Ocala City Council Agenda - Final
Tuesday, July 21, 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
- Natanael Rodriguez, Public Works

3. Public Notice

4. Proclamations and Awards

4a. Service Award - Priscilla Davis - Recreation & Parks - 20 Years of Service

4b. Service Award - Alton Peebles, Jr. - Ocala Electric Utility - 25 Years of Service

4c. Service Award - Linda Roos - Ocala Police Department - 25 Years of Service

4d. Service Award - Captain Sandra Duryea - Ocala Police Department - 30 Years of Service

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. Five-year Pole Attachment Agreement between the City of Ocala and BellSouth Telecommunications, LLC, doing business as AT&T Florida, outlining the terms for attaching telecommunications equipment to City-owned utility poles

Presentation By: Chad Lynch

6b. Second Amendment to Agreement with Powerserve Technologies, Inc. to Extend Delivery Deadline and Increase Contract Amount by $82,721

Presentation By: Chad Lynch

6c. Contract for environmental water testing services with Advanced Environmental Laboratories, Inc., for a not to exceed amount of $66,517

Presentation By: Sean Lanier

6d. Annual renewal of GrayKey forensic software for $74,740

Presentation By: Michael Balken

6e. Additional funding of $6,367 for the emergency rental of a 25-ton air conditioner from Sunbelt Rentals in the amount of $10,403

Presentation By: John King

6f. 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 - August 4, 2026)

8a. Ordinance 2026-22 to rezone approximately 82.10 acres for property located at 5575 SW 52nd Street (Parcel 23835-000-00) from A-1, General Agriculture (County) to PD, Planned Development (City) (Case PD26-0001) (Quasi-Judicial). **ORD-2026-22**

8b. Ordinance 2026-23 to change the Future Land Use designation from Neighborhood to Public, for property located in the 2800 block of SW 20th Street (Parcel 23476+001-00), approximately 4.06 acres (Case LUC26-0003) (Quasi-Judicial) **ORD-2026-23**

8c. Ordinance 2026-24 to rezone from R-1, Single- Family Residential, and B-1A, Limited Neighborhood Business, to G-U, Governmental Use, for property located at the 2800 block of SW 20th Street (Parcel 23476+001-00), approximately 4.06 acres (Case ZON26-0008) (Quasi-Judicial) **ORD-2026-24**

8d. Ordinance 2026-25 to change the Future Land Use designation from Neighborhood to Low Intensity, for property located in the 2800 block of SW 20th Street (Parcel 23472-003-00, 23472-002-00, and a portion of 23472-001-00), approximately 4.88 acres (Case LUC26-0004) (Quasi-Judicial) **ORD-2026-25**

8e. Ordinance 2026-26 to rezone from R-3, Multi-Family Residential District, to INST, Institutional District, for properties located in the 2800 block of SW 20th Street (Parcel 23472-004-00 and a portion of 23472-001-00), approximately 2.99 acres (Case ZON26-0009) (Quasi-Judicial) **ORD-2026-26**

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

9a. 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

Presentation By: Janice Mitchell

Introduced by: Barry Mansfield

10. General Business

10a. Additional expenditure for the purchase of two auto transformers from PTI Transformers, Inc., in the amount of $1,100,000

Presentation By: Chad Lynch

10b. Contract with Robert Daniel Dean, Sr., doing business as C & M Lawncare and Tree Service for grounds maintenance services at Ocala Wetland Recharge Park in an amount not to exceed $110,250

Presentation By: Sean Lanier

10c. Second amendment to contract with Polydyne, Inc. for liquid polymer supply and delivery services at Water Treatment Plant No. 1, Water Reclamation Facility No. 2, and Water Reclamation Facility No. 3 with an estimated aggregate expenditure of $250,000

Presentation By: Sean Lanier

10d. Three-year contract for janitorial services with JJ Holding and Services, LLC in the amount of $35,700 annually and an aggregate expenditure of $107,100

Presentation By: Michael Balken

10e. Fourth Amendment to agreement with Wear Gloves, Inc. for the final one-year renewal term of the contract for annual litter control and drain inlet surface cleaning services in the amount of $539,682

Presentation By: Darren Park

10f. Second Amendment to agreement with Infrastructure Consulting & Engineering, PLLC for continuing professional general aviation engineering services

Presentation By: Matthew Grow

10g. Second Amendment to agreement with McFarland Johnson, Inc for continuing professional general aviation engineering services

Presentation By: Matthew Grow

10h. Resolution 2026-44 to accept a Federal Aviation Administration Airport Improvement grant to design Taxiway A Holding Bay in the amount of $178,558 **RES-2026-44**

Presentation By: Matthew Grow

10i. Budget Resolution 2026-151 to amend the Fiscal Year 2025-26 budget to appropriate $178,558 in grant funding from the Federal Aviation Administration and transfer a match of $9,398 from the Airport reserve for projects account to design taxiway-A Holding Bay for a total cost of $187,956 **BR-2026-151**

Presentation By: Matthew Grow

10j. Continue the grant application process for the State Homeland Security Program (SHSP) Grant to fund the Real Time Crime Center project in the amount of $1,300,000

Presentation By: Michael Balken

11. Internal Auditor's Report

12. City Manager's Report

12a. Discuss interview date for Internal Auditor

13. Ocala Police Department Report

14. Ocala Fire Rescue Department Report

15. City Attorney's Report

16. Public Comments

17. Informational Items and Calendaring Items

- Tuesday, August 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
- Tuesday, September 1, 2026 - City Council meeting - 4:00pm - Council Chambers
- Monday, September 7, 2026 - Labor Day - City Offices Closed
- Wednesday, September 9, 2026 - City Council Special Meeting for First Public Hearing re: FY 2026/27 Budget and Fire Assessment - 5:00pm - Council Chambers
- Tuesday, September 15, 2026 - City Council meeting - 4:00pm - Council Chambers
- Tuesday, September 15, 2026 - Second Public Hearing to adopt Final Budget and Final Millage Rates - 5:01pm - Council Chambers

17a. Monthly budget-to-actual report and Capital Improvement Project status report as of May 31, 2026

17b. Fully Executed Contracts Under $50,000

18. Comments by Mayor

19. Comments by City Council Members

20. Adjournment

File #: 2026-1503 Agenda Item #: 4a.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Service Award - Priscilla Davis - Recreation & Parks - 20 Years of Service

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2026-1543 Agenda Item #: 4b.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Service Award - Alton Peebles, Jr. - Ocala Electric Utility - 25 Years of Service

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2026-1415 Agenda Item #: 4c.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Service Award - Linda Roos - Ocala Police Department - 25 Years of Service

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2026-1416 Agenda Item #: 4d.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Service Award - Captain Sandra Duryea - Ocala Police Department - 30 Years of Service

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2026-1300 Agenda Item #: 6a.

Submitted By: Brittany Craven

Presentation By: Chad Lynch

Department: Electric Utility

FORMAL TITLE:
Five-year Pole Attachment Agreement between the City of Ocala and BellSouth Telecommunications, LLC, doing business as AT&T Florida, outlining the terms for attaching telecommunications equipment to City-owned utility poles

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Ocala Electric Utility (OEU) currently maintains joint-use agreements with 13 communication utilities that attach their cables to our power poles. Collectively, these providers account for 50,141 individual attachments. For attachments made in 2026, the approved attachment rate is $32.01 per attachment, generating approximately $1,605,013.41 in annual revenue for the utility.

FINDINGS AND CONCLUSIONS:
Establishing joint-use agreements with providers like AT&T offers several benefits. These relationships increase the availability and variety of communication services for Ocala residents and businesses. At the same time, they generate additional revenue for OEU, helping offset the costs of maintaining and managing pole infrastructure. This approach supports both economic development and utility sustainability. Staff recommends approval.

FISCAL IMPACT:
Additional pole attachments generate annual revenue for the City in accordance with the established per-attachment rate. Revenue generated under this agreement will be applied to account 457-343-000-000-02-34112.

PROCUREMENT REVIEW:
This Agreement has been reviewed by the Procurement and Contracting Officer in compliance with City policies.

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

POLE ATTACHMENT AGREEMENT

This Pole Attachment Agreement ("Agreement") made by and between the City of Ocala through its Ocala Electric Utility ("OEU"), hereinafter called "Owner", and BellSouth Telecommunications, LLC d/b/a AT&T Florida, duly qualified to do business in the State of Florida, hereinafter called "Attachee."

WHEREAS, Attachee proposes to erect, maintain, and attach communication facilities to poles owned by Owner; and

WHEREAS, Owner, to the extent required by federal, state, and local law, agrees to permit the attachment of such communications facilities to its poles, in strict accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises aforesaid and the mutual covenants and agreements hereinafter set forth, the parties hereby mutually agree as follows:

ARTICLE I-SCOPE OF AGREEMENT

Section 1.0 Definitions

For the purpose of this Agreement, the following terms shall have the following meanings:

1.01 Owner shall mean the party owning the pole.

1.02 Attachee shall mean the company attaching to the Owner's pole.

1.03 "Attachment" shall mean Owner authorized contact(s) on a pole to accommodate a single messenger strand (support wire) system, with or without communication cable(s) lashed to it. This includes service drops and multiple contacts where required for construction on this single messenger strand system. Any additional contact(s) required for a second messenger strand system will be considered as a second attachment. Multiple service drops attached to a single lift (drop) pole or power pole and positioned within 12 inches vertically of one another will be considered as one attachment, other multiple service drops separated by more than 12 inches vertically will be considered as a second attachment. Any other appurtenance affixed to a pole, with the exception of risers, guy and ground wires, shall be considered as a separate attachment. Additionally, an "Attachment" is defined as any attachment by an authorized Attachee to a pole, duct, conduit, or right-of-way owned or controlled by the Owner.

1.04 "Attachee and its Contractors" shall mean the Attachee and any persons or entities who provide labor, services, or materials in connection with the establishment and maintenance of attachments to Owner's poles, including, but not limited to, contractors, subcontractors,

sub-subcontracts, material suppliers, agents of any kind and their respective officers, supervisors, agents, and employees.

1.05 "Communication Facilities" shall mean all cables, support wires, bonding wire, grounds, guy wires, or other equipment of Attachee which is attached to Owner's poles in furtherance of Attachee's distribution service. This definition does not include power supplies or like equipment.

1.06 "Owner's Poles" are defined as either Distribution Poles or Transmission Poles to which Owner has agreed to permit attachment pursuant to this Agreement.

1.07 "Distribution Pole(s)" are defined as support supply conductors of less than 50KV and are included in FERC Account 364 "Distribution Plant Poles, Towers, & Fixtures." This includes lift (drop) poles, which normally support only service drops to the customer.

1.08 "NESC" shall mean the current edition of the "National Electrical Safety Code" as amended, including all retroactive provisions, if any, and recognizing all permitted grandfathering of installations under section 013 of the NESC.

1.09 "Notification" shall be defined as any written correspondence, email, or other electronically documented means of notifying any affected party.

1.10 "Transmission Pole(s)" are defined as support supply conductors energized above 50KV and are included in FERC Account 355, "Transmission Plant, Poles, & Fixtures."

1.11 "Service Drop" is defined as the service conductor(s) from the last pole or other aerial support to the building or other structure of the subscriber(s).

1.12 "Usable Space" is defined as the space on the utility pole above minimum grade level that is usable for the attachment of wires, cables, and related equipment.

1.13 "Streetlight Pole(s)" are defined as poles installed primarily for the function of providing street lighting or other private-area lighting, whether electrically served overhead or underground.

1.14 "Abandoned or Unused Cable" shall be defined to mean any communication cable or facility of the Attachee which is no longer part of its operational network and for which the Attachee has no documented, commercially reasonable plans for future use. This includes, but is not limited to, cables that have been replaced by a new facility, or those that have been physically disconnected from active network components for a period exceeding ninety (90) days without a plan for repair or reconnection. Upon written notice from the Owner, the Attachee shall have sixty (60) days to provide proof of active use of a suspected abandoned or unused cable.

1.15 "Emergency" refers to any situation with a substantial likelihood of property damage and/or harm, including injury or death, to individuals.

Section 1.1 Effective Date

This Agreement shall not become effective and binding upon pole Owner until it is approved and executed by City Council and executed by the City Council President of the City of Ocala and until a fully executed copy has been returned by Attachee. One (1) fully executed copy of the Agreement shall be returned to each of the two (2) parties to this Agreement.

Section 1.2 Term

This Agreement shall become effective upon its effective date, and if not terminated in accordance with the provisions of Section 7.1, shall continue in effect for a term of five (5) years. The Agreement shall renew automatically for an additional one year term at the end of the initial term, unless notice is received from Attachee at least one (1) year prior to the end of the term of its intent to not renew. The Agreement shall also automatically renew for additional one year terms; provided that either party may terminate the Agreement at any time thereafter by giving to the other party at least three (3) months written notice.

ARTICLE II-AUTHORITY TO ATTACH

Section 2.0 Authority to Attach

This Agreement shall be in effect in all of the OEU service territory in Florida, for which Attachee holds a valid franchise or license from a local government as required by state and local laws, or as otherwise authorized by a government authority to provide communication services to such areas in which Owner's poles are located. Upon compliance with all relevant terms and provisions of said franchise or license, if applicable, and this Agreement, Attachee is authorized to attach its communications facilities to Owner's poles.

Section 2.1 Denial of Attachment

To the extent permitted under federal, state, and local law, Owner reserves the right to deny attachment or order removal of existing attachments of facilities from any of Owner's poles including, but not limited to, poles which in the reasonable judgment of Owner (i) are required for the immediate or planned sole use of Owner, (ii) are not acceptable for attachment because of safety considerations and compatibility with existing or committed attachments of others within the available usable space on existing poles,(iii) have been installed primarily for the use of a third party, (iv) are considered streetlight poles, or (v) currently support an Abandoned or Unused Cable belonging to the Attachee, unless the permit application includes the removal of said Abandoned or Unused Cable upon completion of the new installation. Under no circumstance, except as may be approved in writing by the Owner in its sole discretion, will cable overlashing be permitted that results in an overall diameter of the cable bundle (including messenger cable) that exceeds two (2) inches.

Section 2.2 Unauthorized Attachments

Any unauthorized attachment, including but not limited to power supplies or like equipment to Owner's poles shall constitute a trespass and be subject to removal. Provided however, that attachments made to Owner's poles pursuant to prior pole attachment agreements between licensee shall not be treated as an unauthorized attachment under this agreement, if properly permitted under such prior agreements. Owner shall provide written notice to Attachee allowing 30 days to remove, or make suitable arrangements to permit, the unauthorized attachments. If no arrangements have been made within the time allowed, Owner shall have the right to remove the unauthorized attachments without incurring any liability and at the sole cost and expense of Attachee.

ARTICLE III-GUIDELINES FOR ATTACHMENTS

Section 3.1 Permitting of Attachment

Before making any initial or additional attachment of its facilities to any pole of Owner, including overlashing additional cable(s), Attachee shall make application to Owner for a permit in the form of Exhibit A, attached hereto. Attachee shall make no attachment prior to receipt from Owner of an approved permit. Service drops on poles shall be permitted quarterly after the fact on a single permit as further discussed in Sections 3.2 and 6.1. Additional attachments made during an emergency repair shall be reported as soon as practically possible and a permit obtained. Attachee shall ensure that each permitted attachment is made in accordance with the terms of this Agreement as well as the specified provisions, if any, contained in the permit. The failure of Attachee to obtain such a permit prior to making an attachment (or a permit after an emergency repair) shall constitute a trespass and a willful violation of this Agreement. Recurrent violations of this Section may result in termination of this Agreement. For the purpose of pole load analysis, an attachment permit will be required prior to any overlashing, or existing cable change, that would alter the original load data submitted for an existing attachment. However, this would not be considered a new attachment.

As a condition for the issuance of said permit, the Attachee shall provide, within the permit application, the complete technical specifications of the cable to be installed. Such specifications shall include, at a minimum, the cable type, weight per linear foot, and outside cable diameter. For overlashing permit requests, the Attachee must provide a list of all existing cables that are part of the attachment, along with their weight per linear foot and outside cable diameter (including the messenger cable, if applicable). The Attachee must also confirm that each existing attachment is in active use, which may be subject to auditing in accordance with Section 1.14.

Section 3.2 Permit Forms

Beginning with the effective date of this Agreement, the submittal of Application and Permit (Exhibit A) and Notification of Removal (Exhibit B) forms shall be used by Attachee in obtaining permits to attach or remove its facilities to/from Owner's poles. The Attachment Count (Exhibit C) will be completed quarterly by the Attachee and submitted to the Owner along with the quarterly permit for service drops installed in accordance with Section 3.1. The Owner will adjust the inventory of attachments and generate the annual invoice in accordance with Section 6.1. The Owner reserves the right to modify the Exhibit A and Exhibit B forms as needed to obtain all details for existing and proposed attachments that it deems necessary for pole loading analysis, clearance analysis, and attachment inventory documentation.

Section 3.3 Permit Form Submittal

All Application and Permit (Exhibit A), Notification of Removal (Exhibit B), and Attachment Count (Exhibit C) forms must be submitted to:

City of Ocala Electric Utility
Electric Engineering Division
1805 NE 30th Avenue Bldg. 400
Ocala, FL 34470-4875

By mutual written consent, the Parties may designate other methods for permit correspondence, such as electronic transmission (email), which shall be considered equally valid.

Section 3.4 Installation Standards

Attachee's Communication Facilities shall be erected and maintained in accordance with NESC and the current requirements of Owner, and as may be amended or revised. Existing facilities, which comply with NESC requirements, may be operated in place until rebuild, relocation, etc., provides opportunity to upgrade to current Owner's requirements.

Attachee attachments shall not conflict with the primary use of Owner's poles by Owner, or by any other prior party using the poles, or unreasonably interfere with the operation of other pre-existing facilities thereon or which may from time to time be placed thereon. No ancillary equipment will be permitted beneath the communication zone on the pole or within 3 feet of the base of the pole to allow for facilities maintenance. Should such a conflict occur, the Attachee shall relocate its facilities within 60 days of notification from the Owner.

No cable point-of-maintenance (POM) slack loop, splicing enclosure, or other attached equipment shall occupy more than twelve (12) inches of total vertical space, centered at the point of Attachment on the pole. Cable slack loops within an aerial span must be secured by a dedicated aerial slack storage system and may not exceed six (6) inches vertically above or below the messenger strand it is affixed to.

Any cable temporarily unlashed from a messenger strand to allow for the installation of a new/upgraded cable must be secured in such a manner that it does not create an NESC or OEU-required clearance violation at any time prior to the removal of the previous cable. The previously unlashed or replaced cable shall be considered an Abandoned or Unused Cable and must be completely removed from the Owner's poles by the Attachee, at the Attachee's sole expense, within ninety (90) days of the installation of the new cable. Attachee shall not overlash new facilities to an existing Abandoned or Unused Cable.

Section 3.4.1 Limitations on Overlashing

While overlashing is not counted as an additional attachment for rental purposes, the Owner, in its reasonable judgment, reserves the right to limit the quantity and size of cables overlashed to a single messenger strand to ensure that: (i) a safety hazard or violation of NESC or Owner's requirements does not occur, (ii) the structural integrity of the Owner's pole is not compromised, or (iii) it is of a size and configuration that is reasonably maintainable, allowing the Attachee to perform repairs or relocations reliably and safely within the notification periods specified elsewhere in this Agreement, including the sixty (60) day period for relocations. In no case shall the overall diameter of the cable bundle exceed two (2) inches.

The Owner may deny a permit for overlashing that, in its reasonable judgment, would result in the Attachee's failure to meet these criteria.

Section 3.4.2 Cable Identification

Attachee shall install and maintain aerial cable markers and equipment labels that provide for the clear identification of its Communication Facilities. Attachee shall place aerial cable markers on its messenger strand or attached cable. At a minimum, one (1) marker shall be placed

not less than every three (3) spans or every five hundred (500) feet, whichever distance is less. These markers shall be of a highly visible color and shall clearly identify the Attachee by name with lettering no less than one-half (1/2) inch tall. Any splicing enclosure or other equipment enclosure attached to Owner's poles or located within an aerial span shall be clearly marked with the Attachee's company name or logo.

Section 3.5 Attachment Inspections

Owner shall have the right, but not the obligation, to conduct a pre-attachment and post-attachment field inspection of all proposed attachment locations described in the permit application. Owner's inspections shall not excuse Attachee's non-compliance with or inspection obligation under, this Agreement. Attachee shall reimburse Owner upon written demand for all costs of such inspection. Failure by Owner to assess or collect such costs at the time of such inspection shall not constitute a waiver of Owner's right to assess or collect such costs. Owner shall perform review of permits within sixty (60) days of documents submission by Attachee. If Owner fails to complete the review within sixty (60) days, the Attachee shall have the right to make attachment but will still be subject to requirements determined once permit review is completed. Attachee will still be responsible for ensuring attachment will not create any NESC violations.

Section 3.6 Make-Ready Work

In the event that any of Owner's poles, to which Attachee desires to make attachments, have NESC clearance violations, or are of a diminished structural integrity due to pre-existing conditions, those poles shall not be eligible for new communication attachments. If the Attachee still desires to attach to an ineligible pole, then the Attachee shall be responsible for 100% of the cost of engineering and construction for any additional increase in pole size or strength class needed to accommodate Attachee's new attachment permit request. Owner will so notify Attachee in writing, including a detailed description of the make-ready work necessary to permit such attachment. This may include, but is not limited to, the increased cost of larger poles, cost of removal and transferring Owner's facilities from the old to the new poles, and sacrificed life value of poles removed, and any other specifications with which the attachment must comply as a condition(s) for approval of the permit.

Before Owner will proceed with any make-ready work, Attachee shall provide written confirmation that it wishes Owner to proceed with such make-ready work. Such writing obligates Attachee to reimburse Owner for the entire cost and expense of such make-ready work. Where Attachee's desired attachments can be accommodated on present poles of Owner by rearranging Owner's facilities thereon, Attachee shall pay Owner for the entire cost and expense of completing such rearrangement. Attachee shall also make arrangements with the owners of other facilities attached to Owner's poles to reimburse any expense incurred by them in transferring or rearranging the other facilities. Such work shall be completed before Attachee attaches its Communications Facilities to Owner's poles. Any additional support of poles, including, but not limited to, guying required to accommodate the attachments of Attachee shall be provided by and at the expense of Attachee.

Attachee shall not set any poles under or in close proximity to Owner's facilities which location would be in violation of NESC requirements. Attachee may, however, request Owner to set such poles as Attachee may desire, and Owner may accept such request unless such poles would unreasonably interfere with Owner's or other owners' use of their facilities. If such request is

granted, Attachee shall pay Owner for the entire cost of setting such poles.

Section 3.7 Updated Location Maps

It shall be the duty and responsibility of Attachee to maintain accurate, up-to-date location maps and records of all its attachments on Owner's poles. Owner shall have the right to inspect, and upon request, obtain a copy of said location maps and records at any time during regular business hours with a thirty (30) day notice.

Section 3.8 Maintenance of Attachments

Attachee shall, at its own expense, make and maintain its attachments to Owner's poles in a safe and workmanlike manner in accordance with this Agreement, industry standards, and all applicable codes and laws, including the NESC. Attachee shall, within 24 hours of notification, correct violations of NESC or Owner requirements, which are discovered by Owner and present a safety risk, at its expense. Violations that are not an immediate safety risk must be corrected within sixty (60) days of notification. Failure by Attachee to so maintain its attachments may result in termination of this Agreement pursuant to Article VII.

Section 3.9 Relocation of Attachments

Attachee shall, within sixty (60) days of next to go notice (NTG)through NJUNS from the Owner, at its own expense, remove, relocate, transfer or rebuild facilities placed on any poles, or perform any other work in connection with its facilities that may be required by Owner, the NESC, or other applicable codes and laws. If in the event that the Attachee fails to remove, relocate, transfer, or rebuild its facilities within 60 days, the Attachee shall pay a delay penalty in the amount of $25.00 per day per attachment. This penalty shall be applied for each day until each attachment is removed, relocated, or transferred. However, in case of a documented public safety Emergency, , Owner may, but shall not be obligated to, remove, relocate, replace, rebuild, or renew the facilities placed on poles by Attachee, transfer them to substituted poles, or perform any other work in connection with said facilities that may be required for Owner's maintenance, replacement, removal, or relocation of said poles or the facilities thereon without incurring any liability and provide Owner notification of said work as soon as practicable. Notwithstanding the foregoing, Owner shall not remove, relocate, replace, rebuild, or otherwise perform work on Attachee's Communication Facilities where such work is prohibited under Attachee's then-current collective bargaining agreement, subject to compliance with any applicable laws or regulations that may take precedence over such labor agreement. In the event of non-response or non-completion over 120 days, Owner's remedies shall be limited to: (i) continuation of the per-day attachment penalty at the amount of $50 per day per attachment; (ii) suspension of Attachee's right to apply for new attachment permits; and (iii) escalation pursuant to the dispute resolution provisions of this Agreement. Penalties will be applied until attachments are relocated, regardless of who performs the work.

Attachee shall, on written demand, reimburse Owner for all reasonable expenses incurred by Owner pursuant to the provisions of this Section. Additionally, Owner shall be entitled to collect and Attachee shall be obligated to pay an administrative fee to Owner in an amount equal

to 30% of all reasonable expenses incurred by Owner to perform any work described under this Section. Notwithstanding the foregoing, if Attachee is delayed from removing, relocating, transferring or rebuilding facilities because of strikes, lockouts, labor troubles, the inability to procure materials, power failure, restrictive governmental laws or regulations, riots, insurrection, storms, hurricanes, earthquakes or other natural disasters, war or other reason which is not the fault of or is beyond the reasonable control of the Attachee, then Attachee will not be obligated to pay the administrative fee stated above. Nothing in this Section shall be construed to relieve Attachee from maintaining adequate work forces readily available to promptly repair, service, and maintain Attachee's facilities as herein required.

If the Owner determines there exists a need to convert existing overhead infrastructure (pole line and/or cables) to underground, the Attachee shall remove its attachments from the Owner's poles and shall make its own arrangements for undergrounding its facilities with no expectation of compensation from the Owner.

Furthermore, all relocation or removal notifications, whether by email or use of the National Joint Use Notification System (NJUNS) shall constitute the 60-day notification start. Failure to remove or relocate regardless of Attachee's response by email or NJUNS response will not alleviate the Attachee of the removal requirement timeline and any applicable penalties or forced removal options.

Section 3.10 Pole Maintenance and Facilities Operation

Owner reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will enable it to fulfill its own electric service and maintenance requirements. Owner shall not be liable to Attachee, and Attachee hereby waives any claims for negligence, which may cause damage to or interruptions of cable communications service or for interference with the operation of the cables and wires of Attachee. The foregoing notwithstanding, Owner shall be responsible for damage to the Communications Facilities caused by Owners negligence.

Section 3.11 Voluntary Removal of Attachments

Attachee may at any time remove its Communication Facilities in whole or in part, from Owner's poles and it shall immediately give Owner written notice of such removal with the submission of Exhibit B attached hereto. No refund or pro-ration of any prepaid attachment fee shall be given on account of such removal. Attachee shall continue to be responsible for payment of the applicable attachment fee for previously permitted facilities until the end of the billing period during which notice of removal of said communications facilities is received by Owner.

ARTICLE IV- GOVERNMENT FRANCHISES AND EASEMENTS

Section 4.1 Legal Right to Attach

By submission of a permit application, Attachee affirmatively warrants and affirms to Owner that it has the legal right to operate in the area of the permit by having first obtained currently valid franchise and/or license agreements, if applicable, issued by any government having jurisdiction over the area within which Owner's poles are located. Upon written request,

Attachee shall make available to Owner copies of all applicable franchise and/or license agreements.

Section 4.2 No Assignment of Owner's Interests

It shall be the sole responsibility of Attachee to obtain and maintain for itself such easements or licenses as may be necessary for the placement and maintenance of its attachments to Owner's poles located on public or private property. Nothing in the Agreement shall constitute or create an assignment to Attachee by Owner of any easement or license held by Owner or of any rights under any easement or license held by Owner. Nor shall Attachee assign any rights granted herein without the express written permission of Owner. Attachee affirmatively warrants and represents to Owner that it has the legal right to attach and maintain its Communications Facilities on the property of all persons owning or claiming any interest in the property over which its facilities will be located pursuant to the terms of this Agreement and any permit issued hereunder.

ARTICLE V-FIELD INVENTORIES

Section 5.1 Field Inventories

The parties agree to jointly conduct a field survey as soon as practical after executing this agreement, and every five (5) years thereafter from the date of this contract, if the contract is still in force, unless both parties waive this requirement. Owner shall give reasonable advance notice to the Attachee of its intent to conduct a field survey and Attachee shall be permitted to participate in the survey, provided their participation does not impede the normal work flow of the entity performing the field survey. Field surveys may include the collection of other information provided both parties agree to the equitable division of cost. Attachee shall reimburse Owner, upon written demand, for the actual costs of any such inventory. This field inventory shall not operate to relieve Attachee of any responsibility, obligation, or liability under this Agreement.

Section 5.2 Cost of Field Inventories

Bills for field inventories conducted pursuant to this Article shall be payable within ninety (90) days after receipt by the Attachee. Non-payment shall constitute default under this Agreement.

Section 5.3 Field Inventory True-Up

If Owner obtains a field inventory of the facilities of Attachee in accordance with *Section 5.1* of this Agreement, and Owner finds that the total number of attachments is different than the number reflected in current attachment permits, then, upon completion of such inventory, Owner's attachment record will be adjusted accordingly and subsequent billing will be based on the actual number of attachments. Attachee shall be retroactively billed, from the date of the previous field inventory, documented date of attachment provided by Attachee, or the effective date of this Agreement, whichever is more recent, the unpaid attachment fees, based on the current attachment rate plus interest of 10% per year. In no event will retroactive billing be for a period of more than five (5) years. Attachee will have 60 days from the date of being informed of the final adjusted inventory totals to provide documentation of any inventory inaccuracies and request adjustments accordingly. The payment by Attachee of the unauthorized attachment charge shall not serve to waive Owner's right to terminate this Agreement under Article VII.

ARTICLE VI-RENTAL AND PROCEDURE FOR PAYMENTS

Section 6.1 Rental Payments

The Attachee shall pay to the Owner, for attachments made to poles under this agreement, rental payments in the amount of Thirty-one dollars and seventeen cents ($31.17) per attachment for the year of the execution of this Agreement. Overlashing shall not be counted as an additional attachment subject to rental payments under this agreement. Thereafter, the rental rate shall automatically increase by the percentage equal to the average Consumer Price Index for the previous calendar year. Specifically, each January OEU shall obtain 12-month average CPI-U "All Items" index for the previous year, as published by the U.S. Department of Labor, Bureau of Labor Statistics. That percentage increase will be applied to the previous year's rental rate.

At the end of the year 2025, or anytime thereafter, OEU may re-evaluate the rental rate and make any necessary adjustment to the rate for the next calendar year effective January 1. For each year thereafter the rate shall again be automatically increased based on the Consumer Price Index (CPI-U) for that year. Said rental payments shall be invoiced annually in arrears on the last day of January of the previous year and paid within 30 days after the invoice, discussed below, is received by the Attachee.

The total amount of the annual rental payments shall be based upon the number of attachments to poles that are being maintained on the last day of the month immediately preceding the respective due date for annual payments. On said days, the Attachee shall complete the form attached hereto as Exhibit "C" and deliver same to the Owner, and also submit a quarterly permit for service drops installed in accordance with Section 3.1. Upon receipt of the form, the Owner of the larger number of poles shall send the Owner of the lesser number of poles an invoice, which shall be due, and payable within ninety (90) days of the date received. OEU will send the invoice to BellSouth Telecommunication LLC d/b/a AT&T Florida for the annual pole rental due under this Agreement to the following address:

Bellsouth Telecommunications LLC d/b/a AT&T Florida
Attn: J. D. Ryals
6915 Pine Forest Road
Pensacola, FL 32536

The Parties may at a later date change the addresses to include an electronic invoicing and payment system.

Section 6.2 Rental Credits

If applicable, the Owner shall pay to Attachee for attachments made to Attachee's poles under this agreement, rental payments in the amount equal to the above stated rental rate per attachment for that year. Said rental payments shall be made payable annually on the first day of the following

January of each year during which this agreement remains in effect. This payment will be made in the form of a credit to the pole attachment bill issued by the Ocala Electric Utility.

Section 6.3 Invoice Accuracy

Attachee's acceptance and payment of annual invoices issued by Owner shall constitute Attachee's verification that the invoice is correct as to the number of actual attachments.

Section 6.4 Payment Due Date

All billings to Attachee under this Agreement are due within ninety (90) days of receipt. Invoices outstanding after ninety (90) days shall incur interest on such unpaid amount from the date such invoice is due until it is paid at the lesser of 12% per annum or the maximum amount permitted by law.

Section 6.5 Revision of Rental Rate

After any Rental Rate revision, the revised rental rate shall again be automatically increased based on the Consumer Price Index (CPI-U) for that year.

ARTICLE VII-TERMINATION

Section 7.1 Suspension of Rights for Default

In the event either party deems an event of default has taken place and prior to engaging in the formal default provisions of legal proceedings in this agreement, the Manager of the cable system and the Director of OEU shall meet in person or on the telephone to attempt to resolve the matter in good faith within ten (10) business days of the initial request of either party to meet. In the absence of resolution of the matter and if Attachee shall fail to comply with the material provisions of this Agreement, or default in any of its material obligations under this Agreement, and such default or non-compliance shall continue for sixty (60) days after notice thereof in writing, to the Attachee from Owner, to correct such default or non-compliance, all rights of Attachee to apply for additional attachment permits shall be suspended. If such default shall continue for a period of ninety (90) days, Owner may, at its option, terminate this Agreement in whole or in part, or may revoke the permit to which such default or non-compliance is directed. In case of such termination, Attachee's obligations hereunder shall survive and no refund of prepaid rentals shall be made.

Section 7.2 Processing of Permits during Suspension

During any period of suspension of Attachee's rights pursuant to *Section 7.1* above, Owner will not process or approve any application for a permit for additional attachments until Attachee has corrected such underlying default or non-compliance.

Section 7.3 Termination

Upon termination of this Agreement, Attachee shall commence, within sixty (60) days and complete removal of all facilities from Owner's poles within three-hundred sixty-five (365) days of termination. Thereafter, Owner shall have the right to remove them at the sole cost and expense

of Attachee and without any liability to Attachee. Owner shall have mechanics and possessory liens upon any equipment of Attachee so removed sufficient to cover the cost of removal, transport, and storage, and any other amounts then due to Owner under this Agreement, including costs of enforcement of this Agreement and reasonable attorney's fees. Upon payment by Attachee to Owner, all such equipment shall be released to the Attachee at the site where Owner is storing said equipment.

ARTICLE VIII-INDEMNIFICATION, LIABILITY, AND INSURANCE

Section 8.1 Indemnification

The Attachee assumes full responsibility for the attachment and maintenance of its facilities pursuant to this Agreement, and for any and all damages to its own facilities, the Owner's facilities, third parties facilities, and for any injuries which arise within the scope of work to make such attachments or perform maintenance on said attachments or from any accidental contact with Owner's facilities while making attachments or performing maintenance on attachments. Attachee will hold Owner harmless for any and all accidents, damages, claims, or costs arising within the scope thereof, together with all reasonable attorneys' fees and costs incurred by Owner in the defense of any claim for such damages, except for acts, omissions or willful misconduct of Owner, third-party attachees or other third parties.

Section 8.2 Damage by Attachee

Attachee shall exercise proper precautions to avoid damage to facilities of Owner and others supported on the poles. Attachee shall make an immediate report to Owner, as provided for in Section 8.3, of the occurrence of any damage and hereby agrees to reimburse Owner for any reasonable expense incurred in making repairs.

Section 8.3 Notification

If any member of the public, or the Attachee and its Contractors, is injured or killed, or if any property, including the Owner's or the Public's, is damaged in the course of work being performed under the provisions of this Agreement, the Attachee will notify the following:

Ocala Electric Utility Safety Coordinator	(352) 351-6628
Ocala Electric Utility System Control (After normal business hours)	(352) 401-6690

Such notification will be made immediately in person or by telephone and promptly confirmed in writing, and will include all pertinent data such as name of injured party, location of accident, description of accident, nature of injuries, names of witnesses, and disposition of injured or deceased person(s).

Section 8.4 Minimum Insurance Requirements

At all times during the Term of this Agreement, Attachee shall provide, pay for, and maintain insurance policies in conformance with the following:

Attachee shall carry Worker's Compensation and Employer's liability insurance with limits not less than the following:

Worker's Compensation – Florida statutory requirements

Employer's liability - $500,000.00 limit each accident

$500,000.00 limit each accident

$500,000.00 limit per each employee

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

Attachee will also carry insurance policies with respect to:

(a) Commercial General Liability with Bodily Injury and Property Damage limits not less than $5,000,000.00 combined single limit each occurrence and in the aggregate.

(b) Automobile Liability with Bodily Injury and Property Damage limits not less than $5,000,000.00 combined single limit each accident

All insurance shall be from responsible companies duly authorized to do business in the State of Florida and having a rating reasonably acceptable to the Owner. All liability policies shall provide that the City of Ocala is included as an additional insured by endorsement as to the activities under this Agreement. The required coverages must be evidenced by properly executed certificates of insurance forms. The certificates must be signed by the Attachee's broker authorized by the Attachee to bind coverage on its behalf and shall be filed and maintained with the Owner annually. Thirty (30) days advance written notice by registered, certified, or regular or facsimile as determined by the Owner must be given to the Owner of any cancellation, intent not to renew, or reduction in the policy coverages of required policies if not replaced. The insurance requirements must be satisfied by evidence of self-insurance or other types of insurance reasonably acceptable to the Owner. The insurance requirements set forth herein may be satisfied by Attachee through an umbrella insurance policy of the appropriate scope.

Nothing within this Section 8.4 of Article VIII shall be construed as a waiver for the Attachee's requirement to maintain any equal or greater polices and limits of coverage required by any local governmental authority, including the City of Ocala's Code of Ordinances. However, Attachee may use any insurance obtained pursuant to the requirements of the City of Ocala's Communications Rights-of-Way Ordinance (2017), as amended, to satisfy the requirements of this Section 8.4 of Article VIII, so long as such insurance and policy limits equals or exceeds the requirements and limits of this Section 8.4 of Article VIII.

All certificates and notices required by this Section shall be filed with the Owner at the following address:

Attention: Electric Engineering Manager
City of Ocala, d/b/a Ocala Electric Utility
Electric Engineering Division
1805 NE 30th Avenue Bldg. 400
Ocala, FL 34470-4875

ARTICLE IX-DANGER! NOTICE TO ATTACHEE AND ITS CONTRACTORS

Section 9.1 Electricity is a Natural Hazard

Attachee and its contractors are hereby advised that the generation, transmission, and/or distribution of electrical energy involves the handling of a natural force which, when uncontrolled, is inherently hazardous to life and property. Attachee and its contractors are further hereby advised that, due to the nature of the work of attaching its facilities to Owner's poles hereunder, other hazardous or dangerous conditions (not necessarily related to the inherent danger of electricity) may also be involved in the work.

Accordingly, prior to the commencement of the attachment of any Attachee facilities to Owner's poles, Attachee and its contractors shall inspect the work area on or near Owner's poles specifically to ascertain the actual and potential existence and extent of any hazardous or dangerous conditions. It shall be the sole and exclusive duty of the Attachee and its contractors to instruct its supervisors and employees, with respect to any such conditions, and the safety measures to be taken in connection therewith. During the course of the work, Attachee and its contractors shall take all such measures, as may be deemed necessary or prudent, to protect and safeguard the person and property of their employees and of the general public against all hazards or dangerous conditions as they may arise.

Section 9.2 Precautions before Commencing Work

The Attachee and its contractors shall, before climbing poles or structures, exercise their best efforts to make certain that the poles or structures are strong enough to safely sustain workmen's weight in the performance of the required work on the poles or structures. The Attachee and its contractors shall have the affirmative duty to identify and comply with pole marking or tagging procedures undertaken by Owner (or its contractors) in the ordinary course of business, which procedures may indicate a hazardous pole condition prohibiting any work on such poles. All work designated in any Application and Permit under this Agreement to be performed near energized electrical conductors, shall be performed with the specific understanding that if Attachee and its contractors, in their sole discretion, regard the location where such work is being performed as an unsafe place to work, Attachee and its contractors shall immediately cease and desist from performing all work in such hazardous area. The Attachee shall then request, in writing, that Owner make such change or changes as may be necessary or desirable to render the place of performance at the job site a safe place to work for Attachee and its contractors before Attachee and its contractors are permitted to proceed with any work. In the absence of any request by the Attachee and its contractors to the Owner, it shall be conclusively presumed that the place where the work is performed is a safe place to work without the de-energization of conductors or other equipment, and without making any changes whatsoever at the job site.

ARTICLE X-OWNERSHIP AND ASSIGNMENT

Section 10.1 Assignment

The Attachee shall not assign, transfer, or sublet the privileges hereby granted without the prior consent in writing of the Owner, and which consent shall not be unreasonably withheld. A new Exhibit "C" containing a current attachment count will be required at such time.

Section 10.2 Extended Assignment

Subject to the provisions of *Section 10.1* under this heading, the Agreement shall be extended to and bind to heirs, successors, and assigns to the parties hereto.

Section 10.3 No Ownership Right Created

No use of Owner's poles under this Agreement shall create or vest in Attachee any ownership or property rights in Owner's poles or any ownership, property, or other right to use Owner's poles except in accordance with the terms and conditions of this Agreement. Attachee's rights herein shall be and remain limited to attaching its communications facilities to Owner's poles in strict accordance with the terms and conditions of this Agreement. Nothing herein contained shall be construed to compel Owner to maintain in operation any of Owner's poles for a period longer than demanded by its own service requirements.

ARTICLE XI-BONDING TO ELECTRIC UTILITY GROUND

Section 11.1 Definitions

For *Section 11.1 to 11.5*, inclusive, the following terms when used herein shall have the following meaning:

11.1.1 "Vertical ground wire" shall mean a wire conductor of Owner attached vertically to the pole and extended from Owner's multi-grounded neutral (defined below) through Attachee's space to the base of the pole where it may be either butt wrapped on the pole or attached to a grounded electrode.

11.1.2 "Multi-grounded neutral" shall mean Owner's conductor which is bonded to all "vertical ground wires.

11.1.3 "Bonding wire" shall mean a number 6 AWG copper wire conductor used for connecting equipment of Attachee and Owner to the "vertical ground wire."

Section 11.2 Installation of Bonding Wire

At the time Attachee support wires and/or communication cable are installed, Attachee shall install a "bonding wire" on every pole where a "vertical ground wire" exists, in accordance with NESC. Any piece of Attachee equipment attached to Owner's pole, which does not have a "vertical ground wire", shall be bonded to Attachee cable support wire and properly grounded.

Section 11.3 Absolute Grounding Requirement

Under no condition may Owner's vertical ground wire be broken, cut, disconnected, severed, removed, unbonded, or damaged. If Owner's vertical ground wire is broken, cut, disconnected, severed, removed, unbonded, or damaged, no work shall be allowed on Owner's poles until Owner is notified, in writing, and the condition is corrected. Attachee and its contractors shall assure that Attachee's facilities constantly remain properly grounded, either to

Owner's vertical ground wire or through the use of jumper cable or temporary grounds until such permanent ground is affixed.

Section 11.4 Additional Bonding Precautions

Owner reserves the right, but is not obligated to, install, at Attachee's expense, a "bonding wire" to any piece of Attachee's equipment where, in the opinion of Owner, a safety hazard exists or may exist in the future.

Section 11.5 Attachee's Duty to Warn

It shall be the responsibility of Attachee and its contractors to warn and instruct its personnel working on Owner's poles of the requirement of bonding its wires to "vertical ground wire", and the dangers associated with ungrounded and unbonded facilities, and to furnish adequate protective equipment to protect its personnel from bodily harm during work on its communications facilities. The Owner assumes no responsibility for warning, instructing, for furnishing equipment to, or for the training or job qualifications of Attachee and its contractors or their personnel, including supervisors or employees working on Owner's poles.

ARTICLE XII-MISCELLANEOUS PROVISIONS

Section 12.1 Jurisdiction

This agreement and the rights of the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. Venue for any interpretation or enforcement of this Agreement shall be in Marion County, Florida.

Section 12.2 Attorney's 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 or parties shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.

Section 12.3 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. Any party may file an

original counterpart or a copy of this agreement with any court, as written evidence of the consent of the parties hereto of the waiver of their right to 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.

Section 12.4 Headings

It is the parties understanding that the headings contained in this Agreement are for convenience only and not for purposes of interpreting this Agreement.

Section 12.5 Changes to Exhibits

Owner and Attachee may agree to non-substantive changes to the Exhibits to this Agreement in order to make them more usable or clearer without necessity of formally amending this Agreement.

Section 12.6 Existing Attachments

In the event that this Agreement is applicable to Attachee owned attachments previously made to Owner's poles by Attachee or its predecessors and said existing attachments will continue to be used by Attachee in its operation, Attachee shall furnish to Owner new current attachment count on the form attached hereto as Exhibit "C."

Section 12.7 Prior Agreements Superseded

This Agreement shall supersede and terminate any existing attachment agreement between the parties, except that any breach thereof by either party, which would entitle that party to money damages, shall remain actionable.

Section 12.8 Rights of Other Parties

Nothing herein contained shall be construed to confer on Attachee an exclusive right to make attachments to Owner's poles, or confer any rights to any third party not specifically identified herein by name.

Section 12.9 Non-Waiver

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

Section 12.10 Use of System

Attachee will not, without prior written consent of pole Owner, use any of its Communication Facilities attached to Owner's poles for any purpose other than that provided for in this Agreement. Whenever, in reasonable judgement of Owner, the Attachee has used its Communication Facilities for any purpose not authorized herein, Owner shall forthwith notify Attachee in writing. Upon receipt of such notice, Attachee shall, within sixty (60) days after receipt of such notice, cease such use complained of in the notice or establish to Owner's

reasonable satisfaction that such use is in fact authorized under this Agreement. Failure to do so or repeated unauthorized use shall constitute a default of Attachee's obligations and notwithstanding any other provision of this Agreement, Owner may at its option forthwith terminate this Agreement.

Section 12.11 Permits

Attachee assumes all responsibility for applicable permit(s), their requirements and conditions, including specifications. Attachee assumes responsibility for licensing fees and any fines or penalties resulting from the failure or a representative's failure to comply with this section. To the extent required or permitted by law, all licensing fees are applicable to the Attachee.

Section 12.12 Proper License

To the extent required by law, Attachee and each of its contractors, subcontractors, agents, or authorized representatives must be licensed to perform their service in the area covered by this Agreement. All contractors or subcontractors of Attachee must be properly licensed under all applicable federal, state, and local laws and regulations. Attachee shall be responsible for all acts or omissions of any such contractor or subcontractor in the construction, installation, maintenance, or operation of Attachee's facilities.

Section 12.13 Amendments to Agreement

Amendments to this Agreement, which may appear advisable to the parties hereto, shall be effected by supplemental Agreements in writing, which upon execution of the City Council President of the City of Ocala and an authorized corporate officer for the Attachee, shall thereupon become part of this Agreement.

Section 12.14 Private Property

Attachee shall be subject to all laws, ordinances, or regulations regarding private property in the course of constructing, installing, operating, or maintaining their Communication Facilities. Attachee, at its sole cost and expense, shall promptly repair or replace all private property, both real and personal, damaged or destroyed as a result of the construction, installation, operation, or maintenance of their Communication Facilities.

Section 12.15 Vegetation

Subject to any applicable ordinances or regulations, and as approved in writing by Owner, The Attachee may trim trees or other vegetation to prevent branches, leaves, or roots from touching or otherwise interfering with its Communications Facilities.

Section 12.16 Raising or Lowering Wires

Attachee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any person, including, without limitation, a person holding a building moving permit issued by county, state, and local government agencies. The expense of such raising or lowering

shall be paid by the person requesting the same, and Attachee shall have the authority to require such payments in advance. This provision shall not apply to requests by Owner for its own purposes.

Section 12.17 Accuracy of Maps

Owner and Attachee does not guarantee the accuracy of any maps showing the horizontal or vertical location of its existing structures.

Section 12.18 Notice Prior to Construction

Attachee shall give appropriate notice to Owner of proposed construction, excavation, laying, or stringing on poles, but in no event shall such notice be given less than three (3) normal working days before such commencement. Drop poles, to which the Attachee makes attachments pursuant to Section 3.1, are not subject to notification of the Owner,.

Section 12.19 Entire Agreement

This Agreement and any exhibits or amendments which may be attached hereto from time to time, constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and may be modified only by a writing executed by both Owner and Attachee.

Section 12.20 Severability

Should any section or provision of this Agreement or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof; except that, Owner may elect to declare that the entire Agreement is invalidated if the portion declared invalid is, in the sole judgment of Owner, an essential part of this Agreement.

Section 12.21 Notice

In addition to notices provided under Section 8.3, any notice required to be given or made in connection with this Agreement shall be in writing and shall be deemed properly or sufficiently given or made: (a) by certified or registered mail, express mail or other overnight delivery service with proper postage or other charges prepaid; or (b) by electronic transmission (email). Notice shall be addressed or directed to the respective representative of the Parties below, or by any other method mutually agreed upon in writing by the Parties.

To OEU:
Ocala Electric Utility
Attn: Electric Engineering Manager
1805 NE 30th Avenue Bldg. 400
Ocala FL 34470-4875
Email: oeujointuse@ocalafl.gov

To Bellsouth Telecommunications LLC d/b/a AT&T Florida:
Attn: J. D. Ryals
6915 Pine Forest Road
Pensacola, FL 32536

Email: jr5697@att.com and g13922@att.com

Each party shall have the right to change its mail or email address at any time, and from time to time, by giving written notice thereof to all other parties.

Section 12.22 Use of a Third-Party Contractor by Owner

The Owner, at its sole discretion, may engage a qualified third-party contractor to act on its behalf to perform services contemplated in this Agreement, including, but not limited to, pre- and post-attachment inspections, permit application review, and make-ready engineering and construction management.

Attachee shall be responsible for the direct payment to the third-party contractor of all reasonable fees, costs, and expenses for such work. This direct payment arrangement shall not create a contractual relationship between Attachee and the third-party contractor, who at all times acts solely on behalf of and at the direction of the Owner. The rights and obligations set forth in this Section shall apply to and supplement any other relevant provisions of this Agreement governing such activities.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, by their respective officers thereunto duly authorized on the dates indicated below.

City of Ocala, D/B/A
Ocala Electric Utility

By: _____
Kristen Dreyer
President, Ocala City Council

Attest: _____
Angel B. Jacobs
City Clerk

Date: _____

Approved as to form and legality:

_____
William E. Sexton
City Attorney

Bellsouth Telecommunications LLC

By: _____
Annalissa Nosie
Director-Network ACE

_____
Witness

_____
Witness

POLE ATTACHMENT AGREEMENT
Application and Permit
Exhibit "A"

Company Name _____Date: _____

In accordance with the terms and conditions of the existing Attachment Agreement, application is hereby made for permit to make attachments to Ocala Electric Utility' poles for installation of communications facilities as indicated on the attached construction detail drawing/s-number/s . Certified copies of approved construction permits, as may be required by local governmental authority for the facilities indicated on the drawing/s, are attached also. Construction work as provided for under this "Application and Permit," shall commence within sixty (60) days and be completed within one hundred twenty (120) days of the approval date of this application and permit as set forth below, otherwise this application and permit shall become null and void.

_____
By _____
Title _____
Phone number _____

Attachee's Internal Permit Number _____ (Attach drawing)
Address of Project_____
Project Name / Description_____
…(To Be Completed By City of Ocala Electric Utility – Estimate or Denial)……..……..……
Total Previous Attachments _____
Attachments This Permit _____
New Total Attachments _____

Permit will be granted, subject to your approval of the following changes and rearrangements at an estimated cost to you of $_____, payable in advance.

Permit denied under *Section 2.1* _____ day of _____, _____.
day month year
…(To Be Completed By Attachee – Estimate Approval Section)……
The above changes and rearrangements approved _____ day of _____, _____ and advance payment therefore enclosed.
day month year

By _____ *(Attachee Name & Signature)*
Title _____
…(To Be Completed By City of Ocala Electric Utility – Permit Approval)…...……
Permit approved _____ day of _____, _____ By _____
day month year
Title _____

OEU work ticket (permit) number _____
Total Previous Attachments _____
Attachments This Permit _____
New Total Attachments _____

Ocala Utility Services Pole No.	Existing Attachment Height Information								New Attach Height	
	POWER FACILITIES				CATV		Phone			
	Neutral	Xfrmr	St.Light	Riser/Svc Drop	Co. A	Co. B	Main Line	Svc Drop		

Cable to Install: ( ) Coaxial ( ) Fiber Optic Cable Size: _____ Cable Weight:_____
Messenger size: _____Messenger Tension: _____ _____

*Existing Cable: ( ) Coaxial ( ) Fiber Optic Cable Size: _____ Cable Weight: _____
Messenger size: _____ Messenger Tension:_____

Attachments requested: _____
Distribution Poles: _____
Transmission Poles: _____.

POLE ATTACHMENT AGREEMENT
Notification of Removal
Exhibit "B"

Company Name _____ Date: _____

By _____
Title _____
Phone number _____

In accordance with the terms and conditions of the existing Attachment Agreement, remove from your records the following attachment(s) from Ocala Electric Utility's poles listed below:

_____ _____
Location: _____ (Attach drawing)
Total poles discontinued this notice _____
Total poles vacated to date _____

Pole number Pole Location (Address) Permit number (if known)

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

…*(To Be Completed By City of Ocala Electric Utility)*……..…….

Notice Acknowledged:

Date: _____ By _____
Title _____

OEU work ticket (Removal Verification) number _____
Total poles discontinued this notice _____
Total poles vacated to date _____

POLE ATTACHMENT AGREEMENT
Ocala Utility Services
Attachment Count

Exhibit "C"

Submitted by: Date: _____
Name: _____
Address : _____
_____
Phone: _____

Subject: Pole Attachments Quarter _____ Year _____

We have added _____ attachments to poles during this reporting period. The permit numbers and attachment counts are:

_____
_____
_____
_____
_____

We have removed _____ attachments from poles during this reporting period. The permit numbers and attachments counts are:

_____
_____
_____
_____
_____

Total previous attachments _____
Net attachments this quarter _____
Rental credits (total) _(-_____)
New total attachments _____

This brings our total attachments to _____, subject to your agreement.

If you have any questions, please call.

File #: 2026-1648 Agenda Item #: 6b.

Submitted By: Brittany Craven

Presentation By: Chad Lynch

Department: Electric Utility

FORMAL TITLE:
Second Amendment to Agreement with Powerserve Technologies, Inc. to Extend Delivery Deadline and Increase Contract Amount by $82,721

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

PROOF OF PUBLICATION:
Invitation to Bid was released to the public on April 29, 2025.

BACKGROUND:
On July 1, 2025, the City Council approved an agreement with Powerserve Technologies, Inc. (PSTI) for the design and furnishing of relay panels for the Dearmin and Water Plant Substations in the amount of $298,373. The project replaces aging electromechanical relays with modern microprocessor-based relays that provide faster response times, enhanced system protection and control, real-time monitoring capabilities, and compatibility with future smart grid technologies. The upgrade is a key component of Ocala Electric Utility's (OEU's) ongoing efforts to improve system reliability, reduce maintenance requirements, and support future load growth and operational needs.

FINDINGS AND CONCLUSIONS:
During detailed engineering, equipment procurement, and project development, OEU and PSTI identified opportunities to improve project delivery and long-term system performance. The protective relays originally specified for the project are currently experiencing extended manufacturer lead times, which could adversely affect project completion. To mitigate this risk, alternative relay equipment has been identified that is available within the project timeframe and provides enhanced protection, monitoring, and operational flexibility compared to the originally specified equipment.

The proposed amendment also includes additional relay-setting and coordination services necessary to properly configure the new relays and ensure reliable operation of the upgraded substations. These services are a critical component of the project. They will help ensure that protective devices operate correctly under normal and faulty conditions, safeguarding utility infrastructure and maintaining electric system reliability.

The amendment will increase the contract amount by $82,721 and extend the project completion date from June 26 to September 30, 2026. The schedule extension provides adequate time for equipment delivery, system configuration, testing, and commissioning, helping ensure successful project implementation while minimizing operational risks. The requested changes result from detailed engineering and project execution efforts. They are intended to maintain project momentum, avoid potential delays due to equipment availability, and deliver a more reliable and capable protection system for OEU.

Accordingly, OEU is requesting approval of a second amendment to the agreement with Powerserve Technologies, Inc. in the amount of $82,721, increasing the total contract amount from $298,373 to $381,094, and extending the contract completion date to September 30, 2026.

FISCAL IMPACT:
Approval of this amendment will increase the contract amount by $82,721 for a revised total contract value of $381,094. Funding is available within the approved Ocala Electric Utility capital improvement budget account #332-032-167-531-69-65010.

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

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

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

SECOND AMENDMENT TO AGREEMENT TO DESIGN AND FURNISH RELAYS AND PANELS – DEARMIN AND WATER PLANT SUBSTATIONS

THIS SECOND AMENDMENT TO AGREEMENT TO DESIGN AND FURNISH RELAYS AND PANELS – DEARMIN AND WATER PLANT SUBSTATIONS ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **POWERSERVE TECHNOLOGIES, INC.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 65-0618324) ("Contractor").

WHEREAS, on July 10, 2025, City and Contractor entered into an Agreement to Design and Furnish Relays and Panels – Dearmin and Water Plant Substations (the "Original Agreement"), City of Ocala Contract No.: ELE/250610, with a final completion date of January 1, 2026.

WHEREAS, on February 7, 2026, City and Contractor entered into a First Amendment to Agreement to Design and Furnish Relays and Panels – Dearmin and Water Plant Substations to extend the time for performance; and

WHEREAS, City and Contractor wish to further revise the Original Agreement, as amended, to include the provision of settings for the relays and panels at the Dearmin and Water Plant Substations, and to extend the time for performance.

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

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **COMPENSATION.** City shall pay Contractor a maximum limiting amount of **THREE HUNDRED EIGHTY-ONE THOUSAND, NINETY-FOUR AND NO/100 DOLLARS ($381,094)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the pricing schedule in **Exhibit C – Price Proposal** and **Exhibit 1 – Change Orders**.
4. **TIME FOR PERFORMANCE.** All items must be received by the City of Ocala's Electric Utility Warehouse, located at 1805 NE 30th Avenue, Bldg. 700, Gate 5, Ocala, Florida 34470 no later than **SEPTEMBER 30, 2026**.
5. **NOTICES.** All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Powerserve Technologies, Inc.
Attention: J. Tony Oruga, P.E.
15074 Park of Commerce Blvd., #4
Jupiter, Florida 33478
Phone: 561-840-1441
E-mail: aoruga@powerservetech.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

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

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

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Ire Bethea, Sr.
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

POWERSERVE TECHNOLOGIES, INC.

_____

By: _____
(Printed Name)

Title: _____
(Title)

Powerserve Technologies, Inc.

15074 Park of Commerce Blvd, Suite 4
Jupiter, FL 33478

City of Ocala: Dearmin and Water Plant Substations; Line and Distribution Relay Settings:

Powerserve Technologies Inc. (PSTI) is pleased to submit this proposal for providing settings for the following relays at:

1) Dearmin Substation:
   a) Three (3) SEL-311C relays for step distance protection of the 69kV Ocala transmission line terminals.
   b) Two (2) SEL-387-0 -5 -6 relays for differential protection of the 230 - 69kV auto-transformers.
   c) Two (2) SEL-387-0 -5 -6 relays for differential protection of the 69kV busses.
   d) Two (2) SEL-351-6 relays for backup protection of two (2) 230 - 69kV auto-transformers.
   e) Two (2) SEL-351-6 relays for reverse power protection for two (2) 230 - 69kV auto-transformers.
   f) Two (2) SEL-351-6 relays for breaker failure protection for two (2) 69kV breakers.
2) Water Plant substation:
   a) One (1) SEL-387A relay for differential protection of the 69 – 12.4kV power transformer.
   b) One (1) SEL-351-6 relay for backup protection of the 69kV transformer.
   c) One (1) SEL-351-6 relay for differential protection of the 12.4kV bus.

Scope of Work/Clarifications:

1) Perform complete drawing review to identify and correct any possible issues.
2) The City of Ocala (Ocala) will provide the ASPEN model of their system to aid in creating and coordinating the settings.
   a) Ocala will provide settings for all existing relays.
   b) Ocala will provide examples of any existing new microprocessor line relays in their system as standard practices for the new relays (naming conventions, relay auto-reclosing (if any) and logic, timing and timers, backup elements (if any), etc.)
3) Develop relay logic to execute the operational philosophy conceived by Ocala.
   a) Ocala will actively assist in helping PSTI understand their wants and expectations with written descriptions. This assistance may necessitate written descriptions on Ocala's philosophies regarding (but not limited to):
      i) Line relays:
         (1) Closing synchronizing for the transmission breakers (synch check, dead line, live line, dead bus, live bus, angle, slip frequency, etc.)
         (2) Automatic reclosing of transmission lines (open interval, faults types that allow reclosing, etc.)
         (3) Backup functions to be included in the line relays (directional overcurrent, Switch-onto-Fault, etc.)
      ii) Differential relays:
         (1) Discussion of any transformer alarm or tripping to be supervised by the relay,
         (2) Description of how Ocala wants the protection to operate. Including but not limited:
            (a) Pickup and slope preferences.
            (b) Transformer alarms to trip or be used in the relay logic.
            (c) Tripping or permissive closing needed.
            (d) Auto-restoration schemes if any.
            (e) Other preferences not included.
   b) If new settings and logic philosophies are not provided, settings and logic will be based on the existing settings and wiring of the electromechanical relaying.
4) Provide SEL relay database files (rdb) setting files for:
   a) Dearmin Substation:

Powerserve Technologies, Inc.

15074 Park of Commerce Blvd, Suite 4
Jupiter, FL 33478

i) Per conversations with Ocala personnel during the site visit of October 16, 2025, the settings for the three (3) 387L Line Differential relays are already completed and Ocala personnel will relocate the relays from their existing installations to the new line panels.

ii) Three (3) SEL-311C relays for step distance protection of the 69kV Ocala transmission line terminals.

iii) Two (2) SEL-387-0 -5 -6 relays for differential protection of the 230 - 69kV auto-transformers.

iv) Two (2) SEL-387-0 -5 -6 relays for differential protection of the 69kV busses.

v) Two (2) SEL-351-6 relays for backup protection of two (2) 230 - 69kV transformers.

vi) Two (2) SEL-351-6 relays for reverse power protection for two (2) 230 - 69kV auto-transformers.

vii) Two (2) SEL-351-6 relays for breaker failure protection for two (2) 69kV breakers.

b) Water Plant Substation:

i) One (1) SEL-387A relay for differential protection of the 69 – 12.4kV power transformer.

ii) One (1) SEL-351-6 relay for backup protection of the 69kV – 12.4kV power transformer.

iii) One (1) SEL-351-6 relay for differential protection of the 12.4kV bus.

Clarifications & Exceptions:

1) The scope of work above is the only scope for this project.
2) Communications and internal logic for RTAC and DPAC(s) are not included.
3) The SEL-387L relays are already configured and Ocala personnel will be responsible for relocating the relays to the new relay panels.

Price

The following price is Lump Sum to prepare the settings for the above relays based on the drawings provided and discussions with Ocala personnel and per the Scope of Work above:

Prepare Settings	**$49, 981.00**

If you have questions, please, feel free to contact Michael Miller at your convenience by email at mdmiller@powerservetech.com.

Thank you for your consideration,

Michael Miller

Michael Miller
Vice President

Powerserve Technologies, Inc.

15074 Park of Commerce Blvd, Suite 4
Jupiter, FL 33478

For: City of Ocala Electric Utility, Change Order Request for Purchase Order ELE/250610

Date: May 13, 2026

Due to changes to the scope of this project, which have been agreed to by both the City of Ocala Electric and Powerserve Technologies in various emails, and enumerated below:

1) Provide Quantity 2 SEL 2440#8MMF DPAC devices for Dearmin Sub	$4676.50
a. Originally to be provided by the city	
2) SEL-351 Relays	
a. Original PO called for 6 each. Design required only 5	$-4224.22
b. At Water Plant Sub, Replace one 351#GEDW with one 351#0107	$887.26
3) Change SEL-387 Relays to SEL 487E relays	$24,049.00
a. 4 at Dearmin, 1 at Water Plant. Price Difference shown.	
4) Engineering and Drafting for SEL-378 to SEL-487 change	$1500.00
a. 12 hours at @125.00/hr	
5) Provide Control Switches and Selector Switches for Dearmin Panels	$5850.93
a. These switches were omitted from the original specifications	

Change Order Total	$32,739.47

If you have questions, please, feel free to contact W. D. Clark at DClark@powerservetech.com or at 561-722-9317

Thank you

W D Clark

W. D. Clark
Manufacturing Manager / Senior Field Engineer

Docusign Envelope ID: 6F04491E-A0EB-490D-99DC-7505DC92BDD2

AGREEMENT TO DESIGN AND FURNISH RELAYS AND PANELS – DEARMIN AND WATER PLANT SUBSTATIONS

THIS AGREEMENT TO DESIGN AND FURNISH RELAYS AND PANELS – DEARMIN AND WATER PLANT SUBSTATIONS (Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **POWERSERVE TECHNOLOGIES, INC.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 65-0618324) ("Contractor").

R E C I T A L S :

WHEREAS, on April 29, 2025, City issued an Invitation to Bid ("ITB") for the design and provision of relays and panels for its Dearmin and Water Plant electric substations, ITB No.: ELE/250610 (the "Solicitation"); and

WHEREAS, a total of four (4) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Powerserve Technologies, Inc. was found to be the lowest; and

WHEREAS, Powerserve Technologies, Inc. was chosen as the intended awardee to design and furnish relays for the City's Dearmin and Water Plant substations (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; 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 Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

      Exhibit A: Scope of Work (A-1 through A-5)
      Exhibit B: Technical Specifications (B-1 through B-7)
      Exhibit C: Price Proposal (C-1)
      Exhibit D: Contractor Documentation (D-1)

      If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B then (3) Exhibit C, then (4) Exhibit D.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, 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.

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4. **COMPENSATION.** City shall pay Contractor a maximum limiting amount of **TWO HUNDRED NINETY-EIGHT THOUSAND, THREE HUNDRED SEVENTY-TWO AND 38/100 DOLLARS ($298,372.38)** (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 C – 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**: Payment will be made upon completion of delivery as stated herein and submission of invoices in duplicate at set forth herein 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**. Immediately upon receipt of the purchase order, the Contractor shall submit electronically for review a production schedule and payment schedule indicating the pro rata amount of the lump sum that will be invoiced for each item of the equipment to be furnished.
   C. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Invoices shall show the price agreed upon for the equipment, and the related purchase order numbers. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Electric Utility,** Attn: **Robert Whitehead**, **1805 NE 30th Avenue, Bldg. 400, Ocala, Florida 34470,** E-Mail: rwhitehead@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 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.

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5. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
   A. **All items must be received by the City of Ocala's Electric Utility Warehouse, located at 1805 NE 30th Avenue, Bldg. 700, Gate 5, Ocala, FL 34470, no later than JANUARY 1, 2026**.
   B. 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.
   C. 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.
   D. 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. **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.
7. **PERFORMANCE AND PAYMENT BOND**. Contractor shall furnish a certified and recorded Performance and Payment Bond in the amount of **TWO HUNDRED NINETY-EIGHT THOUSAND, THREE HUNDRED SEVENTY-TWO AND 38/100 DOLLARS ($298,372.38)** as security for the faithful performance of the work as required and set forth in the Contract Documents within the time set forth for performance under this Agreement and for prompt payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided for herein.
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.

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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, 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) placing a claim against the performance bond, or (iii) any other remedy as provided by law.

D. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

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

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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.

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.

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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 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.

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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
    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

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

28. **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.
29. **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.
30. **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.
31. **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.
32. **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.

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33. **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.

34. **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.

35. **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.

36. **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.

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37. **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.
38. **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.
39. **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.
40. **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.
41. **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.
42. **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.
43. **NO WAIVER OF SOVEREIGN IMMUNITY.** The foregoing indemnification shall not constitute a waiver of the City's sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes. Nor shall the same be construed to constitute agreement by Contractor to indemnify City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.
44. **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

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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:	Powerserve Technologies, inc. Attention: J. Tony Oruga, P.E. 15074 Park of Commerce Blvd., #4 Jupiter, Florida 33478 Phone: 561-840-1441 E-mail: aoruga@powerservetech.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

45. **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.

46. **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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47. **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.
48. **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.
49. **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.
50. **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.
51. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
52. **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.
53. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
54. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
55. **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.
56. **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.

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57. **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 7/10/2025.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E64A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
Kristen Dreyer
382728BFAF374FC...
Kristen Dreyer
City Council President

Approved as to form and legality:

Signed by:
William E. Sexton
4A55AB8A8ED04F3...

By: William E. Sexton
(Printed Name)

Title: City Attorney

POWERSERVE TECHNOLOGIES, INC.

Signed by:
Tony Oruga, P.E.
561805E2BEBF440...(Signature)

By: Tony Oruga, P.E.
(Printed Name)

Title: Business Development Manager
(Title of Authorized Signatory)

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BACKGROUND

1. Contractor shall design and furnish relays and panels supporting the Dearmin and Water Plant substations.
2. The relays and panels shall be fabricated and furnished completely, with all protection and control equipment mounted and wired in accordance with these specifications and the information provided in the Contract Documents. Contractor shall design and furnish relay panels complete with specified devices, terminal blocks, fuse blocks, fuses, and internal wiring, ready for installation. Contractor shall provide engineered substation drawings associated with furnished relay panels, including AC single and three-line diagrams, AC/DC elementary, and CT/PT elementary. The City shall wire all external wiring noted on the engineered drawings.

DELIVERY

1. All items must be received by the City of Ocala's Electric Utility Warehouse located at, 1805 NE 30th Avenue, Bldg. 700, Gate 5, Ocala, FL 34470, no later than **January 1, 2026**.
2. Delivery will be F.O.B. designated site, prepaid and allowed, as directed by the City of Ocala, and set forth herein. *The articles to be furnished hereunder shall be delivered. The supplier pays all transportation charges to the destination.*
3. City, County, and Florida Department of Transportation road-use permits, and any other permits or licenses required for the work shall be obtained by the Contractor at their own expense. Special arrangements for traffic control, escorts, or other support services shall also be provided at the Contractor's expense.
4. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by transportation operations. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
5. The City of Ocala will inspect the electrical equipment upon its arrival. If it is found to be defective or not in conformity with the requirements set out ***Exhibit B – Technical Specifications***, the City of Ocala reserves the right to reject such equipment. Acceptance of delivery from the carrier shall not constitute acceptance of the equipment.
6. Relays and panels must be delivered with all manufacturers' tags and labels intact. Contractor must handle and store the equipment to prevent damage to the units. Units shall be tagged with the applicable substation's name (Dearmin / Water Plant Substation) and panel number. Panels delivered in broken, damaged, or unlabeled condition will not be accepted.
7. Scheduling of all deliveries shall be coordinated with the City Project Manager.

PROJECT SUMMARY, DELIVERABLES AND HOURS

1. **Project Requirements:** Work shall conform to the applicable requirements of all Federal, State, and local agencies having jurisdiction and the applicable provisions of the latest edition of the following standards, except as modified herein.
    a. American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE):

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i. C2 – National Electrical Safety Code (NESC)

ii. C37.20 – Switchgear Assemblies Including Metal–Enclosed Bus

b. National Fire Protection Association (NFPA)

i. 70 – National Electrical Code (NEC)

2. **Project Summary:** Contractor shall perform the following services for the City of Ocala:

a. The workmanship, design, and materials shall be of the highest quality and most suitable for the application. The materials and equipment shall be new, of proven manufacture, and free of defects. The design shall provide maximum mechanical and electrical strength, incorporating ample safety factors.

b. The relay panel layout and assembly drawings for the Dearmin and Water Plant substation panels outline the general layout of the relay panels, devices, and equipment within the scope of this project section, as well as the design and function of each associated circuit.

c. Contractor shall endeavor to coordinate significant and minor design changes with the Project Manager to ensure accurate alignment and structural stability within the control house design.

3. **Deliverables:** Contractor shall submit the following within **sixty (60) days** of Notice to Proceed (NTP) and before initiating fabrication. The number of copies shall be as specified in ***Exhibit B – Technical Specifications***. Shop drawings shall also be submitted within the time stated in Exhibit B and shall include:

a. **Process & Fabrication Submittals:**

i. Contractor shall submit their preparation and finished process to the City Project Manager for review.

ii. Catalog cuts of any miscellaneous devices, switches, etc., NOT included in the materials listed in ***Exhibit C – Relay Parts List***.

b. **Shop Drawings** - The following drawings shall be included with these specifications for each relay panel:

i. Current relay panel layout and assembly drawings.

ii. Current relay panel wiring diagrams, DC schematics, one line drawings, and all other associated existing drawings.

c. **Shop Drawing Submittals** - Contractor shall submit new engineered shop drawings for the control and relay panels to the City of Ocala's Project Manager, Robert Whitehead rwhitehead@ocalafl.gov, Matt O'Cull mocull@ocalafl.gov, Zach Sieg zsieg@ocalafl.gov, or Chance Strickland cstrickland@ocalafl.gov for final approval before panel fabrication, including but not limited to the following:

i. Fabrication drawings, including front, side, and rear views, dimensions, and deviations from the design drawings.

ii. Catalog cuts of any miscellaneous devices, switches, etc., not included on the materials listed in Exhibit C – Relay Parts List.

iii. New relay panel wiring diagrams and all associated DC elementaries.

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iv. New one lines and AC diagrams.

v. New CT and PT elementaries.

vi. New add/demo engineered drawings for the replacement of the substation RTU with the utility supplied SEL 3530 and SEL 2440 equipment.

vii. No equipment shall be manufactured before final approval comments are returned to the panel fabricator.

d. **Manufacturer's Literature:**

i. The panel fabricator shall submit the manufacturer's literature for control and relay panel components, devices, switches, etc., to the Ocala Project Engineer for review.

ii. Upon project completion, two (2) complete copies of the manufacturer's literature for control and relay panel components, devices, switches, etc., shall be delivered to the City Project Manager for record purposes.

e. **Instruction Books:**

i. The instruction book or the operation and maintenance manual shall provide protective relay instruction books (with spare parts leaflets) and a complete description, including the original manufacturer's catalog or part numbers, for all components, including, without limitation, relays, switches, coils, fuses, breaker mechanism components, and all other parts that might have to be replaced in the device's regular operation.

ii. Before the project's final acceptance, two (2) bound sets of instruction books covering all devices furnished under this specification section shall be submitted to the Ocala Project Manager for record purposes.

f. **As-Built Drawings:**

i. Two complete copies of the "as-built" or "record" drawings, corrected according to shop drawings, review comments, approval modifications, or changes, shall be submitted to the Ocala Project Engineer for final installation purposes. In addition, once the project is complete, a CD containing the drawing files compatible with AUTOCAD shall also be delivered to the Ocala Project Engineer.

4. **Working Hours:** The normal/standard working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Contractor shall provide a 48-hour advance notice to the 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. The Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.

3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by

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the other of any complaints received.

4. Contractor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. 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 display a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:
   A. Access to City buildings and facilities to perform the work.
   B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
   C. Provide office facilities for the Contractor, if needed.
2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. 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 performed in compliance with all requirements and instructions of applicable manufacturers.
4. 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.
5. 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.
6. 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.

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SAFETY

1. Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

WARRANTY

1. Contractor will provide a one-year material and labor warranty from the date of completion, against operational failure caused by defective design, material and workmanship which occurs during normal use.
2. The warranty period shall begin once the City accepts the total project and shall cover the replacement of equipment and/or repair, including labor, travel time, and miscellaneous expenses, at no cost to the City of Ocala for the entire warranty period.
3. All manufacturer warranty documentation and owner/operator manuals must be provided before final payment request.

INVOICING

1. All original invoices will be sent to: Robert Whitehead, Project Manager, Ocala Electric Utility, 1805 NE 30th Ave, Bldg. 400 Ocala, FL 34470, email: rwhitehead@ocalafl.gov
2. Immediately upon receipt of the purchase order, the Contractor shall submit electronically for review a production schedule and a payment schedule indicating the pro rata amount of the lump sum bid that will be invoiced for each item of equipment to be furnished. Payment will be made upon completion of delivery as stated herein and submission of invoices in duplicate as set forth herein.
3. The invoice (s) shall show the price agreed upon for the equipment. Invoice(s) must show Purchase Order number(s).
4. Contractor will invoice at least once a month.

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GENERAL SPECIFICATIONS

1. This Exhibit B – Technical Specifications supplements the Scope of Work for Relays and Relay Control Panels, as outlined in Exhibit A. It outlines the technical design requirements, associated control systems, and operating systems for relays and relay control panels.
2. The work shall conform to the applicable requirements of all Federal, State, and local agencies and the relevant provisions of the latest edition or revision of the standards outlined in Exhibit A — Scope of Work (Project Requirements), except as modified herein.

MATERIALS AND EQUIPMENT

1. All material and equipment shall be new, approved, and labeled. Only products by manufacturers regularly engaged in producing specified units will be acceptable.
2. Where two (2) or more units are required which perform the same function or are of the same class of equipment or materials, provide all units from a single manufacturer unless otherwise specified.
3. The selection of all accessories, materials, and fabrication methods not specified that are necessary to complete the fabrication of the units shall be left to the Contractor's discretion and shall be carried out in accordance with best engineering practices. All materials shall be new and of the type required for the application.

CONTROL PANEL DESIGN REQUIREMENTS

1. **Equipment:**

    a. The City of Ocala will provide the following equipment to the Contractor for integration into the relay panels before the final units are delivered to the City of Ocala:

        i. Dearmin Substation:

            1. SEL – 3530 125VDC
            2. SEL – 2440 125VDC

        ii. Water Plant Substation:

            1. SEL – 3530 RTAC / 48VDC
            2. SEL – 2440 / 48VDC

    b. The following equipment must be included within the relay panels delivered to the City of Ocala:

        i. Dearmin Substation:

            1. ABB/ C129A539G01/ Test Switch FT-1 Clear Cover, 10 single poles, red handles
            2. ABB/ 1586C42G36/ Test Switch FT-1 CLEAR Cover / 10-Pole, Current Shorting 6P (3 dbl) / 4 Pole Potentials, with 19-20 Red Handle
            3. GE/ 116B6708G42 R52 R4/ Red Light Type ET-16, LED, Red Lens 125VDC
            4. GE/ 116B6708G42 G52 G4/ Green Light Type ET-16, LED, Green Lens 125VDC
            5. GE/ 116B6708G42 A52 A4/ Amber Light Type ET-16, LED, Amber Lens 125VDC
            6. GE/ 116B6708G42 A52 C4/ White Light Type ET-16, LED, Clear Lens 125VDC

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7. GE/ 1166708G4-8-A73-C4/ White Light Type ET-16, LED, Clear Lens 130 VAC
8. Square D/ Type KA-3, Series G/ Reset Push Button, 30mm Class 9001
9. GE/ 957805C/ 95 LOR Oval Handle, 20 Contacts 10NO, 10NC
10. SEL/ 2810 MT/ Fiber Optic Transceiver
11. SEL/ 2810 MR/ Fiber Optic Transceiver
12. 4Re/ 6004-SCC/ Terminal Block / 4-Position Shorting
13. Penn Union/ 6012/ Terminal Block / 12-Position Shorting
14. Marathon/ F30A2S/ Fuse Holder / 30A 240Volt 9/16th 2X
15. Marathon/ F30A3S/ Fuse Holder / 30A 240Volt 9/16th 2X
16. OT20/ 20 AMP Fuses
17. OT30/ 30 AMP Fuses
18. OT3/ 3 AMP Fuses
19. OT5/ OT5 125VDC

b. Water Plant Substation:

1. ABB/ C129A539G01/ Test Switch FT-1 Clear Cover, 10 single poles, red handles
2. ABB/ 1586C42G36/ Test Switch FT-1 CLEAR Cover / 10-Pole, Current Shorting 6P (3 dbl) / 4 Pole Potentials, with 19-20 Red Handle
3. GE/ 116B6708G42 R52 R4/ Red Light Type ET-16, LED, Red Lens 48VDC
4. GE/ 116B6708G42 G52 G4/ Green Light Type ET-16, LED, Green Lens 48VDC
5. GE/ 116B6708G42 A52 A4/ Amber Light Type ET-16, LED, Amber Lens 48VDC
6. GE/ 116B6708G42 A52 C4/ White Light Type ET-16, LED, Clear Lens 48VDC
7. GE/ 1166708G4-8-A73-C4/ White Light Type ET-16, LED, Clear Lens 130 VAC
8. Square D/ Type KA-3, Series G/ Reset Push Button, 30mm Class 9001
9. GE/ 957805C/ 95 LOR Oval Handle, 20 Contacts 10NO, 10NC
10. SEL/ 2810 MT/ Fiber Optic Transceiver
11. SEL/ 2810 MR/ Fiber Optic transceiver
12. 4Re/ 6004-SCC/ Terminal Block / 4-Position Shorting
13. Penn Union/ 6012/ Terminal Block / 12-Position Shorting
14. Marathon/ F30A2S/ Fuse Holder / 30A 240Volt 9/16th 2X
15. F30A3S Fuse Holder / 30A 240Volt 9/16th 2X
16. OT20 20 Amp Fuses
17. OT30 30 Amp Fuses
18. OT3 3 Amp Fuses
19. OT5 5 Amp Fuses

2. Metal Work:

a. Each panel shall be a fixed vertical panel fabricated from no less than 11 USS gauge leveled steel sheets and reinforced as required to form a rigid self-supporting structure.

b. Each panel shall be formed with edges bent back, joints welded, and ground smooth. Finished panel surfaces shall be free of waves, bellies, and other imperfections. Exterior panel surfaces shall be sandblasted, ground smooth, filled, primed, and enamel finished.

c. Exterior enamel paint color shall be gray; Interior enamel paint color shall be white.

d. Nominal panel arrangements and dimensions shall be as per the drawings provided for each

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substation. All panels shall be provided with nineteen-inch (19") rack mounting inserts in accordance with standard nineteen-inch (19") rack specification dimensions as defined in EIA-310.

e. Instruments, meters, control switches, test switches, and protective relays shall be mounted on the front of the panels where shown. Panel cutouts, mounting studs, and support brackets shall be accurately located as indicated on the drawings.

f. Mounting brackets, as required, shall be arranged for mounting and wiring auxiliary equipment, devices, and terminal blocks. Where needed, sub-panel plates may be added for mounting auxiliary devices inside the panels without the need for additional mounting screws showing on the front side of the panels.

g. Panel space not utilized by equipment shall remain clear for addition of possible future equipment or existing equipment relocation. Suitably sized 19" blank panel inserts (filler plates) shall be furnished as required for these areas.

3. Device Mounting:

a. The devices to be mounted shall be according to the materials list shown in ***Exhibit C — Price Proposal*** and in this ***Exhibit B's Control Panel Design Requirements,*** above. Any change to the listed material must have prior approval from the Ocala Project Engineer.

4. Device Arrangement:

a. The panel fabricator shall prepare fully dimensioned panel arrangement drawings and submit them for the engineer's review and approval. The Engineer may change the panel arrangement at any time before panel cutting and punching without incurring extra cost.

b. Auxiliary devices, such as fuses, resistors, and metering transducers, which will be mounted internally to the panel, shall be arranged for ease of access so as not to block access to other devices.

c. Overall arrangement shall provide free and unobstructed screwdriver access to all device and terminal block screws.

d. The manufacturer shall make allowances for possible additions of auxiliary relays that may be required during the design phases.

5. Device Identification:

a. Every device mounted on the front panels shall be identified by an engraved, white core, black surface, laminated plastic nameplate attached with stainless steel screws.

b. All devices, both front-mounted and internally mounted, shall be identified with engraved, white core, black surface, laminated plastic nameplates attached with suitable double-sided tape or adhesive on the inside of the panel shall bear the exact text as the exterior nameplates, plus identifiers that correspond to those used on the wiring drawings. All fuses shall have nameplates of a similar type identifying the protected circuit.

6. Wiring:

a. Inter-panel wiring shall originate and terminate on terminal blocks, not individual devices within the panel. Terminal blocks shall accommodate no more than two (2) cable terminal

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points.

b. The City of Ocala is responsible for installing the external panel wiring, which will be performed on-site. The installation shall conform to schematic and interconnection drawings developed by an engineer.

c. The Engineer may be required to request wiring changes but will endeavor to keep them to a minimum. However, wiring changes may be made at any time before the commencement of panel wiring without incurring additional costs to the contract.

d. The sequence for current transformer secondary series wiring shall conform precisely to the sequence shown on the one-line drawings.

e. Not more than two wires shall be under any one terminal screw.

f. Each wye-connected CT secondary circuit shall have the neutral conductor grounded from the panel wiring side of the terminal block to which the Owner's external CT wiring will connect. Ground wire shall have a green insulation color.

g. Panel wire shall be rated for 600 volts, switchboard wire, and 19 strands at minimum. CT circuits, AC and DC supply circuits, and PT and control circuits shall be at minimum #12 AWG.

h. A wire label (black writing upon white label) shall be affixed to EACH Wire, identifying the location of the opposite end termination point. This Label shall be located approximately ¼ inch from each termination point on each end of the wire in question. An appropriate font size shall be used to make the label legible at arm's length.

7. Physical Arrangements (For Panel Field Installation):

a. The wiring shall be neat and workmanlike, bundled in harnesses.

b. Wiring outside wire ways shall be trained in bundles and secured with "Ty-raps." Wires in bundles shall be parallel and not intertwined, twisted, or kinked.

c. Screwdriver access to device and block terminals shall not be hindered by wire ways, wire bundles, or any other devices mounted in the panels.

8. Terminations/Terminal Blocks:

a. Terminal blocks shall be manufactured by Penn-Union, ***no exceptions***.

b. Terminal blocks shall be provided to terminate the Owner's wiring entering the panels plus those needed by the Panel Fabricator for internal wiring. Fifteen percent (15%) of the unused (Spare) terminal points distributed among the active points shall be provided.

c. Terminal blocks shall be installed in vertical channel brackets as indicated on the drawings and located to facilitate ease of connection for the Owner's wiring.

d. All termination lugs shall be of the un-insulated ring tongue type. The following lug types manufactured by Burndy shall be used with no exceptions: YAV10, YAV-10L36, and YAV-10T. "Y" or open-type terminations are not permitted. If devices require stranded or solid conductors are to be terminated without ring tongue lugs, and the stranded or solid conductors shall be furred before termination to protect the conductors from damage. See

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section 5, paragraph G above, for possible exceptions to lug type YAV14L36 due to wiring to the SEL 2440.

9. Grounding:

a. Each panel shall be provided with a copper ground bus. The ground bus shall extend the entire panel width to connect to the adjacent panel's ground bus, providing a continuous bus for all panels. The ground bus shall be drilled and tapped to accommodate ground connections required from panel-mounted devices. Additional Drilled and Tapped "spare" holes shall be provided with spare Stainless-Steel screws inserted.

10. Nameplates:

a. Nameplates of laminated construction shall be provided with vertical capital letters. The completed nameplate shall have white letters on a black background. All units and circuit components shall be identified with nameplates. Nameplates shall be firmly attached as described in section 4 (Device Identification) paragraph B.

b. All switches, pushbuttons, indicating lamps, etc., shall be identified by nameplates.

c. All fuses, auxiliary relays, and other devices mounted inside the units shall be identified by nameplates.

11. Switchboard Components:

a. The major items of equipment to be mounted on the control and relay panels, for each substation project, are listed in ***Exhibit C – Price Proposal*** and in this ***Exhibit B's Control Panel Design Requirements***. Substitution of devices listed shall not be allowed unless approved by the City of Ocala in writing. Exhibits C & B identify the principal relays and devices to be used in connection with the work for each substation panel. Terminal blocks, fuse blocks, wire, nameplates, and miscellaneous items not specifically itemized in Exhibit C or B shall be provided as required.

i. All control switches and lockout relays shall be furnished for thick panels of one-eighth inch (1/8").

ii. All lock-out relays shall have a connection point between the two normally closed contacts in series with the operating coil.

iii. All light bulbs shall be LED-type bulbs.

12. Test Switches:

a. Relay and metering test switches (current short-circuiting switches and/or voltage disconnecting switches) shall be provided, as listed, to permit the removal of relays, meters, or other devices from service for calibration.

PROJECT EXECUTION

1. General:

a. The general arrangement shall follow the layout shown on the created drawings as closely as practical. The reason for deviation from the design shown on the drawings shall be submitted to the Project Manager for evaluation before manufacture. The installation shall

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be neat and workmanlike.

2. Assemble:

a. Panel stiffeners shall be used to restore the stiffness to its original uncut rigidity where multiple equipment cutouts have reduced it.

b. All switchboard panels shall be electrically grounded individually, with provisions provided to bond each section solidly to the next and allow for connection with a #4 Copper to the outside Ground.

c. Others shall perform any required field assembly of the switchboard panels. The switchboard panels shall be structurally secured to the floor and set plumb and level.

d. During Transportation and Delivery, precautions shall be taken to ensure that Switchboards are covered and/or protected from any transportation hazards. Upon Delivery, Scratches or damage shall be restored to the original specified condition.

3. Shipping:

a. For transportation, each panel assembly shall be palletized on a 42" square minimum sized Pallet (not to exceed 48"). The Pallet shall be made of material that supports the weight and stresses involved in shipping the panels in the upright position. Panels shall be bolted to the pallet, and additional support shall be added to keep the pallets upright during shipping. A suitable substitution may be used, provided the Project Manager approves it.

b. The panel assemblies shall be covered with a 2-mil opaque plastic bag and then wrapped with shipping plastic wrap. Adequate foam and wooden protection shall be placed over the front-side components to protect them from hazards during shipping. A suitable substitution may be used if approved by the Ocala Engineer.

4. Testing:

a. **Factory Test** – Each switchboard or control panel shall be completely fabricated, assembled, and wire-checked against AC and DC schematics that the winning bidder will engineer. Testing shall include, but is not limited to:

i. Point-to-point wire continuity testing.

ii. Current and voltage input testing for each input.

iii. Insure proper current trace from each shorting block through each relay and its return path.

iv. General control testing of manual controls, shorting test switches, and trip disconnects.

v. Any discrepancies between engineered wiring diagrams and expected results shall be reported to the Project Manager for further design evaluation.

SUBMITTALS AND REVIEW

1. **Shop Drawings:** Shop drawings will be engineered, drawn, and submitted to the City along with a list of material and/or equipment supplemented, with descriptive bulletins, and/or other information necessary to completely describe the material and/or equipment's function and design. ***Shop drawings***

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shall be submitted within 60 days from the date of Notice to Proceed (NTP). All test data required must be submitted to the City of Ocala for review before invoice submission for each material or equipment category.

a. All paper shop drawing submissions required to be delivered to Ocala Electric Utilities shall be mailed, and one electronic copy shall be furnished on a disc in a format compatible with AutoCAD Release 2024 to Ocala Utility Services, 1805 NE 30th Avenue, Building 400, Ocala, FL 34470. A minimum of three (3) paper copies are required. If the Contractor desires the return of more than one (1) paper copy, the appropriate number of additional copies must be submitted.

b. Certified copies of drawings, instruction books, material lists, and operations & maintenance manuals shall be provided for each category of equipment furnished.

2. Shop Drawing Review:

a. Failure by the City of Ocala for reasons other than actions or omissions on the part of the Contractor to return shop drawings within fifteen (15) days from the date of receipt thereof shall constitute the basis for a day-for-day extension in the proposed delivery schedule. Failure by the City of Ocala to return shop drawings within fifteen (15) days due to actions or omissions on the part of the Contractor shall not constitute grounds for an extension of the proposed delivery time.

b. A maximum of two reviews for each submittal will be allowed to establish conformance with the specification. In the event an item has been determined by the City of Ocala not to be in conformance with the contract requirements after two reviews, the Contractor shall pay the City of Ocala an amount equal to the cost incurred by the City to perform additional submittal reviews required to establish conformance with the specification. These costs will be deducted from the Contractor's retainage before final payment.

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Exhibit C - PRICE PROPOSAL

CONTRACT# ELE/250610

	Bidder name	Bidder Location
	POWERSERVE TECHNOLOGIES, INC.	JUPITER, FL

DEARMIN SUBSTATION - RELAY PARTS LIST

ITEM	Manufactuer	Catalog No.	Description	Device	QTY	UNIT COST	EXTENDED COST
1	NA	Relay Panels	Refer to Exhibit B - Technical Specifications		7	$ 21,976.83	$ 153,837.81
2	SEL	387#0103	SEL 387 / 125VDC	87T1, 87T2, 87B1,87B2	4	$8,953.02	$ 35,812.08
3	SEL	311#J6VH	SEL 311 / 125VDC	21/67	3	$7,541.83	$ 22,625.49
4	SEL	351#GEDW	SEL 351 / 125VDC	51T1,51T2,32T1,32T2,51BF,51BF	6	$4,148.79	$ 24,892.74
						TOTAL EXTENDED COST - DEARMIN SUBSTATION	$ 237,168.12

WATER PLANT SUBSTATION - RELAY PARTS LIST

ITEM	Manufactuer	Catalog No.	Description	Device	QTY	UNIT COST	EXTENDED COST
1	NA	Relay Panels	Refer to Exhibit B - Technical Specifications		2	$ 21,976.83	$ 43,953.66
2	SEL	387A	SEL 387 / 48VDC	87T1	1	$8,953.02	$ 8,953.02
3	SEL	351-6	SLE 351 / 48VDC	51T1,87B1	2	$4,148.79	$ 8,297.58
						TOTAL EXTENDED COST - WATERPLANT SUBSTATION	$ 61,204.26
						TOTAL BID (DEARMIN & WATERPLANT SUBSTATIONS)	$ 298,372.38

Docusign Envelope ID: 6F04491E-A0EB-490D-99DC-7505DC92BDD2

POWERSERVE TECHNOLOGIES, INC.

Powerserve Technologies, Inc.
15074 Park of Commerce #4
Jupiter, FL 33748

Clarifications

1) **Exhibit B - Control Panel Design Requirements**
   Section 1. Equipment
   Subsection b. - Dearmin Substation and Water Plant Substation
   Item 9 - "GE/ 957805C/ 95 LOR Oval Handle, 20 contacts 10NO, 10NC" is no longer commercially available.

   This device was an Electroswitch LOR, part number 7805C which was re-branded by GE. We propose the Electroswitch LOR, part number 7805D (125VDC coil) as an equivalent substitute in the Dearmin Sub panels and Electroswitch LOR, part number 7805C (48VDC coil) as an equivalent substitute in the Water Plant Sub panels.

2) **Exhibit B - Control Panel Design Requirements**
   Section 2. Metal Work
   Items b and c: PSTI will provide powder coat finish on all panel metal components to match existing station panel color.

3) There is an opportunity to combine some relay functions into single SEL relays for improved efficiency. Powerserve has expertise in this area and will work with the City of Ocala to optimize the design of the protective scheme, that could result in subsequent savings for the City of Ocala.

Certificate Of Completion

Envelope Id: 6F04491E-A0EB-490D-99DC-7505DC92BDD2
Status: Completed
Subject: SIGNATURE - Agreement to Design and Furnish Relays and Panels (ELE/250610)
Source Envelope:
Document Pages: 29
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
7/3/2025 2:09:37 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
Tony Oruga, P.E. aoruga@powerservetech.com Business Development Manager Security Level: Email, Account Authentication (None)	Signed by: Tony Oruga, P.E. 561805E2BEBF440... Signature Adoption: Pre-selected Style Using IP Address: 152.44.7.247	Sent: 7/3/2025 2:11:57 PM Viewed: 7/3/2025 2:34:03 PM Signed: 7/3/2025 2:37:23 PM
Electronic Record and Signature Disclosure: Accepted: 7/3/2025 2:34:03 PM ID: bc0c6c14-ed66-4835-80bf-6595576bcbc0		
William E. Sexton wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/3/2025 2:37:25 PM Viewed: 7/7/2025 10:50:39 AM Signed: 7/7/2025 11:02:47 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Kristen Dreyer kdreyer@ocalafl.gov Council President City of Ocala Security Level: Email, Account Authentication (None)	Signed by: kristen Dreyer 382728BFAF374FC... Signature Adoption: Pre-selected Style Using IP Address: 2600:1006:b30c:5c4f:488d:92d3:b4f9:9d65 Signed using mobile	Sent: 7/7/2025 11:02:49 AM Viewed: 7/10/2025 1:24:59 AM Signed: 7/10/2025 1:25:16 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: 7/10/2025 1:25:17 AM Viewed: 7/10/2025 11:53:26 AM Signed: 7/10/2025 11:53:51 AM

Signer Events	Signature	Timestamp

Electronic Record and Signature Disclosure:
Accepted: 7/10/2025 11:53:26 AM
ID: 45e4badc-73c4-422f-98c2-d18984dd6cfa

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/3/2025 2:11:57 PM
Certified Delivered	Security Checked	7/10/2025 11:53:26 AM
Signing Complete	Security Checked	7/10/2025 11:53:51 AM
Completed	Security Checked	7/10/2025 11:53:51 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Ocala

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Item Details

File Number: 2025-1456

ID #:	2025-1456	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	10	**In Control:**	City Council
				File Created:	06/05/2025
Presented By: :				**Final Action:**	07/01/2025

rmal Title: Approve agreement with Powerserve Technologies, Inc. for the provision of design and furnishing of relays and panels for the Dearmin and Water Plant Substations in the amount of $298,373

Internal Notes:

Target Meeting: 07/01/2025

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - Agreement to Design and Furnish Relay Panels - Dearmin and Water Plant Substations - Powerserve Technologies, Inc (ELE 250610), BID TABULATION (ELE 250610)

Enactment Number:

:ommendation:

Hearing Date:

Entered by: biverson@ocalafl.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/01/2025	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 2025-1456

Submitted By: Robert Whitehead

Presentation By: Doug Peebles

..end
Department: Electric Utility

STAFF RECOMMENDATION (Motion Ready):

Approve agreement with Powerserve Technologies, Inc. for the provision of design and furnishing of relays and panels for the Dearmin and Water Plant Substations in the amount of $298,373

..end

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
Invitation to Bid was released to the public on 4/29/2025

BACKGROUND:
In May 2023, City Council approved the purchase of two auto transformers for the Dearmin Substation as part of Ocala Electric Utility's infrastructure modernization plan. In conjunction with this upgrade, the utility will transition from mechanical relays to advanced microprocessor-based relays.
These modern relays offer faster response times, enhanced protection and control, real-time monitoring, and integration with smart grid systems. This upgrade will improve system reliability, reduce operational costs, and support future energy demands.
FINDINGS AND CONCLUSIONS:
On April 29, 2025, the City issued Invitation to Bid (ITB) No. ELE/250610 for the design and furnishing of relays and panels for the Dearmin and Water Plant substations.
On May 22, 2025, bids were received from four vendors. The bid from Electrical Power Products, Inc. was rejected as non-responsive due to failure to meet the response requirements as outlined in the solicitation. Bid results for the remaining responsive bidders are summarized below:

Powerserve Technologies, Inc. was found to be the lowest responsive and responsible bidder with a total bid of $298,372.38. The investment aligns with Ocala Electric Utility's commitment to long-term resilience, improved service delivery, and a more efficient, data-driven electric grid.
Staff recommends approval of the contract award to Powerserve Technologies, Inc.

FISCAL IMPACT:
Funding for this project is budgeted in the Fiscal Year 2024-25 account #332-032-167-531-69-65010.

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

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

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

File #: 2026-1677 Agenda Item #: 6c.

Submitted By: Laurie Hornberger

Presentation By: Sean Lanier

Department: Water & Sewer

STAFF RECOMMENDATION (Motion Ready):
Contract for environmental water testing services with Advanced Environmental Laboratories, Inc., for a not to exceed amount of $66,517

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

PROOF OF PUBLICATION:
4/8/2026

BACKGROUND:
The Water Resources Department (Department) has an ongoing need for environmental water testing services. These services are needed for the Compliance Monitoring Division on behalf of two wastewater treatment facilities, two water treatment facilities, and one water quality laboratory for permit analyses that are required for regulatory agencies.

FINDINGS AND CONCLUSIONS:
On April 8, 2026, the City of Ocala issued an Invitation to Bid for the provision of environmental water testing services, Contract No. WRS/260618. Three firms responded to the solicitation and, after consideration of price and other evaluation factors outlined in the solicitation, the bid submitted by Advanced Environmental Laboratories, Inc. (AEL) was found to be the lowest. The Procurement and Contracts Department certifies that AEL is qualified and possesses the required experience and licensure.

Bidder's Name	Office Location	Amount
Advanced Environmental Laboratories, Inc.	Gainesville, FL	$56,517.00
Pace Analytical	Minneapolis, MN	$57,317.04
Eurofins Drinking Water and Wastewater Southeast,	Leola, PA	$60,716.00

The bid was based on unit pricing and the estimated quantities of each line item. As the actual quantities may vary due to the testing requirements, the proposed agreement includes an additional $10,000 for the additional

testing that may be required.

Staff recommends approval of the agreement with Advanced Environmental Laboratories, Inc., for three years, with a not-to-exceed amount of $66,517, commencing on October 01, 2026, expiring on September 30, 2029, with the option of two one-year renewals.

FISCAL IMPACT:
Funding for this contract will be budgeted for Fiscal Year 2026-27 in account 455-030-307-535-53-34010. The Department will budget annually to cover costs for future years.

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

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

AGREEMENT FOR ENVIRONMENTAL WATER TESTING SERVICES

THIS AGREEMENT FOR ENVIRONMENTAL WATER TESTING SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ADVANCED ENVIRONMENTAL LABORATORIES, INC.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN:59-3274470) ("Contractor").

WHEREAS, on April 8, 2026, City issued an Invitation to Bid for the provision of environmental water testing services, ITB No.: WRS/260618 (the "Solicitation"); and

WHEREAS, three (3) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Advanced Environmental Laboratories, Inc. was found to be the lowest; and

WHEREAS, Contractor was chosen as the intended awardee to provide environmental water testing services (the "Project"); and

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

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

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

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

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

   Exhibit A: Scope of Work (A-1 through A-3)
   Exhibit B: Price Proposal (B-1)
   Exhibit C: Appendices (C-1 through C-20)

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

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

4. **COMPENSATION.** City shall pay Contractor an amount no greater than **SIXTY-SIX THOUSAND, FIVE HUNDRED SEVENTEEN AND NO/100 DOLLARS ($66,517)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.

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

B. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Water Resources Department**, Attn: Benjamin Moose**, 4200 SE 24th Street, Ocala, FL 34471,** E-Mail: bmoose@ocalafl.gov.

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

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

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

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

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

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

5. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **OCTOBER 1, 2026,** and continue in effect for a term of **THREE (3) YEARS**, through and including **SEPTEMBER 30, 2029** (the "Term"). This Agreement may be renewed for up to **TWO (2)** additional **ONE (1) YEAR** periods by written consent between City and Contractor.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

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

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

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.

   A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

   B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party

in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

   (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

   (2) Contractor provides material that does not meet the specifications of the Agreement;

   (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or

   (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

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

C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

   (1) City shall be entitled to terminate this Agreement without further notice;

   (2) City shall be entitled to hire another Contractor to complete the required work in accordance with the needs of City;

   (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and

   (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

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

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

9. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

10. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

12. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.

B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.

C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

D. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a

contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
    A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
    C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
    D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
    E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
14. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.
    A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.
    B. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.
    C. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.
15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.

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

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

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and

    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.

    C. Policy must include coverage for contractual liability and independent contractors.

    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

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

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

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

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

20. **ADDITIONAL INSURANCE REQUIREMENTS.**

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

    B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss

not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

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

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

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

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

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

21. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety

Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;

B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

24. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor’s emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

25. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to

be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

26. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Contractor:	Advanced Environmental Laboratories, Inc Attention: Todd Romero 4965 SW 41st Blvd Gainesville, FL, 32608 Phone: 352-377-2349 E-mail: tromero@aellab.com
If to City of Ocala:	Jameel Barnes, Director City of Ocala, Procurement & Contracting Department 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

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

addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
44. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
48. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
49. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
50. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
51. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

CITY OF OCALA

_____
Ire J. Bethea Sr.
City Council President

ADVANCED ENVIRONMENTAL LABORATORIES, INC.

_____

By: _____
(Printed Name)

Title: _____
(Title)

BACKGROUND

Contractor shall provide environmental water testing services (including wastewater and drinking water) for the Compliance Monitoring Division, supporting two wastewater treatment facilities, two water treatment facilities, and one water quality laboratory. Services shall include all permit-required analyses for applicable regulatory agencies on behalf of the Water Resources Department.

LICENSING REQUIREMENTS

Certification Requirement: Contractor must be certified under the National Environmental Laboratory Accreditation Program (NELAP) by the Florida Department of Health in accordance with the test requested by the City of Ocala.

DELIVERY

1. Supplies will be delivered or shipped to the Project Manager, Benjamin Moose, Compliance Monitoring Manager, Compliance Monitoring Division, City of Ocala.
2. Scheduling of all deliveries shall be coordinated with the City Project Manager, Benjamin Moose.

PROJECT SUMMARY, DELIVERABLES AND HOURS

1. **Project Summary:** The Contractor will be required to perform the following services for the City of Ocala: The estimated number of tests to be conducted annually, as shown in the appendices, is based on regulatory requirements. The actual number may change depending on annual requirements and needs.
    - Contractor shall perform Drinking Water Testing (Water Treatment Plant 1 & 2) outlined in **Appendix A.**
    - Contractor shall perform Quarterly Sludge (Water Reclamation Facility 2 & 3) test outlined in **Appendix B.**
    - Contractor shall perform Annual Sludge TCLP (Water Treatment Plant 1, Water Reclamation Facility 2 & 3) test outlined in **Appendix C**.
    - Contractor shall perform Quarterly TKN and Sodium (Water Reclamation Facility 3 Monitoring Wells) test outlined in **Appendix D**l.
    - Contractor shall perform Reagent Water Testing (Water Quality Laboratory) outlined in **Appendix E**.
    - Contractor shall perform Annual Effluent (Water Reclamation Facility 2 & 3) test outlined in **Appendix F**.
    - Contractor shall perform Annual Influent (Water Reclamation Facility 2 & 3) test outlined in **Appendix G**.
    - Contractor shall perform Annual Reclaimed Water (Water Reclamation Facility 2 & 3) test outlined in **Appendix H**.
    - Contractor shall perform Annual Industrial 1 test outlined in **Appendix I**l.

- Contractor shall perform Annual Industrial 2 test outlined in **Appendix J**.
- Contractor shall perform Lead and Copper Rule test outlined in **Appendix K**.

2. **Deliverables:** Test results shall be reported in the Florida Department of Environmental Protection (FDEP) format and shall meet the Method Detection Limits (MDLs) specified by the FDEP Central District. Where feasible, the Contractor shall use analytical methods with MDLs below the applicable Maximum Contaminant Levels (MCLs).
3. **Testing Results –** Turn-around time for testing results shall not exceed 21 calendar days from the date of sample receipt.
4. **Working Hours:** The normal/standard working hours for this project are 8:00 AM – 5:00 PM Monday through Friday, excluding holidays.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must have a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will collect all samples and have ready for the Contractor to pick up.
2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. Shipment of sample kits to Ocala and the pick-up and shipment of samples from Ocala to the Contractor is the Contractor 's responsibility, and all associated costs must be included in the quoted price.
2. Resamples that are not the result of a City error shall be provided at the Contractor 's expense and processed as expedited or rush samples at no additional cost to the City.
3. Sample bottle preparation and shipping containers shall be provided by the Contractor. All sample bottles must be labeled with the corresponding analyte, and trip blanks shall be included when required.
4. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
5. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise them of the reason for not completing the assigned project.
6. Data collected by the Contractor shall be in a format compatible with or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
7. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes Word, Excel, Power Point, Access or any other software as specified and approved by City staff.
8. Contractor shall supply City staff with access to the testing and reporting database.

SUB-CONTRACTORS

1. Contractor must perform a minimum of 50% of the work with their own forces.
2. Services assigned to sub-contractors must be approved in advance by the City Project Manager.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** The Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees.
2. **Safety:** The Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
3. In no event shall the City be responsible for any damages to any of the Contractor 's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

REVISED Exhibit B - PRICE PROPOSAL

CONTRACT# WRS/260618 CONTRACT# WRS/260618

Bidder name	Bidder Location
Advanced Environmental Laboratories, Inc	Gainesville, FL

INITIAL TERM PRICING

ITEM #	DESCRIPTION	No. of Methods	Frequency	No. of Test Per Year/3 Year	Cost Per Test	Total Cost Per Year	Total 3-Year Cost
Annual Tests							
1	Appendix A - PFAS (Drinking Water Testing)	1	Quarterly	8	$ 200.00	**$ 1,600.00**	**$ 4,800.00**
2	Appendix A - Inorganics (62-550.310) (Drinking Water Testing)	1	Annually	2	$ 24.00	**$ 48.00**	**$ 144.00**
3	Appendix A - Disinfection Byproducts (62.550.310(3)) (Drinking Water Testing)	1	Bi-Annually	2	$ 100.00	**$ 200.00**	**$ 600.00**
4	Appendix B - Quarterly Sludge (WRF 2 Sludge)	7	Quarterly	8	$ 148.00	**$ 1,184.00**	**$ 3,552.00**
5	Appendix C - Annual Sludge TCLP (WRP1, WRF #2 & 3)	8	Annually	3	$ 547.00	**$ 1,641.00**	**$ 4,923.00**
6	Appendix D - TKN and Sodium (WRF 3 Monitoring Wells)	2	Quarterly	120	$ 27.00	**$ 3,240.00**	**$ 9,720.00**
7	Appendix E - Reagent Water Quality Laboratory	4	Monthly	12	$ 96.00	**$ 1,152.00**	**$ 3,456.00**
8	Appendix E - Reagent Water Quality Laboratory	1	Quarterly	4	$ 100.00	**$ 400.00**	**$ 1,200.00**
9	Appendix E - Reagent Water Quality Laboratory	1	Annually	1	$ 42.00	**$ 42.00**	**$ 126.00**
10	Appendix F - Annual Effluent (WRF 2 & 3)	8	Annually	2	$ 576.00	**$ 1,152.00**	**$ 3,456.00**
11	Appendix G - Annual Influent (WRF 2 & 3)	9	Annually	2	$ 576.00	**$ 1,152.00**	**$ 3,456.00**
12	Appendix H - Annual Reclaimed Water (WRF 2 & 3)	23	Annually	2	$ 1,404.00	**$ 2,808.00**	**$ 8,424.00**
13	Appendix I - Annual Industrial 1	12	Annually	3	$ 560.00	**$ 1,680.00**	**$ 5,040.00**
14	Appendix J - Annual Industrial 2	9	Annually	5	$ 219.00	**$ 1,095.00**	**$ 3,285.00**
					Total Annual Pricing	**$ 17,394.00**	
						Total 3-Year Pricing for Annual Tests	**$ 52,182.00**
3-Year Tests							
15	Appendix A - Inorganics (62-550.310)	4	2 Every 3 Years	2	$ 118.00		**$ 236.00**
16	Appendix A - Volatile Organics (62-550.310)	1	2 Every 3 Years	2	$ 75.00		**$ 150.00**
17	Appendix A - Radionuclides (62-550.310(6))	4	2 Every 3 Years	2	$ 220.00		**$ 440.00**
18	Appendix A - Secondaries (62.550.320)	7	2 Every 3 Years	2	$ 145.00		**$ 290.00**
19	Appendix A - Synthetic Organics	8	Every 3 Years & As Needed	4	$ 975.00		**$ 3,900.00**
20	Appendix K - Lead and Copper Rule (Reporting Format 62-550.730(4)(a) Lead/Copper	1	Every 3 Years	30	$ 22.00		**$ 660.00**
21	Appendix K - Lead and Copper Rule (Reporting Format 62-550.730(4)(a) Alkalinity, Total as CaCO3, Calcium	2	Every 3 Years	10	$ 30.00		**$ 300.00**
						Total 3-Year Test Pricing	**$ 5,976.00**
						TOTAL 3-YEAR BID AMOUNT FOR ANNUAL AND 3-YEAR TESTS	**$ 58,158.00**

Appendix 'A'

WTP 1 &2 Testing (Drinking Water Testing)

#	Frequency	Sample Type	Analytes	No./yr	Method (or equivalent)
2	Quarterly	Grab	PFAS	8	EPA 533.1
Inorganics (62-550.310)					
1	Annually	Grab	Nitrate	2	EPA 353.2
1	Annually	Grab	Nitrite	2	EPA 353.2
2	Every 3 years	Grab	Barium	2 every three years and as needed	EPA 200.7
2	Every 3 years	Grab	Beryllium		EPA 200.7
2	Every 3 years	Grab	Cadmium		EPA 200.7
2	Every 3 years	Grab	Chromium		EPA 200.7
2	Every 3 years	Grab	Sodium		EPA 200.7
2	Every 3 years	Grab	Antimony		EPA 200.8
2	Every 3 years	Grab	Arsenic		EPA 200.8
2	Every 3 years	Grab	Lead		EPA 200.8
2	Every 3 years	Grab	Selenium		EPA 200.8
2	Every 3 years	Grab	Thallium		EPA 200.8
2	Every 3 years	Grab	Mercury		EPA 245.1
2	Every 3 years	Grab	Cyanide		EPA 335.4
Volatile Organics (62-550.310)					
2	Every 3 years	Grab	Benzene	2 every three years and as needed	EPA 524.2
2	Every 3 years	Grab	Carbon tetrachloride		EPA 524.2
2	Every 3 years	Grab	Chlorobenzene		EPA 524.2
2	Every 3 years	Grab	1,2-Dichlorobenzene		EPA 524.2
2	Every 3 years	Grab	1,4-Dichlorobenzene		EPA 524.2
2	Every 3 years	Grab	1,2-Dichloroethane		EPA 524.2
2	Every 3 years	Grab	1,1-Dichloroethene		EPA 524.2
2	Every 3 years	Grab	cis-1,2-Dichloroethene		EPA 524.2
2	Every 3 years	Grab	trans-1,2-Dichloroethene		EPA 524.2
2	Every 3 years	Grab	1,2-Dichloropropane		EPA 524.2
2	Every 3 years	Grab	Ethylbenzene		EPA 524.2
2	Every 3 years	Grab	Methylene Chloride		EPA 524.2
2	Every 3 years	Grab	Styrene		EPA 524.2
2	Every 3 years	Grab	Tetrachloroethene		EPA 524.2
2	Every 3 years	Grab	Toluene		EPA 524.2
2	Every 3 years	Grab	1,2,4-Trichlorobenzene		EPA 524.2
2	Every 3 years	Grab	1,1,1-Trichloroethane		EPA 524.2
2	Every 3 years	Grab	1,1,2-Trichloroethane		EPA 524.2
2	Every 3 years	Grab	Trichloroethene		EPA 524.2
2	Every 3 years	Grab	Vinyl chloride		EPA 524.2
2	Every 3 years	Grab	Xylene (Total)		EPA 524.2
Disinfection Byproducts (62-550.310(3))					
1	twice year	Grab	Haloacetic Acids (HAA5)	2	EPA 552.2
1	twice year	Grab	Total Trihalomethanes (TTHM)	2	EPA 524.2
Radionuclides (62-550.310(6))					
2	Every 3 years	Grab	Gross Alpha	2 every three years and as needed	EPA 900.0
2	Every 3 years	Grab	Radium-226		EPA 903.1
2	Every 3 years	Grab	Radium-228		EPA 904.0
2	Every 3 years	Grab	Total Uranium		ASTM D5174-97
Secondaries (62-550.320)					
2	Every 3 years	Grab	Aluminum	2 every three years and as needed	EPA 200.7
2	Every 3 years	Grab	Copper		EPA 200.7
2	Every 3 years	Grab	Iron		EPA 200.7
2	Every 3 years	Grab	Manganese		EPA 200.7
2	Every 3 years	Grab	Silver		EPA 200.7
2	Every 3 years	Grab	Zinc		EPA 200.7
2	Every 3 years	Grab	Chloride		EPA 300.0
2	Every 3 years	Grab	Fluoride		EPA 300.0
2	Every 3 years	Grab	Sulfate		EPA 300.0
2	Every 3 years	Grab	Color		SM 2120 B-01

2	Every 3 years	Grab	Odor		SM 2150 B
2	Every 3 years	Grab	pH		SM 4500-H+B
2	Every 3 years	Grab	Total Disolved Solids		SM 2540 C
2	Every 3 years	Grab	Foaming Agents		SM 5540 C
Synthetic Organics (62-550.310)					
2	2 Every 3 years	Grab	2,3,7,8-TCDD (Dioxin)	4 total every three years and as needed	EPA 1613
2	2 Every 3 years	Grab	2,4-D		EPA 515.3
2	2 Every 3 years	Grab	2,4,5-TP (Silvex)		EPA 515.3
2	2 Every 3 years	Grab	Alachlor		EPA 525.3
2	2 Every 3 years	Grab	Atrazine		EPA 525.3
2	2 Every 3 years	Grab	Benzo(a)pyrene		EPA 525.3
2	2 Every 3 years	Grab	Carbofuran		EPA 531.2
2	2 Every 3 years	Grab	Chlordane		EPA 505
2	2 Every 3 years	Grab	Dalapon		EPA 515.3
2	2 Every 3 years	Grab	Di(2-ethylhexyl) adipate		EPA 525.3
2	2 Every 3 years	Grab	Di(2-ethylhexyl) phthalate		EPA 525.3
2	2 Every 3 years	Grab	Dibromochloropropane (DBCP)		EPA 504.1
2	2 Every 3 years	Grab	Dinoseb		EPA 515.3
2	2 Every 3 years	Grab	Diquat		EPA 549.2
2	2 Every 3 years	Grab	Endothall		EPA 548.1
2	2 Every 3 years	Grab	Endrin		EPA 525.3
2	2 Every 3 years	Grab	Ethylene dibromide (EDB)		EPA 504.1
2	2 Every 3 years	Grab	Glyphosate		EPA 547
2	2 Every 3 years	Grab	Heptachlor		EPA 525.3
2	2 Every 3 years	Grab	Heptachlor epoxide		EPA 525.3
2	2 Every 3 years	Grab	Hexachlorobenzene		EPA 525.3
2	2 Every 3 years	Grab	Hexachlorocyclopentadiene		EPA 525.3
2	2 Every 3 years	Grab	Lindane		EPA 525.3
2	2 Every 3 years	Grab	Methoxychlor		EPA 525.3
2	2 Every 3 years	Grab	Oxamyl		EPA 531.2
2	2 Every 3 years	Grab	Pentachlorophenol		EPA 515.3
2	2 Every 3 years	Grab	Picloram		EPA 515.3
2	2 Every 3 years	Grab	Polychlorinated biphenyls (PCBs)		EPA 505
2	2 Every 3 years	Grab	Simazine		EPA 525.3
2	2 Every 3 years	Grab	Toxaphene		EPA 505

Appendix 'B'

Quarterly Sludge (WRF 2 Sludge)

#	Frequency	Sample Type	Analytes	No./yr	Method (or equivalent)
2	Quarterly	Composite	Arsenic	8	SW6010
2	Quarterly	Composite	Cadmium	8	SW6010
2	Quarterly	Composite	Chromium	8	SW6010
2	Quarterly	Composite	Copper	8	SW6010
2	Quarterly	Composite	Lead	8	SW6010
2	Quarterly	Composite	Molybdenum	8	SW6010
2	Quarterly	Composite	Nickel	8	SW6010
2	Quarterly	Composite	Selenium	8	SW6010
2	Quarterly	Composite	Zinc	8	SW6010
2	Quarterly	Composite	Mercury	8	SW7471
2	Quarterly	Composite	T.Phosphorus	8	E365.4
2	Quarterly	Composite	T.Nitrogen	8	E351.2+E353.2
2	Quarterly	Composite	T. Potassium	8	SW6010
2	Quarterly	Composite	% Solids	8	SM 2540G
2	Quarterly	Grab	% Moisture	8	ASTM D2974-87
2	Quarterly	Grab	pH	8	SW9040

Appendix 'C'

Annual Sludge TCLP (WTP1, WRF#2 & 3)

#	Frequency	Sample Type	Analytes	No./yr	Method (or equivalent)
1	Annual	Grab	% Solids	2	SM 2540G
1	Annual	Grab	Benzene	2	EPA 8260
1	Annual	Grab	Chloroform	2	EPA 8260
1	Annual	Grab	Carbon tetrachloride	2	EPA 8260
1	Annual	Grab	1,4-Dichlorobenzene	2	EPA 8260
1	Annual	Grab	2-Butanone (MEK)	2	EPA 8260
1	Annual	Grab	Chlorobenzene	2	EPA 8260
1	Annual	Grab	1,1dichloroethene	2	EPA 8260
1	Annual	Grab	1,2-dichloroethane	2	EPA 8260
1	Annual	Grab	Tetrachloroethylene	2	EPA 8260
1	Annual	Grab	Trichloroethylene	2	EPA 8260
1	Annual	Grab	Vinyl chloride	2	EPA 8260
1	Annual	Grab	2,4,5-Trichlorophenol	2	EPA 8270
1	Annual	Grab	2,4,6-Trichlorophenol	2	EPA 8270
1	Annual	Grab	1,4-dichlorobenzene	2	EPA 8270
1	Annual	Grab	2,4-dinitrotoluene	2	EPA 8270
1	Annual	Grab	Hexachlorobenzene	2	EPA 8270
1	Annual	Grab	Hexachlorobutadiene	2	EPA 8270
1	Annual	Grab	Hexachloroethane	2	EPA 8270
1	Annual	Grab	Nitrobenzene	2	EPA 8270
1	Annual	Grab	3&4-Ethylphenol (m&p Cresol	2	EPA 8270
1	Annual	Grab	2-Methylphenol(o-Cresol)	2	EPA 8270
1	Annual	Grab	Pentachlorophenol	2	EPA 8270
1	Annual	Grab	Pyridine	2	EPA 8270
1	Annual	Grab	2,4-D	2	EAP 8151
1	Annual	Grab	1,2,4-2,4,5-TP (Silvex)	2	EAP 8152
1	Annual	Grab	Gamma BHC (Lindane)	2	EPA 8081
1	Annual	Grab	Chlordane (Technical)	2	EPA 8081
1	Annual	Grab	Endrin	2	EPA 8081
1	Annual	Grab	Methoxychlor	2	EPA 8081
1	Annual	Grab	Heptachlor	2	EPA 8081
1	Annual	Grab	Heptachlor epoxide	2	EPA 8081
1	Annual	Grab	Toxaphene	2	EPA 8081
1	Annual	Grab	Arsenic	2	EPA 6010
1	Annual	Grab	Barium	2	EPA 6010
1	Annual	Grab	Cadmium	2	EPA 6010
1	Annual	Grab	Chromium	2	EPA 6010
1	Annual	Grab	Lead	2	EPA 6010
1	Annual	Grab	Selenium	2	EPA 6010
1	Annual	Grab	Silver	2	EPA 6010

1	Annual	Grab	Mercury	2	EPA 7470

Appendix 'D'

TKN and Sodium (WRF 3 Monitoring Wells)

#	Frequency	Sample Type	Analytes	No./yr	Method (or equivalent)
30	Quarterly	Grab	Nitrogen, Kjeldahl, Total (TKN)	120	EPA 351.2
30	Quarterly	Grab	Sodium	120	EPA 6010

Appendix 'E'

Reagent Water Quality Laboratory

#	Frequency	Sample Type	Analytes	No./yr	Method (or equivalent)
1	Monthly	Grab	TOC	12	EPA 415.1
1	Monthly	Grab	Ammonia	12	EPA 350.1
1	Monthly	Grab	HPC	12	SM 9215B
1	Quarterly	Grab	Use Test	4	SM 9020B
1	Annual	Grab	Cadmium	1	EPA 200.7
1	Annual	Grab	Chromium	1	EPA 200.7
1	Annual	Grab	Copper	1	EPA 200.7
1	Annual	Grab	Lead	1	EPA 200.7
1	Annual	Grab	Nickel	1	EPA 200.7
1	Annual	Grab	Zinc	1	EPA 200.7
1	Monthly	Grab	Organic Nitrogen	12	EPA 351.2

Appendix 'F'

Annual Effluent (WRF 2 &3)

#	Frequency	Sample Type	Analytes	No./yr	Method (or equivalent)
2	Annual	Grab	Oil and Grease	2	EPA 1664
2	Annual	Grab	Benzene	2	EPA 624
2	Annual	Grab	Bromoform	2	EPA 624
2	Annual	Grab	Carbon tetrachloride	2	EPA 624
2	Annual	Grab	Chlorobenzene	2	EPA 624
2	Annual	Grab	Chlorodibromomethane	2	EPA 624
2	Annual	Grab	Chloroethane	2	EPA 624
2	Annual	Grab	2-chloroethyl vinyl ether (mixed)	2	EPA 624
2	Annual	Grab	Chloroform	2	EPA 624
2	Annual	Grab	Dichlorobromomethane	2	EPA 624
2	Annual	Grab	1,1-dichloroethane	2	EPA 624
2	Annual	Grab	1,2-dichloroethane	2	EPA 624
2	Annual	Grab	1,1-dichloroethylene	2	EPA 624
2	Annual	Grab	1,2-dichloroprpane	2	EPA 624
2	Annual	Grab	1,3-dichloropropene	2	EPA 624
2	Annual	Grab	Ethylbenzene	2	EPA 624
2	Annual	Grab	Methyl bromide	2	EPA 624
2	Annual	Grab	Methyl chloride	2	EPA 624
2	Annual	Grab	Methylene chloride	2	EPA 624
2	Annual	Grab	1,1,2,2-tetrachloroethane	2	EPA 624
2	Annual	Grab	Tetrachloroethylene	2	EPA 624
2	Annual	Grab	Toluene	2	EPA 624
2	Annual	Grab	1,2-trans-dichloroethylene	2	EPA 624
2	Annual	Grab	Cis-1,2-dichloroethene	2	EPA 624
2	Annual	Grab	1,1,1-trichloroethane	2	EPA 624
2	Annual	Grab	1,1,2-trichloroethane	2	EPA 624
2	Annual	Grab	Trichloroethylene	2	EPA 624
2	Annual	Grab	Vinyl Chloride	2	EPA 624
2	Annual	24-hr. FPC	2-chlorophenol	2	EPA 625
2	Annual	24-hr. FPC	2,4-dichlorophenol	2	EPA 625
2	Annual	24-hr. FPC	2,4-dimethylphenol	2	EPA 625
2	Annual	24-hr. FPC	4,6-dinitrophenol	2	EPA 625
2	Annual	24-hr. FPC	2,4-dinitrophenol	2	EPA 625
2	Annual	24-hr. FPC	4,6-dintro-o-cresol	2	EPA 625
2	Annual	24-hr. FPC	2-nitrophenol	2	EPA 625
2	Annual	24-hr. FPC	4-nitrophenol	2	EPA 625
2	Annual	24-hr. FPC	p-chloro-m-cresol	2	EPA 625
2	Annual	24-hr. FPC	Pentachlorophenol	2	EPA 625
2	Annual	24-hr. FPC	Phenol, Single Compound	2	EPA 625
2	Annual	24-hr. FPC	2,4,6-trichlorophenol	2	EPA 625
2	Annual	24-hr. FPC	Acenaphthene	2	EPA 625
2	Annual	24-hr. FPC	Acenaphthylene	2	EPA 625
2	Annual	24-hr. FPC	Anthracene	2	EPA 625
2	Annual	24-hr. FPC	Benzide	2	EPA 625

2	Annual	24-hr. FPC	Benzo(a)anthracene	2	EPA 625
2	Annual	24-hr. FPC	Benzo(a)pyrene	2	EPA 625
2	Annual	24-hr. FPC	Benzo(b)fluoranthene (3,4-benzo)	2	EPA 625
2	Annual	24-hr. FPC	Benzo(ghi)perylene	2	EPA 625
2	Annual	24-hr. FPC	Benzo(k)fluoranthene	2	EPA 625
2	Annual	24-hr. FPC	Bis (2-chloroethoxy) methane	2	EPA 625
2	Annual	24-hr. FPC	Bis (2-chloroethyl) ether	2	EPA 625
2	Annual	24-hr. FPC	Bis (2-chloroisopropyl) ether	2	EPA 625
2	Annual	24-hr. FPC	Bis (2-ethylhexyl) phthalate	2	EPA 625
2	Annual	24-hr. FPC	4-bromophenylphenyl ether	2	EPA 625
2	Annual	24-hr. FPC	Butyl benzyl pthalate	2	EPA 625
2	Annual	24-hr. FPC	2-chloronaphthalene	2	EPA 625
2	Annual	24-hr. FPC	4-chlorophenyl phenyl ether	2	EPA 625
2	Annual	24-hr. FPC	Chrysene	2	EPA 625
2	Annual	24-hr. FPC	Dibenzo (a,h) anthracene	2	EPA 625
2	Annual	24-hr. FPC	1,2-dichlorobenzene	2	EPA 625
2	Annual	24-hr. FPC	1,30dichlorobenzene	2	EPA 625
2	Annual	24-hr. FPC	1,4-dichlorobenzene	2	EPA 625
2	Annual	24-hr. FPC	3,3'-dichlorobenzidine	2	EPA 625
2	Annual	24-hr. FPC	Diethyl phthalate	2	EPA 625
2	Annual	24-hr. FPC	Dimethyl phthalate	2	EPA 625
2	Annual	24-hr. FPC	Di-n-butyl phthalate	2	EPA 625
2	Annual	24-hr. FPC	2,4-dinitrotoluene	2	EPA 625
2	Annual	24-hr. FPC	2,6-dintrotoluene	2	EPA 625
2	Annual	24-hr. FPC	Di-n-octyl phthalate	2	EPA 625
2	Annual	24-hr. FPC	1,2-diphenylhydrazine	2	EPA 625
2	Annual	24-hr. FPC	Fluoranthene	2	EPA 625
2	Annual	24-hr. FPC	Fluorene	2	EPA 625
2	Annual	24-hr. FPC	Hexachlorobenzene	2	EPA 625
2	Annual	24-hr. FPC	Hexachlorobutadiene	2	EPA 625
2	Annual	24-hr. FPC	Hexachlorocyclopentadiene	2	EPA 625
2	Annual	24-hr. FPC	Hexachloroethane	2	EPA 625
2	Annual	24-hr. FPC	Indeno(1,2,3-Cd) pyrene	2	EPA 625
2	Annual	24-hr. FPC	Isophorone	2	EPA 625
2	Annual	24-hr. FPC	Naphthalne	2	EPA 625
2	Annual	24-hr. FPC	Nitrobenzene	2	EPA 625
2	Annual	24-hr. FPC	N-nitrosodimethylamine	2	EPA 625
2	Annual	24-hr. FPC	N-nitrosodi-n-propylamine	2	EPA 625
2	Annual	24-hr. FPC	N-nitrosodiphenylamine	2	EPA 625
2	Annual	24-hr. FPC	Phenathrene	2	EPA 625
2	Annual	24-hr. FPC	Pyrene	2	EPA 625
2	Annual	24-hr. FPC	1,2,4-trichlorobenzene	2	EPA 625
2	Annual	24-hr. FPC	Aldrin	2	EPA 608
2	Annual	24-hr. FPC	Alpha-bhc	2	EPA 608
2	Annual	24-hr. FPC	B-bhc-beta	2	EPA 608
2	Annual	24-hr. FPC	Gamma BHC (Lindane)	2	EPA 608
2	Annual	24-hr. FPC	Delta benzene hexachloride	2	EPA 608
2	Annual	24-hr. FPC	Chlordane (tech mix. And metabolites)	2	EPA 608
2	Annual	24-hr. FPC	4,4'-DDT (p,p'-DDT)	2	EPA 608
2	Annual	24-hr. FPC	4,4'-DDE (p,p;-DDE)	2	EPA 608
2	Annual	24-hr. FPC	4,4'-DDD (p,p'-DDD)	2	EPA 608

2	Annual	24-hr. FPC	Dieldrin	2	EPA 608
2	Annual	24-hr. FPC	A-endosulfan-alpha	2	EPA 608
2	Annual	24-hr. FPC	B-endosulfan-beta	2	EPA 608
2	Annual	24-hr. FPC	Endosulfan sulfate	2	EPA 608
2	Annual	24-hr. FPC	Endrin	2	EPA 608
2	Annual	24-hr. FPC	Endrin aldehyde	2	EPA 608
2	Annual	24-hr. FPC	Heptachlor	2	EPA 608
2	Annual	24-hr. FPC	Heptachlor epoxide	2	EPA 608
2	Annual	24-hr. FPC	PCB-1242	2	EPA 608
2	Annual	24-hr. FPC	PCB-1254	2	EPA 608
2	Annual	24-hr. FPC	PCB-1221	2	EPA 608
2	Annual	24-hr. FPC	PCB-1232	2	EPA 608
2	Annual	24-hr. FPC	PCB-1248	2	EPA 608
2	Annual	24-hr. FPC	PCB-1260	2	EPA 608
2	Annual	24-hr. FPC	PCB-1016	2	EPA 608
2	Annual	24-hr. FPC	PCB-Total	2	EPA 608
2	Annual	24-hr. FPC	Toxaphene	2	EPA 608
2	Annual	24-hr. FPC	Methoxychlor	2	EPA 608
2	Annual	24-hr. FPC	Antimony, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Arsenic, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Beryllium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Cadmium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Chromium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Copper, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Lead, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Molybdenum, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Manganese, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Nickel, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Selenium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Silver, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Sodium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Zinc, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Thallium, Total Recoverable	2	EPA 200.8
2	Annual	24-hr. FPC	Mercury, Total Recoverable	2	EPA 245.1
2	Annual	Grab	Cyanide, Total Recoverable	2	EPA 335.4
2	Annual	Grab	Phenolic Compounds, Total Recoverable	2	EPA 420.1

Appendix 'G'

Annual Influent (WRF 2 &3)

#	Frequency	Sample Type	Analytes	No./yr	Method (or equivalent)
2	Annual	Grab	Oil and Grease	2	EPA 1664
2	Annual	Grab	Benzene	2	EPA 624
2	Annual	Grab	Bromoform	2	EPA 624
2	Annual	Grab	Carbon tetrachloride	2	EPA 624
2	Annual	Grab	Chlorobenzene	2	EPA 624
2	Annual	Grab	Chlorodibromomethane	2	EPA 624
2	Annual	Grab	Chloroethane	2	EPA 624
2	Annual	Grab	2-chloroethyl vinyl ether (mixed)	2	EPA 624
2	Annual	Grab	Chloroform	2	EPA 624
2	Annual	Grab	Dichlorobromomethane	2	EPA 624
2	Annual	Grab	1,1-dichloroethane	2	EPA 624
2	Annual	Grab	1,2-dichloroethane	2	EPA 624
2	Annual	Grab	1,1-dichloroethylene	2	EPA 624
2	Annual	Grab	1,2-dichloroprpane	2	EPA 624
2	Annual	Grab	1,3-dichloropropene	2	EPA 624
2	Annual	Grab	Ethylbenzene	2	EPA 624
2	Annual	Grab	Methyl bromide	2	EPA 624
2	Annual	Grab	Methyl chloride	2	EPA 624
2	Annual	Grab	Methylene chloride	2	EPA 624
2	Annual	Grab	1,1,2,2-tetrachloroethane	2	EPA 624
2	Annual	Grab	Tetrachloroethylene	2	EPA 624
2	Annual	Grab	Toluene	2	EPA 624
2	Annual	Grab	1,2-trans-dichloroethylene	2	EPA 624
2	Annual	Grab	Cis-1,2-dichloroethene	2	EPA 624
2	Annual	Grab	1,1,1-trichloroethane	2	EPA 624
2	Annual	Grab	1,1,2-trichloroethane	2	EPA 624
2	Annual	Grab	Trichloroethylene	2	EPA 624
2	Annual	Grab	Vinyl Chloride	2	EPA 624
2	Annual	24-hr. FPC	2-chlorophenol	2	EPA 625
2	Annual	24-hr. FPC	2,4-dichlorophenol	2	EPA 625
2	Annual	24-hr. FPC	2,4-dimethylphenol	2	EPA 625
2	Annual	24-hr. FPC	4,6-dinitrophenol	2	EPA 625
2	Annual	24-hr. FPC	2,4-dinitrophenol	2	EPA 625
2	Annual	24-hr. FPC	4,6-dintro-o-cresol	2	EPA 625
2	Annual	24-hr. FPC	2-nitrophenol	2	EPA 625
2	Annual	24-hr. FPC	4-nitrophenol	2	EPA 625
2	Annual	24-hr. FPC	p-chloro-m-cresol	2	EPA 625
2	Annual	24-hr. FPC	Pentachlorophenol	2	EPA 625
2	Annual	24-hr. FPC	Phenol, Single Compound	2	EPA 625
2	Annual	24-hr. FPC	2,4,6-trichlorophenol	2	EPA 625
2	Annual	24-hr. FPC	Acenaphthene	2	EPA 625
2	Annual	24-hr. FPC	Acenaphthylene	2	EPA 625
2	Annual	24-hr. FPC	Anthracene	2	EPA 625
2	Annual	24-hr. FPC	Benzide	2	EPA 625

2	Annual	24-hr. FPC	Benzo(a)anthracene	2	EPA 625
2	Annual	24-hr. FPC	Benzo(a)pyrene	2	EPA 625
2	Annual	24-hr. FPC	Benzo(b)fluoranthene (3,4-benzo)	2	EPA 625
2	Annual	24-hr. FPC	Benzo(ghi)perylene	2	EPA 625
2	Annual	24-hr. FPC	Benzo(k)fluoranthene	2	EPA 625
2	Annual	24-hr. FPC	Bis (2-chloroethoxy) methane	2	EPA 625
2	Annual	24-hr. FPC	Bis (2-chloroethyl) ether	2	EPA 625
2	Annual	24-hr. FPC	Bis (2-chloroisopropyl) ether	2	EPA 625
2	Annual	24-hr. FPC	Bis (2-ethylhexyl) phthalate	2	EPA 625
2	Annual	24-hr. FPC	4-bromophenylphenyl ether	2	EPA 625
2	Annual	24-hr. FPC	Butyl benzyl pthalate	2	EPA 625
2	Annual	24-hr. FPC	2-chloronaphthalene	2	EPA 625
2	Annual	24-hr. FPC	4-chlorophenyl phenyl ether	2	EPA 625
2	Annual	24-hr. FPC	Chrysene	2	EPA 625
2	Annual	24-hr. FPC	Dibenzo (a,h) anthracene	2	EPA 625
2	Annual	24-hr. FPC	1,2-dichlorobenzene	2	EPA 625
2	Annual	24-hr. FPC	1,30dichlorobenzene	2	EPA 625
2	Annual	24-hr. FPC	1,4-dichlorobenzene	2	EPA 625
2	Annual	24-hr. FPC	3,3'-dichlorobenzidine	2	EPA 625
2	Annual	24-hr. FPC	Diethyl phthalate	2	EPA 625
2	Annual	24-hr. FPC	Dimethyl phthalate	2	EPA 625
2	Annual	24-hr. FPC	Di-n-butyl phthalate	2	EPA 625
2	Annual	24-hr. FPC	2,4-dinitrotoluene	2	EPA 625
2	Annual	24-hr. FPC	2,6-dintrotoluene	2	EPA 625
2	Annual	24-hr. FPC	Di-n-octyl phthalate	2	EPA 625
2	Annual	24-hr. FPC	1,2-diphenylhydrazine	2	EPA 625
2	Annual	24-hr. FPC	Fluoranthene	2	EPA 625
2	Annual	24-hr. FPC	Fluorene	2	EPA 625
2	Annual	24-hr. FPC	Hexachlorobenzene	2	EPA 625
2	Annual	24-hr. FPC	Hexachlorobutadiene	2	EPA 625
2	Annual	24-hr. FPC	Hexachlorocyclopentadiene	2	EPA 625
2	Annual	24-hr. FPC	Hexachloroethane	2	EPA 625
2	Annual	24-hr. FPC	Indeno(1,2,3-Cd) pyrene	2	EPA 625
2	Annual	24-hr. FPC	Isophorone	2	EPA 625
2	Annual	24-hr. FPC	Naphthalne	2	EPA 625
2	Annual	24-hr. FPC	Nitrobenzene	2	EPA 625
2	Annual	24-hr. FPC	N-nitrosodimethylamine	2	EPA 625
2	Annual	24-hr. FPC	N-nitrosodi-n-propylamine	2	EPA 625
2	Annual	24-hr. FPC	N-nitrosodiphenylamine	2	EPA 625
2	Annual	24-hr. FPC	Phenathrene	2	EPA 625
2	Annual	24-hr. FPC	Pyrene	2	EPA 625
2	Annual	24-hr. FPC	1,2,4-trichlorobenzene	2	EPA 625
2	Annual	24-hr. FPC	Aldrin	2	EPA 608
2	Annual	24-hr. FPC	Alpha-bhc	2	EPA 608
2	Annual	24-hr. FPC	B-bhc-beta	2	EPA 608
2	Annual	24-hr. FPC	Gamma BHC (Lindane)	2	EPA 608
2	Annual	24-hr. FPC	Delta benzene hexachloride	2	EPA 608
2	Annual	24-hr. FPC	Chlordane (tech mix. And metabolites)	2	EPA 608
2	Annual	24-hr. FPC	4,4'-DDT (p,p'-DDT)	2	EPA 608
2	Annual	24-hr. FPC	4,4'-DDE (p,p;-DDE)	2	EPA 608
2	Annual	24-hr. FPC	4,4'-DDD (p,p'-DDD)	2	EPA 608

2	Annual	24-hr. FPC	Dieldrin	2	EPA 608
2	Annual	24-hr. FPC	A-endosulfan-alpha	2	EPA 608
2	Annual	24-hr. FPC	B-endosulfan-beta	2	EPA 608
2	Annual	24-hr. FPC	Endosulfan sulfate	2	EPA 608
2	Annual	24-hr. FPC	Endrin	2	EPA 608
2	Annual	24-hr. FPC	Endrin aldehyde	2	EPA 608
2	Annual	24-hr. FPC	Heptachlor	2	EPA 608
2	Annual	24-hr. FPC	Heptachlor epoxide	2	EPA 608
2	Annual	24-hr. FPC	PCB-1242	2	EPA 608
2	Annual	24-hr. FPC	PCB-1254	2	EPA 608
2	Annual	24-hr. FPC	PCB-1221	2	EPA 608
2	Annual	24-hr. FPC	PCB-1232	2	EPA 608
2	Annual	24-hr. FPC	PCB-1248	2	EPA 608
2	Annual	24-hr. FPC	PCB-1260	2	EPA 608
2	Annual	24-hr. FPC	PCB-1016	2	EPA 608
2	Annual	24-hr. FPC	PCB-Total	2	EPA 608
2	Annual	24-hr. FPC	Toxaphene	2	EPA 608
2	Annual	24-hr. FPC	Methoxychlor	2	EPA 608
2	Annual	24-hr. FPC	Antimony, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Arsenic, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Beryllium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Cadmium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Chromium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Copper, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Lead, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Molybdenum, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Manganese, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Nickel, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Selenium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Silver, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Sodium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Zinc, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Thallium, Total Recoverable	2	EPA 200.8
2	Annual	24-hr. FPC	Mercury, Total Recoverable	2	EPA 245.1
2	Annual	Grab	Cyanide, Total Recoverable	2	EPA 335.4
2	Annual	Grab	Phenolic Compounds, Total Recoverable	2	EPA 420.1

Appendix 'H'

Annual Reclaimed Water (WRF 2 &3)

#	Frequency	Sample Type	Analytes	No./yr	Method (or equivalent)
2	Annual	Grab	1,2,4-Trichlorobenzene	2	EPA 524
2	Annual	Grab	Benzene	2	EPA 524
2	Annual	Grab	Carbon tetrachloride	2	EPA 524
2	Annual	Grab	Cis-1,2-dichloroethene	2	EPA 524
2	Annual	Grab	1,4-dichlorobenzene	2	EPA 524
2	Annual	Grab	Styrene	2	EPA 524
2	Annual	Grab	Tetrachloroethylene	2	EPA 524
2	Annual	Grab	Dichloromethane	2	EPA 524
2	Annual	Grab	Toluene	2	EPA 524
2	Annual	Grab	1,2-dichloroethane	2	EPA 524
2	Annual	Grab	1,1-dichloroethylene	2	EPA 524
2	Annual	Grab	1,2-dichloropropane	2	EPA 524
2	Annual	Grab	Ethylbenzene	2	EPA 524
2	Annual	Grab	Monochlorobenzene	2	EPA 524
2	Annual	Grab	Xylene	2	EPA 524
2	Annual	Grab	1,2,-trans-dichloroethylene	2	EPA 524
2	Annual	Grab	1,1,1-trichloroethane	2	EPA 524
2	Annual	Grab	1,1,2-trichloroethane	2	EPA 524
2	Annual	Grab	Trichloroethylene	2	EPA 524
2	Annual	Grab	Vinyl chloride	2	EPA 524
2	Annual	Grab	Trihalomethane, Total by summation	2	EPA 524
2	Annual	24-hr. FPC	Alachlor	2	EPA 525
2	Annual	24-hr. FPC	Atrazine	2	EPA 525
2	Annual	24-hr. FPC	Bis(2-ethylhexyl) adipate	2	EPA 525
2	Annual	24-hr. FPC	Simazine	2	EPA 525
2	Annual	24-hr. FPC	Bis(2-ethylhexyl)phthalate	2	EPA 525
2	Annual	24-hr. FPC	Hexachlorobenzene	2	EPA 525
2	Annual	24-hr. FPC	Hexachlorocyclopentadiene	2	EPA 525
2	Annual	24-hr. FPC	Benzo(a)pyrene	2	EPA 525
2	Annual	24-hr. FPC	Gamma BHC (Lindane)	2	EPA 508
2	Annual	24-hr. FPC	Chlorodane (tech mix. And metabolites)	2	EPA 508
2	Annual	24-hr. FPC	Methoxychlor	2	EPA 508
2	Annual	24-hr. FPC	Toxaphene	2	EPA 508
2	Annual	24-hr. FPC	Endrin	2	EPA 508
2	Annual	24-hr. FPC	Heptachlor	2	EPA 508
2	Annual	24-hr. FPC	Heptachlor epoxide	2	EPA 508
2	Annual	24-hr. FPC	Polychlorinated Biphenyls (PCBs)	2	EPA 508
2	Annual	24-hr. FPC	Aluminum, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Antimony, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Arsenic, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Beryllium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Cadmium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Chromium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Copper, Total Recoverable	2	EPA 200.7

2	Annual	24-hr. FPC	Iron, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Lead,Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Manganese, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Molybdenum, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Nickel, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Selenium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Silver, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Sodium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Zinc, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Thallium, Total Recoverable	2	EPA 200.7
2	Annual	Grab	Cyanide, Total Recoverable	2	EPA 335.3
2	Annual	24-hr. FPC	Mercury, Total Recoverable	2	EPA 245.1
2	Annual	24-hr. FPC	Glyphosate	2	EPA 547
2	Annual	24-hr. FPC	Diquat	2	EPA 549.2
2	Annual	24-hr. FPC	Endothall	2	EPA 548.1
2	Annual	24-hr. FPC	Ethylene Dibromide (1,2-dibromoethane)	2	EPA 504.1
2	Annual	24-hr. FPC	Dibromochloropropane (DBCP)	2	EPA 504.1
2	Annual	Grab	2,4-dichlorophenoxyacetic acid	2	EPA 515.1
2	Annual	24-hr. FPC	Silvex	2	EPA 515.1
2	Annual	24-hr. FPC	Dalapon	2	EPA 515.1
2	Annual	24-hr. FPC	Pentachlorophenol	2	EPA 515.1
2	Annual	24-hr. FPC	Picloram	2	EPA 515.1
2	Annual	24-hr. FPC	Carbofuran	2	EPA 531.1
2	Annual	24-hr. FPC	Oxamyl (vydate)	2	EPA 531.1
2	Annual	24-hr. FPC	Fluoride, Total (as F)	2	SM 4500 F C
2	Annual	24-hr. FPC	Foaming Agents (MBAS)	2	SM 5540C
2	Annual	24-hr. FPC	2,3,7,8-tetrachlorodibenzo-p-dioxin	2	EPA-5 1613B-Tetras
2	Annual	24-hr. FPC	Radium 226 + Radium 228, Total	2	EPA 903.1
2	Annual	24-hr. FPC	Alpha, Gross Particale Activity	2	EPA 900.0
2	Annual	24-hr. FPC	Nitrogen, Nitrate, Total (as N)	2	SM 4500-NO3-H
2	Annual	24-hr. FPC	Nitrogen, Nitrite, Total (as N)	2	SM 4500-NO2-B
2	Annual	24-hr. FPC	Nitrite plus Nitrate, Total (as N)	2	EPA 353.2
2	Annual	24-hr. FPC	Chloride (as CL)	2	SM 4500-CL-E
2	Annual	24-hr. FPC	Sulfate, Total	2	ASTM D516-90
2	Annual	24-hr. FPC	Solids, Total Dissolved (TDS)	2	SM 2540C

Appendix 'I'

Annual Industrial 1

#	Frequency	Sample Type	Analytes	No./yr	Method (or equivalent)
3	Annual	Grab	Benzene	3	EPA 623
3	Annual	Grab	Bromoform	3	EPA 624
3	Annual	Grab	Carbon tetrachloride	3	EPA 624
3	Annual	Grab	Chlorobenzne	3	EPA 624
3	Annual	Grab	Chlorodibromomethane	3	EPA 624
3	Annual	Grab	2-chloroethyl vinyl ehter (mixed)	3	EPA 624
3	Annual	Grab	Chloroform	3	EPA 624
3	Annual	Grab	Dichlorobromomethane	3	EPA 624
3	Annual	Grab	1,1-dichloroethane	3	EPA 624
3	Annual	Grab	1,2-dichloroethane	3	EPA 624
3	Annual	Grab	1,1-dichloroethylene	3	EPA 624
3	Annual	Grab	1,2-dichloropropane	3	EPA 624
3	Annual	Grab	1,3-dichloropropene	3	EPA 624
3	Annual	Grab	Ethylbenzene	3	EPA 624
3	Annual	Grab	Methyl bromide	3	EPA 624
3	Annual	Grab	Methyl chloride	3	EPA 624
3	Annual	Grab	1,1,2,2-tetrachloroethane	3	EPA 624
3	Annual	Grab	Tetrachloroethylene	3	EPA 624
3	Annual	Grab	Toluene	3	EPA 624
3	Annual	Grab	1,2-trans-dichloroethene	3	EPA 624
3	Annual	Grab	1,1,1-trichloroethane	3	EPA 624
3	Annual	Grab	1,1,2-trichloroethane	3	EPA 624
3	Annual	Grab	Trichloroethylene	3	EPA 624
3	Annual	Grab	Vinyl chloride	3	EPA 624
3	Annual	24-hr. FPC	2-chlorophenol	3	EPA 625
3	Annual	24-hr. FPC	2,4-dichlorophenol	3	EPA 625
3	Annual	24-hr. FPC	2,4-dimethylphenol	3	EPA 625
3	Annual	24-hr. FPC	4,6-dinotro-o-cresol	3	EPA 625
3	Annual	24-hr. FPC	2,4-dinotrophenol	3	EPA 625
3	Annual	24-hr. FPC	2-nitrophenol	3	EPA 625
3	Annual	24-hr. FPC	4-nitrophenol	3	EPA 625
3	Annual	24-hr. FPC	p-chloro-m-cresol	3	EPA 625
3	Annual	24-hr. FPC	Pentachlorophenol	3	EPA 625
3	Annual	24-hr. FPC	Phenol, Single Compound	3	EPA 625
3	Annual	24-hr. FPC	2,4,6-trichlorophenol	3	EPA 625
3	Annual	24-hr. FPC	Acenaphthene	3	EPA 625
3	Annual	24-hr. FPC	Acenaphtylene	3	EPA 625
3	Annual	24-hr. FPC	Antracene	3	EPA 625
3	Annual	24-hr. FPC	Benzidine	3	EPA 625
3	Annual	24-hr. FPC	Benzo(a)anthtracene	3	EPA 625
3	Annual	24-hr. FPC	Benzo(a)pyrene	3	EPA 625
3	Annual	24-hr. FPC	Benzo(b)fluoranthene (3,4-benzo)	3	EPA 625
3	Annual	24-hr. FPC	Benzo(ghi)perylene	3	EPA 625
3	Annual	24-hr. FPC	Benzo(k)fluoranthene	3	EPA 625

3	Annual	24-hr. FPC	Bis(2-chloroethoxy) methane	3	EPA 625
3	Annual	24-hr. FPC	Bis(2-chloroethyl) ether	3	EPA 625
3	Annual	24-hr. FPC	Bis(2-chloroisoprophyl) ether	3	EPA 625
3	Annual	24-hr. FPC	Bis (2-ethylhexyl) phthalate	3	EPA 625
3	Annual	24-hr. FPC	4-bromophenyl phenyl ether	3	EPA 625
3	Annual	24-hr. FPC	Butyl benzyl phthalate	3	EPA 625
3	Annual	24-hr. FPC	2-chloronaphthalene	3	EPA 625
3	Annual	24-hr. FPC	4-chlorophenyl phenyl ether	3	EPA 625
3	Annual	24-hr. FPC	Chrysene	3	EPA 625
3	Annual	24-hr. FPC	Dibenzo (a,h) anthracene	3	EPA 625
3	Annual	24-hr. FPC	1,2-dichlorobenzene	3	EPA 625
3	Annual	24-hr. FPC	1,3-dichlorobenzene	3	EPA 625
3	Annual	24-hr. FPC	1,4-dichlorobenzene	3	EPA 625
3	Annual	24-hr. FPC	3,3'-dichlorobenzidine	3	EPA 625
3	Annual	24-hr. FPC	Diethyl phthalate	3	EPA 625
3	Annual	24-hr. FPC	Dimethyl phthalate	3	EPA 625
3	Annual	24-hr. FPC	Di-n-octyl phthalate	3	EPA 625
3	Annual	24-hr. FPC	1,2-diphenylhydrazine	3	EPA 625
3	Annual	24-hr. FPC	Fluoranthene	3	EPA 625
3	Annual	24-hr. FPC	Fluorene	3	EPA 625
3	Annual	24-hr. FPC	Hexachlorobenzene	3	EPA 625
3	Annual	24-hr. FPC	Hexachlorobutadiene	3	EPA 625
3	Annual	24-hr. FPC	Hexachlorocyclopentadiene	3	EPA 625
3	Annual	24-hr. FPC	Hexchloroethane	3	EPA 625
3	Annual	24-hr. FPC	Indeno (1,2,3-Cd) pyrene	3	EPA 625
3	Annual	24-hr. FPC	Isophorone	3	EPA 625
3	Annual	24-hr. FPC	Naphthalene	3	EPA 625
3	Annual	24-hr. FPC	Nitrobenzene	3	EPA 625
3	Annual	24-hr. FPC	N-nitrosodimethylamine	3	EPA 625
3	Annual	24-hr. FPC	N-nitrosodi-n-propylamine	3	EPA 625
3	Annual	24-hr. FPC	N-nitrosodiphenylamine	3	EPA 625
3	Annual	24-hr. FPC	Phenanthrene	3	EPA 625
3	Annual	24-hr. FPC	Pyrene	3	EPA 625
3	Annual	24-hr. FPC	1,2,4-trichlorobenzene	3	EPA 625
3	Annual	24-hr. FPC	Aldrin	3	EPA 608
3	Annual	24-hr. FPC	Alpha-bhc	3	EPA 608
3	Annual	24-hr. FPC	B-bhc-beta	3	EPA 608
3	Annual	24-hr. FPC	Gamma BHC (lindane)	3	EPA 608
3	Annual	24-hr. FPC	Delta benzene hexachloride	3	EPA 608
3	Annual	24-hr. FPC	Chlordane (tech mix. And metabolites)	3	EPA 608
3	Annual	24-hr. FPC	4,4'-DDT(p,p-DDT)	3	EPA 608
3	Annual	24-hr. FPC	4,4'-DDE(p,p-DDE)	3	EPA 608
3	Annual	24-hr. FPC	4,4'-DDD(p,p-DDD)	3	EPA 608
3	Annual	24-hr. FPC	Deildrin	3	EPA 608
3	Annual	24-hr. FPC	A-endosulfan-alpha	3	EPA 608
3	Annual	24-hr. FPC	B0ednosulfan-beta	3	EPA 608
3	Annual	24-hr. FPC	Endosulfan sulfate	3	EPA 608
3	Annual	24-hr. FPC	Endrin	3	EPA 608
3	Annual	24-hr. FPC	Endrin aldehyde	3	EPA 608
3	Annual	24-hr. FPC	Heptachlor	3	EPA 608
3	Annual	24-hr. FPC	Heptachlor epoxide	3	EPA 608

3	Annual	24-hr. FPC	PCB-1242	3	EPA 608
3	Annual	24-hr. FPC	PCB-1254	3	EPA 608
3	Annual	24-hr. FPC	PCB-1221	3	EPA 608
3	Annual	24-hr. FPC	PCB-1232	3	EPA 608
3	Annual	24-hr. FPC	PCB-1248	3	EPA 608
3	Annual	24-hr. FPC	PCB-1260	3	EPA 608
3	Annual	24-hr. FPC	PCB-1016	3	EPA 608
3	Annual	24-hr. FPC	PCB-Total	3	EPA 608
3	Annual	24-hr. FPC	Toxaphene	3	EPA 608
3	Annual	24-hr. FPC	Methoxychlor	3	EPA 608
3	Annual	24-hr. FPC	Antimony, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Arsenic, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Beryllium, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Cadmium, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Chromium, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Copper, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Lead, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Molybdenum, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Manganese, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Nickel, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Selenium, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Silver, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Sodium, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Zinc, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Thallium, Total Recoverable	3	EPA 200.8
3	Annual	Grab	Mercury, Total Recoverable	3	EPA 245.1
3	Annual	Grab	Cyanide, Total Recoverable	3	EPA 335.4
3	Annual	24-hr. FPC	TSS	3	SM 2540 D
3	Annual	24-hr. FPC	COD	3	EPA 410.1
3	Annual	Grab	Oil & Grease	3	EPA 1664
3	Annual	24-hr. FPC	Nitrate-Nitrite as N	3	EPA 353.2

Appendix 'J'

Annual Industrial 2

#	Frequency	Sample Type	Analytes	No./yr	Method (or equivalent)
5	Annual	24-hr. FPC	Antimony, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Arsenic, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Beryllium, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Cadmium, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Chromium, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Copper, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Lead, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Molybdenum, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Manganese, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Nickel, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Selenium, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Silver, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Sodium, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Zinc, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Thallium, Total Recoverable	5	EPA 200.8
5	Annual	24-hr. FPC	Mercury, Total Recoverable	5	EPA 245.1
5	Annual	Grab	Cyanide, Total Recoverable	5	EPA 335.4
5	Annual	24-hr. FPC	TSS	5	SM 2540 D
5	Annual	24-hr. FPC	COD	5	EPA 410.1
5	Annual	Grab	Oil & Grease	5	EPA 1664
5	Annual	24-hr. FPC	Nitrate-Nitrite as N	5	EPA 353.2
1	Annual	24-hr. FPC	BOD	1	EPA 1665

Appendix 'K'

Lead and Copper Rule
Reporting Format 62-550.730(4)(a)

#	Frequency	Sample Type	Analytes	No./yr	Method (or equivalent)
30	Every 3 years	Grab	Lead	30 every three years	EPA 200.8
30	Every 3 years	Grab	Copper		EPA 200.8
10	Every 3 years	Grab	Alkalinity, Total as $CaCO_3$	10 every three years	EPA 200.7
10	Every 3 years	Grab	Calcium		SM 2320 B

BID TABULATION — **CONTRACT# WRS/260618**

	Advanced Environmental Laboratories, Inc.	Pace Analytical	Eurofins Drinking Water and Wastewater Southeast, LLC
	Gainesville, FL	Minneapolis, MN	Leola, PA

ITEM #	DESCRIPTION	No. of Methods	Frequency	No. of Test Per Year/3 Year	Cost Per Test	Total Cost Per Year	Total 3-Year Cost	Cost Per Test	Total Cost Per Year	Total 3-Year Cost	Cost Per Test	Total Cost Per Year	Total 3-Year Cost
Annual Tests													
1	Appendix A - PFAS (Drinking Water Testing)	1	Quarterly	8	$ 200.00	$ 1,600.00	$ 4,800.00	$ 210.00	$ 1,680.00	$ 5,040.00	$ 190.00	$ 1,520.00	$ 4,560.00
2	Appendix A - Inorganics (62-550.310) (Drinking Water Testing)	1	Annually	2	$ 24.00	$ 48.00	$ 144.00	$ 131.36	$ 262.72	$ 788.16	$ 95.00	$ 190.00	$ 570.00
3	Appendix A - Disinfection Byproducts (62.550.310(3)) (Drinking Water Testing)	1	Bi-Annually	2	$ 100.00	$ 200.00	$ 600.00	$ 90.00	$ 180.00	$ 540.00	$ 100.00	$ 200.00	$ 600.00
4	Appendix B - Quarterly Sludge (WRF 2 Sludge)	7	Quarterly	8	$ 148.00	$ 1,184.00	$ 3,552.00	$ 161.45	$ 1,291.60	$ 3,874.80	$ 167.00	$ 1,336.00	$ 4,008.00
5	Appendix C - Annual Sludge TCLP (WRP1, WRF #2 & 3)	8	Annually	2	$ 547.00	$ 1,094.00	$ 3,282.00	$ 714.54	$ 1,429.08	$ 4,287.24	$ 435.00	$ 870.00	$ 2,610.00
6	Appendix D - TKN and Sodium (WRF 3 Monitoring Wells)	2	Quarterly	120	$ 27.00	$ 3,240.00	$ 9,720.00	$ 23.17	$ 2,780.40	$ 8,341.20	$ 26.00	$ 3,120.00	$ 9,360.00
7	Appendix E - Reagent Water Quality Laboratory	4	Monthly	12	$ 96.00	$ 1,152.00	$ 3,456.00	$ 76.50	$ 918.00	$ 2,754.00	$ 300.00	$ 3,600.00	$ 10,800.00
8	Appendix E - Reagent Water Quality Laboratory	1	Quarterly	4	$ 100.00	$ 400.00	$ 1,200.00	$ 247.50	$ 990.00	$ 2,970.00	$ 300.00	$ 1,200.00	$ 3,600.00
9	Appendix E - Reagent Water Quality Laboratory	1	Annually	1	$ 42.00	$ 42.00	$ 126.00	$ 47.22	$ 47.22	$ 141.66	$ 300.00	$ 300.00	$ 900.00
10	Appendix F - Annual Effluent (WRF 2 & 3)	8	Annually	2	$ 576.00	$ 1,152.00	$ 3,456.00	$ 584.10	$ 1,168.20	$ 3,504.60	$ 388.00	$ 776.00	$ 2,328.00
11	Appendix G - Annual Influent (WRF 2 & 3)	9	Annually	2	$ 576.00	$ 1,152.00	$ 3,456.00	$ 584.10	$ 1,168.20	$ 3,504.60	$ 388.00	$ 776.00	$ 2,328.00
12	Appendix H - Annual Reclaimed Water (WRF 2 & 3)	23	Annually	2	$ 1,404.00	$ 2,808.00	$ 8,424.00	$ 1,262.34	$ 2,524.68	$ 7,574.04	$ 1,420.00	$ 2,840.00	$ 8,520.00
13	Appendix I - Annual Industrial 1	12	Annually	3	$ 560.00	$ 1,680.00	$ 5,040.00	$ 589.00	$ 1,767.00	$ 5,301.00	$ 405.00	$ 1,215.00	$ 3,645.00
14	Appendix J - Annual Industrial 2	9	Annually	5	$ 219.00	$ 1,095.00	$ 3,285.00	$ 246.90	$ 1,234.50	$ 3,703.50	$ 165.00	$ 825.00	$ 2,475.00
					Total Annual Pricing	$ 16,847.00		**Total Annual Pricing**	$ 17,441.60		**Total Annual Pricing**	$ 18,768.00	
					Total 3-Year Pricing for Annual Tests		$ 50,541.00	**Total 3-Year Pricing for Annual Tests**		$ 52,324.80	**Total 3-Year Pricing for Annual Tests**		$ 56,304.00
3-Year Tests													
15	Appendix A - Inorganics (62-550.310)	4	2 Every 3 Years	2	$ 118.00		$ 236.00	$ 131.35		$ 262.70	$ 95.00		$ 190.00
16	Appendix A - Volatile Organics (62-550.310)	1	2 Every 3 Years	2	$ 75.00		$ 150.00	$ 31.20		$ 62.40	$ 50.00		$ 100.00
17	Appendix A - Radionuclides (62-550.310(6))	4	2 Every 3 Years	2	$ 220.00		$ 440.00	$ 245.00		$ 490.00	$ 260.00		$ 520.00
18	Appendix A - Secondaries (62.550.320)	7	2 Every 3 Years	2	$ 145.00		$ 290.00	$ 157.02		$ 314.04	$ 101.00		$ 202.00
19	Appendix A - Synthetic Organics	8	Every 3 Years & As Needed	4	$ 975.00		$ 3,900.00	$ 729.00		$ 2,916.00	$ 650.00		$ 2,600.00
20	Appendix K - Lead and Copper Rule (Reporting Format 62-550.730(4)(a) Lead/Copper	1	Every 3 Years	30	$ 22.00		$ 660.00	$ 18.00		$ 540.00	$ 20.00		$ 600.00
21	Appendix K - Lead and Copper Rule (Reporting Format 62-550.730(4)(a) Alkalinity, Total as CaCO3, Calcium	2	Every 3 Years	10	$ 30.00		$ 300.00	$ 40.71		$ 407.10	$ 20.00		$ 200.00
						Total 3-Year Test Pricing	$ 5,976.00	**Total 3-Year Test Pricing**		$ 4,992.24	**Total 3-Year Test Pricing**		$ 4,412.00
						Total 3-Year Bid Pricing	$ 56,517.00	**Total 3-Year Bid Pricing**		$ 57,317.04	**Total 3-Year Bid Pricing**		$ 60,716.00

File #: 2026-1688 Agenda Item #: 6d.

Submitted By: Joshua Sasso

Presentation By: Michael Balken

Department: Police

FORMAL TITLE:
Annual renewal of GrayKey forensic software for $74,740

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Ocala Police Department (OPD) has been using GrayKey software since 2018 to assist in the collection of digital evidence for forensic investigations. This software is one of the tools employed by the digital forensic department to process search warrants on various electronic devices, including computers, phones, and tablets.

FINDINGS AND CONCLUSIONS:
Renewing the GrayKey software is essential for the OPD as it guarantees access to current licensing and ongoing support for the software system. Updates for electronic devices can occur as frequently as daily. To meet evidentiary requirements, it is crucial for the system to remain technically supported. The renewal of the GrayKey software will enable OPD to keep up with the fast-paced demands of digital forensics. GrayKey software is regularly employed in OPD investigations and allows for the collection of vital data. Therefore, staff recommends approval of this renewal.

FISCAL IMPACT:
Funding for this renewal purchase was approved as part of the Fiscal Year 2025-2026 Police Department Budget Plan, and $74,740 is budgeted in account 001-018-811-521-52-52045. This purchase will be tracked by Munis contract number 260831. The prior contract number was 250725 in the amount of $69,520.

PROCUREMENT REVIEW:
These goods and 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

MAGNET FORENSICS®

Quotation

Address:
Magnet Forensics, LLC
931 Monroe Drive NE
Suite A102-340
Atlanta, Georgia 30308
United States

Phone: 519-342-0195

Quote #: Q-408523-1
Issue Date: 4 Jun, 2026
Expires On: 28 Aug, 2026

Bill To
Joshua Sasso
Ocala Police Department (FL)
402 South Pine Avenue
Ocala, Florida 34471
United States
352-369-7033
jsasso@ocalapd.org

Ship To
Joshua Sasso
Ocala Police Department (FL)
402 South Pine Avenue
Ocala, Florida 34471
United States
352-369-7033
jsasso@ocalapd.org

End User
Karen Patterson
Ocala Police Department (FL)
402 S Pine Ave
Ocala Florida 34471
United States
3527893195
kpatterson@ocalapd.gov

PREPARED BY	PHONE	EMAIL	PAYMENT TERM
Danielle Moore	(470) 610-6262	danielle.moore@magnetforensics.com	Net 30

ITEM #	PRODUCT NAME	SMS DATES	UNIT SELLING PRICE	QTY	EXTENDED PRICE
GKL-ONF-AD	GrayKey License - Advanced Unlimited Consent and BFU Extractions. 125 AFU, Instant Unlock or Brute Force Advanced actions Action Credits Included: 125 Excursion Credits Included: 2 Renewal for Serial Numbers: 16ffacd5d4511811	28 Aug, 2026 to 27 Aug, 2027	USD 37,370.00	1	USD 37,370.00
GKL-GKP	GrayKey License - Preserve Renewal for Serial Numbers: a83e7fe1d4290a21	28 Aug, 2026 to 27 Aug, 2027	USD 0.00	1	USD 0.00
GKL-ONF-AD	GrayKey License - Advanced Unlimited Consent and BFU Extractions. 125 AFU, Instant Unlock or Brute Force Advanced actions Action Credits Included: 125 Excursion Credits Included: 2 Renewal for Serial Numbers: d270b0d5d491161f	28 Aug, 2026 to 27 Aug, 2027	USD 37,370.00	1	USD 37,370.00
GKL-GKP	GrayKey License - Preserve Renewal for Serial Numbers: a83e7fe1d4290d04	28 Aug, 2026 to 27 Aug, 2027	USD 0.00	1	USD 0.00

RENEWAL OF:
Graykey Advanced 16ffacd5d4511811 with inc. GK Preserve a83e7fe1d4290a21
Graykey Advanced d270b0d5d491161f with inc. GK Preserve a83e7fe1d4290d04

Sub-Total	USD 74,740.00
Taxes	USD 0.00
Grand Total	**USD 74,740.00**

Prices subject to change upon quote expiry. Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote. Hardware may be subject to additional fees related to delivery, import and export.

Terms & Conditions

Unless you have an existing written agreement with Magnet Forensics for the products and/or services listed in this quotation, by: (a) signing below, (b) submitting an Order to Magnet Forensics referencing this quotation, or (c) making payment for the products and/or related services listed in this quotation, you agree to the terms and conditions at http://magnetforensics.com/legal/ applicable to such products and/or services listed in this quotation to the exclusion of any differing or additional terms which may be found on your purchase order or similar document. By signing, you certify that you have the authority to bind your organization.

Magnet Forensics may adjust the software term start and/or end date, without increasing the total software license price, based on the date Magnet Forensics activates the software and provided that the total software license term length does not change.

Signature: _____ **Date:** _____/_____/_____

Name (Print): _____ **Title:** _____

Please sign and email to Danielle Moore at danielle.moore@magnetforensics.com

File #: 2026-1788 Agenda Item #: 6e.

Submitted By: John King

Presentation By: John King

Department: Fleet

FORMAL TITLE:
Additional funding of $6,367 for the emergency rental of a 25-ton air conditioner from Sunbelt Rentals in the amount of $10,403

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
On April 30, 2026, while installing a bleacher electrical system at the E.D. Croskey Recreation Center, the contracted vendor, Stokes Electric, accidentally damaged the cooling coil of the 20-ton air conditioner unit. This incident caused the equipment to become completely inoperable, requiring immediate repair to keep the facility safe and fully operational.

FINDINGS AND CONCLUSIONS:
Due to delayed delivery of air conditioner parts (backordered), the City was required to rent temporary cooling equipment to maintain appropriate building conditions and safeguard occupants, staff, and equipment. Sunbelt Rentals supplied a 25-ton air conditioning unit and accessories pursuant to an existing contract; however, the emergency rental period exceeded both the anticipated duration and scope outlined in the original budget. Since the contract's inception, expenditures under FAC/240031 have amounted to $45,963, with a remaining balance of $4,036. To cover the outstanding costs associated with the rental equipment, an additional $6,367 is necessary, resulting in a revised total contract value of $56,367.

Approving the additional funding will allow Facilities Management to process the outstanding Sunbelt invoice for the emergency rental and support of $10,403 and comply with procurement regulations. Stokes Electric has committed to covering all expenses incurred as a result of this incident. All costs for Claim #L005156532 are being subrogated through the City Risk Department.

FISCAL IMPACT:
Funding for this refurbishment is allocated in account 626-099-999-590-81-45020 - General Liability Claims Fund.

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

LEGAL REVIEW:
N/A. The terms and conditions in the City's Purchase Order will govern this purchase.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

V#1554 C#240031 / 626-099-999-590-81-45020

WO# 8407376
D# 344761
B# 7981

SUNBELT RENTALS

INVOICE

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NUMBER	183304783-0001
ACCOUNT NUMBER	826422
INVOICE DATE	5/27/26
PAGE	1

INVOICE TO

CITY OF OCALA PARKS & REC DEPT
1307 NW 4TH AVE
OCALA, FL 34475

JOB ADDRESS

1510 NW 4TH ST, OCALA
CITY OF OCALA PARKS & REC DEPT
1510 NW 4TH ST
OCALA, FL 34475 6400

C#: 352-368-5526 J#: 352-792-5828

RECEIVED BY	CONTRACT NUMBER
MCDUFFIE, KEN	183304783

PURCHASE ORDER NUMBER
PENDING

JOB NUMBER
12- CITY OF OCALA PA

BRANCH
1616 OCALA FL CC PC1616

3870 NE 33RD ST
OCALA, FL 34479 3199
352-820-7406

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	25 TON AIR CONDITIONER W/HEATER 480V	1636.00	1636.00	3225.00	6006.00	6006.00
	11363206 Make: TEMP AIR Model: PAC-25S4H Ser #: TA6130					
	Billed from 4/30/26 thru 5/15/26					
8.00	20" X 25' WHITE EVENT DUCT	33.28	33.28	82.16	201.76	1580.80
2.00	50' #2 BANDED 5-WIRE	35.00	35.00	97.00	239.00	458.00
1.00	6/4 FEMALE PIG TAIL	5.00	5.00	15.00	60.00	35.00
				Rental Sub-total:		8079.80

SALES ITEMS:

Qty	Item number	Unit	Price	
1	E&DLABOR	EA	300.000	300.00
	2218XXX050 ERECTION & DISMANTLE LABOR EQUIPMENT MANIPULATION & CLEANING UPON RETURN			
1	AFTERHOURS	EA	250.000	250.00
	2361XXX000 EMERG. RESPONSE OPENING CHARG			
1	DLPKSRCHG	EA	72.000	72.00
	TRANSPORTATION SURCHARGE			
1	ENVIRONMENTAL	EA	90.090	90.09
	2133XXX000 ENVIRON/HAZMAT/DISPOSAL FEE			
1	RENTAL PROTECTION PLAN	EA		1211.97
	DELIVERY CHARGE			200.00

CONTINUED

KM

SUBTOTAL	CONTINUED
TAX	
INVOICE TOTAL	

RENTAL RETURN

NET 30

LATTE HILL latte.hill@sunbeltrentals.com

SUNBELT RENTALS

INVOICE

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NUMBER	183304783-0001
ACCOUNT NUMBER	826422
INVOICE DATE	5/27/26

INVOICE TO

CITY OF OCALA PARKS & REC DEPT
1307 NW 4TH AVE
OCALA, FL 34475

JOB ADDRESS

1510 NW 4TH ST, OCALA
CITY OF OCALA PARKS & REC DEPT
1510 NW 4TH ST
OCALA, FL 34475 6400

C#: 352-368-5526 J#: 352-792-5828

RECEIVED BY: MCDUFFIE, KEN

CONTRACT NUMBER: 183304783

PURCHASE ORDER NUMBER: PENDING

JOB NUMBER: 12- CITY OF OCALA PA

BRANCH: 1616 OCALA FL CC PC1616

3870 NE 33RD ST
OCALA, FL 34479 3199
352-820-7406

SALES ITEMS:

Qty	Item number	Unit	Price
	PICKUP CHARGE		200.00

FINAL BILL: 4/30/26 06:00 PM THRU 5/15/26 02:00 PM.

10403.86

SUBTOTAL	10403.86
TAX	
INVOICE TOTAL	10403.86

RENTAL RETURN

NET 30

LATTE HILL latte.hill@sunbeltrentals.com

PDFWS7 (Rev 01/31/22)

Print Email

Please email completed form to Risk Management at claims@ocalafl.org by clicking the email button above.

L 0 0 5 1 5 6 5 3 2

City of Ocala

Incident Report

Report SERIOUS incidents to HR & Risk Management by telephone as soon as possible at 352-629-8359. All incidents must be reported on this form no later than 24 hours following the incident. Any claim NOT reported within 30 days of the incident maybe denied coverage under the Self Insured Plan. Reporting is the responsibility of the Supervisor most closely related to the incident.

ALL FIELDS MUST BE COMPLETED – USE NA IF NOT APPLICABLE

FILL OUT FOR ALL REPORTS

Date of Incident:	Date Dept. Notified:	Name of employee involved:	Department:	Div. #:
04/30/26	04/30/26	Kenneth McDuffie	Facilities	321

Time of Incident:	Job Title:	Location of Incident:
10:22am	Manager	E.D. Croskey

What happened? NATURE OF EVENT

I received a call from Victor with Stokes Electric and John Spencer advising that one of their technicians had removed the cover from an electrical panel, which subsequently came into contact with the A/C unit coil. This incident resulted in a puncture to the unit, causing damage to the coil and a complete loss of refrigerant. The coil will need to be replaced, and the system will require recharging with new refrigerant.

Describe any immediate remedial action taken (if applicable):

Sherman Mechanical was contacted for immediate temporary repair. While they are also, getting quotes for the new coil for replacement.

Police Case #:	Fire Report #:

FILL OUT IF CITIZEN WAS INVOLVED

Name of citizen involved:	Address & phone number:	Citizen injured: ☐ Yes ☐ No

FILL OUT IF ANY PROPERTY WAS DAMAGED (other than vehicle crashes)

What City property was damaged?	What Citizen property was damaged?
A/C Coil for outside unit	

Witnesses (if applicable)

Name:	Address:	Phone #:

FILL OUT IF MOTOR VEHICLE CRASH

City vehicle #:	Owner of Citizen's vehicle:	Tag number of Citizen's vehicle:

FILL OUT IF EMPLOYEE WAS INJURED

Part of Body Injured/Left or Right Side:	Was medical treatment required: ☐ Yes ☐ No ☐ Unknown Where was treatment received: ☐ City Clinic ☐ Other

FILL OUT FOR ALL REPORTS

Supervisor's Name: Gary Crews	Phone #: 352-844-6477	Drug Tested? ☐ Yes ☐ No
Form Submitted by: Kenneth McDuffie	Date: 04/30/26	Revised Date: 6/2019

What Happend?

I received a call from Victor with Stokes Electric and John Spencer advising that one of their technicians had removed the cover from an electrical panel, which subsequently came into contact with the A/C unit coil. This incident resulted in a puncture to the unit, causing damage to the coil and a complete loss of refrigerant. The coil will need to be replaced, and the system will require recharging with new refrigerant.

Describe any immediate remedial action taken (If Applicable):

Sherman Mechanical was contacted for immediate temporary repair. While they are also, getting quotes for the new coil for replacement.

Name of Citizen Involved:

Address & Phone Number:

What City property was damaged?

A/C Coil for outside unit

What Citizen property was damaged?

File #: 2026-1814 Agenda Item #: 6f.

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 July 7, 2026

File #: ORD-2026-22 Agenda Item #: 8a.

Submitted By: David Sablan

Presentation By: Aubrey Hale

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Ordinance 2026-22 to rezone approximately 82.10 acres for property located at 5575 SW 52nd Street (Parcel 23835-000-00) from A-1, General Agriculture (County) to PD, Planned Development (City) (Case PD26-0001) (Quasi-Judicial).

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Petitioner/Property Owner: Ocala 52 Partners, LLC
- Agent: Tillman & Associates Engineering, LLC

Key Points:

The petitioner is requesting to rezone the subject property, approximately 82.1 acres, from A-1, General Agriculture (County) to PD, Planned Development (City) (PD6-0001). In conjunction with the rezoning request, the applicant is also seeking approval of a PD Plan and Standards Book, which establishes a mixed development program with three land uses:

- Single Family Residential (SFR) - 230 SFR units across 45.4 acres (5 Units/acre)
- Multi-Family Residential (MFR) - 360 MFR units across 20.2 Acres (17.8 Units/acre)
- Commercial - Maximum 147,000 square feet across 4.5 acres (0.75 FAR)

The applicant acquired the 82.10-acre property in July of 2024. Currently, the subject property is not located in the jurisdiction of Marion County. The property has the following current Marion County designations:

- Future Land Use: High Residential (up to 8/units per acre)

- Zoning: General Agriculture (A-1)
- Current Use: Agriculture

The applicant submitted concurrent applications:

- **Annexation** of all ±82.1 acres into the City of Ocala (ANX26-0001)
- **Future land use map amendment** to change the land use designation from High Residential (Marion County) to Low Intensity (City of Ocala) (LUC26-0001).

The annexation (ANX26-0001) and future land use map amendment (LUC26-0001) went before the Planning and Zoning Commission at a special meeting on May 26, 2026. The Commission voted to approve the annexation and future land use amendment by a seven-to-zero vote. Subsequently, on June 2, 2026, the City Council conducted the introduction and transmittal hearing for the future land use amendment and authorized City staff to transmit the proposed future land use amendment to the Florida Department of Commerce (Florida Commerce) through the expedited state review in accordance with F.S. 163.3184(3). Per F.S. 163.3184(2), a project exceeding 50 acres requires that the application be submitted to the state expedited review process prior to adoption by City Council.

The subject property was used for the mining of earth and other minerals until approximately 2022. As a result of the discontinuation of mining activities, FDEP has since issued a Release of Reclamation Obligations in recognition of reclamation completed since mining ceased on the property. There are currently several small structures and a septic system on the property that will be required to be removed prior to any further development of the site. At the southern end of the property, there is a ±6.7-acre lake, and at the northeasterly corner, there is a ±16,000-square-foot pond. It is noted that the concurrently submitted zoning (PD) amendment indicates that both bodies of water will be preserved and integrated into the PD design as amenities and drainage retention areas.

Zoning and Land Use Details:

For consideration of the future land use amendment, there are several key factors to consider:

- Pursuant to Section 122-246 of the Code of Ordinances, upon annexation into the City, a future land use designation must be processed at the earliest available date.
- The property is located in the southwest part of the City and Marion County, which is experiencing significant development and redevelopment activity. Nearby single-family residential developments are located to the south (Saddle Oak Club) and the north (Fore Ranch). The proposed density and nature of the project are consistent with the Low Intensity Future Land Use and compatible with surrounding properties and development.

FINDINGS AND CONCLUSIONS:

- An overall density of 7.16 units per acre is proposed in the PD with a maximum commercial FAR of 0.75. This is consistent with the Low Intensity Future Land Use range of a minimum density of 3 dwelling unit/acre and a maximum of 18 dwelling units/acre, and a maximum allowed commercial FAR of 0.75.
- The proposed rezoning provides an appropriate urban-scale development consistent with the Fore Ranch development adjacent to the north of the subject property.

- The nature of the PD zoning district is intended to provide conditions, stipulations, limitations, and restrictions it deems necessary to protect the public health, safety, and general welfare. The proposed PD Plan and Standards Book establishes standards for building setbacks, landscaped buffering, open space, architectural standards, and building heights, among others, to promote compatible and complementary development with the surrounding area and to ensure consistency with the Comprehensive Plan and the City's Code of Ordinances.

- 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 recommends approval with the following conditions:

1. The existing agricultural use shall cease within one year after zoning approval or prior to any future development of the site, whichever occurs first.

2. The existing structures and septic system must be removed from the property prior to any future development of the property.

3. Connection to City public facilities will be required prior to further development of the property.

4. All permitted uses by right within the B-2, Community Business, shall be permitted within the PD.

5. All roadways within the development shall be privately owned and maintained.

6. A sidewalk along SW 52nd Street shall be provided with the appropriate phases of development that occur along the roadway.

The Planning & Zoning Commission held a public hearing on June 8, 2026, and approved the Ordinance by a vote of five to zero. Originally, Section 4 of the Planning and Zoning Commission Staff Report mistakenly stated that the project would be required to pay school concurrency fees as appropriate during the development review process. The project will be required to pay school impact fees as appropriate during the development review process. The attached staff report has been edited to reflect this correction.

After the publication of the June 8, 2026, Planning and Zoning Commission Agenda Packet, the City received three pieces of correspondence related to the project: two emails sent to staff on the day of the hearing and a letter presented to the Commission at the hearing. Physical copies of all three letters were provided to the Commission at the hearing and are attached to this item.

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:

- Staff Report
- Case Map
- Aerial Map
- PD Plan
- PD Standards Book
- Public Correspondence

ORDINANCE 2026-22

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING THE ZONING FROM A-1, GENERAL AGRICULTURE DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT, FOR CERTAIN PROPERTY LOCATED AT 5575 SW 52ND STREET (PARCEL 23835-000-00), APPROXIMATELY 82.10 ACRES (CASE NO. PD26-0001); 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 regulations of the City of Ocala, Florida, as PD, Planned Development:

PARENT PARCEL

THE NE 1/4 OF THE SW 1/4 AND THE SE 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. EXCEPT THE SOUTH 30 FEET FOR ROAD RIGHT-OF-WAY.

AND

THE WEST 1.5 CHAINS OF THE SW 1/4 OF SE 1/4 OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

PARCEL 2

BEING THE WEST 1.5 CHAINS OF THE S.W. 1/4 OF THE S.E. 1/4 AND A PORTION OF THE S.E. ¼ OF THE S.W. 1/4 OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 21 EAST, LYING NORTH OF S.W. 52ND STREET (BEING 60 FEET RIGHT OF WAY), MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF THE EAST 1/2 OF THE S.W. 1/4 OF SAID SECION 33; THENCE ALONG THE NORTH BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 30, S.89°37'32" E., A DISTANCE OF 1325.81 FEET TO THE N.E. CORNER OF THE EAST 1/2 OF THE S.W. 1/4 OF SAID SECTION 33; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG THE EAST BOUNDARY OF THE N.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 33, S.00°31'25" W., A DISTANCE OF 1318.27 FEET TO THE N.W. CORNER OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 33, SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE DEPARTING SAID EAST BOUNDARY,ALONG THE NORTH BOUNDARY OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 33, S.89°48'22"E., A DISTANCE OF 99.00 FEET TO THE N.E. CORNER OF THE AFOREMENTIONED WEST 1.5 CHAINS OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 33; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG THE EAST BOUNDARY OF THE WEST 1.5 CHAINS OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 33, S.00°31'26"W., A DISTANCE OF 1288.46 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF AFOREMENTIONED S.W. 52ND STREET; THENCE DEPARTING SAID EAST BOUNDARY, ALONG SAID NORTH RIGHT OF WAY LINE, N.89°54'35"W., A DISTANCE OF 99.00 FEET; THENCE N.89°54'39"W., A DISTANCE OF 1206.53 FEET TO A POINT 120 FEET EAST OF AND PARALLEL TO THE WEST BOUNDARY OF THE EAST 1/2 OF THE S.W. 1/4 OF SAID SECTION 33; THENCE 1291.56 FEET TO A POINT ON THE NORTH BOUNDARY OF THE S.E. ¼ OF THE S.W. 1/4 OF SAID SECTION 33; THENCE DEPARTING SAID PARALLEL LINE, ALONG SAID NORTH BOUNDARY, S.89°46'20"E., A DISTANCE OF 1206.16 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 38.66 ACRES, MORE OR LESS.

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 A-1, General Agriculture, to PD, Planned Development 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: 2026-22
Introduced: 7/21/2026
Adopted: Click or tap to enter a date.
Legal Ad No: Click or tap here to enter text.

Rezoning Staff Report

Case No. PD26-0001
Planning & Zoning Commission: June 8, 2026
City Council (1st Reading): July 7, 2026
City Council (Adoption): August 4, 2026

Applicant:	Ocala 52 Partners, LLC
Property Owner:	Ocala 52 Partners, LLC
Project Planner:	David Sablan, Planner II
Amendment Request:	Rezone from A-1, General Agriculture (County), to PD, Planned Development (City) with associated PD Plan and Standards Book

Parcel Information

Acres:	±82.1 acres
Parcel(s)#:	23835-000-00
Location:	5575 SW 52nd Street
Existing use:	Undeveloped (former Quarry)
Future Land Use Designation:	Low Intensity (Pending)
Zoning Designation:	A-1, General Agriculture (County)
Special District(s)/Plan(s):	N/A
Approved Agreement(s):	N/A

Figure 1. Aerial Map

Section 1 - Applicant Request

The applicant is requesting to rezone a ±82.1-acre parcel, from A-1, General Agriculture (County) to PD, Planned Development (City). In conjunction with the rezoning request the applicant is also seeking approval of a PD Plan and Standards Book, which establishes a mixed-use development program. The applicant submitted concurrent applications to annex all ±82.1 acres into the City of Ocala (ANX26-0001), and a future land use map amendment to change the land use designation from High Residential (County) to Low Intensity (LUC26-0001).

Per F.S. 163.3184(2), LUC26-0001 is required to go through an expedited review process of the land use map amendment by the Florida Department of Commerce (Florida Commerce) prior to adoption by City Council. For this reason, ANX26-0001 and LUC26-0001 previously went before the Planning and Zoning Commission at a special meeting on May 26, 2026, where the Commission voted to approve the annexation and future land use amendment by a 7-0 vote. On June 2, 2026, City Council authorized City staff to transmit the proposed future land use map amendment to Florida Commerce for an expedited state review in accordance with F.S. 163.3184(3).

Section 2 - Background Information

The subject property, identified as Parcel 23835-000-00, consists of an approximate 82.1 acres and is generally located within the 5500 block of SW 52nd Street. The property is currently within the jurisdiction of Marion County and shares its northern border with the existing Fore Ranch Planned Unit Development and Hunt Club at Fox Point neighborhood, both of which are located within City of Ocala jurisdiction. The current Marion County zoning designation and the pending City Future Land Use of the property are:

Zoning: **A-1, General Agriculture (County)**, The County code of ordinances indicates the intent of the A-1 district is to preserve agriculture as the primary use. This zoning district in the Urban Area may be used for agriculture until it is rezoned to another permitted district.

Future Land Use: **Low Intensity** (Comprehensive Plan – Policy 6.3), a minimum of 3 and maximum of 18 dwelling units per acre, a maximum of 0.75 floor area ratio (FAR).

It is noted that the applicant acquired the subject property in July 2024.

Marion County Property Appraiser records (Book 2024, Page 1930) indicate that an agreement was entered into between G.W. O'Neal to White Construction Company, Inc. in April 1994 for exclusive mining rights of earth and minerals from the subject property. The agreement states that the property had been used for mining and removal of earth and minerals in the past, but no records are available to indicate the date of which this mining began. Staff believes mining operations began as early as the 1960s and continued until approximately 2022. Under Florida Statutes (F.S.) Chapter 378, the cessation of mining operations triggers land reclamation obligations to protect the public's health, safety, and welfare, the protection of the state's environment, and the subsequent beneficial use of the disturbed and reclaimed land. In October 2022, the Florida Department of Environmental Protection (FDEP) issued a Release of Reclamation Obligations in recognition of reclamation activities completed on the property.

Several small structures and a septic system currently exist on the property that will be required to be removed when the property is developed. At the southern end of the property there is a ±6.7-acre lake and at the northeasterly corner of the property there is a ±16,000 square foot pond. Both water bodies will be preserved and are integrated into the design of the PD.

Table 1: Adjacent Property Information:

Direction	Future Land Use	Zoning District	Current Use
North	Neighborhood	PUD-04, Planned Unit Development	Fore Ranch PUD
East	High Residential (County)	A-1, General Agriculture (County)	Large lot SFR & Undeveloped
South	High Residential (County)	A-1, General Agriculture (County)	Undeveloped
West	Neighborhood (City) Medium Residential (County)	No Zoning A-1, General Agriculture (County)	Hunt Club at Fox Point Large lot SFR & Undeveloped

Section 3 – Staff Analysis

This report analyzes the proposed rezoning from A-1, General Agriculture, to PD, Planned Development, as well as the associated PD Plan and Standards Book for consistency with the City of Ocala's Comprehensive Plan, the Land Development Regulations, and the established neighborhood development pattern.

Proposed PD Plan and Standards:

The PD Plan and Standards book proposes new general land use categories, development standards, project access, deviations from typical code requirements, and architectural standards. The general land uses proposed include a mix of uses and density/intensity which include Single-Family Residential (SFR), Multi-Family Residential (MFR), and Commercial (COM).

Access is proposed to the property at two points off of SW 52nd Street, located near the eastern and western boundaries of the property approximately 0.25 miles apart. Consistent with the annexation case that provided a fiscal impact analysis; the internal circulation for the PD will be private roads. Collector roads are proposed to be between 60-feet and 100-feet wide while local roads will be 40-feet wide. The PD proposes some form of property owners association or homeowners association to manage the private road network associated with the future development.

Neighborhood Meeting:

A neighborhood meeting was held in December 2025, with the applicant and agent providing

information regarding the proposed development and nearby residents asking questions pertaining to annexation from county into city, project timeline, configuration of uses, lot sizes, buffers, and traffic.

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.

   The minimum density and intensity in this future land use category is 3 dwelling units per gross acre or 0.00 FAR. The maximum density and intensity is 18 dwelling units per acre or 0.75 FAR. Increased density and intensity incentives may be approved for inclusion of workforce housing, green building and sustainable design standards, setting aside right-of-way for trails, employment- generating uses, exemplary urban design, or other benefits to the City as specified in the Land Development Code. The location and application of incentives shall be set forth in the Land Development Code.

Staff Comment:

- The combined density of all residential housing types is 7.16 units per acre, which is within the permitted range of a minimum 3 units per acre and a maximum 18 units per acre of the requested Low Intensity future land use category.
- The Commercial sub-area will not exceed an FAR of 0.75, which is the maximum FAR allowed within the Low Intensity future land use category. The maximum allowed floor area is 147,000 square feet within the 4.5-acre Commercial sub-area.
- The PD Plan and Standards Book proposes a mixed-use development with transportation facilities for both automobile and pedestrian circulation consistent with the intention of the Low Intensity FLU.

Consistency with Land Development Regulations:

The requested rezoning is consistent with the following Sections of the City of Ocala Code of Ordinances:

1. *Section 122-941(b): A rezoning to PD with a PD plan shall meet the following minimum*

requirements: (1) One-acre minimum site; (2) a five-acre or more site shall include at least two uses with any one use not less than ten percent (acreage or square footage) of the total site, except in the case of residential developments, which are permitted to be single-use; (3) must be located on a public roadway with at least 100 feet of frontage.

Staff Comment:

(1) The subject property contains approximately 82.1 acres, of that 70.1 acres are developable with the remainder being occupied by water features resultant from prior mining activities;

(2) the PD is proposed to be a mix of three uses: single-family residential (65%), multi-family residential (29%), and commercial (6%); and

(3) has more than 100 feet of frontage on public roadway along SW 52nd Street.

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

Staff Comment:

The PD zoning district is a permitted district within the subject property's requested Low Intensity Future Land Use category. The PD Plan and Standards book proposes allowing all uses permitted by right in the B-2, Community Business district be permitted within the Commercial sub-area. The B-2 district is also a permitted district within the Low Intensity Future Land Use category.

3. *Section 122-942(a) – Planned Development Required Standards: In reaching recommendations and decisions as to rezoning land to a PD district and approving a conceptual site development plan, the planning and zoning commission and city council shall apply the following standards, in addition to the requirements of this chapter applicable to the rezoning of land generally:*

(1) Access. Every permitted use in a PD shall have access to a public street directly or via an approved private road, pedestrian way, court or other area dedicated to public or private use, or common element guaranteeing access.

Staff Comment: The PD Plan depicts that the subject property will be accessed by internal collector roads at two points off of SW 52nd Street along the southern boundary of the property. Each internal collector road will provide access to the different sub-areas, where private local roads will provide internal circulation.

(2) Buffers. When a PD abuts a less intensive use, it will be required to adhere to section 122-260, pertaining to buffer specifications, at a minimum. City council may require additional buffering based on individual circumstances.

Staff Comment: The PD plan and Standards Book propose landscaping, screening, signage, and architectural standards consistent with section 122-260.

(3) Underground utilities. Within a PD, all utilities, including telephone, television cable and electrical systems, shall be installed underground in accordance with current city policies and standards. Appurtenances to these systems which require above ground installation must

be effectively screened, and thereby may be excluded from this requirement.

Staff Comment: New onsite utilities shall be located underground such that tree installations are possible without conflict.

(4) Open space. Open space requirements for a PD are as follows:

a. Open space shall include active and passive recreation areas such as courtyards, streetscapes/sidewalks, playgrounds, golf courses, waterways, landscaped yards and patios, lagoons, floodplains, nature trails, roof areas, and other similar open spaces. Water retention areas that are designed as aesthetic lakes or ponds for passive or active recreational use may also be counted as open space, as long as these areas are designed to retain a minimum of three feet of water at all times.

Staff Comment: The PD plan indicates that a minimum of 43% of the development will be preserved as open space (approximately 35.34 acres). Additionally, approximately 8% of the open space is proposed to be aggregate open space (2.87 acres). Aggregate open space is defined as common open space areas that are designed and intended for use by all occupants/residents of a PD. The applicant is proposing to utilize and activate existing water features as part of the aggregate open space.

b. Fenced water retention areas, open water areas beyond the perimeter of the site, street right-of-way, driveways, off-street parking areas and off-street loading areas shall not be counted in determining open space. Side yards less than six feet wide shall not be counted as open space.

Staff Comment: Aggregate open space is provided in accordance with Section 122-924(4). Gross open space provided is calculated at 35.34-acres, with proposed aggregate open space calculated at 2.87-acres.

c. Open space shall be clustered into larger tracts/areas. Buildings and structures should be clustered so that the open space is usable to the occupants/residents rather than merely providing spacing between buildings or structures. Zero lot line and clustered design is encouraged. Front, side and rear yards in single-family residential areas shall not be counted as aggregate open space.

Staff Comment: Open space shall be clustered into usable recreation areas for residents and reviewed as part of the subdivision plan process. Compliance will be confirmed at time of future development. The PD Plan indicates the general location and anticipated size of the clustered open space, which counts towards the aggregate and overall open space requirements.

d. There shall be a minimum open space requirement of 25 percent of the total gross acreage for all development in any PD project. For single-use residential PD projects, the minimum open space requirement shall be 40 percent. At least ten percent of the total required open space shall be in usable aggregate form. Aggregate open space is defined as common open space areas that are designed and intended for use by all occupants/residents of a PD.

Staff Comment: The proposed PD is a mixed-use project and maintaining 43% of the total gross acreage (35.34 acres) for open space with at least 2.87 acres usable in aggregate form. The minimum requirement of 25% total gross open space acreage is exceeded by 18% and

the total required for a single-use residential PD is 40%, which is also being exceed by the proposed PD development standards and plan.

(5) Unified control. The applicant shall furnish the city with sufficient evidence to the satisfaction of the city attorney that the applicant is in the complete, unified and otherwise-unencumbered control of the entire area of the proposed planned development, whether the applicant be an individual, partnership, corporation, other entity, group or agency. The applicant shall provide the city all necessary documents and information that may be required by the city attorney to assure the city that the development project may be lawfully completed according to the plans sought to be approved.

Staff Comment: The agent submitted a Commitment for Title Insurance.

(6) Phasing. City council may allow or require phasing of the proposed development. All phasing must be related to previous development, surrounding properties, and available public facilities and services, where a failure to proceed with subsequent phases of development will have no adverse impact on the completed phase(s) or surrounding properties.

Staff Comment: The PD Plan proposes for each land use area to be developed as different phases. The timing and order of phasing will be determined when final development plans are submitted and formally reviewed.

(7) Platting. All uses/parcels meeting the definition of a subdivision shall meet chapter 114 (subdivisions) requirements.

Staff Comment: Subsequent to PD approval by City Council, the conceptual subdivision may be submitted for review.

(8) Site plan review. Development requiring site plan review shall comply with Chapter 122, Article IV. A final site plan shall be consistent with a final development plan.

Staff Comment: Site plan review shall occur as required with a designated phase of the development. Portions of the development may only be subject to subdivision requirements.

(9) Development. A development meeting the criteria for a shopping center shall comply with all regulations as set forth in division 29 of chapter 122 (shopping centers) except for: subsections 122-908(7),(8) and (9) and 122-918(a)(l).

Staff Comment: A shopping center is not a part of the proposed PD and therefore an amendment pursuant to Section 122-946 to the PD Plan and Standards book would be required to accommodate the use.

(10) Access to utility systems and public services. A PD shall be located in relation to sanitary sewer lines, water lines, storm/surface drainage systems, and other utility systems.

Staff Comment: Utility services are outlined in detail in the Level of Service Analysis below. All utility services are located in proximity to the development, with the exception of sanitary sewer lines. The closest connection is through the Fore Ranch subdivision north of the subject property.

Variations from Code of Ordinances

The applicant is requesting variances to the following sections of the Ocala Code of Ordinances:

1. *Section 122-286 – Lot requirements.*

   The PD Standards book proposes minimum lot widths of 40-feet for SFR lots and 20-feet for MFR lots. The smallest minimum lot width for R-1 zones is 60-feet in the R-1AA zone, the minimum lot width in the R-3 zone is 100-feet.

2. *Section 114-95 – Block length*

   The PD Standards Book proposes block lengths between a minimum of 199-feet long and 1,050-feet long. The City's Subdivision Design Standards restricts block length to a minimum of 300-feet and a maximum of 600-feet.

3. *Section 114-92(b) & (c) – Sidewalks*

   The PD Standards Book proposes constructing sidewalks on only one side of internal local streets and deferring construction of sidewalks along SW 52nd Street until such a time the City Ocala deems necessary. The City's Subdivision Design Standards requires sidewalks on both sides of all internal streets and that sidewalks be installed on at least the project side of adjacent exterior streets.

4. *Section 114-91 (m) & (n)*

   The PD Plan and Standards Book proposes private 40-foot wide ROW for local internal streets. The Subdivision Design Standards require minimum 50-foot wide ROW for minor local streets and private streets must be approved by City Council.

Staff Comment:

The requested deviations from code allow for a more compact and efficient development that afford flexibility in lot design and street layout.

Table 2: Existing and Proposed Zoning District Standards

	Zoning District	Intent and Purpose	Minimum Lot Width (feet)	Maximum Building Height (feet)
Existing	A-1, General Agriculture (County)	The County code of ordinances indicates the intent of the A-1 district is to preserve agriculture as the primary use. This zoning classification in the Urban Area may be used for agriculture until it is rezoned to another permitted classification.	150-feet	50-feet
Proposed	PD, Planned Development	Development of 230 single-family residential lots, 360 multi-family units, and up to 147,000 square feet of commercial.	20-feet	35 to 50-feet

Staff Comment:

The rezoning of the property to PD will establish a mix of land uses and density/intensity with development standards through the adoption of the PD Plan and Standards Book.

Section 4 - Level of Service (LOS) Analysis

A. Required Public Facilities (adopted LOS standards in the comprehensive plan):

The purpose of this analysis is to identify any potential issues with the city's ability to provide public services to the property to be annexed. The specific services to provide will need to be further evaluated at the time of future development or connection to city services. Currently, the area is not supported by City sanitary sewer service. The nearest connection point resides within the Fore Ranch development north of the subject property. The comprehensive plan sanitary sewer sub element includes policy 2.7, requiring connection, unless the nearest available sewer connections is greater than one-eighth mile from the property. Sewer lines are not located within the right-of-way of SW 52nd Street and the connection point is not within one-eighth of a mile of the property. Development of the subject property will necessitate connection to City public facilities including sanitary sewer.

The following LOS information is provided to indicate available and remaining capacity for required public facilities (those facilities identified in the Comprehensive Plan, Capital Improvement Element Objective 1). As necessary, the analysis may utilize population per household estimates as established by the Florida Bureau of Economic and Business Research (BEBR). The most recent (2025) estimates indicate an average population per household at 2.33 people for Marion County.

Transportation: The subject property has frontage along SW 52nd Street, which connects to SW 60th Avenue to the west. The congestion management data from the Ocala-Marion TPO for the affected roadway is provided below. Developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review. The concurrent PD Plan indicates a maximum of 590 new dwelling units and 147,000 square-feet of commercial development are proposed; a traffic study will be required at the time development is formally reviewed.

Table 3: Congestion Management Data

Road/Street Names	Lanes	Speed Limit	Functional Classification	Adopted LOS	LOS Capacity	2023 AADT	Existing LOS
SW 60th Ave From: SR 200 To: SW 43rd St Rd	4	45	Arterial	E	35,820	18,300	C

Potable Water: The project is within the City's active service area and service is available. A City water main runs along SW 52nd Street in front of the property. Connections will be determined during the site plan or subdivision review and approval process.

- *Adopted Level of Service (LOS) Potable Water:* 300 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 167 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of the City's water system is 18 million gallons daily (mgd), currently 17 million gallons is consumed daily.

Sanitary Sewer: The project is within the City's active service area, however service is not available as there are no existing sanitary sewer lines accessible from the right-of-way directly adjacent to the site. The nearest existing publicly accessible sanitary sewer line is a force main line on SW 50th Ct, approximately 1,875 feet east of the eastern boundary of the project. The extension of City sanitary sewer lines and connections will be determined during the site or subdivision review and approval process.

- *Adopted Level of Service (LOS) Sanitary Sewer:* 250 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 80 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of Water Reclamation Facility #2 is 6.5 million gallons daily (mgd) and the permitted capacity of Water Reclamation Facility #3 is 4.0 million gallons daily (mgd), currently 6.3 million gallons is consumed daily.

Parks and Recreation Facilities:

- *Adopted Level of Service (LOS) Solid Waste:* 4.6 developed park acres per 1,000 population for each Regional Park Service Area (RPSA).
- *Available Capacity:* Capacity is available. The City's 71,017 population requires 326.68 developed park acres. The city currently owns and maintains 635.7 developed park acres, pursuant to the Summer 2026 Activity Guide released by the Recreation and Parks Department.

Solid Waste: The subject property is located within the City's service area; refuse pickup will be determined during the site plan or subdivision review process.

- *Adopted Level of Service (LOS) Solid Waste:* 3.54 pounds per capita per day for residential development.
- *Available Capacity:* Solid waste is transported to facilities outside of the City and the City's current contract allows for unlimited tonnage of solid waste.

Schools: The subject property is serviced by Saddlewood Elementary (operating at 96% capacity), Liberty Middle (operating at 93.34% capacity) and West Port High School (operating at 117.22% capacity). The Planned Development Plan may generate up to 75 additional Elementary School-aged students, up to 30 additional Middle School-aged students, and up to 41 additional High School-aged students. West Port High School is over capacity and will require payment of school impact fees as appropriate during the development review process. However, a new high school will open in 2026 that will allow for redistribution of students.

Table 4: Student Generation:

PD26-0001 Scenario					
School Level	**MFR Student Generation Rate**	**SFR Student Generation Rate**	**MFR Units 360**	**SFR Units 230**	**Total**
Elementary	0.137	0.107	50	25	**75**
Middle	0.055	0.043	20	10	**30**
High	0.066	0.071	24	17	**41**

Other Public Facilities:

Electric: The subject property is not in the Ocala Electric Utility service territory. The project will be serviced by Sumter Electric.

Internet: The subject property is not in an Ocala Fiber service area.

Stormwater: Due to the prior mining use, there are several low spots on the subject property within the AE FEMA Flood Zones. The concurrent PD Plan indicates that these areas will be incorporated into the amenity and drainage retention areas which service the property. For any future development, runoff must be retained on-site to match pre-development conditions. Facilities must be designed to provide flood protection for a 100 year, 24-hour storm event.

Fire Service: Ocala Fire Rescue Station #6 is located approximately 0.33 miles from the subject property, at 5220 SW 50th Court, which is within the desired industry standard of 1.5 miles for fire service.

Summary Staff Comments:

The subject property is adjacent to City Limits. Additionally, annexation will provide the city with jurisdiction and oversight for any future development of the property. Having direct decision-making authority over development will help the city ensure compatible and appropriate urban development. Further, the annexation and future development will promote the connection to city utilities, providing additional revenue to maintain public facilities.

Section 5 - Staff Findings and Recommendation

- The PD proposes an overall density of 7.16 units per acre and a maximum commercial FAR of 0.75, which is consistent with the Low Intensity Future Land Use range of minimum density of 3 dwelling unit/acre and maximum of 18 dwelling units/acre, and maximum allowed commercial FAR of 0.75.
- The proposed rezoning is consistent with existing land uses, the Comprehensive Plan, and the City's Code of Ordinances.
- 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. Connection to sanitary sewer is possible through the Fore Ranch subdivision to the north of the subject property.

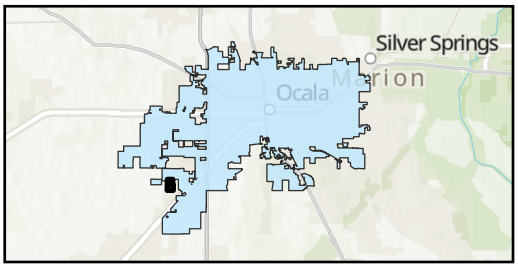
Staff Recommendation: Approval of PD26-0001 with conditions

Staff recommends approval with the following conditions:

1. The existing agricultural use shall cease within one year after zoning approval or prior to any future development of the site whichever occurs first.
2. The existing structures and septic system must be removed from the property prior to any future development of the property.
3. Connection to city public facilities will be required upon further development of the property.
4. All permitted uses by right within the B-2, Community Business shall be permitted within the PD.
5. All roadways within the development shall be privately owned and maintained.

6. A sidewalk along SW 52nd Street shall be provided with the appropriate phases of development that occur along the roadway.

CASE MAP

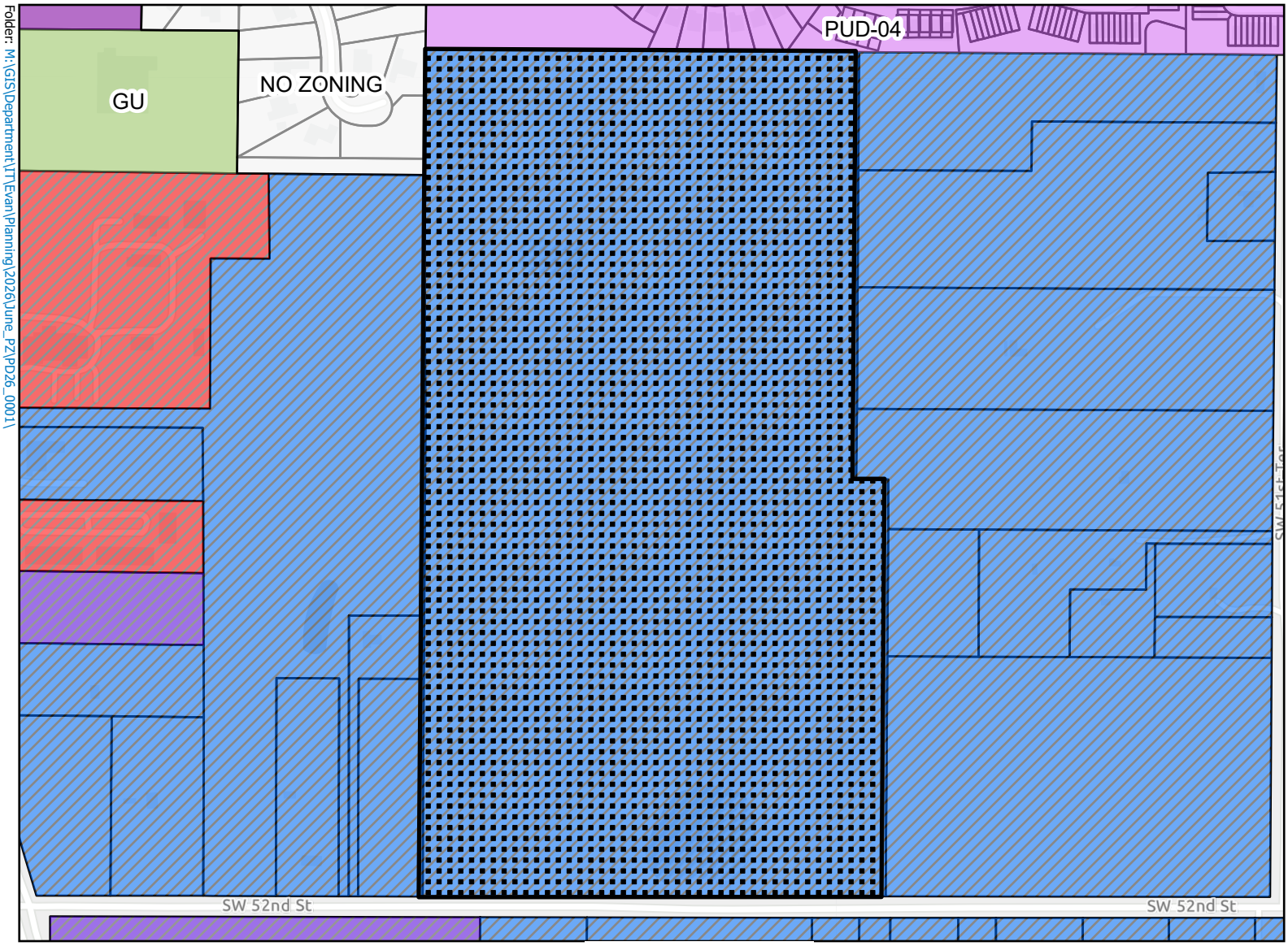


Case Number: PD26-0001

Parcel: 23835-000-00

Property Size: Approximately 82.1 Acres
Land Use Designation: County HR
Zoning: County A-1, General Agriculture

Proposal: Request for annexation to develop a mixed-use project



GU:Governmental Use
PUD-04:Planned Unit Development-4 Units
Planned Development
R-3:Multi-Family Residential
NO ZONING
A-1, General Agriculture (county)
B-2, Community Business (county)
PUD, Planned Unit Development (county)
Parcels
PD26-0001

0 500 1,000 2,000 Feet

N

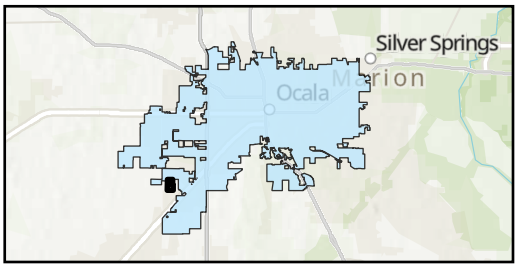
OCALA

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 Dep

by ekrepps on 5/21/2026

AERIAL MAP



Case Number: PD26-0001

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Property Size: Approximately 82.1 Acres
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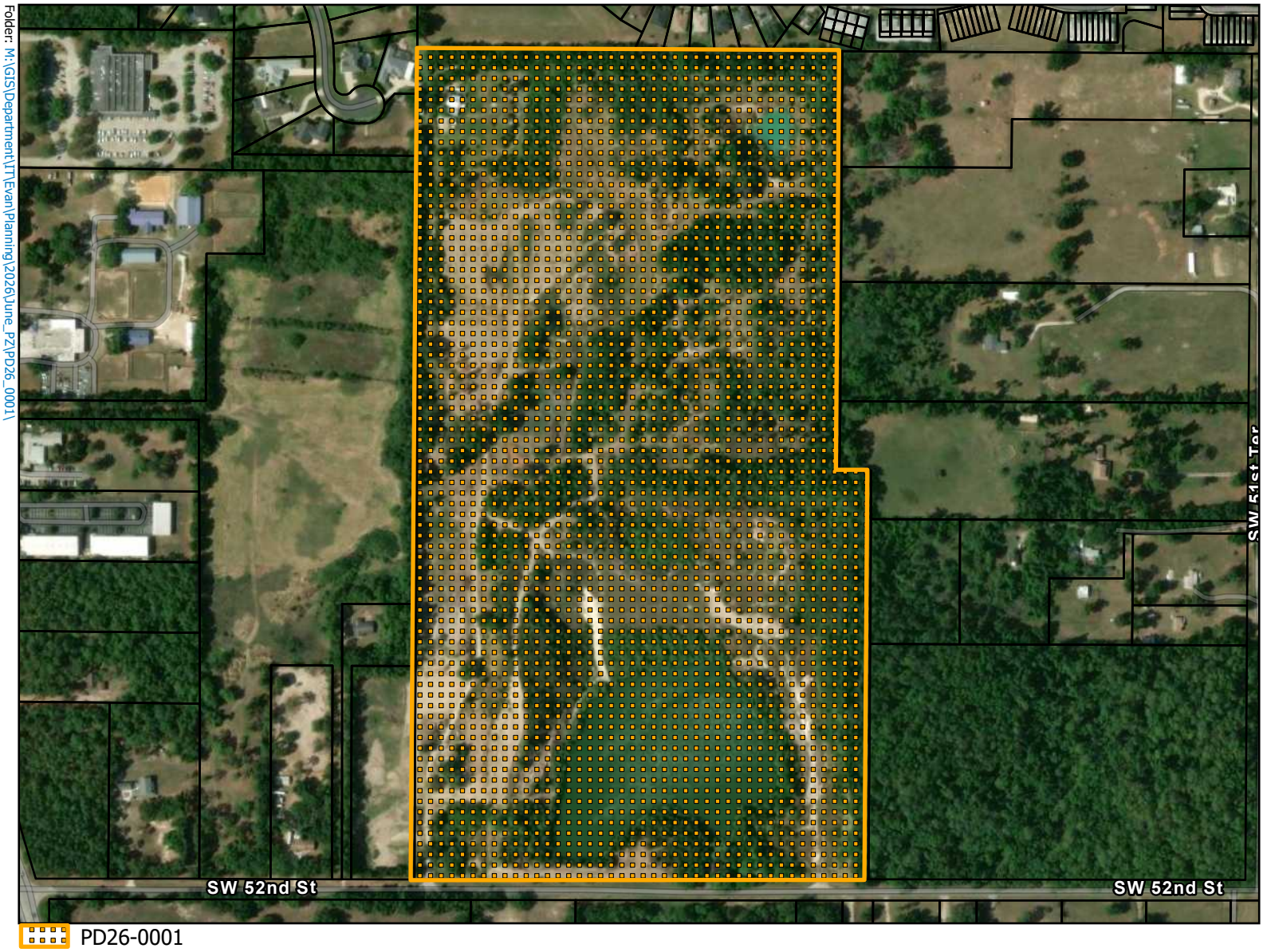
Zoning: County A-1, General Agriculture

Proposal: Request for annexation to develop a mixed-use project



Folder: M:\GIS\Department\TTEvan\Planning\2026\June_PZ\PD26_0001\

PD26-0001

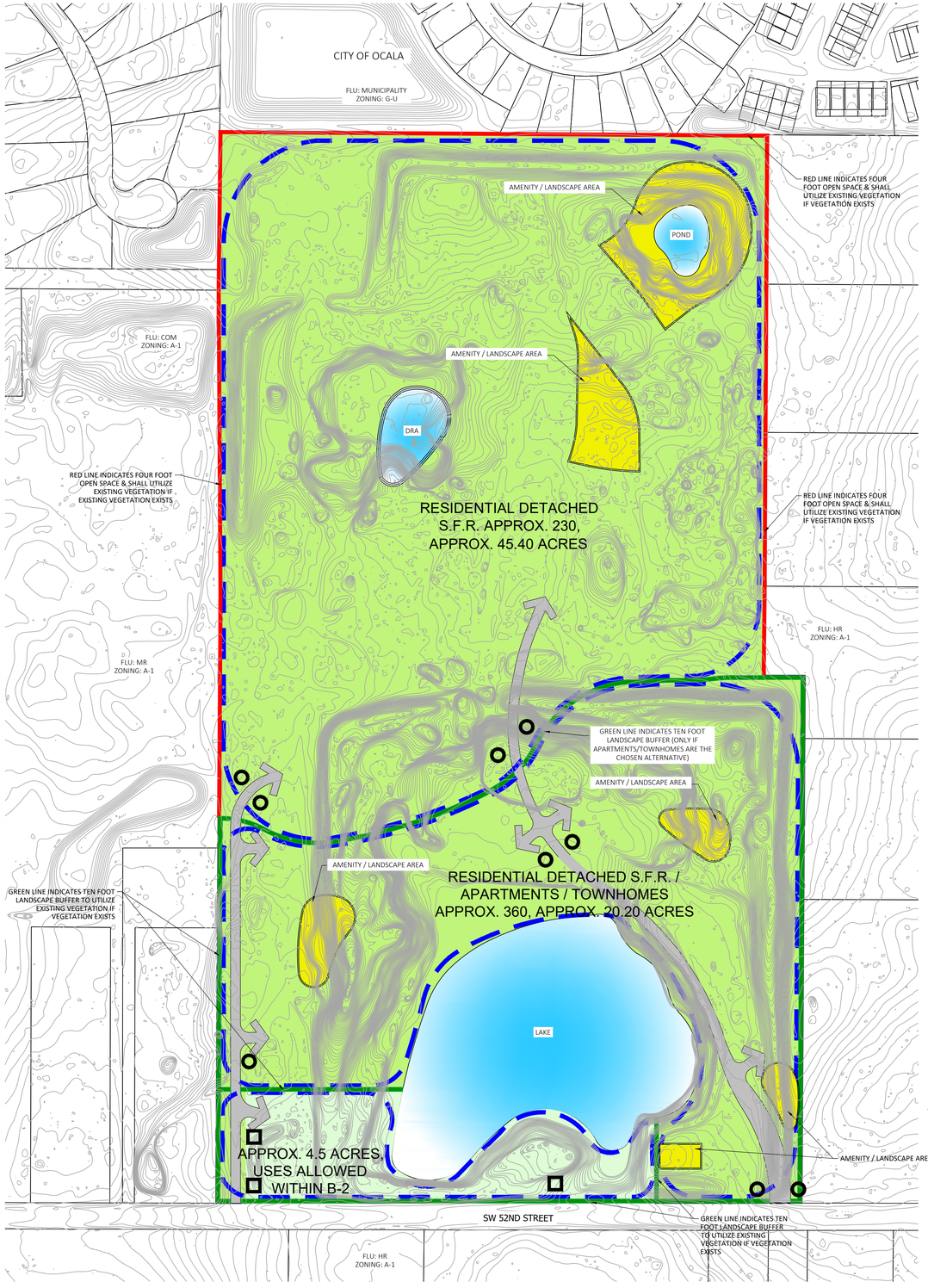
Parcels

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.



SITE DATA TABLE

OWNER/DEVELOPER:
OCALA 52 PARTNERS, LLC.
PO BOX 8388
FLEMING ISLAND, FL 32006-0011
PH: (904) 509-2255

PARCEL: 23835-000-00

PROJECT AREA:
TOTAL = 82.10 ± AC.

LAND USE & ZONING:
EXISTING FUTURE LAND USE: HR (COUNTY)
EXISTING ZONING: A-1 (COUNTY)
PROPOSED FUTURE LAND USE: LOW INTENSITY
PROPOSED ZONING: PD (CITY)

REQUIRED:

OPEN SPACE	20.52 ± AC. (25% of 82.10 Ac)
AGGREGATE OPEN SPACE:	2.05 ± AC. (10% of 20.52 Ac)

PROPOSED:

OPEN SPACE:	30.74 ± AC.
AGGREGATE OPEN SPACE:	2.87 ± AC.
BUFFERS:	1.73 ± AC.
TOTAL AS SHOWN:	35.34 ± AC. (43% of 82.10 Ac)

DENSITY:

RESIDENTIAL (77.60 AC) - MINIMUM DENSITY REQUIRED:	232 UNITS 3 UNITS / ACRE
RESIDENTIAL (77.60 AC) - MAXIMUM DENSITY ALLOWED:	1,396 UNITS 18 UNITS / ACRE

PROPOSED NOT TO EXCEED 590 UNITS TOTAL

COMMERCIAL AREA (APPROX. 4.50 AC): LIMITED TO B-2 USES AND DEVELOPMENT STANDARDS. (FAR NOT TO EXCEED 0.75 AND SQUARE FOOTAGE NOT TO EXCEED 147,000 SF.)

N

0' 150' 300'

SCALE IN FEET
1" = 150'

NOTES:

1. ALL RIGHT-OF-WAY RADII AT INTERSECTIONS TO BE 25'.
2. PRIVATE ROAD STATUS WITH 40' - 80' RIGHT-OF-WAY WIDTH TOGETHER WITH 10' UTILITY EASEMENT.
3. ALL LOTS IN THIS SUBDIVISION WILL BE SERVED BY CENTRAL WATER AND SEWER.
4. ALL LOTS/TRACTS IN THIS SUBDIVISION SHALL USE THE INTERNAL SUBDIVISION ROADWAYS FOR DRIVEWAY/VEHICLE ACCESS.
5. ALL CONSTRUCTION COVERED BY THESE PLANS SHALL COMPLY WITH THE MATERIAL REQUIREMENTS AND QUALITY CONTROL STANDARDS CONTAINED IN THE CITY OF OCALA LAND DEVELOPMENT CODE.
6. HOME OWNERS ASSOCIATION IS RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF BOTH NEW AND REPLACEMENT QUADRANT STREET SIGNS.
7. WATER/ SEWER UTILITIES PROVIDED BY THE CITY OF OCALA UTILITIES DEPARTMENT.
8. H.O.A. IS RESPONSIBLE FOR THE STORM WATER MAINTENANCE.
9. ACCESSORY STRUCTURES SHALL CONFORM TO THE BUILDING SETBACKS AS ALLOWED IN RESIDENTIAL ZONING.
10. ADDITIONAL PERMITS WILL BE REQUIRED FOR SIGNAGE, WHICH MAYBE LOCATED IN BUFFER EASEMENT.
11. PROPOSED TO BE ANNEXED INTO THE CITY OF OCALA.

GENERAL NOTES:

1. THE PROJECT MAY BE DEVELOPED IN MULTIPLE PHASES, AT THE DISCRETION OF THE DEVELOPER. THE DEVELOPER SHALL NOTIFY THE CITY OF PROPOSED PHASING CHANGES AT THE TIME OF SITE PLAN SUBMITTAL(S). EACH PHASE MAY INCLUDE TEMPORARY SUPPORT TRAILERS (INCLUDING BUT NOT LIMITED TO SALES, CONSTRUCTION, DEVELOPMENT AND REAL ESTATE OFFICES) WHICH WILL BE REMOVED UPON COMPLETION OF WORK IN EACH APPLICABLE PHASE. INFRASTRUCTURE NECESSARY TO SUPPORT EACH PHASE OF THE PROJECT SHALL BE CONSTRUCTED CONCURRENTLY WITH THAT PHASE AS A CONDITION OF PLATTING AND/OR SITE PLAN APPROVAL.
2. ALL BUFFERS SHALL ADHERE TO THE CITY OF OCALA LDC STANDARDS FOR ADJOINING USES ON THE EXTERIOR OF THE P.U.D. BOUNDARIES EXCEPT AS OTHERWISE DEFINED WITHIN THE SUBMITTED DOCUMENTS. NO INTERNAL BUFFER SHALL BE REQUIRED AND LEFT UP TO THE DISCRETION OF THE DEVELOPER.
3. APPLICANT RESERVES THE ABILITY TO REARRANGE OR MODIFY LOCATION OF HOUSING UNIT TYPES PRIOR TO APPROVAL OF FINAL MASTER PLAN. PROVISIONS FOR ADEQUATE BUFFERS WILL BE PROVIDED.
4. THIS PROJECT MAY BE PLATTED AS FEE-SIMPLE LOTS.
5. THIS PROJECT IS ENTIRELY WITHIN FLOOD ZONE X AND AE BASED ON FEMA MAP 12083C0514E.
6. PROPERTY LOCATED IN SECONDARY SPRINGS PROTECTION ZONE.
7. LANDSCAPE PLANS (TREE PRESERVATION & MITIGATION) WILL BE CONTEMPLATED IN THE IMPROVEMENT PLAN STAGE OF THIS DEVELOPMENT

DEVELOPMENT NOTES

1. ROADS, DETENTION AREAS, AND COMMON AREAS WILL BE CONSTRUCTED BY THE DEVELOPER AND WILL BE EVENTUALLY MAINTAINED BY DECLARANT HOA/POA .

ARCHITECTURAL STYLE

NOTES: FACADE COLORS SHALL BE LOW REFLECTANCE, SUBTLE, OR NEUTRAL TONE COLORS. BUILDING TRIM AND ACCENT AREAS MAY FEATURE BRIGHTER COLORS, INCLUDING PRIMARY COLORS.

APARTMENTS TYPICAL SETBACKS

APARTMENTS MINIMUM BUILDING SETBACKS:

BUILDING SEPARATION -	30' MIN.
BUILDING SETBACK FROM E.O.P. -	15' MIN.
BUILDING HEIGHT-	50' MAX.
BUILDING SETBACK FROM PERIMETER -	25' MIN.

INGRESS/EGRESS EASEMENT - 30' + 10' UTILITY EASEMENT TWO SIDES

COMMERCIAL:

DEVELOPMENT TO OCCUR AS COMPLIANT TO B-2 / B-2 A DEVELOPMENT STANDARDS.

SIGN LOCATIONS:

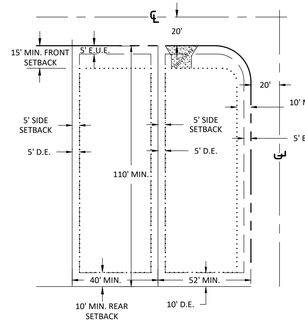
- COMMERCIAL SIGN
- RESIDENTIAL SIGN

*SIGN LOCATIONS ARE PRELIMINARY AND ARE SUBJECT TO CHANGE

AM AND PM PEAK HOUR TRIPS

ITE 210 (230 UNITS):	AM = 168 TRIPS PM = 226 TRIPS
ITE 221 (360 UNITS):	AM = 120 TRIPS PM = 152 TRIPS
ITE 820 (100,000 SF):	AM = 202 TRIPS PM = 543 TRIPS
ITE 931 (47,000 SF):	AM = 34 TRIPS PM = 367 TRIPS

VICINITY MAP
SCALE: 1" = 2000'

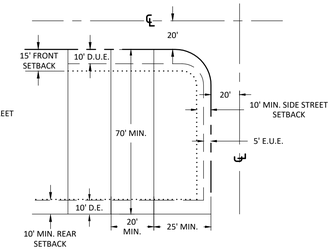


S.F.R. TYPICAL LOT DETAIL

N.T.S

S.F.R. MINIMUM BUILDING LOT LINE SETBACKS:

FRONT -	15' MIN.
REAR -	10' MIN. (5') ACCESSORY
SIDE -	5' MIN. (5') ACCESSORY
SIDE STREET -	10' MIN. (5') ACCESSORY
BUILDING HEIGHT -	35' MAX.



TOWNHOMES TYPICAL LOT DETAIL

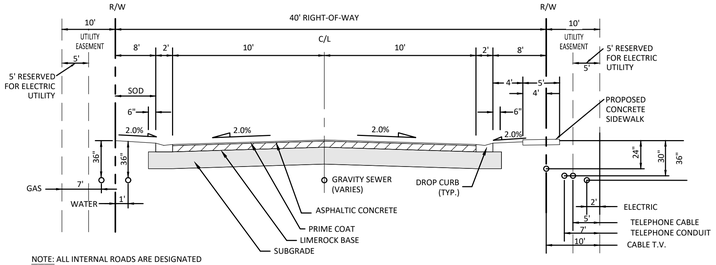
N.T.S

TOWNHOMES MINIMUM BUILDING LOT LINE SETBACKS:

FRONT -	15' MIN.
REAR -	10' MIN. (5') ACCESSORY
SIDE -	0'
SIDE STREET -	10'
BUILDING HEIGHT -	35' MAX.

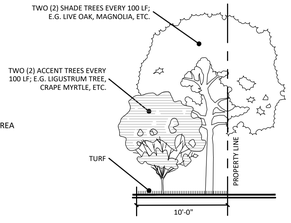
TOWNHOMES MINIMUM BUILDING PROPERTY LINE SETBACKS:

FRONT -	15' MIN.
REAR -	10' MIN. (5') ACCESSORY
SIDE -	10' MIN.
SIDE STREET -	10'
BUILDING HEIGHT -	35' MAX.



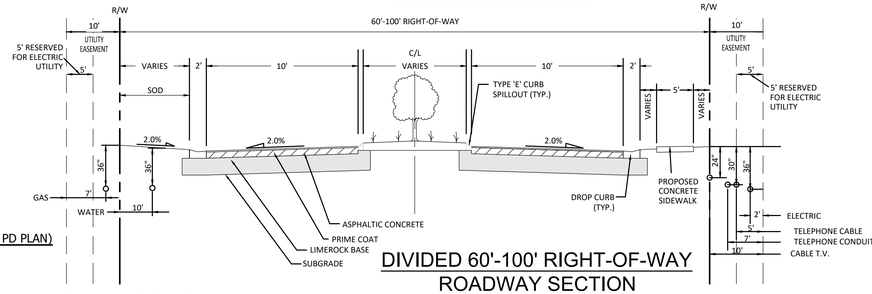
NOTE: ALL INTERNAL ROADS ARE DESIGNATED LOCAL, PRIVATE

40' PRIVATE LOCAL RIGHT-OF-WAY ROADWAY SECTION



10' LANDSCAPE BUFFER (INDICATED BY GREEN LINE ON PD PLAN)

BUFFER SHALL CONSIST OF A 10-FOOT WIDE LANDSCAPE STRIP WITHOUT BUFFER WALL. THE BUFFER SHALL CONTAIN AT LEAST TWO (2) SHADE TREES AND TWO (2) ACCENT/ORNAMENTAL TREES FOR EVERY 100 LINEAL FEET OR FRACTIONAL PART THEREOF.



NOTE: ALL INTERNAL ROADS ARE DESIGNATED LOCAL, PRIVATE

DIVIDED 60'-100' RIGHT-OF-WAY ROADWAY SECTION

N.T.S

Tillman & Associates
ENGINEERING, LLC.
CIVIL ENGINEERING - PLANNING - LANDSCAPE ARCHITECTURE - ENVIRONMENTAL
1720 SE 16th Ave. Bldg 100, Ocala, FL 34471
Office: (352) 387-4540 Fax: (352) 387-4545

REVISIONS

DATE

OCALA 52 PARTNERS
CITY OF OCALA, FLORIDA

BUBBLE DIAGRAM

DATE 01/20/2026
DRAWN BY SM
CHKD. BY JH
JOB NO. 25-0119

SHT. 1

NOT VALID UNLESS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER

Ocala 52 Partners

PD Standards

Prepared For:

Ocala 52 Partners, LLC

Prepared: January 2026
Revised: April 2026

Tillman & Associates
ENGINEERING, LLC.
Civil Engineering . Environmental . GIS . Land Planning . Landscape Architecture
1720 SE 16th Ave, Bldg. 100 Ocala, Fl 34471
Phone: 352.387.4540 Fax: 352.387.4545
www.tillmaneng.com

2026

Tillman & Associates
ENGINEERING, LLC.

Tillman & Associates ENGINEERING, LLC.

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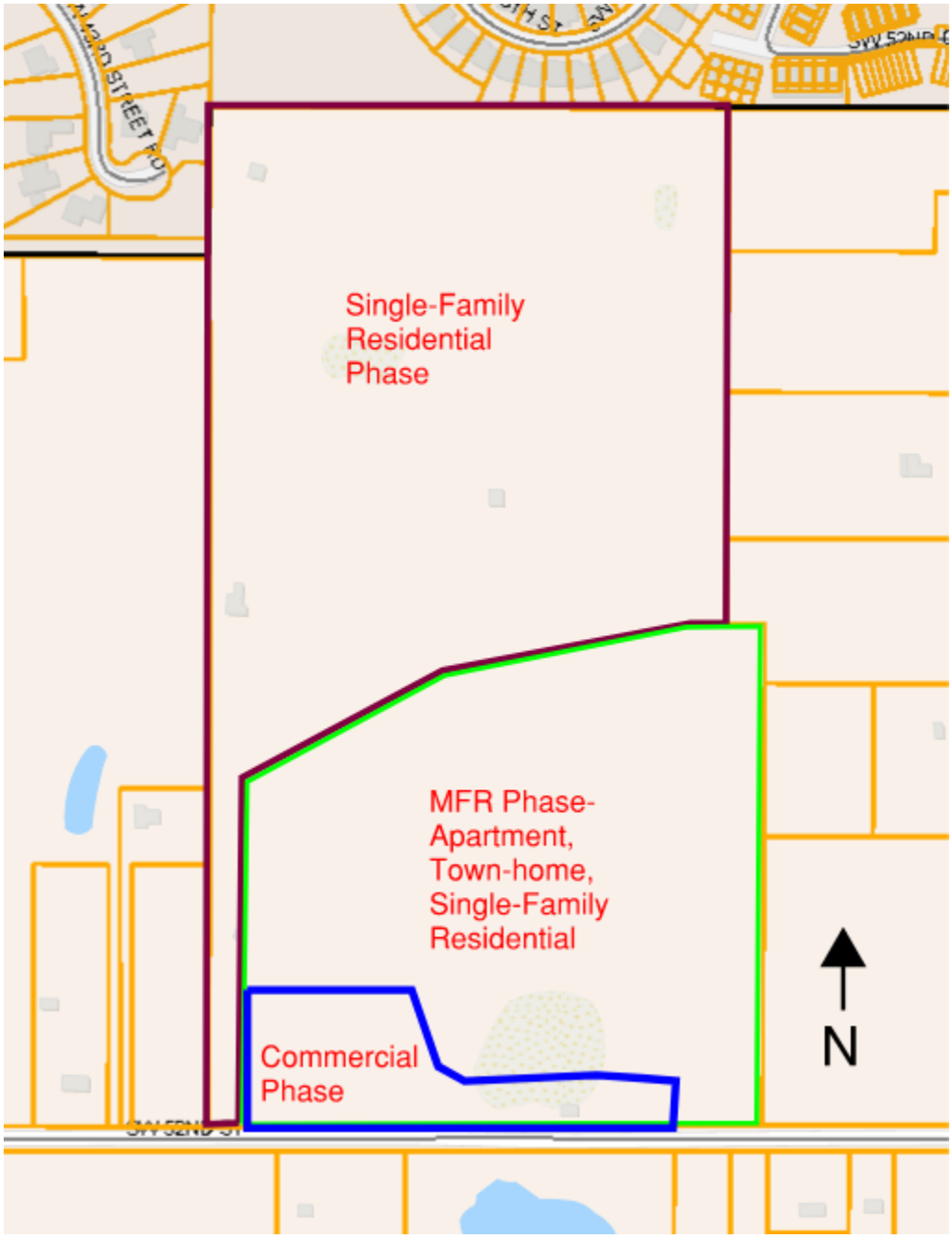
Phasing:


Single-Family
Residential
Phase
MFR Phase-
Apartment,
Town-home,
Single-Family
Residential
Commercial
Phase
N

Introduction:

The Ocala 52 Partners, LLC Planned Development (PD) comprises approximately 82.10 +/- acres formerly in the unincorporated area of Marion County. An application has been filed to annex into the City of Ocala. It is located at 5575 SW 52nd Street. The property is located within an area that is adjacent to residential and agriculturally zoned parcels. This site was formerly a mining operation but has since ceased to operate as a mine for some time. The adopted land use of low intensity supports the goals defined in the City's Comprehensive Plan. The PD Plan for Ocala 52 Partners, LLC provides a guideline for the development patterns, design qualities, and transportation systems, at a conceptual level, for this project.

These Standards serve as the foundation for the planning development efforts of the plan, consistent with the provisions of the City's Planned Development district and Low Intensity Future Land Use classification. In compliance with the City's PD requirements, the Ocala 52 Partners, LLC PD Plan is comprised of several components intended to provide assurance that the development of the property complies with the standards and requirements of the City's Comprehensive Plan and Chapter 122 of the Code of Ordinances. The PD Plan and Design Standards are the culmination of a comprehensive and collaborative planning process designed to provide the framework for the development within this area. The PD Plan identifies and graphically depicts the proposed development and provides the land uses and density/intensity envisioned within each area. The phase uses have been noted in Table 1 to further identify respective design standards and other guiding principles.

The Development Standards may be amended 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, and the City's overall vision for the area. The PD Plan provides 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 Future Land Use classification of the city's adopted Comprehensive Plan. The project will be designed to provide compatibility with adjacent properties and land uses transitions between land uses.

Table 1: Ocala 52 Partners Land Use Classification

Land Use	Intent
SFR - Single-Family Residential	Detached Residential lots
MFR - Multi-Family Residential	Townhomes, Apartments, and/or Detached Residential lots
COM - Commercial	The following uses as allowed within B-2: ***General Retail***: Bakery Store, Drugstore, Electronics Store, Furniture Store, Grocery Store, Hardware Store, Home Decorating Store, Pharmacy, Roadside Fruit and Vegetable Sales, Specialty Retail Store, Used Merchandise Store. ***Service Uses:*** General Business Service, Parking Lot, Security System Services. ***Eating or Drinking Establishment:*** Alcoholic Beverage Establishment (on & off premises consumption), Fast Food Restaurant, Restaurant (enclosed) optional drive through window as an accessory use. ***Hospitality and Tourism:*** Antique Gallery/ Art Gallery/ Museum. ***Office Use:*** Commercial Photography, Computer Maintenance and Repair, Financial Institution, Photocopying and Duplicating service, Photofinishing laboratory, Prepackaged software services, Print Shop, Professional and Business Office. ***Personal Services:*** Hairstyling shop, Coin operated laundry and dry cleaning, mini-warehouses, Beauty Salon, Massage Parlor, Automobile cleaning and detail service. ***Community Service:*** Church/place of worship, Day care facility, Private Club. ***Recreational Use:*** Commercial Recreation indoor, Dance/art/music studio, Physical Fitness Center, Recreation Facility indoor, Park/Open space area. ***Health Care:*** Medical and Dental Offices, Professional Offices (real estate, Attorney, Architect, Engineer, etc.), Small animal Veterinarian office. Indoor Microbrewery/micro distillery. ***Residential:*** Attached residents as an accessory to a business. May be above the commercial structure or attached to commercial structure.

Overall Guiding Principles:

The Ocala 52 Partners, LLC PD consists of residential uses ranging from single-family to multi-family apartments. The south boundary along SW 52nd Street will have commercial land uses that include uses allowed in the B-2 which includes retail, restaurant, medical, or professional offices. Refer to Table 1 above for available uses. Each phase within the PD will develop into a safe, attractive, sustainable, connected, and economically viable destination. The following specifications are intended to provide a framework for development and provide for implementation of the overall vision.

Architecture

- The images shown on pages 12-15 of this document are merely examples and are for visual representation only.
- Architectural style shall be cohesive in nature for each use within the development.
- Buildings shall include architectural features that provide visual interest, break up aesthetically similar areas, and recognize local character. Predominant exterior building materials shall be compatible with materials used by surrounding properties, including but not limited to brick, wood, sandstone, and other types of stone and textured concrete masonry units.
- Façade colors shall be low reflectance, subtle, or neutral tone colors. Building trim and accent areas may feature brighter colors, including primary colors.
- 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.
- Building designs within individual developments or sub-Pods should complement one another through design and/or use of similar building materials and consistent landscape design.

- 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, pedestrian, and transit where applicable.
- Streets and the roadway network should promote pedestrian activity in a safe and comfortable environment.
- Buildings shall be organized to group the utilitarian functions away from the public view from public streets. Delivery and loading operations, HVAC equipment and A/C condensers, dumpster locations, backflow preventers and other utility and service functions shall be screened and incorporated into the overall design of the building and landscaping as required per code.
- Dumpsters shall be screened; designs and construction materials should complement the primary building.
- Vehicular service areas for multiple buildings are encouraged to be consolidated whenever possible.
- Full access driveways should be designed to minimize congestion on streets through the use of shared use entry drives at predetermined median openings.
- 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 20 feet in height;

pedestrian level lighting should generally not exceed 15 feet in height. Light fixtures may allow for additional elements such as noncommercial banners or hanging planters. Lighting must include cut-off fixtures to minimize light pollution on adjacent properties.

- Commercial development shall comply with Division 29 Chapter 122. Compliance shall be demonstrated at the time of site plan submittal.

Site Lighting

- Light fixtures shall be appropriately designed and not impede the vision of pedestrians and motorist.
- Street lights shall have uniform motif and finish to provide continuity throughout the site.
- Light fixtures shall not exceed the following heights:
  - Parking lots - 30 feet
  - Pedestrians -20 feet
- The design of site and street lighting shall include existing and future tree locations to maintain appropriate levels of illumination.
- Promote use of LED lighting
- Light fixtures and security lighting shall be cut-off fixtures.
- Promote use of “dark sky” principles and practices.

Amenities

- Usable aggregate open space as required Sec. 122-942(a)(4)(d) will comprise amenities comparable to those shown on page 16 or amenities of equivalent value to future residents. Proposed uses such as but not limited to shall include pickle ball courts, playground equipment, covered pavilion, dog park, walking trails that enhance the existing features on site.

Landscape

- Plants shall be Florida No. 1.
- Landscape plantings should include a diverse combination of deciduous and evergreen trees, shrubs, grasses, and ground covers.
- Drought tolerant plants are encouraged.
- Promote low-use irrigation.
- Landscape materials that are problematic invasive are prohibited.
- Shade trees shall be 10’ away from underground utilities.
- Shade trees shall be 4’ away from edge of pavement, curb, or sidewalk.
- Shade trees shall not conflict with buildings.

- Landscape Plans, including Tree Mitigation and Tree Preservation, to be provided at time of improvement plan submittal.

Development Standards:

The Ocala 52 Partners, LLC PD is intended to provide flexibility in design while meeting the City's intent for development of the area. The Ocala 52 Partners, LLC PD Standards and supporting application materials provide for a high standard of development and minimize impacts to and from adjoining land uses. The commercial and other uses are intended to provide convenient access for walking and bicycling for residents of the area. The overall program distribution may be adjusted according to the needs of the community in accordance with the City's land development regulations, providing the total densities and intensities included in the PD Plan are not exceeded. The Ocala 52 Partners, LLC PD Plan provides appropriate buffers, setbacks and development standards to mitigate impacts existing adjoining residential uses.

*These standards apply in addition to the City of Ocala Land Development Regulations. In cases where these standards conflict with the requirements of the Land Development Regulations, then normal code requirements will apply. ***These standards deviate from normal requirements.***

Tillman & Associates ENGINEERING, LLC.

Table 2-1: Development Standards

Standard	Requirement
Lot Size and setbacks*	**See Development Table Below**
Accessory structures*	Auxiliary uses such as but not limited to AC/HVAC units, generators, gas tanks, condensers, backflow preventors, and other utilities and services shall be allowed to encroach into setbacks. This deviates from Section 122-252 & 122-254.
Parking	Parking shall be pursuant to Section 122, Article VI, Division 2 of the Code of Ordinance. Developments may provide shared parking facilities as permitted by City Code or detailed parking study.
Signage	See Signage plans on pages 19-22 for further details.
Buffers	See cross section on page 18 for further details. Shall comply with Sec. 122-260 (1), (2), (4), (9), and (10).
Open Space	There shall be a minimum open space requirement of 25 percent of the total gross acreage for all development in a mixed-use PD project. At least ten percent of the total required open space shall be in usable aggregate form. Aggregate open space is defined as common open space areas that are designed and intended for use by all occupants/residents of a PD (Sec. 122-942(a)(4)(d)).
Building Materials	25% of the street facing side of a building and signs shall have a minimum of two different but complimentary materials. Refer to the included Architectural Styles for Single-Family Residence, Townhomes Residence, and Apartments as examples of residential materials.
Access	Project shall provide at least two accesses to public or private road as generally illustrated on the PD Plan.
Residential Blocks*	Residential blocks required to be between 300'-600' in length. LDR Sec 114-95 (b). Residential blocks may range from 199'-1,050' in length.
Sidewalks*	Sidewalks are being constructed on one side of internal streets. Sidewalk to be deferred for construction along SW 52nd Street until such time the City of Ocala deems necessary to install. This is deviating from Sec. 114-92 (b) (c) (d).
Streets*	Refer to cross-section provided on page 17 below. This is deviating from 114-91 (m) (n). Requesting private road status with 40' min. width ROW.

Unified Control	The project area is currently under single ownership. All roads and DRAs shall be private and maintained by an established POA or HOA.
Landscape, and Tree Mitigation*	Landscape & Tree Mitigation plan to be deferred to Improvement Plan submittal. Section 122-943(a) (12) (13) requires submittal at PD.

Table 2-2: Development Standards

Proposed Uses	
Category	Uses
COM	B-2 (Community Business District) uses
SFR	Residential Lots
MFR	Townhomes
APT	Apartments
ACCESSORY	Commercial to consist of storage/ maintenance buildings. Residential to consist of similar uses as allowed in section 122-254 of the Code. Accessory uses may be permitted in rear or side yard provided setbacks are met. No accessory dwelling units such as a guest cottage is being proposed.

PROPOSED DEVELOPMENT STANDARDS

STRUCTURE TYPE		MINIMUM LOT			MINIMUM SETBACKS						MAX HEIGHT
		WIDTH	DEPTH	AREA	FRONT	REAR	SIDE/CORNER	BUILDING SEPARATION	SETBACK FROM EOP	SETBACK FROM PERIMETER	
COM	PRINCIPLE	N/A	N/A	N/A	N/A	N/A	N/A	30'	N/A	25'	50'
	ACCESSORY	N/A	N/A	N/A	N/A	5'	5'/5'	N/A	N/A	N/A	30'
SFR	PRINCIPLE	40'	110'	4,400 SF	15'	10'	5'/10'	N/A	N/A	N/A	35'
	ACCESSORY	N/A	N/A	N/A	*	5'	5'/5'	N/A	N/A	N/A	20'
APT	PRINCIPLE	N/A	N/A	N/A	N/A	N/A	N/A	30'	N/A	25'	50'
	ACCESSORY	N/A	N/A	N/A	*	5'	5'/5'	N/A	N/A	N/A	30'
MFR - TOWNHOMES (FEE SIMPLE)	PRINCIPLE	20'	70'	1,400' SF	15'	10'	0'/10'	N/A	N/A	N/A	35'
	ACCESSORY	N/A	N/A	N/A	*	5'	5'/5'	N/A	N/A	N/A	20'
MFR - TOWNHOMES (RENTAL)	PRINCIPLE	20'	70'	1,400 SF	15'	10'	0'/10'	30'	15'	25'	35'
	ACCESSORY	N/A	N/A	N/A	*	5'	5'/5'	N/A	N/A	N/A	20'

Commercial- Intensity (Min and Max FAR)	0.0 (Min.); .75 (Max.) - Commercial Area not to exceed 147,000 SF.
SFR Detached- Density (Min and Max per GA)	3 DU/ per Gross Acre; 18 DU/ per Gross Acre – Residential not to exceed 8 units per acre.
Multi-family/Townhomes/Apartments Density (Min and Max GA)	3 DU/ per Gross Acre; 18 DU/ per Gross Acre – Multi- Family not to exceed 18 units per acre.

Architectural Styles: Single Family Residence

Single Story

Two Story

Interior Design

Townhomes (fee-simple or rentals)

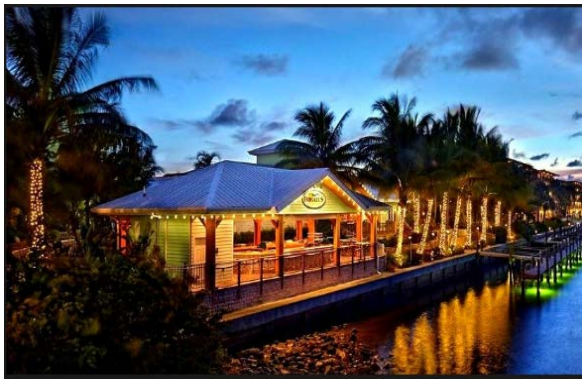
Interior Design

Multi-Family Apartments

Interior Design

Commercial structures, such as but not limited to below, subject to change at time of development in order to be unified with surrounding theme and environment:

Restaurant style atmosphere adjacent to waterbody. Intended to be similar, however subject to change at time of development in order to be unified with the surrounding theme or environment.



Amenities:

Playground Equipment

Sidewalks

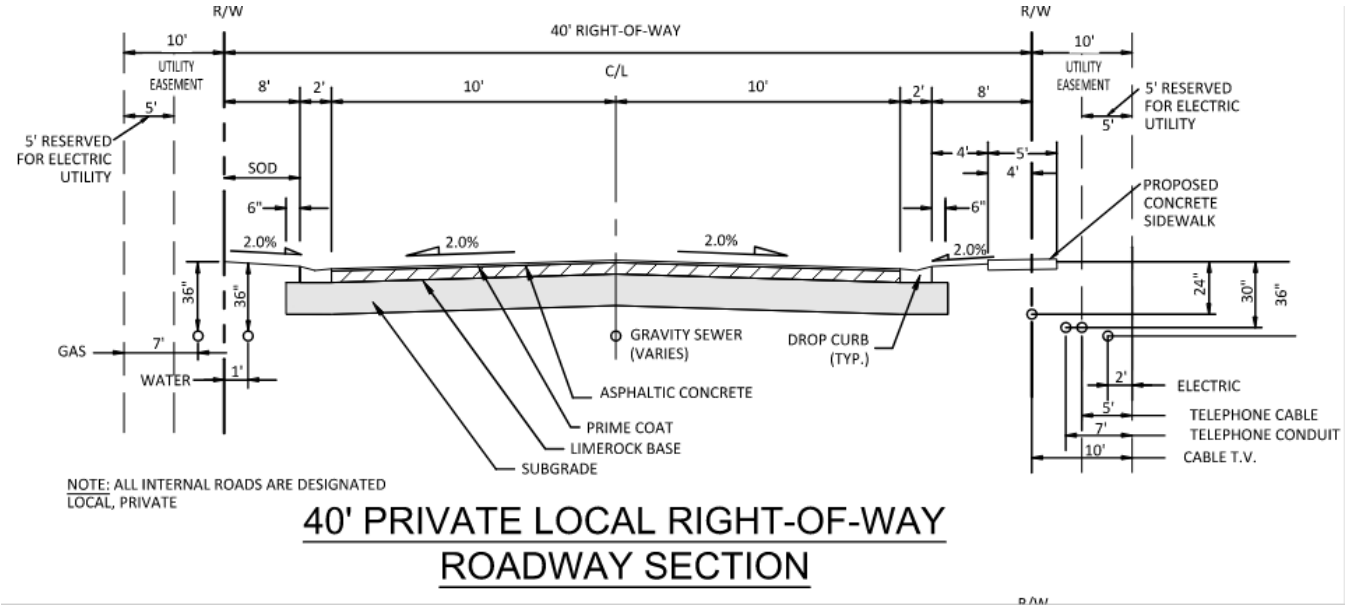
Pickle Ball Courts

Covered Pavillion

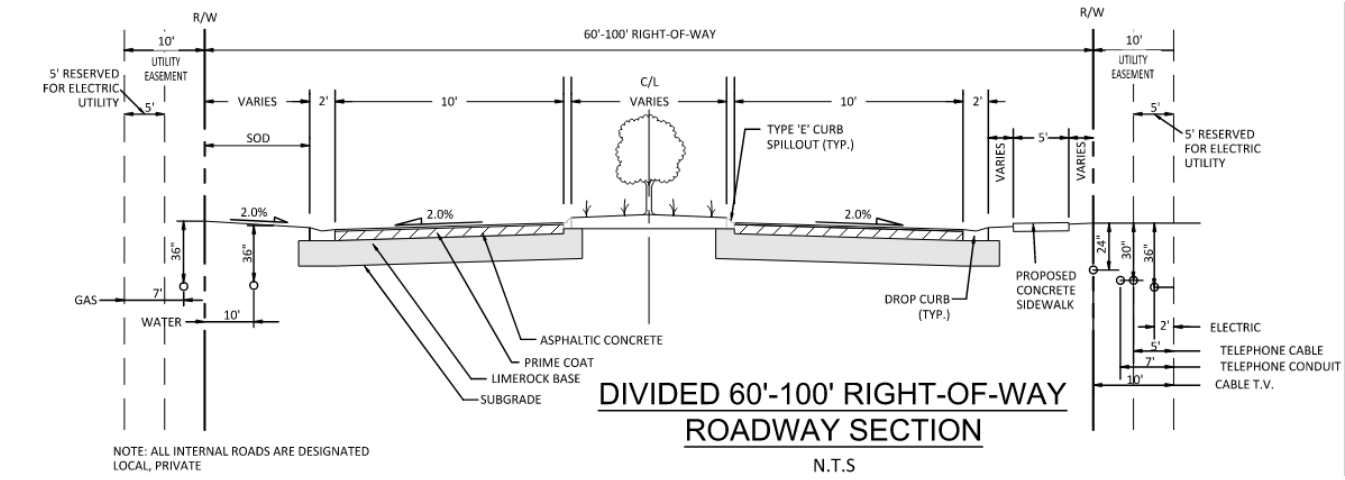
Dog Park

Walking trail with pervious material

Roadway Sections:



40' PRIVATE LOCAL RIGHT-OF-WAY
ROADWAY SECTION



DIVIDED 60'-100' RIGHT-OF-WAY
ROADWAY SECTION
N.T.S

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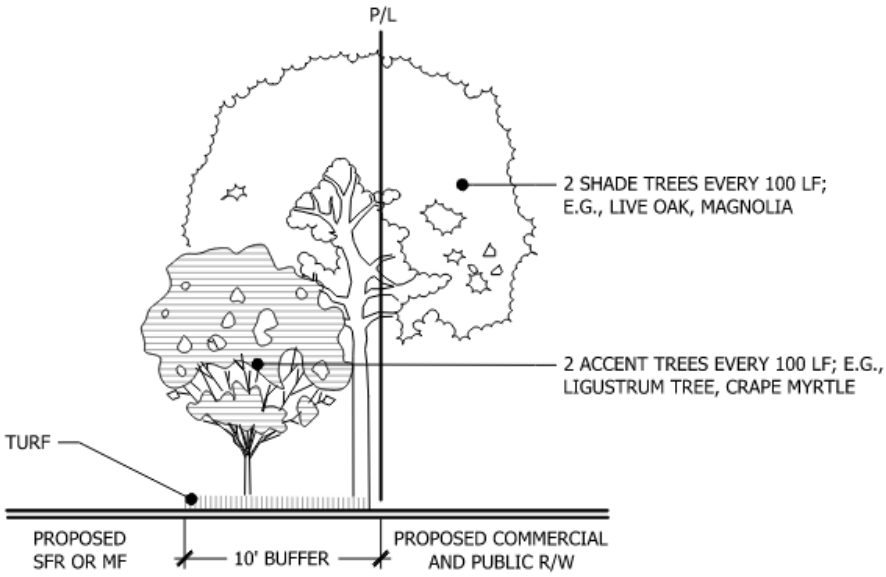
Buffer Cross Section:



10' LANDSCAPE BUFFER

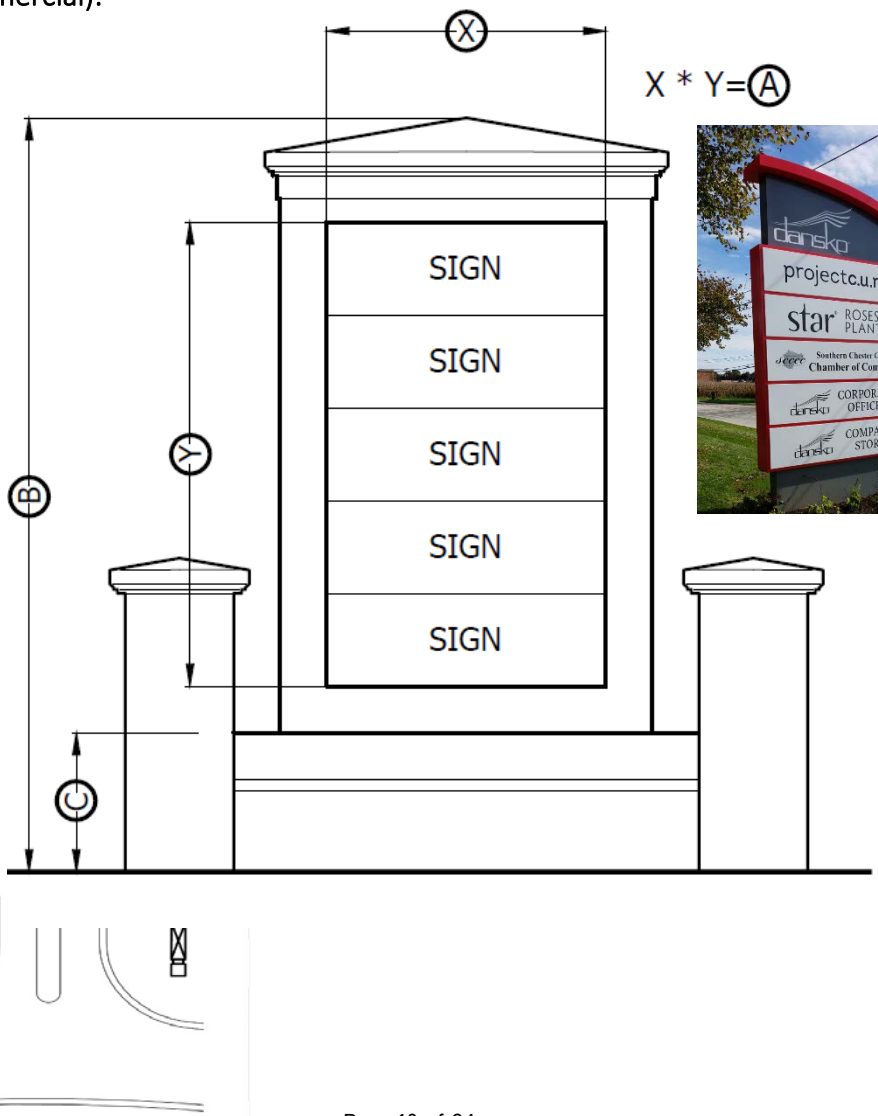
NOT TO SCALE

10' LANDSCAPE BUFFER
BUFFER SHALL CONSIST OF A 10-FOOT WIDE LANDSCAPE STRIP WITHOUT A BUFFER WALL. THE BUFFER SHALL CONTAIN AT LEAST TWO SHADE TREES AND TWO ACCENT/ORNAMENTAL TREES FOR EVERY 100 LINEAL FEET OR FRACTIONAL PART THEREOF.

Signage

- Entrance monuments / signs shall be located to create an arrival threshold.
- Sign construction and placement shall comply with Florida Department of Transportation regulations, e.g. line -of-sight safety requirements.
- Signs shall complement the building architecture through style, material, and color.
- Signs shall not adversely impact the vision of pedestrians and motorist.
- Wall signs shall have maximum total of 64 square feet. The maximum sign area shall be 24 square feet per sign.
- Interior signage such as directional or not visible from SW 52nd shall comply with Code with exception to provisions of this PD standards.

Entrance Sign (Commercial):



Entrance Sign (Commercial):

Description

- Signs are subject to the requirements set forth in Ocala Code of Ordinances Chapter 110.

Standards

- Signs shall be set back a minimum of five feet from public rights-of-way.
- Multi-tenant signs shall have two different but complimentary materials for example cultured stone and stucco. Signs shall complement each other to create a cohesiveness throughout the development.
- Sign shall have a maximum of 5 cabinets.

Dimensions

• Sign area maximum = 128 sf each side		**A**
• Height (max):	**20’**	**B**
• Pedestal height (min/max)	**3’/ 6’**	**C**

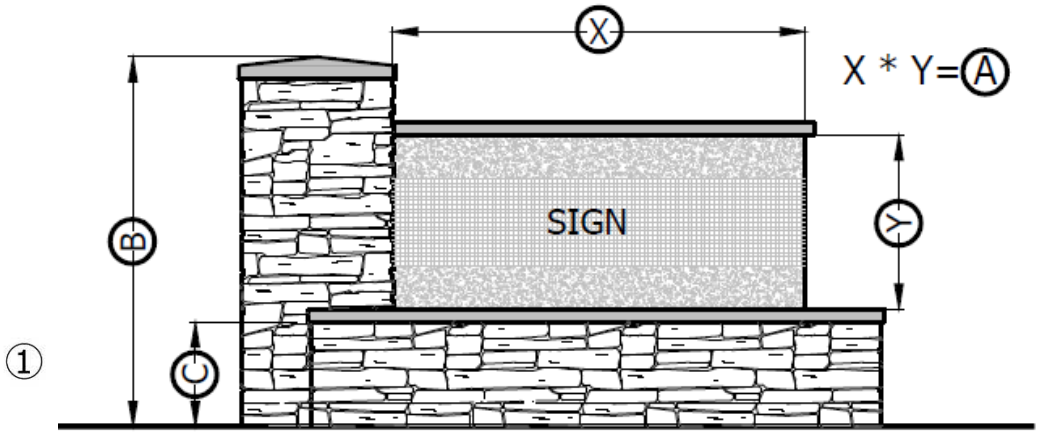
Number of Signs

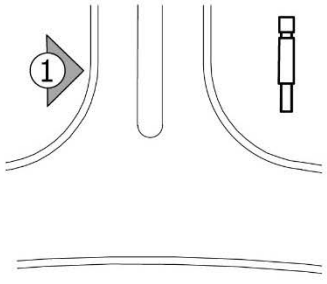
- One freestanding sign structure shall be permitted for each public right-of-way entrance on private property or as delineated on PD Plan provided.
- Interior or directional signage not to exceed 10 square feet in size or 8 feet in height.

Prohibitions

- Any sign which constitutes a traffic hazard or a detriment to traffic safety by reason of its size, location, movement, content, coloring, or method of illumination.
- Signs which move or give the appearance of moving, including banners, pennants, streamers, string pennants, balloons and all other signs which flutter, undulate, swing, oscillate, rotate, or otherwise move by natural or artificial means.
- Roof signs that are constructed or maintained upon the roof of any building or any wall sign extending more than thirty-six (36) inches above the roof line or parapet wall of a building.
- Signs should not interfere with views of buildings.
- Excessive number of individual signs.

Entrance Sign (Residential):





Entrance Sign (Residential):

Description

- Signs are subject to the requirements set forth in Ocala Code of Ordinances Chapter 110.

Standards

- Monument signs must display the street address of the property. Where multiple addresses exist with the same street frontage, the highest and lowest street address numbers must be identified. Numbers must be a minimum of 8 inches in height and be visible from both directions of travel.
- Monument signs must be set back at least 10' from side lot line and 5 feet from R.O.W.
- Monument signs shall have two different but complimentary materials for example cultured stone and stucco. Signs shall complement each other to create a cohesiveness throughout the development.

Dimensions

• Sign area maximum = 32 sf each side		A
• Height (max):	**12'**	**B**
• Pedestal height (min/max)	**3'/ 6'**	**C**

Number of Signs

- Two monument signs (one at each entry) are allowed along street frontage. Please refer to PD Plan for proposed locations of signage.
- Interior or directional signage not to exceed 10 square feet in size or 8 feet in height.

Prohibitions

- Any sign which constitutes a traffic hazard or a detriment to traffic safety by reason of its size, location, movement, content, coloring, or method of illumination.
- Signs which move or give the appearance of moving, including banners, pennants, streamers, string pennants, balloons and all other signs which flutter, undulate, swing, oscillate, rotate, or otherwise move by natural or artificial means.
- Roof signs that are constructed or maintained upon the roof of any building or any wall sign extending more than thirty-six (36) inches above the roof line or parapet wall of a building.
- Signs should not interfere with views of buildings.
- Excessive number of individual signs.

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Plant Sample:

Planting material	
Botanical Name	**Common Name**
Shrubs, Grasses, Groundcovers	
Agapanthus africanus	Lily-of-the-Nile
Dianella tasmanica 'Variegata'	Variegated Flax Lily
Dietes vegeta	African Iris
Illicium parviflorum	Yellow Anise
Ilex vomitoria 'Stokes Dwarf'	Schilling's Dwarf Yaupon Holly
Ligustrum japonicum	Ligustrum
Liriope muscari	Liriope
Muhlenbergia capillaris	Muhly Grass
Paspalum notatum 'Argentine'	Argentine Bahia
Pittosporum tobira 'Variegata'	Variegated Pittosporum
Serenoa repens	Saw Palmetto
Spartina bakeri	Cordgrass
Stenotaphrum secundatum 'Floratam'	St. Augustine 'Floratam'
Tulbaghia violacea	Society Garlic
Trachelospermum jasminoides	Creeping Jasmine
Viburnum obovatum 'Mrs. Shillers Delight'	Dwarf Walters Viburnum
Viburnum odoratissimum	Sweet Viburnum
Viburnum suspensum	Sandankwa Viburnum
Zamia floridana	Coontie
Trees	
Acer rubrum 'Florida Flame'	Flame Red Maple
Ilex x 'Nellie R. Stevens'	Nellie Stevens Holly
Ilex vomitoria	Weeping Yaupon Holly
Lagerstroemia indica	Crape Myrtle
Ligustrum japonicum	Ligustrum, tree-form
Liquidambar styraciflua	Sweetgum
Magnolia grandiflora 'D.D. Blanchard'	D.D. Blanchard Magnolia
Myrica cerifera	Wax Myrtle
Pinus elliottii	Slash Pine
Pinus palustris	Longleaf Pine
Prunus angustifolia	Chickasaw Plum
Sabal palmetto	Sabal Palm
Taxodium distichum	Bald Cypress
Ulmus alata 'Winged'	Winged Elm
Quercus shumardii	Shumard Oak
Quercus virginiana	Live Oak

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Legal Description:

Legal Description for Parcel 23835-000-00

THE NE ¼ OF THE SW ¼ AND THE SE ¼ OF THE SW ¼ OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. EXCEPT THE SOUTH 30 FEET FOR ROAD RIGHT-OF-WAY.

AND

THE WEST 1.5 CHAINS OF THE SW ¼ OF SE ¼ OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

BEING 82.40 ACRES, MORE OR LESS.

Outlook

Fw: Case LUC26-001 Parcel 23835-000-00

From David Sablan <dsablan@ocalafl.gov>
Date Mon 6/8/2026 2:20 PM
To Endira Madraveren <emadraveren@ocalafl.gov>; Aubrey Hale <ahale@ocalafl.gov>; Jeff Shrum <JShrum@ocalafl.gov>; Peter Lee <PLee@ocalafl.gov>; William E. Sexton <WSexton@ocalafl.gov>; Janiece Lucky <jlucky@ocalafl.gov>

1 attachment (472 KB)
Flood and Elevation Map of Mine Site and Surround.pdf;

JaNiece,

Can you print this email out for the dais tonight for my PD item. Thanks.

David Sablan
Planner II
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd Floor, Ocala, FL 34471
Office: 352-629-8324 | dsablan@ocalafl.gov

From: Cheri Dobratz <cheridobratz@gmail.com>
Sent: Monday, June 8, 2026 2:08 PM
To: David Sablan <dsablan@ocalafl.gov>
Cc: George Dobratz <GDobratz@ctpower.com>; Danielle Dobratz <danielledobratz@gmail.com>; Marcia Armstrong <ma4art@embarqmail.com>
Subject: Fwd: Case LUC26-001 Parcel 23835-000-00

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.

David - I have some questions regarding the 5575 SW 52nd St. Property Development

I apologize for the lateness of this inquiry. We received short notice of the first meeting and research of this importance takes more than two weeks while meeting the responsibilities that come with daily life.

Our property, 4750 SW 51st Terrace runs right along the property's edge. My neighbors and I will bear the brunt of the immediate physical and environmental impacts. Please note that the links in my email will take you the source, provide video, and excellent photos from news stories about this area..

What is the best way to share this at the meeting tonight? Please give me a call if needed, 303 532 9035. If you could forward this email to the board they could easily view the information. Otherwise, I can print copies for each.

Questions from your report:

1). Your report refers to the Release of Reclamation Obligations received

I contacted the Florida Department of Environmental Protection and Zachariah Shely provided me with the letter dated October 31, 2022. While the report states there are no remaining mine reclamations required and the site is released in its entirety the following paragraph is of utmost importance. It reads:

This release does not warrant the suitability of subject lands for any current or proposed land use and does not constitute a statement or admission concerning ownership of any interest in subject lands.

In the letter from Zachariah Shely, Zachariah.Shely@floridadep.gov, he states that The Department's Mining Program does not oversee development of land or residential development Applications. If such an application was to be received, it would be sent to the FDEP Local District office or the Water Management District depending on how many parcels / house slips were being proposed.

2) **The water management and development of this build site is a major concern for all surrounding residents**. All of the immediately adjacent agricultural properties have personal wells that rely on the water table. We recently upgraded our well and learned the water table is at 25 feet.

Water is our most precious resource. Those of us who rely on our private wells have no alternative.

Your report mentions the locations of the 6.7 acre lake and the 16,000 pond. A third pond can be seen from aerial photos online. I found this info about the ponds...

According to agricultural and commercial real estate records from LoopNet and local brokerages, this parcel is a former limestone/lime rock quarry. The mining operations left behind a heavily altered landscape, which currently features one large deep pond and two smaller ponds. All of which are old, flooded open pits from the excavation days.[1, 2]

While your report states that the septic system will be required to be removed when the property is developed **there is no mention of precautions required to protect the water supply for the surrounding residents.**

The residents and their animals depend on safe drinking water. We have no alternative.

Building a high-density development on a former lime rock mine in Florida directly threatens both groundwater and surface water quality. **Because limestone is highly porous, water moves through it like a sponge, meaning any surface pollution on a mine site can travel directly into the drinking water supply with almost zero natural filtration.**

When developers convert an open lime rock quarry into a residential area, several distinct water quality risks emerge:
***The Hazard:* The three ponds at 5575 SW 52nd St are not typical lakes; they are open wounds in the Earth where mining cut directly past the water table. They represent exposed groundwater.**
The Impact: When a 590-unit residential development and 35 acres of landscaped open space is built, lawns are treated with chemical fertilizers, weed killers, and pesticides. Cars leak oil, gasoline, and heavy metals onto driveways and roads. **During Florida heavy downpours, stormwater pushes these toxins into the quarry ponds, injecting urban chemicals directly into the open aquifer.**

3. There are Consequential Geological Risks when a mine site is developed into a large community with roads, buildings, and the water, sewer, and utilities to accommodate the development.

- **Zoning & Intended Use:** The parcel has been marketed for prospective residential development due to its unique, rolling topography caused by past mining excavations. [1] This fact comes up in every search.

- At the May 26, 2026 meeting everyone present was shown an East view of 52nd St and a West view of 52nd St. Did no one go on the property. The aerial picture from Marion County Appraiser's website showing the topography and FEMA flood areas. As you can see the elevation goes from 45 feet to 105 feet. This site is going to require intensive use of heavy equipment and movement of soil to make it buildable.

- **The Water Factor:** Because lime rock mining uncovers and compromises the protective upper sediment layers over the Floridan Aquifer, the large open-pit ponds on this property are highly sensitive to water table fluctuations. [1]

- **Subsidence Hazard:** Building on or immediately adjacent to a former aggregate mine in a designated "karst sensitive area" carries a high baseline risk for localized sinkhole development, soil settling, and heavy groundwater pooling.

- **The Blasting and Vibrational Damage Risk:** Because this is an old lime rock mine, the ground is highly uncompacted and contains hidden limestone caverns. Heavy earthmoving, rock crushing, and compaction equipment right next to the surrounding homes can send severe seismic vibrations directly toward each home.

- ***We ask that the City require the developer to pay for independent, pre-construction structural baseline surveys of all homes on 51st Terrace and every other property that borders 5575 SW 52nd St. The city is exposing existing taxpayers to property damage from artificial sinkholes or foundation cracking triggered by heavy machinery.***

- The residents of Fore Ranch have already been forced to pay two "special assessments" to their HOA to cover the massive damage caused major sink hole activity in 2010, 2012, and 2018. Was Fore Ranch made aware of this developer's plan, that is adjacent to their homes that have already been plagued with significant damage due to sink hole activity? I believe the developer discussed accessing water and sewer hookups through Fore Ranch at the May 26, 2026 meeting.

- **Stormwater and Runoff Redirection:** The site's dramatic quarry pits currently act as natural catchments for local groundwater. High-density development means covering the terrain with acres of asphalt, concrete, and roofs (impervious surfaces).

- ***We ask that the Southwest Florida Water Management District (SWFWMD) and the city growth management team require a zero-degradation stormwater plan, ensuring that not a single gallon of displaced quarry water flows toward 51st Terrace or any other property that borders this proposed construction site.***

- 51st Terrace is a private road, the county does not provide maintenance or repair even though we pay significant property taxes and do not receive water or sewer. Every time it rains the significant divots in the gravel road floods fill with ground water. These divots are deep enough to cause major damage to cars. I have witnessed too many damaged car parts and undercarriages along the road in the short time we have owned the property. This street cannot sustain elevated runoff risks. Please take a drive up 51st Terrace and see what I'm talking about.
- The same can be said about all of the surrounding properties who are responsible for maintaining the only road to their homesite.

4. This leads to our second major concern, sinkhole development...

Immediate Proximity to Severe Sinkholes

The property is positioned just off State Road 200, **immediately contiguous to the Fore Ranch (Wynchase) and The Hunt Club subdivisions**. This means 5575 SW 52nd Street sits directly adjacent to the exact retention ponds where the massive 2012 and 2018 multi-sinkhole outbreaks occurred. [1, 2, 3]

We met Marcia Armstrong at City Hall on May 26, 2026. She shared that she informed you in her email about the sink holes in Fore Ranch.

This is a well documented issue in the area and it is not mentioned in your report.

The intersection of **SW 52nd Avenue and SW 51st Terrace** (specifically around SW 42nd Street) sits directly inside the **Fore Ranch development**, which is one of the most historically documented sinkhole hot spots in the entire 34474 zip code area. [1, 2]

Because this specific pocket of Ocala contains major master-planned communities like Fore Ranch and Wynchase Townhomes, there is extensive local hazard documentation for this exact vicinity: [, 2]

Major Historical Events at this Location

- **The SW 42nd Street & SW 52nd Terrace Collapses:** Multiple deep, active sinkholes have repeatedly opened right in the backyards and retention areas between SW 42nd Street and SW 52nd Terrace. One notable cluster expanded into a **100-foot-long, 10-foot-deep cavern** that forced emergency structural evacuations for adjacent townhomes. [1, 2, 3]
- **Retention Pond Failures:** The limestone layout near these exact streets features stormwater retention ponds that are prone to sudden drainage breaches. When heavy seasonal rains accumulate, the sudden pressure routinely compromises the loose soil over the limestone, causing the banks near the walkways and roads to slump into subsurface voids. [1, 2, 3]

Soil and Geological Risk Factors

This particular section of southwest Ocala faces elevated risk due to a combination of geography and human development:

- **Heavy Limestone Dissolution:** The bedrock beneath the 34474 zip code consists of heavily weathered limestone pockets.
- **Altered Water Tables:** The grading of neighborhoods like Fore Ranch concentrated heavy water drainage into localized retention basins. If a basin liner cracks, the focused downward rush of water accelerates under-ground erosion, pulling surface dirt downward. [1, 2]

Sinkholes - and wallets - open
The Wynchase townhome subdivision in Ocala's Fore Ranch community (southwest of State Road 200) experienced a major sinkhole cluster. In 2018, over a dozen sinkholes opened up near a retention pond, forcing several families to evacuate and draining the pond entirely. [1, 2, 3, 4, 5, 6, 7, 8]

While the sinkholes made headlines during the 2018 swarm, the area is historically prone to these events due to the underlying limestone "karst" terrain. [1, 2]

Key facts about the Wynchase sinkhole events include:

- **Initial Swarm:** The first major group of 10-15 sinkholes emerged around Southwest 42nd Place in late April 2018. [1, 2, 3]
- **Evacuations:** Residents in at least eight buildings were evacuated due to the holes growing and overlapping. [1, 2, 3, 4]
- **Prior History:** The Wynchase community experienced significant sinkhole issues previously, most notably in 2012 when the HOA paid thousands to fill holes. [1, 2]
- **Stabilization & Repairs:** Geotechnical engineers conducted ground-penetrating radar and core sampling. Following months of repairs, which included sealing the retention pond and stabilizing the ground, displaced residents were allowed to return to their townhomes. [1, 2, 3, 4]

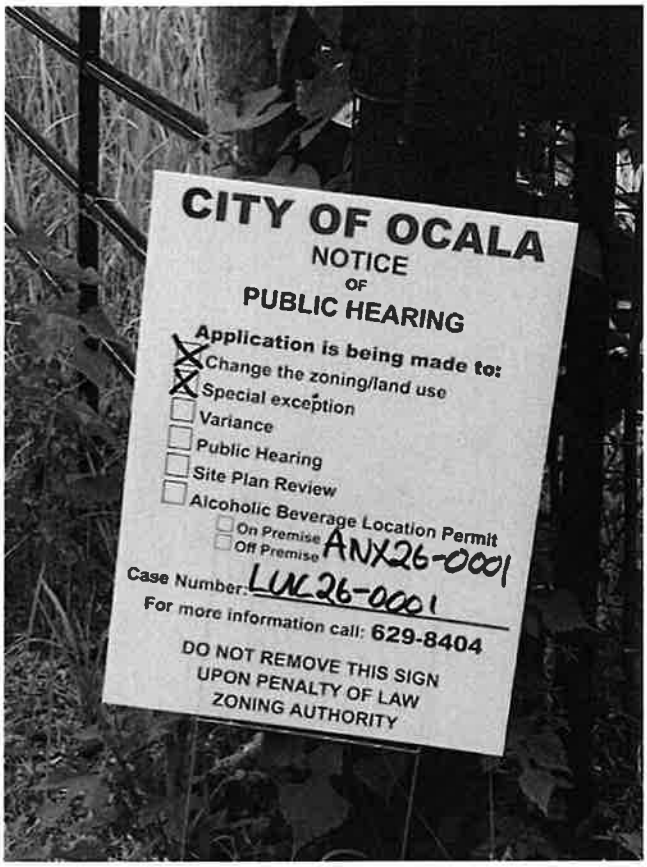
wynchase fore ranch sink holes
google.com

5. Your report references the nearest accessible sanitary sewer line is a force main line on SW 50TH Ct. Approximately 1875 feet from the project and appears to be across 200 road. You also mentioned the closest connect through the Fore Ranch subdivision that has been plagued with sink hole problems since 2010.

* Who pays for the access?
* Has Fore Ranch been notified of this building project and sharing their sewer lines?

Last, I would like to address the lack of notification for this project:
1. We were never notified of a neighborhood meeting. We have USPS informed delivery and watch our incoming mail daily.
2. After receiving the letter from the city I wrote a letter to the contact person and never received a response.
3. The required sign content did not show exact date, time, or physical address of the public hearings.

4. Who was contacted in our surrounding area? The lack of participation suggests a lack of notification.



Begin forwarded message:

From: David Sablan <dsablan@ocalafl.gov>
Subject: Re: Case LUC26-001 Parcel 23835-000-00
Date: May 28, 2026 at 10:01:37 AM EDT
To: "cheridobratz@gmail.com" <cheridobratz@gmail.com>, "gdobratz@ctpower.com" <gdobratz@ctpower.com>, "danielledobratz@gmail.com" <danielledobratz@gmail.com>
Cc: Aubrey Hale <ahale@ocalafl.gov>, Jeff Shrum <JShrum@ocalafl.gov>, Endira Madraveren <emadraveren@ocalafl.gov>

Cheri, George, and Danielle,

I apologize that your email was overlooked prior to the Planning and Zoning Commission's meeting this past Tuesday. I did want to answer your questions and provide you with a timeline of the project moving forward. Also, we are available to meet in person or talk on the phone to go over the project in detail.

1. What does Low Intensity Future Land Use mean?
   The City has what are called Future Land Use categories that control the density (how many dwelling units per acre) and intensity (how large the buildings can be) of future development. Low Intensity is one of those categories, which establishes a range of 3 to 18 dwelling units per acre. For reference, the single family homes portion of the Fore Ranch development to the north of the project site was developed at around 4 dwelling units per acre and the Canter Apartments on SW 48th Ave, east of your property across SW 51st Terrace, was developed at around 14 units per acre.

2. What do they plan to do with the property?
   The developer has submitted a conceptual plan to the City that is proposing mixture of detached single family homes, attached townhomes, and a commercial plaza. The commercial portion of the development is about 4.5 acres and located directly on SW 52nd Street and to the west of the lake at the southern end of the property. The rear half of the property (approximately 45 acres) is proposed to be detached single family homes at density of about 5 units per acre. Your property is adjacent to this portion of the project. The middle 20 acres of the property is proposed to be either apartments or townhomes at density of about 17 units per acre. This conceptual plan will be going before the Planning and Zoning Commission at their next meeting on June 8th. A copy of that plan and my staff report will be available on the city's website sometime the week before, and by June 5th at the latest. I'll email you a direct link once it is available.

The property is currently outside of Ocala city limits, the owner/developer is requesting to annex into Ocala in order to connect to city utilities, such as water and sewer, for future development. This past Tuesday was the first step in annexing into the City. The next step will be the June 8th meeting where the commission will make a recommendation to the City Council regarding the conceptual plan. The last step will be for City Council to consider and vote on the annexation and conceptual plan, tentatively scheduled for August 4th.

Feel free to let me know if you have any follow up questions or if you would like to meet to discuss further.

David Sablan
Planner II
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd Floor, Ocala, FL 34471
Office: 352-629-8324 | dsablan@ocalafl.gov
<Outlook-oqaxuypb.png>

From: Janiece Lucky <jlucky@ocalafl.gov>
Sent: Wednesday, May 27, 2026 9:20 AM
To: David Sablan <dsablan@ocalafl.gov>
Subject: FW: Case LUC26-001 Parcel 23835-000-00

-----Original Message-----
From: Cher Dobratz <cheridobratz@gmail.com>
Sent: Tuesday, May 19, 2026 8:16 PM
To: Janiece Lucky <jlucky@ocalafl.gov>
Cc: George Dobratz <GDobratz@ctpower.com>; Danielle Dobratz <danielledobratz@gmail.com>
Subject: Re: Case LUC26-001 Parcel 23835-000-00

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.

JaNiece,

I am writing you regarding the letter we received for the proposed change of zoning from A1 to Low Intensity Future Land Use on the property directly west of our 11 acre family farm, Grace Hill Farm, at 4750 SW 51st Terrace, Ocala FL 34474. We currently have cows, goats, chickens, and a donkey at our site.

We are seeking to understand what the development plans are for this previous mine site. Our shared property line was clawed out during the mining process and there is a 15 feet drop between the back of our property at our fence and the 82 acre property behind us. We are seeking answers to the following questions:

1). What does Low Intensity Future Land Use mean?

2). What do they plan to do with the property?

Thank you for your time and consideration in this matter.

Grace Hill Farm, LLC
Cheri Dobratz
George Dobratz
Danielle Dobratz

Sent from my iPad

Outlook

FW: PD26-0002

From Janiece Lucky <jlucky@ocalafl.gov>
Date Mon 6/8/2026 4:21 PM
To David Sablan <dsablan@ocalafl.gov>; Breah Miller <bmiller@ocalafl.gov>; Endira Madraveren <emadraveren@ocalafl.gov>

Good afternoon,

I know this email reads PD26-0002, but I believe it is for PD26-0001.

JaNiece N. Lucky
Associate Planner

City of Ocala Growth Management Department

201 SE 3rd Street, 2nd floor, Ocala, FL 34471
Office: 352-629-8344

-----Original Message-----
From: ALICE TRAUTMAN <amtpop@aol.com>
Sent: Monday, June 8, 2026 4:15 PM
To: Janiece Lucky <jlucky@ocalafl.gov>
Subject: PD26-0002

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.

My name is Alice Trautman. I live on 52nd St. where you are planning to put the development in.
I am in protest of allowing it to be passed and go forward to change the acreage from agricultural.
There is no infrastructure to support that size of development in this area It's harmful to the environment ie ground water; along with wildlife, both animal and plant.
The protected tortoises will be in entombed.
Research shows that relocation of that species very seldom works.
The groundwork to the 60th and 52nd St. development is presently ongoing.
The vibration today of the dirt work is vibrating my pictures on the wall.
Doing sound studies to see what kind of damage it will do to my well casing, pump, etc. also my septic tank They have been burning for the last two weeks. The air is toxic.
We can expect the new development to do the same thing to our homes and our environment These are just some of the reasons that I am in objection to the changing of the agricultural listing of the acreage

and object to the development.
Alice Trautman

Environmentally
Sent from my iPhone

Marcia Armstrong
5765 SW 52nd St
Ocala, FL 34474

June 8, 2026

Re: Case # PD26-0001

Photo #1 was taken in May of 2025, looking East from our property line to the subject property. In the center of the photo, notice the bulldozer on top of a huge ridge of dirt and limerock left from mining operations. This ridge is about 100 yds long and 40 ft high.

Photo #2 was taken in May of this year, from SW 52nd Street near the SW corner of the subject property, looking to the NE at that same ridge of tailings.

Photo #3 taken last week, is looking north from SW 52nd Street. The left of the photo show the results of mining with more tailings in the background.

Photo #4 was also taken last week from SW 52nd Street looking NW across the pond. Beyond the far side of the pond, you can see the different elevations and tailings all across that area.

These photos only show the south part of the property. We can't see the north half.
As you can see, this is not an ordinary piece of land for development.

#1

#2

#3

#4

File #: ORD-2026-23 Agenda Item #: 8b.

Submitted By: Breah J Miller

Presentation By: Endira Madraveren

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Ordinance 2026-23 to change the Future Land Use designation from Neighborhood to Public, for property located in the 2800 block of SW 20th Street (Parcel 23476+001-00), approximately 4.06 acres (Case LUC26-0003) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Petitioner and Property Owner: City of Ocala

Key Points:

This is a City staff-initiated request to change the Future Land Use designation for the subject property from Neighborhood to Public, recognizing its long-standing use as a City drainage retention area (DRA).

A concurrent zoning map amendment (ZON26-0008) has been initiated to change the current zoning from R-1, Single-Family Residential, and B-1A, Limited Neighborhood Residential to G-U, Governmental Use, to provide for a zoning consistent with the proposed Public Future Land Use category.

Zoning and Land Use Factors for Consideration:

- The subject property, identified as Parcel 23476+001-00, consists of approximately 4.06 acres and was acquired by the City in 1975. The property was subsequently designated as City of Ocala DRA #320.

- DRA #320 was established in association with Drainage Basin #3, a regional stormwater management system located near SW/NW 27th Avenue and SW 17th Street Extension.

- The regional stormwater improvements were originally permitted in 1989 through the St. Johns River Water Management District (Permit No. 4-083-19651).

- The regional stormwater system was developed to support roadway improvements intended to improve connectivity to SR 200, which increased the need for additional stormwater capacity in the surrounding area.

- The subject property currently carries split zoning designations of R-1, Single-Family Residential, and B-1A, Limited Neighborhood Business.

- The R-1 zoning district is intended to accommodate single-family residential development and compatible residential uses.

- The B-1A zoning district is intended to provide neighborhood-scale convenience goods and services, with building character, scale, and intensity designed to remain compatible with surrounding residential development.

- The subject property has an existing Future Land Use designation of Neighborhood.

Planning & Zoning Commission

Following the discussion, the Planning and Zoning Commission voted five to zero to recommend approval of both the land-use change and the rezoning requests.

FINDINGS AND CONCLUSIONS:

- The requested Public Future Land Use category is consistent with the existing governmental use as a City of Ocala drainage retention area.

- The existing zoning district is not consistent with the proposed Public Future Land Use category. A zoning map amendment is appropriate to establish consistency between the Future Land Use, zoning district, and the property's existing use.

- The Public Future Land Use category is appropriate and aligns with the continued public use of the subject property.

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 2026-23

AN ORDINANCE AMENDING THE CITY OF OCALA, FLORIDA, COMPREHENSIVE PLAN FUTURE LAND USE MAP SERIES AS REQUIRED IN SECTION 163.3161 THROUGH AND INCLUDING SECTION 163.3248, FLORIDA STATUTES; DETAILING THE FUTURE LAND USE CHANGE (CASE NO. LUC26-0003); AMENDING THE FUTURE LAND USE MAP DESIGNATION FROM NEIGHBORHOOD TO PUBLIC FOR PROPERTY LOCATED IN THE 2800 BLOCK OF SW 20TH STREET (PARCEL 23476+001-00), APPROXIMATELY 4.06 ACRES; PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida adopted the Local Government Comprehensive Planning and Land Development Regulation Act of 1985, as contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, which required the City of Ocala, Florida, to prepare and adopt a comprehensive plan in accord with the requirements of the said act; and

WHEREAS, the City of Ocala has prepared a comprehensive plan which meets the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985; and

WHEREAS, the City of Ocala on October 22, 1991, adopted this plan including a Future Land Use Element consisting of a land use map series; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act of 1985 provides for the amendment of an adopted plan or element or portion thereof; and

WHEREAS, on October 19, 2010, City Council adopted the Ocala 2035 Vision; and

WHEREAS, one of the strategies of the Ocala 2035 Vision was to initiate Comprehensive Plan Amendments (adopted on January 22, 2013) to be consistent with the Ocala 2035 Vision.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF OCALA, FLORIDA, in regular session, as follows:

Section 1. The City of Ocala Comprehensive Plan, Future Land Use Element and Map Series is hereby amended as required by the Florida Local Government Comprehensive Planning and Land Development Regulation Act of 1985 contained in Section 163.3161 through and including Section 163.3248, Florida Statutes and pursuant to Section 106-38 of the Code of Ordinances, City of Ocala, Florida. The lands described below are hereby reclassified according to the City of Ocala Comprehensive Plan, Future Land Use Element as Public and the attached land use map is incorporated by reference into this ordinance:

SEC 23 TWP 15 RGE 21 COM AT THE SE COR OF NE 1/4 OF NE 1/4 SE 1/4 OF SEC 23 TH N 89-20-35 W 30 FT TH N 89-20-35 W 387.18 FT TO THE POB TH N 89-20-35 W 247.72 FT TH N 00-31-03 E 132 FT TH S 89-20-35 E 247.82 FT TH S 00-34-15 W 132 FT TO THE POB & COM AT THE NE COR OF SE 1/4 OF NE 1/4 OF SE 1/4 OF SEC 23 TH S 00-34-15 W 208.56 FT TH N 89-20-35 W 256.90 FT TO THE POB TH N 89-20-35 W 160.22 FT TH N 00-34-15 E 208.56 FT TH N 89-20-35 W 247.72 FT TH S 00-31-30 W 435.80 FT TH S 89-19-47 E 406.06 FT TH N 00-57-26 E 227.34 FT TO THE POB.

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 Future Land Use Map of the City of Ocala is hereby amended to reflect the change in land use from Neighborhood to Public 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.

Section 8. The effective date of this small-scale development amendment shall be 31 days after adoption, unless the amendment is challenged pursuant to Section 163.3187(5), F.S. If challenged, the effective date of the amendment shall be the date a final order is issued by the state land planning agency, or the Administration Commission, finding the amendment in compliance with Section 163.3184, F.S. No development orders, development permits or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-6545..

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: 2026-23
Introduced: 7/21/2026
Adopted: Click or tap to enter a date.
Legal Ad No: Click or tap here to enter text.

Land Use Change Staff Report

Case No. LUC26-0003
Planning & Zoning Commission: June 8, 2026
City Council (1st Reading): July 21, 2026
City Council (Adoption): August 4, 2026

Applicant/ Property Owner:	City of Ocala
Project Planner:	Breah Miller, Planner II
Amendment Request:	Change the Future Land Use designation for the subject property from Neighborhood to Public.

Parcel Information

Acres:	±4.06 acres
Parcel(s)#:	23476+001-00
Location:	located in the 2800 block of SW 20th Street
Existing use:	Drainage Retention Area
Future Land Use Designation:	Neighborhood
Zoning Designation:	R-1, Single- Family Residential, and B-1A, Limited Neighborhood Business
Special District(s)/Plan(s):	N/A
Overlay(s):	N/A

Figure 1. Aerial Location Map

Section 1 - Applicant Request

This is a staff-initiated request to change the Future Land Use designation for the subject property from Neighborhood to Public.

A subsequent application to rezone the subject property from R-1, Single- Family Residential, and B-1A, Limited Neighborhood Business, to G-U, Governmental Use (ZON26-0008) is also requested by the applicant.

Section 2 - Background Information

The subject property, identified as Parcel 23476+001-00, comprises approximately 4.06 acres. The property was acquired by the City in 1975 and designated as City of Ocala Drainage Retention Area (DRA) #320 in association with Drainage Basin #3, which is a regional stormwater system located near SW/NW 27th Avenue and SW 17th Street Extension. The regional stormwater improvements were originally permitted in 1989 through the St. Johns River Water Management District (Permit No. 4-083-19651)and developed to support roadway improvements intended to provide better connectivity to SR 200.

The current designations of the properties are:

Zoning: **R-1, Single- Family Residential** district is intended primarily for wholesale distribution, warehouse storage, research and development, showroom sales, and light manufacturing of finished or semi-finished products.

B-1A, Limited Neighborhood Business for neighborhood convenience goods and services involving basic, regular household purchases. Building character, scale and intensity shall be compatible with surrounding residential development.

Future Land Use: **Neighborhood**, a maximum of 5 dwelling units per acre for single-family development and maximum of 12 dwelling units per acre for multi-family development, a maximum of 0.25 floor area ratio (FAR).

Table 1: Adjacent Property Information:

Direction	Future Land Use	Zoning District	Current Use
North	Neighborhood	INST, Institutional	Everest Rehabilitation Hospital
East	Neighborhood	INST, Institutional B-2, Community Business	Everest Rehabilitation Hospital City of Ocala Lift Station #58
South	Neighborhood Low Intensity	B-2, Community Business	Kangaroo Express Undeveloped

West	Neighborhood	B-2, Community Business R-3, Multi- Family Residential	Amazing Kids World Academy Love Hair and Nail Spa Vibranium Comics Nogi Shoot Box/ Fight Sports Ocala Bicycle Center, Inc.

As a note there are two unrelated cases also being requested at the June 8 Planning & Zoning Commission meeting, which include:

- Future Land Use change from Neighborhood to Low Intensity for three properties located to the south and west of the subject property.
- Rezoning request from R-3 to Inst, Institutional for two properties located to the west of the subject property.

Section 3 – Staff Analysis

The proposed Future Land Use change from Neighborhood to Public is intended to bring the subject property into compliance with its public function and existing governmental use as a City drainage retention area. While the existing Neighborhood Future Land Use designation is generally compatible with the surrounding area, the Comprehensive Plan states that the Public Future Land Use category shall be applied to publicly owned properties intended for use by the general public or for governmental functions.

The subject property has and continues to function as a city drainage retention area since its establishment as DRA #320 associated with Drainage Basin #3. Therefore, the proposed Public Future Land Use designation is more consistent with both the ownership and continuous operational function of the property.

The requested Future Land Use amendment also supports the associated rezoning request to G-U, Government Use. The existing zoning classification is not consistent with the proposed Public Future Land Use designation. Approval of the associated rezoning is necessary to establish consistency between the Future Land Use, zoning district, and the property's existing use.

Consistency with Comprehensive Plan:

The requested land use change is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

1. *Future Land Use Element Policy 6.6: Public. The Public category shall be used for those parcels of land which are publicly owned and intended for the use of the general public. These include publicly owned parks, active or passive recreational sites, educational facilities, conservation areas or other open space. Permitted primary uses include recreation and civic. Secondary uses include commercial or other uses and activities consistent with the Recreation and Parks Element and the 2010 Recreation and Parks Master Plan. There is no minimum density or intensity. The maximum intensity before any incentives is 0.15 FAR. The location and application of incentives shall be set forth in the Land Development Code.*

Staff Comment:

The subject property is publicly owned by the City of Ocala and is utilized for a governmental function that serves the general public. Historically, the property has functioned as a city drainage retention area associated with the regional stormwater infrastructure system that serves the public. Therefore, it is consistent with the intent of the Public Future Land Use category. The proposed Public land use designation better aligns with the operational purpose of the property and is consistent with the associated requested G-U, Government Use, zoning district, which is intended to accommodate publicly owned and operated facilities. The subject property has a Floor Area Ratio (FAR) of zero and is proposed to remain as such. Therefore, the request is consistent with the maximum intensity standards established under the Public Future Land Use.

The proposed Public Future Land Use category is not consistent with the existing R-1, Single-family Residential, and B-1A, Neighborhood Business, zoning districts. G-U zoning is consistent with all land use categories of the City's comprehensive plan, but it is appropriate to amend the land use to reflect the public purpose of the subject property. Therefore, a zoning map amendment is necessary to establish consistency between the Future Land Use designation, zoning district, and the property's existing governmental use.

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*.

The proposed Public Future Land Use designation is compatible with the surrounding area. The property will continue to operate as a stormwater facility.

The request will not negatively impact surrounding development patterns, available public facilities and services, or existing topography and soil conditions, as the property will remain in its current stormwater retention configuration.

Table 2: Existing and Proposed Land Use Standards

	Future Land Use Category	Permitted Land Uses	Allowable Density	Allowable FAR
Existing	Neighborhood	Residential Secondary Uses: Recreation, institutional, limited neighborhood-scale office and commercial, educational facilities	Up to 5 units/acre SFR; Multifamily up to 12 units/acre	Up to 0.25 FAR
Proposed	Public	Primary Uses: Industrial, office, commercial Secondary Uses: Public, recreation, institutional, residential, educational facilities	n/a	Up to 0.15 FAR

Section 5 - Level of Service (LOS) Analysis

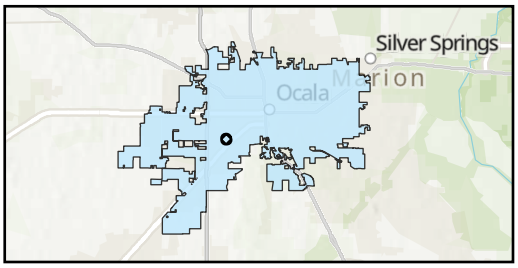
The request is not anticipated to generate additional traffic, increase demand on public utilities, or negatively impact the adopted Levels of Service for transportation, potable water, sanitary sewer, or solid waste facilities. Any future changes to the use or development of the property would be subject to additional review and analysis at the time of application.

Section 6 - Staff Findings and Recommendation

- The requested Public Future Land Use designation is consistent with the existing governmental use as a City of Ocala drainage retention area.
- The existing zoning district is not consistent with the proposed Public Future Land Use category. A zoning map amendment is necessary to establish consistency between the Future Land Use, zoning district, and the property's existing use. A concurrent zoning map amendment is associated with this request.

Staff Recommendation:	**Approval of LUC26-0003**

AERIAL MAP



Case Number: LUC26-003

Parcel: 23476+001-00

Property Size: Approximately 4.6 Acres
Land Use Designation: Neighborhood
Zoning: R-1, Single Family
B-1A, Limited Neighborhood Business
Proposal: Request to change land use from Neighborhood to GU

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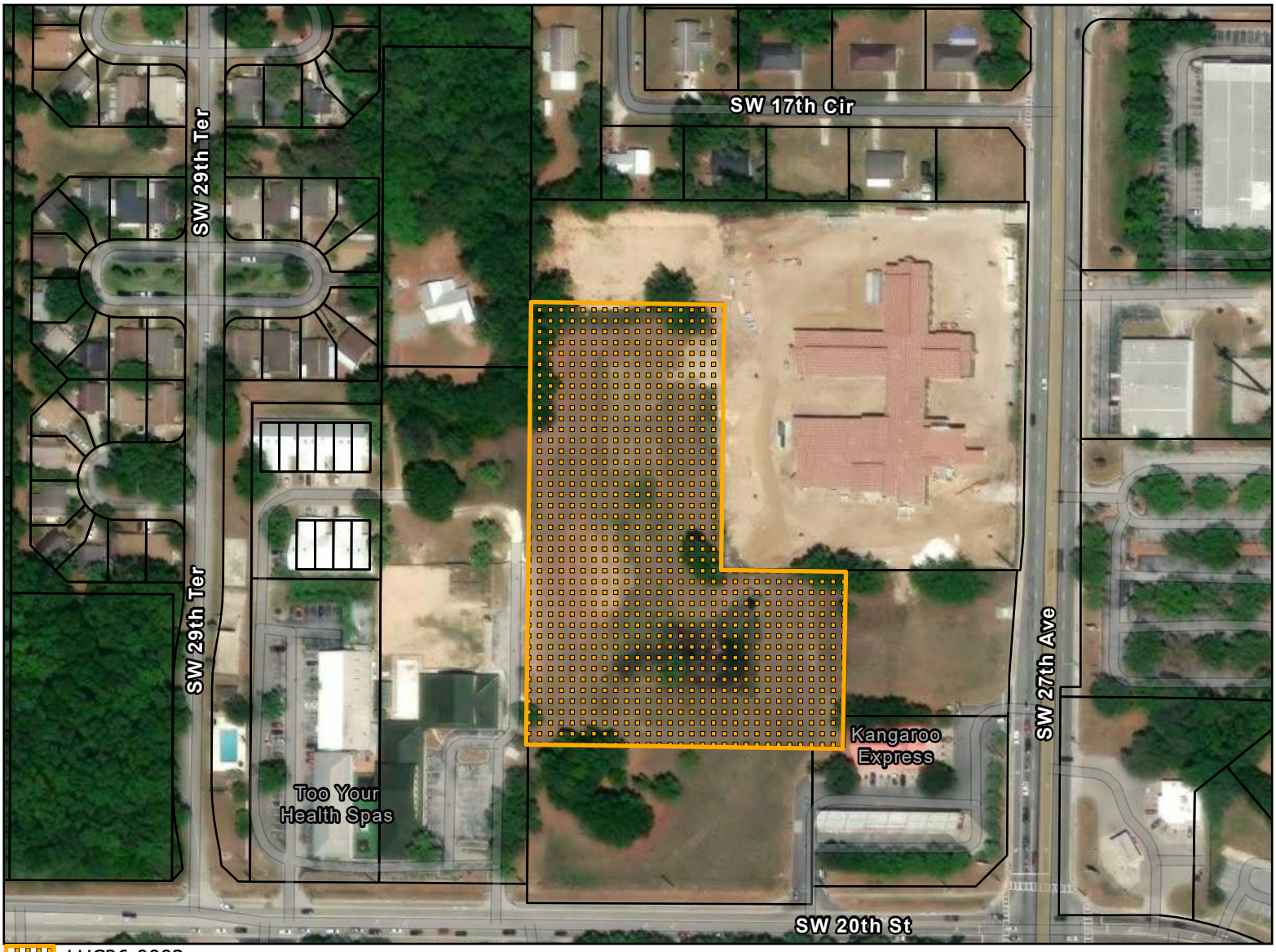

LUC26-0003

Parcels

0 225 450 900 Feet

N

OCALA

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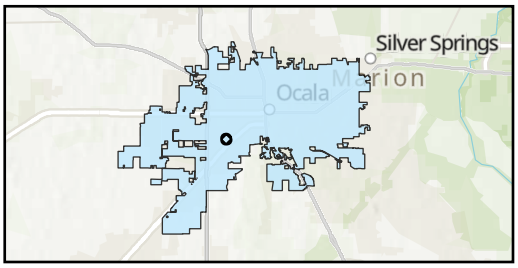
Prepared by the City of Ocala Growth Management Dep 202 t by ekrepps on 5/21/2026

CASE MAP



Case Number: LUC26-0003

Parcel: 23476+001-00

Property Size: Approximately 4.6 Acres
Land Use Designation: Neighborhood
Zoning: R-1, Single Family
B-1A, Limited Neighborhood Business

Proposal: Request to change land use from Neighborhood to GU

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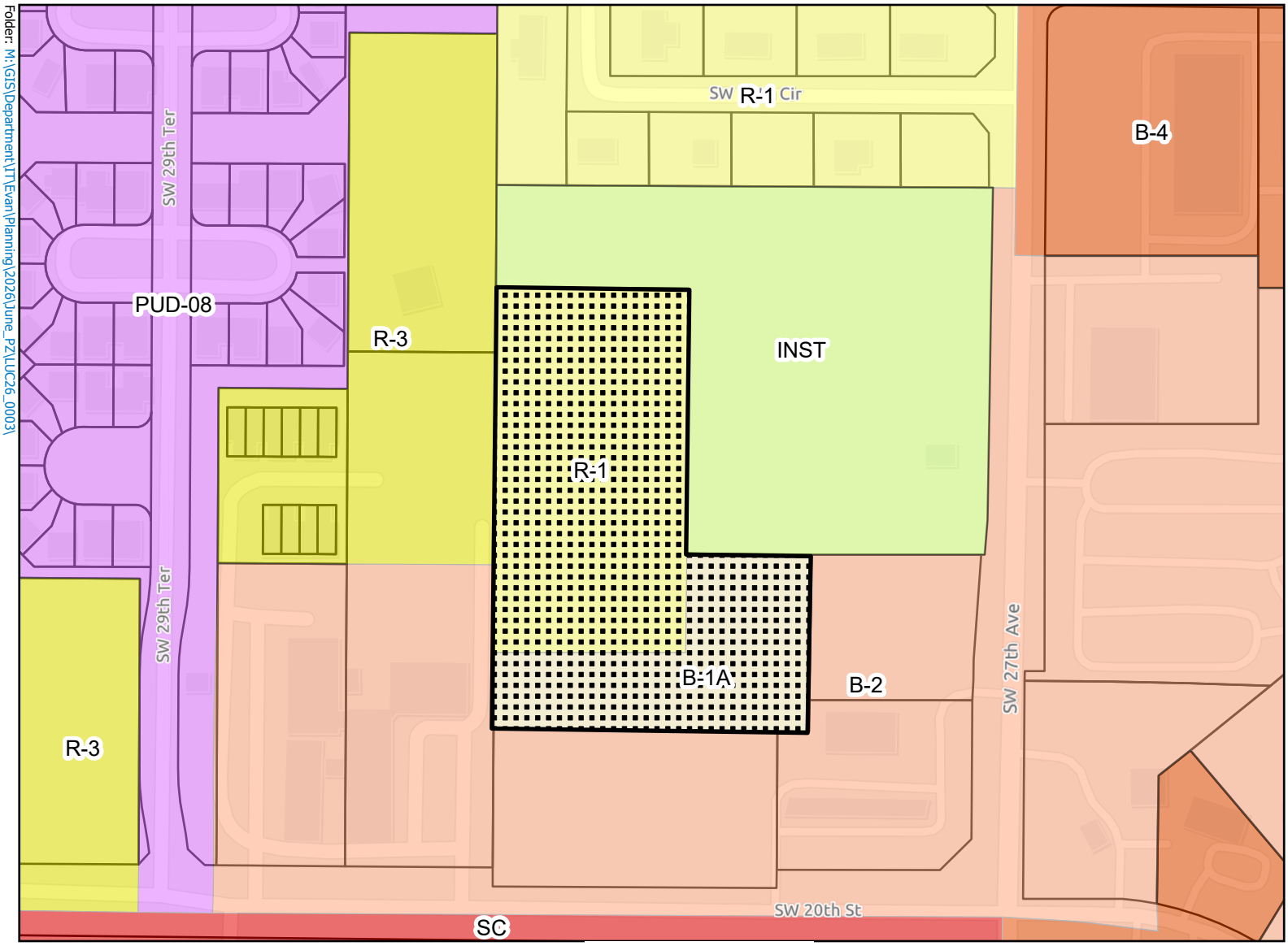

- B-1A:Limited Neighborhood Business
- B-2:Community Business
- B-4:General Business
- INST:Institutional
- PUD-08:Planned Unit Development-8 Units
- R-1:Single Family Residential
- R-3:Multi-Family Residential
- SC:Shopping Center
- Parcels
- LUC26-0003

0 225 450 900 Feet

N

OCALA

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Prepared by the City of Ocala Growth Management Dep t by ekrepps on 5/21/2026

File #: ORD-2026-24 Agenda Item #: 8c.

Submitted By: Breah J Miller

Presentation By: Endira Madraveren

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Ordinance 2026-24 to rezone from R-1, Single- Family Residential, and B-1A, Limited Neighborhood Business, to G-U, Governmental Use, for property located at the 2800 block of SW 20th Street (Parcel 23476+001-00), approximately 4.06 acres (Case ZON26-0008) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Petitioner and Property Owner: City of Ocala

Key Points:

This is a City staff-initiated request to rezone the subject property from R-1, Single-Family Residential, and B-1A, Limited Neighborhood Business, to G-U, Governmental Use, to recognize the property's long-standing use as a City drainage retention area (DRA).

A concurrent future land use map amendment (Case LUC26-0003) has been initiated to change the current future land use from Neighborhood to Public.

Zoning and Land Use Factors for Consideration:

- The subject property, identified as Parcel 23476+001-00, consists of approximately 4.06 acres and was acquired by the City in 1975. The property was subsequently designated as City of Ocala DRA #320 in association with Drainage Basin #3 located near SW/NW 27th Avenue and SW 17th Street Extension.

- The regional stormwater system was developed to support roadway improvements intended to improve

connectivity to SR 200, which increased the need for additional stormwater capacity in the surrounding area.

- The subject property currently carries split zoning designations of R-1, Single-Family Residential, and B-1A, Limited Neighborhood Business.

- The subject property has a Future Land Use designation of Neighborhood.

Planning & Zoning Commission

Following the discussion, the Planning and Zoning Commission voted five to zero to recommend approval of both the land-use change and the rezoning requests.

FINDINGS AND CONCLUSIONS:

- The G-U zoning district is intended to accommodate properties owned and operated by governmental agencies and is therefore more consistent with the existing use of the property.

- The proposed rezoning is consistent with the existing Neighborhood Future Land Use designation, pursuant to Section 122-244 of the Code of Ordinances.

- The Public Future Land Use category is appropriate for the subject property pursuant to Section 122-244 of the Code of Ordinances and the Comprehensive Plan

- The G-U, Governmental Use, zoning district is consistent with the existing and intended use of the subject properties.

- The subject property provides a public facility that addresses regional drainage and stormwater needs.

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 2026-24

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING THE ZONING FROM R-1, SINGLE-FAMILY RESIDENTIAL AND B-1A, LIMITED NEIGHBORHOOD BUSINESS, TO G-U, GOVERNMENTAL USE, FOR CERTAIN PROPERTY LOCATED IN THE 2800 BLOCK OF SW 20TH STREET (PARCEL 23476+001-00), APPROXIMATELY 4.06 ACRES (CASE NO. ZON26-0008); 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 G-U, Governmental Use:

SEC 23 TWP 15 RGE 21 COM AT THE SE COR OF NE 1/4 OF NE 1/4 SE 1/4 OF SEC 23 TH N 89-20-35 W 30 FT TH N 89-20-35 W 387.18 FT TO THE POB TH N 89-20-35 W 247.72 FT TH N 00-31-03 E 132 FT TH S 89-20-35 E 247.82 FT TH S 00-34-15 W 132 FT TO THE POB & COM AT THE NE COR OF SE 1/4 OF NE 1/4 OF SE 1/4 OF SEC 23 TH S 00-34-15 W 208.56 FT TH N 89-20-35 W 256.90 FT TO THE POB TH N 89-20-35 W 160.22 FT TH N 00 34-15 E 208.56 FT TH N 89-20-35 W 247.72 FT TH S 00-31-30 W 435.80 FT TH S 89-19-47 E 406.06 FT TH N 00-57-26 E 227.34 FT TO THE POB.

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 R-1, Single- Family Residential and B-1A, Limited Neighborhood Business, to G-U, Governmental Use, 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

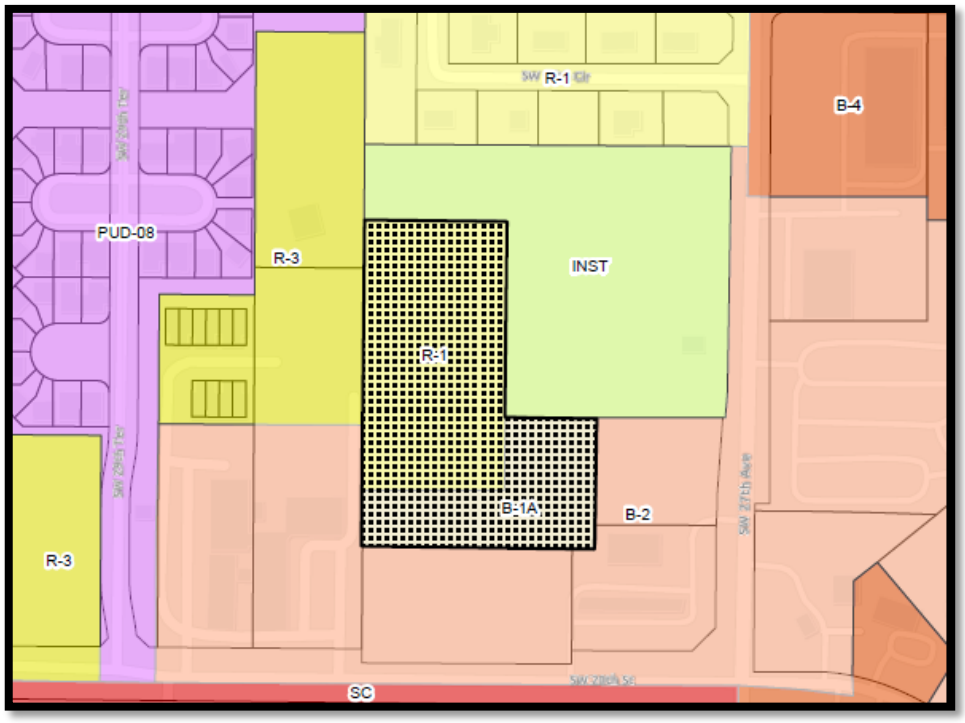
Ordinance No:	2026-24
Introduced:	7/21/2026
Adopted:	Click or tap to enter a date.
Legal Ad No:	Click or tap here to enter text.

Rezoning Staff Report

Case No. ZON26-0008
Planning & Zoning Commission: June 8, 2026
City Council (1st Reading): July 21, 2026
City Council (Adoption): August 4, 2026

Applicant/Property Owner:	City of Ocala
Project Planner:	Breah Miller, Planner II
Amendment Request:	Rezone from R-1, Single- Family Residential and B-1A, Limited Neighborhood Business, to G-U, Governmental Use.
Associated Applications:	LUC26-0003
Parcel Information	
Acres:	±4.06 acres
Parcel(s)#:	23476+001-00
Location:	located 2800 block of SW 20th Street
Existing use:	WRA
Future Land Use Designation:	Neighborhood
Zoning Designation(s):	R-1, Single- Family Residential and B-1A, Limited Neighborhood Business
Special District(s)/Plans(s):	N/A
Overlay(s):	N/A

Figure 1. Aerial Map



Adjacent Property Information

Direction	Future Land Use	Zoning District	Current Use
North	Neighborhood	INST, Institutional	Everest Rehabilitation Hospital
East	Neighborhood	INST, Institutional B-2, Community Business	Everest Rehabilitation Hospital City of Ocala Lift Station #58
South	Neighborhood Low Intensity	B-2, Community Business	Kangaroo Express Undeveloped
West	Neighborhood	B-2, Community Business R-3, Multi- Family Residential	Amazing Kids World Academy Love Hair and Nail Spa Vibranium Comics Nogi Shoot Box/ Fight Sports Ocala Bicycle Center, Inc.

Applicant Request

This is a city staff-initiated request to rezone the subject property from R-1, Single- Family Residential and B-1A, Limited Neighborhood Business, to G-U, Governmental Use.

A concurrent application to change the land use from Neighborhood to Public (LUC26-0003) is also requested by the applicant.

Background

The subject property, identified as Parcel 23476+001-00, comprises approximately 4.06 acres. The property was acquired by the City in 1975 and designated as City of Ocala Drainage Retention Area (DRA) #320 in association with Drainage Basin #3; which is a regional stormwater system located near SW/NW 27th Avenue and SW 17th Street Extension. The regional stormwater improvements were originally permitted in 1989 through the St. Johns River Water Management District (Permit No. 4-083-19651) and developed to support roadway improvements intended to provide better connectivity to SR 200.

Existing and Proposed Zoning District Standards

	Zoning District	Intent and Purpose	Minimum Lot Area (square feet)	Maximum Building Height (feet)

Existing	R-1, Single-Family Residential	Intended primarily for wholesale distribution, warehouse storage, research and development, showroom sales, and light manufacturing of finished or semi-finished products.	13,500 square feet	35-feet
Existing	B-1A, Limited Neighborhood Business	Intended for neighborhood convenience goods and services involving basic, regular household purchases. Building character, scale and intensity shall be compatible with surrounding residential development.	10,000 square feet	35-feet
Proposed	G-U, Governmental Use	Intended to apply to those areas where the uses conducted are those primarily of national, state, county or city governments. Any lawful, compatible use may be carried out in this district.	N/A	N/A

As a note, there are two adjacent unrelated cases also being requested at the June 8 Planning & Zoning Commission meeting, which include:

- Future Land Use change from Neighborhood to Low Intensity for three properties located to the south and west of the subject property.
- Rezoning request from R-3 to Inst, Institutional for two properties located to the west of the subject property.

Staff Analysis

The subject property has and continues to function as a city drainage retention area. The G-U zoning district is intended to accommodate properties owned and operated by governmental agencies and is therefore more consistent with both the ownership and continuous use of the property.

The proposed rezoning is considered a zoning clean-up consistent with Section 122-259 of the City of Ocala Code of Ordinances. Pursuant to Section 122-259, public buildings or uses may be permitted within zoning districts where such uses are otherwise prohibited, subject to a public hearing before the Planning and Zoning Commission and approval by resolution of the City Council.

Due to DRA #320 being established in 1989, there is no record indicating the municipal drainage retention area was approved through the public use approval process outlined in Section 122-259. However, records do indicate that an associated permit for the regional stormwater system was established by Kimley-Horn in 1989 through the St. Johns River Water Management District under Permit No. 4-083-19651.

Factual Support

1. The requested rezoning is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

   a. Future Land Use Element Policy 6.6: Neighborhood: The intent of the Neighborhood category

is to identify and reserve predominantly residential and ancillary uses. Existing street pattern, tree canopy cover, character, and residential occupancy shall be considered when designating areas with the Neighborhood category. The form of buildings and development may be regulated by a Corridor Overlay. Residential is the primary use. Single family uses are allowed based on the Land Development Code, up to the maximum density permitted by the Comprehensive Plan. Multifamily uses shall be reviewed through the development process to determine compatibility, with specific approval criteria being further defined in the Land Development Code.

Concentrated areas of neighborhood-serving non-residential (e.g., commercial, office, institutional, educational facilities, recreational or cultural) facilities, at intensities compatible with surrounding neighborhoods, may be permitted. These uses are intended for locations on thoroughfares and collectors within the edges of the neighborhood districts. The type, size, location and justification for such non-residential facilities shall be based upon the existing and planned availability of supporting street networks, transit and other public facilities to promote convenience, reduced travel distance, conservation of energy, building and site design, as well as market demand for use as support to the surrounding neighborhood area and impact on the neighborhood residents.

There is no minimum density and intensity in this future land use category. The maximum density before any incentives is 5 dwelling units per gross acre for single family residential and 12 dwelling units per gross acre for multifamily residential. The maximum intensity before any incentives for non-residential development is 0.25 FAR. The location and application of incentives shall be set forth in the Land Development Code.

The subject property is currently utilized as a drainage retention area, has a Floor Area Ratio (FAR) of zero, and is proposed to remain as such. The existing Neighborhood Future Land Use designation does not establish a minimum density or intensity requirement and allows for both residential and non-residential uses. Amending the land use and zoning reflects the long term use of the property as a continuous public use that provides regional drainage solutions. Therefore, the existing use of the property is consistent with the proposed zoning district.

This request is also associated with a Future Land Use change from Neighborhood to Public. While the existing Neighborhood Future Land Use designation is compatible with the proposed zoning district, the Comprehensive Plan states that the Public Future Land Use category shall be used for parcels that are publicly owned and intended for use by the general public. These uses include publicly owned parks, active or passive recreational areas, educational facilities, conservation areas, and other forms of open space. As such, the proposed Public Future Land Use designation is more compatible with the GU zoning district and the property's existing use as a drainage retention area.

b. *Future Land Use Element Policy 12.1: The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation, and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City's Land Development Code.*

As identified in the Level of Service Analysis below, there appears to be adequate public facilities to service the subject properties.

2. The requested rezoning is consistent with the following Sections of the City of Ocala Code of Ordinances:

   a. *Section 122-244 - District criteria: Zoning districts allowed under each land use classification.*

Public	***G-U**, FBC*

   The requested G-U, Governmental Use, zoning district is consistent with the proposed Public Future Land Use Classification.

Level of Service Analysis

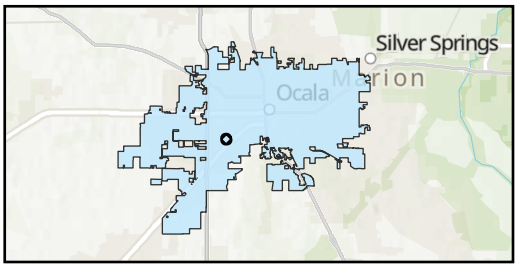
The proposed request is a City-initiated rezoning associated with an existing city owned drainage retention area and does not propose any new development or intensification of use on the subject property. The property is proposed to remain as a drainage retention area with a Floor Area Ratio (FAR) of zero. Therefore, the request is not anticipated to generate additional traffic, increase demand on public utilities, or negatively impact the adopted Levels of Service for transportation, potable water, sanitary sewer, or solid waste facilities. Any future changes to the use or development of the property would be subject to additional review and analysis at the time of application.

Staff Findings and Recommendation

- The proposed rezoning is consistent with the existing Neighborhood Future Land Use classification, pursuant to Section 122-244 of the Code of Ordinances, and is compatible with the surrounding area.
- Public Future Land Use category appropriate for the subject property pursuant to Section 122-244 of the Code of Ordinances, and the Comprehensive plan
- The G-U, Governmental Use, zoning district is appropriate with the existing and intended use of the subject properties.
- The subject property provides a public facility that addresses regional drainage and stormwater needs.

Staff Recommendation: ***Approval***

AERIAL MAP



Case Number: ZON26-0008

Parcel: 23476+001-00

Property Size: Approximately 4.6 Acres
Land Use Designation: Neighborhood
Zoning: R-1, Single Family
B-1A, Limited Neighborhood Business

Proposal: Request to change zoning from R-1 and B-1A to GU

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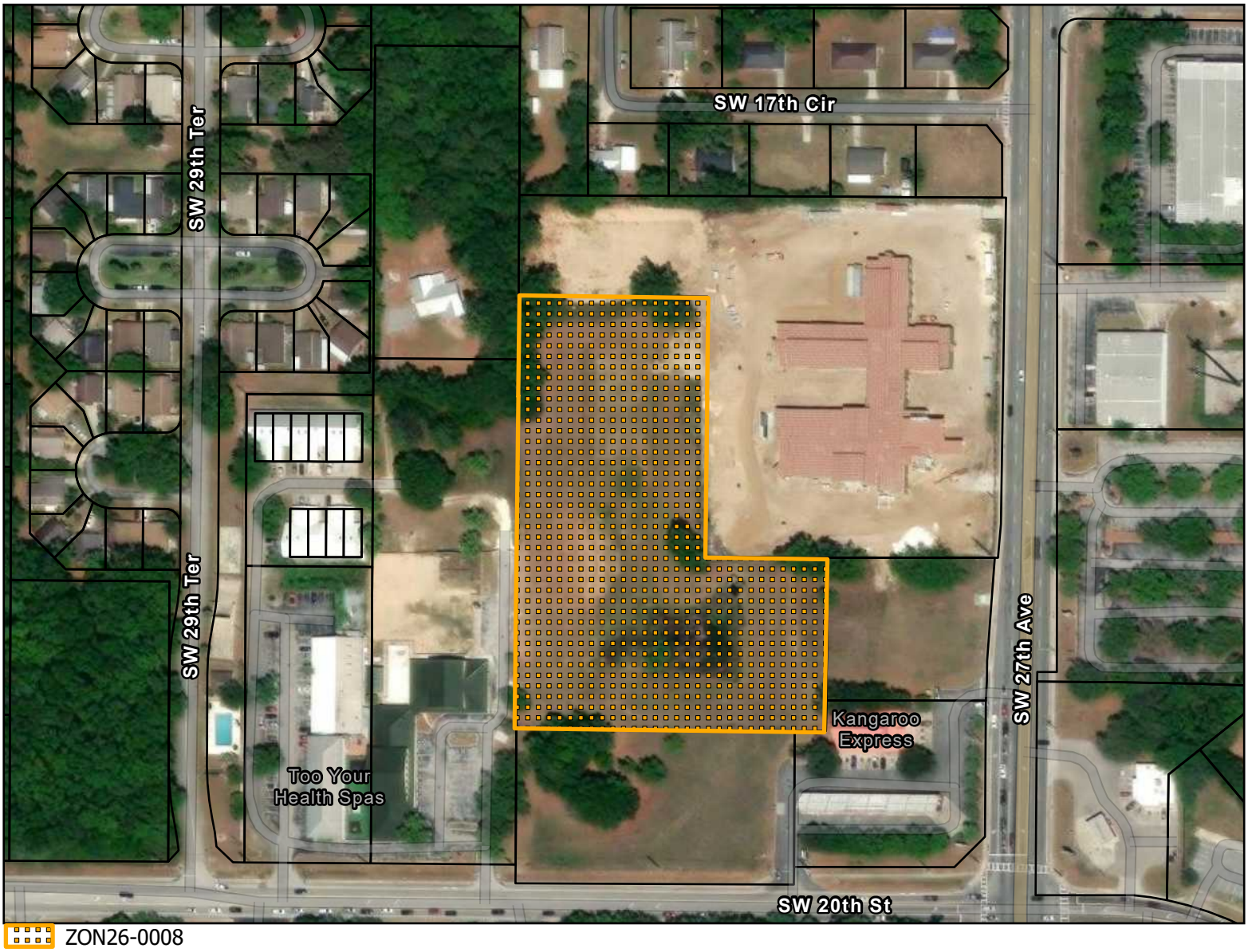

ZON26-0008

Parcels

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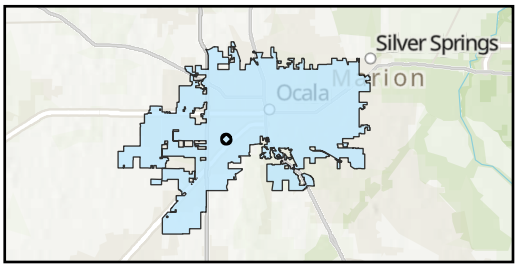
Prepared by the City of Ocala Growth Management Dept by ekrepps on 5/21/2026

CASE MAP



Case Number: ZON26-0008

Parcel: 23476+001-00

Property Size: Approximately 4.6 Acres
Land Use Designation: Neighborhood
Zoning: R-1, Single Family
B-1A, Limited Neighborhood Business

Proposal: Request to change zoning from
R-1 and B-1A to GU

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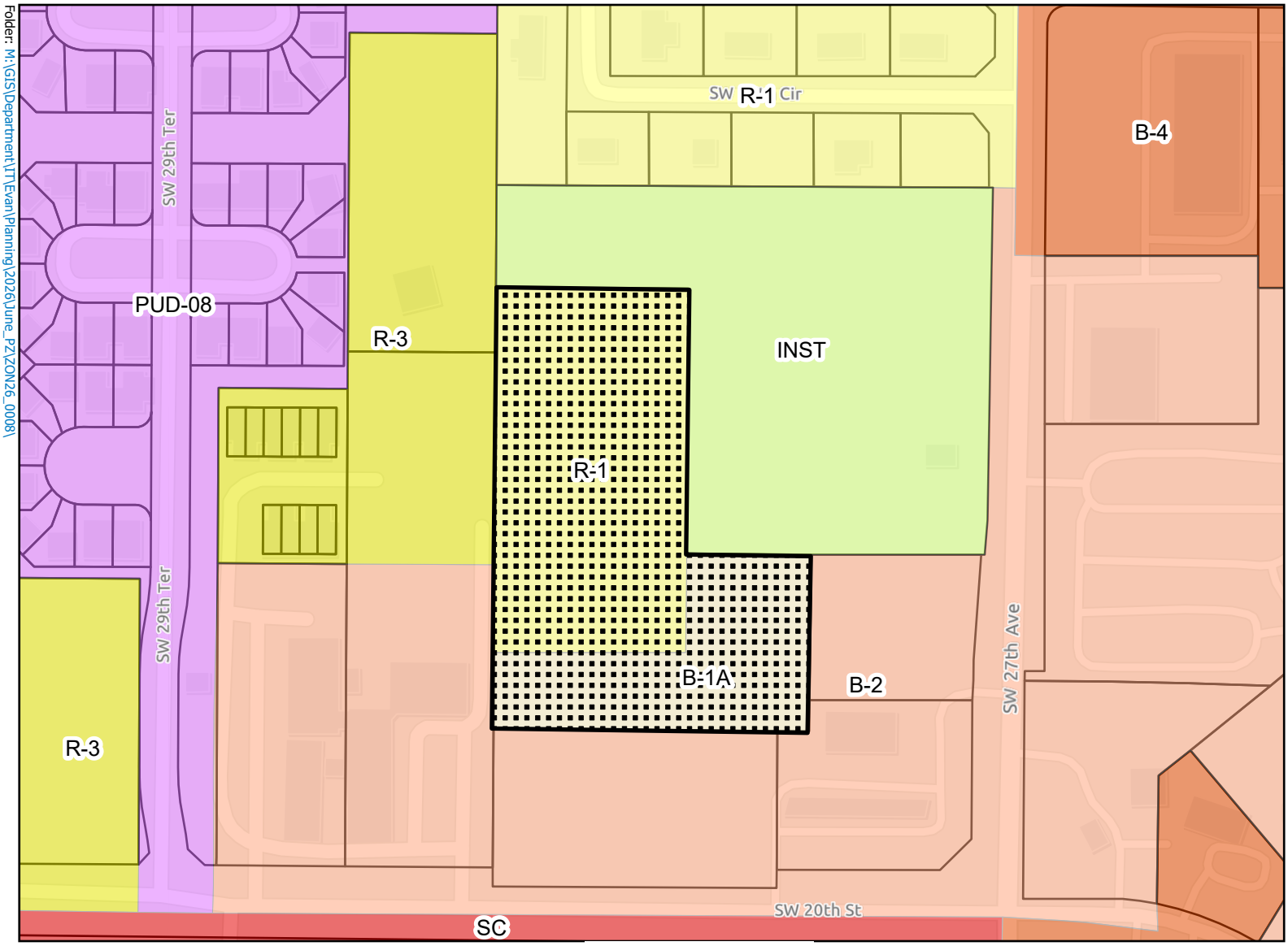

- B-1A:Limited Neighborhood Business
- B-2:Community Business
- B-4:General Business
- INST:Institutional
- PUD-08:Planned Unit Development-8 Units
- R-1:Single Family Residential
- R-3:Multi-Family Residential
- SC:Shopping Center
- Parcels
- ZON26-0008

0 225 450 900 Feet

N

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File #: ORD-2026-25 Agenda Item #: 8d.

Submitted By: Breah J Miller

Presentation By: Endira Madraveren

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Ordinance 2026-25 to change the Future Land Use designation from Neighborhood to Low Intensity, for property located in the 2800 block of SW 20th Street (Parcel 23472-003-00, 23472-002-00, and a portion of 23472-001-00), approximately 4.88 acres (Case LUC26-0004) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:

This is a joint application that includes two property owners: Z & T Partners, LLC and CLD Properties, LTD.

Key Points:

As indicated in Section 122-244(b), the B-2, Community Business zoning is not a permitted zoning district under the Neighborhood Future Land Use.

The applicant is requesting to change the Future Land Use designation from Neighborhood to Low Intensity to establish a future land use category that permits the existing B-2, Community Business zoning district, to establish consistency between future land use and zoning for the subject property.

A concurrent rezoning application from R-3, Multi-Family Residential to INST, Institutional has been submitted for the undeveloped portion (northern half) of Parcel 23472-001-00 and the entirety of parcel 23472-004-00.

Zoning and Land Use Factors for Consideration:

- The subject properties associated with this request include Parcels 23472-003-00, 23472-002-00, and approximately the southern half of portion of 23472-001-00. All three properties were annexed into the City limits in 1975.

    - Parcel 23472-003-00 encompasses approximately 1.54 acres and was developed approximately 10 years after annexation as part of the first phase of the Too Your Health Spa shopping plaza.

    - Parcel 23472-001-00 currently has split zoning of R-3, Multi-Family Residential and B-2, Community Business. The amendment includes approximately 1.54 acres (southern half) of the total 2.89-acre parcel. The property is currently developed with a part of the existing Too Your Health Spa building and a multi-unit shopping plaza developed in 2001.

    - Parcel 23472-002-00 encompasses approximately 1.54 acres and shares common ownership with the adjacent Kangaroo gas station property located to the east. The property currently shares a common driveway with the Kangaroo station and contains a donation box.

- The subject properties are currently zoned B-2, Community Business with the exception that the northern portion of Parcel 23472-001-00 (not part of the amendment) which has R-3 zoning.

- The B-2, Community Business zoning district is intended to accommodate community-serving commercial uses including retail sales, personal and business services, and office uses.

- The Neighborhood future land use designation allows a maximum density of five dwelling units per acre for single-family development, up to 12 dwelling units per acre for multi-family development, and a maximum floor area ratio (FAR) of 0.25. The proposed Low Intensity future land use has a minimum density and intensity of three dwelling units per acre (0.00 FAR), with a maximum of 18 dwelling units per acre (0.75 FAR).

Planning & Zoning Commission

Following the discussion, the Planning and Zoning Commission voted five to zero to recommend approval of the land-use change and the associated rezoning request.

FINDINGS AND CONCLUSIONS:

- The requested Low Intensity future land use designation is consistent with the existing commercial development pattern along SW 20th Street.

- The subject properties existing Neighborhood future land use designation is inconsistent with the existing B-2, Community Business zoning. Specifically, B-2 is not a permitted zoning district in the Neighborhood future land use category (Section 122-244(b)).

- The proposed amendment will provide consistency between the comprehensive plan and the city's land

development regulations, where Section 122-244(b), list the B-2 zoning district as a permissible district in the proposed Low Intensity future land use category.

- The request supports maintaining the established commercial corridor and surrounding Low Intensity development pattern.

- The proposed amendment is consistent with the applicable goals, objectives, and policies of the Comprehensive Plan and the city's Land Development Regulations.

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 2026-25

AN ORDINANCE AMENDING THE CITY OF OCALA, FLORIDA, COMPREHENSIVE PLAN FUTURE LAND USE MAP SERIES AS REQUIRED IN SECTION 163.3161 THROUGH AND INCLUDING SECTION 163.3248, FLORIDA STATUTES; DETAILING THE FUTURE LAND USE CHANGE (CASE NO. LUC26-0004); AMENDING THE FUTURE LAND USE MAP DESIGNATION FROM NEIGHBORHOOD TO LOW INTENSITY FOR PROPERTY LOCATED IN THE 2800 BLOCK OF SW 20TH STREET (PARCEL 23472-003-00, 23472-002-00, AND A PORTION OF 23472-001-00), APPROXIMATELY 4.88 ACRES; PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida adopted the Local Government Comprehensive Planning and Land Development Regulation Act of 1985, as contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, which required the City of Ocala, Florida, to prepare and adopt a comprehensive plan in accord with the requirements of the said act; and

WHEREAS, the City of Ocala has prepared a comprehensive plan which meets the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985; and

WHEREAS, the City of Ocala on October 22, 1991, adopted this plan including a Future Land Use Element consisting of a land use map series; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act of 1985 provides for the amendment of an adopted plan or element or portion thereof; and

WHEREAS, on October 19, 2010, City Council adopted the Ocala 2035 Vision; and

WHEREAS, one of the strategies of the Ocala 2035 Vision was to initiate Comprehensive Plan Amendments (adopted on January 22, 2013) to be consistent with the Ocala 2035 Vision.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF OCALA, FLORIDA, in regular session, as follows:

Section 1. The City of Ocala Comprehensive Plan, Future Land Use Element and Map Series is hereby amended as required by the Florida Local Government Comprehensive Planning and Land Development Regulation Act of 1985 contained in Section 163.3161 through and including Section 163.3248, Florida Statutes and pursuant to Section 106-38 of the Code of Ordinances, City of Ocala, Florida. The lands described below are hereby reclassified according to the City of Ocala Comprehensive Plan, Future Land Use Element as Low Intensity and the attached land use map is incorporated by reference into this ordinance:

Parcel NO. 23472-003-00:

THE SOUTH 37 FEET OF PARCEL 1 AND BEING A PORTION OF PARCEL 2 LYING NORTH OF S.W. 20TH STREET (RIGHT OF WAY WIDTH VARIES}, SWEETHAVEN 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT X, PAGE 110 OF THE PUBLIC RECORDS OF MARION COUNTY,FLORIDA, SAID LANDS BEING A PORTION OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION 23, TOWNSHIP 15 SOUTH, RANGE 21 EAST MARION COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE WEST BOUNDARY OF THE EAST 190 FEET OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23, SAID POINT ALSO BEING THE N.E. CORNER OF SAID SWEETHAVEN 1; THENCE ALONG SAID WEST BOUNDARY AND ALONG THE EAST BOUNDARY OF SAID SWEETHAVEN 1, S.00°3311611W., A DISTANCE OF 225.50 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG THE WEST BOUNDARY OF THE EAST 190 FEET OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23 AND ALONG THE EAST BOUNDARY OF SAID SWEETHAVEN 1, S.00°3311611W., A DISTANCE OF 388.88 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF AFOREMENTIONED S.W. 20TH STREET; THENCE DEPARTING THE WEST BOUNDARY OF THE EAST 190 FEET OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23 AND THE EAST BOUNDARY OF SAID SWEETHAVEN 1, ALONG

SAID NORTH RIGHT OF WAY LINE, N.89°22'48"W., A DISTANCE OF 165.72 FEET TO THE WEST BOUNDARY OF SAID SWEETHAVEN 1; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG SAID WEST BOUNDAY, N.00°31'37"E., A DISTANCE OF 389.05 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTH 37 FEET OF AFOREMENTIONED PARCEL 1 OF SAID SWEETHAVEN 1; THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID NORTH BOUNDARY, S.89°1910911 E., A DISTANCE OF 165.91 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 1.48 ACRES, MORE OR LESS.

Parcel NO. 23472-001-00 (Southern Portion):

COMMENCE AT THE N.E. CORNER OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23, SAID POINT ALSO BEING THE S.E. CORNER OF THE N.W. 1/4 OF THE N.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23; THENCE ALONG THE EAST BOUNDARY OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23, S.00°30'32"W., A DISTANCE OF 225.39 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID EAST BOUNDARY, S.00°30'32"W., A DISTANCE OF 389.14 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF S.W. 20TH STREET (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING SAID EAST BOUNDARY, ALONG SAID NORTH RIGHT OF WAY LINE, N.89°14'29"W., A DISTANCE OF 190.42 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST 190 FEET OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE S.E. 1/4 OF ~AID SECTION 23; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG SAID WEST BOUNDARY, N.00°33'16"E., A DISTANCE OF 388.88 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°19'09"E., A DISTANCE OF 190.11 FEET TO THE POINTOF BEGINNING. SAID LANDS CONTAINING 1.70 ACRES, MORE OR LESS

Parcel NO. 23472-002-00:

COMMENCE AT THE S.E. CORNER OF THE N.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23; THENCE ALONG THE SOUTH BOUNDARY OF THE N.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23, N.89°15'08"W., A DISTANCE OF 300.91 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.00°58'16"E., A DISTANCE OF 49.43 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF S.W. 20TH STREET (BEING A 100 FOOT RIGHT OF WAY), SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE ALONG SAID NORTH RIGHT OF WAY LINE, N.89°19'28"W., A DISTANCE OF 363.65 FEET TO THE S.E. CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4969, PAGE 61 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG THE EAST BOUNDARY OF SAID LANDS, N.00°27'35"E., A DISTANCE OF 178. 70 FEET TO THE S.W. CORNER OF A CITY OF OCALA WATER RETENTION AREA; THENCE DEPARTING THE EAST BOUNDARY OF SAID LANDS, ALONG THE SOUTH BOUNDARY OF SAID WATER RETENTION AREA, S.89°18'36"E., A DISTANCE OF 365.25 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, S.00°58'16"W., A DISTANCE OF 178.61 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 1.49 ACRES, MORE OR LESS.

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 Future Land Use Map of the City of Ocala is hereby amended to reflect the change in land use from Neighborhood to Low Intensity 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.

Section 8. The effective date of this small-scale development amendment shall be 31 days after adoption, unless the amendment is challenged pursuant to Section 163.3187(5), F.S. If challenged, the effective date of the amendment shall be the date a final order is issued by the state land planning agency, or the Administration Commission, finding the amendment in compliance with Section 163.3184, F.S. No development orders, development permits or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-6545.

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:	2026-25
Introduced:	7/21/2026
Adopted:	Click or tap to enter a date.
Legal Ad No:	Click or tap here to enter text.

Land Use Change Staff Report

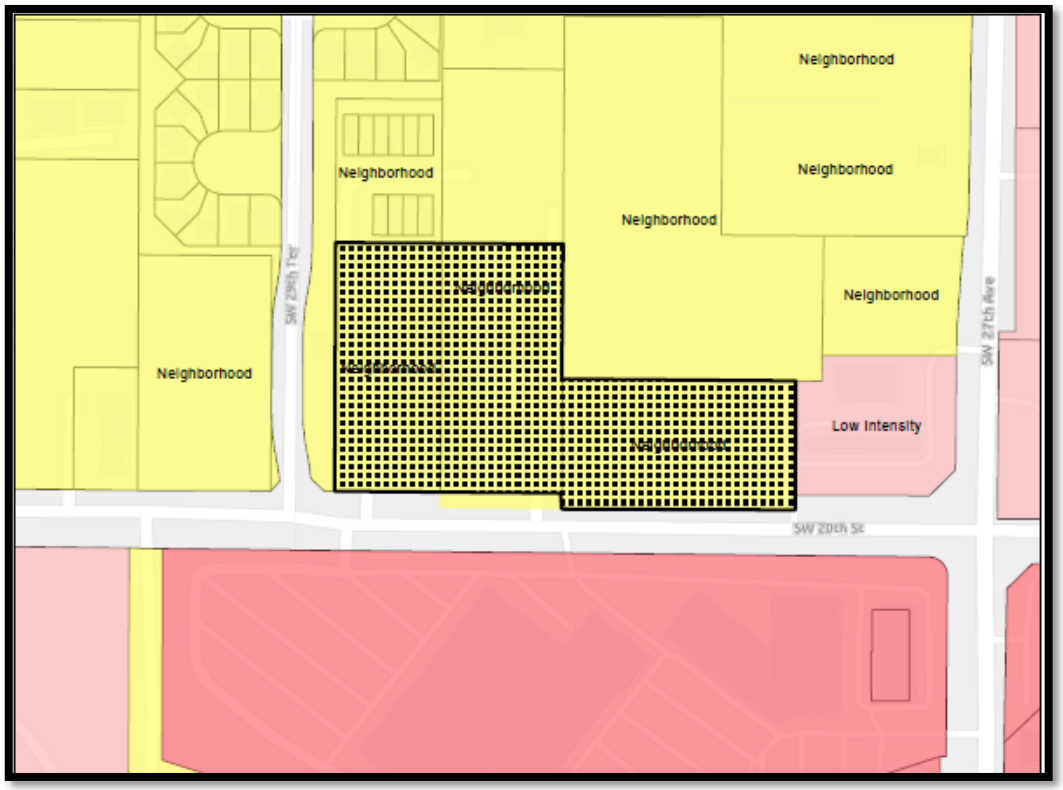
Case No. LUC26-0004
Planning & Zoning Commission: June 8, 2026
City Council (1st Reading): July 21, 2026
City Council (Adoption): August 4, 2026

Applicant/ Property Owner:	Z & T Partners, LLC and CLD Properties, LTD
Project Planner:	Breah Miller, Planner II
Amendment Request:	Change the Future Land Use designation for the subject property from Neighborhood to Low Intensity.

Parcel Information

Acres:	±4.88 acres
Parcel(s)#:	23472-003-00, 23472-002-00, and a portion of 23472-001-00
Location:	located in the 2800 block of SW 20th Street
Existing use:	Multi- use Complexes and Undeveloped
Future Land Use Designation:	Neighborhood
Zoning Designation:	B-2, Community Business District
Special District(s)/Plan(s):	N/A
Overlay(s):	N/A

Figure 1. Aerial Location Map



Section 1 - Applicant Request

The applicant is requesting to change the Future Land Use designation from Neighborhood to Low Intensity to establish consistency with the existing B-2, Community Business zoning district.

Section 2 - Background Information

The current designations of the properties are:

Zoning: **B-2, Community Business** district is intended for community businesses, including retail sales, personal and business services, and all office uses. Businesses shall be based on walk-in trade, rather than delivery of supplies and large commodities.

Future Land Use: **Neighborhood**, a maximum of 5 dwelling units per acre for single-family development and maximum of 12 dwelling units per acre for multi-family development, a maximum of 0.25 floor area ratio (FAR).

23472-003-00

The subject property encompasses approximately 1.54 acres and was annexed into the City limits in 1975. Approximately ten years after annexation, the property was developed as part of the first phase of a multi-use commercial complex known as the Too Your Health Spa shopping plaza. The remaining portion of the shopping plaza extends onto the neighboring property identified as Parcel 23472-001-00, which is also associated with this Future Land Use Map amendment request.

23472-001-00

The subject property encompasses approximately 2.89 acres and was annexed into the City limits in 1975. The property is currently split-zoned and developed with a portion of the Too Your Health Spa shopping plaza. The portion associated with this request is zoned B-2, Community Business approximately 1.54 acres, while the remaining 1.35-acre portion of the parcel, which is not included in this request, is zoned R-3, Residential District.

In 2001, the B-2 portion of the property was developed with a multi-use commercial complex, including an outdoor swimming pool and obstacle course associated with Too Your Health Spa.

23472-002-00

The subject property encompasses approximately 1.48 acres and was annexed into the City limits in 1975. The property shares common ownership with the parcel immediately to the east, which is developed with the Kangaroo gas station. The subject property currently contains a donation box servicing the adjacent gas station and is otherwise undeveloped.

Table 1: Adjacent Property Information:

Direction	Future Land Use	Zoning District	Current Use
North	Neighborhood	R-3, Multi- Family Residential	Sweet Haven Residences Single Family Residence

East	Low Intensity Neighborhood	B-2, Community Business B-1A, Limited Neighborhood Business R-3, Multi- Family Residential	Kangaroo Express City of Ocala DRA# 320
South	Medium Intensity/ Special District	SC, Shopping Center	Gaitway Plaza
West	Neighborhood	R-3, Multi- Family Residential	Undeveloped

There is an unrelated case also being requested at the June 8 Planning & Zoning Commission meeting, these include: a rezoning request of the remaining 1.35 acre portion of parcel 23742-001-00 and parcel 23742-004-00 from R-3 to Inst, Institutional for two properties located to the north of the subject properties.

Section 3 – Staff Analysis

The proposed Future Land Use Map amendment from Neighborhood to Low Intensity is consistent with the City of Ocala Comprehensive Plan and aligns with the existing development pattern along this segment of SW 20th Street. The West Ocala Vision & Community Plan (West Ocala Vision) identifies the area south of the subject properties as the College Park Medium Intensity/Special District with the subject properties identified as Neighborhoods District. The intent of the West Ocala Vision is to build community consensus and describe what the community desires to look like. While the request does not directly align with the West Ocala Vision it does provide for a transition from SW 20th Street and its commercial areas into the neighborhood land use area further north. SW 20th Street is classified as an urban collector roadway within the Transportation Map Series of the Comprehensive Plan and intersects SW 27th Avenue, which is classified as an urban minor arterial roadway. This intersection is approximately 245-ft east of the subject properties' eastern boundary and 1,000-ft east of the intersection of SW 20th Street and SW 29th Terrace. Along both sides of this segment of SW 20th Street, commercial development exists with a shopping center (College Park Medium Intensity/Special District) on the south side of SW 20th Street.

The subject properties are developed with commercial uses permitted within the existing B-2, Community Business zoning district. Additionally, the properties are contiguous to other commercially developed properties, including the adjacent Kangaroo Express site, which currently carries a Low Intensity Future Land Use designation.

The proposed amendment would establish consistency between the existing zoning and Future Land Use Map, as B-2 zoning districts are not consistent with the Neighborhood Future Land Use category. The request would also create a more cohesive land use pattern along the corridor while recognizing the established commercial character of the area.

The subject properties are located within an urbanized area currently served by existing roadway infrastructure, utilities, and public facilities necessary to support commercial development. Staff does not anticipate the proposed amendment will create significant impacts on public facilities or introduce an incompatible development pattern within the surrounding area.

Consistency with Comprehensive Plan:

The requested land use change is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

1. *Future Land Use Element Policy 6.6: 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 nonresidential 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.

   The minimum density and intensity in this future land use category is 3 dwelling units per gross acre or 0.00 FAR. The maximum density and intensity is 18 dwelling units per acre or 0.75 FAR.

   Increased density and intensity incentives may be approved for inclusion of workforce housing, green building and sustainable design standards, setting aside right-of-way for trails, employment-generating uses, exemplary urban design, or other benefits to the City as specified in the Land Development Code. The location and application of incentives shall be set forth in the Land Development Code.

   Staff Comment:

   Two of the subject properties are currently developed with commercial uses, including the existing Too Your Health Spa shopping plaza, which contains approximately 17,484 square feet of impervious surface area, while another parcel contains approximately 8,548 square feet of impervious surface area associated with existing site improvements. The remaining parcel is currently vacant. The existing development pattern within the area reflects commercial development consistent with the intent of the Low Intensity Future Land Use category, which is intended to accommodate office, commercial, institutional, and mixed-use development in areas generally oriented toward automobile travel.

   Additionally, the existing B-2, Community Business zoning designation is not consistent with

the current Neighborhood Future Land Use designation, as B-2 zoning districts are not permitted within the Neighborhood Future Land Use category. The proposed amendment would correct the existing inconsistency between the Future Land Use designation and zoning classification while recognizing the established commercial character of the corridor.

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 proposed Low Intensity Future Land Use designation would establish consistency between the existing B-2, Community Business zoning district and the Future Land Use Map.

   The properties are contiguous to commercially developed properties, including the adjacent Kangaroo Express property, which currently carries a Low Intensity Future Land Use designation. The proposed amendment would create a more compatible land use pattern along the corridor while recognizing the established commercial character of the area.

   Additionally, the subject properties are located within an urbanized area currently served by existing roadway infrastructure, utilities, and public facilities necessary to support commercial development. The request does not introduce a new or incompatible development pattern but rather aligns the Future Land Use with the existing zoning and surrounding commercial uses already present within the area.

3. Table 2: Existing and Proposed Land Use Standards

	Future Land Use Category	Permitted Land Uses	Allowable Density	Allowable FAR
Existing	Neighborhood	Residential Secondary Uses: Recreation, institutional, limited neighborhood-scale office and commercial, educational facilities	Up to 5 units/acre SFR; Multifamily up to 12 units/acre	Up to 0.25 FAR
Proposed	Low Intensity	Residential, office, commercial, public, recreation, institutional, light industrial, educational facilities	3 to 18 units/ acre	Up to 0.75 FAR

Section 5 - Level of Service (LOS) Analysis

The proposed Future Land Use Map amendment is not anticipated to create significant impacts on public facilities or services. SW 20th Street is currently operating above the adopted Level of Service standards, and two of the three subject properties are already developed with existing commercial uses and site improvements. Therefore, the request is not expected to create a substantial increase in traffic impacts beyond existing conditions.

One of the subject properties remains undeveloped; however, any future development of that parcel will be subject to additional development review and may require a traffic study to evaluate potential

transportation impacts and ensure compliance with the City's concurrency requirements.

City water and sanitary sewer services are currently available to the subject properties, and adequate capacity exists within the City's utility systems. Additional review of utility capacity will occur during future site plan review for any redevelopment or expansion of the existing uses. The proposed amendment is also not anticipated to negatively impact parks and recreation facilities, schools, solid waste services, or stormwater requirements.

A. Required Public Facilities (adopted LOS standards in the comprehensive plan):

Transportation: The properties are accessed from SW 20th Street, an urban collector roadway connecting to SW 27th Avenue and SW 37th Avenue. The 2023 congestion management data from the Ocala-Marion TPO for the affected roadway is provided below.

- **Adopted LOS / Available Capacity:**

Road/ Street Name	Lanes	Speed Limit	Functional Classification	Adopted LOS	LOS Capacity	2023 AADT	Existing LOS
SW 20 St	2	25 MPH	Collector	E	16,727	14,200	C

Developments proposing to generate 100 or more net new PM peak hour trips are required to submit a traffic study as part of the subdivision review.

LOS Impact: SW 20th Street is currently operating above the adopted Level of Service (LOS). However, two of the three subject properties are already developed with existing commercial uses and associated site improvements. Therefore, the proposed Future Land Use Map amendment is not anticipated to result in a significant increase in traffic impacts to SW 20th Street beyond existing conditions.

At the time of future development, a traffic study may be required to evaluate potential transportation impacts and ensure compliance with the City's adopted Level of Service standards and concurrency requirement.

Potable Water: City utilities are available at this location; connections will be determined during the site plan review process. A city water main runs along SW 20th Street.

- *Adopted Level of Service (LOS) Potable Water:* 300 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 167 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of the City's water system is 24.4 million gallons daily (mgd).

LOS Impact: Additional demand is not contemplated as a result of the proposed land use change. A capacity analysis will be required at the time of site plan review for any future development.

Sanitary Sewer: Nearby properties are currently served by City of Ocala Utilities, and utility connections will be reviewed during the site plan process. A City gravity sewer main is located approximately north of subject property 23472-002-00, connecting to SW 27th Avenue.

- *Adopted Level of Service (LOS) Sanitary Sewer:* 250 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 80 gallons per capita daily (gpcd).

- *Available Capacity:* Capacity is available. The permitted capacity of Water Reclamation Facility #2 is 6.5 million gallons daily (mgd) and the permitted capacity of Water Reclamation Facility #3 is 4.0 million gallons daily (mgd).

LOS Impact: Additional demand is not contemplated as a result of the proposed rezoning. Water Resources staff has indicated the approximate daily flows are 6.6 mgd leaving a remaining capacity of approximately 3.9 mgd; additional capacity analysis will be required at the time of site plan review for any expansion of the existing uses or future redevelopment.

Solid Waste: The subject property is located within the City's service area; refuse pickup will be determined during the site plan review process.

- *Adopted Level of Service (LOS) Solid Waste:* 3.54 pounds per capita per day for residential development.

LOS Impact: Solid waste is transported to facilities outside of the city, the capacity of these facilities is under other jurisdiction.

Parks and Recreation Facilities:

- *Adopted Level of Service (LOS) Solid Waste:* 4.6 developed park acres per 1,000 population for each Regional Park Service Area (RPSA).
- *Available Capacity:* Capacity is available. The City's population of 69,283 requires 318.70 developed park acres. The city currently owns and maintains 622.27 developed park acres, pursuant to the Spring 2025 Activity Guide released by the Recreation and Parks Department.

LOS Impact: The proposed land use change is not anticipated to create additional demand for parks and recreation facilities within the northeast quadrant of the City.

B. Other Public Facilities:

The following public facilities do not have adopted Level of Service standards and are provided as additional information.

Stormwater: The subject property is not located within a Flood Zone. Any future development must retain runoff on-site to match pre-development conditions. Facilities must be designed to provide flood protection for a 100 year, 24-hour storm event and subsequent 14-day recovery.

Electric: The subject properties are within the Ocala Electric Utility service territory.

Fiber: Service is not currently available at this location.

Fire Service: Ocala Fire Rescue Station #4 is located approximately .42 miles from the subject property. This distance does not exceed the desired industry standard of 1.5 miles for fire service.

Schools: The proposed amendment is not anticipated to impact the schools servicing this area. There is currently not a proposed number of units for future development.

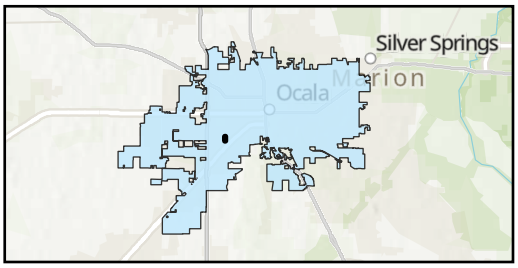
Section 6 - Staff Findings and Recommendation

- The requested Low Intensity Future Land Use designation is consistent with the existing commercial development pattern along SW 20th Street.
- The proposed amendment establishes consistency between the existing B-2 zoning district and the Future Land Use Map.

- The request supports the established commercial corridor and surrounding Low Intensity development pattern.
- The proposed amendment is consistent with the applicable goals, objectives, and policies of the Comprehensive Plan.

Staff Recommendation:	**Approval of LUC26-0004**

AERIAL MAP



Case Number: LUC26-0004

Parcel: 23472-001-00, 23472-003-00, 23472-002-00

Property Size: Approximately 4.88 Acres

Land Use Designation: Neighborhood

Zoning: R-3, Multi-Family Residential & B-2, Community Business

Proposal: Request to change land use from neighborhood to low intensity

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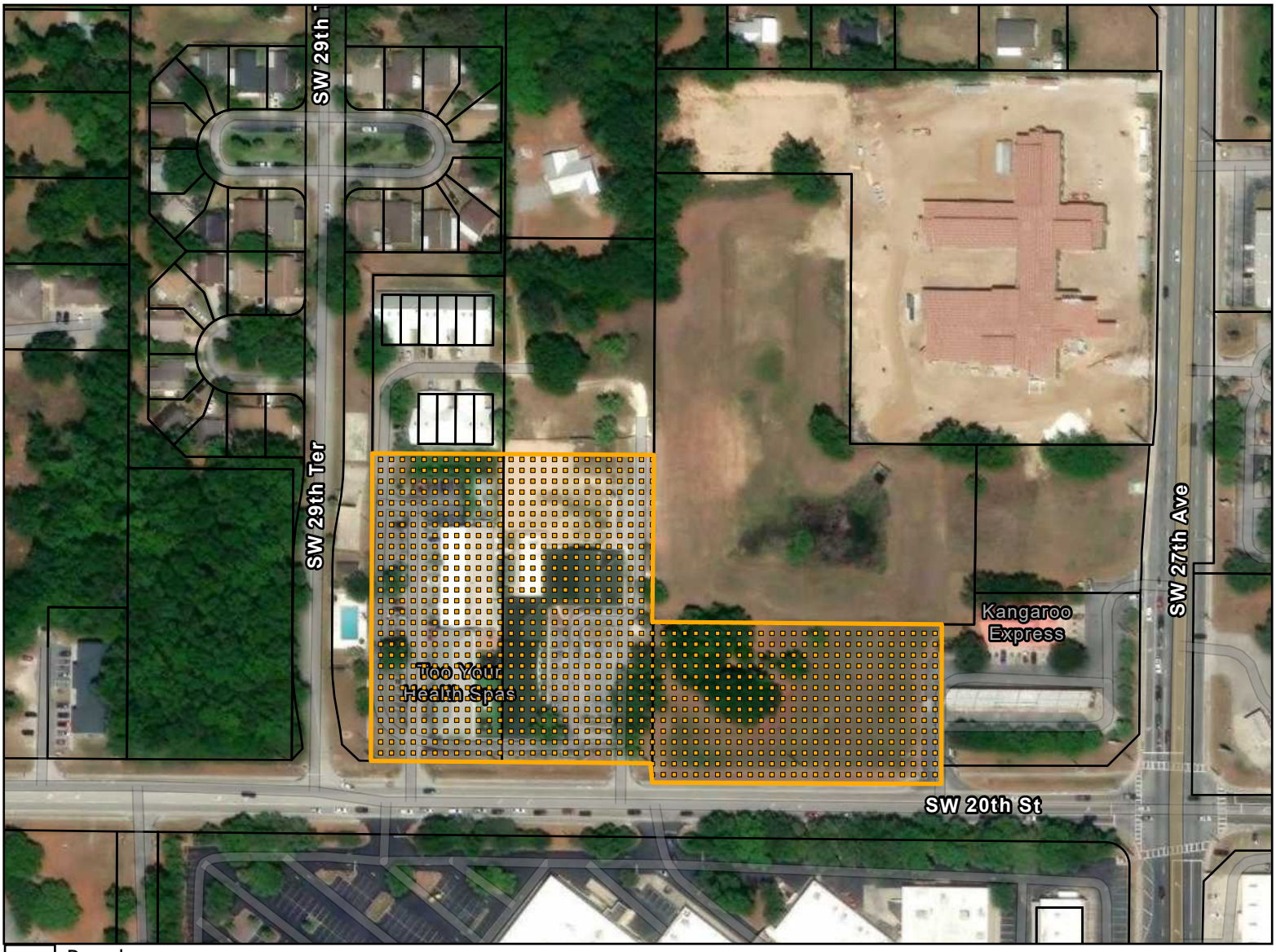


Parcels

LUC26-0004

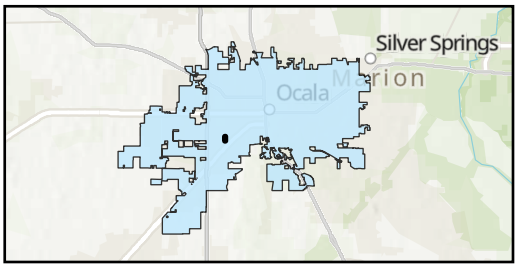
0 220 440 880 Feet

N

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 Dept by ekrepps on 5/20/2026

CASE MAP



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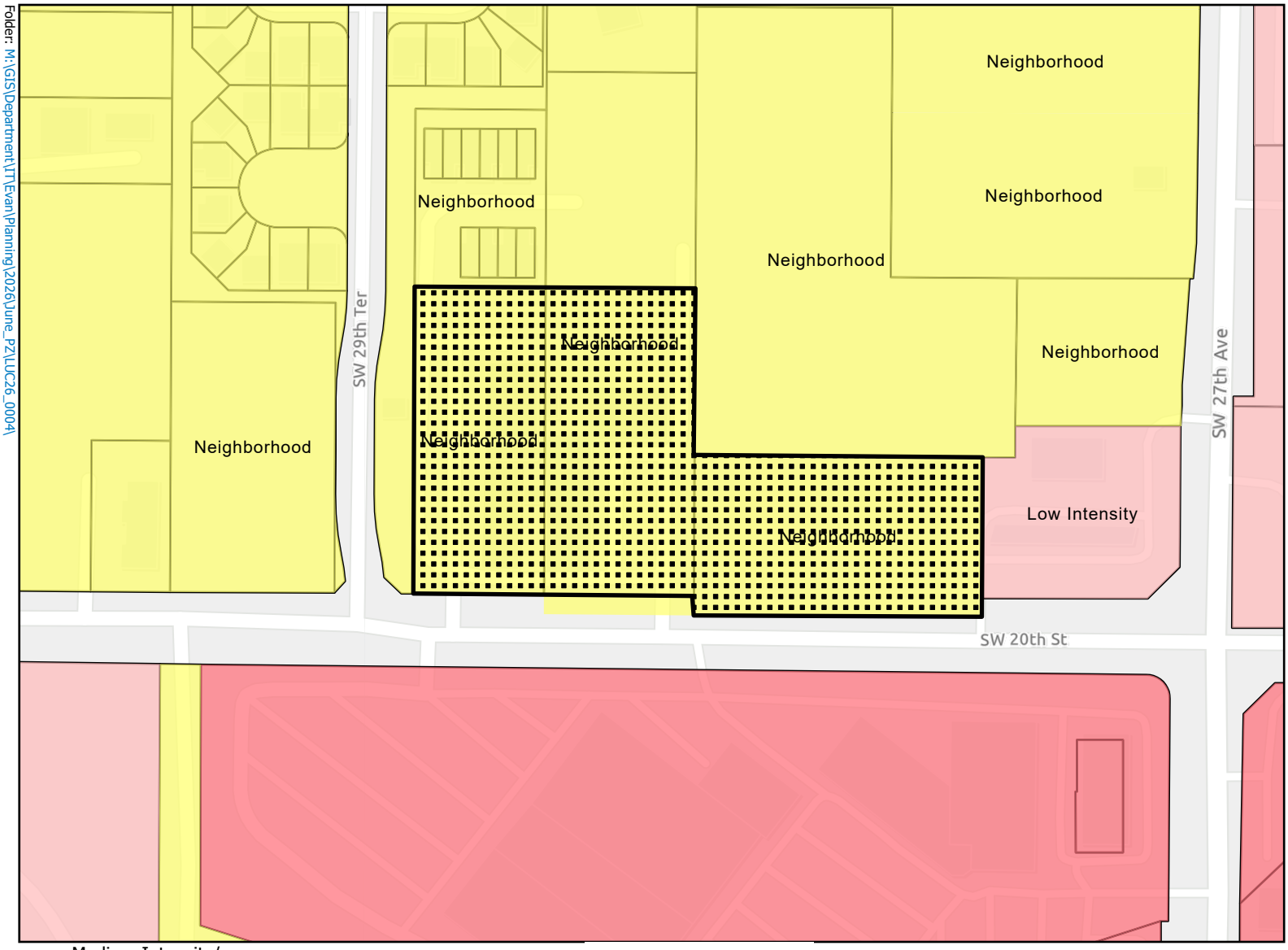

Medium Intensity/ Special District
Low Intensity
Neighborhood
Parcels
LUC26-0004

0 220 440 880 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 Dept by ekrepps on 5/20/2026

File #: ORD-2026-26 Agenda Item #: 8e.

Submitted By: Breah J Miller

Presentation By: Endira Madraveren

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Ordinance 2026-26 to rezone from R-3, Multi-Family Residential District, to INST, Institutional District, for properties located in the 2800 block of SW 20th Street (Parcel 23472-004-00 and a portion of 23472-001-00), approximately 2.99 acres (Case ZON26-0009) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Petitioner and Property Owner: Z&T Partners, LLC
- Agent: Gray, Ackerman & Haines, P.A., Tim Haines

Key Points:

The applicant is requesting to rezone approximately 2.99-acres, the northern 1.19-acre portion of parcel 23472-001-00 and all of parcel 23472-004-00 (1.8 acres) from R-3, Multi-Family Residential.

Zoning and Land Use Factors for Consideration:

Parcel 23472-001-00

- This request affects only the northern 1.19 acres of the 2.89-acre property which is currently zoned R-3, Multi-Family Residential. The remaining southern portion will retain its current zoning, B-2, Community Business.

- The subject property was annexed into the City in 1975.

- In 2001, a multi-use complex was developed on the southern B-2 portion of the property, which is not affected by this request.

Parcel 23472-004-00

- This request includes the entire parcel, approximately 1.8 acres, from R-3, Multi-Family Residential to INST, Institutional.

- The subject property was rezoned to the PUD-8 zoning district in the 1980s as part of the La Jolla PUD.

- In May 2006, the property was rezoned to R-3, Multi-Family Residential zoning district.

- The existing single-family residence constructed in 1977 remains on the property. A single-family residence is a permitted accessory use in the INST (Institutional) zoning when associated with a church/place of worship or a school site.

- The property is landlocked and does not have frontage along SW 20th Street; future development must meet all applicable Land Development Regulations.

Planning & Zoning Commission

Following the discussion, the Planning and Zoning Commission voted five to zero to recommend approval of the rezoning request.

FINDINGS AND CONCLUSIONS:

- The proposed rezoning is consistent with the existing Neighborhood Future Land Use designation, pursuant to Section 122-244 of the Code of Ordinances, and is consistent with the surrounding area.

- Future development of the property must meet all applicable Land Development Regulations.

- City utilities service the subject property, and adequate public facilities exist to service any future development.

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 2026-26

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING THE ZONING REZONE FROM R-3, MULTI-FAMILY RESIDENTIAL, TO INST, INSTITUTIONAL, FOR CERTAIN PROPERTY LOCATED AT 2781 SW 20TH STREET & NORTHERN PORTION OF 2801 SW 20TH STREET (PARCEL 23472-004-00 & A PORTION OF 23472-001-00), APPROXIMATELY 2.99 ACRES (CASE NO. ZON26-0009); 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 INST, Institutional:

PARCEL 1:

THE SOUTH 458.53 FEET OF THE EAST 190 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE EAST 190 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, LESS AND EXCEPT ANY PART LYING OR BEING IN RIGHT-OF-WAY FOR SOUTHWEST 20TH STREET, A/K/A AIRPORT ROAD.

LESS AND EXCEPT LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1747, PAGE 1729, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 15 SOUTH, RANGE 21 EAST, IN MARION COUNTY, FLORIDA; THENCE NORTH 0°, 31', 30" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 25.00 FEET TO A POINT ON A LINE PARALLEL WITH AND NORTHERLY 25.00 FEET FROM THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 89°, 19', 47" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 190.00 FEET TO THE WEST LINE OF THE EAST 190.00 FEET OF SAID SOUTHWEST QUARTER, THENCE NORTH 0°, 31', 30" EAST ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO A LINE PARALLEL WITH AND NORTHERLY 50.00 FEET FROM THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89°, 19', 47" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 190.00 FEET TO SAID EAST LINE OF SAID SOUTHWEST QUARTER, THENCE SOUTH 0°, 31', 30" WEST A DISTANCE OF

25.00 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

THE NORTH 410.38 FEET OF THE SOUTH 458.53 FEET OF THE EAST 190.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

PARCEL 2:

THE NORTH 410.38 FEET OF THE SOUTH 458.53 FEET OF THE EAST 190.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

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 R-3, Multi-Family Residential District, to INST, Institutional 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: **CITY OF OCALA**

By:
Angel B. Jacobs
City Clerk

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:	2026-26
Introduced:	7/21/2026
Adopted:	Click or tap to enter a date.
Legal Ad No:	Click or tap here to enter text.

Rezoning Staff Report

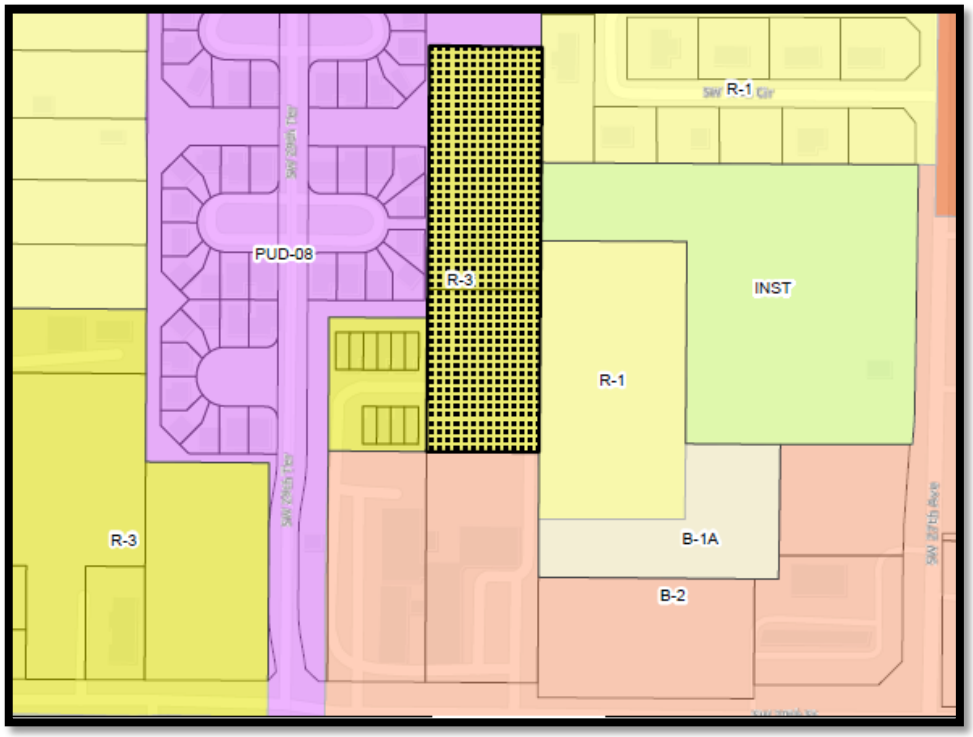
Case No. ZON26-0009
Planning & Zoning Commission: June 8, 2026
City Council (1st Reading): July 21, 2026
City Council (Adoption): August 4, 2026

Applicant:	Z&T Partners, LLC
Property Owner:	Z&T Partners, LLC
Project Planner:	Breah Miller, Planner II
Amendment Request:	Rezone from R-3, Multi-Family Residential, to INST, Institutional

Parcel Information

Acres:	±2.99 acres
Parcel(s)#:	23472-004-00 & A portion of 23472-001-00
Location:	2781 SW 20th Street & northern portion of 2801 SW 20th Street
Existing use:	Multi-Use Complex & Single-Family Residence
Future Land Use Designation:	Neighborhood
Zoning Designation:	R-3, Multi-Family Residential & B-2, Community Business
Special District(s)/Plan(s):	N/A
Approved Agreement(s):	N/A

Figure 1. Aerial Location Map



Section 1 - Applicant Request

The applicant is requesting to rezone the northern 1.19-acre portion of parcel 23472-001-00 and all of parcel 23472-004-00 from R-3, Multi-Family Residential, to INST, Institutional.

Section 2 - Background Information

Parcel 23472-001-00

The subject portion encompasses approximately 1.19 acres and is currently undeveloped. The subject portion is zoned R-3, Multi-Family Residential, while the remaining portion of the parcel (1.7 acres), which is not included in this request, is zoned B-2, Community Business, resulting in the property being split-zoned. The property was annexed into the City limits in 1975.In 2001, the B-2 portion of the property was developed with a multi-use commercial complex.

Parcel 23472-004-00

The subject property encompasses approximately 1.79 acres and was annexed into the City limits in 1975. Approximately two years following annexation, the property was developed with a single-family residence. During the 1980s, the property was rezoned to the PUD-8 zoning district as part of the La Jolla PUD. However, the 1.79-acre subject site was not included within the recorded PUD plat or subdivision.

In April 2006, a request to rezone the property from PUD-8 to R-3, Multi-Family Residential, for the proposed development of an assisted living facility was presented to City Council.

City Council approved the rezoning from PUD-8 to R-3 on May 8, 2006. Although the rezoning was approved, the proposed assisted living facility was never developed, and the existing single-family residence remains on the property.

Table 1: Adjacent Property Information:

Direction	Future Land Use	Zoning District	Current Use
North	Neighborhood	PUD-08, Planned Unit Development	Single-Family Residences
East	Neighborhood	INST, Institutional R-1, Single Family Residential	City Owned Water Retention Area
South	Neighborhood	B-2, Community Business	Multi- Use Complex
West	Neighborhood	PUD-08, Planned Unit Development	Single-Family Residences

The existing R-1, Single-family Residential, property located east of the subject property, referenced

in the previous adjacent property information chart, is currently scheduled to be heard at the June 8th Planning and Zoning Commission meeting for a rezoning from R-1, Single-family Residential, to GU, Government Use, along with an associated Future Land Use amendment. However, the request is unrelated to the subject application.

Section 3 – Staff Analysis

The request includes the entirety of Parcel 23472-004-00, consisting of approximately 1.79 acres, and the northern 1.19-acre portion of Parcel 23472-001-00. The subject properties are currently zoned R-3, Multi-Family Residential, and are proposed to be rezoned to INST, Institutional, while maintaining the existing Neighborhood Future Land Use designation. Therefore, the requested zoning district is consistent with the Neighborhood Future Land Use category.

The INST zoning district is intended to accommodate institutional type uses designed to minimize impacts on adjacent properties while utilizing existing infrastructure and public facilities. Compared to the existing R-3 district in the Permitted Use Table below, the proposed INST district permits fewer uses overall but introduces institutional, educational, healthcare, recreational, and personal service-related uses. The INST district also requires a larger minimum lot area while maintaining the same maximum building height of 50 feet.

Parcel 23472-004-00 does not have adequate frontage for independent development. Therefore, future development would require either combination with Parcel 23472-001-00 or joint development under a single site plan that satisfies the Land Development Regulations.

The southern portion of Parcel 23472-001-00 is proposed to remain zoned B-2, Community Business, resulting in a split zoning district to allow the southern portion of the parcel to retain the ability to accommodate commercial uses. The lot width is met with both the B-2, Community Business and INST, Institutional zoning districts with a lot width of approximately 190-ft. Staff finds the proposed zoning pattern to remain compatible with the surrounding development pattern.

Additionally, the existing single-family residence located on Parcel 23472-004-00 is a permitted accessory use in the INST, Institutional zoning when associated with a church/place of worship or school site. If approved, the residence would be able to remain on the property as an accessory permitted use due to the existence of a school currently operating on-site. Should a school or church/place of worship cease to exist on the property, the only other single-family use permitted is the operation of a community residential home with a maximum of 12 unrelated residents.

Consistency with Comprehensive Plan:

The requested rezoning is **inconsistent** with the following Objectives and Policies of the City of Ocala Future Land Use Element:

1. <u>Future Land Use Element Policy 6.4: Neighborhood.</u> *The intent of the Neighborhood category is to identify and reserve predominantly residential and ancillary uses. Existing street pattern, tree canopy cover, character, and residential occupancy shall be considered when designating areas with the Neighborhood category. The form of buildings and development may be regulated by a Corridor Overlay. Residential is the primary use. Single family uses are allowed based on the Land Development Code, up to the maximum density permitted by the Comprehensive Plan. Multifamily uses shall be reviewed through the development process to determine compatibility, with specific approval criteria being further defined in the Land Development Code.*

   Concentrated areas of neighborhood-serving non-residential (e.g., commercial, office,

institutional, educational facilities, recreational or cultural) facilities, at intensities compatible with surrounding neighborhoods, may be permitted. These uses are intended for locations on thoroughfares and collectors within the edges of the neighborhood districts. The type, size, location and justification for such non-residential facilities shall be based upon the existing and planned availability of supporting street networks, transit and other public facilities to promote convenience, reduced travel distance, conservation of energy, building and site design, as well as market demand for use as support to the surrounding neighborhood area and impact on the neighborhood residents.

The Neighborhood category is generally characterized as a walkable form with unique and identifiable neighborhoods where the predominant land use is residential and the primary modes of transportation include walking, bicycles, automobiles, and bus transit. Buildings are generally low and mid-rise in character. Housing types associated with this category are predominately single family detached homes, attached homes like row houses or townhomes, and garden style multifamily buildings. The history, character, and connectivity of existing neighborhoods should be considered when evaluating development proposals. Higher densities on existing small lots may be allowed in order to create a mix and diversity of housing types.

Parks and open spaces ranging in size should be provided throughout the Neighborhood land use category areas. Stormwater management facilities should be designed as recreational amenities and included in parks and open spaces. Public parks or open spaces should be located within walking distance of the majority of housing units within neighborhoods. Parking for non-residential uses will be limited and located on the street and in the rear of the building screened from surrounding residential uses. Non-residential uses should be accessible by sidewalks, bikeways and public transit.

There is no minimum density and intensity in this future land use category. The maximum density before any incentives is 5 dwelling units per gross acre for single family residential and 12 dwelling units per gross acre for multifamily residential. The maximum intensity before any incentives for non-residential development is 0.25 FAR. The location and application of incentives shall be set forth in the Land Development Code.

Staff Comment:

The proposed rezoning is consistent with Future Land Use Element Policy 6.4, Neighborhood. While residential development remains the primary intent of the Neighborhood Future Land Use category, the policy also permits neighborhood-serving institutional and educational uses when compatible with surrounding development. The proposed INST zoning district is permitted within the Neighborhood Future Land Use category and is intended to accommodate institutional type uses designed to minimize impacts on adjacent properties. Additionally, the subject property is located along SW 20th Street, consistent with the policy's intent for non-residential uses to be located along roadway corridors and at the edges of neighborhood areas. The request maintains consistency with the surrounding development pattern and existing infrastructure.

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 proposed rezoning is consistent with Future Land Use Element Objective 14, as the request is compatible with the Future Land Use Map and surrounding development pattern. The proposed INST zoning district is permitted within the Neighborhood Future Land Use category and is intended to accommodate institutional type uses while minimizing impacts on adjacent properties. Additionally, the subject property is located within an area served by existing public infrastructure and facilities, and no issues related to topography or soil conditions have been identified at this time.

Consistency with Land Development Regulations:

The requested rezoning is consistent with the following Sections of the City of Ocala Code of Ordinances:

1. *Section 122-244 - District criteria: Zoning districts allowed under each land use classification.*

Neighborhood	R-1, R-1A, R-1AA, R-2, R-3, RZL, RBH-1, RBH-2, RBH-3, OH, RO, B-1, B-1A, G-U, **INST**, A-1***, PD, FBC

Staff Comment: The requested INST zoning district is allowed within the existing Neighborhood Future Land Use designation.

Table 2: Existing and Proposed Zoning District Standards

	Zoning District	Intent and Purpose	Minimum Lot Area (square feet)	Maximum Building Height (feet)
Existing	R-3, Multi-Family Residential	Intended to be a multi-family area, including higher residential densities in accordance with the comprehensive plan. This district shall allow single-family, two-family and multi-family dwellings, residence-offices and residence-galleries. Professional and business offices that are of compatible scale and intensity may be allowed as special exceptions by the board of adjustment.	7,500	50-feet
Proposed	INST, Institutional	The purpose of this district is to ensure that institutional uses such as churches, schools, and hospitals meet the following criteria: minimum of one acre; designed and located to make efficient use of the land and infrastructure (roads, water, sewer stormwater and recreation); and minimal impact on adjacent and nearby uses	44,000	50-feet

Staff Comment:

The proposed rezoning would reduce the residential density currently permitted under the R-3 zoning district by eliminating multifamily residential development opportunities. While the INST district introduces institutional-related uses not currently permitted within the existing zoning classification, the district is intended to ensure development occurs at a scale and intensity compatible with surrounding properties. Additionally, the INST district requires a significantly larger minimum lot area than the existing R-3 district while maintaining the same maximum building height of 50 feet. The proposed INST zoning district to be compatible with the surrounding neighborhood development pattern and consistent with the intent of the Neighborhood Future Land Use designation.

Section 5 - Level of Service (LOS) Analysis

The subject property is served by existing public infrastructure and utilities, including water, sewer, solid waste, and electric services. Existing access is currently controlled through private agreements a lot reconfiguration or future development under a single site plan will be required to address requirements of the Land Development Regulations. Staff has identified available capacity for potable water, sanitary sewer, and parks and recreation facilities. Additional review and capacity analysis will be required at the time of future site plan review or redevelopment.

A. Required Public Facilities (adopted LOS standards in the comprehensive plan):

Transportation: Parcel 23472-004-00 does not have direct access to SW 20th Street. Access to the parcel was established through a private agreement with Parcel 23472-001-00 that is not regulated by the City of Ocala. The property is accessed from SW 20th Street, a collector roadway connecting to SW 27th Avenue and SW 37th Avenue. The 2023 congestion management data from the Ocala-Marion TPO for the affected roadway is provided below.

- **Adopted LOS / Available Capacity:**

Road/ Street Name	Lanes	Speed Limit	Functional Classification	Adopted LOS	LOS Capacity	2023 AADT	Existing LOS
SW 20 St	2	25 MPH	Collector	E	16,727	14,200	C

Developments proposing to generate 100 or more net new PM peak hour trips are required to submit a traffic study as part of the subdivision review.

LOS Impact: The affected segment of SW 20th Street is currently operating above the adopted Level of Service. Therefore, a traffic study will be required prior to future development of the subject property. Existing access agreements establish ingress and egress over and across Parcel 23472-001-00 and prohibit access through La Jolla for Parcel 23472-004-00. However, as these are private agreements, a formal easement or lot reconfiguration will be required to address access and circulation prior to future development.

Potable Water: City utilities are available at this location; connections will be determined during the site plan review process. A city water main runs along SW 20th Street.

- *Adopted Level of Service (LOS) Potable Water:* 300 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 167 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of the City's water system is 24.4 million gallons daily (mgd).

LOS Impact: Additional demand is not contemplated as a result of the proposed rezoning. A capacity

analysis will be required at the time of site plan review for any future development.

Sanitary Sewer: Nearby properties are currently served by City of Ocala Utilities, and utility connections will be reviewed during the site plan process. A City gravity sewer main is located approximately 25 feet east of Parcel 23472-004-00, along the southern boundary of the adjacent property connecting to SW 27th Avenue.

- *Adopted Level of Service (LOS) Sanitary Sewer:* 250 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 80 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of Water Reclamation Facility #2 is 6.5 million gallons daily (mgd) and the permitted capacity of Water Reclamation Facility #3 is 4.0 million gallons daily (mgd).

LOS Impact: Additional demand is not contemplated as a result of the proposed rezoning. Water Resources staff has indicated the approximate daily flows are 6.6 mgd leaving a remaining capacity of approximately 3.9 mgd; additional capacity analysis will be required at the time of site plan review for any expansion of the existing uses or future redevelopment.

Solid Waste: The subject property is located within the City's service area; refuse pickup will be determined during the site plan review process.

- *Adopted Level of Service (LOS) Solid Waste:* 3.54 pounds per capita per day for residential development.

LOS Impact: Solid waste is transported to facilities outside of the city, the capacity of these facilities is under other jurisdiction.

Parks and Recreation Facilities:

- *Adopted Level of Service (LOS) Solid Waste:* 4.6 developed park acres per 1,000 population for each Regional Park Service Area (RPSA).
- *Available Capacity:* Capacity is available. The City's population of 69,283 requires 318.70 developed park acres. The city currently owns and maintains 622.27 developed park acres, pursuant to the Spring 2025 Activity Guide released by the Recreation and Parks Department.

LOS Impact: The proposed rezoning is not anticipated to create additional demand for parks and recreation facilities within the northeast quadrant of the City.

B. Other Public Facilities:

The following public facilities do not have adopted Level of Service standards and are provided as additional information.

Stormwater: The subject property is not located within a Flood Zone. Any future development must retain runoff on-site to match pre-development conditions. Facilities must be designed to provide flood protection for a 100 year, 24-hour storm event and subsequent 14-day recovery.

Electric: The subject properties are within the Ocala Electric Utility service territory.

Fiber: Service is not currently available at this location.

Fire Service: Ocala Fire Rescue Station #4 is located approximately .42 miles from the subject property. This distance does not exceed the desired industry standard of 1.5 miles for fire service.

Schools: The proposed amendment is not anticipated to impact the schools servicing this area. There is currently not a proposed number of units for future development.

Section 6 - Staff Findings and Recommendation

- The proposed rezoning is consistent with the existing Neighborhood Future Land Use designation, pursuant to Section 122-244 of the Code of Ordinances, and is consistent with the surrounding area.
- Future development of the property shall meet all applicable Land Development Regulations.
- The subject property is serviced by city utilities, and adequate public facilities exist to service any future development.

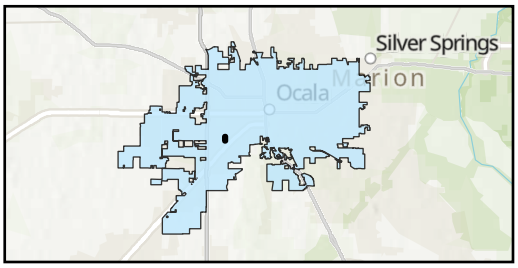
Staff Recommendation: Approval

Exhibit A. Permitted Uses Table

Permitted Use Type	R-3, Multi-Family Residential	INST, Institutional
Residential Operation	• Bed and breakfast • Community residential home (max 12 residents) • Home occupation • Fraternity or sorority house* • Residence – Gallery* • Residence – Office* Rooming/boarding house*	• Community residential home (max 12 residents) • Single-family dwelling
Residential Type	• Multi-family dwelling • Single-family dwelling • Single-family (attached) dwelling unit • Two-family dwelling	• *None Permitted*
Business Service	• Parking Lot*	• *None Permitted*
Hospitality and Tourism	• Conference center • Antique gallery/art gallery/museum*	• *None Permitted*
Office Use	• Professional and business office*	• *None Permitted*
Personal Service	• *None Permitted*	• Recycling collection point
Community Service	• Church/place of worship* • Day care facility* • Private club*	• Church/place of worship • Day care facility • Library* • Private club* •
Educational Use	• *None Permitted*	• Life skills center • School, private elementary and secondary • School, public elementary and secondary • Speech and language center/school • Vocational professional school •
Recreational Use	• Recreation facility, indoor*	• Recreation facility, indoor • Temporary commercial amusement*
Public Use	• Park/open space area*	• Cemetery • Park/open space area*
Health Care Use	• Assisted living facility • Neighborhood wellness center* • Transitional recovery facility*	• Hospital • Satellite Hospital Emergency Room

*Permitted by Special Exception

AERIAL MAP



Case Number: ZON26-0009

Parcel: 23472-001-00 &
23472-004-00

Property Size: Approximately 2.99 Acres
Land Use Designation: Neighborhood
Zoning: R-3, Multi-Family Residential

Proposal: Request to change zoning from R-3 to Institution

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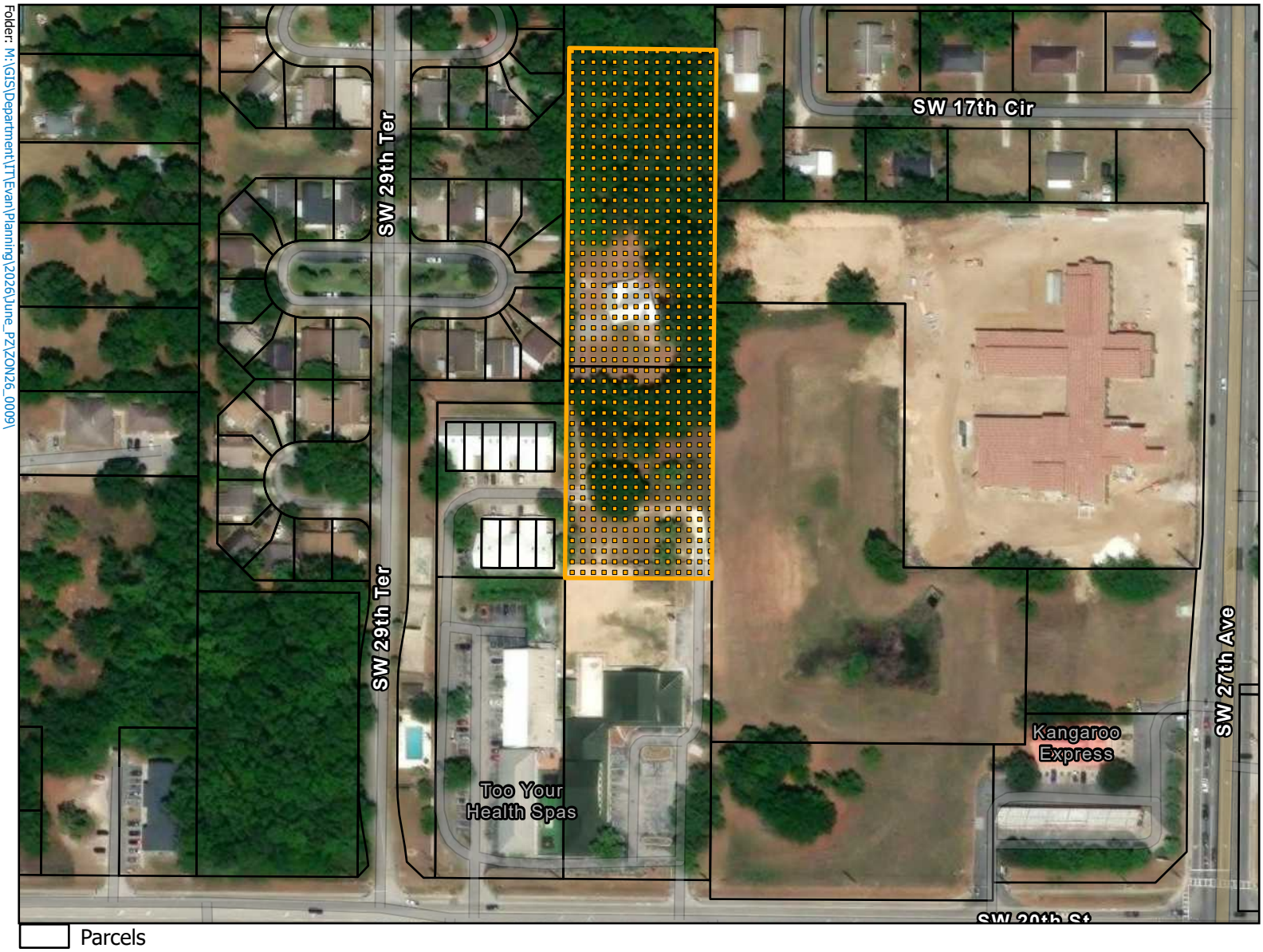

Parcels
ZON26-0009

0 220 440 880 Feet

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OCALA

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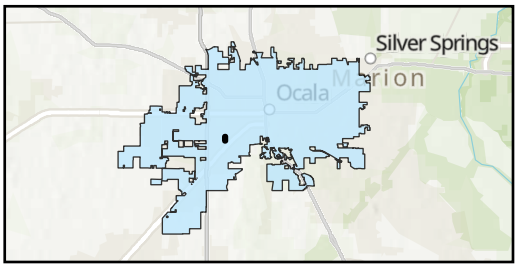
Prepared by the City of Ocala Growth Management Dept by ekrepps on 5/20/2026

CASE MAP

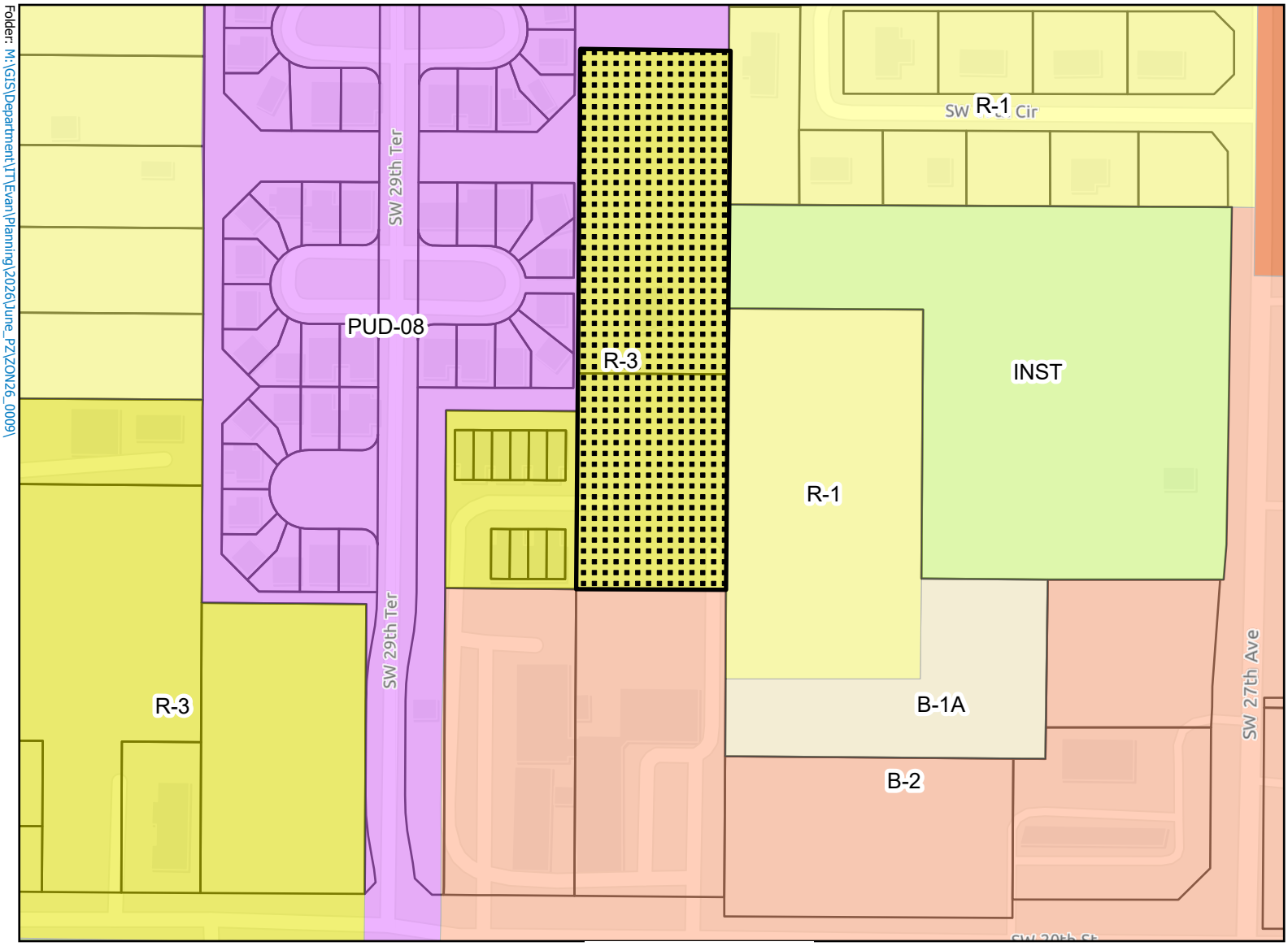


Case Number: ZON26-0009

Parcel: 23472-001-00 &
23472-004-00

Property Size: Approximately 2.99 Acres
Land Use Designation: Neighborhood
Zoning: R-3, Multi-Family Residential

Proposal: Request to change zoning from R-3 to Institution



- B-1A:Limited Neighborhood Business
- B-2:Community Business
- B-4:General Business
- GU:Governmental Use
- INST:Institutional
- PUD-08:Planned Unit Development-8 Units
- R-1:Single Family Residential
- R-3:Multi-Family Residential
- SC:Shopping Center
- Parcels
- ZON26-0009

0 220 440 880 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 Dep t by ekrepps on 5/20/2026

File #: 2026-1808 Agenda Item #: 9a.

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

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 #: 2026-1273 Agenda Item #: 10a.

Submitted By: Brittany Craven

Presentation By: Chad Lynch

Department: Electric Utility

FORMAL TITLE:
Additional expenditure for the purchase of two auto transformers from PTI Transformers, Inc., in the amount of $1,100,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
Bid released to the public on April 13, 2023.

BACKGROUND:
On August 15, 2023, the City Council approved the purchase of two 105 Mega Volt-Amperes (MVA) autotransformers from PTI Transformers, Inc. for the Dearmin Substation at a total cost of $8,070,340. The agreement included a price adjustment provision tied to the producer price index (PPI) for power, distribution, and specialty transformer manufacturing, due to the extended three-year production timeline.

As previously reported to City Council through an informational update, the applicable PPI increased from 415.858 in May 2023 to 458.462 in early 2026. In accordance with the contract, this increase has resulted in an adjustment to the final manufacturing costs. All contract payment milestones have been completed as required, and delivery of the first transformer is scheduled for early November 2026.

FINDINGS AND CONCLUSIONS:
Pursuant to the contract's price adjustment provision, increases in the PPI have resulted in higher final costs for the autotransformers, including associated freight and field services. The calculated contract adjustment totals $1,015,723.10.

Ocala Electric Utility (OEU) requests approval for a total increase of $1,100,000, including the calculated adjustment and a $84,276.90 contingency to address any final costs that may arise before project completion and final payment. Approval of this amendment will increase the total contract amount from $8,070,340 to $9,170,340.

Replacement of these transformers remains essential to maintaining reliability at the Dearmin Substation, supporting system load demands, and ensuring continued safe and efficient electric service.

FISCAL IMPACT:
Funding for this purchase is available in account #332-032-167-531-69-65010.

PROCUREMENT REVIEW:
These goods were procured in compliance with the City's procurement policy.

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

SECOND AMENDMENT TO AGREEMENT FOR DELIVERY, INSTALLATION AND TESTING OF AUTOTRANSFORMERS

THIS SECOND AMENDMENT TO AGREEMENT FOR DELIVERY, INSTALLATION AND TESTING OF AUTOTRANSFORMERS ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **PTI TRANSFORMERS, LP,** a foreign for-profit limited partnership duly organized in Manitoba, Canada, and authorized to do business in the state of Florida (BN: 734422314) ("Contractor").

WHEREAS, on September 6, 2023, City and Contractor entered into an Agreement for Delivery, Installation and Testing of Autotransformers (the "Original Agreement"), City of Ocala Contract Number: ELE/230196; and

WHEREAS, on October 13, 2023, City and Contractor entered into a First Amendment to Agreement for Delivery, Installation and Testing of Autotransformers (the "First Amendment"), to clarify the inclusion of Contractor's entire proposal as Exhibit G; and

WHEREAS, City and Contractor now desire to increase the overall contract expenditure by $1,100,00.

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 its entirety and remains in full force and effect except for those terms and conditions expressly amended by this Second Amendment.
3. **COMPENSATION.** City shall pay Contractor **NINE MILLION, ONE HUNDRED SEVENTY THOUSAND, THREE HUNDRED FORTY AND NO/100 DOLLARS ($9,170,340)** (the "Contract Sum") over the entire contract term as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents.
4. **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:

PTI Transformers LP
Attention: Brent Todd
101 Rockman Street
Winnipeg, Manitoba, Canada R3T 0L7
Phone: 204-806-1918
E-mail: btodd@ptitransformers.com

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

5. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** 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 Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
7. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this 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 Agreement.

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

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Ire J. Bethea Sr.
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

PTI TRANSFORMERS LP

_____

By: _____
(Printed Name)

Title: _____
(Title)

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FIRST AMENDMENT TO AGREEMENT FOR DELIVERY, INSTALLATION AND TESTING OF AUTOTRANSFORMERS

THIS FIRST AMENDMENT TO AGREEMENT FOR DELIVERY, INSTALLATION AND TESTING OF AUTOTRANSFORMERS ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PTI TRANSFORMERS, LP**, a foreign for-profit limited partnership duly organized in Manitoba, Canada, and authorized to do business in the state of Florida (BN: 734422314) ("Contractor").

WHEREAS, on September 6, 2023, City and Contractor entered into an Agreement for Delivery, Installation and Testing of Autotransformers (the "Original Agreement"), City of Ocala Contract Number: ELE/230196; and

WHEREAS, City and Contractor wish to clarify the inclusion of the Contractor's entire proposal as Exhibit G.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and 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 and Contractor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO EXHIBIT G**. The document attached to the Original Agreement as Exhibit G -- PTI Proposal is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Amended Exhibit G – PTI 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:	PTI Transformers LP Attn: Brent Todd 101 Rockman Street Winnepeg, Manitoba, Canada R3T 0L7 PH: 204-806-1918 E-mail: btodd@ptitransformers.com
Copy to:	Attention: Bob Gray Cell: 603-770-2048 E-mail: bgray@ptitransformers.com

DocuSign Envelope ID: E0AA19B5-33C7-45DD-ADF2-7B2E09884907

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

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.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 10/13/2023.

ATTEST:

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

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Janice Mitchell
55198B43858A4E1...

Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

DocuSigned by:
William E. Sexton
401D5FC4B36B429...

William E. Sexton, Esq.
City Attorney

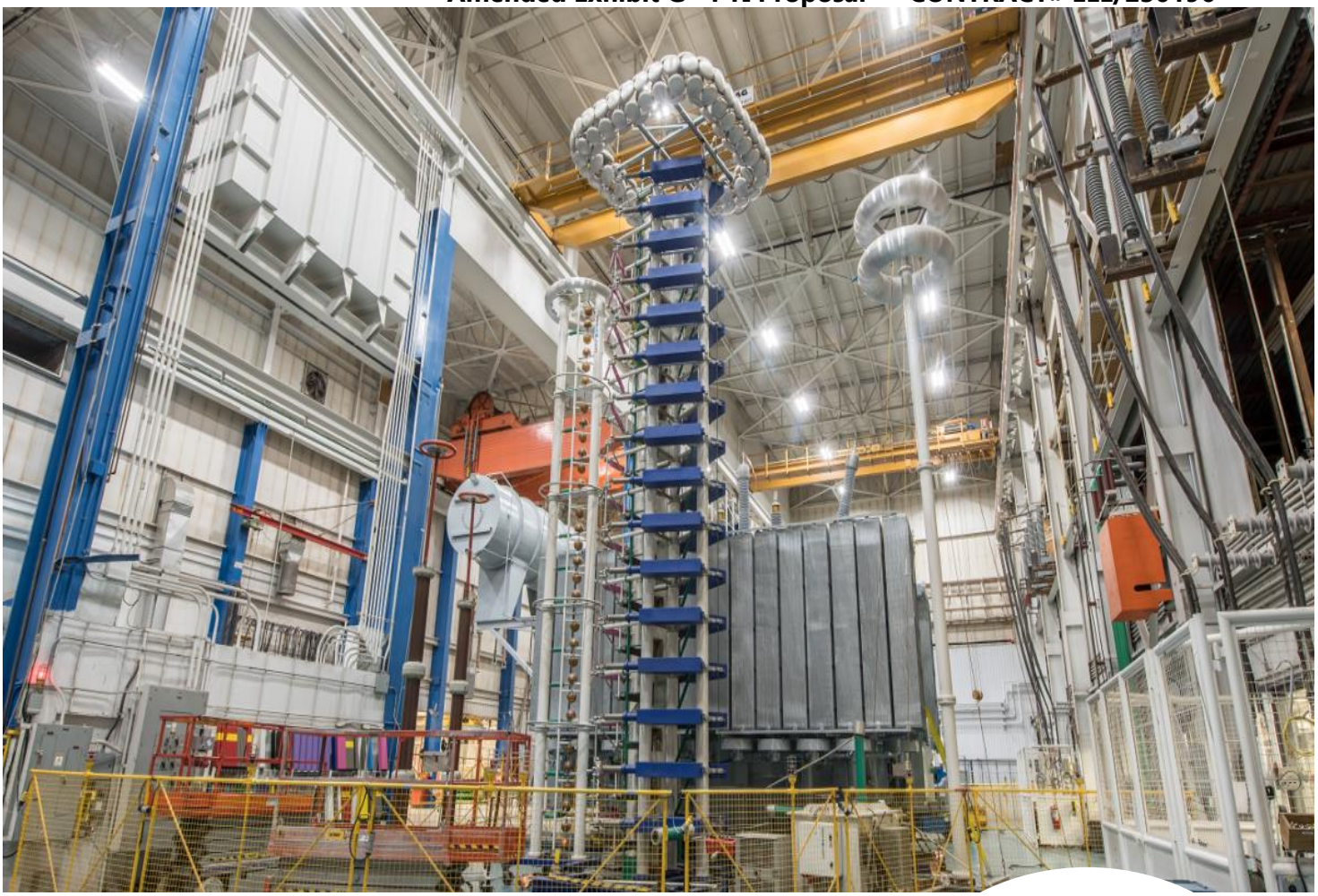
PTI TRANSFORMERS LP

DocuSigned by:
Brett Todd
AADD9E075F774EC...

By: Brett Todd
(Printed Name)

Title: General Manager
(Title of Authorized Signatory)

DocuSign Envelope ID: E0AA19B5-33C7-45DD-ADF2-7B2E09884907



OCALA ELECTRIC UTILITY

DEARMIN Substation

Your Ref: CONTRACT# ELE/230196
Our Ref: Q100773R
Submitted: May 25th, 2023

PTI TRANSFORMERS

DocuSign Envelope ID: E0AA19B5-33C7-45DD-ADF2-7B2E09884907

To: **OCALA ELECTRIC UTILITY**

Attention: **Lisa Crouthamel**

Subject: **Dearmin Substation**

With reference to the aforementioned inquiry, PTI Transformers is pleased to present our detailed commercial and technical offering for the below equipment:

PTI Ref	Qty	Description
Q100773R	2	105/140/175 MVA, 230 – 67 – 13.2 kV, Autotransformer

This proposal is based upon the requirements outlined as per the supplied RFP documents, and the latest IEEE / CSA standards at the time of quotation. We would also take this opportunity to confirm receipt of the following addendums:

We trust you find our offering in line with your requirements, but should you have any questions please do not hesitate to contact your local PTI Transformer representative (details below).

Engineer Power Solution LLC
Mick Cleveland
(336)337-3900
mick@epicresources.com

Thank you for considering PTI Transformers, and we look forward to supply the above equipment.

Yours truly,

Fady Gorgy
Quotation Specialist
PTI Transformers

This document contains privileged and confidential information belonging to the Sender. This information is intended solely for the use of the individual or entity addressed above. If you have received this information in error, please immediately notify the Sender.

DocuSign Envelope ID: E0AA19B5-33C7-45DD-ADF2-7B2E09884907

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SECTION 1: PRICING INFORMATION

1.1. Pricing Schedule

We are pleased to submit our quotation on the following equipment. Additional details can be found in the relevant technical and commercial portions of the bid document.

Ref.	Qty	Description	Unit Price	Extended Price
Q100773R	2	105/140/175 MVA, 230 – 67 – 13.2 kV, Autotransformer	$ 3,635,000.00	$ 7,270,000.00
	2	Estimated Transformer & Oil Freight	$ 148,000.00	$ 296,000.00
	2	Estimated Offloading	$ 93,000.00	$ 186,000.00
	2	Estimated Field Assembly, Oil Filling, and Site Testing	$ 95,000.00	$ 190,000.00
		TOTAL	**$ 3,971,000.00**	**$ 7,942,000.00**

Note: Freight will be invoiced on cost + 5% and Field services is budgetary and firm quote will be provided 6 months prior to delivery.

1.2. Spare Prats Required

Item	Qty	Unit Price	Extended Price
LV Bushing (69 kV)	3	$5,380.00	$16,140.00
Core Ground Bushing	1	$560.00	$560.00
Gaskets	2	$8,250.00	$16,500.00
LV Fuses for LTC	4	$1,500.00	$6,000.00
1-Quart cans of touch-up paint for base coat	2	$935.00	$1,870.00
1-Quart cans of touch-up paint for finish coat	2	$935.00	$1,870.00
HV (230 kV) Surge Arresters	4	$4,000.00	$16,000.00
LV (69 kV) Surge Arresters	4	$1,100.00	$4,400.00
	TOTAL	**$22,660.00**	**$63,340.00**

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1.3. Bid Summary

Currency:	Net in USD, Taxes not included and extra when applicable
Bid Validity:	30 days from date of original submittal.
Delivery Lead Time:	Q2-2026 (units spaced 4 weeks apart), Subject to Prior Sale and confirmation at time of order.
Drawing Lead Time:	Drawing package will be submitted approximately 50 - 60 weeks prior to ship date, to be confirmed at time of order.
INCO Terms:	DDP to Site
Warranty Period:	66 months after delivery / 60 months after energization
Warranty Type:	In/Out coverage will be capped at 25% of the Unit Price of the transformer.
Payment Terms:	Milestones, Net 30 days

1.4. Price Adjustment Policy

Transformer ex-work price to be adjusted based on the FRED Electric Power and Specialty Transformer Manufacturing Index (link: https://fred.stlouisfed.org/series/PCU335311335311)

Price will be adjusted using the following methodology [Current Index / Base Index] * Quoted Transformer Price where:

- Based Index is the value of FRED in the month of quote
- Current Index is the value of FRED 6 months prior to the Delivery Date

Price adjustment upwards or downwards will be applied to the last payment milestone.

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1.5. Bid Bond Letter

CITY OF OCALA
GOD BE WITH US
MARION COUNTY, FLORIDA

Bond Number: 904202242-23-01

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, PTI TRANSFORMERS LP, as Principal, and ATLANTIC SPECIALTY INSURANCE COMPANY as Surety, are held and firmly bound unto the City of Ocala, a Municipal Corporation of Marion County, Florida (hereinafter City of Ocala); in the full and just sum of FIVE PERCENT (5%) of the actual total bid amount, or FIVE PERCENT (5%) of the public construction bond amount for continuing contracts; for the Bid referred to herein, in lawful money of the United States of America, to be paid to the City of Ocala, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally and firmly be these presents:

WHEREAS, the said Principal is herewith submitting a bid to the City of Ocala for the project known as OCALA ELECTRIC UTILITY, and as identified by Bid/Contract Number ELE/230196.

NOW, THEREFORE, the condition of the above obligation is such that, if the said Principal shall execute a contract and give bond or bonds, as required by the bid documents thereof within twenty (20) days after being notified in writing of the award of such contract to Principal, or if the Surety shall pay the City of Ocala the full amount of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED, SEALED AND DATED THIS 23RD day of MAY, 2023.

PRINCIPAL

PTI Transformers LP (Seal)
Principal's Name and Corporate Seal

By: Dan Boyd Dan Boyd 2023.05.25 08:52:50 -05'00'
(Signature)

Title: Product Sales Manager

Attest:

SURETY

ATLANTIC SPECIALTY INSURANCE COMPANY (Seal)
Surety's Name and Corporate Seal

By:
(Signature - **Attach Power of Attorney**)

Title: THERESA HEDBERG, ATTORNEY-IN-FACT

Attest:

NOTE: Power of Attorney showing authority of representative of surety must be furnished with this form.

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intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Paul Hollingworth, Greg Forsythe, Theresa Hedberg, Chelsea Fish, Irene LeBlanc, Kari Morton, Megan Quinlan, Theresa Newton, Sandra Dey, Cam Forbes, Ron Fraser, Branislav Ivica, Niki Jalali, Peter Panufnik, Scott Peberdy, Trent Percy, Betty Shellnutt, Hafis Ligali, Sheila San Diego, Kimberly Basaraba, Peter Hoeg, Mario Markmann**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 23rd day of May, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

Note: The bid bond is estimated to be **$65,000 USD** but will be invoiced based on actual amount charged by surety.

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1.6. Exhibit E – PROPOSED DELIVERY DATE & SUBCONTRACTORS Form

Exhibit E **CONTRACT# ELE/230196**

Proposed Delivery Date & Subcontractors

SUBCONTRACTORS

Please list below where subcontractors will be used to complete certain phases of work, the name and address of each proposed subcontractor are required. The Bidder has fully investigated each subcontractor and has evidence on file that each subcontractor has engaged successfully in their respective line of work for a reasonable period of time, maintains a fully equipped organization capable, technically and financially, of performing the work required, and has made similar installations in a satisfactory manner. The Bidder acknowledges and accepts responsibility for the performance of any subcontractor.

WORK PHASE	SUBCONTRACTOR – NAME & ADDRESS
Off-Loading	TBA
Hauling	TBA
Site Installation, Service and Testing (Autotransformer)	TBA
Other (Please Identify):	

E -1

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Exhibit E CONTRACT# ELE/230196

PROPOSED DELIVERY DATE

Ocala Electric Utility requires Delivery of equipment, as defined in Exhibit B – Required Specifications within the following date:

Qty.	Description	Delivery Required Not Later Than	Proposed Delivery Date
2	Autotransformers 105/140/175 MVA	78 weeks (4 weeks later (Tx #2)	Q2, 2026

Including as per specifications:

- Autotransformer 105/140/175-spare parts
- Autotransformers 105/140/175-installation and testing

The Bidder proposes to complete Delivery of Items, as listed below, including an allowance for review of shop drawings (see Exhibit A). The bidder understands proposed delivery times longer than stated above may be grounds for rejection of bid.

The Bidder agrees to deliver equipment to the designated site. Exact access requirements shall be established by on-site investigation by the Bidder. Delivery shall be completed between the hours of 7:30 a.m. and 12:00 noon, or 1:00 p.m. and 3:30 p.m. Local Time, Monday through Friday, but shall not be made on legal holidays.

The Bidder acknowledges and accepts the responsibility to place the equipment on permanent foundations furnished by the Owner. The Bidder acknowledges and accepts the responsibility to conduct the required field testing, after external connections are made and prior to final acceptance by the Owner. The Bidder acknowledges there may be a delay between the date the equipment arrives at the substation site and the date field testing can begin.

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1.7. Shipping Details

INCO terms considered are per Bid Summary.

Cost based on:

- Shipping **under dry air** by rail to nearest rail siding
- Getting rail clearance on regular train only.
- Having clear access to the substation with road trailer used to move from nearest rail siding to site.
- Getting road trailer within 30 feet from the pad for offloading;
- Not transloading the transformer to a shorter highway trailer due to lack of access within the substation to the pad.
- Having clear access to the pad for offloading, not jacking up the transformer more than 2 feet to skid it off the trailer to the pad.
- Not rotating the transformer on site or pad.
- Having good ground conditions within the substation to withstand the highway trailer with transformer and skidding system.
- Does not include route survey, route engineering study, repair of roads, and utilities and police escorts. This, if required, are at costs plus 15% Adm fee.
- Does not included engineering stamped offloading drawings/lift plan. These, if required, will be at costs plus 15%.

Please note extra charges, if we need to drop the oil tanker.

- Two free hours for offloading on site. Thereafter a charge of CAD 150.00 per hour will apply.
- Trailer detention costs: CAD 250.00 per day/per tank
- Layover fee - CAD 1,300.00 per day/ per tank

1.8. List of Optional Recommended Spare Parts

Item	Qty	Price (USD)
HV Bushing	1	$12,370.00
HOXO Bushing	1	$2,260.00
TV Bushing	1	$6,490.00
Fan and Motor	1	$5,940.00
Gas Detector Relay	1	$6,280.00
Pressure Relief Device	1	$1,195.00
Oil level Gauge	1	$995.00

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1.9. Standard Field Service Rates

The following rates are applicable for personnel working within North America. Prices are subject to change.

Per Diem:	$2,050.00 per workday. This rate includes all time worked or traveled during a normal eight (8) hour work day or fraction thereof. A work day is considered any consecutive eight-hour period Monday to Friday (holidays excluded) with an allowance for lunch. Per Diem rate includes local traveling and living expenses only. It does not include the cost of airfare or transportation to/from the job site and personnel headquarters. All hours worked or traveled in excess of eight hours per weekday and all hours on Saturdays, Sundays, and holidays will be billed at the applicable hourly/overtime rates.
Hourly:	$190.00 per hour or any fraction thereof. The hourly rate is applicable to all regular workday time, including travel time 00 and time at the job site whether worked or not. A weekday is considered any consecutive eight-hour period Monday to Friday (holidays excluded) with an allowance for lunch.
Overtime:	$285. per hour or any part thereof. This rate is applicable to all hours worked in excess of eight (8) hours on weekdays (holidays excluded), and all time worked or traveled on Saturdays.
Sunday & Holiday:	$385.00 per hour or any part thereof. This rate is applicable to all hours worked or traveled on Sundays or holidays.
Standby:	When personnel are prevented or unable to perform the services requested on the jobsite because of circumstances beyond their control, the purchaser will be billed at the applicable rate.
Time Off:	The minimum time off for personnel during one 24-hour period shall be eight (8) hours.
Travel:	Traveling time and expenses for each service person includes leaving and returning to headquarters. The maximum billing for traveling time at the applicable rate shall be eight (8) hours per individual for any one calendar day.

TRAVEL & LIVING EXPENSES

Hourly rates do not include any travel or living expenses.
Transportation costs to/from the jobsite and personnel headquarters shall be billed at cost.
Auto travel to/from the jobsite and headquarters, will be billed at a rate of $0.75 per kilometer.
Copies of invoices shall be supplied.

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SECTION 2: TERMS AND CONDITIONS

PTI Transformers LP (the "Seller") and **OCALA ELECTRIC UTILITY** (hereon the "Purchaser") each agree that the following terms and conditions shall apply to all contracts for the purchase and sale of the Seller's products (the "Equipment") unless they otherwise agree in writing

2.1. Shipment, Delivery and Storage

2.1.1 Shipment of the Equipment shall be made from the Seller's manufacturing facility at Winnipeg, Manitoba, Canada and delivered to the mutually agreed destination as per the established Incoterms. The Purchaser acknowledges that delivery dates specified in any quotation are subject to prior sale and approximate, unless otherwise specified, and that delivery performance by the Seller is dependent upon prompt receipt from the Purchaser of all specifications, final approved drawings, and any other details reasonably necessary for the proper execution of the Purchaser's order such as, but not limited to, Seller's lead time.

2.1.2 Claims for shortages of Equipment must be made in writing to the Seller within fifteen (15) days of the date of Delivery, or the Purchaser shall be deemed to have accepted any shortage.

2.2. Force Majeure

2.2.1 The Purchaser acknowledges that the Seller shall not be liable for delays in delivery performance due to causes beyond its reasonable control including, but not limited to: Acts of God; the actions or inaction of the Purchaser; fire; labor disturbances by its employees or the employees of its suppliers; floods; epidemics; quarantine restrictions; war; insurrection or riot; acts of a civil or military authority; compliance with priority orders or preference ratings issued by any government; freight embargoes; car shortages; wrecks or delays in transportation; unusually severe weather; delay of subcontractors; or inability to obtain necessary labor, materials, manufacturing facilities, or supplies. In the event of any such delay, the Purchaser agrees that the date of delivery will be extended for a minimum time equal to the period of the delay. The contract of sale will, in no event, be subject to cancellation by the Purchaser, due either to delay in delivery or to any other cause, without the prior written consent of the Seller. In case of cancellation, the Purchaser agrees to pay to the Seller a reasonable charge to compensate the Seller for its losses arising out of such cancellation, as liquidated damages and not as a penalty

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2.3. Warranty

2.3.1 The Warranty Period for the Original Purchaser shall be **Sixty-Six (66)** months after the date of Delivery to its original destination or **Sixty (60)** months from the date of the first use of Equipment by the Original Purchaser or End User, whichever is shorter. The Seller warrants that during the Warranty Period, the Equipment shall be free from defects in material and workmanship and shall reasonably meet the specifications of the Purchaser. If, within the Warranty Period, the Equipment does not meet the warranty specified above, and provided that the Purchaser promptly notifies the Seller of any such defects in writing, the Seller agrees to correct any defect, at its option, either by repairing or replacing any defective parts, or by making available, at the Facility, repaired or replacement parts subject to the limit of 100% of the original equipment. **The transportation costs to and from the Facility or repair shop, shall be borne by the Seller exclusively over the first year of the warranty period, subject to the limit of twenty five percent (25%) of the original purchase price of the equipment. Seller shall be responsible for the Direct Cost of removing the apparatus from service, transportation to and from the place of repair and reinstallation of the apparatus at site (In/Out). Direct Cost excludes expenses for removing fire walls, installing temporary equipment and incremental costs of supply service. At the end of the first year of the warranty, the cost of removal and reinstallation of the defective Equipment is the responsibility of the purchaser**. The Purchaser acknowledges and agrees, that any repair or replacement of the Equipment shall not renew or extend the Warranty Period. The Purchaser further agrees that the Seller shall have no liability to the Purchaser beyond the expiration of the warranty period, and that the within warranty shall be void if the Equipment had been improperly installed or maintained, operated under abnormal conditions, or contrary to the specifications or instructions of the Seller. THE PURCHASER EXPRESSLY AGREES THAT, ASIDE FROM THE FOREGOING, THE SELLER HAS NOT GIVEN, AND IS NOT BOUND BY, ANY WARRANTY REGARDING THE EQUIPMENT, OR LIABILITY WHATSOEVER INCLUDING ANY AND ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES OR LOSS OF USE OR PROFITS.

2.3.2 The Purchaser agrees that it shall be an absolute condition of any warranty claim that the Purchaser shall not return or dispose of any Equipment or element thereof without the Seller's express prior written authorization. **The Seller shall not bear any expense or incur any liability for repairs made outside the Facility or a repair shop designated by the Seller, without the Seller's prior written consent.**

2.3.3

2.4. Title, Risk and Creation of Security Interest

2.4.1 Title to the Equipment shall pass to the Purchaser only upon payment in full of the purchaser price therefor, including interest, if any, even though the Equipment shall become at the Purchaser's risk commencing with delivery as defined in the Incoterms. The Purchaser agrees that the loss or destruction of all or part of the Equipment shall not release the Purchaser from any obligations of payment hereunder.

2.4.2 The security interest granted hereby secures compliance of all obligations of the Purchaser to the Seller, present or future. Upon non-payment, when due, of any principal or interest owing to the Purchaser from the Seller (the "Indebtedness"), or where the Purchaser shall fail to perform any obligation contained herein, or in the event of the bankruptcy or insolvency of the Purchaser, or where any execution or other process of any court becomes enforceable against the Purchaser, the Seller shall also have, at its option, all of the remedies of a secured party under the Manitoba Personal Property Security Act or any successor stature thereto. The Purchaser agrees to pay to the Seller all expenses reasonably incurred by the Seller in

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enforcing its rights hereunder, and agrees that the Seller may retain any or all payments already received as a rental charge for the use of the Equipment without affecting any further claims which the Seller may have against the Purchaser.

2.5. Limitation of Liability

2.5.1 The Purchaser agrees that the Seller not be liable for loss of expectation of profit, or any indirect special or consequential damages as a result of any failure to execute any of its obligations relating to the sale of the Equipment. The Seller's liability, on any other claim for loss arising out of the sale or repair of the Equipment or any failure of the Equipment or any element thereof shall not exceed the net unit price, exclusive of any taxes, duties or transportation cost of the Equipment or that part of the Equipment involved in such claim for loss, whichever is the lesser.

2.6. Prices and Payment Terms

2.6.1 Prices are valid for the period set out in clause 1.1 of this bid document. Price adjustment clauses, if provided at the time of quotation, are incorporated into this Agreement.

2.6.2 Unless otherwise specified in writing by the Seller, prices quoted do not include federal, provincial, state, local or any other taxes, charges, levies and duties (hereafter collectively called “the Taxes”), and if same are applicable, the Purchaser agrees to promptly pay the taxes.

2.6.3 Where there shall be any change in the Taxes after the date of submission of the Seller’s tender or quotation and applicable to the Equipment, the Purchaser agrees that the payment to the Seller shall be adjusted to reflect such change.

2.6.4 The Seller has the right to adjust prices for any changes authorized by the Purchaser after acceptance of the order for the Equipment.

2.6.5 The Purchaser agrees to pay the Seller's price for the Equipment, plus Taxes, as set out on the Seller's invoice, directly to the Seller's Facility, upon receipt of the Seller’s invoice. Where the Purchaser shall fail to make such payment within thirty (30) days of such receipt, the Purchaser covenants to pay interest on such amount not paid at the rate of one and one-half percent (1.5%) per month to accrue from the date of the invoice until payment in full is made.

2.7. Payment schedule

- The project payment terms are:
- 25% net 30 days at submission of first set of Drawings for approval.
- 35% net 30 days at time of receipt of Core Steel and Winding Conductor at our works.
- 30% net 30 days at time of successful completion of testing at our works.
- Balance 10% payment after the final acceptance, but not to exceed 30 days after delivery.

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2.8. Cancellation

2.8.1 Cancelation charges as a percentage of total price to be paid to Seller, relative to project milestones.

- Ordered..... 5%
- Engineering Designs Complete 20%
- Materials Ordered 40%
- Tank Fabrication Started..... 50%
- Winding Complete..... 75%
- Vapour Phase Completed or Later 100%

2.9. Delays

2.9.1 Except in the case of Force Majeure, if Purchaser has incurred liquidated damages due to a delayed delivery solely attributable to the negligence or willful act of Seller, Purchaser shall be entitled to claim from Seller, as compensation for and in full aggregate amount shall not exceed the lesser of the following amounts:

a) 0.5% per week to a maximum of 5% of the purchase price of the unit, the delivery of which has been delayed; and
b) The actual liquidated damages suffered by Purchaser.
c) No harm no foul

2.10. Taxes

2.10.1 PTI is not registered to collect taxes in the USA and Purchaser must self assess and pay any applicable federal, state, local or other applicable taxes.

2.11. Delivery Lead Time

2.6.1 Q2,2026 (units spaced 4 weeks apart), Subject to Prior Sale and confirmation at time of order.

2.12. Drawing lead time

2.8.1 Drawing package will be submitted approximately 50 -60 weeks prior to ship date, to be confirmed at time of order.

2.13. Insurance

2.13.1 Please refer to Section 7 OTHER REQUESTED PROPOSAL DOCUMENTS - Certificate of Insurance

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SECTION 3: TECHNICAL DATA

Exhibit D **CONTRACT# ELE/230196**

PROPOSED RATINGS AND GUARANTEED LOSSES

Manufacturer:	PTI Transformers LP
Location of Plant:	Winnipeg, Manitoba

Guaranteed losses for Autotransformer 230 KV-67KV, as described in Exhibit B - Technical Specifications included in the proposal, are as follows:

All losses are for the basic transformer at the MVA rating indicated, on "Neutral" LTC position and 230,000 volt no-load tap position, are to be stated "per transformer". Losses are to be for the basic transformer unit only and are not to include load tap-change equipment or other voltage regulating equipment.

Guaranteed No Load Loss, 105 MVA, LTC at N	51 KW guaranteed
Guaranteed Load Loss, 105 MVA, LTC at N	182 KW including LTC reactor guaranteed 171 KW without LTC reactor approximate
Guaranteed Load Loss, 105 MVA, LTC at 4 Raise	183.4 KW including LTC reactor calculated
Guaranteed Load Loss, 105 MVA, LTC at 5 Raise	183.7 KW including LTC reactor calculated
Approximate Power Required by Cooling Equipment, 140 MVA (watts)	1080W
Approximate Power Required by Cooling Equipment, 175 MVA (watts)	2268W

Approximate Dimensions (inches); see Sheet 3 (Figure AA-2):
"A" and "B" are as measured from the centerline of the H2 bushing
"E" and "F" are without radiators and with other normally demountable equipment removed.

A	250"	B	196"	C	128"
D	150"	E	309"	F	142"

D - 1

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"H" is height of tank without bushings; "M" is to top of HV bushings; "T" is to highest point above grade, either bushing or lightning arrester	H 155" M 291" T 291"
High Voltage Phase Spacing (inches)	See drawing
Low Voltage Phase Spacing (inches)	See drawing
Approximate Weights (pounds)	365,914
Core and Coils/ Tank and Fittings	74,184 Kg / 44,482 Kg
Liquid	55,136 L (12,128 gallons)
Total Weight / Shipping Weight	165,977 Kg / 100,506 Kg

Description of Core and Coil Design: 3 leg core type, Winding layout- TV Helix -LTC Helix - CV Disc- SV Disc-DTC Helix

Load Tap Changer (LTC): The LTC proposed to be furnished as an integral part of the Autotransformer will have the following characteristics.

LTC Manufacturer	MR
LTC Model Identification	RMVII 2000 69kv
LTC Transition Impedance Type	Reactor Type
LTC Arc Interruption Method	Vacuum interrupters
LTC Drive Mechanism Type	MD-III
LTC Continuous Current Rating	2000 A
LTC Ratio of Series Transformer (if any)	N/A
LTC Operations before Initial Maintenance	500000
LTC Guaranteed Operations Total Life	500000

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Radiator Manufacturer	Menk, USA	
Cooling System Fan (Pump) Motor Manufacturer/ Type	Krenz, USA	
Fan (Pump) Motor hp / First Stage Quantity	1/3 hp fan	10
Fan (Pump) Motor hp / Second Stage Quantity	1/3 hp fan	20
Current Transformer Manufacturer	POLY CAST	
Maximum CT Quantity in HV Space	6	
Maximum CT Quantity in LV Space	11	
Maximum CT Quantity in Tertiary Space	2	
	High Voltage:	Low Voltage:
Bushing Manufacturer	Hitachi (ABB)	Hitachi (ABB)
Bushing Type / Designation	Oil Condenser	Oil Condenser
Permissible safe cantilever loading (lb)	IEEE	IEEE
Lightning Arrester Manufacturer	Copper or Equivalent	
High Voltage Lightning Arrester Type	Station Class	
Low Voltage Lightning Arrester Type	Station Class	

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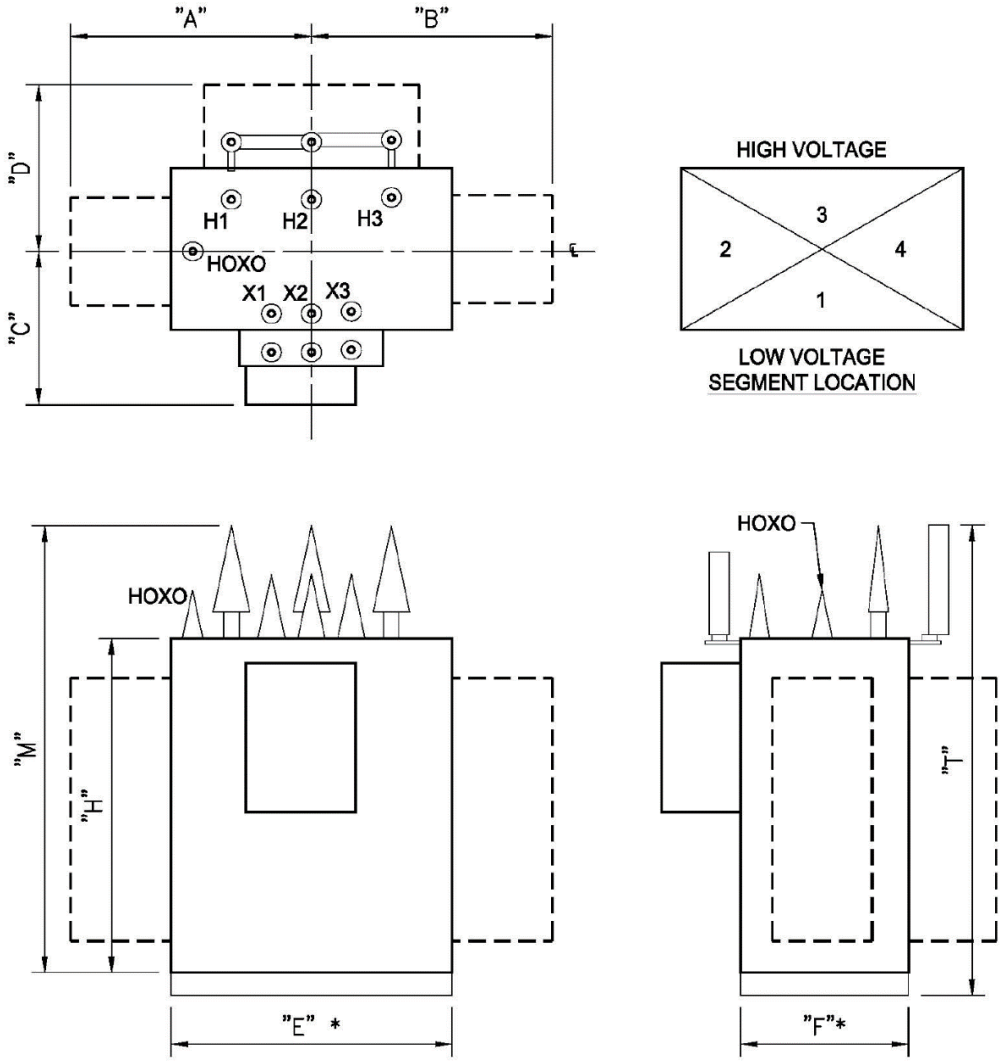
(Figure AA-2)



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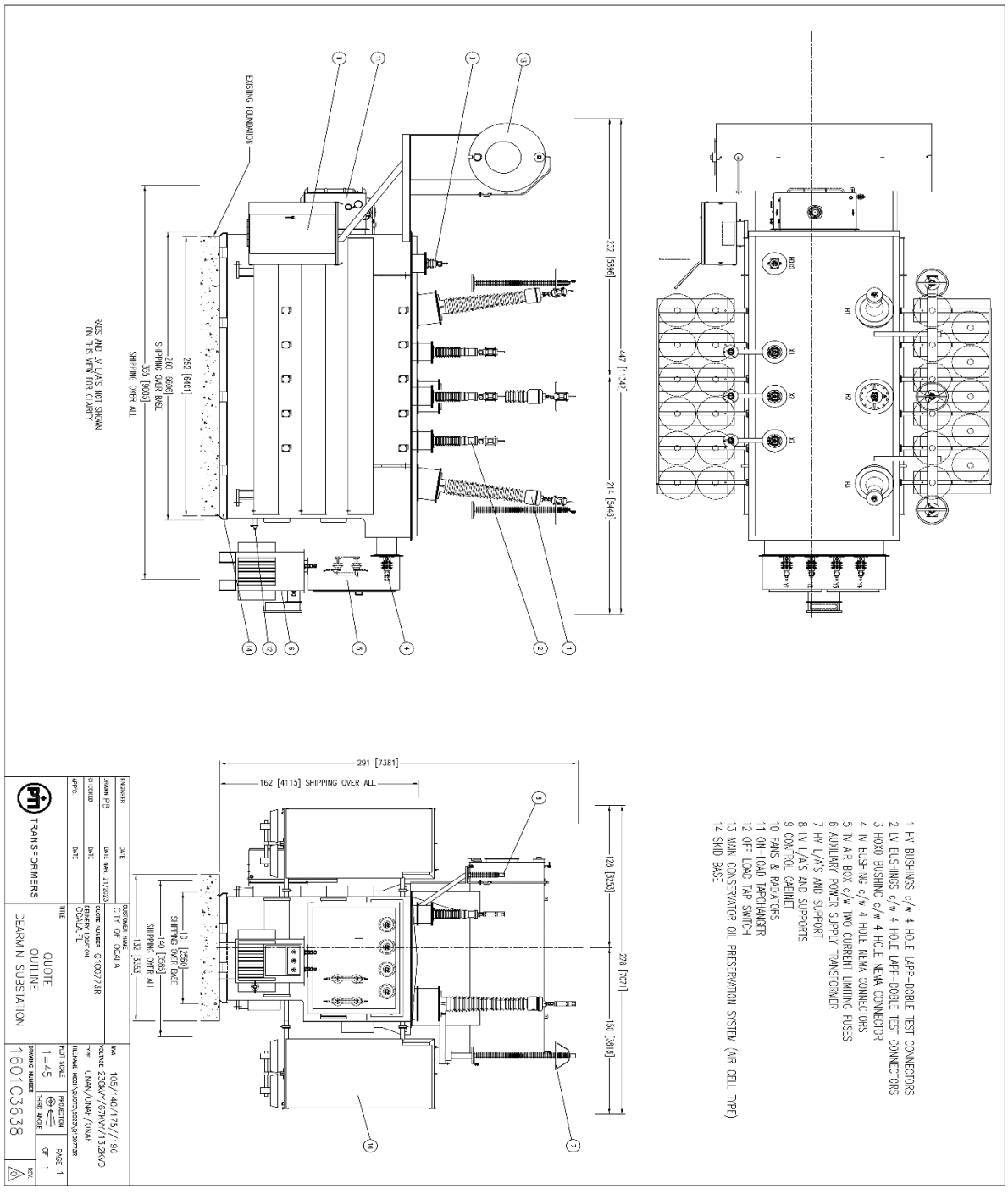
Outline Drawing



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SECTION 4: NOTES, DEVIATIONS & CLARIFICATIONS

General Technical Comments

Technical specification:

1.06 Short circuit capability:

Refer to write up. Short circuit test is not included as test facility not available in North America. Details of calculated stress and strength will be provided during order stage.

2.04 B Winding clamping system:

We have proven, robust clamping system consisting of Hollow structural steel clamps with external tie-rods. If dynamic clamping system is desired, it can be provided at a price adder

2.06 B 4) LTC winding:

LTC winding will be multi start winding wound on separate cylinder.

With LTC on LV line end and using RMV II tap changer, we have used non linear resistors across LTC to control the transients in order to keep LTC to ground impulse level <400kV which is the limit for RMV tap changer.

Windings of preventative auto will be our proven circular multilayer type.

2.07 C Thermal:

We confirm operation at full MVA at 40C for 12 hours. The insulation life for a day will depend on load profile and ambient over 24hour period. There will be no loss of life if the average ambient in a day does not exceed 30C.

2.08A: Surge arresters:

We have considered Cooper make arresters

3.03 Auxiliary power transformer:

We strongly recommend using dry type bushings for horizontal application. We have considered Moser Glaser (Swiss) make dry type bushings for main unit TV in the enclosure for connecting to auxiliary transformer.

Details of auxiliary transformer, protection etc., to be discussed at pre order stage

Parallel operation:

The 2 units are suitable to operate in parallel with each other.

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General specification:

2.04: Oil preservation:

Considering 230kV class unit, we have included conservator design with air-cell and breather to prevent moisture ingress in oil.

Transformer life:

As per IEEE when using thermally upgraded paper, for 65C average winding rise, 80C hotspot rise, the insulation life is 180000 hours (20.5 years). Higher life is possible depending on ambient and loading conditions.

GIC capability:

GIC is not critical for 3 leg core design, so detailed calculations are not needed. However, if detailed calculations are required, it can be performed at a price adder.

Bushing replacement:

Depending on specific design, it may not be possible to replace bushings without removing oil from the unit for safety considerations. Details can be discussed during order stage.

Tank construction:

Refer to Section 5 - Profile Sheet

Paint:

Refer to “Required Documents” file – Paint Specification

Seismic capability:

For designing for specific seismic level, we would need Seismic qualification levels, as low, moderate or high as detailed in IEEE 693. Only ground response details are not adequate to determine this. If specific qualification levels are not given, we would consider the level as low.

If specific qualification level is given (Low, Moderate or high), calculations will be done by PTI designers and approved by Professional Engineer at PTI. For bushing capability, we would check with suppliers and if any additional cost for meeting Seismic withstand, same can be discussed at the order stage.

If detailed seismic report is needed, it will be at a price adder

Connections/Joints:

Joints within the winding will be brazed. Joints between winding to leads & leads to LTC/bushing connectors will be crimped. Brazing for such leads are done only when the crimp capability is exceeded.

Tests:

Induced test with PD measurements will be performed as per IEEE/CSA standards as applicable. The test levels will be as per the standards and the preferred measurement is only pico-coulombs as they are more reliable to assess healthiness of internal insulation. Limit will be 250pC during the one-hour test

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Sound level:

Unless otherwise specified, the guaranteed sound level is Sound pressure at No load without fans and at no load with fans. Tests will be performed for these conditions. Sound power will be calculated when specified. Sound level under load will be performed only when specified. Octave band measurements will be performed only when specified. Additional price if any will be in the quote.

External clearances:

Unless otherwise specified, external air clearances for bushings will be based on IEEE/CSA standards. For Surge arresters, the air clearance will be based on supplier recommendations.

Gasket Material:

Unless otherwise specified, the gasket material supplied will be Nitrile with a temperature range -54° to + 104° C (-65° to +220 ° F). O-Ring gaskets in machined grooves are used on circular openings, with flat gasket material inside metal gasket stops on rectangular openings.

For special requirements/or at additional cost we can supply Florosilicone gaskets with a temperature range of -57° to + 232° C (-70° to +450 ° F).

Gas Collection Configuration:

Unless otherwise specified, bushing turrets are fitted with internal gas deflectors to avoid the need for gas piping between the turrets and the GRD pipework. This also improves safety when working on the cover many pipe connections on cover are avoided.

Core/Clamp Ground:

Unless otherwise specified, the core assembly and the clamp assembly ground connection cables are each brought out through a 1.2kV/30kV BIL bushing and grounded externally with a removable cable to facilitate testing.

Neutral grounding:

For neutrals which are meant to be solidly grounded, we strongly recommend that the bushing neutrals are grounded to the station ground (not to tank). When specified, such neutrals will be brought down using copper bus supported on 5kV support insulators.

Lightning/Surge arrester grounding:

Based on supplier recommendations, Lightning arrester when practical, will be grounded to cover/top of tank to have minimum ground cable length. If arrester is on a separate structure like in mobiles, cable will be brought down to connect to station ground. For arresters with counters, the insulator size will match to supplier recommendations. The grounding cable will be of size 4/0, 600V rating.

DGA limits:

Unless otherwise specified, DGA limits will be as per C 57.130

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Conduits:

We would provide Aluminum conduits which are light weight and corrosion resistant.

CT wires:

CT wires will be size #10. Any bigger size will involve price adder

DGA/LTC controller settings:

When the above all supplied with the transformer, these will be in the default factory settings. The units can be programmed for site specific conditions if required at a price adder. To facilitate this, device settings would need to be supplied at least 4 weeks prior to the test date.

SECTION 5: MANUFACTURING DETAILS

PROFILE SHEET

TRANSFORMERS

COMPANY PROFILE ◊ PTI TRANSFORMERS LP

PTI is a **Canadian family-owned business that is financially sound**. PTI began, in 1989, as a small maintenance and repair shop and currently employs more than 330 people.

PTI has two (2) transformer facilities one (1) of which is located in Regina, Saskatchewan and one (1) in Winnipeg, Manitoba.

The Winnipeg, Manitoba, facility, **called PTI Transformers LP,** was purchased under a fixed asset deal in November 2015 from CG Power Systems Canada Inc. which included design technologies up to 525 kV and HVDC technology. The facility manufactures medium and large power transformers up to 750 MVA top rating, with primary voltage up to 525 kV and mobile substation up to 100 MVA ODAF, and primary voltage up to 230 kV.

PTI Transformers operated previously under brand-names CG Power Systems Canada, Pauwels and Federal Pioneer. The facility is known in the industry for having a very reliable **core designs** with an in-field failure rate that is **less than 0.01%**.

The 200,000 sq. ft. facility is state-of-the-art with environmentally controlled critical areas, such as the winding area and insulation area.

PTI Transformers is ISO 9001:2008 and ISO 14001:2004 certified.

The Regina facility manufactures liquid filled distribution, small and medium power transformers up to 40 MVA top rating with primary voltage up to 138 kV.

PTI, Regina, is ISO 9001:2008 certified.

PTI, Regina facility, developed a "Portable Outdoor Distribution Station", called POD's, through 145 kV, which allows our customers to significantly reduce construction and installation costs compared to building a conventional substation.

PRODUCT RANGE:

- ◊ Substation transformers
- ◊ GSU transformers
- ◊ Auto-transformers
- ◊ Phase shifting transformers
- ◊ Mobile substation transformer

- ◊ Primary voltage up to 525 kV
- ◊ Primary voltage up to 230 kV for mobile substations

- ◊ Up to 750 MVA top rating
- ◊ LTC & DETC

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PROFILE SHEET

COMPANY PROFILE ◊ CORE COMPETENCY

The PTI Transformers medium and large power transformers as well as the mobile substations are designed and manufactured to meet or exceed the customer expectations while complying with the applicable industry standards.

All option and special features are incorporated into the original design per customer's specification.

LTC & DETC design is available as well as ONAN, ONAF, ODAF and ODWF cooling.

All standard accessories as per customers' specification are included.

Transformer Type	Rating*	Voltages		Phase
		HV	LV	
Substation transformers	Up to 750 MVA	Up to 525 kV	Up to 69 kV	1 or 3
Auto transformers	Up to 750 MVA	Up to 525 kV	Up to 345 kV	1 or 3
Generator Step-Up Transformers	Up to 750 MVA	Up to 525 kV	Up to 34.5 kV	1 or 3
Mobile substations	Up to 100 MVA	Up to 230 kV	Up to 115 kV	3

* Rating is top rating

PRODUCT RANGE:

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- ◊ Primary voltage up to 230 kV for mobile substations

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PROFILE SHEET

COMPANY PROFILE ◊ LONGEVITY OF TRANSFORMERS THROUGH PD CONTROL

Utilities value assets, network reliability and safety. It is for this reason that **PTI Transformer's design and manufacturing of utility grade transformers**, (substation power transformers, auto-transformers and GSU transformers), are focused on having an **unmatched low partial discharge (PD) of less than 25pC, when subjected to the induced voltage test per IEEE standard C57.12.00 and C57.12.90.**

These IEEE standards prescribe a PD level of lower than 500pC. An upcoming reduction of allowable PD level to 300pC, is already being reflected in most of the utilities' specifications. This future acceptance level, i.e. 300pC, has long been adopted by PTI Transformers as **its internal manufacturing PD limit** for all power transformers manufactured.

PD is a major contributing factor in the degradation of any power transformer insulation, which ultimately leads to reduction of life expectation and ultimately to transformers failure, furthermore leading to a reduced grid reliability.

PD is an electrical discharge or spark that bridges a portion of the insulation between two conducting electrodes. It can occur at any point in the insulation system, where the electric field strength exceeds the breakdown strength of that portion of the insulating material. PD can occur in a gaseous, liquid or solid insulating medium. It often starts within gas voids; such as voids in insulation or bubbles in transformer oil. Protracted partial discharge can erode solid insulation and eventually lead to breakdown of insulation.

Testing PD as a standard practice, by all means, provides clear evidence that the transformer is fit for installing in a way that is not likely to lead to failure and will contribute to longevity.

Once PD activity is present, even if it is intermittent, damage will **always increase over time**, unless the cause of such source is corrected. The process of deterioration can propagate and develop, until the insulation is unable to withstand the electrical stress, leading to breakdown. PD activity is a clear indication that the transformer's insulation is deteriorating in a progressive manner, which will eventually result in it being unable to withstand the electrical stress, leading to insulation breakdown which may result in a catastrophic failure and finally lead to outages.

PD can usually be prevented through careful design and material selection. In critical high voltage equipment, the integrity of the insulation is confirmed using PD detection equipment during the manufacturing stage as well as periodically through the equipment's useful life. PD prevention and detection are essential to ensure reliable, long-term operation of high voltage equipment used by electric power utilities.

PTI Transformers, with decades of designing and manufacturing high voltage power transformers, has the necessary expertise in designing PD-free transformers, detecting and measuring PD activities.

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PTI Transformers measures PD on **all power transformers it manufactures;** therefore, supplying specific untapped value to our customers and contributing to the **network reliability and safety**.

Measuring PD on a regular basis is important and is key, however, PD control starts with good design criteria for PD free condition, such as the limits for averaged and point stress (i.e. Weidmann criteria), avoiding sharp electrodes for each specific voltage class and capability to analyze complex geometries using 2D and 3D electric field solvers. Hence these are stringent design criteria that must be present at the manufacturer and more specifically in the manufacturing space itself. This must be considered when purchasing the transformer and should be questioned at time of evaluation.

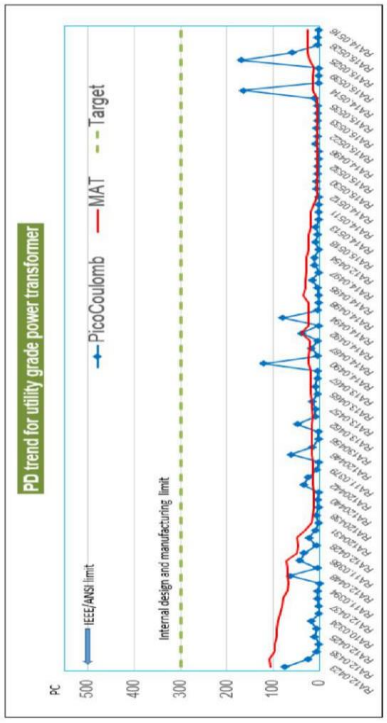
A PD-free design is not only driven by design, but also through stringent quality control of insulating materials, workmanship, cleanliness of work environment and moisture control in the manufacturing processes.

As indicated previously, power transformers are subjected to the induced voltage test per IEEE standard C57.12.00 and C57.12.90. with PD measurement prescribed.

Notwithstanding these standards **and self-imposed minimum PD levels**, the quality of our design guarantees longevity through even more stringent control of PD level on all power transformers manufactured.

Over the past recent period of one-hundred (100) transformers manufactured at PTI's Winnipeg facility, 90% tested at PD levels of less than 50pC, of which, the majority (94%) tested at 25pC or less.

The graph on the right demonstrates the results discussed in this profile sheet.



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PROFILE SHEET

ENGINEERING INNOVATION ◊ 300 YEARS OF CUMULATIVE EXPERIENCE

PTI Transformers Engineering team has over 300 years of cumulative experience in design and development of transformers PTI Transformers is always very active in working together with lead customers on the development of new solutions in large power transformer engineering.

The progress in this area was achieved through:

(i) Pro-active **interpretation of customer's specification**, looking for most economical solution for the customer. As example – the customer was looking for design of a spare GSU for a few locations with different LV voltages and same HV voltage; the original specification called for reconnectable LV winding which at 600MVA power rating would extremely impractical; instead we proposed and developed with MR , Germany a new multi-position de-energized switch for HV side, which allowed to generate all required ranges of HV voltage with different supply voltage at LV terminals (with variable flux design) – see reference [5]

(ii) **Common research** with a power utility, also through University of Manitoba, Winnipeg, MB and Poznan University of Technology, Poland – see e.g. [2, 3, 6.7] Example - Study of transformers' operational problems with moisture ingress - see [4]

(iii) **Publication of recent achievements** in conference papers or international journals – see [1-14]

(iv) Participation in international **standardizing organizations** (IEEE, IEC) to promote implementation of solutions and new materials, e.g. in IEEE Standard C57.54 IEEE Standard for the Design, Testing, and Application of Liquid-Immersed Distribution, Power, and Regulating Transformers Using High-Temperature Insulation Systems and Operating at Elevated Temperatures (CG was represented by a few persons in the IEEE Working Group providing required input related to thermal performance and implementation of high temperature materials, such as aramid paper and board)

(v) **Knowledge sharing with customers** through seminars, e.g. Weidman seminars, IEEE tutorials, customized presentations to customers

(vi) In-depth **design reviews** with customer's consultant(s) before and after award of the contract to search for cost savings opportunities
As example – PTI developed a large phase-shifting transformer with both exiting and series units housed in one tank – this reduced the footprint of the unit in the station, simplified transport and allowed for easier operation of the unit – see ref. [8-9].

(vii) Contribution to development of **integrated design solution** to achieve optimized design with transient, thermal and short circuit strength verification

(viii) Expertise to design and manufacture **design solutions to special requirements of customer** like Mobile substations up to 230kV class, HVDC converter transformers, units with dual LV in zig-zag connection, GSU unit with 500kV-230kV reconnection, Universal spare GSU units with different LV voltages, Phase shifting transformers

(ix) **Collaborative design solutions** for site operation, e.g. Reverse power flow studies

References – selected literature on research performed by PTI Transformer LP:

1. W.Ziomek TRANSFORMER ELECTRICAL INSULATION (Editorial), IEEE Transactions on Dielectrics and Electrical Insulation, Vol.19, No6, December 2012

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2. W.Sikorski, K.Siodla, W.Moranda, W.Ziomek LOCATION OF PARTIAL DISCHARGE SOURCES IN POWER TRANSFORMERS BASED ON ADVANCED AUSCULTATORY TECHNIQUE, IEEE Transactions on Dielectrics and Electrical Insulation, Vol.19, No6, December 2012
3. K.Ludwikowski, K.Siodla, W.Ziomek INVESTIGATION OF TRANSFORMER MODEL WINDING DEFORMATION USING SWEEP FREQUENCY RESPONSE ANALYSIS, IEEE Transactions on Dielectrics and Electrical Insulation, Vol.19, No6, December 2012
4. T.Kalicki, W.Ziomek MOISTURE IN HIGH VOLTAGE POWER TRANSFORMERS IN SERVICE, Spec. Edition of Journal ELEKTROTECHNIKA, Warsaw, Poland, 2010
5. K.Vijayan, W.Ziomek, J.Tennant UNIVERSAL SPARE GSU TRANSFORMER FOR ONTARIO POWER GENERATION INC OF CANADA, Conference TRAFOTECH 2010, India
6. W.Ziomek, W.Sikorski, K.Siodła, P.Staniek, E.Kuffel, LOCATION AND RECOGNITION OF PARTIAL DISCHARGE SOURCES IN A POWER TRANSFORMER USING ADVANCED ACOUSTIC EMISSION METHOD, Spec. Edition of Journal ELEKTROTECHNIKA, Warsaw, Poland, 2008
7. S.N.Fernando, M.R.Raghuveer, W.Ziomek OPTIMAL WAVELET SELECTION TO IDENTIFY FAULTS DURING IMPULSE TESTS, 2006 IEEE Conference on Electrical Insulation and Dielectric Phenomena, Oct. 2006, pp.77-80
8. W.Ziomek, K.Vijayan, W.Felber DEVELOPMENT OF PHASE SHIFTING TRANSFORMERS AT PAUWELS CANADA, Spec. Edition of Journal ELEKTROTECHNIKA, Warsaw, Poland, 2006
9. W.Ziomek, K.Vijayan, J.C.Garcia, W.Felber DEVELOPMENT OF PHASE SHIFTING TRANSFORMERS FOR SCOTTISH SOUTHERN ENERGY, Conference TRAFOTECH 2006, India
10. W.Ziomek, E.Kuffel, DESIGN OF INSULATION SYSTEM FOR LARGE POWER TRANSFORMERS, Spec. Edition of Journal ELEKTROTECHNIKA, Warsaw, Poland, 2004
11. S.N.Fernando, M.R.Raghuveer, W.Ziomek DETECTION OF TEMPORARY FAULTS DURING IMPULSE TESTS USING WAVELETS, IEEE Conference on Electrical Insulation and Dielectric Phenomena 2003, Annual Report 2003, pp.478-481
12. W.Ziomek, E.Kuffel, GAS INSULATED POWER TRANSFORMERS, Spec. Edition of Journal ELEKTROTECHNIKA, Warsaw, Poland, 2002
13. K.Siodla, W.Ziomek, E.Kuffel, THE VOLUME AND AREA EFFECT IN TRANSFORMER OIL , Conf. Record of the 2002 IEEE International Symposium on Electrical Insulation, Boston, USA, April 7-10, 2002
14. Kuffel E. Kuffel P, Ziomek W, NELSON RIVER HVDC POWER SYSTEM IN MANITOBA, Proc. of V Symposium on High Voltage Engineering, 19-22 May, 2000, Poznan-Kiekrz, Poland

PRODUCT RANGE:

- ◊ Substation transformers
- ◊ GSU transformers
- ◊ Auto-transformers
- ◊ Phase shifting transformers
- ◊ Mobile substation transformer

- ◊ Primary voltage up to 525 kV
- ◊ Primary voltage up to 230 kV for mobile substations

- ◊ Up to 750 MVA top rating
- ◊ LTC & DETC

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PROFILE SHEET

COMPANY PROFILE ◊ ENGINEERING

At PTI Transformers we realize that the design of power transformers, with primary voltage through 525 kV, requires a very high level of expertise which we have in-house

Our senior engineers are members of the IEEE and are active at various IEEE transformer working groups or committees and are experts on NEMA, IEEE/ANSI, CSA and IEC standards.

Our transformers are designed to the specifications and applications as per our customers' request.

Through special in-house developed software, we optimize every transformer in relation to labor and current material cost and loss evaluation together with eventual noise level restrictions imposed. We evaluate transformer behavior during short-circuit conditions, as well as the analysis of specific areas where high electrical stresses can occur during normal transformer operation. Part of our design verification is hinged on the calculation of distribution of voltage stresses during lightning impulse and switching surge conditions.

Should seismic calculation and withstand be required we can provide static or dynamic design evaluation to ensure the transformer will withstand the specified customer requirement.

The PTI Transformers LP engineering staff, entails a group of twenty-six (26) full-time engineers having a total of 336 years of experience.

Our engineer staff, members of the IEEE and CIGRE organization, are using robust and proven designs philosophies which in turn translates in an ultra-low in-filed failure rate of less than 0.01%. We are using 3D fabrication drawings to further reduce the first pass yield to industry standards.

Department	# of people	Avg. seniority	Total seniority
Mechanical engineering	14	13.33	186.62
Electrical engineering	10	6.29	62.90
Engineering management	2	43.50	87.00
Total years	26		336.52

Our senior engineers are well respected in the North American transformer market, below their biography:

Dr. Waldemar Ziomek – Engineering R & D Manager

Waldemar started in 1997 with Pauwels Canada Inc. as a design engineer and became in 1999 their Engineering Manager through 2014. Today, due to his vast experience he is the **Engineering R&D Manager at PTI Transformers.** He as a PhD, in EE, from the Poznan University of Technology specialized in Electric Power and High Voltage Engineering, as well as a MSC degree in Electric Machines and Apparatus.

As Manager of Engineering he designed the insulating structures as well as supervised designs and the manufacturing of 500+ power transformers between 1999 and 2014; entailing substation transformers, generator step-up transformers, auto-transformers, phase shifting transformers, and HVDC transformers. Although, PTI Transformers LP is not manufacturing transformers with a primary voltage up to 765 kV, he was part of the 765 kV development team.

He published over sixty (60) papers for various organization or institutions such as CIGRE and IEEE, this concerning

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transformer insulation, vacuum insulation systems, gaseous dielectrics and discharge recognition methods.

He is a current member of the IEEE Power Engineering Society, Transformer Committee, IEEE standards association, CSA and CIGRE.

Currently he is also Adjunct Professor at the University of Manitoba.

Krishnamurthy Vijayan – Engineering Manager

From 1981 through 1989, Vijayan was the Senior Electrical Design Engineer at Crompton Greaves Ltda., India. From 1998 through 2001, he was the Engineering Design Manager at Crompton Greaves Ltda., India. He immigrated to Canada in 2001 as Senior Electrical Design Engineer for Pauwels Canada Inc./CG Power Systems Canada Inc. Vijayan was promoted to Head of Electrical Engineering with CG Power Systems Canada Inc. and promoted as Engineering Manager in 2014.

He has a Master of Engineering with specialization of High Voltage Engineering from the reputed University, Indian Institute of Science in India.

Although, PTI Transformers LP is not manufacturing transformers with a primary voltage up to 765 kV, Vijayan was part of the CG Power Systems, Hungary, 765 kV development team. He was also part of the development team for 1200kV auto-transformer by the CG group.

He was directly involved in the electrical design of 420 kV shunt reactors, 750 MVA top rating 3 ∅ auto-transformers, 200 MVA 1 ∅ generator step-up transformer, 650 MVA 3 ∅ generator step-up transformer, 200 MVA 3 ∅ phase shifting transformer as well as a 600 MVA 3 ∅ universal generator step-up transformer and not to forget the development of a 3 ∅ 230 kV mobile substation transformer.

He published over twelve (12) technical papers for various organization or institutions such as CIGRE and IEEE, this concerning Shunt reactors, Phase shifting transformers, Universal spare GSU transformers, Mobile substation, Smart transformers and Geomagnetic induced currents in transformers.

In short, Vijayan has over thirty-eight (38) years of large power, transformer, EHV shunt reactor, phase shifting and mobile transformer experience.

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- ◊ Primary voltage up to 230 kV for mobile substations

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- ◊ LTC & DETC

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PROFILE SHEET

COMPANY PROFILE ◊ QUALITY MANAGEMENT SYSTEM

PTI Transformers LP is ISO 9001:2008 **certified** for **"power transformers up to 1,000 MVA, with a primary voltage class up to 765 kV and mobile transformers"**.

Our quality philosophy is:

- To provide best in-class power systems of exceptional quality and productivity
- To be a customer-focused organization through the translating customer requirements into world class power systems
- To foster a creative work environment that promotes employee innovation, development, and engagement
- To continue improve our operations, systems and productivities
- To develop and sustain and exceptional supply chain network that delivers quality products and services every time, through a mutual beneficial customer supplier relationship

On a periodically basis, as prescribed by the quality manual, reviews at the level of management are made to evaluate key performance factors related to the quality policy and quality objectives, which are shared through the organization in words and in action. This review process is described in detail in the controlled quality manual and this for all level of the organization; hence we are truly a made-to-order organization. Not only do we focus on in-house control PTI Transformers, through internal audits, customer satisfaction is of paramount importance and is the primary responsibility of each employee; hence on regular basis customer surveys are conducted to analyze the effectiveness of our quality management systems.

Each of all quality management processes are monitored and measured by the respective process owners through through their selected Key Performance Indicators (KPI's). Process owners must select KPI's that allow them to monitor their process or department's performance, and to be able to react where corrections or improvement are required to adhere to adhere to the quality objectives set. Measurement of success and failure is contribution to PTI Transformers LP success as a first-class large power transformer supplier.

The success of PTI Transformer's quality process control is hinged on the following corner-stone procedure; and these are:

- **Control of documents procedure** – to establish and maintain a process for review, approval, distribution and control of all essential documents related to ISO 9001 Quality Management Systems (QMS) and ISO 14000 Environmental Management System (EMS).
- **Sales procedure** – to establish and maintain a process for all request for quotations within the organizations and provide guidance of execution though flow chart control.
- **Design procedure** – to establish and maintain a process for all quotation design with the design tools in place through flow chart control.
- **Manufacturing procedure** – establishes a well-documented manufacturing procedures and work instructions for all of our fabrication and manufacturing processes, including collection of relevant manufacturing data.
- **Contract administration procedure** – to establish and maintain the contract administration function within the organization and to provide guidance through flow-chart control.
- **Scheduling procedure** – to establish and maintain a process for scheduling through the organization and at all levels of the organization and to provide guidance through flow-chart control.

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- **Design-to-order procedure** – to establish and maintain a design process for transformers orders within the engineering department and to provide guidance through flow-chart control.
- **Manufacturing procedure** –
- **Inspection and testing procedure** – to establish and maintain a process for inspection and testing process for all products manufactured at PTI Transformers LP
- **Getting ready for transportation** – to establish and maintain a process for testing the product and all associated parts and preparing it for shipment to defined location as specified in the customer's contract.
- **Shipping and invoicing** – to establish and maintain a process for shipping and invoicing for the product manufactured by PTI Transformers LP.

PTI Transformer's objective is well defined in our QMS and are solely related to ensure that the **manufactured products perform safely and reliably, meeting the requirements specified by its customers and providing excellent life cycle value; while considering that for the most part people are driving the quality of organization and products supplied.**

Therefore, we measure success and failure within the PTI Transformers organization as defined in the QMS manual, these are:

- **Continual improvement** – to establish and maintain continual improvement processes throughout the organization
- **Preventative action** – to establish and maintain a process to induce preventive action processes throughout the organization to identify and eliminate the causes of potential nonconformities to prevent their occurrences
- **Control of non-conformances** – to establish and maintain as process for identification, segregation and disposition of non-conformances of the product manufactured to further prevent its unintended use of delivery

The continual improvement processes include the monthly measurement of:

- First pass yield
- In-field failures
- Cost of poor quality (COPQ) as a percentage of net sales
- Efficiency in production as a measure of throughput time
- EHS
- Quality of supply
- Inventory control

The PTI Transformers QMS and EHS program is geared towards safe operation of the product manufactured as customers are depending on high quality products to contribute greatly to the stability of their grid system in various shapes and forms. Indeed, the PTI Transformers power transformers are in fact an investment in our technology that needs to be secured for decades. Our customer's investment is secured through our processes implemented therefore inducing consistent quality of the product and its vital parts.

PTI Transformers LP does not compromise on quality; this through systems put in place and rigorous acceptance testing which ultimately has resulted in an "in-field failure rate of less than 0.01%".

PRODUCT RANGE:

- ◊ Substation transformers
- ◊ GSU transformers
- ◊ Auto-transformers
- ◊ Phase shifting transformers
- ◊ Mobile substation transformer

- ◊ Primary voltage up to 525 kV
- ◊ Primary voltage up to 230 kV for mobile substations

- ◊ Up to 750 MVA top rating
- ◊ LTC & DETC

PTI Transformers LP ◊ 101 Rockman Street ◊ Winnipeg MB R3T 0LT ◊ T: 204-452-7446 ◊ F: 204-453-8644

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PTI TRANSFORMERS

PTI TRANSFORMERS — PROFILE SHEET

COMPANY PROFILE ◊ WINDINGS

Windings are of the circular concentric type, because this shape results in the highest short-circuit strength and provides excellent cooling performance with natural or forced oil flow. The copper conductors are paper covered magnet wire (single, twin, or triple), or continuously transposed cable and designed to optimize eddy loss and withstand anticipated short circuit forces. Low-voltage windings are made with netting tape/perforated Nomex® insulation for better thermal performance. The inner windings are designed to withstand inward radial forces based on ability of conductor to resist forces in a "free-buckling" mode. All the CTC conductors are epoxy bonded for high mechanical strength. High voltage windings are designed with special shielded windings without any joints for better impulse strength. Custom designed static rings are normally used to control the electric field at the ends of windings.

Insulation materials are made from pre-compressed boards of high mechanical and electrical strength. Insulating material is cut to size. End blocks and supporting structures are fabricated in the plant insulation shop or by PTI Transformers LP approved insulation manufacturers. All angle rings and caps are made of molded pressboard, with contoured profiles, in order to increase the dielectric withstand.

Directed oil flow is typically used to provide enhanced cooling and to limit hot spot temperatures. The oil flow washers/seals direct the oil flow in a zigzag pattern through the windings to provide effective cooling. For the units with forced cooling the oil from pumps is directed into the windings (ODAF) where oil enters through the oil holes in the bottom insulation; it is distributed through the oil reservoir into all windings, continues throughout the winding in zigzag pattern and leaves the coil assembly at the top. This system is superior to the OFAF method in which the oil is pumped into the tank, cooling only the bulk volume of oil and not the oil in the windings.
After the individual coils are wound, they are initially sized, dried in the auto clave vacuum oven, and then sized again with a clamping pressure of 600psi (4 N/mm2). Critical windings are sized under spring pressure. After drying, they are sized to the required axial height to ensure short circuit performance. The coils are combined together into the coil assembly and then completed with end insulation. The coil assembly is next compressed to ensure correct positions of all windings within the coil assembly. The Winding area has been completely refurbished to isolate the department and provide a dust free environment. Positive air pressure is maintained by filtered air make-up units to ensure that positive air flow is provided in the shop. This air flow minimizes the intake of non-filtered air through open doors etc. and ensures that air-borne contaminants are kept to a reduced to a level that will ensure a clean production environment.

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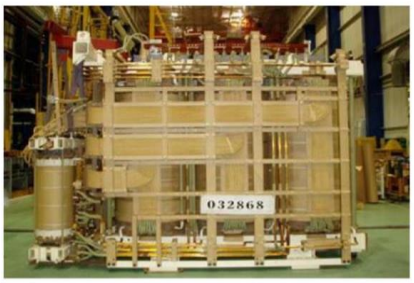
PROFILE SHEET

COMPANY PROFILE ◊ CORE & COILS ASSEMBLY



Prefabricated coil to clamp insulation is fitted on the bottom clamps prior to placing the coil assemblies concentrically on the core legs. The major insulation is usually of rigid form. It is prefabricated in a specially designated insulation area, isolated from other departments to provide carefully controlled clean and dry manufacturing and storage environment.

After the coils are lowered into place, the top pre-fabricated coil to clamp insulation is placed in position and the top yoke of core steel and box clamp are added. The coils are clamped axially by tie rods, or tie-plates, made of high tensile strength steel, as required by design. The core clamps and tie rods (or tie-plates) are designed so that the coils cannot shift during shipment and can withstand the maximum forces that may develop under short circuit conditions.

All leads and bus-bars are rigidly supported to withstand shipping and short circuit forces. Supports are made of high density pressboard with specially developed fiber-glass reinforced epoxy hardware.

All steel projections are located in areas of low electrical stress and, where necessary, high voltage leads are insulated using contoured insulation or shielded by metal tubes to minimize the local electrical stresses. The core & coils assembly is thoroughly inspected before it goes into the vapor phase process.

During the manufacture of HVDC units, a clean room is utilized to minimize the opportunity for active part contamination. The structure is erected in the assembly area and positive air flow provided through portable air filters. Employees are required to dress in lint free coveralls and entrance to the area is controlled and limited only to employees involved in the project and fully compliant with clean room procedures.

PTI Transformers LP core and coils are of robust quality and design, which ultimately has resulted in an "in-field failure rate of less than 0.01%".

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PROFILE SHEET

COMPANY PROFILE ◊ VAPOR-PHASE PROCESSING

Increasing quality requirements demand a more and more careful treatment under vacuum. After the initially applied technologies such as the hot-air circulation process, the vapor-phase drying process nowadays is the most efficient method to treat power transformers. At PTI Transformers LP we use a Hedrich system, 400 kW, cascade evaporator.

The completed core and coil assembly is thoroughly dried by the vapor-phase drying process to achieve the predetermined parameters, such dew point and water content in cellulose insulation (less than 0.3% moisture content in insulation).

The core and coil assembly is heated to 50C, by injecting kerosene vapor into the autoclave; afterwards the autoclave internal pressure is lowered to 35mbar for 2 hours. Then kerosene vapor is injected again and the core and coil assembly is now raised to a temperature 85C with a vacuum to 30mbar and this for 2 hours. A new kerosene vapor cycle is introduced now with the core and coil assembly reaching a temperature of 110C with vacuum to 30mbar for 2 hours. At the final heating cycle the core and coil assembly is raised to 120C and the autoclave internal pressure is then lowered to 25mbar for 1 hour. The chamber is then placed under fine vacuum; minimum end criteria for vacuum is 0.15mbar or less for a minimum of 3 hours with all other process parameters met.

The core and coil assembly must be at a minimum temperature of 115C at the end of the fine vacuum cycle and water extraction rate must be 14 g/hr/tonne. Only then these parameters together give an insulation moisture level of 0.3% or less as required.

The vapor phase is a fully automated machine with 24 hours fully automated monitoring and logging.

As the environment in the autoclave is essentially oxygen free, temperature reaching 120ºC can be utilized without damage to the insulation or loss of life.

After the core and coil assembly is removed from the autoclave, the assembly is completely retightened, while hot, to take up all shrinkage, then cleaned, inspected, and promptly tanked within the times set by design.

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PROFILE SHEET

COMPANY PROFILE ◊ TANK MANUFACTURE

Transformer tanks are constructed of mild-steel and designed to withstand normal operating conditions, application full vacuum, lifting, jacking, and skidding.

The completed tank and accessories are abrasive blasted to remove all mill scale and contaminants, and coated with a robust plural component coating system that exceeds IEEE recommended performance standards.

Adequate facilities are provided on the tank for lifting, jacking and pulling, as per CSA, IEEE/ANSI or even IEC. Openings in the cover are formed by raised flanges designed so that the fasteners do not extend through the cover. Hand-holes and/or manholes are provided for easy access to the active assembly within the tank, access to internal bushing connections etc. Tank bases are made from structural shapes or thickened base plates.

PTI Transformers is Canadian Welding Bureau certified for welding design, practices and procedures. Only CWB or AWS certified fabrication shops are employed for metal fabrication. Only AWS or CWB prequalified joints are utilized. The tank corner joint design is a tee-joint with a double fillet weld (one fillet on each side of the plate). As only CWB or AWS certified fabrication shops are employed, all welds are performed to qualified procedures by qualified welders.

The tee-joint corner design of the tanks allows for a flexible joint and increases the rupture resistance of the tank due to possible internal fault. This tank corner welding procedure has been our standard since the early 1970's and no field issues where reported with respect to tanks leaking at the corner joints.

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COMPANY PROFILE ◊ TESTING

Prior to shipment, all transformers manufactured by PTI Transformers LP are tested in accordance with the latest applicable IEEE/ANSI and CSA standards and customer specifications.

All industry standard and optional tests with the exception of short-circuit tests, are performed in-house at PTI Transformers LP We have well trained personnel and utilize accurate, certified and modern test equipment.

The results of all tests are provided in a certified test report.

PTI Transformers LP performs the tests as listed in IEEE/ANSI C57.12.90 and CAN/CSA-C88-M90.

The PTI Transformers LP are tested as follows:

Performance tests:

- Ratio test
- No load loss and % excitation current before and after dielectric tests
- Load loss and % impedance
- Zero sequence impedance

Dielectric tests:

- Lightning impulse test include full wave and chopped wave impulse.
- Switching Impulse
- Applied voltage test
- Induced overvoltage with partial discharge measurement (3 phase or 1 Phase)

Thermal test:

- Winding resistance
- Heat run test
- Over load heat run
- Dissolved gas analysis (DGA)
- Thermal scan on transformer tank.

Other tests:

- Insulation capacitance and power factor test on windings and bushings.
- 10 kV excitation current
- Sound level test
- Megger - Insulation resistance (IR) and polarization index (PI) of winding.
- Megger for core, clamp and ground.
- Recurrent surge test – only done on new, critical or if specified be customer.
- CT test – ratio, excitation, polarity, resistance and knee point voltage.
- On load tap changer test for rated voltage and current.
- Magnetic balance test
- Vector group and polarity.
- The control test on auxiliary equipment.

In process test:

These tests are done during the manufacturing process on core and coil assembly of transformer.

- Core insulation tests.
- Pre-lead assembly ratio test.
- Winding resistance (optional).

Prior to shipment, and upon customer's request, PTI Transformers LP can do a frequency response analysis (often referred to as FRA or SFRA) which is a powerful and sensitive method for

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PROFILE SHEET

testing the mechanical integrity of transformer cores, windings, and press frames, in power transformers.

SFRA creates a so-called **"fingerprint"** of the power transformer. Comparing the measurements taken at various phases or on multiple identical transformers, as well as comparing measurements with the former fingerprint of the same transformer, provide indications of any mechanical or electrical changes after the transformer has been delivered to site.

PTI Transformers recommend testing the frequency response particularly after transporting transformers and after faults at high currents have occurred and compare these with one done prior shipment.

PTI Transformers is equipped with a state-of-the-art digital impulse recording system. The Haefely-Trench impulse system (HAIS) with 16 stages impulse voltage generator of capacity 3200kV and 320 kJ, provides the most accurate analysis of impulse results available today. The electronic recording of the impulse current and voltage waveforms allows quick mathematical comparisons to be made, including the difference between the two waveforms under scrutiny. Accurate printed and plotted final results are quickly available.

For chopped wave tests, a five-stage, 15 gaps, 3000 kV multiple chopping gap is used. The PTI Transformers test bay is capable of performing lightning impulse with chopping and switching impulse tests as per customer requirement and international standards.

For induced testing, a variable voltage alternator, rated 8.66kV, 100 Amps, 3/1-phase, 50 to 240 Hz, is used and solid state speed control of the 1000 HP, DC driving motor with DC voltage 527-700 volts. In the induced potential test, partial discharge (pC) and RIV (µV) measurements are done with omicron MPD 600 High-end partial discharge measurement system with 6 channel output, it is the best partial discharge measurement and analysis equipment available across the industry.

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PROFILE SHEET

COMPANY PROFILE ◊ PACKING, SHIPPING & LOGISTICS

Medium and large power transformers by their size and weight are challenging to ship. The plant is ideally located to take advantage of both highway and rail links to major transportation arteries in North America. This allows PTI Transformers to ship transformers units to the four corners of the content. PTI Transformers has significant experience in the transportation of large power transformers which reduces the risk of transportation damage for our customer.

We are able to coordinate all of our customer's logistics requirements from a single point of contact (SPOC). PTI Transformer's shipping department can make arrangements for customer's units to be shipped by rail, track, ship or any combination. We will also coordinate the offloading of the unit at the site or storage area and moving the unit to its final location.

We use reputable specialty carries for our trucking requirements and utilize local logistics agencies to establish permits for long haul truck shipments from the plant. Our facility has a railway spur which enters the main building on the east side and allows our staff to load a transformer directly onto the railcar inside the factory.

Our shipping department transports all of the parts and spare parts for the unit to the site or a location of the customer's choosing. These parts are coordinated to meet the transformer at the site to ensure the economic off-loading of parts and the transformer at the same time.

We use the latest digital sensors and GPS technology to monitor the shipping process while the transformer is on the move. Each transformer can be equipped with digital impact monitor and/or GOS tracing system. This allows PTI Transformers LP to assess whether there were any anomalies during the shipping of the unit and whether there were any impacts that could affect the quality of the product. The GPS tracking system allows us to track the process of the unit in real time and if there are any anomalies in the impact recorder, they can be coordinated with the GPS information after the fact to determine where and when the anomaly took place.

All of the activities related to packing and shipping are controlled by written/illustrated procedures to ensure consistency and conformance to requirements. These procedures are available at the plant for audit at a time convenient to our customers.

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PROFILE SHEET

COMPANY PROFILE ◊ AFTER SALES SERVICE

PTI Transformer LP's professional service group is ready and capable to fulfill all the after sales service requirements you may have.

Our transformer service group consist of five (5) experienced technicians; fully qualified and safety certified to dress-out large power transformers with primary voltages up to 525 kV.

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PTI Transformer's service team carry-out on-site inspections, diagnostics and maintenance activities in addition to on-site refurbishments and repair work.

We have the expertise to perform all required activities on power transformers and load tap changers as follows:

- **Installations and relocations**
  - New transformer installs and testing
  - Existing transformer relocation
  - Commissioning and start-up
- **Repairs and refurbishment**
  - Radiator/Cooler replacements
  - Gasket replacement & leak repair
  - Cleaning and painting
  - LTC and DETC refurbishment
  - HV & LV bushing refurbishment
  - Control box refurbishment
- **Transformer enhancement and improvement**
  - Cooling upgrades
  - Breather upgrades
  - Controls upgrade
  - LTC & DETC upgrades
  - Gauges & probes upgrade
  - Pressure relief device conversions and ducting

In addition to providing the above mentioned services, PTI Transformers also provides OEM spare parts such as buchholz relay, radiators, WTI/OTI, fans, pumps, bushings, gauges or any other related LTC transformer accessory.

We provide on-site transformer consulting, including surveys, commissioning, internal & external transformer inspections, oil testing and training where required.

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SECTION 6: ISO CERTIFICATIONS

NSF ISR

Certificate of Registration

This certifies that the Quality Management System of

PTI Transformers LP

101 Rockman Street
Winnipeg, Manitoba, R3T 0L7, Canada

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

ISO 9001:2015

Scope of Registration:
Design, manufacture, delivery and servicing of medium and large power transformers.

ANAB ACCREDITED FOR CONFORMITY MANAGEMENT SYSTEMS CERTIFICATION BODY

IAF MEMBER OF MULTILATERAL RECOGNITION ARRANGEMENT

Certificate Number:	6G721-IS10
Certificate Issue Date:	22-APR-2021
Registration Date:	09-MAY-2021
Expiration Date *:	08-MAY-2024

Jennifer Morecraft,
Senior Managing Director

NSF International Strategic Registrations
789 North Dixboro Road, Ann Arbor, Michigan 48105 | (888) NSF-9000 | www.nsf-isr.org

Authorized Registration and /or Accreditation Marks. This certificate is property of NSF-ISR and must be returned upon request.
*Company is audited for conformance at regular intervals. To verify registrations call (888) NSF-9000 or visit our web site at www.nsf-isr.org

Certificate of Registration

This certifies that the Environmental Management System of

PTI Transformers LP

101 Rockman Street
Winnipeg, Manitoba, R3T 0L7, Canada

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

ISO 14001:2015

Scope of Registration:
Design, manufacture, delivery and servicing of medium and large power transformers.

Certificate Number:	6G721-EM7
Certificate Issue Date:	22-APR-2021
Registration Date:	09-MAY-2021
Expiration Date *:	08-MAY-2024

Jennifer Morecraft,
Senior Managing Director

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SECTION 7: OTHER REQUESTED PROPOSAL DOCUMENTS

- Certificate of Insurance
- Reference List
- US Business References
- Paint Specification
- Short circuit capability
- PTI Approved List of Vendors
- Storage Policy
- Corp Origination Chart
- Quality Plan
- Quality & Environmental Management System MANUAL
- Safety & Healthy Policy
- Inspection and Test Plan

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AON

Aon Reed Stenhouse Inc.
2103 - 11th Avenue, 8th Floor
Regina, Saskatchewan
S4P 3Z8

Certificate of Insurance

To: **TO WHOM IT MAY CONCERN** **Re:** **Evidence of Insurance**

Insurance as described herein has been arranged on behalf of the insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

Insured: **PTI Transformers LP**
101 Rockman Street
Winnipeg, MB R3T 0L7

Coverage:	Insurer(s)	Policy No.	Policy Eff. Date	Policy Exp. Date	Limit(s) of Liability
Commercial General Liability	Liberty Mutual Insurance Company	1000544840-01	July 15, 2022	May 15, 2023	$2,000,000 each Occurrence - Bodily Injury and Property Damage, subject to aggregate where applicable Non-Owned Automobile Liability
Umbrella Liability	Everest Insurance Company of Canada	E4MF008079	July 15, 2022	May 15, 2023	$3,000,000 each Occurrence in excess of underlying policies above on a follow form basis.
Cargo	CNA	MP 4411	May 15, 2022	May 15, 2023	$5,000,000 by any one inland conveyance $50,000 Deductible any one loss
Manufacturer's E&O	Certain Underwriters at Lloyds *as authorized by Strategic Underwriting Managers Inc.*	To be advised	July 15, 2022	May 15, 2023	$5,000,000 each Claim $5,000,000 Aggregate $ 50,000 Retention
Contractor's Pollution Liability	Liberty Mutual Insurance Company	UB1TO1ACIX5H122 $	May 11, 2022	May 15, 2023	$5,000,000 Each Occurrence $5,000,000 Aggregate

THIS IS A SUMMARY OF COVERAGES ONLY; ACTUAL POLICY WORDING, CONDITIONS AND LIMITATIONS APPLY

This Certificate constitutes a statement of the facts as of the date of issuance and are so represented and warranted only to the Certificate Holder; other persons relying on this Certificate do so at their own risk.

Aon Reed Stenhouse Inc.

Dated July 20, 2022, at Regina, Saskatchewan

Terrilee Lamer, CAIB
(306) 569-6726

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,
THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

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Reference List

Ship Year	Ref #	Customer	# Ph	Type	Base MVA	Top MVA	HV KV	LV KV
2021	RA 1□0064□	□a□□ta□Pow er	3	Pow er	100	167	2□0	3□5
2018	RA 1□061□	□□□□□□ POWER GENERAT □□N	3	Pow er	120	1□0	25□	1□4
201□	□□1□0□□1	□a□□ta□□□□er	3	□□□er	100	1□□	1□□	□□1□
2017	RA 1□05□0	□a□□ta□Pow er	3	Pow er	100	167	2□0	3□5
201□	□□1□0□□□	□a□□ta□□□□er	3	□□□er	100	1□□	1□□	□□1□
2015	RA 1□0□0□	ED F □e□e□abe □□er□y	3	PO □ ER	100	167	13□	3□5
2015	RA 1□051□	WANZEK CONSTRUCT □□N □□□.	3	GS □	102	1□0	2□0	3□5
2015	RA 1□049□	M□□NESOTA POWER	3	AUTO	100	167	2□0	11□
2015	RA 1□0□00	M□□NESOTA POWER	3	AUTO	100	167	2□0	11□
2015	RA 1□0□0□	□er□□□ □ □□er□y □□de□□	3	AUTO	107	1□0	34□	11□
2012	RA 12.0410	□□ut□ □e□a□ □e□tr□□	3	□ut□	□0	1□0	13□	69
2012	RA 12.0□0□	□□ut□ □e□a□ □e□tr□□	3	□ut□	□0	1□0	13□	69
2012	□□12.0□0□	□□ut□ □e□a□ □e□tr□□	□	□ut□	□0	1□0	1□□	□□
2012	RA 12.0□0□	SUNCOR	□	Pow er	95	158 3	2□0	3□5
2012	RA 12.0□0□	SUNCOR	3	Pow er	95	158 3	2□0	3□5
2012	RA 12.0□0□	□ve□er□y LLC	3	GSU	100	167	2□0	3□5
2012	RA 11.0□0□	□ve□er□y LLC	3	GSU	100	167	2□0	3□5
2012	RA 11.0□0□	□u□□□r	3	Pow er	95	177 3	2□0	3□5
2012	RA 11.037□	M□□e□□ta Pow er	3	GSU	□0	1□0	2□0	3□5
2012	RA 11.037□	M□□e□□ta Pow er	3	GSU	□0	1□0	2□0	3□5
2012	RA 11.038□	PPL □e□tr□□ □t□□tie□ □□r□.	3	□ut□	102	1□0	13□	69
2012	RA 11.038□	□a□□ta□Pow er	□	GSU	100	167	2□0	3□5
2012	RA 11.038□	□a□□ta□Pow er	□	GSU	100	167	2□0	3□5
2012	RA 11.0381	Mid□□er□a□ □□er□y	□	GSU	108	1□0	34□	3□5
2011	RA 11.033□	□tter □a□Pow er □□□ □a□y	3	□ut□	112	187	2□0	11□
2010	RA 0□029□	□at□□a□□e□tr□□ □y□te□ □□□.	3	□ut□	□0	1□0	2□0	11□
2009	RA 0□0251	□u□ue□□e Lig□t & Pow er	1	□ut□	□0	1□0	34□	13□
2009	RA 0□02□0	□u□ue□□e Lig□t & Pow er	1	□ut□	□0	1□0	34□	13□
200□	□□0□02□□	□u□ue□□e □□□t □ □□□er	1	□ut□	□0	1□0	□□□	1□□
2009	RA 0□024□	□u□ue□□e Lig□t & Pow er	1	□ut□	□0	1□0	34□	13□
2009	RA 0□020□	□u□□□□ □e□tr□□ Pow er	1	Pow er	□0	167	13□	4□3
2009	RA 0□018□	□PL □erv□e□ □□r□.	3	GSU	□0	1□0	69	1□2
2008	9□07□212	SUNCOR	3	Pow er	95	177 3	2□0	3□5
2008	9□07□211	SUNCOR	3	Pow er	95	177 3	2□0	3□5
2007	9□063□07	□e□□□y Va□□a Pow er & □□□t	3	□ut□	106	1□0	2□0	69
2006	9□063□06	□e□□□y Va□□a Pow er & □□□t	3	□ut□	106	1□0	2□0	69
200□	□□0□□□0□	□e□□□y Va□□a □□□er □ □□□t	□	□ut□	10□	1□0	2□0	□□
2006	9□053□24	Fir□t□□er□y □□r□	3	Pow er	100	168	2□0	69
2006	9□053□05	Fir□t□□er□y □□r□	3	Pow er	100	16□6	2□0	69
2005	9□04□073	M□□□□□ta Pow er	3	□ut□	100	187	2□0	11□
2003	9□012181	□□u□a □et□□r□□	3	□ut□	101	168	236	64.5x69
2003	9□022335	□□ □ydr□	3	Pow er	□0	1□0	225	12.□12.6
2003	9□022336	□□ □ydr□	3	Pow er	□0	1□0	225	12.□12.6
2003	9□022337	□□ □ydr□	3	□ut□	□0	1□0	246	69
2002	9□0121□2	□□u□a □et□□r□□	3	□ut□	100.8	168	236	63
2002	9□012183	□□u□a □et□□r□□	3	□ut□	100.8	168	236	63
2001	9□001519	Hut□h nson □t□□tie□ Comm .	3	□ut□	112	187	2□0	11□
2001	9□001616	□ar□□□□ □□er□y	3	GSU	109	1□2	34□	18
2001	9□001617	□ar□□□□ □□er□y	3	GSU	109	1□2	34□	18
2001	9□0017□0	S&B □□□□eer□□, □a□e□a□d F□	3	GSU	96	1□0	69	1□8
2001	9□0017□2	□a□□ Pow er	3	GSU	102	1□0	13□	1□2□1□2
2001	□□001□□0	Ma□t□ba □ydr□	3	□□□	10□	1□□	11□	1□1□
2001	9□001791	Ma□t□ba □ydr□	3	GSU	105	175	11□	1□8
2001	□□011□1□	□□ut□ □e□a□ □e□tr□□	3	□ut□	□0	1□0	□□□	1□□
2000	9799 1267	M□□□□ Pow er □□.	3	GSU	100	1□0	13□	1□8
2000	9799 12□0	M□□□□ Pow er □□.	3	GSU	100	1□0	13□	1□8

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PTI Customer Contacts

Name	Company	Phone	Email
Steve W. Quade	Blattner Energy	320-356-2342	SteveQ@blattnerenergy.com
Matt Karels	Otter Tail Power Company	-	mkarels@optco.com
Doug Filer	US Army Corps of Engineers	503-808-4229	Doug.D.Filer@usace.army.mil
Michelle Antantis	Duquesne Light and Power	412-393-8589	Mantantis@duqlight.com
Ken Morgan	Morgan Consulting	360-457-1729	kenm@olypen.com

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PTI TRANSFORMERS LP	PAINT SPECIFICATION FOR METAL PARTS	
Quality Management System ENGINEERING SPECIFICATION	Document Number: ES-70-002	

1. **Scope:**

This specification outlines the paint requirement for metal parts, it shall be suitable for spray application.

2. **General:**

All paints shall be ready-mixed at the factory to comply with the specification formula for the type of paint ordered shall be free from dirt, water and other foreign matter; and shall dry within the specified period to a good film without running, streaking or sagging.

Two specific requirements for painting metal parts:

Internal metal parts – consist of metal parts and surfaces in contact with transformer oil such as clamp structure, base bar, end bracket assembly, top cross brace, locating beam, and inside surface of the tank, cover, conservator, turret, LTC box, cooler pipe, header, hand-hole cover.

External metal parts – consist of metal parts and surfaces not in contact with transformer oil such as lightning arrestor (L/A) support assembly, A-Frame assembly, conservator support assembly, control box and outside surface of the tank, cover, conservator, turret, LTC box, cooler pipe, header, hand hole cover.

3. **Specific Instruction:**

3.1. Surface Preparation

□.1.1. Surfaces shall be free of all visible oil, grease, dirt, mill scale, rust, coating, oxides, corrosion, and other foreign matter.
□.1.2. All sharp edges must be broken with appropriate grinding tool, 3 passes with 100 grit.
□.1.□. Commercial blast to SSPC-SP 6
□.1.□. Blast profile of 2 mil +/- 0.5 mil
□.1.□. A maximum of 24 hours exposure time is allowed before painting application.
□.1.□. Use Loctite two part epoxy to seal welded clamping plates from egress of trapped Shot-blast material.

3.2. Masking surfaces before painting

□.2.1. For internal metal parts such as clamp, base bar, top cross brace, end brackets, and locating beam, the surfaces to be masked with tape will be specified by standard drawings.
□.2.2. For the tank and cover, the surfaces to be masked with tape will be specified by standard drawings.
□.2.□. For the conservator, the surfaces to be masked with tape will be specified by standard drawings.

3.3. Spot/Stripe Priming

□.□.1. Apply a stripe primer coat first on welds, edges, and hard to reach surface areas before full prime coat application. Spray or brush application are acceptable.

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3.4. Internal Metal Parts Paint Requirements

□.□.1. White epoxy primer/Top coat - Superior-Sequoia 263-166 A&B
□.□.2. Dry film thickness (DFT) is 3.0mils-5.0 mils for 1,500 hrs

3.5. External Metal Parts Paint Requirements

□.□.1. First full prime coat – High solids red oxide epoxy primer; Superior Sequoia 263-147 A&B, DFT at least 4.0 mils for 1,500 hrs.
□.□.2. Top coat – Urethane Topcoat 4:1; Superior Sequoia 273-719, DFT at least 2.0 mils above profile.
□.□.□. Color for top coat - as required by specific order.

□. Approval List:

Responsibility Center: Engineering	Prepared by: R. Jorundson *Original signed* Date:	Issued by ISO Coord: John Manansala *Original signed* Date:
Accepted for Quality: Arlyne Jutiz *Original signed* Date:	Accepted for Engineering: Jim Nielsen *Original signed* Date:	*Intentionally left blank*

□. Revision History:

Revision no	Revised by	Date	Description of Revision
0	A. Minh Vuong	August 26, 2013	New work instruction
1	Armand Siapno	July 29, 2013	Added item 3.1.6 under surface preparation
2	ST	January 2016	New company name, logo
3	B.Seerapathy	March 21, 2018	Minor Format Updation. Logo changed from Pauwels to PTI
4	R. Jorundson	June 18, 2018	Update 2.2.4 & 2.2.5 to current product in use.
5	Arlyne Jutiz	February 1, 2019	Modify “Approval List” section Change company name and logo

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SHORT CIRCUIT CAPABILITY

Short circuit test is a very special test which is performed to demonstrate the ability of the transformer to withstand stresses due to short circuit during operation. For high voltage transformers this test can be performed only at few special high-power laboratories in the world. At PTI short circuit design capability is verified using special field program. The calculations verify free/forced buckling, radial bending, axial bending, axial stress on key spacer & tilting for inner windings and hoop stress, tilting, axial bending, axial stress on key spacer for the outer winding. CTC conductors are epoxy bonded to enhance mechanical strength. Inner windings are designed for free buckling condition. PTI group has successfully verified the design capability by performing short circuit tests on units up to 315MVA 3 phase and 200MVA single phase units. The list below indicates details of the units successfully tested for short circuit.

Re: SHORT-CIRCUIT TESTING OF POWER TRANSFORMERS

PTI Transformers LP's has manufactured power transformers since 1947.

The Winnipeg transformer manufacturing plant (formerly CG Power Systems Canada Inc.), acquired by PTI Transformers LP in 2015, has been in operation for over 70 years. During this time period, several thousand power transformers were built and installed. Within the entire history of manufacturing power transformers in Winnipeg, there have not been any reported short-circuit failures of units in operation.

A few years after the 1994 Pauwels acquisition of the Winnipeg plant, all Pauwels facilities went through an Alignment Process, resulting in a commonality of design, manufacturing techniques and technology. In particular, the short-circuit calculations and methods for supporting the active part were thoroughly analyzed. All transformers are subjected to like conditions during short-circuit events, whether in testing or in operation. Most manufacturers of large power transformers with experience in the short-circuit testing of units have very similar design techniques to calculate short-circuit forces and stresses, as well as similar production methods and materials. Through the years and after numerous design reviews with customers and their consultants, certain elements of transformer technology become a standard for the industry.

From the early 1970's the Winnipeg manufacturing plant has used practically the same short-circuit calculations. The same set of critical parameters are also used to evaluate the "withstand "of conductors, pressboard spacers and clamping structures.

As stated before, all PTI transformers are designed using exactly the same rules. All PTI transformer units are built using the same technology, materials and processes. This standardization is important as any units built by PTI may be subjected to short-circuit testing. In any event certainly all of them will be subjected to real life short-circuit conditions while in service. PTI Transformers LP is more than willing to subject any of our transformers to short-circuit testing.

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PTI Manitoba Inc uses trusted suppliers of active part materials, e.g. ASTA and Nexans for copper conductors, Weidmann for pressboard insulation. All materials were subjected to thorough withstand tests.

In North America it is commonly accepted that a design review is done in lieu of short-circuit testing. Subsequently, we have had only a few units short-circuit tested. This is a common practice amongst transformer manufacturers in North America, and has unfortunately recently lead to the termination of operation of a large power laboratory (IREQ in Quebec).

Globally, there has been a discussion going on for decades, whether to test or not to test the short-circuit performance. CIGRE (International Council on Large Electric Systems) during its general session in year 2000 expansively discussed this issue. There was no consensus on this problem, therefore CIGRE decided not to suggest any method for short-circuit performance evaluation, i.e. to (i) select trusted supplier, (ii) perform own design review, (iii) perform design review with consultant, (iv) short circuit testing. Moreover, based on numerous studies, the rate of short-circuit failures in operation has no relation to the way short-circuit performance is evaluated (see CIGRE report by Working Group 12.19 in Electr. No203, August 2003).

In conclusion one may state:

- The fact that only a few transformers built by Winnipeg plant have been short-circuit tested is typical for the North American industry, where design reviews are seen as sufficient method of approving the short-circuit performance of units;

- PTI Manitoba Inc is willing to subject any units to short-circuit tests. The cost for this service would be an extra to the contract.

Regards,

Dr. Waldemar Ziomek,
Director of Research & Development

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PTI APPROVED LIST OF VENDORS

Component	Vendor Name	Country of Origin
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□□□□er □□□du□t□r	□□□e□ □r□u□ □a□ada □a□ □□□□□ □□□.	□a□ada □□□
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PTI Transformers LP
Registered Office & Plant:
101 Rockman Street, Winnipeg, Manitoba R3T 0L7, Canada
T: +1 204 452 7446 F: +1 204 453 8644 W: www.partnertechnologies.net

STORAGE REQUIREMENTS AND COST

I. Storage Requirement

a. Supplier to provide storage requirements associated with short-term and long-term storage plans. This should include any special inspections or maintenance requirements to be performed by Owner or Supplier.

b. 100% of the total unit ex-works price to be paid within 30 days of placement into storage. Remainder of contract price to be invoiced as services are rendered.

II. Storage Costs at Production Facility

Supplier to define the costs associated with potential storage at Suppliers production facility, at the port or other interim storage facility, and at the Project site.

	Storage Cost	Insurance Cost	Maintenance Cost	Total
Storage at Production Facility	$500.00 / Mo	$250.00 / Mo	$1,000.00/Mo	$1,750.00/Mo

III. Offsite Storage

Supplier shall receive written consent from Purchaser prior to any offsite Storage

IV. Storage Costs at Onsite/Offsite Storage Facility (Beyond 3 months)

Purchaser is responsible for actual invoiced costs, plus 10% administrative fee. The costs include charges associated with storage, insurance, maintenance, loading, unloading, transport of unit (from factory to storage location) while being stored at an onsite/offsite storage facility, plus 10% administrative fee.

V. Additional Costs Associated with Long-Term Onsite/Offsite Storage (Beyond 6 Months)

If the unit needs to be stored longer than 6 months, then it needs to be filled with oil, which required assembly, oil processing, and filling at the long-term storage facility. Before the unit can be transported to the site, the oil needs to be drained and the unit needs to be disassembled for the transport. Purchaser is responsible for actual invoiced costs, plus 10% administrative fee, for long-term storage and transport preparations. They are in addition to the onsite/offsite storage costs described above.

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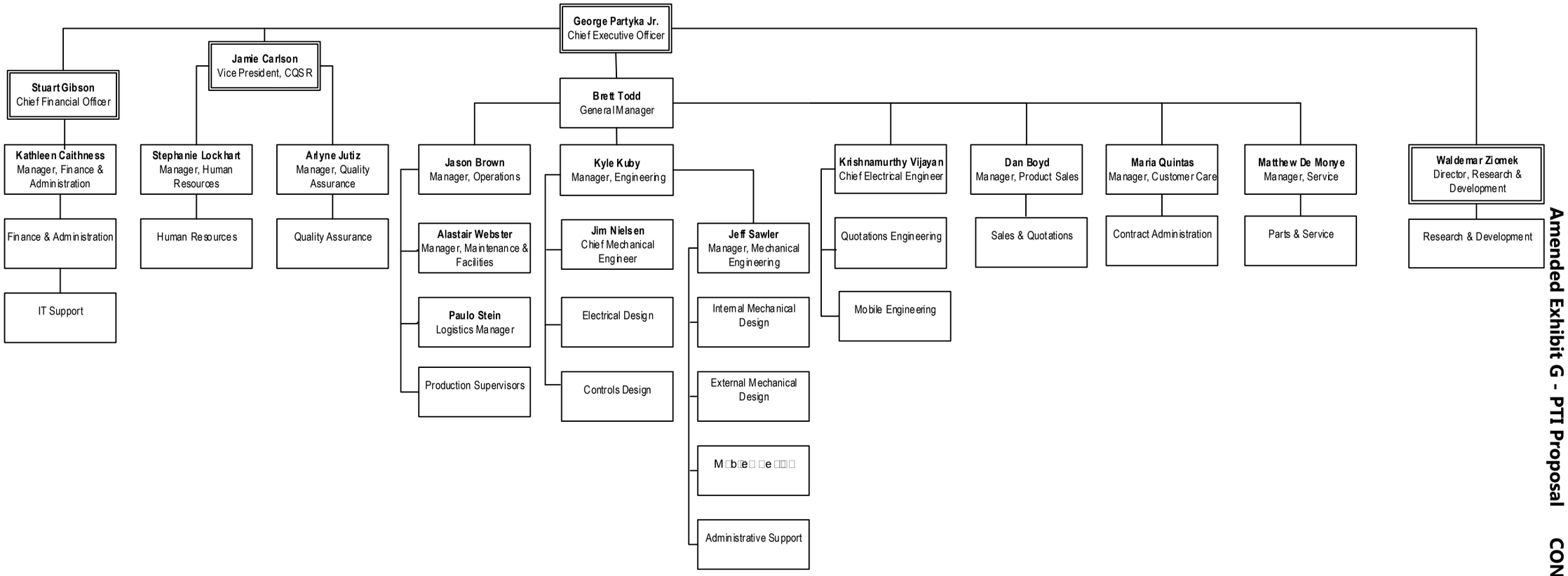
PTI Transformers LP
Organization Chart

PTI Transformers LP Organization Chart



Leadership Team:

Brett Todd	General Manager
Dan Boyd	Manager, Product Sales
Jason Brown	Manager, Operations
Kathleen Caithness	Manager, Finance & Administration
Jim Nielsen	Chief Mechanical Engineer
Jeff Sawler	Manager, Mechanical Engineering
Kyle Kuby	Manager, Electrical Engineering
Maria Quintas	Manager, Customer Care
Stephanie Lockhart	Manager, Human Resources
Arlyne Jutiz	Manager, Quality Assurance

Brett Todd
General Manager

January 2nd, 2023
Date

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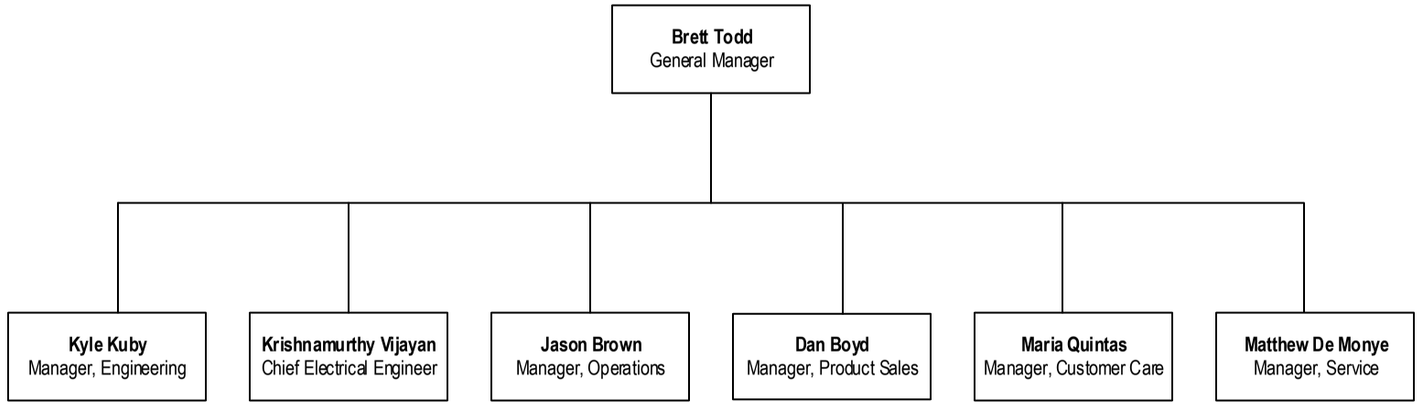
PTI Transformers LP Organization Chart
Brett Todd Direct Reports



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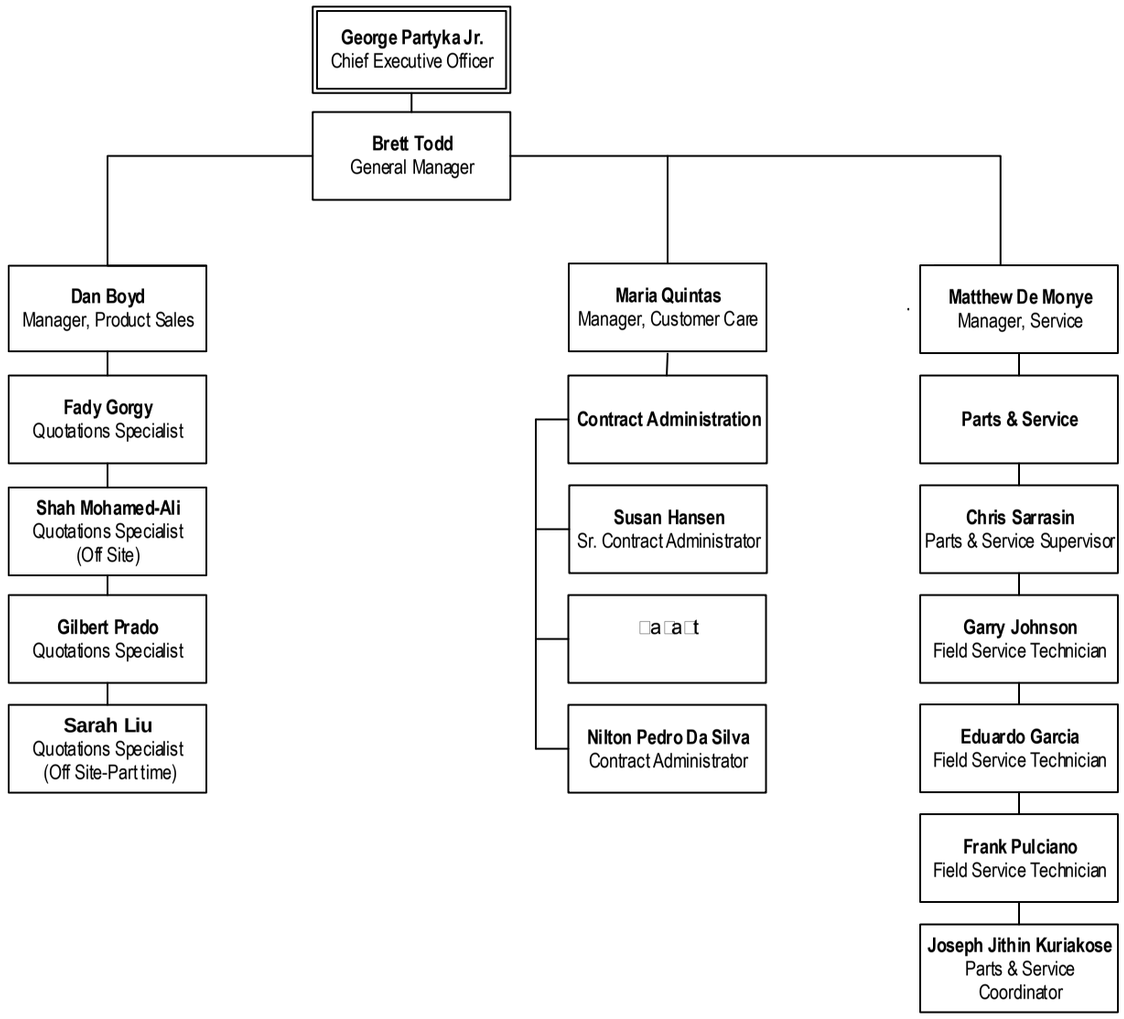
PTI Transformers LP Organization Chart
Sales & Quotations & Customer Care



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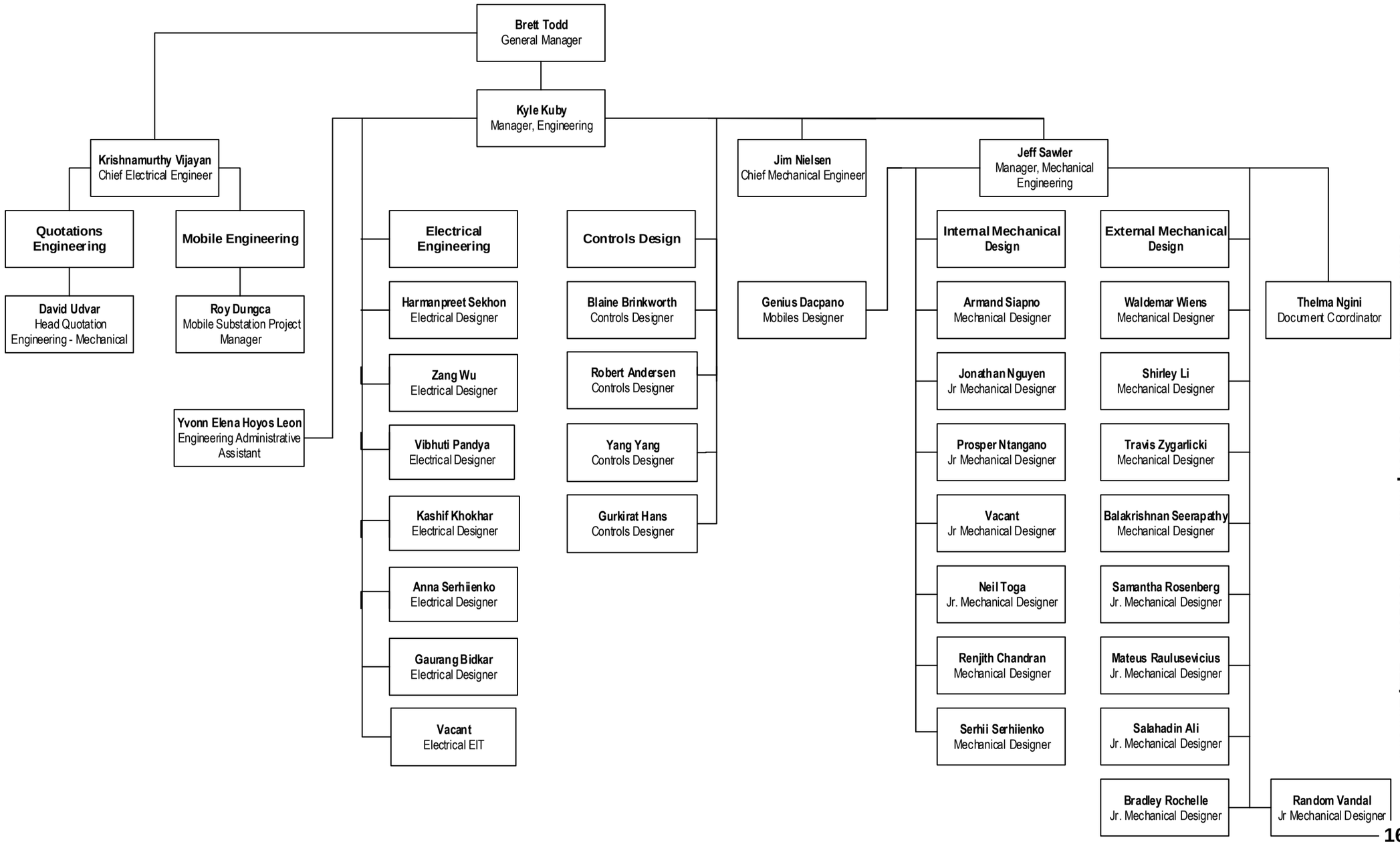
PTI Transformers LP Organization Chart
Engineering



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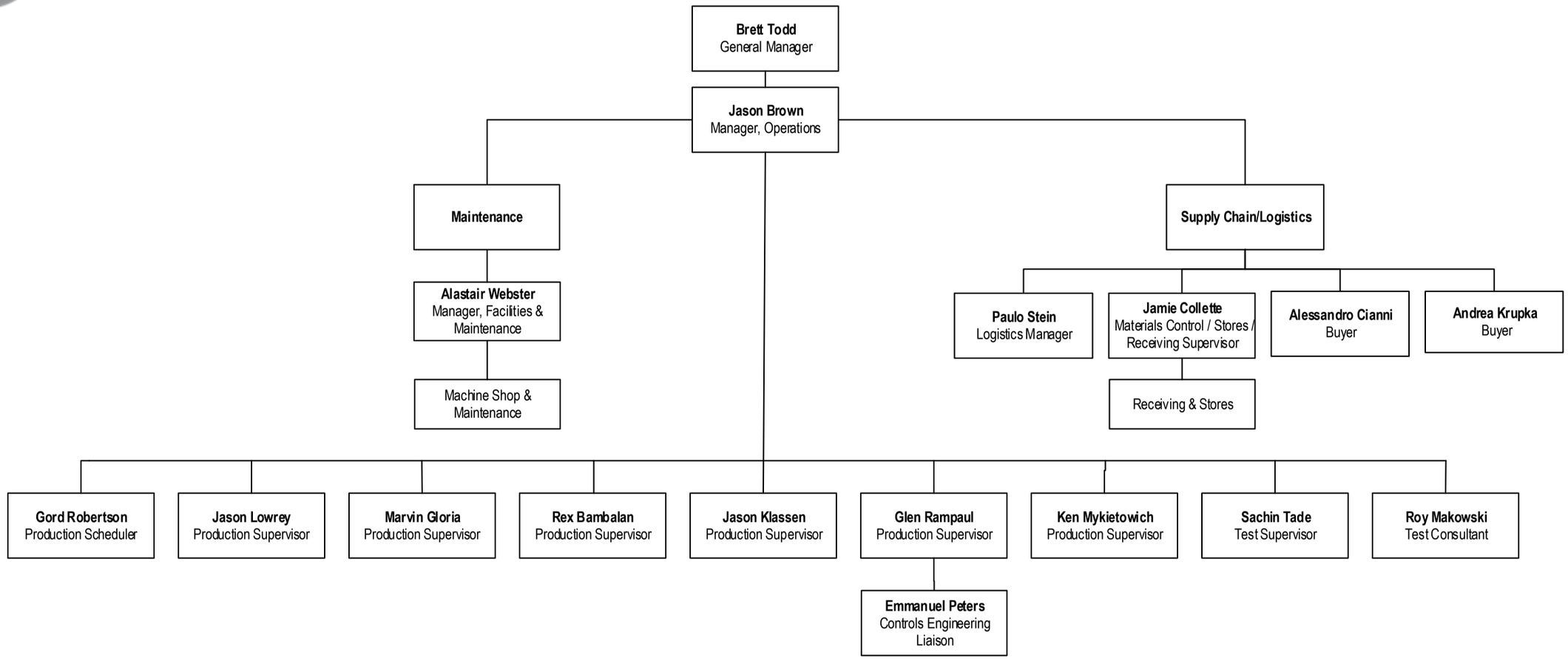
PTI Transformers LP Organization Chart
Operations



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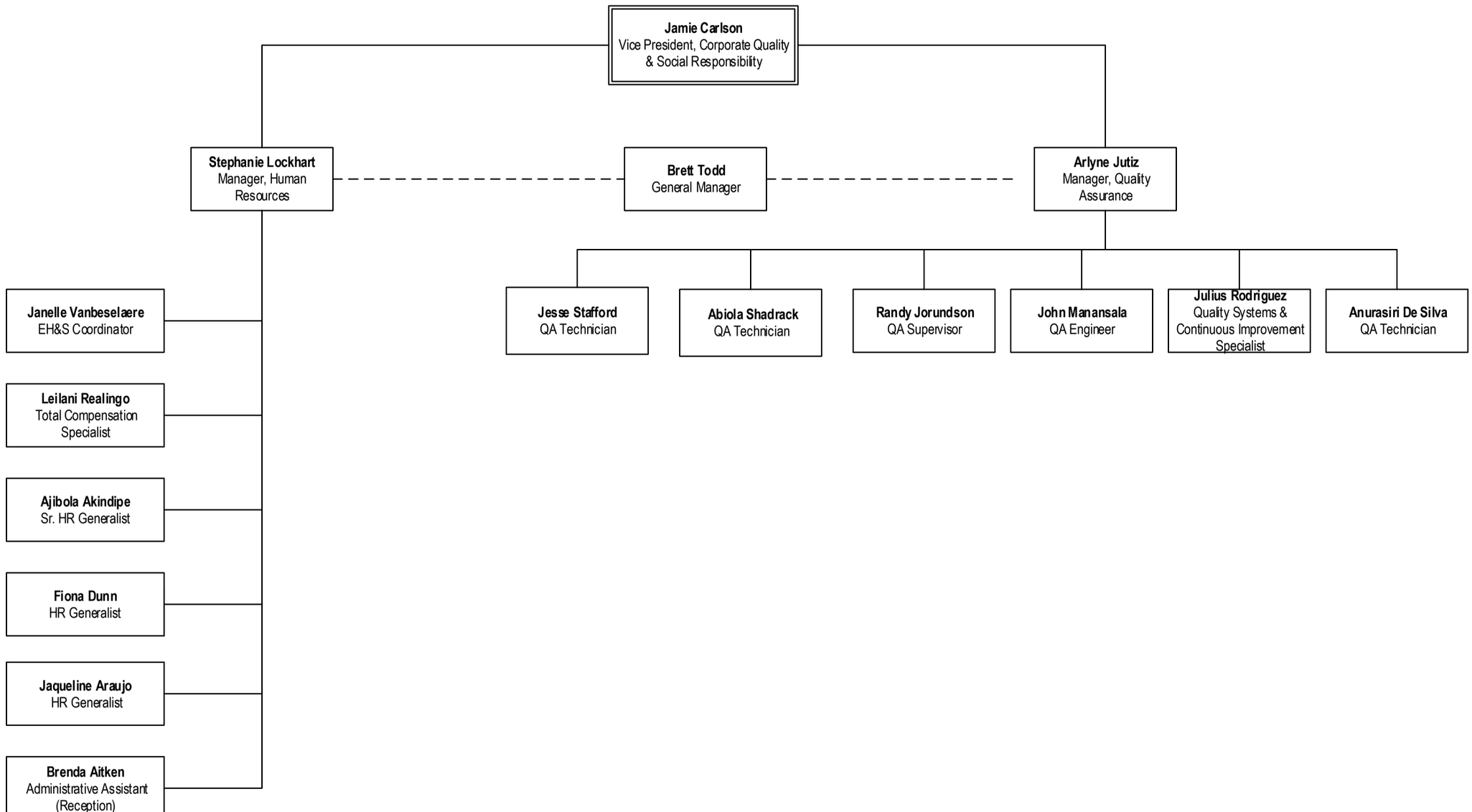
PTI Transformers LP Organization Chart

Corporate Quality and Social Responsibility



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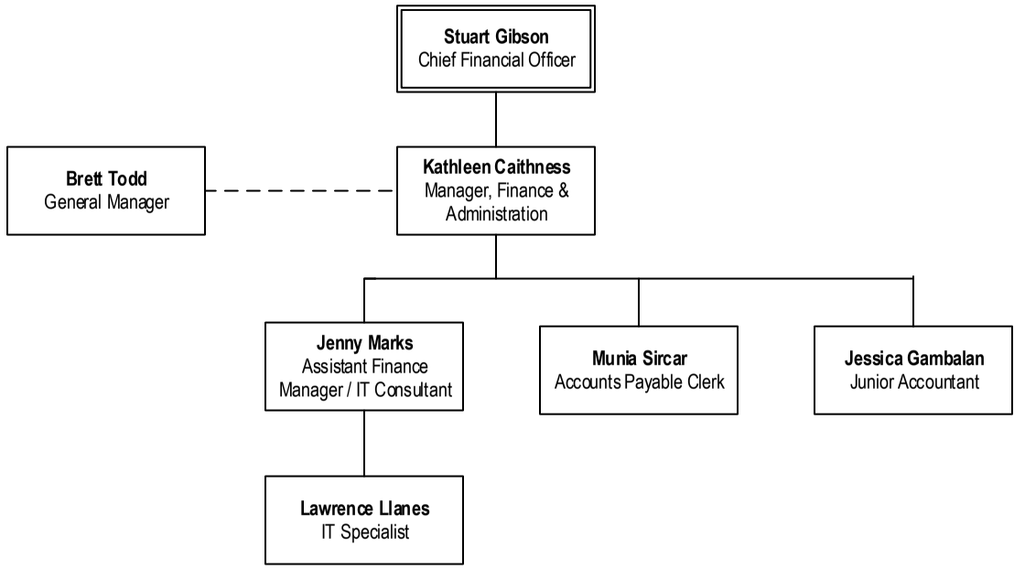
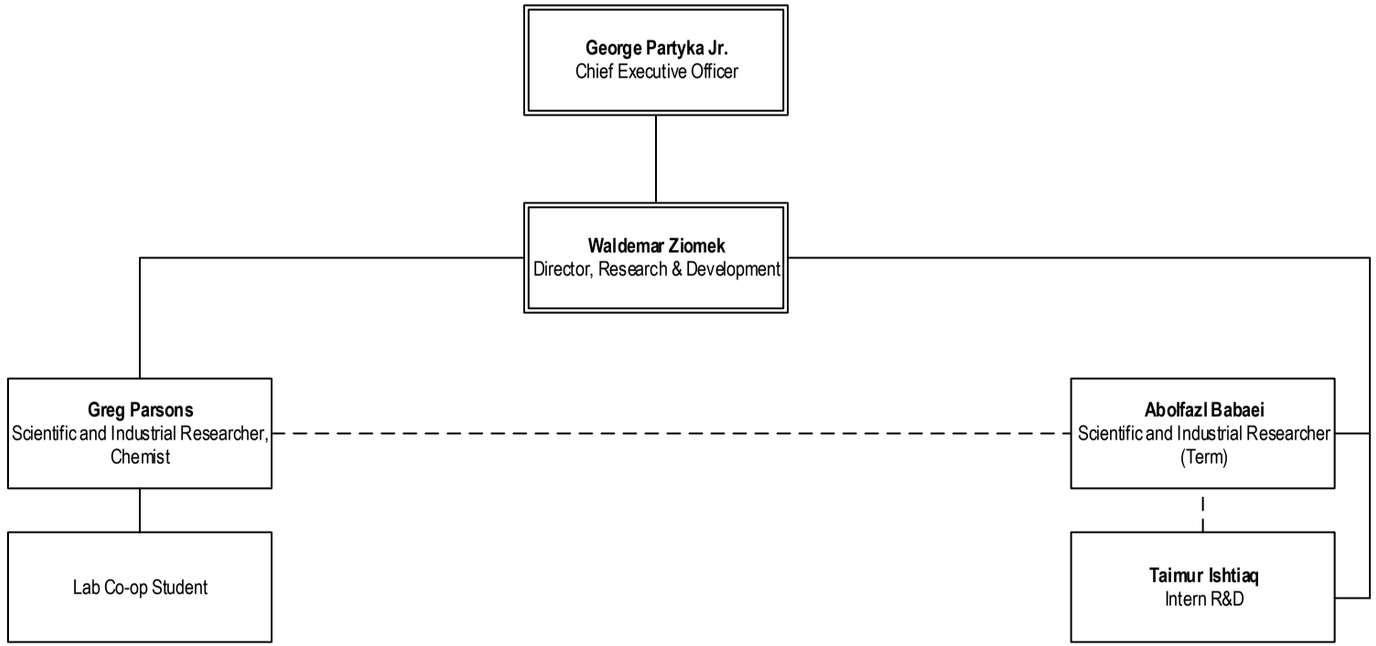
PTI Transformers LP Organization Chart
Finance & Administration



PTI Transformers LP Organization Chart
Research & Development



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Quality Plan

PTI Transformers LP
101 Rockman St, Winnipeg, MB R3T 0L7

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Quality Plan

1. Determination of Customer Requirements, Communications & Changes

1.1 Quotation & Sales - Scope & project requirements are defined/determined & reviewed, including any applicable statutory and regulatory requirements, delivery and post-delivery activities and those considered necessary. PTI Transformers LP assesses its ability to meet the customer requirements including commercial and technical risks critical to the project before committing to supply products and services. Likewise, confirmation of requirements is sought from customers before acceptance of the order.

1.2 Pre/Post Contract Award Review (PCAR) – As soon as the order is received and confirmed, Sales initiates a Pre-CAR or kick-off meeting across all departments; Contract Admin, Engineering, Manufacturing, QA etc. Contract Administration takes over and performs thorough review of the specifications, project requirements and deliverables then initiates a kick-off meeting with customers. Handles all clarifications and changes and customer communications.

2 Design & Development

2.1 Conceptual Engineering – The Design Team performs a thorough review of customer requirements, which include the original quotations, technical specifications and applicable statutory & regulatory requirements. All these inputs, including lessons learned from similar projects designed and manufactured in the past form part of the technical risk assessment process that the team goes through as a standard practice. The output of this process is a Concept Design (Core & Coil), Critical Items List, Complexity Sheet (technical risk assessment), and serves as the input to the Production Engineering team.

2.2 Risk Assessment – Identification & mitigation of technical risks is a critical step during the development of conceptual design. The results of risk assessment drive additional reviews and quality checks. The output of this process is documented in the Complexity Sheet.

2.3 Engineering Quality Plan (EQP) – EQP covers Concept design and kicks-off with Design Philosophy review. Driven by Engineering, EQP is an extensive and well-structured quality program implemented throughout the design and development processes & stages. The 14-step process is a proven methodology that Engineering team uses to address design related risks. This methodology provides assurance that PTI Transformers LP consistently produces correct, efficient and productive designs that fully conform technically to customer requirements.

Steps	Process
1	Design Philosophy Review
2	Electrical Engineering Design Review
3	Tank Size Review
4	Pre-Outline Design Review
5	Outline Design Review
6	Winding and Coil Design Review
7	Core Clamping Design Review

Steps	Process
8	Unit Assembly Design Review
9	Final Internal Duplicate Design
10	Final External Design Review
11	Final External Design Review
12	Mechanical Engineering Review
13	Control Design Review
14	Control Duplicate Design Review

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2.4 Production Engineering – A team of Electrical and Mechanical Engineers and Designers receive Complexity Sheet (risk assessment), Input Documents, Critical Items List, Core & Coil design including preliminary outline drawing from Conceptual Engineering team. Production Design Engineering develops and produce final electrical, mechanical and control designs. Bills of material are created in SAP and material specifications / drawings are then provided to Purchasing. All assembly drawings and instructions are provided to manufacturing. All deliverables such as approval drawings and other requirement documents are provided to and approved by customers.

3. Supplier Quality

3.1 Sub-supplier Qualification – Materials identified in the Critical Item List triggers the Sub-supplier and New Material Qualification process, that is meant to address risks associated with unfit suppliers and sub-standard or poor quality materials. Driven by Purchasing, Suppliers are pre-qualified based on their previous experience and capability to supply materials to PTI's and our customer's specification requirements. The extent of control applied varies on its impact to customer and PTI.

3.2 First Article Inspection – This process is put in-place as part of Sub-supplier and New Material Qualification process. The *first* delivery of materials goes through extensive inspection by qualified QA Inspectors or Engineering personnel as required. The requirements stated in 3.1 & 3.2 must be satisfied before materials can be expedited to production.

4. Production and Inspection & Testing

4.1 Inspection and Testing (ITP) – is the program of inspection and testing or a systematic approach to testing a transformer or components by visual inspection, dimension inspection, welding inspection, functional test, factory acceptance test, etc. with participation of customers and other interested parties.

4.2 Progressive Control Record (PCR) – Issued for each project, PCR provides product/material traceability and general procedures & sequence of assembly steps that shop follows in the manufacture of transformers. Captures evidence and results of manufacturing activities including hold points and inspection criteria as required in the ITP. PCR reflects the actual status of each project.

5. Nonconformance Reports (NCR) & Corrective Action (CAR)

Nonconformance reports & or corrective action reports are issued in any event that a material or project does not conform to set criteria during inspection and test as required in inspection & test plan (ITP). These quality issues generally impact the delivery of projects and may require extensive analysis and additional resources to address them. PTI Transformers LP takes appropriate action based on the nature of the nonconformity and its effect on the conformity of the product or material. NCR/CAR is the focal document/information used in communicating quality issues to all stakeholders both internally and externally (customers & suppliers/vendors) and drives action to address quality issues.

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PTI TRANSFORMERS LP	INTEGRATED MANAGEMENT SYSTEMS MANUAL	
Quality & Environmental Management System MANUAL	Document Number: IMSM-100	

PTI TRANSFORMERS LP

INTEGRATED MANAGEMENT

SYSTEMS MANUAL

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2. INTRODUCTION

This Integrated Management System Manual describes the Environmental and Quality Management Systems as implemented at PTI Transformers LP (PTI).

The integrated management system conforms to the following standards:

ISO 14001:2015 Environmental Management Systems - Requirements

ISO 9001:2015 Quality Management Systems – Requirements

This integrated management system is valid for the following products:

POWER TRANSFORMERS UP TO 1,000 MVA THROUGHPUT

VOLTAGE CLASS UP TO 765 KV

MOBILE TRANSFORMERS

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3. OUR COMPANY

PTI Transformers LP is owned by PTI Holdings Corporation with headquarters in Regina, Saskatchewan.

PTI Transformers LP is its own entity with full responsibility for all business functions.

- The facility opened in 1946 and has one of the largest installed bases in Canada and USA, hence approximately > 250,000 MVA
- Footprint: 200,000 sq. ft.
- Installed Capacity: 10,000 MVA per year

PTI TRANSFORMERS LP

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4. CONTEXT OF ORGANIZATION

A. ORGANIZATION CONTEXT, INTERESTED PARTIES AND SCOPE

A.1 The QMS and EMS applies to all processes, activities, and employees of the location within the company. The facility is located at:

101 Rockman Street,
Winnipeg, MB Canada R3T 0L7

Phone No.: (204) 452-7746
Website: www. ptitransformers.com

A.2 PTI Transformers LP claims no exclusion from the ISO 9001 and 14001 standards.

Organization: PTI TRANSFORMERS LP

Products, Services, and Produced or delivered:

- Design, Manufacture, Delivery and Servicing of small, medium, large and extreme Power Transformers and Mobiles
- Services (test and inspection, warranty, assembly, engineering, oil filling, repair, refurbishment)
- Parts sales (selected replacement parts)

Markets, customers, industries, sectors, or segments served:

- Utilities, commercial/industrial, renewables, Co-ops, municipalities,
- North American market-Electrical power distribution

Core Realization Processes Performed:

- RFQ, electrical and mechanical design, procurement, manufacture, deliver, assemble at site, commission, engineering services, post delivery services, maintenance, invoice, collect payment, consult
- Bid, quote, design, build, deliver – duplicate (similar) designs/blanket orders, build client rapport /relationship, After sales services (turnkey), retrofits/upgrades

Relevant Interested Parties (RIPs)	**Key Interests**
Who are they	*What they want or expect*

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Customers	• Quality, defect free product, good value for $, good customer service, on time delivery • Solutions-based products, Innovations
Suppliers (goods & services)	• Mutually beneficial, Long term business relationship, feedback • Timely payment of goods received, material specifications - accurate and complete info to produce product purchased
Employees	• Salary compensation, competitive wages and benefits, career development, good work environment • Job satisfaction, training • Continued employment, safe/healthy working environment
Shareholders	• Repatriate technology, knowledge • Growth/profit • Business continuity, sustained success, reputation
Canadian Business Community (Best Managed Companies, etc.)	• Business continuity and success
Standards Organization (CSA Group, ANSI, IEC, ISO, NIST, etc.)	• Accurately offer services and products which provide a satisfactory solution • Avoid relationship mishaps associated with costly variation work • Improve overall performance; provide sound basis for sustainable development initiatives • Market feedback/information/support for organizational initiatives
Others: Community, levels of gov't, agencies (environment), safety & regulatory agencies, schools, charities, hospitals	• Be good corporate citizens, community involvement • Taxes, provincial growth (employment), little impact to environment (noise, pollution, etc.), recycling, pollution control • Compliance to environmental, health and safety regulations

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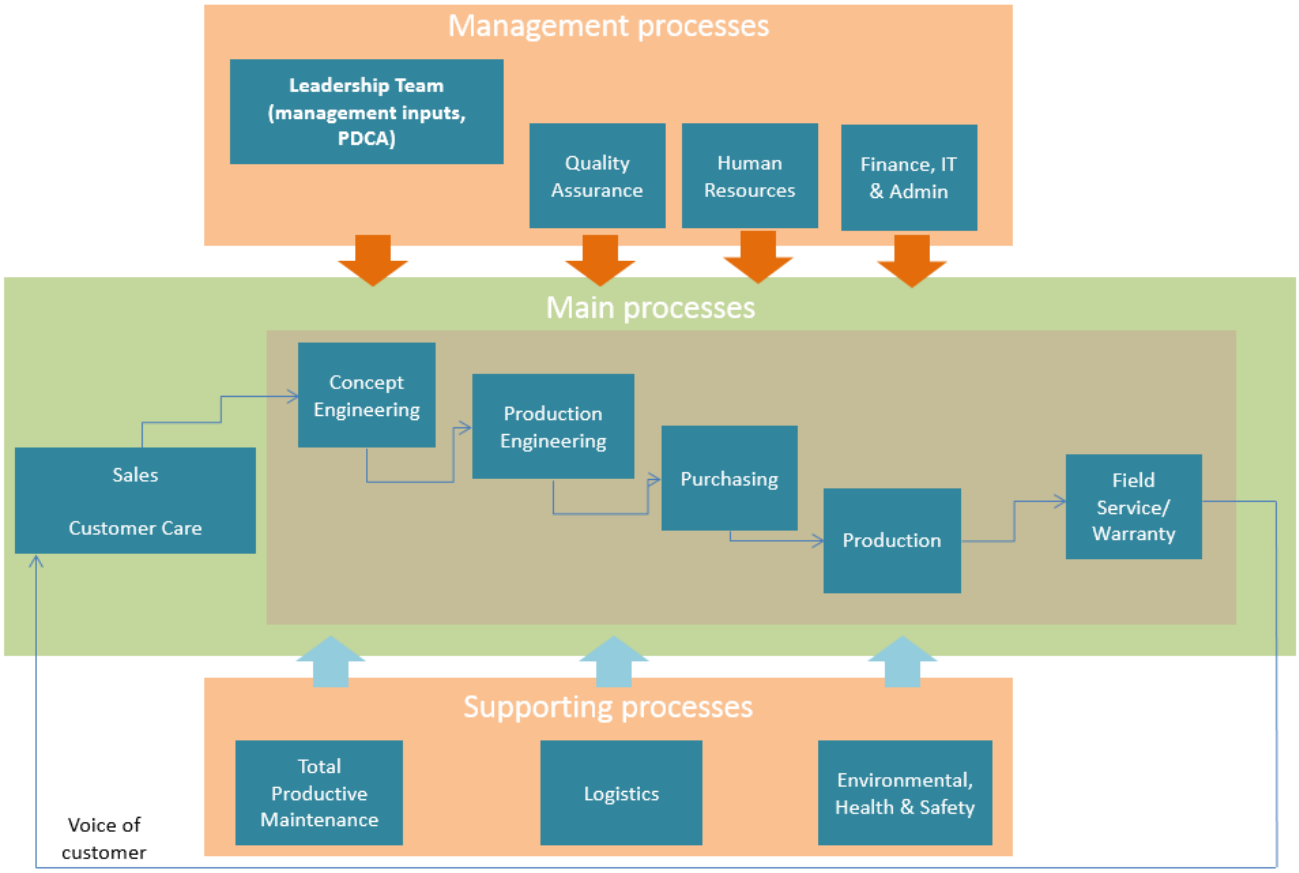
B. MANAGEMENT SYSTEM PROCESSES AND INTERACTIONS

PTI Transformers LP Process Map



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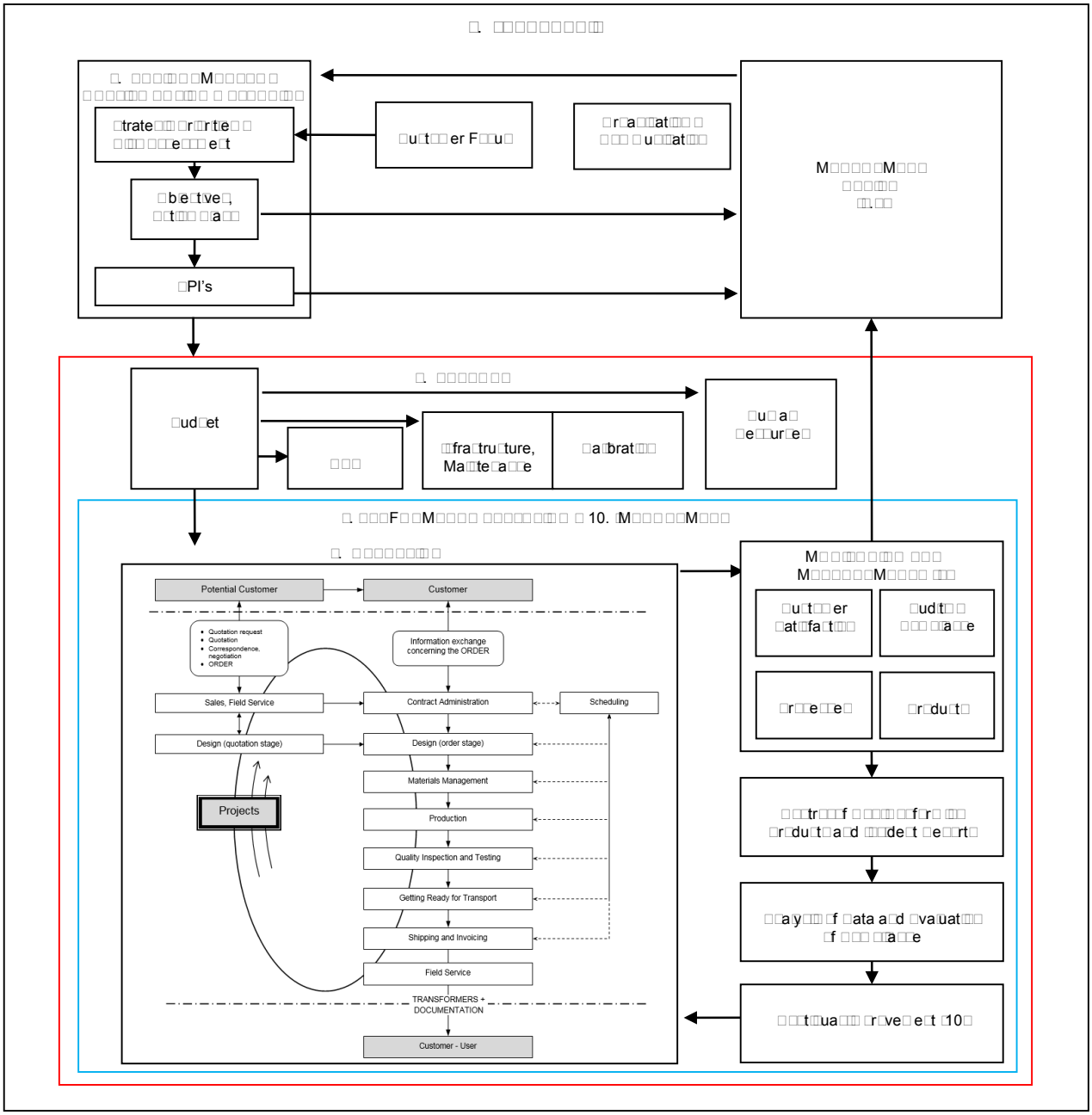

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5. LEADERSHIP

□. LEADERSHIP AND COMMITMENT

The Leadership Team has the full responsibility and accountability on the effectiveness of PTI Transformers LP Integrated Management System. The team defines the policy and objectives based on the requirements of the system and aligns to the company's context and strategic direction. The team clearly identifies the risk and ensures that adequate resources are provided, information are communicated and continuous improvements are implemented.

PTI Transformers Vision Statement

PTI will be the preferred Canadian manufacturer and service facility of distribution and power transformers up to 600 MVA. We will provide the best combination of quality, price, delivery and service to our customers.

PTI Transformers Mission Statement

PTI's mission is to manufacture and service liquid-filled transformers using innovative, green and customized solutions that bring true value and quality to the Customer. We are committed to investing in our shareholders, community and employees through continuous improvement, corporate citizenship, safety, health and environmentally sustainable practices.

PTI Transformers Core Values

To supply products of the highest quality and value at a price that is competitive in the market place and support these products in a manner that ensures their long-term value to our customers.

To grow the Company by seeking new, innovative business opportunities that are complementary to the markets that we serve.

To create and maintain a safe and healthy working environment for all of our employees.

To share the success of our business with our employees.

To deal with customers, suppliers and employees in a positive, open and friendly manner that focuses on the mutual benefit of our relationships.

To act with absolute integrity in all of our business dealings.

PTI Transformers Four Pillars for Success

Safety, Quality, Happy Customers and Making Money. These are areas where we want to excel. We cannot only excel in some areas- we need to excel in ALL areas. We know if we can excel in all areas then PTI will not only be a successful company but will also be a great place to work. And while not a separate pillar, we believe that implementing environmental stewardship will result in many positive benefits for the company that would support our four pillars such as implementation of our Environmental Management Systems.

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. INTEGRATED MANAGEMENT SYSTEMS POLICY

"Partner Technologies Incorporated is a leading innovator of transformer technology with expertise in design, manufacture, delivery and servicing of medium and large power transformers using innovative, sustainable and custom-built solutions that bring true value and quality to our customers.

Partner Technologies Incorporated attributes its success through commitment to health, safety, customer service, quality, innovation and the environment.

To ensure customer satisfaction, provision of healthy and safe working conditions and the protection of our environment, we commit to:

(1) Competitively market our products and services in a professional manner and design, manufacture or repair transformers according to customers' specifications and delivery requirements.

(2) Comply with all applicable legal and statutory requirements and the requirements within our management system according to ISO 9001:2015 and ISO 14001:2015 Standard.

(3) Develop and sustain a supply chain network that delivers quality products and services, through a mutually beneficial customer-supplier relationship.

(4) Provide adequate and appropriate controls to address risks and opportunities arising from external factors such as socio-economic conditions under which PTI Transformers LP operates.

(5) Provide adequate and appropriate controls for health, safety and environmental impacts, risks and opportunities arising from our activities to prevent work-related ill health and injury, prevent pollution and reduce adverse potential impacts to the environment.

(6) Hold regular meetings and process inspections to ensure compliance to workplace safety and health legislations and the PTI Transformers LP Safety Manual and to ensure that the rights of participation, knowledge and refusal are upheld.

(7) Establish objectives and targets based on the evaluation of impacts, risks and opportunities of our activities, products and services and then periodically review and revise them as needed.

(8) Conduct periodic audit and management review to assess the continuing suitability, adequacy and effectiveness of the management system and to be able to identify opportunities for continual improvement to enhance health, safety, quality and environmental performance.

(9) Promote quality and excellence in every aspect of our business, including employees, customers, stakeholders, and the communities where we live, work, and play.

(10) Engage employees and utilize best practices in quality, health and safety, and environmental stewardship to fulfill our corporate responsibilities.

This policy statement is communicated to all employees and persons working under the control of the organization and will be made available to the public and other interested parties upon request."

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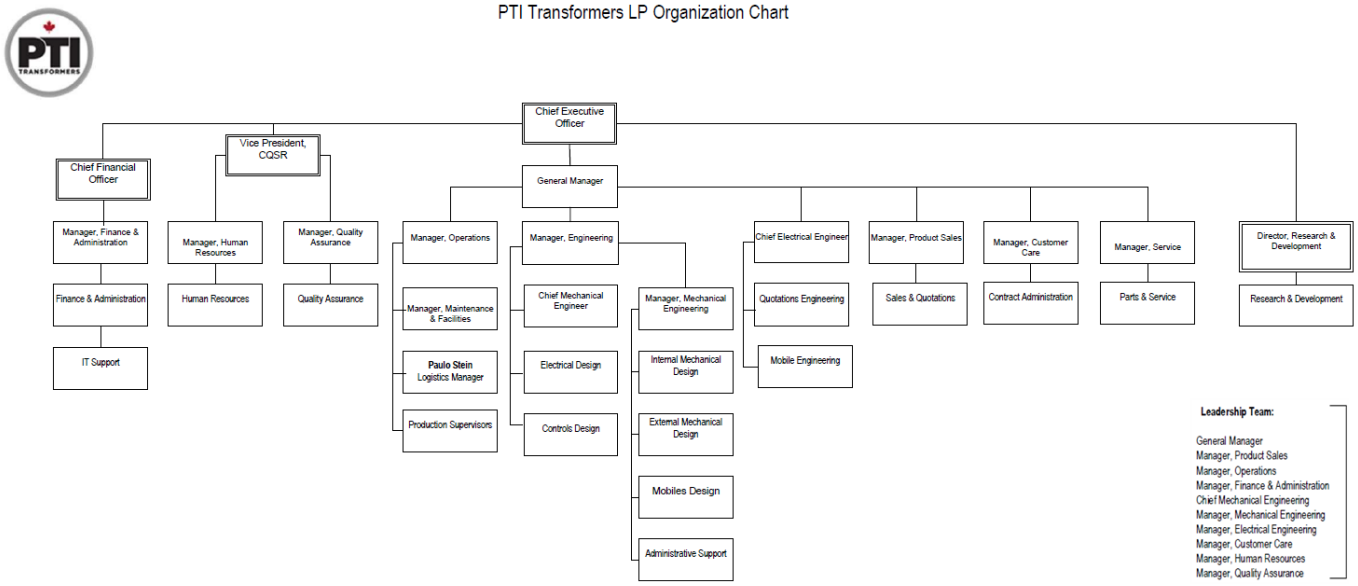
□. ORGANIZATIONAL ROLES, RESPONSIBILITIES AND AUTHORITIES

Personnel responsibilities and authorities are specified in job descriptions. Human Resources controls and maintains the records of all job descriptions.

The hierarchical and functional interrelationships are shown in the company organization charts. These charts are made accessible to personnel through the PTI Intranet.

PTI Transformers LP Organizational Chart



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6. PLANNING

PTI Transformers LP management team takes full responsibility in ensuring that the company manages risks and opportunities relating to stakeholders, the external and internal context and from the quality and environmental aspects. Management teams also ensures that quality and environmental management system meets its intended outcomes, manages external environmental conditions and achieves continual improvement.

A. ACTIONS TO ADDRESS RISK AND OPPORTUNITIES

The Risk Management process of PTI Transformers LP is applied to all departments and summarized in each department's Process Description:

- Leadership Team Process Description QP-00-017
- Quality Assurance Process Description QP-00-018
- Engineering Process Description QP-00-019
- Production Process Description QP-00-020
- Purchasing Process Description QP-00-021
- Administration and Finance Process Description QP-00-022
- Field Service Process Description QP-00-023
- Sales Process Description QP-00-024
- Contract Administration Process Description QP-00-025
- Maintenance Process Description QP-00-026
- Human Resources Process Description QP-00-027

Conceptual Engineering

The Design Team performs a thorough review of customer requirements, which include the original quotations, technical specifications and applicable statutory & regulatory requirements. All these inputs, including lessons learned from similar projects designed and manufactured in the past form part of the technical risk assessment process that the team goes through as a standard practice.

Identification & mitigation of technical risks is a critical step during the development of conceptual design. The results of risk assessment drive additional reviews and quality checks. The output of this process is documented in the Complexity Sheet.

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Engineering Quality Plan (EQP) – EQP covers Concept design and kicks-off with Design Philosophy review. Driven by Engineering, EQP is an extensive and well-structured quality program implemented throughout the design and development processes & stages. The 14-step process is a proven methodology that Engineering team uses to address design related risks. This methodology provides assurance that PTI Transformers LP consistently produces correct, efficient and productive designs that fully conform technically to customer requirements.

Steps	Process	Steps	Process
1	Design Philosophy Review	8	Unit Assembly Design Review
2	Electrical Engineering Design Review	9	Final Internal Duplicate Design Review
3	Tank Size Review	10	Final External Design Review
4	Pre-Outline Design Review	11	Final External Design Review Duplicate
5	Outline Design Review	12	Mechanical Engineering Review
6	Winding and Coil Design Review	13	Control Design Review
7	Core Clamping Design Review	14	Control Duplicate Design Review

Environmental Aspects and Impacts

The assessment of the environmental aspects of PTI which have a significant impact on the environment is important in determining applicable environmental policy. Environmental objectives are derived from the environmental aspects and serve to minimize environmental impacts of business activities which are in line with the company's policy and objectives.

Details of this section can be found in PTI's Aspects and Impacts Matrix (FT-75-026) which are reviewed periodically to ensure continuous compliance and improvements.

B. QUALITY AND ENVIRONMENTAL OBJECTIVES

PTI's objectives and the Key Performance Indicators required for the achievement of objectives are defined and pursued through suitable planning and controlling systems.

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7. SUPPORT

A. RESOURCES

Management determines what human and material resources are needed to execute the company goals and objectives and plans these requirements into the annual budget.

a. PEOPLE

Attraction and employment of competent personnel

In the beginning of the recruitment process, the Department Manager and/or Department Supervisor reviews the job description for the position. Human Resource coordinates and supports the selection process wherein the competencies of the candidate are compared with the requirements of the position.

Evaluation, development and follow-up of the needed competencies

Competencies of salaried and hourly staff are evaluated once a year by means of an annual performance appraisal. This is done through Personnel Competence Management (QP-19-033) and Personnel Assessment Procedure (QP-19-036).

b. INFRASTRUCTURE

Capital Investments - The needs for capital investments in the facility are defined in the annual budget.

Management prepares Request for Capital Expenditure form to initiate the capital expenditure projects. This is an internal document that outlines the needs, requirements, benefits and costs associated with each expenditure. A unique account number is given and all materials and labor are charged to this account.

Progress of each requested budget is reviewed monthly by management.

Total Preventive Maintenance – PTI implements processes to maintain the infrastructure needed to achieve conformity to product requirements. Infrastructure includes buildings, workspaces, production equipment and associated utilities. These processes are used to ensure a safe and healthy work environment that is conducive to achieving conformity of product requirements.

Information Technology – PTI IT policy and work instructions provides guidelines to ensure that all hardware and software technology for the business is appropriate, value for money and where applicable integrates with other technology for the business.

c. ENVIRONMENT FOR THE OPERATION OF PROCESSES

PTI creates and implements policies to ensure that the company provides and maintains suitable and sustainable environment necessary for the operation of processes and to achieve conformity of products and services.

PTI gives highest regard to the safety and health of the employees.

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d. MONITORING AND MEASURING RESOURCES

The calibration and control of electrical, non-electrical and process measuring equipment is managed according to procedure QP-40-005, Calibration of Monitoring and Measuring Device. This is to ensure that all measuring devices are properly identified, calibrated, controlled and stored.

e. ORGANIZATIONAL KNOWLEDGE (RESEARCH AND DEVELOPMENT)

PTI performs activities in research and development field in two major areas:

1. Product development and design- realized within the Engineering group.

2. Fundamental and applied research realized within Engineering in conjunction with manufacturing, with support of the University of Manitoba, R&D and other research/scientific institution as required for given projects.

B. COMPETENCE

Salaried Staff:

All Salaried employees are provided an annual performance review and evaluation which includes a review of the performance of tasks assigned per their job description. Review of the achievement of goals and objectives identified from the previous year, development of goals and objectives going forward. Identification of training and development needs in the upcoming year.

Through this review process Human Resources in conjunction with the Manager/Supervisor will develop and implement any identified training and development needs for the employee.

Record Retention:

Training Records are to be maintained in Human Resources. Completed Performance Reviews are maintained by Human Resources in the employee's personnel file.

New Employee Orientation:

Human Resources shall provide an Orientation to new employees on their first day of employment. The orientation includes company information and HR/payroll/benefit enrollment, along with Environmental, Health and Safety orientation and tour.

Training

Staff:

Additional training needs for an employee are identified on the annual Performance Appraisal form, as well as triggered through Touchpoints for Salary and Hourly employees, and within the Training Matrix for upcoming Health and Safety training.

Human Resources reviews all annual Performance Appraisals and initiates any training needs identified as defined in HR Training Plan.

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PTI Training Plan provides a clear understanding of what must happen to meet the training requirements that have been defined, thus, end-users receive training in the knowledge, skills, and/or abilities required to support the new roles, business processes and/or technology.

Completed training are recorded by Human Resources in the Training Matrix.

Job Specific Training:

Department Supervisors are responsible for ensuring all employees in their department are trained per Training and Development Policy (QP-19-056).

A Trainer will be designated to provide the employee with "task" specific training utilizing Work Instructions.

HR is responsible for maintaining training records for each employee and ensuring an annual review of training requirements.

C. COMMUNICATION

Internal Communication

Communication and awareness within PTI are through various forms such as verbal, email, reports, meetings, presentations, and plant communication sessions.

External Communication

All media / external communication reports shall be conducted by the General Manager (or designate).

Social Media Policy (QP-19-026) is also implemented to set out direction and requirements which must be followed when any PTI Transformers LP employees participates in the social media realm.

D. DOCUMENTED INFORMATION

The QMS and EMS documentation consists of:

1. Policies
2. Integrated Systems Manual
3. Procedures
4. Work Instructions
5. Manufacturing Instructions
6. Forms
7. Training Manuals
8. Drawings and Specifications

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9. Customer Supplied Documents, and

10. Standards.

Documentation and data that affect product quality, inclusive of documents such as standards, customer-supplied specifications and drawings are governed by procedure Control of Documents (QP-00-001).

Records are controlled according to procedure Control of Records (QP-00-002).

All documented information for QMS and EMS are in Integrated Management Systems Master Document Matrix.

8. OPERATION

A. OPERATIONAL PLANNING AND CONTROL

The planning of product realization in PTI Transformers LP is oriented towards the pre-defined goals and objectives set by the Management Team and documented in the company Business Plan.

Key Performance Indicators are set to measure achievement of each goals and objectives.

Below figure provides a basic overview of the processes within PTI. Only the processes that directly contribute to the product realization have been incorporated into the flowchart.

It is important to note that PTI is a project driven organization. Projects define the input and the rhythm of the processes. Continual evaluation and improvement of the processes are therefore an automatic outcome of the evolution of the project approach.

Remarks on flowchart:

1. The flowchart suggests a linear and unidirectional flow of the process stream. This is generally true for the production of the transformer, but not for all production-related information exchange.

2. The flowchart represents the process as a consecutive sequence of partial processes. In reality, however, more than one partial process is executed at a given point in time. Consequently, there is not a unique moment of transfer between the partial processes but a continuous transition.

3. During the execution of the project we use the term ‘Potential customer’ and ‘Customer’, as only a limited number of quotations leads to an order and as the Customer’s representative usually changes after the order is placed (from Buyer to Project Manager). After the project has been completed, we use the term ‘Customer – User’.

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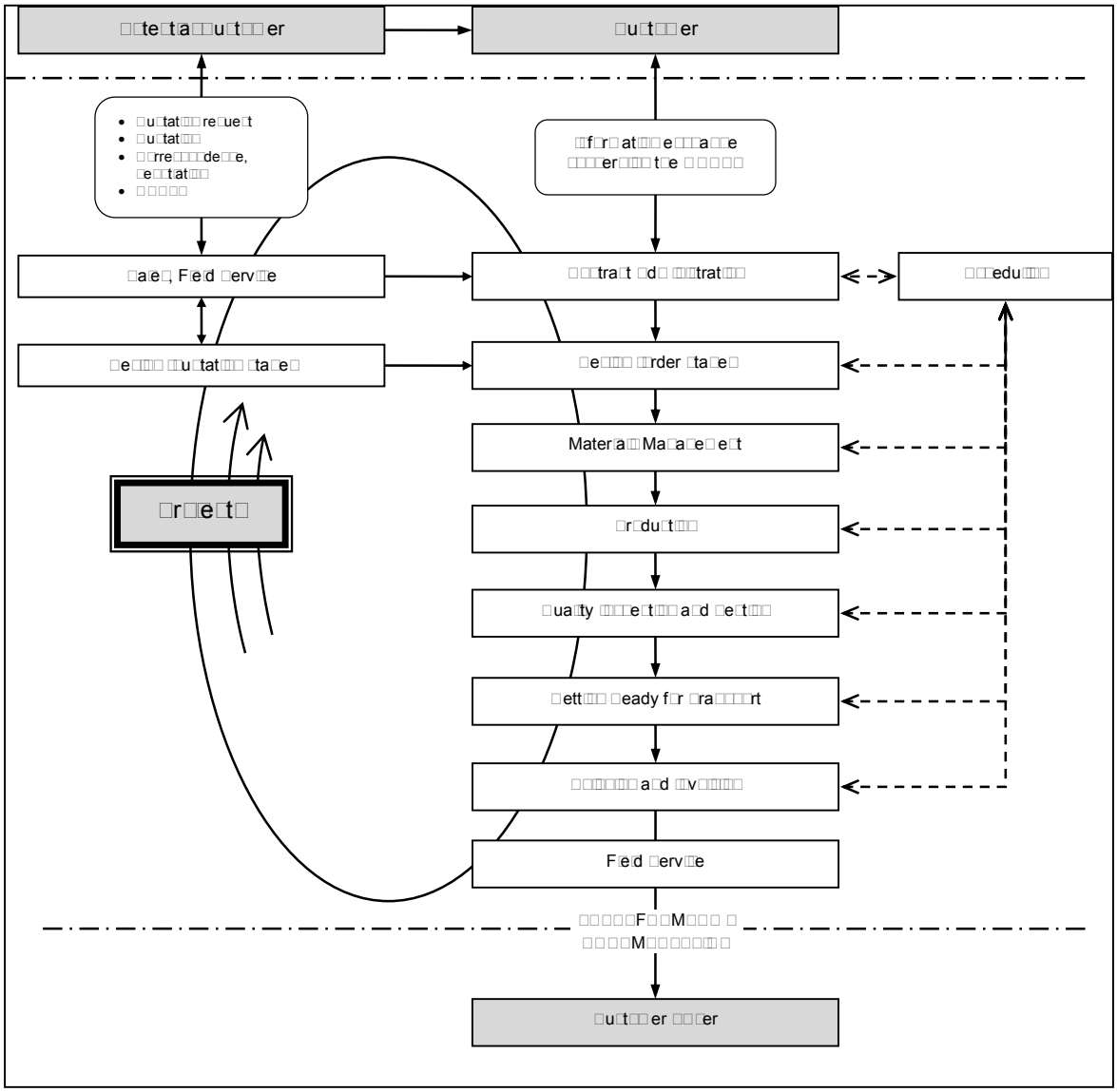

B. REQUIREMENTS FOR PRODUCTS AND SERVICES

Quotation & Sales - Scope & project requirements are defined/determined & reviewed, including any applicable statutory and regulatory requirements, delivery and post-delivery activities and those considered necessary. PTI Transformers LP assesses its ability to meet the customer requirements including commercial and technical risks critical to the project before committing to supply products and services. Likewise, confirmation of requirements is sought from customers before acceptance of the order.

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Pre/Post Contract Award Review (PCAR) – As soon as the order is received and confirmed, Sales initiates a Pre-CAR or kick-off meeting across all departments; Contract Admin, Engineering, Manufacturing, QA etc. Contract Administration takes over and performs thorough review of the specifications, project requirements and deliverables then initiates a kick-off meeting with customers. Handles all clarifications and changes and customer communications.

C. INPUT, OUTPUT, OBJECTIVES AND MEASUREMENT OF THE PROCESSES

1. Sales	
Objective:	Acquire orders in accordance with internal agreements and the customer's requirements.
Customer(s):	Potential Customer, Contract Administration and rest of the organization
Process owner:	Sales Manager

Input(s)	*Output(s)*
1. Customer request for quotation (RFQ) 2. Technical & Commercial information input required to complete quotation 3. Customer quotation inquiries (questions to quote submitted) 4. Quotation inquiry input 5. New Order	1. Bid Acknowledgement, if required. 2. RFQ date base update 3. Create Tender File 4. Request for quotation input 5. Quotation data base updated 6. Formal response to quotation request 7. Request for inquiry input 8. Response to customer inquiry 9. Updated pricing schedule 10. Negotiated file provided to Contract Administration

Applicable procedure:	
QP-00-003	Sales
QP-00-024	Sales Process Description

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2. Design (Quotation Stage)		
Objective:	Produce a technically correct preliminary design in accordance with the Customer's technical specifications, internal design rules and official standards. The preliminary design should represent the optimal cost price.	
Customer(s)	Sales, Field Service, Design (order stage), when a quotation leads to an order.	
Process owner:	Engineering Manager	
Input(s):		*Output(s):*
1. Technical part of the quotation request and technical specifications received from Sales, Field Service. 2. Additional requirements or questions from Sales or the Customer. 3. Price and long-term information from Materials management 4. Guidelines for design, production, testing, and shipping. 5. Official standards		1. A technically complete and correct design representing an optimal cost price for Sales, and/or Field Service which will later become the basis for Design once the order is received.
Applicable procedure		
QP-00-004	Design (Quotation Stage)	
QP-00-019	Engineering Process Description	

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3. Contract Administration		
Objective:	Managing the orders and field service activities in order to achieve customer satisfaction and to defend the interests of the organization. Acquire parts orders in accordance with customer requirements. Spearheading communications to and from customers to the organization.	
Customer(s):	Customer, external service providers and rest of the organization	
Process owner:	Customer Care Manager	
Input(s)		*Output(s)*
1. Orders from sales department 2. Orders direct from Customer 3. Field service requests 4. Additional information from the customer throughout the entire process 5. Input from the entire organization throughout the entire process 6. Information required to quote repairs.		1. Gathering and distributing all project-related information required by the customer from the organization 2. Obtaining and distributing all information required by the organization from the customer 3. Coordinating Field Service activities 4. All order related information for project management once the order has been placed 5. Obtaining and distributing all information required by the customer from the organization
Applicable procedure		
QP-00-005	Contract Administration	
QP-00-025	Contract Administration Process Description	

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4. Scheduling	
Objective:	Create and maintain a production schedule in order to track all processes from the moment the order form is received, up to the point of shipping the order. Maintain this planning schedule and/or adjust it to correspond to reality and the changes requested by the customer.
Customer(s):	Customer and the rest of the Organization
Process owner:	Master Production Scheduler

Input(s)	*Output(s)*
1. Detailed information related to orders and confirmed reservations 2. Information related to potential new orders 3. Progress of design and manufacturing 4. Status of production schedule 5. Capacity utilization 6. Information related to manufactured spare parts requirements	1. Monitoring and maintenance of Master Schedule 2. Monitoring and maintenance of order book 3. Order-specific customer schedules 4. Monitoring of capacity utilization

Applicable procedure	
QP-00-006	Scheduling
QP-00-020	Production Process Description

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5. Design (Order Stage)		
Objective:	Making a correct and productive design that fully conforms technically to the requirements, at a total cost that is to be kept as low as possible. Producing a production file and customer documents.	
Customer(s)	Materials, Operations, and the Customer	
Process owner:	Engineering Manager	
Inputs:		*Outputs:*
1. Technical specifications 2. Preliminary design from the quotation stage 3. Planning data 4. Design guidelines, standards, cost information 5. Technical remarks and customer's changes		1. Materials order information 2. Drawings and instructions 3. Design documents for the end customer 4. Transformer Instruction Manuals 5. EQP
Applicable procedure		
QP-00-004	Design (Order Stage)	
QP-00-019	Engineering Process Description	

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6. Materials Management		
Objective:	Purchase services and materials as specified by the organization according to the planning schedule and at competitive prices in accordance with product/service quality, customer specifications and vendor capability. Receipt and management of the purchased materials as well as internal supply to various departments.	
Customer(s):	Sales, Field Service, Design, and Production	
Process owner:	Operations Manager	
Input(s)		*Output(s)*
1. Design-related information from Design (order stage), planning information, information and quotations from suppliers. 2. Spare-parts requirements from Sales, Field Service 3. Supply of material and planning of material requirements		1. Ordering materials and supply to the appropriate department in accordance with Scheduling 2. Price information and purchasing contracts. 3. Correct internal supply and storage of materials
Applicable procedure		
QP-00-014	Materials Management	
QP-00-021	Purchasing Process Description	

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7. Production		
Objective:	Manufacturing transformers according to the design, the production schedule, Master Schedule and the applicable procedures, specifications and working methods.	
Customer(s):	The Customer (via Contract Administration)	
Process owner:	Operations Manager	
Input(s)		*Output(s)*
1. Design-related information from Design (order stage) 2. Materials supply from Materials management 3. Planning information 4. CIS via Contract Administration		1. Supply, Inspection and Testing with a transformer that is ready for testing 2. Parts
Applicable procedure		
QP-00-015	Production	
QP-00-020	Production Process Description	

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8. Inspection and Testing		
Objective:	Organize and/or perform intermediate inspections of Production and Getting Ready for Transport as well as the inspection of incoming materials. Test the finished transformer – whether or not in the presence of the customer – to verify whether all requirements – both of the customer and Design (order stage) – have been fulfilled.	
Customer(s):	The customer (via Contract Administration), Production	
Process owner:	Quality Manager	
Input(s)		*Output(s)*
1. Incoming materials 2. Transformer under construction 3. Transformer ready for testing 4. Technical specifications: drawings, data schedules, diagrams, test instruction summary (TIS) 5. The Inspection and Test Plan (ITP)		1. A tested transformer or parts 2. Test certificates (issued by PTI and suppliers) and (internal) testing report 3. Measuring results to Design (order stage) 4. Release signal for disassembly
Applicable procedure		
QP-00-028	Inspection & Testing	
QP-00-020	Production Process Description	
QP-00-018	Quality Assurance Process Description	

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9. Getting Ready for Transport		
Objective:	Disassemble the tested transformer and pack according to the internal guidelines and the customer's specifications, so the transformer can be shipped safely.	
Customer(s):	Customer, Carrier, Installer, Field Service	
Process owner:	Operations Manager	
Input(s)		*Output(s)*
1. Released transformer + testing documents + Transformer Manual 2. Shipping data 3. Outlines, legends, drawings 4. Packing data, specification, special instructions 5. CIS (Contract Administration) 6. Carrier instructions		1. Painted, packed and marked transformer 2. Dimensions and weights 3. Final packing list 4. Parts
Applicable procedure		
QP-40-010	Getting Ready for Transport	
QP-00-018	Quality Assurance Process Description	

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10. Shipping and Invoicing		
Objective:	Organize the shipping of the transformers (+ accessories) and invoice according to the contractual agreements + providing documentation for export purposes	
Customer(s):	The Customer or his representative, the carrier, and the organization (mainly Contract Administration including Finance & Administration)	
Process owner:	Finance Manager, Operations Manager	
Input(s)		*Output(s)*
1. Outlines, legends, drawings 2. Shipping and invoicing order from Contract Administration 3. Delivery and/or payment conditions		1. Shipping orders for transformers + accessories 2. Shipping documents: import - export 3. Invoicing 4. Customs documents
Applicable procedure		
QP-00-008	Shipping and Invoicing	
QP-00-022	Finance and Administration Process Description	

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11. Field Service	
Objective:	Organize, and execute the assembly, commissioning, testing of transformers in the field.
Customer(s):	The Customer or his representative, the carrier, and the organization; Third party contractor, Contract Administration, Finance, Testing
Process owner:	Customer Care Manager; Testing, Engineering

Input(s)	*Output(s)*
1. Transformer, delivery 2. Outlines, legends, drawings, RFQ for third party contractor 3. Assembly materials 4. P.O. for materials, contractors	1. Assembled, tested, commissioned transformer 2. Field test reports 3. Invoicing

Applicable procedure	
QP-00-026	Field Service Process Description
QP-00-025	Contract Administration Process Description

D. EMERGENCY RESPONSE

PTI is committed to taking appropriate measures to effectively respond to emergencies, with the primary goal of preserving life, protecting the environment/property, and restoring operations as quickly as possible.

A policy is created and implemented to ensure that PTI prepares for and responds effectively to an emergency situation through the appropriate use of resources and mitigates the long-term effects of an emergency on its operations.

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E. CONTROL OF EXTERNALLY PROVIDED PROCESSES, PRODUCTS AND SERVICES

a. Supplier Quality Assurance

Supplier Quality Assurance is PTI's confidence in supplier's ability to deliver goods or service that will satisfy the company's requirements which can be achieved through interactive relationship between PTI and supplier.

Sub-supplier Qualification – Materials identified in the Critical Item List triggers the Sub-supplier and New Material Qualification process, that is meant to address risks associated with unfit suppliers and sub-standard or poor-quality materials. Driven by Purchasing, Suppliers are pre-qualified based on their previous experience and capability to supply materials to PTI's and our customer's specification requirements. The extent of control applied varies on its impact to customer and PTI.

First Article Inspection – This process is put in-place as part of Sub-supplier and New Material Qualification process. The first delivery of materials goes through extensive inspection by qualified QA personnel with Engineering personnel as required. The requirements must be satisfied before materials can be expedited to production.

F. PRODUCTION AND SERVICE PROVISION

a. Manufacturing and Work Instructions

PTI ensures that all processes are covered and documented to provide visual and comprehensive guidelines and instructions for manufacturing of transformers.

These instructions also contain:

- Pertinent Engineering Specifications
- Quality, Environmental and Safety notes

b. Identification and Traceability

Transformer and its components can be identified and allocated throughout the entire process form raw materials to finished product through Identification and Traceability Procedure (QP-40-006).

G. RELEASE OF PRODUCTS AND SERVICES

Product characteristics are monitored and measured at various stages throughout product realization. The Engineering Quality Program (EQP) monitors and records the conformity of product throughout the design process. Various production activities and product inspections throughout the manufacturing process are identified, monitored and recorded through the Progressive Control Record (PCR) books.

Only product that has passed all required in-process and final inspections and tests will be released to the customer.

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H. CONTROL OF NON -CONFORMING OUTPUTS

Non-conformances are identified, segregated and disposed of in accordance with Control of Non-Conformance Procedure (QP-00-013) for product and process related issue. While Incident Investigation (SP-75-005) investigates Environmental, Health and Safety incident and near misses to obtain and analyze the pertinent facts to prevent reoccurrence of similar incidents in the future.

Customer Complaints

A complaint is the reporting of substandard quality as perceived by the customer.

Any employee may establish or receive a customer complaint and will ensure that the complaint is registered with Contract Administration for follow-up. Field complaints may be received by Contract Administration or by Field Service. Field Service and/or Contract Administration will acknowledge receipt of the complaint and initiate action and resolution of the complaint through the Complaint Response Team.

Field Service and/or Contract Administration will acknowledge receipt of the complaint and initiate action and resolution of the complaint through the appropriate departments.

Complaints are analyzed and the results reported at Management Review.

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9. PERFORMANCE EVALUATION

A. MONITORING, MEASUREMENT, ANALYSIS AND EVALUATION

Quality and Environmental Management System processes are monitored and measured by the respective Process Owners through their selected KPI's. Process owners must select KPI's that allow them to monitor their process or department's performance, and be able to react where corrections or improvements are required.

The measurements are reported and reviewed regularly to identify opportunities for improvement and to track the effectiveness of implementation.

The driving force behind continual improvement ultimately lies at the level of management responsibility: the management outlines the policy and the planning and provides the necessary resources to realize the product. Data related to achievements with regard to customer satisfaction, system, processes and product and environmental, health and safety compliance are gathered and reported back to the management through management reviews. The review conclusions serve as input to changes of the policy, objectives and KPI's. The circle of improvement is therefore reviewed and closed at the highest level of the company.

a. Customer Satisfaction

Customer satisfaction is of paramount importance and is the primary responsibility of every employee.

Customer feedback is obtained through various sources such as a Customer Satisfaction Survey, customer complaints and field service reports. Data from each source is analyzed and the results are presented at Management Review. Based on the results, corrective and/ or preventive actions may be required.

B. INTERNAL AUDIT

The purpose of internal audit is to evaluate and improve the effectiveness of governance, risk management and control processes as defined in the company's quality and environmental management system and related processes.

Internal audits are not limited within their scope and may address processes and activities that contribute to customer satisfaction or continual improvement.

Periodic internal audits will be carried out to determine the effectiveness of the quality management system. The Quality Manager is responsible for organizing and managing the audit program and required follow-up according to Internal Audit Procedure (QP-00-012).

The results of internal audits and the status of corrective actions are reported in the Quality Management Review. The implementation and effectiveness of the corrective actions are verified and reported during follow-up audits.

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C. MANAGEMENT REVIEW

Management review and evaluate the quality and environmental management system a minimum of twice yearly during the Management Review Meeting.

Actual compliance with Integrated Management Systems to ensure reliability and continuity of products. The following, but not limited to, ISO 9001 and 14001 requirements should be reviewed during management meetings:

- status of actions from previous management reviews
- changes in external and internal issues that are relevant to Quality and Environmental Management System
- information on performance and effectiveness of the management systems
- the extent to which the objectives have been achieved
- adequacy of resources
- effectiveness of actions taken to address risks and opportunities
- opportunities for improvements

Results of this meeting are decisions and actions to increase customer satisfaction and improve the overall quality of products and services provided by PTI to all customers both internal and external.

Output data of analysis are formalized in Meeting Minutes with necessary actions, responsibilities and completion dates and should be confirmed by top management. The output data are any solutions and actions related to:

- conclusions on the continuing suitability, adequacy and effectiveness of the quality and environmental management system any need for changes to the management systems
- decisions related to continual improvement opportunities
- decisions related to any need for changes to the quality and environmental management system, including resources
- actions, if needed, if objectives are not achieved
- opportunities to improve integration of the environmental management system with other business processes, if needed
- any implications for the strategic direction of the organization

On an annual basis, the management reviews and evaluates the quality policy, quality objectives and key performance indicators and assesses any need for changes to the quality management system.

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10. IMPROVEMENT

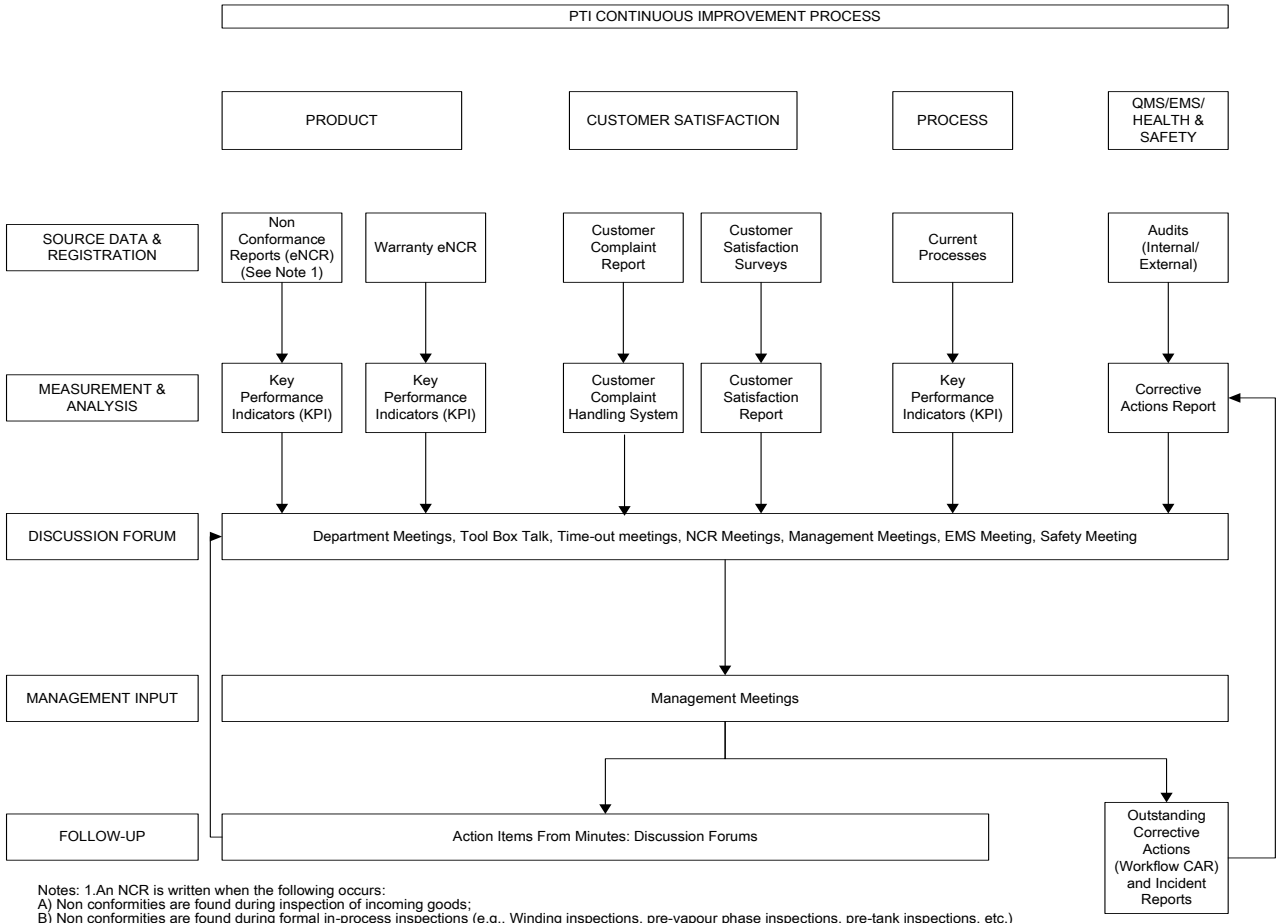
A. NON-CONFORMITY AND CORRECTIVE ACTION

Corrective action is implemented through Control of Non-conformances according to procedure QP-00-013 and through Corrective Action Requests according to procedure QP-00-010.

Preventive action is implemented according to procedure QP-00-011.

B. CONTINUAL IMPROVEMENT

The process by which PTI identifies and implements continual improvement is outlined in procedure QP-00-009.



Notes: 1.An NCR is written when the following occurs:
A) Non conformities are found during inspection of incoming goods;
B) Non conformities are found during formal in-process inspections (e.g.. Winding inspections, pre-vapour phase inspections, pre-tank inspections, etc.)
C) Non conformities are found during production.
D) Non conformities are found during transformer testing.
E) Non conformities are found during assembly and /or site acceptance testing
F) On incident relating to Environmental, Health, & Safety

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11. Approval List

Responsibility Center: Quality	Prepared by & Accepted for QA: Date: Arlyne Jutiz *Original signed*	*Intentionally left blank*
Accepted for Leadership Team: Brett Todd *Original signed*	Accepted for Operations: Jason Brown *Original signed*	Accepted for Human Resources: Stephanie Jacobs-Lockhart *Original signed*
Accepted for Customer Care: Maria Quintas *Original signed*	Accepted for Sales: Dan Boyd *Original signed*	Accepted for Finance & Admin: Kathleen Caithness *Original signed*
Accepted for Engineering: Jim Nielsen *Original signed*	Accepted for Engineering: Jeff Sawler *Original signed*	Accepted for Engineering: Kyle Kuby *Original signed*

12. Revision History:

Rev	Revised by	Date	Brief Description of revision
8	Arlyne Jutiz	April 24, 2020	□ Add PTI Vision, Mission and Core Values on 5A □ Made changes on #2 (page 4), #3 (page 5), 4B, 9C and 10B □ Update Organizational Chart
9	Arlyne Jutiz	January 19, 2021	□ Update Organizational Chart
10	Arlyne Jutiz	April 1, 2021	□ Updated Sections 4.A and D
11	Arlyne Jutiz	March 15, 2022	□ Added reference to Environmental Aspects and Impacts (FT-75-026) and company website on Section 4 □ Added PTI Four Pillars of Success in Section 5 □ Updated reference for "Training" from QP-19-033 to QP-19-056
12	Arlyne Jutiz	January 9, 2022	□ Updated Organizational Chart □ Revised 7A a People, 7B New Employee Orientation, 7B Training

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PTI TRANSFORMERS LP	SAFETY AND HEALTH POLICY	
Quality Management System POLICY	Document Number: SP-75-001	

At PTI Tranformers, we are committed to driving an occupational safety and health culture, preventing occupational illnesses and injuries, and supporting mental wellness in our workplace. This will be accomplished through transparent and consistent application, monitoring and continuous improvement of our health and safety management and internal responsibility systems by eliminating hazards and reducing risks that may cause workplace injury, illness and/or damage to property.

Driven to comply with all applicable health and safety legislation, best practices and other related standards, and our company values, we aim to create and maintain a safe and healthy working environment for all of our employees. In fulfilling this commitment, we develop employee safety and health competency through effective training and leadership at all levels in the organization. This means that PTI will provide sufficient information, instruction, training, and supervision to ensure the safety, health and welfare of its employees in the workplace.

Our Joint Workplace Safety and Health Committee will regularly meet to inspect, discuss and make recommendations as appropriate with the objective of positively contributing to the health and safety of our employees and workplace. Through employee consultation and collaboration, we will continually strive to make improvements in our health and safety management systems.

The right to work in safe and healthy conditions applies to all PTI employees, on-site contractors and visitors. We will also endeavour to be a steward of the environment and our community that may be impacted and may be affected by PTI activities. Everyone working with or for PTI is expected to take ownership of their own health and safety, and that of those around them.

George T. Jr. Partyka
CEO

February
Date

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PTI TRANSFORMERS LP	SAFETY AND HEALTH POLICY	
Quality Management System POLICY	Document Number: SP-75-001	

1. **Purpose**

The purpose of the Health and Safety Policy is to create a safe and healthy working environment for all of PTI's employees including contractors.

2. **Scope**

This policy applies to all employees, contractors, and visitors of PTI Transformers in Manitoba.

3. **Definitions**

Competent: possessing knowledge, experience, and training to perform a specific duty.

Contractor: means a person who, pursuant to one or more contracts, directs the activities of one or more employers or self-employed persons involved in work at a workplace.

Internal System of Responsibility ("IRS"): an employee-employer partnership in ensuring a safe and healthy workplace.

Manitoba Regulation ("The Regulation"), 217/2006

Owner: in relation to any land or premises used or to be used as a workplace, includes (a) a trustee, receiver, mortgagee in possession, tenant, lessee, licensee or occupier of the land or premises, and (b) a person who acts for or on behalf of an owner as an agent or delegate, but does not include a person who occupies premises used as a private residence, unless that person carries on a business, profession or trade at that residence.

The Manitoba Workplace Safety and Health Act ("the Act"), Chapter W210 10/02

4. **Roles, Responsibility and Authority**

4.1. Employer Safety Responsibilities

PTI is responsible for the safety, health and well-being of all employees while they are at work by developing and effectively applying sound safety policies and procedures in the workplace.

The responsibilities include but are not limited to:

- Ensure the safety, health and welfare at work of all workers;
- Ensure that the activities of PTI's workers do not negatively affect the health, safety or welfare of other workers or any self-employed person at the place of employment;
- Ensure that any person(s) who are not in PTI's employ are not exposed to risks to their safety or health arising out of, or in connection with activities from PTI;

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- Consult and co-operate in a timely manner with the health and safety committee for the purpose of resolving concerns on matters of health, safety and welfare at work;
- Consult and co-operate with the workplace safety and health committee, regarding the duties and matters with which that committee is charged under the Act;
- Ensure that there is a reasonable attempt to resolve, in a timely manner, concerns raised by the health and safety committee;
- Co-operate with any other person exercising a duty imposed by the Act, or the regulations;
- Provide to all employees such information, instruction, training, supervision and facilities to ensure the safety, health and welfare at work of all PTI workers;
- Comply with the Act and the Regulations;
- Provide and maintain a workplace, necessary equipment, systems and tools that are safe and without risks to health, so far as is reasonably practicable;
- Ensure when PTI's employee(s) are working on a construction project that has a prime contractor, advise the prime contractor of the name of the supervisor of PTI's workers on the project
- Ensure the provision and maintenance of plant, systems of work and working environments for the health, safety and welfare at work of PTI's workers;
- Oversee and facilitate the use, handling, storage and transport of articles and substances in a manner that protects the health and safety of workers;
- Maintain a safe means of entrance to and exit from the place of employment and all worksites and work-related areas in or at the place of employment
- Ensure that all workers, supervisors, foremen, chargehands or similar persons, are acquainted with any safety or health hazards which may be encountered by the workers in the course of their service, and that workers are familiar with the use of all devices or equipment provided for their protection;
- Ensure all work at the place of employment is sufficiently and competently supervised by a person who is competent with the knowledge, training or experience, to ensure that work is performed in a safe manner, and is familiar with this Act and the regulations that apply to the work performed at PTI.

4.2 Managers and Supervisory Safety Responsibilities

Managers and Supervisors are responsible for the promotion of health and safety awareness in their respective areas of responsibility. They are expected to demonstrate its importance, on a daily basis, through their actions and attitudes.

Managers and Supervisors responsibilities include but are not limited to the following:

- Take all precautions necessary to protect the safety and health of a worker under their supervision,
- Ensure that employees under their supervision works in accordance with the procedures and measures required by the Act and the regulations;
- Ensure that all employees under their supervision use all devices; and wears all clothing and personal protective equipment designated and provided by PTI or required to be used or worn by the Act or the regulations;

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- Advise all employees under their supervision of all known or reasonably foreseeable risks to safety and health in the area where the worker is performing work;
- Ensure, insofar as is reasonably practicable, that all workers under the supervisor's direct oversight and direction are not exposed to harassment at the place of employment;
- Co-operate with any other person exercising a duty imposed by the Act or the regulations; and comply with the Act and the regulations.

4.3 Employee Safety Responsibilities

Employees shall take care to protect their own safety and health, and the safety and health of others that may be affected by their own actions or omissions at work.

Employee responsibilities include but are not limited to the following:

- At all times, use all safeguards, safety appliances devices and wear all articles of clothing and personal protective equipment designated and provided for their protection by PTI, or required to be used and worn by the regulations charged under the Act
- Consult and co-operate with the Workplace Safety and Health Committee regarding the duties and matters with which that committee is charged under the Act;
- Co-operate with PTI in the discharge of PTI's responsibilities;
- Follow the safe work practices and procedures required by or developed pursuant to the regulations and any other regulations made pursuant to the Act;
- Conduct himself/herself at work in a safe and responsible manner and refrain from causing or participating in the harassment of another worker;
- Comply with the Act and the regulations and co-operate with any other person exercising a duty imposed by the Act or the regulations.
- Report any dangerous procedure, hazard, or dangerous condition to own supervisor immediately. In the event there is no resolution to these concerns, report conditions or problems to the Safety and Health Committee member.

4.4 Self Employed Persons, Contractors and Owners Safety Responsibilities

Self employed persons, contractors, and owners shall take care to protect their own safety and health, and the safety and health of others that may be affected by their own actions or omissions at work.

Responsibilities include but are not limited to the following:

- Ensure that every workplace that is in a contract with the contracting employer, and every work process or procedure performed that is not in the direct and complete control of a self-employed person, contractor or owner does not create a risk to the safety and health of any person;
- Where the contractor is involved in work on a construction project that has a prime contractor, advise the prime contractor of the name of every employer with whom the contractor has contracted to perform work on the project;

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- Ensure, so far as is reasonably practicable, that the land or premises used as a workplace that is under his or her control is provided and maintained in a manner that does not create a risk to the safety or health of any person;
- Ensure, insofar as is reasonably practicable, that any area of the plant, or activity occurring in or on an area of the plant, that is not in the direct and complete control of any contractor or employer who works or employs one or more workers who work in or on the plant, is maintained or is carried on in compliance with the Act and the regulations and does not endanger the health or safety of any contractor, employer, or worker who works in or on the plant;
- Co-operate with any other person exercising a duty imposed by the Act or the regulations, and at all times, comply with the Act and the regulations; and
- Report any dangerous procedure, hazard, or dangerous condition to your supervisor immediately. In the event there is no resolution to these concerns, report conditions or problems to your Safety and Health Committee Member.
- Comply with the Act and the regulations.

4.5 Workplace Safety and Health Committee

The role of the Safety and Health Committee is to monitor the effectiveness of the internal responsibility system in the workplace, make recommendations to PTI and assist in the prevention of incident, injury and illness.

Duties of the Safety and Health Committee include:

- Continually assist to maintain the effectiveness of the IRS.
- Receive, consider, and resolve complaints relating to safety and health in the workplace.
- Identify safety and health risks in the workplace and develop measures to address these risks.
- Make recommendations to PTI Transformers LP to address safety and health concerns in the workplace.
- Inspect the workplace, including work processes and procedures, at least once before each regularly scheduled meeting.
- Maintain records pertaining to workplace accidents, injuries, hazards, and complaints related to safety and health in the workplace.
- Develop and promote workplace safety and health informative materials.
- Participate in the investigation of accidents and dangerous occurrences in the workplace.
- Accompany a safety and health officer conducting a workplace inspection or investigation upon request.
- Keep employee's personal health information confidential unless the disclosure is required or permitted by law.
- Helping orient new and inexperienced workers.
- Handle refusals to work under section 43(1) of the Act, when applicable.
- Other duties as may be specified in The Manitoba Workplace Safety and Health Act.

5. **Due Diligence**

Due diligence is the level of judgment, care, prudence, determination, and activity that a person would reasonably be expected to do under particular circumstances. When applied to occupational safety and health, due diligence

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means that PTI shall take all reasonable precautions, under the particular circumstances, to prevent injuries or incidents in the workplace.

To establish due diligence, PTI must identify possible workplace hazards and carry out the appropriate preventative and corrective actions to prevent incidents or injuries arising from these hazards.

PTI establishes Due Diligence by including the following criteria:

- Have in place written safety and health policies, practices, and procedures. These would demonstrate and document that PTI carried out workplace safety audits, identified hazardous practices and hazardous conditions and made the necessary changes to correct these conditions, and provided employees with information to enable them to work safely.
- Provide the appropriate training and education to the employees so that they understand and carry out their work according to the established policies, practices, and procedures.
- Train the supervisors to ensure they are competent persons, as defined in the Act.
- Monitor the workplace and ensure that employees are following the policies, practices and procedures.
- Hold employees accountable to take reasonable care to ensure the safety of themselves and their coworkers through written documentation of progressive discipline for breaches of safety as applicable.

6. **Worker Rights**

Employees have the right to know, right to participate, right to refuse, and right to be in the workplace without being subject to a discriminatory action. The parameters of these rights and the process for exercising these rights are outlined in the Workplace Safety and Health Act and Regulations.

Right to Know

Know about hazards in the workplace and which precautions must be taken to prevent injury or illness from these hazards (ie. WHMIS education).

Right to Participate

Employees have the right to participate in safety and health activities at the workplace, including involvement in the joint workplace safety and health committee or by voicing concerns or suggestions for safety improvements.

Right to Refuse Process

Employees have the right to refuse work for anything that they believe is a danger to their safety and health or the safety and health of others that could cause immediate and serious, or long-term effects.

Right to Work Without Being Subject to Discriminatory Action

No employee may be discriminated against for:

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- exercising a right under or carrying out a duty in accordance with the Act or the regulations;
- testifying in a proceeding under the Act;
- giving information about workplace conditions affecting the safety, health or welfare of any worker
- you have the right to refuse to work if you have reasonable cause to believe that: the work constitutes a danger to your safety or health or to the safety or health of another worker or another person

7. **References**

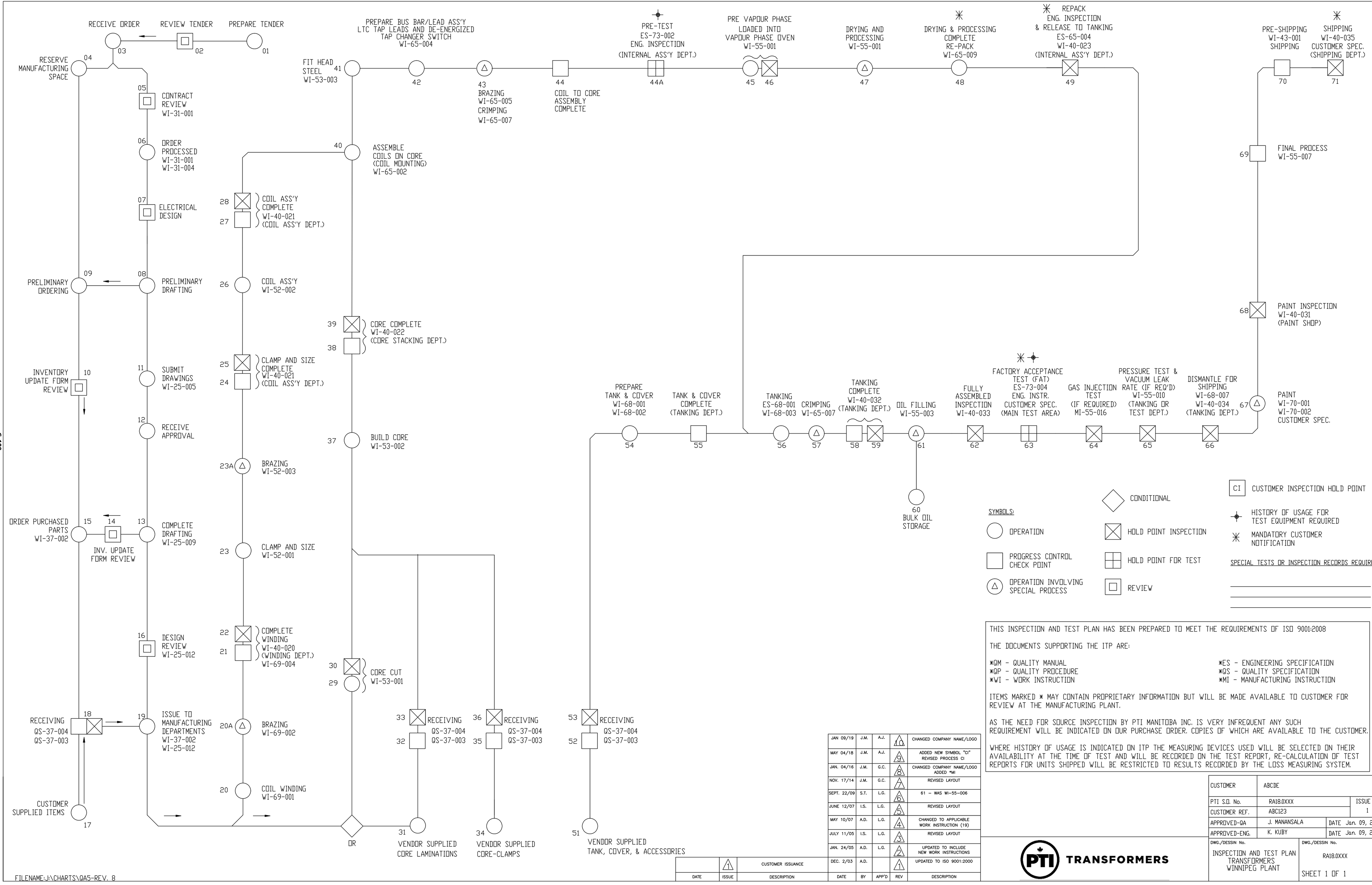
- The Manitoba Workplace Safety and Health Act, Chapter W210 10/02
- The Manitoba Workplace Safety and Health Regulations, 217/2006
- The Occupational Health and Safety Act, 1993
- The Occupational Health and Safety Regulations, 1996

8. **Approval List**

Responsibility Center:	Prepared by: Date: February Janelle Vanbeselaere	Issued by ISO Coord: Date: Luisa Gaitan
Accepted for Quality: Date: Arlyne Jutiz	Accepted for HR : Date: February 11. Stephanie Jacobs-Lockhart	*Intentionally left blank*

9. **Revision History:**

Revision no.	Revised by	Date	Description of Revision
0	Nidia Jones	January 14, 2021	Initial Release



SYMBOLS:

- OPERATION
- PROGRESS CONTROL CHECK POINT
- OPERATION INVOLVING SPECIAL PROCESS
- CONDITIONAL
- HOLD POINT INSPECTION
- HOLD POINT FOR TEST
- REVIEW
- CI — CUSTOMER INSPECTION HOLD POINT
- HISTORY OF USAGE FOR TEST EQUIPMENT REQUIRED
- MANDATORY CUSTOMER NOTIFICATION

SPECIAL TESTS OR INSPECTION RECORDS REQUIRED:

THIS INSPECTION AND TEST PLAN HAS BEEN PREPARED TO MEET THE REQUIREMENTS OF ISO 9001:2008

THE DOCUMENTS SUPPORTING THE ITP ARE:

*QM - QUALITY MANUAL
*QP - QUALITY PROCEDURE
*WI - WORK INSTRUCTION
*ES - ENGINEERING SPECIFICATION
*QS - QUALITY SPECIFICATION
*MI - MANUFACTURING INSTRUCTION

ITEMS MARKED * MAY CONTAIN PROPRIETARY INFORMATION BUT WILL BE MADE AVAILABLE TO CUSTOMER FOR REVIEW AT THE MANUFACTURING PLANT.

AS THE NEED FOR SOURCE INSPECTION BY PTI MANITOBA INC. IS VERY INFREQUENT ANY SUCH REQUIREMENT WILL BE INDICATED ON OUR PURCHASE ORDER. COPIES OF WHICH ARE AVAILABLE TO THE CUSTOMER.

WHERE HISTORY OF USAGE IS INDICATED ON ITP THE MEASURING DEVICES USED WILL BE SELECTED ON THEIR AVAILABILITY AT THE TIME OF TEST AND WILL BE RECORDED ON THE TEST REPORT, RE-CALCULATION OF TEST REPORTS FOR UNITS SHIPPED WILL BE RESTRICTED TO RESULTS RECORDED BY THE LOSS MEASURING SYSTEM.

DATE	ISSUE	DESCRIPTION
	1	CUSTOMER ISSUANCE

DATE	BY	APP'D	REV	DESCRIPTION
JAN 09/19	J.M.	A.J.	10	CHANGED COMPANY NAME/LOGO
MAY 04/18	J.M.	A.J.	9	ADDED NEW SYMBOL "CI" REVISED PROCESS CI
JAN. 04/16	J.M.	G.C.	8	CHANGED COMPANY NAME/LOGO ADDED *MI
NOV. 17/14	J.M.	G.C.	7	REVISED LAYOUT
SEPT. 22/09	S.T.	L.G.	6	61 – WAS WI-55-006
JUNE 12/07	I.S.	L.G.	5	REVISED LAYOUT
MAY 10/07	A.D.	L.G.	4	CHANGED TO APPLICABLE WORK INSTRUCTION (19)
JULY 11/05	I.S.	L.G.	3	REVISED LAYOUT
JAN. 24/05	A.D.	L.G.	2	UPDATED TO INCLUDE NEW WORK INSTRUCTIONS
DEC. 2/03	A.D.		1	UPDATED TO ISO 9001:2000

CUSTOMER	ABCDE
PTI S.O. No.	RA18.0XXX
ISSUE No.	1
CUSTOMER REF.	ABC123
APPROVED-QA	J. MANANSALA
DATE	Jan. 09, 2019
APPROVED-ENG.	K. KUBY
DATE	Jan. 09, 2019
DWG./DESSIN No.	INSPECTION AND TEST PLAN TRANSFORMERS WINNIPEG PLANT
DWG./DESSIN No.	RA18.0XXX
	SHEET 1 OF 1

PTI TRANSFORMERS

CONTRACT# ELE/230196

FILENAME:J:\CHARTS\QA5-REV. 8

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DocuSign

Certificate Of Completion

Envelope Id: E0AA19B533C745DDADF27B2E09884907 Status: Completed

Subject: SIGNATURE: Amendment 1 - Delivery, Installation and Testing of Autotransformers (ELE/230196)

Source Envelope:

Document Pages: 111 Signatures: 4 Envelope Originator:

Certificate Pages: 5 Initials: 0 Patricia Lewis

AutoNav: Enabled 110 SE Watula Avenue

EnvelopeId Stamping: Enabled City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada) Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

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Status: Original Holder: Patricia Lewis Location: DocuSign

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Signer Events	Signature	Timestamp
Brett Todd btodd@ptitransformers.com General Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Brett Todd AADD9E075F774EC... Signature Adoption: Pre-selected Style Using IP Address: 205.200.77.138	Sent: 10/4/2023 3:23:33 PM Viewed: 10/4/2023 3:38:46 PM Signed: 10/4/2023 3:39:08 PM
Electronic Record and Signature Disclosure: Accepted: 10/4/2023 3:38:46 PM ID: 31163493-9de3-4ff8-93ca-933dffa1d537		
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: 10/4/2023 3:39:11 PM Viewed: 10/12/2023 2:41:59 PM Signed: 10/12/2023 2:42:43 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Janice Mitchell jmitchell@ocalafl.org CFO Security Level: Email, Account Authentication (None)	DocuSigned by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/12/2023 2:42:46 PM Viewed: 10/13/2023 8:25:41 AM Signed: 10/13/2023 8:31:11 AM
Electronic Record and Signature Disclosure: Accepted: 10/13/2023 8:25:41 AM ID: 21715a18-8856-4482-b0b0-227e728eec72		
Angel B. Jacobs ajacobs@ocalafl.org Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/13/2023 8:31:14 AM Viewed: 10/13/2023 9:26:47 AM Signed: 10/13/2023 9:27:09 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 10/13/2023 9:26:47 AM ID: 299ce2a7-661e-4910-a7f5-9c9a5e5d634e		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/4/2023 3:23:33 PM
Certified Delivered	Security Checked	10/13/2023 9:26:47 AM
Signing Complete	Security Checked	10/13/2023 9:27:09 AM
Completed	Security Checked	10/13/2023 9:27:09 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 DELIVERY, INSTALLATION, AND TESTING OF AUTOTRANSFORMERS

THIS AGREEMENT FOR DELIVERY, INSTALLATION, AND TESTING OF AUTOTRANSFORMERS ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PTI TRANSFORMERS LP,** a foreign for-profit limited partnership duly organized in Manitoba, Canada and authorized to do business in the state of Florida (BN: 734422314) ("Contractor").

R E C I T A L S :

WHEREAS, on April 13, 2023, City issued an Invitation to Bid ("ITB") for the delivery, installation, and testing of two (2) autotransformers for the City, ITB No.: ELE/230196 (the "Solicitation"); and

WHEREAS, two (2) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, PTI Transformers, LP was chosen as the intended awardee on the delivery, installation, and testing of two (2) autotransformers for the City (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.

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 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-3)
Exhibit B:	General Requirements (B-1 through B-23)
Exhibit C:	Technical Specifications (C-1 through C-30)
Exhibit D:	Proposed Ratings and Guaranteed Losses (D-1 through D-4)
Exhibit E:	Proposed Delivery Date and Subcontractors (E-1 through E-2)
Exhibit F:	Autotransformer Loss Evaluation (F-1)
Exhibit G:	PTI Proposal (G-1 through G-109)
Exhibit H:	Letter of Confirmation (H-1)
Exhibit I:	Price Proposal (I-1 through I-8)

   If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C, then (4) Exhibit D, then (5) Exhibit E, then (6) Exhibit F, then (7) Exhibit G, then (8) Exhibit H, then (9) Exhibit I.

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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. 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 under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor **EIGHT MILLION, SEVENTY THOUSAND, THREE HUNDRED FORTY AND NO/100 DOLLARS ($8,070,340)** (the "Contract Sum") over the entire contract term, subject to the Price Adjustment Policy set forth in Exhibit G, as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents, as follows:
   A. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. City will provide Contractor with an invoice cover sheet. Invoice cover sheets are required to be accurately completed and submitted with each invoice. Contractor shall submit the original invoice, no more than once monthly, through the responsible City Project Manager at: **Ocala Electric Utility**, Attn: **Lisa Crouthamel**, Address: **1805 NE 30th Avenue, Bldg. 400, Ocala, Florida 34470**, E-Mail: lcrouthamel@ocalafl.gov.
   B. **Payment of Invoices by City**. The City Project Manager shall 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 net 30 days in accordance with the following project milestones:
      (1) 25% net 30 days from submission of first set of Drawings for approval.
      (2) 35% net 30 days from receipt of Core Steel and Winding Conductor at Contractor's works.
      (3) 30% net 30 days from time of successful completion of testing at Contractor's works.
      (4) 10% balance payment net 30 days from final acceptance, not to exceed 30 days after delivery.
   C. **Retainage.** City shall withhold an amount equal to **TEN PERCENT (10%)** of amount due as retainage to secure Contractor's full and faithful performance of its obligations under this Agreement (the "Retainage"). Contractor shall not be entitled to any interest received by City on Retainage. The Retainage shall be payable to Contractor, subject to the provisions of this subsection, upon satisfaction of the following conditions precedent: (1) confirmation from the City Project Manager that Contractor has satisfactorily completed all work in accordance with the provisions of the Agreement; and (2) receipt of the Consent of Surety of the recorded bond for final payment.
   D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
   E. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be

refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

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

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **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. **Transformer #1.** Contractor shall deliver and install **ONE (1)** 105/140/175 MVA Autotransformer at the **Dearmin Substation** site, located at 2779 SE 36th Avenue, Ocala, Florida 34471 no later than **JUNE 30, 2026**. Contractor is required to provide **THIRTY (30)** days' notice prior to delivery.

B. **Transformer #2.** Contractor shall deliver and install **ONE (1)** 105/140/175 MVA Autotransformer at the **Dearmin Substation** site, located at 2779 SE 36th Avenue, Ocala, Florida 34471 no later than **FOUR (4) WEEKS AFTER THE DELIVERY AND INSTALLATION OF TRANSFORMER #1**. Contractor is required to provide **THIRTY (30)** days' notice prior to delivery.

C. **Spare Parts.** Contractor shall deliver **ONE (1)** lot of Spare Parts for 105/140/175 MVA Autotransformers to the **City of Ocala Electric Utility Warehouse**, located at 1805 NE 30th Avenue, Building #700 Ocala, Florida 34470 no later than **JUNE 30, 2026.** Contractor is required to provide **THIRTY (30)** days' notice prior to delivery.

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. 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. **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 THOUSAND, SEVEN HUNDRED FORTY-TWO AND NO/100 DOLLARS ($1,742)** 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 THOUSAND, SEVEN HUNDRED FORTY-TWO AND NO/100 DOLLARS ($1,742)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment. In no event shall liquidated damages exceed **FIVE PERCENT (5%)** of the purchase price of the unit for which delivery has been delayed.

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. **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. **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 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 Contractor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
   B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or 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 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

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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) placing a claim against the public construction bond; or (iii) any other remedy as provided by law.

D. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The 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 cancellation charges as a percentage of total price to be paid to Contractor, relative to project milestones, as follows:
   (1) Ordered.....5%
   (2) Engineering Designs Complete.....20%
   (3) Materials Ordered.....40%
   (4) Tank Fabrication Started.....50%
   (5) Winding Complete.....75%
   (6) Vapour Phase Completed or Later.....100%

10. **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 and material provided for each product shall be free from any defects for a period of not less than **SIXTY-SIX (66) MONTHS** from the date of delivery to its original destination or **SIXTY-SIX (66) MONTHS** from the date of first use of equipment by the Original Purchaser or End User, whichever is shorter. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.

    A. **Extended Warranty Option.** When purchased, warranty may be extended by the period specified covering core and coils only against failure occurring with respect to normal operation and within the parameters for which the transformer was designed.

    B. **In/Out Coverage.** Transportation costs to and from the repair facility shall be born by Contractor exclusively over the first year of the warranty period, subject to the limit of TWENTY-FIVE PERCENT (25%) of the original purchase price of the equipment. Contractor

shall be responsible for the direct cost of removing the apparatus from service, transportation to and from the place of repair and reinstallation of the apparatus at site (In/Out). Direct Cost excludes expenses related to the removal of fire walls, installing temporary equipment and incremental costs of supply service. At the end of the first year of the warranty period, the cost of removal and reinstallation of defective equipment shall be born by City.

11. **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.
12. **PERFORMANCE AND PAYMENT BOND.** Contractor shall furnish a certified and recorded Performance and Payment Bond in the amount of **EIGHT MILLION, SEVENTY THOUSAND, THREE HUNDRED FORTY AND NO/100 DOLLARS ($8,070,340)** as security for the faithful performance of the work as required and set forth in Exhibit A – Scope of Work within the time set forth for performance under this Agreement and for prompt payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided for herein.
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

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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. **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 the contract and the intent thereof.
    D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, 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 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.
17. **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.
18. **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

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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.

19. **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.
20. **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.
21. **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.
22. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:

A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
C. Policy must include coverage for contractual liability and independent contractors.
D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

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23. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver**.

24. **INSTALLATION FLOATER INSURANCE.** Installation Floater insurance shall be provided by the Contractor to cover damages or destruction to equipment being installed or otherwise being handled or stored by the Contractor. The amount of coverage shall be adequate to provide total replacement value of the equipment, otherwise being handled or stored on or off premises or in transit. All risk coverage shall be provided either in a single policy or in a combination of underlying and umbrella on excess policies.

    A. Unless waived in writing by the City, Contractor shall maintain the Installation Floater insurance in force and effect until final payment is made by City. The Installation Floater insurance shall not be cancelled or materially altered without at least **THIRTY (30)** days written notice to City and each other additional named insured.

25. **MISCELLANEOUS INSURANCE PROVISIONS.**

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

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

    C. Certificates of Insurance. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala.**

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

D. Failure to Maintain Coverage. In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.

E. City as an Additional Insured. **Contractor and all Subcontractors must have the City of Ocala named as an Additional Insured and Certificate Holder on all liability policies identified in this Section** except for Workers' Compensation and Professional Liability policies.

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

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

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

26. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;

B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

27. **COMPLIANCE WITH F.S. 287.135.** City may terminate Agreement immediately upon discovering that Contractor: (A) has been placed on the Scrutinized Companies that Boycott Israel List; (B) is engaged in a boycott of Israel; (C) has been placed on the Scrutinized Companies with Activities in Sudan List; (D) has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (E) has been engaged in business operations in Cuba or Syria. This Agreement may also be terminated immediately if the Contractor falsely certified they are eligible to bid and contract with local government entities under F.S. 287.135.
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 performed under this Agreement.
    A. In addition to the requirements set forth in 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 its 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, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by this Agreement.
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

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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 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.

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C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the 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.org; 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://everify.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

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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 shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees unless expressly set forth herein.
    A. City agrees that Contractor shall not be liable for loss of expectation of profit or any indirect special or consequential damages as a result of any failure to execute any of its obligations relating to the same of the equipment.
    B. Contractor's liability on any other claim for loss arising out of the sale or repair of the equipment, or any failure of the equipment or any element thereof, shall not exceed the net unit price exclusive of any taxes, duties or transportation cost of the equipment, or that part of the equipment involved in such claim for loss, whichever is the lesser.
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:

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If to Contractor:	PTI Transformers LP Attention: Brett Todd 101 Rockman Street Winnipeg, MB, CA R3T 0L7 Phone: 204-474-5713 Cell: 204-806-1918 E-mail: btodd@ptitransformers.com
Copy to:	Attention: Bob Gray Cell: 603-770-2048 E-mail: bgray@ptitransformers.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.org
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.org

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

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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 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

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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 9/6/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
James P. Hilty, Sr.
6FD4FC329B6F4DF...

James P. Hilty, Sr.
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...

William E. Sexton, Esq.
City Attorney

PTI TRANSFORMERS, LP

DocuSigned by:
Brett Todd
AADD9E075F774EC...

By: Brett Todd
(Printed Name)

Title: General Manager
(Title of Authorized Signatory)

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BACKGROUND

Contractor shall provide **TWO (2)** 105/140/175 MVA autotransformers, to include both the delivery of the autotransformers to the City's designated site and placement of the autotransformers on existing concrete foundation pads (21'X11') without any modifications required. Contractor shall also furnish **ONE (1)** lot of spare parts per the specifications and Scope of Work.

City of Ocala reserves the right to approve manufacturers. **Transformers must be manufactured in a North American Free Trade Agreement (NAFTA) country.**

Contractor must comply with North American Electric Reliability Corporation (NERC) Supply Chain Standards. The Supply Chain Standards focus on the following four security objectives:

- software integrity and authenticity;
- vendor remote access protections;
- information system planning; and
- vendor risk management and procurement controls.

Services provided by Contractor shall be coordinated with the City Project Manager, Lisa Crouthamel, at Ocala Electric Utility Department, 1805 NE 30th Ave, Bldg. 400, Ocala, Florida 34470, Telephone 352-317-3151 and E-Mail: lcrouthamel@ocalafl.org.

QUALIFICATIONS AND REQUIREMENTS

Contractor must be a licensed Electrical Contractor with a minimum of **FIVE (5)** years of experience providing similar services based on equipment of the same design and rating, having been fabricated and manufactured in the same factory, using material and components of the same type.

Contractor must have documented experience with the equipment based on commercial installation for a municipal, industrial environment or investor-owned utility in the United States of America, under operating conditions comparable to those experienced in Central Florida.

Special Notice: *Contractor acknowledges and agrees that it has made itself fully aware of and agrees to comply with all local, state, and Federal laws, regulations, ordinances, and permitting requirements related to the provision of the required goods and services and that said laws, regulations, ordinances, and permitting requirements are incorporated herein by reference.*

SUBCONTRACTORS

Contractor acknowledges and accepts responsibility for the performance of any subcontractors. Contractor acknowledges and agrees that it has fully investigated its subcontractors and has evidence on file that each subcontractor: (a) has engaged successfully in their respective line of work for a reasonable period; (b) maintains a fully equipped organization that is capable, technically, and financially, of performing the work required; and (c) has satisfactorily made similar installations. Contractor shall complete **Exhibit E – Proposed Delivery Date & Subcontractors**. The City reserves the right to reject Contractor's use of any subcontractor based on previous experience with said subcontractor.

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DELIVERY/REQUIRED SHIPPING DATE

TRANSFORMER #1: One (1) 105/140/175 MVA Autotransformer shall be delivered and installed at the Dearmin Substation site, located at 2779 SE 36th Avenue, Ocala, FL 34471. FOB DESTINATION, PREPAID & ALLOWED. **Delivery to the destination shall be no later**. than **78 WEEKS.** ***(If transformer delivery date exceeds 78 weeks, OEU will review the extended date for acceptability.)*** **OEU can only receive delivery of transformers during the Spring and Fall months.**

TRANSFORMER #2: One (1) 105/140/175 MVA Autotransformer shall be delivered and installed at the Dearmin Substation site, located at 2779 SE 36th Avenue, Ocala, FL 34471. **Delivery to the destination shall be four (4) weeks after the delivery and installation of Transformer #1**. FOB DESTINATION, PREPAID & ALLOWED.

SPARE PARTS: One (1) lot of Spare Parts for 105/140/175 MVA autotransformer shall be delivered to the City of Ocala, Electric Utility Warehouse, 1805 NE 30th Avenue, Building #700, Ocala, FL 34470. **Delivery to the destination shall be no later than the manufacturer's standard lead time.** FOB DESTINATION, PREPAID & ALLOWED.

1. Contractor shall provide thirty (30) days' notice prior to delivery, and it is the Contractor's responsibility to unload all equipment at the destination sites listed above.
2. Contractor is encouraged to visit the sites of the proposed work and to become thoroughly acquainted with the conditions relating to the delivery, construction, and labor requirements, to fully understand the field conditions which may affect the execution of the required work.
3. The materials and equipment to be furnished hereunder shall be delivered and ALL transportation charges paid by the supplier to the destination.

CLEAN UP

Contractor shall be responsible for the disposal of shipping and packing materials and for performing perform other clean-up associated with the delivery and installation activities.

MEASUREMENT AND PAYMENT

The intent of this section is to define the basis of payment for bid items listed in the Contractor's proposal. Separate payment will be made only for specific items listed in this section.

1. Autotransformers 105/140/175 MVA.

A. Measurement shall consist of furnishing and delivering two (2) new autotransformers to their respective foundations at the Dearmin Substation Site, per the scope of work and specifications, including all submittals except for field test results, excluding spare parts, installation, and testing.

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B. Payment for completion of all work required of the Contractor shall be as stated in the Scope of Work and per all specifications, at the price shown in the Contractor's proposal. Final payment after the equipment is placed in service will constitute full compensation for all work required and/or specified.

2. Autotransformers 105/140/175 MVA - Installation and Testing.

A. Measurement shall consist of the complete assembly of the autotransformer, services of a service engineer, field testing and submittal of field test results, per the requirements of **Exhibit A – Scope of Work**, and **Exhibit C – Technical Specifications**

B. Payment for completion of all work required of the Contractor shall be as outlined below at the price shown in the Contractor's proposal. Payment in this amount will constitute full compensation for all work required and specified.

3. Autotransformers 105/140/175 MVA - Spare Parts.

A. Measurement shall consist of furnishing spare parts for the autotransformer per the requirements of **Exhibit C – Technical Specifications**

B. Payment for spare parts furnished by the Contractor shall be at the price shown in the Contractor's proposal and will constitute full compensation for the materials and all related work

C. Payment for completion of all work required of the Contractor shall be as outlined below at the price shown in the Contractor's proposal. Payment in this amount constitute full compensation for all work required and/or specified.

PAYMENT

1. City Project Manager shall 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 net 30 days in accordance with the following project milestones:

A. 25% net 30 days from submission of first set of Drawings for approval.

B. 35% net 30 days from receipt of Core Steel and Winding Conductor at Contractor's works.

C. 30% net 30 days from time of successful completion of testing at Contractor's works.

D. 10% balance payment net 30 days from final acceptance, not to exceed 30 days after.

2. Payment by the City shall not relieve the Contractor of the obligation to comply with the requirements of the Contract. The Purchase Order amount for installation and testing will be paid **THIRTY (30)** days after completion of testing, submittal, and approval of field test reports, and upon presentation of an invoice in duplicate.

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GENERAL REQUIREMENTS
AUTOTRANSFORMERS 105/140/175 MVA
DEARMIN SUBSTATION

PART 1 – GENERAL REQUIREMENTS

1.01 WORK INCLUDES:

A. The work consists of furnishing two (2) 105/140/175 MVA Autotransformers, manufactured in the United States of America, as herein specified, delivering transformers to the designated site, and installing the transformers on existing concrete foundation pad (21′ by 11′) without any modifications required, testing of said autotransformers as herein specified, and providing one lot of spare parts as herein specified.

B. This section outlines equipment standards, and requirements for the transformer tank, weatherproofing and painting, oil preservation equipment, insulating oil, progress photographs, submittal requirements, and shipping, delivery, installation, and field testing.

1.02 REFERENCES

The transformers, accessories and equipment shall be of a design accepted as standard except as otherwise specifically stated herein. The work shall, as a minimum, conform to applicable provisions of the latest edition or revision of the following standards, except as modified herein.

A. Institute of Electrical and Electronics Engineers (IEEE):

C57.12.00 General Requirements for liquid-immersed distribution, power an regulating transformers.
C57.12.10 Requirements for liquid-immersed power transformers.
C57.12.90 Test code for liquid-immersed distribution, power and regulating transformers.
C57.13 Requirements for instrument transformers.
C57.19.00 General Requirements and test procedure for outdoor power apparatus bushings.

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C57.19.01 Performance characteristics and dimensions for outdoor apparatus bushings.

C57.91 Guide for loading mineral-oil-immersed transformers and step-voltage regulators.

C57.98 Guide for transformer impulse tests.

C57.109 Guide for liquid-immersed transformer through-fault-current duration

C57.113 Recommended Practice for Partial Discharge Measurement in Liquid-Filled-Power Transformers and Shunt Reactors.

C57.131 Requirements for Tap Changers.

B. American Society for Testing and Materials (ASTM):

A 343 Test method for alternating-current magnetic properties of materials at power
frequencies using wattmeter-ammeter-voltmeter method and 25-cm Epstein Test Frame.

A 712 Test method for electrical resistivity of soft magnetic alloys.

D 88 Test method for saybolt viscosity.

D 92 Test method for flash and fire points by cleveland open cup tester.

D 97 Test methods for pour point of petroleum products.

D 664 Test method for acid number of petroleum products by potentiometric titration.

D 971 Test method for interfacial tension of oil against water by the ring method.

D 974 Test method for acid and base number by color-indicator titration.

D 1533 Test method for water in insulating liquids by coulometric karl fischer titration.

D 1816 Test method for dielectric breakdown voltage of insulating liquids using VDE electrodes.

D 1933 Nitrogen gas as an electrical insulating material.

D 2029 Test methods for water vapor content of electrical insulating gases by measurement of
dew point.

D 4059 Test method for analysis of polychlorinated biphenyls in insulating liquids by GA chromatography.

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C. National Electrical Manufacturers Association (NEMA)

TR1 Transformers, step voltage regulators and reactors

1.03 DESIGN AND PERFORMANCE REQUIREMENTS

A. The workmanship, design and materials shall be of the highest quality and be the most suitable for the application. The material shall be new, of proven manufacture, and free of defects. The design shall provide maximum mechanical and dielectric strength of the insulation, uniform flux density on distribution, minimum dielectric losses, minimum interference with oil circulation, and the elimination of potential discharge (corona) at test and operating voltages.

B. All standard fittings and accessories shall be included and located in accordance with latest ANSI Standards.

C. The transformers shall be constructed in accordance with IEEE C57.12.10 and shall include all items necessary for complete assembly. The material and workmanship shall be of high quality and the unit shall be modern in appearance and design.

D. The transformers shall be designed and constructed to be completely self-protected by its ability to withstand, without mechanical damage, the effects of external short circuits, as specified in IEEE C57.12.00, Section 7, IEEE C57.12.90, Section 12 and IEEE C57.109.

1.04 SUBMITTALS

The Equipment Contractor shall provide a complete schedule of data submittals within ten days of the receipt of Purchase Order.

A. Submit Transformer Outline Drawing (including bushing, stud size and details of terminals), Transformer Base Details, Nameplate Drawings, and Auxiliary Schematic Diagrams, Physical Drawings for remote mounted equipment and performance data for review within one-fifth (20%) of the quoted delivery time. Submittal shall include the following data:

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1. Weight of core and coils.
2. Weight of tank and fittings.
3. Weight and quantity of oil.
4. Total weight.
5. Shipping weight.
6. Height overall.
7. Height over case.
8. Floor space (footprint).
9. Center of gravity.
10. Details of bushings terminals.
11. Location and detailed list of all accessories.
12. Number, size and type of fan and/or pump motors.

B. Bushing Drawings, Lightning Arrester Drawings, Radiator Details, Wiring Diagrams, and Current Transformer Curves shall be submitted for review within one-half (50%) of the quoted delivery time.

C. Submit detailed specifications on painting and protective finishes.

D. Submit proof of short circuit design considerations by short circuit calculations. The calculations shall include electrical and mechanical forces.

1. Short circuit force values shall include, but not be limited to, short circuit amperes, repulsion force in pounds and vertical force in pounds.

2. Indicate mechanical safety factors used in design of hoop strength of the outer winding, buckling strength of the inner winding, core clamp strength, vertical bar strength, clamping ring strength and jackscrew strength.

E. Instruction Manuals shall be submitted for review four weeks before shipment. Instruction Manuals shall contain information on receiving, storing and assembly of the transformer; they shall provide complete description, including manufacturer's catalog or part numbers for all components, including, without limitation, relays, switches, bushings, arresters, gauges, LTC, radiators, valves and all other parts which might require maintenance or replacement during normal operation. Copies of final approved as built drawings shall also be included.

F. Submit proposed method of delivery for the Autotransformer. Submit impact recorder information with the shipping instructions, including manufacturer, type, quantity, and

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model number of the impact recorders to be used. The Equipment Contractor shall also state the maximum force limits the recorders can register for vertical, longitudinal and horizontal axis' before the manufacturer considers the transformers may have been damaged during shipment. The Equipment Contractor shall furnish the necessary information for releasing and returning the impact recorders at no additional cost to the Owner. The Equipment contractor shall provide copies of the impact recorder travel logs to the Owner for record purposes.

G. Factory Tests: Certified test reports for tests performed by the manufacturer shall be submitted for review prior to shipment. Factory tests will be performed in a facility within the United States and witnessed by Ocala Electric Utility personnel.

H. Installation Tests
   1. A complete outline of the transformer installation testing procedures to be conducted by the Equipment Contractor shall be submitted to the Owner for review, and comments shall be incorporated before installation testing commences at the site.
   2. Submit final field test results, including the technician's field copied test sheets, before the equipment is delivered as ready to be put into service.

I. Final record drawings shall be furnished via email in a format compatible with Autodesk AutoCAD Release 2018 (two copies). Drawings to be emailed to Lisa Crouthamel (lcrouthamel@ocalafl.org), Matthew O'Cull (mocull@ocalafl.org), Chris Coffee (ccoffee@ocalafl.org) and Robert Whitehead (rwhitehead@ocalafl.org)

1.05 PHOTOGRAPHS

A. The Equipment Contractor shall furnish photographs of the core and coil assembly of the transformer. The photographs shall be taken just prior to placing the completed core and coil assembly into the tank.

B. The photographs are to be emailed to Lisa Crouthamel, Matthew O'Cull, Chris Coffee, and Robert Whitehead. A total of five different views are required as follows (Segments as defined in IEEE C57.12.10):

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1. Top view.
2. Front view.
3. Left side view, Segment 2.
4. Rear view, Segment 3.
5. Right side view, Segment 4.

1.06 DELIVERY, STORAGE AND HANDLING

Deliver the transformer with all manufacturers' tags and labels intact. Deliver packaged material and equipment in manufacturer's original unopened containers bearing manufacturer's name. Handle and store the transformer and packaged materials in such a manner so as to avoid damage to the units.

1.07 WARRANTY

A. The transformer manufacturer's warranty period shall extend five (5) years from date of on-site acceptance tests and incorporation of any comments made during the review of the test and include coverage of the transportation in and out charges for the duration of the warranty.

B. The transformer manufacturer's extended warranty shall include all parts of the transformer regardless of manufacturer.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

A. All material and equipment shall be new, approved and labeled, where required, by UL. Only products by manufacturers regularly engaged in production of specified units will be acceptable.

B. Where two or more units of the same class of equipment or materials are required, provide all units from a single manufacturer.

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C. Provide materials and equipment of suitable material to perform satisfactorily when exposed to conditions of project site.

1. Provide breather and drain fittings in all raceways and enclosures where necessary to prevent condensation or trapping of moisture.
2. Provide humidistat-controlled heaters in all control panels to prevent condensation.

2.02 TANK AND BASE

A. The transformer tank shall be rectangular or equivalent oval and shall be of welded steel plate construction. Welding shall comply with applicable requirements of the latest codes of the American Welding Society. All tanks shall be suitable for vacuum filling in the field. Tanks, covers and appurtenances (i.e., valves, etc.) shall be designed to withstand full vacuum with 800 pounds on the cover, and shall include the required number of manholes in the cover necessary for inspection and installation (two minimum) with handholes as necessary. Minimum inside diameter of manholes shall be 20 inches.

B. The tank cover shall be provided with lifting eyes for lifting cover or hood assembly only. The main tank shall be provided with lugs for lifting the entire unit with oil. Two copper-faced ground pads shall be welded at diagonal corners of the bottom of the main tank for grounding purposes. Ground pads shall be drilled and tapped on 1.75-inch centers for 0.5-13 bolts. A stainless-steel name and diagram plate describing the unit, its taps, and ratings, with schematic diagrams, shall be furnished and attached to the tank at not more than five feet above top of concrete pad. Screws, if used to attach name and diagram plate, shall be stainless steel.

C. The base shall be furnished with pulling eyes and skid noses suitable for skidding on rails on rollers in directions parallel and perpendicular to a line through the high voltage bushings. Provision for jacking shall be furnished per ANSI Standards. The transformer shall be provided with channel base rather than flat base, (the channel base shall not have a continuous plate on the bottom side) and shall allow free circulation of air to bottom of tank. The base shall be designed for direct placement on the Owners foundation without the use of additional rails or supports.

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D. The tank shall be furnished with a combination oil drain, sampling, and lower filter press valve and upper filter press valve. A vacuum filling connection shall be furnished on the cover. Gas purging connections shall be furnished on the side wall to allow purging from ground level.

E. The transformer shall be furnished with two 1-inch valves located approximately 6 inches down from the cover. One valve is to be located at the end away from the vacuum connection on the low voltage side and one valve is to be located above the main drain valve. Three horizontal +++ marks shall be stamped on the tank directly above the main drain valve at the oil level required to cover the core, coils, and all critical high voltage insulation.

F. The transformer shall be furnished with detachable radiators with provisions to drain each individual radiator unit and with shut-off valves located between each radiator and main tank or header at both top and bottom connections. Valves shall be repairable without requiring a person to enter the transformer tank. Radiator flanges shall be supplied and arranged such that radiators may be mounted or removed for repair with 3500-pound handling facilities.

G. All valves shall be designed and manufactured to operate at full vacuum.

H. Hinged doors shall be provided in all outer tank walls for easy access to, and exposing, complete load tap changer compartment, inspection doors, drain and shut off valves, filling and vacuum plugs, vent and exhaust devices. Any hinged door exceeding 5 feet in height shall be split into two doors of equal vertical height.

I. The transformer shall be equipped with one automatic reset pressure relief device per each 10,000 gallons of oil or fraction thereof in the main transformer tank. The device(s) shall be located on the tank cover, complete with visual indicator and alarm contacts, shall be of self-resealing type and shall minimize discharge of oil and exclude the weather after operation. The device shall be located as close to the HV and LV bushings as practical for maximum protection of tank in the event of bushing failure.

J. Tank footprint will not exceed 21′x11′

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K. The transformer shall be equipped with 8510816 DBI Sala Advanced Portable Fall Arrest Post bases for attaching our fall arrest device when performing maintenance.

2.03 PAINT AND WEATHERPROOFING

A. Exterior of transformer tank and base (and the outside shell of a double wall where required to maintain low noise level) shall be given two primer coats of one mil each and three finish coats of one mil each to a minimum thickness of 3 mils.

B. The interior surfaces of the transformer tank, control compartment and tap changer compartment shall be primed and painted.

C. Paint shall be the manufacturer's best quality specifically selected for the application and shall not be affected by insulating oil. Exterior finish shall be ANSI 70 Gray. Interior finish shall be white.

D. Prior to painting, all surfaces shall be properly cleaned by sand blasting, shot blasting or be solvent-, steam-, or pressure-washed to remove all dirt, grease, rust or mill scale. After cleaning, all surfaces shall be degreased using an appropriate commercially available degreasing solution and rinsed with clean water, dried, primed and painted as outlined above. All galvanized surfaces shall be properly primed before painting.

E. The transformer will be installed outdoors in a locality subject to high ambient temperatures, tropical hurricane winds and torrential rains. The Equipment Contractor shall be responsible for adequate weatherproof design to protect against these conditions.

F. External Fasteners (bolts, nuts, washers, lock washers, machine screws) for bolt thread diameters less than 1/2 inch shall be stainless steel or bronze. External fasteners for bolt thread diameters 1/2 inch or larger shall be hot dipped galvanized, stainless steel, or bronze.

G. The transformer tank base and internal surfaces "boxed-in" by the support channels shall be undercoated with bitumastic at the factory.

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2.04 OIL PRESERVATION EQUIPMENT

The transformer shall be provided with a type of automatic positive pressure nitrogen blanket gas seal system to protect the insulating oil against oxidization. The equipment provided shall be a complete unit with compressed gas cylinder, pressure regulator, necessary gauges, alarm contacts, valves, and piping; all contained in a weatherproof cabinet on the side of the transformer tank. All gasket joints shall be located below the minimum oil level so transformer leaks will be detected.

2.05 INSULATING OIL

A. Insulating oil shall be new fractionally distilled pure oxidation-inhibited mineral oil especially refined for transformers, free from moisture, acid, alkali, and injurious Sulphur compounds and shall not form a deposit under maximum anticipated operating temperatures.

C. Physical properties of insulating oil shall be as follows:

1. Dielectric Breakdown Voltage - 35,000 volts min. (curved electrodes), ASTM D 1816.
2. Viscosity - Not over 62 Saybolt at 37.8°C, ASTM D 88.
3. Pour Point - Not higher than minimum -40°C, ASTM D97.
4. Flash Point - Not under 146°C, ASTM D92.
5. Fire Point - Not Under 160°C, ASTM D 92.
6. Neutralization Number - 0.03 maximum, ASTM D 664 and D 974.
7. Interfacial Tension - 40 dynes per square centimeter minimum, ASTM D 971.
8. Water Content at 25°C -25 ppm maximum, ASTM D 1533 (Karl Fisher Method).
9. Corrosive Sulphur - None.
10. Inorganic Chlorides and Sulphates - None.

PART 3 EXECUTION

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3.01 SHIPMENT

A. Assembly: The transformer core and coil shall be shipped completely assembled in the tank, in oil, or in a dry inert gas atmosphere having a maximum dew point of -50°F. The dew point of the gas in the tank shall be determined just prior to shipment. If shipped in dry inert gas atmosphere, the assembly shall be pressurized to 5 psig sufficiently in advance of shipment to permit verification that a seal is obtained. The transformer shall be shipped upright and as complete as possible consistent with shipment limitations and protection of the equipment. At the option of the Equipment Contractor, the oil, bushings, frames, minor accessories, and radiators may be shipped separately.

B. Packing: The method of packing shall be such as to adequately protect the case, radiators, core and coils, bushings and all other auxiliary devices or accessories against corrosion, dampness, breakage or vibration injury that might reasonably be encountered in transportation and handling. Packing crate shall be such that prolonged outdoor storage will not result in deterioration of crates or damage to contents. A complete set of spare gaskets shall be shipped with the transformer.

C. Weatherproof: All auxiliary equipment shall be shipped in weatherproof packages. Packing material shall be such that it will provide weatherproof protection for a period of one year in outdoor storage areas. Accessories shall not be shipped separately without the prior knowledge and consent of the Owner.

D. Moisture Control: All conduits and auxiliary equipment mounting positions shall be sealed and/or covered to prevent water damage during storage.

E. Positive Pressure: All valves, shipping covers, etc. shall be sealed and effectively crated to prevent tampering or removal while in transit, and a means shall be provided for allowing gas pressure to be measured without requiring release of the gas.

F. Recorder Installation: The Equipment Contractor shall furnish a minimum of two, three-way (horizontal, longitudinal, and vertical) measurement impact recorders for the transformer shipped. Recorders shall be attached to the transformer and to the carrier on which the transformer is shipped. At least one recorder must operate satisfactorily throughout the time the transformer is in transit.

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G. Complete Shipment: Shipment of the transformer shall be made so that the transformer, complete with all accessories, can be made to an individual destination simultaneously. Fans shall be packed so they can be removed readily from the transporting unit for storage.

H. FOB Site: Shipment shall be made FOB Foundation Pad at site. Freight and handling shall be prepaid for delivery to designated site.

3.02 INSPECTION

A. The transformer shall be inspected upon receipt. In the event residual pressure (allowing for differences in temperature) is not sufficient to ensure that positive pressure was maintained throughout the temperatures encountered during shipment, the transformer shall be considered as possibly contaminated by moisture, and special precautions acceptable to the Owner shall be taken by the Equipment Contractor prior to placing the transformer in service.

B. Upon arrival and before unloading the transformer, the impact recorder tape will be removed and inspected by the Owner, the Equipment Contractor and the Carrier's Agent. It shall be the Equipment Contractor's responsibility to see that the transformer is supplied with a recorder that is still operating when the transformer is received. If in the opinion of the Owner, the Equipment Contractor or the Carrier's Agent the impact recorder tape or other considerations indicates rough handling during shipment, the Equipment Contractor shall take immediate action to determine if any damage has occurred and shall report in writing to the Owner defining the conditions that exist and recommending corrective action. It will be the Owners discretion of whether to proceed with repairs or reject unit based on the severity of damage. The recorder tape will be retained by the Owner for study and will be returned to the Equipment Contractor when studies are completed

3.03 DELIVERY AND INSTALLATION

The transformer furnished hereunder shall be delivered to the Owner complete and ready to be placed in service, including satisfactorily completing all required field acceptance

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tests. The Equipment Contractor shall make all necessary provisions required for the transportation, receipt, handling and unloading of the transformer and provide delivery and placement as described herein. This shall include but not be limited to: loading and unloading, rigging, transporting, handling, placing, assembling, filling with insulating oil, testing, checking of current transformers, relays and other accessories and/or auxiliaries and satisfactorily placing the transformer in service as work of this Contract. All work involved in assembling and testing the transformer shall be performed under the supervision of a fully qualified factory trained service engineer and the Equipment Contractor shall provide all necessary supervision, labor, equipment, materials, tools, and devices necessary for complete and satisfactory assembly and testing. The foundation will be provided by others. Connections to the high voltage, low voltage, neutral, and ground terminals, and connections of low voltage power, CT, and control circuits to incoming terminals will also be provided by others. The Equipment Contractor shall advise the Owner not less than ten days in advance of the date of arrival of the transformer.

3.04 FIELD INSTALLATION TESTS

All tests recommended, or required by the transformer manufacturer, shall be conducted; and, in addition thereto, a nitrogen dew point test, an oil analysis, Power Factor Tests, TTR tests, Insulation Resistance tests, current transformer tests, Winding Resistance test, Leakage Reactance and an operational test of the sudden pressure relay. The hot oil and hot spot dial indicators shall be calibrated with the thermocouple in hot oil and a current input, where applicable. The transformer shall soak for minimum of 48 hours to allow transformer temperature to equalize before field test can be performed.

A. Insulating oil for the transformer shall be treated, heated, filtered, and processed, with a vacuum in the tank, in strict accordance with the requirements of these specifications or in strict accordance with the published recommendations of the equipment manufacturer, whichever shall require the most complete treatment or processing**. See Exhibit A –General Requirements,** ***Appendix 1***. An oil analysis shall mean, as a minimum, the following tests: Dielectric test, acidity test, color test, power factor test and interfacial tension test. Where acidity, interfacial tension or other tests indicate the presence of acidic, colloidal, or other contaminants, a re-

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refining process, the Fuller's Earth pressure percolation method, shall be used to remove these contaminants.

1. The delivered transformer oil and oil used at the factory shall be non-PCB oil. The Manufacturer shall certify, by statement on the transformer test report, that all oil used in processing and testing the transformer contained less than 2 PPM polychlorinated biphenyls as determined by test method ASTM D4059 or equivalent.

2. Failure of any of the above tests shall be grounds for refusal of the oil shipment, and a new shipment required immediately.

B. A complete Doble or Biddle power factor test shall be performed on the transformer. Power factor tests shall be performed in accordance with the standards and procedures established by the test equipment manufacturer for the type of equipment and voltage class applicable and shall include windings, bushing tests and surge arresters. Three copies of a complete written report shall be submitted to the Owner for each piece of equipment, identifying test equipment, the test procedures followed, and the "as-found" and "as left" condition of equipment tested.

C. Ratio Tests shall be made (1) at all tap positions of the manual tap changer for de-energized operation with the automatic load-tap-changer on the rated voltage (Neutral Tap) position, and (2) at all automatic load-tap-changer positions with the manual tap changer for de-energized operation on the rated voltage (Neutral Tap) position.

D. The insulation resistance test, , shall be performed so as to produce results that can be directly compared to the technique used and the results obtained by the original equipment manufacturer for establishing the base resistance values. Resistance readings shall be recorded for all windings on the full winding tap position.

E. All current transformers shall be checked for ratio, saturation excitation, burden, and polarization. The correct location and polarity as per identification marking shall be verified.

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F. A Sweep Frequency Response Analysis (SFRA) test shall be performed on the transformer at the site, after it has been installed on the foundation. The SFRA test equipment used, and test procedures used for the field tests, shall be those recommended by Doble Engineering. Results of the SFRA field tests shall be compared with the Certified Factory tests made prior to shipping, to determine that no shipping damage was sustained and that the unit is ready for service. A composite test report, approved by the Manufacturer and reviewed by the Owner, shall be provided to the Owner for future reference.

3.05 FACTORY SERVICE ENGINEER

The services of a fully qualified factory trained service engineer shall be made available during assembly, filling with oil, and testing after assembly. The service engineer shall be made available for one eight-hour day to instruct Owner's personnel in the proper operation, adjustment, test, and maintenance of the transformer. Such instructions shall be in addition to work specified above.

A. The work of the service engineer to be performed under the scope of this contract shall be coordinate with the work to be performed by the Owner.

B. When the presence of a service engineer is required at the time equipment is placed in service, the service engineer shall perform all operations required to establish that the unit is ready to be placed in service, to advise the Owner when the unit is ready to be energized and upon approval by the Owner, to place the unit in service. As part of this operation, the service engineer shall afford opportunity to Owner's personnel to observe and learn the correct practices to be followed prior to energizing equipment.

C. A fully qualified service engineer must be available upon 24 hours' notice, and qualified shop facilities must be available within a radius of 400 miles of the Owner.

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APPENDIX 1 - OIL TREATMENT

A. GENERAL:

1. The purpose of this appendix is to set certain minimums for oil filling, which may be superseded by more stringent requirements of a particular equipment manufacturer. This appendix shall not be construed as establishing the details as to how the equipment is to be received, tested, erected, and made ready for installation and connection to the energized circuit; nor is it to establish the details as to how the oil that will be used in such equipment is to be received, treated, and placed in such equipment. The details are to be established by the recommendations of the manufacturer of the equipment to be installed or by a good standard practice. Acceptable procedures, depending upon which establishes the most stringent requirements for the procedures required to erect or install the equipment or to process and treat the oil to be placed therein, are as follows:

    a. Those set forth in this appendix.

    b. The published recommendations or requirements for procedures prepared by the equipment manufacturer.

    c. Special recommendations or requirements issued by the equipment manufacturer for this application.

2. All appropriate receiving inspections and tests shall be made of and on the equipment to be installed. All operations required for the proper erection and installation of such equipment, including necessary detailed testing, shall be scheduled as shall the operations that are inherent in the testing and placement of oil. All necessary grounds shall be positively established including, without limitation, those grounds required to control the development of static electricity and to disperse and eliminate any static electricity that develops.

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3. All appropriate receiving tests shall be performed on the insulating oil. Tests shall be individually made and shall be complete for each compartment of each carrier. Certified copies of tests made at the depot where oil is placed in transport shall be compared with requirements of equipment manufacturer. Shipping and receiving tests shall demonstrate that the oil proposed for delivery meets the equipment manufacturer's requirements. Necessary arrangements shall be made for the delivery, placement and setup of oil processing equipment, necessary safety precautions shall be taken and provisions for required testing shall be satisfactorily completed.

4. Oil-processing equipment shall be of adequate capacity for the size of equipment to be installed and for the services required. Adequate vacuum levels must be maintained. The necessary corrective action shall be taken to eliminate leaks which would be a contributing factor to the inability to maintain and hold vacuum.

5. Important considerations are the elimination of moisture and oxygen, both in free air space or entrapped or entrained in windings or oil. Acceptable level of oxygen is 0%. Acceptable levels of moisture shall be stated in the published recommendation of the equipment manufacturer and shall be established by proper dew point tests.

6. Vacuum levels and periods of time for holding such levels shall be not less than those stated herein and shall be increased as necessary to maintain the levels recommended by standard test procedures or the specific recommendations of the equipment manufacturer.

7. All vacuum gauges shall be properly operable and shall have current calibrations.

8. Check rotation of pump and motor to confirm that the wheel of the pump is turning in the direction established by markings on the housing.

9. Establish with certainty that the valves to radiators, coolers, or other compartments (except conservator tank) connected to the main tank are open before drawing a vacuum on the equipment tank. Further attention shall be

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given to ensure that all interconnecting valves are operable and are in the proper position as are any connections or openings between the bushings, structural chambers, the bushing mounting and the main equipment tank and to ensure that the connections and valves to the conservator tank are in the proper position.

10. Disable the transformer load tap changer to ensure that the equipment cannot be operated while the main tank is under a vacuum.

11. Take the necessary steps, including but not limited to, grounding of terminals to ensure that no voltage is applied to the equipment while under vacuum. This includes the elimination of any test or other procedure which could cause any voltage in the equipment.

12. Equipment must be under the observation and control of qualified personnel while vacuum tests are in progress. This includes the periods of waiting while the vacuum is being held for stated periods of time.

13. In the event vacuum or oil processing equipment should fail during the accomplishment of tests or processing, it shall be necessary to restart the tests or processing procedure. This requirement for restarting procedures will not be justification for extension of contract time or changes in contract price, therefore it may be appropriate to have backup equipment available.

14. All necessary installation operations that are required shall be performed in a timely manner so that once vacuum procedures are established and the equipment has been dried, the oil may be introduced with minimum requirements for opening or otherwise reducing the quality of treatment of the environment in which the insulating oil is placed or of the oil itself.

15. All necessary precautions must be taken as regards the equipment to be installed, the test equipment, the oil, the oil handling, and transfer equipment.

16. The Service Engineer, as required elsewhere in these specifications, shall be present at the time the equipment and oil are received, receiving tests are conducted and during all other procedures and tests for processing and placement of oil.

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B. VACUUM AND RELATED PROCEDURES:

1. Dew point tests (ASTM D 2029) shall be conducted as part of the receiving test. In the event these dew point tests indicate moisture content above that acceptable to the equipment manufacturer, the carrier and the equipment manufacturer shall be notified, and operations suspended until instructions (to be confirmed in writing, with copies to the Owner) are received from the equipment manufacturer.

2. A careful log shall be maintained of the time that the equipment is open. Operations shall be suspended, and equipment shall be closed if temperature, humidity, or other weather conditions are such that the operations requiring the equipment to be opened would jeopardize the condition of the equipment. The time that operations are suspended shall be counted as "open" time in determining how long equipment is to be held under a vacuum unless the equipment is sealed and secured under dry nitrogen (ASTM D 1933) at a minimum pressure of 3.0 psig.

3. If the dew point test conducted as part of the receiving test for the equipment demonstrates moisture content acceptable to the equipment manufacturer, and subject to acceptable temperature, humidity and other weather conditions, the necessary steps in the assembly and erection of the equipment shall be completed.

4. Information as to the local temperature, humidity and other weather conditions and the time required for the equipment to be opened for assembly and erection shall be coordinated with the Service Engineer. A record of such local weather conditions shall be maintained in the log.

5. The equipment to be installed shall be closed. Prior to closing, dew point tests shall be taken, following which the equipment shall be pressurized with dry nitrogen. The dew point of the dry nitrogen used to charge the equipment shall be taken and the equipment shall be allowed to sit a minimum of 24 hours, after

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which time a dew point test shall again be taken and, depending upon the moisture content evidenced by a dew point, the equipment processing shall proceed or shall be suspended, pending advice from the equipment manufacturer.

6. The degree of pressure to be applied shall be as established by the equipment manufacturer and shall be held for a period of 24 hours. Leaks, if any, shall be detected and corrected. The equipment shall be re-pressurized and held for a period of 24 hours and the process repeated until such time as satisfactory conditions are established. If satisfactory moisture conditions cannot be established after two pressure/vacuum/pressure cycles are completed, a complete dry-out procedure recommended by the manufacturer and approved by the Owner shall be satisfactorily accomplished.

7. The oil processing equipment shall be assembled. At an appropriate time, the vacuum equipment shall be connected from the vacuum pump to the equipment to be installed, making the connection at the approved vacuum connector location. Any vacuum/pressure detection or relief devices shall be left in an operating condition. Connection shall be made with a pipe of adequate size, but not less than 2-1/2 inches I.D. This pipe shall be used to connect the vacuum hose with the cutoff valve and a vacuum gauge. The vacuum millimeter sending unit shall be placed on the equipment to be installed in the most logical location.

8. Proper connection and testing of pumps shall be accomplished. The vacuum pump shall be run with the vacuum booster cut off at a 30-inch vacuum to establish that the pump is operating satisfactorily. The vacuum booster valve shall be open to dry the vacuum hose (by establishing a minimum reading of 0.2 millimeters under blanked-off conditions measured on the vacuum gauge connected to the vacuum pump).

9. Before opening the valve to extend the vacuum to the equipment to be installed, the initial moisture level shall be established by the dew point test.

10. After the dew point reading of the equipment to be installed is established, the valve at the top of the equipment shall be opened to extend the vacuum into

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the equipment and the exact time for opening the valve and initiating the vacuum shall be noted and recorded.

11. The vacuum shall be pulled to a level of 1.0 millimeter, or less.

12. The specified vacuum shall be maintained for a minimum of 24 hours, or 12 hours plus 2 hours for each hour that the equipment has been "open" or exposed to the atmosphere during installation and erection, whichever time shall be greater. If satisfactory moisture levels have been established prior to pulling down the vacuum test, proceed to Paragraph 21. If satisfactory moisture conditions have not been established by dew point tests, proceed as described in the following paragraphs.

13. Break the vacuum with extra-dry nitrogen. The condition of nitrogen used for this purpose shall be verified by a dew point test at the site.

14. Re-pressurize the equipment with extra-dry nitrogen in accordance with the recommendation of the equipment manufacturer.

15. Equipment shall be left under pressure for a minimum of 24 hours.

16. Conduct all required dew point tests of the equipment and verify that readings satisfy the requirements or recommendations of the equipment manufacturer.

17. If the dew point tests do not produce satisfactory results, the pressure/vacuum/pressure cycle shall be repeated. See Paragraph 6. If satisfactory results are obtained proceed as described in the following paragraphs.

18. Restart the vacuum pump in preparation of drawing the vacuum for oil filling. Start the pump, with the main valve on the equipment being installed closed, to pull pump and hose down to 0.2 millimeters under blanked-off conditions to ensure that pump and hose are working properly. Maintain vacuum for a minimum of one hour; leave the booster in manual mode, with booster valve closed, if booster is in service.

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19. Open the main vacuum valve at the top of the equipment to be installed. Put the booster in the automatic mode and open the booster valve.

20. Pull the vacuum down to 1.0 millimeter or less (not more than 1.0 millimeter) and hold for a minimum of 12 hours, or time recommended by factory whichever is longer.

21. Conduct necessary receiving tests on oil after vacuum conditions have been satisfied and oil satisfies the test requirements as specified by the equipment manufacturer. Start oil flow into the main tank.

22. Maintain a vacuum of not more than 3 millimeters while oil is filling.

23. Adjust flow rate of oil so that specified vacuum is maintained.

24. Bring the oil to the level stated by the manufacturer above core and coils. Once the oil has reached the established level, shut down the oil flow, maintain the vacuum pump in operation at not more than 1 millimeter of vacuum, for a minimum of four hours.

25. Break the vacuum with extra-dry nitrogen, with the condition of the nitrogen verified by on-site dew point test.

26. Pressurize the tank to the level specified by the equipment manufacturer. Following the recommended procedure stated by the equipment manufacturer, and fill other compartments as required.

27. Ensure that oil is filled to the level specified by the equipment manufacturer.

28. Be sure that all oil valves are left in proper position. Record all readings, have readings verified by the Service Engineer and deliver the original to the Owner's representative. Follow all necessary safety procedures. The responsibility for the equipment to be installed shall remain with the equipment manufacturer until

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the Service Engineer certified the equipment as ready to be energized and the equipment is accepted as being in this condition by the Owner's representative.

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TECHNICAL SPECIFICATIONS
AUTOTRANSFORMERS 105/140/175 MVA
DEARMIN SUBSTATION

PART 1 - GENERAL

1.01 WORK INCLUDED

This section supplements Exhibit B – General Requirements and provides technical design information for the manufacture, assembly, accessories, factory test requirements and operating requirements for high-voltage type outdoor oil-immersed autotransformer.

1.02 RELATED SECTIONS.

Related sections are Exhibit B – General Requirements.

1.03 TRANSFORMER CAPABILITY

A. The transformer unit shall be capable of transforming its self-cooled rating continuously, oil to air, at rated voltage and frequency without exceeding a temperature rise of 55ºC. The transformer shall be equipped with two stages of automatic, forced air auxiliary cooling equipment which shall increase its self-cooled rating to the levels stated with the auxiliary cooling equipment in service and without exceeding a temperature rise of 55ºC. The transformer shall be insulated to permit safe operation at not less than 65ºC with increased thermal operating capacity of not less than 12%.

B. The impedance of the transformers shall be based on the self-cooled rating (55ºC).

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1.04 TRANSFORMER RATING

A.	Number of Phases	Three
B.	Coolant	Insulating Oil
C.	Type	ONAN/ONAF/ONAF (See item 1.04)
D.	Frequency	60 Hz.
E.	Winding Impedances	7.5% @ 105 MVA with ± 3%
F.	Capacity MVA	105/140/175 MVA (Main Windings) (Tertiary Winding: 35% of largest or common winding).
G.	High Voltage Winding Rated Voltage	230 kV Grd. Wye.
H.	Low Voltage Winding Rated Voltage	67 kV Grd. Wye.
I.	Tertiary Winding Rated Voltage	13.2 KV (Delta)
J.	Full Rated Taps	As specified hereafter above and below rated voltage, manual for de-energized operation; and automatic for load tap change operation.
K.	Basic Insulation Level (BIL)	High Voltage – 750 KV

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		Low Voltage – 350 KV Tertiary Voltage - 110 KV HOXO Neutral Voltage – 110 KV
L.	Avg. Temperature Rise	105/140/175 MVA at 55°C, l additional 12% capacity (117/157/196 MVA) at 65°C.
	1. Hot Spot	55°C Rating - 65°C
	2. Hottest Spot Temperature	65°C Rating - 80°C
M.	Duty	Continuous
N.	Phase Displacement	IEEE Standard C57.12.00 (Typical)
O.	Sound Level	Shall not exceed: 77 db @ 105 MVA 79 db @ 140 MVA 80 db @ 175 MVA (5 db below NEMA TRI-1974)

As a preference, Ocala Electric Utility prefers ONAN/ONAF/ONAF. It is recommended that the base bid incorporate a transformer of this type. However, if the bidder believes a different design would be to the mutual interest of the Bidder and the Utility, it is recommended that you bid an alternate, incorporating the alternate method of cooling you prefer.

1.05 TYPE AND SERVICE

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A. The Autotransformer will be used as a connection point from a 230 KV transmission line to supply bus for a looped transmission system at 69 KV. The neutral of the transformer will be solidly grounded.

B. Available control power from the existing battery bank is 130 VDC.

1.06 SHORT CIRCUIT REQUIREMENTS

A. The transformer shall be designed and constructed to be completely self-protected by its ability to withstand, without mechanical damage, the effects of external short circuits, as specified in IEEE C57.12.00, Section 7, IEEE C57.12.90, Section 12 and IEEE C57.109. The leakage impedance measured after the test series shall not differ from that measured before the Test series by more than two percent of its former value.

B. The transformer test data shall include proof of circuit design considerations by short circuit calculations. The calculations shall include electrical and mechanical forces.

C. Short circuit force values shall include, but not be limited to, short circuit amperes, repulsion force in pounds and vertical force in pounds.

D. Mechanical safety factors used in design of hoop strength of the outer winding, buckling strength of the inner winding, core clamp strength, vertical bar strength, clamping ring strength and jackscrew strength.

PART 2 PRODUCTS

2.01 MATERIALS AND EQUIPMENT

Materials and equipment shall comply with the requirements of Exhibit B – General Requirements.

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2.02 TANK

The transformer tank and base are specified in Exhibit B – General Requirements.

2.03 CORES

A. Cores shall be assembled and tested to conform to the requirements of ASTM 712, with core losses limited per ASTM A 343.

B. The transformer shall be free from unusual or harmful vibration. Lifting eyes or lugs shall be provided for handling the core assemblies when un-tanked.

C. The core laminations shall be free of burrs and shall be stacked using modern joint design to provide uniform flux density and magnetic reluctance over the joint region. The lamination insulation coating shall be impervious to hot insulating transformer oil.

D. The core shall be rigidly clamped with the electrical centers of all coils in line to prevent deteriorating vibrations, interference with oil circulation, objectionable noise conditions, and short circuit and shipment distortions. The core shall be securely grounded externally on the tank. The core ground lead shall be brought out through the tank cover, or through the side of the tank close to the cover, with a 5 KV insulated bushing.

2.04 WINDINGS

A. The transformer windings insulation level shall conform to the latest requirements of IEEE C57.12.00 Table 5, as follows:

1. *High Voltage Requirement*

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a.	Voltage Class	230 KV
b.	Low Frequency Test	325 KV
c.	BIL	750 KV
d.	Chopped Wave Impulse Test	825 KV

2. *Low Voltage Requirement*

a.	Voltage Class	69 KV
b.	Low Frequency Test	140 KV
c.	BIL	350 KV
d.	Chopped Wave Impulse Test	385 KV

3. *Delta Tertiary Voltage Design*

a.	Voltage Class	15 KV
b.	BIL	110 KV

4. *HOXO Neutral Voltage Design*

a.	BIL	110 KV.

B. The transformer windings shall be designed and tested to withstand impulse test voltages in accordance with IEEE Standard C57.12.00. The windings shall be made of copper and assembled in a manner as best suited for the application. Proper consideration shall be given to all factors of service such as high dielectric and mechanical strength of insulation, coil characteristics, and minimum restrictions to free circulation of oil. Coils shall be made up, shaped, and braced to provide for expansion and contraction due to temperature changes in order to avoid abrasion of insulation and to resist movement and distortion caused by abnormal operating conditions. Adequate barriers shall be provided between windings and core, and between high-voltage and low-voltage windings. End turns or section of coils shall have additional insulation protection against abnormal line disturbances. The entire design, construction, and treatment of the windings and their assembly on the core shall embody the latest improvements in the art and conform to best modern practice.

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C. An insulation system suitable for an average winding temperature rise by resistance of 65°C shall be used.

D. The autotransformer shall have the primary to secondary autotransformer winding wye connected and shall be designed for a power supply of 230,000 to 67,000 volts, nominal. Rated KVA taps shall be provided as stated in Section 1.04.

E. The tertiary winding shall be suitable for 13.2 KV operation. This delta tertiary stabilizing winding shall be connected in Delta and shall be rated to make the winding self-protecting. The stabilizing winding shall be brought out on four bushings; two of these bushings shall be used for external closing of the Delta and shall be suitable for operating with this corner of the Delta grounded. Deviation from this requirement shall be so stated in the proposal.

F. The phase-to-neutral voltage of the high voltage winding shall lead by 30° phase-to-neutral voltage of the tertiary winding.

G. The components of the transformer shall take into account the increased capacity allowed by the 65° insulating system and the ability of the transformer to operate at the higher temperature shall not be limited by any ampacity or other limitations.

2.05 INSULATING OIL

Insulating oil and oil preservation equipment are specified in Exhibit B, Appendix 1.

2.06 TAP CHANGER REQUIREMENTS

A. Manual Tap Changer:

1. A manual tap changer shall provide for full capacity range of plus 5% and minus

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5% in two steps of 2 ½ % above and below the middle tap position for the particular voltage rating at taps of 241,500; 235,750; 230,000; 224,250 and 218,500 volts.

2. The high voltage windings shall be nominally rated for 230 KV. The low voltage windings shall be capable of delivering 67 KV Wye with grounded neutral.

3. The handle for manual operation of the tap changer for De-energized operation shall be brought out through the tank wall and must provide adequate clearance from any energized part. Preferably the handle shall be located at not more than five (5) feet above top of concrete pad, but may be located at greater height above top of concrete pad if in accordance with manufacturer's standard design. Provisions shall be made for padlocking the handle in the chosen position and for positive visual tap position indication without unlocking. A stainless steel nameplate, which states **"WARNING - Do Not Operate This Tap Changer When Transformer is Energized**", shall be permanently attached to the tank located next to the operating handle. Screws, if used to attach nameplate, shall be stainless steel. This nameplate shall be shown on the outline drawing. This tap changer shall be referred to on the nameplate and at the tap changer handle as "DEENERGIZED TAP CHANGER".

B. Automatic Load Tap Changer (LTC) and Controls:

1. LTC shall be as manufactured by Reinhausen - type RMV-II. (No substitutions).

2. Automatic LTC equipment shall be provided for automatic operation of the low voltage taps and shall provide approximately 10 percent plus and 10 percent minus adjustment of the voltage rating of the low voltage windings. The voltage change shall be in approximately 5/8 percent steps with 16 steps above and 16 steps below rated low voltage.

3. The LTC equipment shall be designed to provide regulation of the low voltage winding, maintaining full capacity KVA at all tap positions above rated voltage and not less than rated current at all tap positions below rated voltage.

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4. LTC Windings

    a. The regulating winding shall be electrically independent or placed on a separate winding tube from the high and low voltage windings and shall be fully distributed.

    b. Preventive auto and series transformers, if required, shall be constructed to Class 2 autotransformer standards including circular core and coil design and disc or helical type winding construction, using all copper conductors.

5. The LTC equipment shall consist of a tap selector with vacuum interrupting switch, a motor-driven mechanism, and automatic and manual control devices. The LTC equipment shall be capable of a minimum of 500,000 operations before contact replacement is required. A dead-front operating panel shall be provided whereby the gears and mechanism are covered. Only Beckwith #M2001C solid state control with all associated paralleling equipment is acceptable unless specifically identified as an exception and approved in writing. If fuses are used in the control circuits, two sets of spare fuses for each transformer shall be provided by the Contractor and one set shall be stored in a suitable clip next to the control panel.

    a. The LTC mechanism drive motor shall be located at operator height, if possible, for ease of maintenance and replacement. Draining of the LTC compartment shall not be required for access to the drive motor.

6. LTC operating unit will be reactance vacuum type.

7. Local position indicator shall be calibrated L (lower) - N - R (Raise) from the left end to the right end of the scale. Position indicator shall be located so that it will be visible to an operator at the control switch for the drive motor.

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Indicator shall be mechanically driven directly from the drive mechanism without auxiliary devices. Drag hand shall be reset electrically by pushbutton located in the Transformer Control Cabinet.

a. A stainless-steel nameplate shall be permanently mounted on the outside of the control cabinet housing the manual raise and lower controls so an operator can identify the LTC control housing. A duplicate nameplate shall be mounted inside the cabinet next to the raise and lower controls. The nameplates shall state: "LOAD TAP CHANGER –for Operation with Transformer Energized and Carrying Load". Screws, if used to attach nameplates, shall be stainless steel. The nameplate shall be shown on the outline drawing. The nameplates shall include the following information:

1. Manufacturer of the mechanism.
2. Model number of the mechanism.
3. Year of manufacture.
4. Maximum rated through current of the mechanism.
5. Type of transition impedance.
6. Method of arc interruption (type of mechanism).
7. Type of drive mechanism, direct or energy spring.
8. Amount of oil in the mechanism compartment.

8. The LTC equipment shall be suitable for, completely equipped and wired for continuous parallel operation with similar transformers. The Contractor's drawings shall provide complete wiring & schematic diagrams for parallel operation.

9. The automatic LTC equipment shall include:

a. A voltage regulating relay and line drop compensator.

b. The load tap changer shall be provided with a 17-position switch with 16–80-ohm resistors or with a 33-position switch with 32–40-

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ohm resistors for tele-metering of tap position. The switch shall be mechanically connected to the tap changing mechanism and is to switch the taps of the resistor and the moving contacts of the switch are to be wired to terminal blocks for the Owner's remote connections. The circuit is to be insulated for 125 VDC operation. Limit switch and stops to prevent travel beyond extreme tap positions shall be provided.

c. Auxiliary control.

d. Current transformer for the line-drop compensator with a 0.2 ampere or other suitably rated secondary.

e. Reversing switch for reactance portion of the line-drop compensator.

f. Auxiliary current transformers to permit parallel operation by the circulating current method with other units in the same substation.

g. Provisions for Owner's wiring for supervisory control of the LTC equipment.

h. All other features standard on manufacturer's LTC equipment.

i. Note: It shall be possible for others to install complete supervisory control and indication. All necessary terminals, etc., shall be provided at this time. Drawings indicating modifications required and facilities provided as part of original manufacture shall be provided.

10. Control equipment shall be mounted in a NEMA 4X (304 stainless steel) suitable outdoor weatherproof compartment on the transformer, designed to provide protection against windblown dust and rain. The control equipment shall be accessible by an operator at ground level and shall be a maximum of 5 feet above top of concrete pad. The control equipment shall include the following:

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a. Remote-Local switch for enabling remote LTC Raise-and-lower operations from control building panel.

b. Raise-and-lower switch for manual control at the transformer.

c. Selector switch for automatic or manual control of the LTC.

d. Selector switch for independent or parallel operation.

e. Position indicator with drag hands to indicate maximum tap position travel, with electrical reset in control cabinet.

f. On-position indicator.

g. Electrically actuated operation counter in cabinet.

h. Power supply switch.

i. Resistors mounted and wired to an analog transducer producing a 4-20ma output connected to an SEL-2414 for position indication. (See Paragraph 2.06.B.9.b)

j. Hand-wheel for use during maintenance, interlocked with motor control.

k. Light and G.F.C.I. convenience outlet.

l. 120 or 240 VAC space heaters and fused switch with personnel barrier.

m. Local voltmeter test connection.

11. The tap selector switch and contactor mechanisms shall be located in a compartment mounted on the transformer and filled with oil separate from the oil in the main transformer tank. This tap changer compartment shall be sealed from the main transformer tank so there can be no transfer of oil between the two and shall have the capability of being completely drained or filled, under vacuum, without dropping the oil level in the main transformer

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tank. The LTC compartment shall be capable of withstanding full vacuum in the main tank without damage to the LTC compartment or components. This compartment shall be provided with the following accessories:

a. Non-corrosive hinged doors with oil-resistant gaskets and stainless-steel hinges and hardware.

b. A combination oil drain, sampling and lower filter press valve, and an upper filter press valve.

c. An automatic reset pressure relief device shall be furnished for relief of excessive internal pressure. The design of this device shall minimize discharge of oil and exclude the weather after operation and shall be equipped with alarm contacts.

d. Weatherproof cabinet breather

e. Magnetic liquid level oil gauge with low level alarm contacts.

12. The 120 VAC reference voltage regulating relay will be obtained from an Owner-supplied voltage transformer in the substation, and the power required to drive the LTC mechanism will be obtained from the auxiliary power transformer. All internal wiring required to interface with external wiring shall be terminated on terminal blocks. Each individual function shall be supplied by a separate circuit which shall be individually protected by an approved circuit breaker device. Outline drawings shall completely indicate internal and external wiring.

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2.07 THERMAL PROTECTION

A. Cooling equipment shall be provided for the transformer and shall be fully automatic, operating in response to winding or top-level oil temperature, the means being optional with the manufacturer. Manually operable switches connected in parallel with the automatic control contacts shall be included and may be in the control compartment. Auxiliary cooling equipment shall be complete up to incoming supply terminal box. All equipment shall be coordinated for operation at single phase, 120 or 240 VAC.

B The cooling equipment shall be fabricated so that water cannot collect on the outside, oil flow will not be impeded inside, and maintenance painting will be facilitated.

C The transformer shall be provided with a sufficient number of radiators to provide adequate cooling with average ambient air temperature of 30°C, with 12 hours at 40° C, over a 24-hour period.

1. The radiator shall be attached to flanges welded into the case wall and the joints shall be made tight by means of suitable gaskets.
2. Radiator metal wall thickness shall not be less than 18 gauge.
3. Radiators or groups of radiators shall be attached to the flanges welded to the tank wall by means of approved valves, (pressure seal type butterfly or flapper valve type) which may be used to isolate or remove sections of radiators without decreasing the capacity of the transformer by more than one-sixth (1/6) at any stage of cooling.
4. Radiators shall be provided with drain plugs.
5. Radiators shall be galvanized after fabrication. Radiators shall be painted as described in Exhibit A, Article 2.03.

D. The cooling and control equipment shall be self-contained for the unit. Two Stages of auxiliary cooling shall be provided, with each of the two auxiliary stages subsequently increasing the transformer rating by a minimum of 33.33% over the

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Base rating. Control equipment for the cooling equipment shall be furnished and shall be fully automatic, in operation, with facilities provided for continuous manual run control, if desired. In the fully automatic operation mode, the control equipment shall be designed to start and stop the fans, and/or oil pumps, as the oil or transformer winding temperature requires. To equalize wear, selection of the cooling fan bank which operates on first stage shall be manually selectable by the Operator. The control equipment shall be supplied as a unit, complete with all necessary protective devices and accessories. Each fan circuit shall be individually protected. Fans supplied as cooling equipment which have blades that are riveted to their rotating base mount are not acceptable. However, cast aluminum blades are acceptable. Fan blades shall be encased in an OSHA approved safety screen. The number of fans provided in each cooling bank shall be as required to meet the required design cooling capacity for the stage, plus an additional 10% of the cooling bank's design rating.

E. An additional fan starting contact shall provide for local/remote control of air-cooling equipment.

F. A dial type "Thermal Load" indicator gauge shall be furnished and attached to the tank at eye level which will indicate the percent thermal loading of the transformer at all times. In addition, the "Thermal Load" indicator shall be equipped with a red maximum hand (re-settable locally) which will show highest condition of thermal loading which occurred since last observed and reset. Auxiliary contacts completely wired to terminal blocks shall be provided to telemeter 55℃ and 65° oil temperatures and operation of first and second stage cooling equipment.

G. The circuit from the "Thermal Load" indicator current transformer to the "Thermal Load" indicator gauge shall be brought through a test switch in the transformer control cabinet. This test switch shall be capable of shorting the "Thermal Load" indicator current transformer circuit before it terminates at the "Thermal Load" indicator gauge giving warning to short out the "Thermal Load" current transformer via the test switch before removing the cannon plug from the "Thermal Load" indicator gauge.

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H. If pumps are provided as part of the cooling system, necessary valves and fittings shall be installed to make it possible to remove a pump for service and continue to operate the transformer at a load level no less than 133% of its self-cooled rating.

2.08 TRANSFORMER PROTECTION

A. Surge Protection:

1. Three Station-Class Gray surge arresters, G.E. Co. 180 KV "Tranquell", Cat. No. 9L11XPA180, or approved equal, shall be mounted adjacent to the high voltage bushings; three Station-Class Gray G.E. Co. 60 KV surge arresters "Tranquell", Cat. No. 9L11XPA060, or approved equal, shall be mounted adjacent to the low voltage bushings. Surge arrester mounting brackets shall be an integral part of the sides of the transformer tank or the double wall enclosure. Rating of arresters shall be fully coordinated with BIL level of the transformer.

2. A ¼" x 1 ½" copper bus arrangement shall be provided as a means to ground surge arresters to ground pads at the base of the tank. One bus arrangement for each set of arresters shall be secured to tank wall or structural members with removable fasteners.

B. Winding Thermal Protection:

Thermal protection shall be provided consisting of one 3-element thermal load indicating relay calibrated to operate on duration and magnitude of the transformer winding temperature (ANSI Device 49). This relay shall be equipped with one set each of four sequence contacts set for controlling the fans as required for alarm, shall automatically operate a remote annunciator when winding temperature approaches the maximum safe operating value, and will be used to alarm annunciator and lock out the circuit breakers if this temperature is exceeded.

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An additional fan starting contact shall provide for automatic control of air-cooling equipment. The thermal load relay shall include a remote reset switch in the transformer control cabinet.

C Fault Detection:

1. The transformer shall be provided with a Qualitrol 900 or equivalent oil-operated fault pressure relay (ANSI Device 63) responsive to rate of rise of pressure. Contacts shall be rated for 125 Vdc operation and shall be suitable to operate a remote auxiliary seal-in relay.

2. The oil-operated fault pressure relay shall be furnished and properly installed in strict accordance with the manufacturer's recommendations. A suitable valve shall be supplied between the tank and the relay.

3. Provide a certified test report to demonstrate that the relay has been fully tested and is properly calibrated. A copy of the test report shall be included with the transformer test reports.

4. Pressure relief devices shall be provided for the transformer main tank and LTC compartments. Suitably sized pressure relief devices manufactured by Qualitrol shall be supplied with local operation indication and output contacts suitable for alarm of operation.

2.09 CURRENT TRANSFORMERS

A. Current transformers shall be designed for the appropriate classification accuracy rating. The basic impulse insulation level, multi-ratio current rating, secondary taps, continuous rating, and short-time current ratings shall be in accordance with IEEE C57.13.

B. Unless noted, all current transformers shall be multi-ratio, five (5) tap minimum, with industry standard tap configuration and ratios. All taps shall be brought out

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and terminated on shorting type terminal blocks located in the control compartment. ANSI classification shall be as noted.

Note: Current transformer ranges may be adjusted by Owner at or prior to the time of shop drawing review at no additional cost to the Owner.

C. C.T.'s required for autotransformer:

1. High Voltage Bushing – One per bushing (three) 1200:5 MR (C800) and one per bushing (three) 2000:5 MR (C800). (Installation Note: The 2000:5 MRCT shall be the bottom set). All current transformers shall be of Relaying Accuracy Class with a Thermal Rating Factor of 2.0.

2. Low Voltage Bushing - One per bushing (three), 1200/5 MR (C800) and two per bushing (six), 2000:5 MR (C800). (Note: The 1200:5 MRCT shall be the bottom set and shall be thermally rated for continuous 10 amperes secondary). All current transformers shall be of Relaying Accuracy Class with a Thermal Rating Factor of 2.0.

3. HOXO Neutral Bushing - One per bushing 2000:5 MR (C800). The current transformer shall be of Relaying Accuracy Class with a Thermal Rating Factor of 2.0.

4. Tertiary Winding – Two, 2000:5 MR (C800). Each current transformer shall be of Relaying Accuracy Class with a Thermal Rating Factor of 2.0.

D. Bushing C.T. information shall be shown on separate nameplate or main nameplate and shall be per IEEE C57.13, Paragraph 6.8.

E. Polarity marks on bushing CT's shall be toward external bushing terminals.

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F. The tertiary current transformers are to be located on the tertiary bushings between the Y_1 and Y_3 winding points with the polarity mark toward the Y_3 (based on tertiary winding having standard ANSI 30° lag from the high voltage winding).

2.10 BUSHINGS

A. The insulation level of line bushings shall be equal to or greater than the insulation level of the windings to which they are connected.

B. All windings leads (including the neutral) and core ground(s) shall be brought out and connected to terminal bushings. The bushings shall be designed, and terminations so made that no undue stressing of the bushings shall occur due to conductor expansion or temperature changes.

C. The bushing porcelain shall be gray glaze and manufactured by the wet process method and shall be homogenous, free from laminations, cavities or other flaws affecting its mechanical strength or dielectric qualities. The porcelain shall be well vitrified, tough, and impervious to moisture. The glazing shall be free of imperfections such as blisters or burns. High voltage bushings shall be paper-oil condenser bushings interchangeable with ANSI Standard bushings for power circuit breakers in the same voltage classes. Bushings shall be as manufactured by ABB or Lapp. (No substitutions).

D. High voltage bushings shall be located in Segment 3 and low voltage bushings shall be located in Segment 1, HOXO neutral bushing shall be located in Segment 2, per IEEE C57.12.10, Figures 7 and 8. The low voltage X2 bushing shall be on the same centerline with the high voltage H2 bushing.

E. Power factor test terminals shall be provided on all cover mounted high voltage bushings.

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F. All necessary connectors and hardware shall be furnished for connecting the core ground bushings to the transformer ground.

G. Terminal stud connectors shall be provided as follows for the bushing and surge arrester studs:

High Voltage	Lapp-Doble Test Terminals, 4 hole
Low Voltage	Lapp-Doble Test Terminals, 4 hole
Neutral (HOXO)	Spade Terminals, 4 hole
Core Ground	Spade Terminals, 2 hole
Surge Arresters	Spade Terminals, 4 hole
Tertiary	Spade Terminals, 2 hole

1. On 69 KV and below, the X_1, X_2 and X_3 bushings shall be supplied with bronze Lapp-Doble test terminal stud connectors to tin plated, 4-hole flat pad, vertical take-off. (No substitutions).

2. On 230 KV bushings, the Lapp-Doble test terminal stud connectors shall be bronze to tin plated, 4-hole flat pad, vertical take-off. (No substitutions).

3. On transformers with Delta connected tertiary windings, the winding shall be brought out on four bushings; two of these bushings shall be used for external closing of the Delta as specified in Section 2.04. All necessary connectors and hardware shall be furnished for connecting neutral and/or core ground bushings to the transformer ground.

H. Bushing Ratings:

Bushings shall comply with the dimensions, performance, and test requirements of IEEE C57.19.00 and IEEE C57.19.01 and shall have ratings as follows:

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Quantity/ Type	Insulation Class KV	Current Rating Ampere	BIL & Full Wave KV	Withstand 60 Sec. Dry	Withstand 10 Sec. Wet	Min. Creep Dist.-In
3 – H.V.	196	600	900	465 KV	385 KV	135
3 - H.V.	69	1600	350	160 KV	140 KV	48
3 - L.V.	15	2000	110	50 KV	45 KV	11
1 - Neut.	15	2000	110	50 KV	45 KV	11
1 - Core Ground	5	600	75	27 KV	24 KV	6

2.11 CONTROL WIRING

A. All control wiring shall be type SIS No. 12 AWG minimum, stranded copper, and shall be terminated in the control compartment on terminal strips with markings in accordance with wiring diagrams. This shall include termination of wiring for all control relays and devices, auxiliary switches, safety switches and device interconnections. Connectors shall be nylon-insulated ring tongue Burndy Type YAEV of appropriate size, (No substitutions). All conductors shall be identified by shrink fit or wrap-on sleeve with legible black characters on a white background to denote the destination terminal point of the conductor.

B. All taps from five tap multi-ratio current transformers shall be brought to shorting type terminal blocks in the control compartment.

C. Auxiliary Control Wiring

All control wire runs on the outside of the transformer shall be installed in hot dip galvanized rigid steel conduit. Drain fittings shall be provided at the lowest points and breather fittings at upper points such that all moisture that collects will be drained. Control wires may be run in the transformer bracing but must be readily accessible for maintenance. Leads to fans may be made with open cable with PVC jacket and connected to a suitable outdoor waterproof box next to the fan. Fan supply cables shall not exceed six feet in length. Stainless steel

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terminal studs shall be supplied in the enclosure box so that a motor may be disconnected and repaired with all other equipment in operation.

2.12 TERMINAL BLOCKS

Wiring shall be terminated on terminal blocks clearly marked for circuit identification as follows:

A. All mechanism control wiring shall be terminated on Teledyne/Penn-Union Cat. No. 6012 terminal blocks, (No substitutions).

B. C.T. secondaries shall be terminated on Teledyne/Penn-Union Cat. No. 6006-SC shorting type terminal blocks, (No substitutions).

C. Transformer auxiliary power supply terminal blocks shall be as follows:

1. Terminal blocks for loads more than 80 amperes shall be Class 9080, Square D, Unit Construction, Type V or equal, suitable for wire range of #6 AWG-250 kc mil.

2. Terminal blocks for loads less than 80 amperes shall be Class 9080, Square D, Unit Construction, Type U or equal, suitable for lug size range of #10 - #1/0 AWG.

2.13 ANNUNCIATOR PANEL

An annunciator panel shall be installed in the transformer control cabinet. Annunciator shall be a Schweitzer Engineering Laboratories SEL-252302H100XC1XX relay shall be installed in the transformer control panel and be wired to all alarm points. All alarm points shall be properly labeled on the front of the annunciator. Programming of the SEL-2523 will be done by others.

Manufacturer: Schweitzer Engineering Laboratories
Model: SEL-252302H100XC1XX
NO SUBSTITUTIONS.

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2.14 NEUTRAL GROUND CONDUCTOR

The transformer neutral will be connected to the substation ground grid. A minimum of two insulated mounting supports shall be provided on the transformer tank. The mounting supports shall be secured to the transformer tank and be provided with copper conductor clamps suitable for securing conductors up to 1000 kc mil.

2.15 TRANSFORMER ACCESSORIES

Other accessories shall include, but not be limited to, the following:

A. Control Cabinet:

1. A.C. Power

a. Power Supply Switch (Source by Owner).
b. Light and G.F.C.I. Convenience Outlet.
c. Space Heater and Switch.

B. Gauges shall be equipped with ungrounded alarm contacts suitable for 125 VDC operation.

C. Magnetic liquid level oil gauge with low level alarm contacts. Qualitrol only.

D. Combination Pressure - Vacuum gauge with alarm contact

E. Dial type thermometer to indicate liquid temperature, attached to the tank at eye level, closed oil well design, with maximum reading pointer (re-settable locally) and alarm contacts. This gauge is in addition to the thermal load indicator of Article 2.07. Qualitrol only.

F. Winding temperature gauge, with heater and thermometer bulb mounted in a leakproof well, calibrated to indicate the transformer's hot spot winding temperature. Qualitrol only.

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G. Gas sampling valves.

H. Automatic reset pressure relief devices on the LTC and main tank covers with alarm contacts. To be designed for minimum discharge of oil and to exclude air and water after opening.

I. Upper filter press connections with 2-inch (min.) valve.

J. Lower filter press connections with 2-inch (min.) valve and sampling device.

K. Drain valves.

L. A minimum of two copper-faced ground pads, diagonally opposite with two 0.50-13 tapped holes on 1.75-inch centers equipped with clamp-type grounding connectors equal to Anderson Electric Co. No. SWH-025-B for No. 2/0 AWG-250 kc mil copper cable.

M. Conduit entrance provisions, current transformer connections including wiring, conduit, and test switches; controls, accessories and auxiliaries, and related wiring as specified elsewhere in this specification.

2.16 SPARE PARTS

The Contractor shall furnish (2) complete power transformers as described above, plus a complete set of spare parts as follows:

A. Three (3) low voltage (69KV) bushings

B. One (1) core ground bushing

C. Two (2) sets of gaskets

D. Four (4) sets low voltage fuses for LTC

E. Two (2) 1-quart cans of touch-up paint for base coat

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F. Two (2) 1-quart cans of touch-up paint for finish coat

G. Four (4) High voltage (230KV) surge arresters.

H. Four (4) Low voltage (69KV) surge arresters.

PART 3-EXECUTION

3.01 FACTORY TESTS

A. The following transformer tests shall be performed. The following standards shall be used for completing the test: IEEE C57.12.00, IEEE C57.12.10, IEEE C57.12.90, IEEE C57.91, IEEE C57.98, IEEE C57.109, IEEE C57.113 and IEEE C57.131.

1. Resistance measurement of all windings on the full winding tap position of each unit. Use 2,500 V test equipment and correct to 20°C temperature reference.
2. Ratio tests on the rated voltage connection and on all tap connections.
3. Polarity and phase relation tests on the rated voltage connection.
4. No-load (excitation) loss at rated frequency and at 100 percent and 110 percent of rated voltages.
5. Total loss at rated self-cooled KVA and rated forced-cooled KVA(s) at rated voltages and frequency.
6. Fan and/or pump power requirements for each rating.
7. Regulation at unity power factor and 80 percent power factor lagging.
8. Percent impedance, resistance, and reactance on rated self-cooled KVA base.
9. Impedance and load loss at rated current and rated frequency on the rated voltage connection and at the tap extremes of each unit.

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10. Exciting current at rated frequency in percent at 100 percent and 110 percent of rated voltages.

11. Hottest spot temperature rise at rated self-cooled KVA and forced-cooled KVA(s).

12. Temperature rise test data shall be on minimum and maximum ratings or may be given from a "thermal duplicate" unit.

13. Applied voltage tests.

14. High potential and induced voltage tests - ANSI Standard.

15. Bushing Tests: Power factor of bushing shall be furnished both as individual units and as installed in tank.

16. Terminal bushing test and flashover voltages -ANSI Standard.

17. IEEE C57.113 Partial Discharge (Corona) Tests: Test on completed unit based on one hour at 150% of maximum operating voltage to demonstrate satisfaction of a guaranteed level of 150 micro-volts.

18. Audible Sound Level Tests: Results of sound level tests shall be provided on each unit at the self-cooled rating and all forced-cooled ratings.

19. Resistance Measurement of Insulation: Use 5KV test equipment and correct to 20°C temperature reference to establish basis for future comparisons.

    - Measurements shall be made between windings and all windings and ground.

20. Insulation Power Factor: Record data shall state test method and specify style and serial number of test equipment and shall include temperature reference to establish basis for future comparisons. Tests shall be performed using a minimum test voltage of 10 kV. Results shall include separate values for CH, CL, and CHL. These values shall not be combined, and a value above 0.5%, corrected to 20°C, will not be acceptable.

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21. The tests shall include a quality control impulse series in accordance with IEEE C57.98. The leakage impedance measured after the test series shall not differ from that measured before the test series by more than two percent of its former value.

22. Fault Pressure Relay Test: A report for the fault pressure relay shall be obtained from the original manufacturer. The test report shall verify that the relay has been fully tested at the manufacturer's test laboratory and that it is properly calibrated. A copy of this test report shall be included with the transformer test report.

23. Current transformer tests, (ratio, saturation and excitation, polarity) with curves.

24. A Sweep Frequency Response Analysis (SFRA) test shall be performed on the transformer at the factory prior to shipment. SFRA test equipment and testing procedures, as recommended by Doble Engineering, shall be used for the tests. This test shall be performed with the transformer main tank filled with oil and all bushings installed. Transformer radiators may not be installed for this test. Response curves measured shall be provided to the Owner for comparison with subsequent SFRA field tests taken after the unit has been installed at the final substation site (See Section 16-000, 3.04G).

B. Owner reserves the right to witness testing. The Contractor shall notify Owner, in writing, no less than 3 weeks prior to the scheduled starting date of the factory tests to allow Owner to witness testing. Testing shall take place within the United States of America to prevent international travel for personnel.

C. The Contractor shall notify Owner of any unusual event or damage occurring during the fabrication of the transformer and of all tests which do not meet the specified standard values. Owner reserves the right at its option to inspect such damages or test failures. Corrective measures to overcome such damage or failure shall be subject to acceptance by Owner

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3.02 CERTIFIED FACTORY TEST REPORTS

The Contractor is expressly advised that certified test reports on the unit(s) delivered must include values to permit determination of No Load and Load Losses and other power requirements. In the event such losses or requirements exceed the values guaranteed at time bids will be assessed as liquidated damages an amount to be determined as follows:

A. No Load Losses	For each kW or fraction thereof that actual test losses exceed guaranteed losses, the Contractor will be assessed amount computed based on $9,171 per kW.
B. Load Losses	For each kW or fraction thereof that actual test loss exceeds guaranteed losses, the Contractor will be assessed an amount computed based on $2,943 per kW.
C. Power Requirements For Cooling Equipment	For each kW or fraction thereof that actual power requirements as established by test exceeds the approximate power requirements furnished with the bid, the Contractor will be assessed an amount computed based on $9,171 per kW.

3.03 AUXILIARY POWER TRANSFORMER

A. A single phase, 150 KVA, 60 Hertz auxiliary power supply transformer shall be supplied. Connections from the main autotransformer tertiary winding shall be

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brought through the main tank by suitable oil-filled bushings into a separate fuse compartment. This compartment shall totally enclose two suitable current limiting SPST fuse switches and suitable connections to the auxiliary transformer. The auxiliary transformer shall be bolted to the fuse compartment in such a manner that the auxiliary transformer can be easily removed if repairs are required.

B. This compartment shall have a hinged door with suitable door stops and with a latch-type handle that is lockable. Breakers (see Section 3.03G) or surge suppressors (see Section 3.03 I) shall NOT be mounted in this compartment.

C. The high voltage winding of the auxiliary power supply transformer shall be connected ungrounded on the high voltage side. The low voltage side shall be connected single-phase 240/480 volts with the center tap grounded. The low voltage bushings and the leads to the breakers in the control cabinet shall be totally enclosed but constructed such that the auxiliary transformer can be easily removed. A disconnect switch or other visual means shall be provided so that field personnel at ground level can be positive that voltage is not supplied to the auxiliary power supply secondary from alternate power sources. The Contractor shall determine if surge arresters are required to protect the primary of the auxiliary transformer. Low voltage transformer leads shall be terminated on a suitable terminal strip, in the control cabinet, with lug connections for the Owner to terminate cable leads to be installed between the control cabinet lugs and an externally located and mounted, station transfer switch provided by the Owner.

D. The auxiliary transformer details including ratings, winding and connection diagram, polarity and vector phasing diagrams shall be included with the approval drawings.

E. The auxiliary power supply ground shall be connected to ground separately from the main transformer tank ground.

F. Magnetic air circuit breakers having front adjustable magnetic trip units shall be supplied on the low voltage side. The breakers shall be rated 600 VAC with a minimum of 65,000 amperes asymmetrical interrupting capacity at 240 VAC. Suitable auxiliary transformer impedance, breaker frame sizes, ampere ratings, and

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coordination with primary current limiting fuses shall be determined by the Contractor. In sizing these breakers, consideration shall be given to ambient temperature. Heaters in the cabinets plus the hot wires connected in parallel shall be terminated in an appropriate type of multiple conductor terminal lug such as the Burndy Type Q2A or Q3A connector. Under no circumstances shall two or more cables be terminated in any type of terminal connector not specifically designed for such. i.e., Burndy Type QA, QQA or equivalent. Breakers must be coordinated such that a fan or motor fault does not trip the main breaker but rather trips the breaker feeding the faulted circuit, so far as possible with this type of breaker.

G. Surge suppressors shall be supplied for the 240/480-volt secondary windings and shall be General Electric Tranquell Model TD240S2050RMP or approved equal. Device shall be rated at 550 MCOV minimum for 480V L-L and 275 MCOV L-Gnd.

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PROPOSED RATINGS AND GUARANTEED LOSSES

Manufacturer: PTI Transformers LP

Location of Plant: Winnipeg, Manitoba

Guaranteed losses for Autotransformer 230 KV-67KV, as described in Exhibit C - Technical Specifications included in the proposal, are as follows:

All losses are for the basic transformer at the MVA rating indicated, on "Neutral" LTC position and 230,000 volt no-load tap position, are to be stated "per transformer". Losses are to be for the basic transformer unit only and are not to include load tap-change equipment or other voltage regulating equipment.

Guaranteed No Load Loss, 105 MVA, LTC at N	51 KW	guaranteed
Guaranteed Load Loss, 105 MVA, LTC at N	182 KW including LTC reactor	guaranteed
	171 KW without LTC reactor	approximate
Guaranteed Load Loss, 105 MVA, LTC at 4 Raise	183.4 KW including LTC reactor	calculated
Guaranteed Load Loss, 105 MVA, LTC at 5 Raise	183.7 KW including LTC reactor	calculated

Approximate Power Required by Cooling Equipment, 140 MVA (watts): 1080W

Approximate Power Required by Cooling Equipment, 175 MVA (watts): 2268W

Approximate Dimensions (inches); see Sheet 3 (Figure AA-2):
"A" and "B" are as measured from the centerline of the H2 bushing
"E" and "F" are without radiators and with other normally demountable equipment removed.

A 250" B 196" C 128"
D 150" E 309" F 142"

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"H" is height of tank without bushings; "M" is to top of HV bushings; "T" is to highest point above grade, either bushing or lightning arrester	H 155" M 291" T 291"
High Voltage Phase Spacing (inches)	See drawing
Low Voltage Phase Spacing (inches)	See drawing
Approximate Weights (pounds)	365,914
Core and Coils/ Tank and Fittings	74,184 Kg / 44,482 Kg
Liquid	55,136 L (12,128 gallons)
Total Weight / Shipping Weight	165,977 Kg / 100,506 Kg

Description of Core and Coil Design: 3 leg core type, Winding layout- TV Helix -LTC Helix - CV Disc- SV Disc-DTC Helix

Load Tap Changer (LTC): The LTC proposed to be furnished as an integral part of the Autotransformer will have the following characteristics.

LTC Manufacturer	MR
LTC Model Identification	RMVII 2000 69kv
LTC Transition Impedance Type	Reactor Type
LTC Arc Interruption Method	Vacuum interrupters
LTC Drive Mechanism Type	MD-III
LTC Continuous Current Rating	2000 A
LTC Ratio of Series Transformer (if any)	N/A
LTC Operations before Initial Maintenance	500000
LTC Guaranteed Operations Total Life	500000

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Radiator Manufacturer	Menk, USA	
Cooling System Fan (Pump) Motor Manufacturer/ Type	Krenz, USA	
Fan (Pump) Motor hp / First Stage Quantity	1/3 hp fan	10
Fan (Pump) Motor hp / Second Stage Quantity	1/3 hp fan	20
Current Transformer Manufacturer	POLY CAST	
Maximum CT Quantity in HV Space	6	
Maximum CT Quantity in LV Space	11	
Maximum CT Quantity in Tertiary Space	2	

	High Voltage:	Low Voltage:
Bushing Manufacturer	Hitachi (ABB)	Hitachi (ABB)
Bushing Type / Designation	Oil Condenser	Oil Condenser
Permissible safe cantilever loading (lb)	IEEE	IEEE
Lightning Arrester Manufacturer	Copper or Equivalent	
High Voltage Lightning Arrester Type	Station Class	
Low Voltage Lightning Arrester Type	Station Class	

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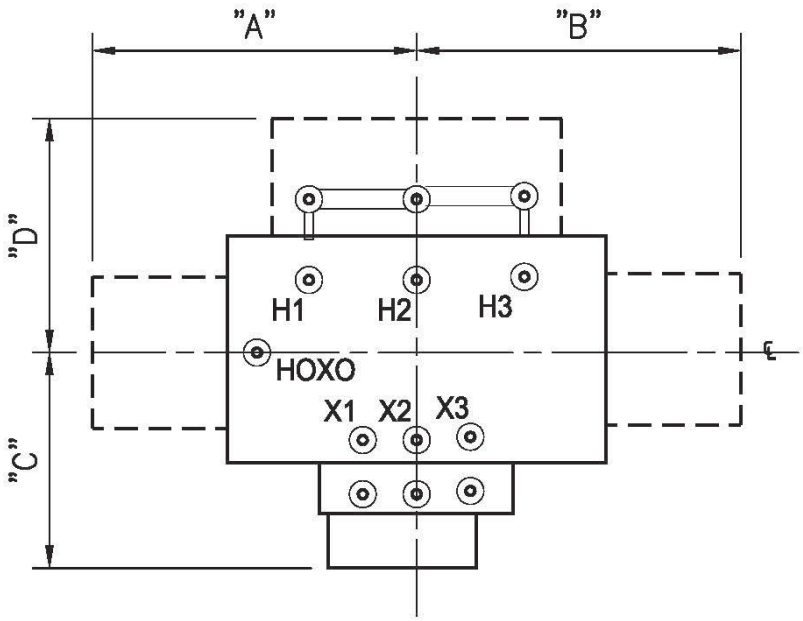
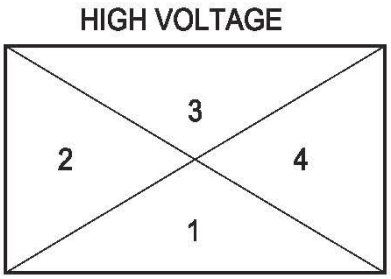
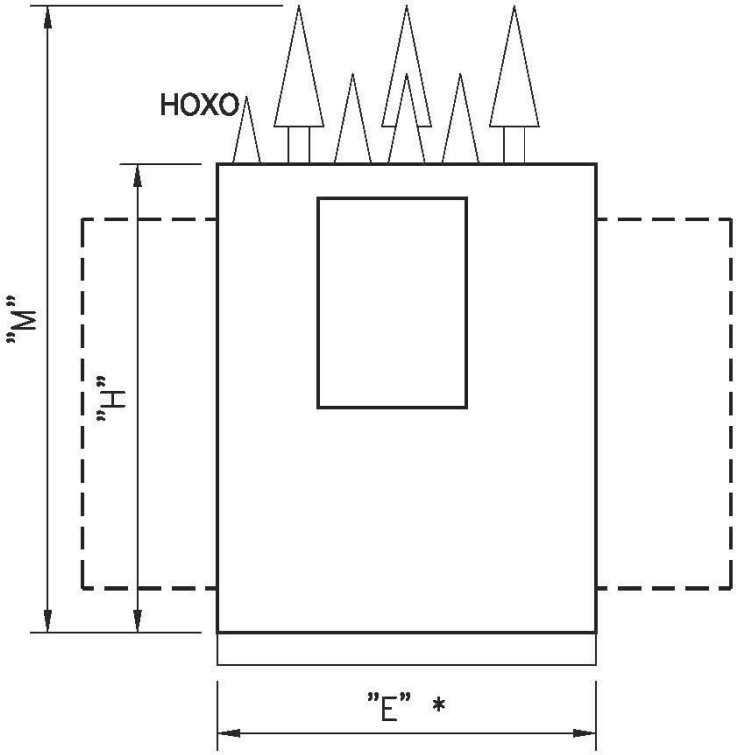
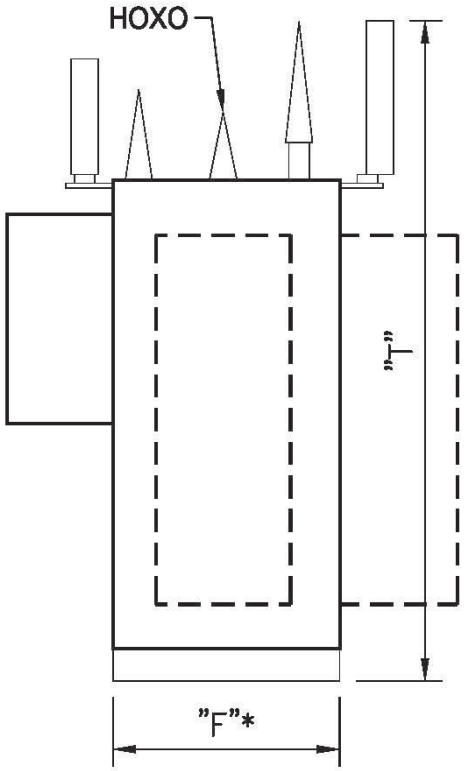
(Figure AA-2)





LOW VOLTAGE
SEGMENT LOCATION





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Proposed Delivery Date & Subcontractors

SUBCONTRACTORS

Please list below where subcontractors will be used to complete certain phases of work, the name and address of each proposed subcontractor are required. The Bidder has fully investigated each subcontractor and has evidence on file that each subcontractor has engaged successfully in their respective line of work for a reasonable period of time, maintains a fully equipped organization capable, technically and financially, of performing the work required, and has made similar installations in a satisfactory manner. The Bidder acknowledges and accepts responsibility for the performance of any subcontractor.

WORK PHASE	SUBCONTRACTOR – NAME & ADDRESS
Off-Loading	PTI Transformers LP
Hauling	Winnipeg, Manitoba
Site Installation, Service and Testing (Autotransformer)	
Other (Please Identify):	

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PROPOSED DELIVERY DATE

Ocala Electric Utility requires Delivery of equipment, as defined in Exhibit B – Required Specifications within the following date:

Qty.	Description	Delivery Required Not Later Than	Proposed Delivery Date
2	Autotransformers 105/140/175 MVA	78 weeks (4 weeks later (Tx #2)	Q2, 2026

Including as per specifications:

- Autotransformer 105/140/175-spare parts
- Autotransformers 105/140/175-installation and testing

The Bidder proposes to complete Delivery of Items, as listed below, including an allowance for review of shop drawings (see Exhibit A). The bidder understands proposed delivery times longer than stated above may be grounds for rejection of bid.

The Bidder agrees to deliver equipment to the designated site. Exact access requirements shall be established by on-site investigation by the Bidder. Delivery shall be completed between the hours of 7:30 a.m. and 12:00 noon, or 1:00 p.m. and 3:30 p.m. Local Time, Monday through Friday, but shall not be made on legal holidays.

The Bidder acknowledges and accepts the responsibility to place the equipment on permanent foundations furnished by the Owner. The Bidder acknowledges and accepts the responsibility to conduct the required field testing, after external connections are made and prior to final acceptance by the Owner. The Bidder acknowledges there may be a delay between the date the equipment arrives at the substation site and the date field testing can begin.

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AUTOTRANSFORMER LOSS EVALUATION

A. Proposals will be evaluated to determine the cost of losses over the useful life of the unit. Evaluation will include the following factors: Transformer no load losses, transformer load losses, and power requirements for transformer cooling equipment.

	Item	Base	Factor
1.	No Load Losses	Lowest Value of No Load Losses as per Bid	$9,171 per kW of No Load Losses
2.	Load Losses	Lowest Value of Load Losses as per Bid	$2,943 per kW of Load Losses
3.	Power Requirements for Cooling Equipment	Lowest Value of Power Requirements as per Bid	$9,171 per kW Power Requirements

B. The above value of losses will be computed at rated voltage and frequency at each rating as applicable. Evaluation calculations will be based on the following transformer operating cycle:

1. 1/2 Total Time at ONAN Rating, 1/3 Total Time at ONAF or OFAF Rating (First Stage), 1/6 Total Time at ONAF or OFAF Rating (Second Stage).

2. 1/3 Total Time at Neutral LTC Position, 1/3 Total Time at 4 Raise LTC Position, 1/3 Total Time at 5 Raise LTC -Position.

C. The use of guaranteed losses in evaluation of low overall bid establishes basis for liquidated damages as described in Section 16-003, Article 3.02.

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Exhibit G – PTI Proposal

PTI Proposal (G-1 through G-109):

Available for inspection and copying at

1805 NE 30th Avenue, Bldg. 400, Ocala, Florida 34470

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SECTION 1: PRICING INFORMATION

1.1. Pricing Schedule

We are pleased to submit our quotation on the following equipment. Additional details can be found in the relevant technical and commercial portions of the bid document.

Ref.	Qty	Description	Unit Price	Extended Price
Q100773R	2	105/140/175 MVA, 230 – 67 – 13.2 kV, Autotransformer	$ 3,635,000.00	$ 7,270,000.00
	2	Estimated Transformer & Oil Freight	$ 148,000.00	$ 296,000.00
	2	Estimated Offloading	$ 93,000.00	$ 186,000.00
	2	Estimated Field Assembly, Oil Filling, and Site Testing	$ 95,000.00	$ 190,000.00
		TOTAL	**$ 3,971,000.00**	**$ 7,942,000.00**

Note: Freight will be invoiced on cost + 5% and Field services is budgetary and firm quote will be provided 6 months prior to delivery.

1.2. Spare Prats Required

Item	Qty	Unit Price	Extended Price
LV Bushing (69 kV)	3	$5,380.00	$16,140.00
Core Ground Bushing	1	$560.00	$560.00
Gaskets	2	$8,250.00	$16,500.00
LV Fuses for LTC	4	$1,500.00	$6,000.00
1-Quart cans of touch-up paint for base coat	2	$935.00	$1,870.00
1-Quart cans of touch-up paint for finish coat	2	$935.00	$1,870.00
HV (230 kV) Surge Arresters	4	$4,000.00	$16,000.00
LV (69 kV) Surge Arresters	4	$1,100.00	$4,400.00
	TOTAL	**$22,660.00**	**$63,340.00**

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1.3. Bid Summary

Currency:	Net in USD, Taxes not included and extra when applicable
Bid Validity:	30 days from date of original submittal.
Delivery Lead Time:	Q2-2026 (units spaced 4 weeks apart), Subject to Prior Sale and confirmation at time of order.
Drawing Lead Time:	Drawing package will be submitted approximately 50 - 60 weeks prior to ship date, to be confirmed at time of order.
INCO Terms:	DDP to Site
Warranty Period:	66 months after delivery / 60 months after energization
Warranty Type:	In/Out coverage will be capped at 25% of the Unit Price of the transformer.
Payment Terms:	Milestones, Net 30 days

1.4. Price Adjustment Policy

Transformer ex-work price to be adjusted based on the FRED Electric Power and Specialty Transformer Manufacturing Index (link: https://fred.stlouisfed.org/series/PCU335311335311)

Price will be adjusted using the following methodology [Current Index / Base Index] * Quoted Transformer Price where:

- Based Index is the value of FRED in the month of quote
- Current Index is the value of FRED 6 months prior to the Delivery Date

Price adjustment upwards or downwards will be applied to the last payment milestone.

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1.5. Bid Bond Letter

Bond Number: 904202242-23-01

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, PTI TRANSFORMERS LP, as Principal, and ATLANTIC SPECIALTY INSURANCE COMPANY as Surety, are held and firmly bound unto the City of Ocala, a Municipal Corporation of Marion County, Florida (hereinafter City of Ocala); in the full and just sum of FIVE PERCENT (5%) of the actual total bid amount, or FIVE PERCENT (5%) of the public construction bond amount for continuing contracts; for the Bid referred to herein, in lawful money of the United States of America, to be paid to the City of Ocala, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally and firmly be these presents:

WHEREAS, the said Principal is herewith submitting a bid to the City of Ocala for the project known as OCALA ELECTRIC UTILITY, and as identified by Bid/Contract Number ELE/230196.

NOW, THEREFORE, the condition of the above obligation is such that, if the said Principal shall execute a contract and give bond or bonds, as required by the bid documents thereof within twenty (20) days after being notified in writing of the award of such contract to Principal, or if the Surety shall pay the City of Ocala the full amount of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED, SEALED AND DATED THIS 23RD day of MAY, 2023.

PRINCIPAL

PTI Transformers LP (Seal)
Principal's Name and Corporate Seal

By: Dan Boyd Dan Boyd 2023.05.25 08:52:50 -05'00'
(Signature)

Title: Product Sales Manager

Attest:

SURETY

ATLANTIC SPECIALTY INSURANCE COMPANY (Seal)
Surety's Name and Corporate Seal

By:
(Signature - **Attach Power of Attorney**)

Title: THERESA HEDBERG, ATTORNEY-IN-FACT

Attest:

NOTE: Power of Attorney showing authority of representative of surety must be furnished with this form.

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intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Paul Hollingworth, Greg Forsythe, Theresa Hedberg, Chelsea Fish, Irene LeBlanc, Kari Morton, Megan Quinlan, Theresa Newton, Sandra Dey, Cam Forbes, Ron Fraser, Branislav Ivica, Niki Jalali, Peter Panufnik, Scott Peberdy, Trent Percy, Betty Shellnutt, Hafis Ligali, Shella San Diego, Kimberly Basaraba, Peter Hoeg, Mario Markmann,** each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON OWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 23rd day of May, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

Note: The Performance & Payment Bond price adder is **$65,000 USD.**

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1.6. Exhibit E – PROPOSED DELIVERY DATE & SUBCONTRACTORS Form

Exhibit E **CONTRACT# ELE/230196**

Proposed Delivery Date & Subcontractors

SUBCONTRACTORS

Please list below where subcontractors will be used to complete certain phases of work, the name and address of each proposed subcontractor are required. The Bidder has fully investigated each subcontractor and has evidence on file that each subcontractor has engaged successfully in their respective line of work for a reasonable period of time, maintains a fully equipped organization capable, technically and financially, of performing the work required, and has made similar installations in a satisfactory manner. The Bidder acknowledges and accepts responsibility for the performance of any subcontractor.

WORK PHASE	SUBCONTRACTOR – NAME & ADDRESS
Off-Loading	TBA
Hauling	TBA
Site Installation, Service and Testing (Autotransformer)	TBA
Other (Please Identify):	

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PROPOSED DELIVERY DATE

Ocala Electric Utility requires Delivery of equipment, as defined in Exhibit B – Required Specifications within the following date:

Qty.	Description	Delivery Required Not Later Than	Proposed Delivery Date
2	Autotransformers 105/140/175 MVA	78 weeks (4 weeks later (Tx #2)	Q2, 2026

Including as per specifications:

- Autotransformer 105/140/175-spare parts
- Autotransformers 105/140/175-installation and testing

The Bidder proposes to complete Delivery of Items, as listed below, including an allowance for review of shop drawings (see Exhibit A). The bidder understands proposed delivery times longer than stated above may be grounds for rejection of bid.

The Bidder agrees to deliver equipment to the designated site. Exact access requirements shall be established by on-site investigation by the Bidder. Delivery shall be completed between the hours of 7:30 a.m. and 12:00 noon, or 1:00 p.m. and 3:30 p.m. Local Time, Monday through Friday, but shall not be made on legal holidays.

The Bidder acknowledges and accepts the responsibility to place the equipment on permanent foundations furnished by the Owner. The Bidder acknowledges and accepts the responsibility to conduct the required field testing, after external connections are made and prior to final acceptance by the Owner. The Bidder acknowledges there may be a delay between the date the equipment arrives at the substation site and the date field testing can begin.

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1.7. Shipping Details

INCO terms considered are per Bid Summary.

Cost based on:

- Shipping **under dry air** by rail to nearest rail siding
- Getting rail clearance on regular train only.
- Having clear access to the substation with road trailer used to move from nearest rail siding to site.
- Getting road trailer within 30 feet from the pad for offloading;
- Not transloading the transformer to a shorter highway trailer due to lack of access within the substation to the pad.
- Having clear access to the pad for offloading, not jacking up the transformer more than 2 feet to skid it off the trailer to the pad.
- Not rotating the transformer on site or pad.
- Having good ground conditions within the substation to withstand the highway trailer with transformer and skidding system.
- Does not include route survey, route engineering study, repair of roads, and utilities and police escorts. This, if required, are at costs plus 15% Adm fee.
- Does not included engineering stamped offloading drawings/lift plan. These, if required, will be at costs plus 15%.

Please note extra charges, if we need to drop the oil tanker.

- Two free hours for offloading on site. Thereafter a charge of CAD 150.00 per hour will apply.
- Trailer detention costs: CAD 250.00 per day/per tank
- Layover fee - CAD 1,300.00 per day/ per tank

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1.8. Standard Field Service Rates

The following rates are applicable for personnel working within North America. Prices are subject to change.

Per Diem: $2,050.00 per workday. This rate includes all time worked or traveled during a normal eight (8) hour work day or fraction thereof. A work day is considered any consecutive eight-hour period Monday to Friday (holidays excluded) with an allowance for lunch. Per Diem rate includes local traveling and living expenses only. It does not include the cost of airfare or transportation to/from the job site and personnel headquarters. All hours worked or traveled in excess of eight hours per weekday and all hours on Saturdays, Sundays, and holidays will be billed at the applicable hourly/overtime rates.

Hourly: $190.00 per hour or any fraction thereof. The hourly rate is applicable to all regular workday time, including travel time 00 and time at the job site whether worked or not. A weekday is considered any consecutive eight-hour period Monday to Friday (holidays excluded) with an allowance for lunch.

Overtime: $285. per hour or any part thereof. This rate is applicable to all hours worked in excess of eight (8) hours on weekdays (holidays excluded), and all time worked or traveled on Saturdays.

Sunday & Holiday: $385.00 per hour or any part thereof. This rate is applicable to all hours worked or traveled on Sundays or holidays.

Standby: When personnel are prevented or unable to perform the services requested on the jobsite because of circumstances beyond their control, the purchaser will be billed at the applicable rate.

Time Off: The minimum time off for personnel during one 24-hour period shall be eight (8) hours.

Travel: Traveling time and expenses for each service person includes leaving and returning to headquarters. The maximum billing for traveling time at the applicable rate shall be eight (8) hours per individual for any one calendar day.

TRAVEL & LIVING EXPENSES

Hourly rates do not include any travel or living expenses.
Transportation costs to/from the jobsite and personnel headquarters shall be billed at cost.
Auto travel to/from the jobsite and headquarters, will be billed at a rate of $0.75 per kilometer.
Copies of invoices shall be supplied.

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Exhibit H

Letter of Confirmation

PTI Transformers is a manufacturer and is not required to have an Electrical Contractors License.

Truly,

M. W. Cleveland

Cell: (336)337-3900

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SECTION 1: PRICING INFORMATION

1.1. Pricing Schedule

We are pleased to submit our quotation on the following equipment. Additional details can be found in the relevant technical and commercial portions of the bid document.

Ref.	Qty	Description	Unit Price	Extended Price
Q100773R	2	105/140/175 MVA, 230 – 67 – 13.2 kV, Autotransformer	$ 3,635,000.00	$ 7,270,000.00
	2	Estimated Transformer & Oil Freight	$ 148,000.00	$ 296,000.00
	2	Estimated Offloading	$ 93,000.00	$ 186,000.00
	2	Estimated Field Assembly, Oil Filling, and Site Testing	$ 95,000.00	$ 190,000.00
		TOTAL	**$ 3,971,000.00**	**$ 7,942,000.00**

Note: Freight will be invoiced on cost + 5% and Field services is budgetary and firm quote will be provided 6 months prior to delivery.

1.2. Spare Prats Required

Item	Qty	Unit Price	Extended Price
LV Bushing (69 kV)	3	$5,380.00	$16,140.00
Core Ground Bushing	1	$560.00	$560.00
Gaskets	2	$8,250.00	$16,500.00
LV Fuses for LTC	4	$1,500.00	$6,000.00
1-Quart cans of touch-up paint for base coat	2	$935.00	$1,870.00
1-Quart cans of touch-up paint for finish coat	2	$935.00	$1,870.00
HV (230 kV) Surge Arresters	4	$4,000.00	$16,000.00
LV (69 kV) Surge Arresters	4	$1,100.00	$4,400.00
	TOTAL	**$22,660.00**	**$63,340.00**

DocuSign Envelope ID: FB1D20EE-6B3B-42F7-8249-7D456F96B416

1.3. Bid Summary

Currency:	Net in USD, Taxes not included and extra when applicable
Bid Validity:	30 days from date of original submittal.
Delivery Lead Time:	Q2-2026 (units spaced 4 weeks apart), Subject to Prior Sale and confirmation at time of order.
Drawing Lead Time:	Drawing package will be submitted approximately 50 - 60 weeks prior to ship date, to be confirmed at time of order.
INCO Terms:	DDP to Site
Warranty Period:	66 months after delivery / 60 months after energization
Warranty Type:	In/Out coverage will be capped at 25% of the Unit Price of the transformer.
Payment Terms:	Milestones, Net 30 days

1.4. Price Adjustment Policy

Transformer ex-work price to be adjusted based on the FRED Electric Power and Specialty Transformer Manufacturing Index (link: https://fred.stlouisfed.org/series/PCU335311335311)

Price will be adjusted using the following methodology [Current Index / Base Index] * Quoted Transformer Price where:

- Based Index is the value of FRED in the month of quote
- Current Index is the value of FRED 6 months prior to the Delivery Date

Price adjustment upwards or downwards will be applied to the last payment milestone.

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1.5. Bid Bond Letter

Bond Number: 904202242-23-01

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, PTI TRANSFORMERS LP, as Principal, and ATLANTIC SPECIALTY INSURANCE COMPANY as Surety, are held and firmly bound unto the City of Ocala, a Municipal Corporation of Marion County, Florida (hereinafter City of Ocala); in the full and just sum of FIVE PERCENT (5%) of the actual total bid amount, or FIVE PERCENT (5%) of the public construction bond amount for continuing contracts; for the Bid referred to herein, in lawful money of the United States of America, to be paid to the City of Ocala, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally and firmly be these presents:

WHEREAS, the said Principal is herewith submitting a bid to the City of Ocala for the project known as OCALA ELECTRIC UTILITY, and as identified by Bid/Contract Number ELE/230196.

NOW, THEREFORE, the condition of the above obligation is such that, if the said Principal shall execute a contract and give bond or bonds, as required by the bid documents thereof within twenty (20) days after being notified in writing of the award of such contract to Principal, or if the Surety shall pay the City of Ocala the full amount of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED, SEALED AND DATED THIS 23RD day of MAY, 2023.

PRINCIPAL

PTI Transformers LP (Seal)
Principal's Name and Corporate Seal

By: Dan Boyd Dan Boyd 2023.05.25 08:52:50 -05'00'
(Signature)

Title: Product Sales Manager

Attest:

SURETY

ATLANTIC SPECIALTY INSURANCE COMPANY (Seal)
Surety's Name and Corporate Seal

By:
(Signature - **Attach Power of Attorney**)

Title: THERESA HEDBERG, ATTORNEY-IN-FACT

Attest:

NOTE: Power of Attorney showing authority of representative of surety must be furnished with this form.

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intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Paul Hollingworth, Greg Forsythe, Theresa Hedberg, Chelsea Fish, Irene LeBlanc, Kari Morton, Megan Quinlan, Theresa Newton, Sandra Dey, Cam Forbes, Ron Fraser, Branislav Ivica, Niki Jalali, Peter Panufnik, Scott Peberdy, Trent Percy, Betty Shellnutt, Hafis Ligali, Sheila San Diego, Kimberly Basaraba, Peter Hoeg, Mario Markmann**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON OWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 23rd day of May, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

Note: The Performance & Payment Bond price adder is **$65,000 USD.**

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1.6. Exhibit E – PROPOSED DELIVERY DATE & SUBCONTRACTORS Form

Exhibit E **CONTRACT# ELE/230196**

Proposed Delivery Date & Subcontractors

SUBCONTRACTORS

Please list below where subcontractors will be used to complete certain phases of work, the name and address of each proposed subcontractor are required. The Bidder has fully investigated each subcontractor and has evidence on file that each subcontractor has engaged successfully in their respective line of work for a reasonable period of time, maintains a fully equipped organization capable, technically and financially, of performing the work required, and has made similar installations in a satisfactory manner. The Bidder acknowledges and accepts responsibility for the performance of any subcontractor.

WORK PHASE	SUBCONTRACTOR – NAME & ADDRESS
Off-Loading	TBA
Hauling	TBA
Site Installation, Service and Testing (Autotransformer)	TBA
Other (Please Identify):	

DocuSign Envelope ID: FB1D20EE-6B3B-42F7-8249-7D456F96B416

PROPOSED DELIVERY DATE

Ocala Electric Utility requires Delivery of equipment, as defined in Exhibit B – Required Specifications within the following date:

Qty.	Description	Delivery Required Not Later Than	Proposed Delivery Date
2	Autotransformers 105/140/175 MVA	78 weeks (4 weeks later (Tx #2)	Q2, 2026

Including as per specifications:

- Autotransformer 105/140/175-spare parts
- Autotransformers 105/140/175-installation and testing

The Bidder proposes to complete Delivery of Items, as listed below, including an allowance for review of shop drawings (see Exhibit A). The bidder understands proposed delivery times longer than stated above may be grounds for rejection of bid.

The Bidder agrees to deliver equipment to the designated site. Exact access requirements shall be established by on-site investigation by the Bidder. Delivery shall be completed between the hours of 7:30 a.m. and 12:00 noon, or 1:00 p.m. and 3:30 p.m. Local Time, Monday through Friday, but shall not be made on legal holidays.

The Bidder acknowledges and accepts the responsibility to place the equipment on permanent foundations furnished by the Owner. The Bidder acknowledges and accepts the responsibility to conduct the required field testing, after external connections are made and prior to final acceptance by the Owner. The Bidder acknowledges there may be a delay between the date the equipment arrives at the substation site and the date field testing can begin.

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1.7. Shipping Details

INCO terms considered are per Bid Summary.

Cost based on:

- Shipping **under dry air** by rail to nearest rail siding
- Getting rail clearance on regular train only.
- Having clear access to the substation with road trailer used to move from nearest rail siding to site.
- Getting road trailer within 30 feet from the pad for offloading;
- Not transloading the transformer to a shorter highway trailer due to lack of access within the substation to the pad.
- Having clear access to the pad for offloading, not jacking up the transformer more than 2 feet to skid it off the trailer to the pad.
- Not rotating the transformer on site or pad.
- Having good ground conditions within the substation to withstand the highway trailer with transformer and skidding system.
- Does not include route survey, route engineering study, repair of roads, and utilities and police escorts. This, if required, are at costs plus 15% Adm fee.
- Does not included engineering stamped offloading drawings/lift plan. These, if required, will be at costs plus 15%.

Please note extra charges, if we need to drop the oil tanker.

- Two free hours for offloading on site. Thereafter a charge of CAD 150.00 per hour will apply.
- Trailer detention costs: CAD 250.00 per day/per tank
- Layover fee - CAD 1,300.00 per day/ per tank

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1.8. Standard Field Service Rates

The following rates are applicable for personnel working within North America. Prices are subject to change.

Per Diem: $2,050.00 per workday. This rate includes all time worked or traveled during a normal eight (8) hour work day or fraction thereof. A work day is considered any consecutive eight-hour period Monday to Friday (holidays excluded) with an allowance for lunch. Per Diem rate includes local traveling and living expenses only. It does not include the cost of airfare or transportation to/from the job site and personnel headquarters. All hours worked or traveled in excess of eight hours per weekday and all hours on Saturdays, Sundays, and holidays will be billed at the applicable hourly/overtime rates.

Hourly: $190.00 per hour or any fraction thereof. The hourly rate is applicable to all regular workday time, including travel time 00 and time at the job site whether worked or not. A weekday is considered any consecutive eight-hour period Monday to Friday (holidays excluded) with an allowance for lunch.

Overtime: $285. per hour or any part thereof. This rate is applicable to all hours worked in excess of eight (8) hours on weekdays (holidays excluded), and all time worked or traveled on Saturdays.

Sunday & Holiday: $385.00 per hour or any part thereof. This rate is applicable to all hours worked or traveled on Sundays or holidays.

Standby: When personnel are prevented or unable to perform the services requested on the jobsite because of circumstances beyond their control, the purchaser will be billed at the applicable rate.

Time Off: The minimum time off for personnel during one 24-hour period shall be eight (8) hours.

Travel: Traveling time and expenses for each service person includes leaving and returning to headquarters. The maximum billing for traveling time at the applicable rate shall be eight (8) hours per individual for any one calendar day.

TRAVEL & LIVING EXPENSES

Hourly rates do not include any travel or living expenses.
Transportation costs to/from the jobsite and personnel headquarters shall be billed at cost.
Auto travel to/from the jobsite and headquarters, will be billed at a rate of $0.75 per kilometer.
Copies of invoices shall be supplied.

DocuSign

Certificate Of Completion

Envelope Id: FB1D20EE6B3B42F782497D456F96B416
Status: Completed
Subject: Transformers, PTI Transformers LP (ELE 230196)
Source Envelope:
Document Pages: 99
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Brittany Craven
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
biverson@ocalafl.org
IP Address: 216.255.240.104

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Pool: StateLocal

Storage Appliance Status: Connected
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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: 9/1/2023 12:07:41 PM Resent: 9/6/2023 1:57:53 PM Viewed: 9/6/2023 3:19:52 PM Signed: 9/6/2023 3:23:42 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Brett Todd btodd@ptitransformers.com General Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Brett Todd AADD9E075F774EC... Signature Adoption: Pre-selected Style Using IP Address: 205.200.77.138	Sent: 9/6/2023 3:23:44 PM Viewed: 9/6/2023 3:24:20 PM Signed: 9/6/2023 3:28:26 PM
Electronic Record and Signature Disclosure: Accepted: 9/6/2023 3:24:20 PM ID: b5c17710-d825-465d-a360-12140dfc6619		
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: 9/6/2023 3:28:28 PM Viewed: 9/6/2023 3:39:44 PM Signed: 9/6/2023 3:40:08 PM
Electronic Record and Signature Disclosure: Accepted: 2/22/2023 9:50:44 PM ID: 14e56788-1409-4fcd-8b7c-ddcc68b32a87		
Angel B. Jacobs ajacobs@ocalafl.gov April 19 City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs F82769461C4E4E5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 9/6/2023 3:40:10 PM Viewed: 9/6/2023 3:43:37 PM Signed: 9/6/2023 3:43:56 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/1/2023 12:07:41 PM
Certified Delivered	Security Checked	9/6/2023 3:43:37 PM
Signing Complete	Security Checked	9/6/2023 3:43:56 PM
Completed	Security Checked	9/6/2023 3:43:56 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Item Details

File Number: 2023-1354

ID #:	2023-1354	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	8	**In Control:**	City Council
				File Created:	06/22/2023
Presented By: :				**Final Action:**	08/15/2023

rmal Title: Approve the purchase of two autotransformers from PTI Transformers, Inc. in an amount not to exceed $8,070,340

Internal Notes:

Target Meeting: 08/15/2023

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - Transformers, PTI Transformers LP (ELE 230196), Bid Tabulation - ITB/ELE/230196, PTI Transformers Proposal - ITB/ELE/230196, PTI Transformers Pricing Information - ITB/ELE/230196

Enactment Number:

:ommendation:

Hearing Date:

Entered by: lcrouthamel@Ocalafl.org

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/15/2023	Approved				Pass

Action Text:

Notes: Director of Electric Utility Doug Peebles clarified the pre-pandemic costs with Council Member Musleh. The City budgeted $3.5 million before the pandemic inflated costs. The autotransformers are critical for the department's operations. He explained the autotransformers take two years to build.

Procurement & Contracting Officer Daphne Robinson confirmed the contract does not have an $8 million requirement; the vendor can submit a bid over $8 million.

Mr. Peebles reiterated the critical need for autotransformers.

Ms. Robinson confirmed the previously issued solicitation received over budget bids with Council Member Dreyer. The City resolicited outside of North America to receive an economically feasible bid.

Mr. Peebles confirmed the Engineering Department drafted the design with Council Member Mansfield.

Ms. Robinson stated the City will reach out to the vendor to see if they have changed their bid.

City Attorney Sexton read the contract to Council. He confirmed the CPI-U (Consumer Price Index for All Urban Customers) is directly related to the transformer cost.

Ms. Robinson confirmed the vendor submitted a payment schedule with their bid documents. She noted the vendor's proposed bid must be supported by the CPI-U data; the City is assuming the risks.

Deputy Director of Electric Chad Lynch explained the FRED number to Council. If the City receives a bid over $8 million, the City must come before Council for approval.

Council Member Dreyer requested the City monitor the FRED number and provide updates to Council.

City Attorney Sexton clarified the cancellation costs.

Mr. Lynch noted the FRED number does not drastically fluctuate.

Mr. Lee commented informational updates will be provided to Council.

There being no further 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 2023-1354

Submitted By: Lisa M. Crouthamel

Presentation By: Doug Peebles

..end
Department: Electric Utility

STAFF RECOMMENDATION (Motion Ready):

Approve the purchase of two autotransformers from PTI Transformers, Inc. in an amount not to exceed $8,070,340

..end

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
Bid released to Public: 4/13/23

BACKGROUND:
Dearmin substation is located in the Southeast quadrant of the City's electrical system. This substation is one of three substations that house autotransformers. Dearmin substation houses two 230kV autotransformers that are 45 years old and projected to exceed their maximum limit by 2027. These autotransformers convert 230,000 volts (230kV) to 69,000 volts (69kV), then transmit to all other substations. Reliability planning for future load growth requires replacing the existing transformers with upgraded transformers.

FINDINGS AND CONCLUSIONS:
On April 13, 2023, the City issued its Invitation to Bid ("ITB") No.: ELE/230196 Autotransformers- Dearmin Substation to the public. The bid closed on May 30, 2023, with two vendors submitting bids. PTI Transformers, Inc. was found to be the lowest bidder meeting all required specifications.

FISCAL IMPACT:
Funding for this project is budgeted in account #332-032-167-531-69-65010.

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

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

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

PTI Transformers LP

101 Rockman Street

Winnipeg MB R3T 0L7
CANADA

T: 204-452-7446 F: 204-453-8644
W www.ptitransformers.com

Field Service Price Schedule

PS Number	PS Date	Page
FS - 230885-886	**15-May-2026**	**1/1**

Customer Number	Customer Order No.
1020913	**CONTRACT# ELE/230196**

Currency	Sales Agent
USD	

Project Number	Sales Order Number
RA23.0885-6	**3150830-31**

Bill To

Ocala Electric Utility
1805 NE 30th Avenue, Bldg. 400
Ocala, Florida 34470
USA

Ship To

Ocala Electric Utility
Dearmin Substation
2779 SE 36th Avenue
Ocala FL 34471
USA

Description	Quantity	UoM	Price	Total
Contractor (Aubrey Silvey Enterprises, Inc.) assembly cost	2	EA	145,000.00	290,000.00
Receiving Inspection	1	EA	18,000.00	18,000.00
PTI Supervisory cost	2	EA	29,250.00	58,500.00

Price Schedule Amount	**USD 366,500.00**
Exempt	**USD 0.00**
Total Amount:	**USD 366,500.00**

Estimated Assembly Date **Oct. 01 2026**

CANADA'S BEST MANAGED COMPANIES Platinum member

Field Services Schedule

Mobilization

FS - Schedule RA23.0885	Nov 1, 2026	Nov 2, 2026	Nov 3, 2026	Nov 4, 2026	Nov 5, 2026	Nov 6, 2026	Nov 7, 2026	Nov 8, 2026	Nov 9, 2026	Nov 10, 2026	Nov 11, 2026	Nov 12, 2026	Nov 13, 2026
Site Setup & Safety													
Pre-Work Inspections													
HV Bushings Install													
LV & Neutral Bushings													
Radiators & Fans													
Conservator & Accessories													
Pressure test (24 h)													
Vacuum Process (24 h)													
Vacuum Oil Fill													
Oil Adjustment & Leak Check													
Commissioning Testing (Start)													
Commissioning Testing (Finish) & Demob													

FS - Schedule RA23.0886	Nov 29, 2026	Nov 30, 2026	Dec 1, 2026	Dec 2, 2026	Dec 3, 2026	Dec 4, 2026	Dec 5, 2026	Dec 6, 2026	Dec 7, 2026	Dec 8, 2026	Dec 9, 2026	Dec 10, 2026	Dec 11, 2026
Site Setup & Safety													
Pre-Work Inspections													
HV Bushings Install													
LV & Neutral Bushings													
Radiators & Fans													
Conservator & Accessories													
Pressure test (24 h)													
Vacuum Process (24 h)													
Vacuum Oil Fill													
Oil Adjustment & Leak Check													
Commissioning Testing (Start)													
Commissioning Testing (Finish) & Demob													

Project No.	Project Name	Sales Order	Description		Budget Price
RA23.0885	City of Ocala	3150830	Transformer Freight		$ 162,800.00
			Oil Freight		$ 23,111.55
			Offloading		$ 102,300.00
				Total	$ 288,211.55
RA23.0886	City of Ocala	3150831	Transformer Freight		$ 162,800.00
			Oil Freight		$ 23,111.55
			Offloading		$ 102,300.00
				Total	$ 288,211.55
			GRAND TOTAL FOR BOTH UNITS		**$ 576,423.10**

File #: 2026-1675 Agenda Item #: 10b.

Submitted By: Matthew Stanley

Presentation By: Sean Lanier

Department: Water & Sewer

STAFF RECOMMENDATION (Motion Ready):
Contract with Robert Daniel Dean, Sr., doing business as C & M Lawncare and Tree Service for grounds maintenance services at Ocala Wetland Recharge Park in an amount not to exceed $110,250

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
04/30/2026

BACKGROUND:
The Water Resources Department (Department) operates the 60-acre Ocala Wetlands Recharge Park located at 2105 NW 21st Street in Ocala. The park features approximately 30 acres of grassy areas, pathways, and exhibit areas that require regular mowing, edging, and trimming.

FINDINGS AND CONCLUSIONS:
On April 30, 2026, the City issued an Invitation to Bid (ITB) No. WRS/260709 for the provision of this work. Eleven vendors responded to the solicitation. The lowest bidder meeting all requirements was Robert Daniel Dean, Sr., doing business as (D/B/A) C & M Lawncare and Tree Service. The initial three-year term of this agreement will commence July 22, 2026, and end on July 21, 2029, with two one-year renewal options available.

Bidder Name	Office Location	Total 3-year Bid Amount
C & M Lawn Care and Tree Service	Ocala, FL	$ 105,875.00
5 Additional Supplemental Mowings		$ 4,375.00
Total Bid Amount including optional supplemental mowing (5 mows)		**$ 110,250.00**
Extreme Enterprises of Marion County	Ocala, FL	$ 136,342.00
5 Additional Supplemental Mowings		$ 5,464.25
Total Bid Amount including optional supplemental mowing (5 mows)		**$ 141,806.25**
JCM Outdoor Services, LLC	Anthony, FL	$ 163,540.00
5 Additional Supplemental Mowings		$ 6,560.00
Total Bid Amount including optional supplemental mowing (5 mows)		**$ 170,100.00**
Outdoor Living Southeast, Inc.	Valdosta, GA	$ 180,350.00
5 Additional Supplemental Mowings		$ 7,350.00
Total Bid Amount including optional supplemental mowing (5 mows)		**$ 187,700.00**
ESB Light, LLC	Minneola, FL	$ 181,500.00
5 Additional Supplemental Mowings		$ 8,000.00
Total Bid Amount including optional supplemental mowing (5 mows)		**$ 189,500.00**
Southern Lawn Care Mid Florida, Inc.	Anthony, FL	$ 181,600.00
5 Additional Supplemental Mowings		$ 7,475.00
Total Bid Amount including optional supplemental mowing (5 mows)		**$ 189,075.00**
Solo Cats Services	Ocala, FL	$ 193,750.00
5 Additional Supplemental Mowings		$ 7,875.00
Total Bid Amount including optional supplemental mowing (5 mows)		**$ 201,625.00**
Three Ponds Rental, LLC	Ocala, FL	$ 201,200.00
5 Additional Supplemental Mowings		$ 8,250.00
Total Bid Amount including optional supplemental mowing (5 mows)		**$ 209,450.00**
Waterway Development and Construction	Ocala, FL	$ 269,830.00
5 Additional Supplemental Mowings		$ 10,000.00
Total Bid Amount including optional supplemental mowing (5 mows)		**$ 279,830.00**
Earthscapes Unlimited, Inc.	Coleman, FL	$ 312,913.95
5 Additional Supplemental Mowings		$ 12,728.95
Total Bid Amount including optional supplemental mowing (5 mows)		**$ 325,642.90**
The Land Gator, LLC	Alachua, FL	$ 423,500.00
5 Additional Supplemental Mowings		$ 17,500.00
Total Bid Amount including optional supplemental mowing (5 mows)		**$ 441,000.00**

Staff recommends approval of this Agreement with Robert Daniel Dean, Sr. D/B/A C & M Lawncare and Tree Service.

FISCAL IMPACT:
The Water Resources Department has sufficient funds in the budget for Fiscal Years 2026 and 2027 in account string 455-030-349-537-53-34010. The Department will budget annually to cover costs for future years.

PROCUREMENT REVIEW:
These services were procured in compliance with the City's procurement policy.

LEGAL REVIEW:

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

AGREEMENT FOR GROUNDS MAINTENANCE SERVICES – OCALA WETLANDS RECHARGE PARK

THIS AGREEMENT FOR GROUNDS MAINTENANCE SERVICES – OCALA WETLANDS RECHARGE PARK ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ROBERT DANIEL DEAN, SR. D/B/A C & M LAWNCARE AND TREE SERVICE,** a sole proprietorship duly organized and authorized to do business in the state of Florida (EIN:42-1842924) ("Contractor").

WHEREAS, on April 30, 2026, City issued an Invitation to Bid for the provision of grounds maintenance services for the Ocala Wetlands Recharge Park, ITB No.: WRS/260709 (the "Solicitation"); and

WHEREAS, eleven (11) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by C & M Lawncare and Tree Service, was found to be the lowest responsive bidder; and

WHEREAS, Contractor was chosen as the intended awardee to provide grounds maintenance services in the Ocala Wetlands Recharge Park (the "Project"); and

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

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

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

      Exhibit A: Scope of Work (A-1 through A-7)
      Exhibit B: Price Proposal (B-1)
      Exhibit C: Map (C-1)

      If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C.
3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor an amount no greater than **ONE HUNDRED TEN THOUSAND, TWO HUNDRED FIFTY AND NO/100 DOLLARS ($110,250)** (the "Contract Sum")

over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.

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

B. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Department of Water Resources** 1805 NE 30th Avenue, Bldg. 600, Ocala, Florida 34470, Attn: **Matthew Stanley**, E-Mail: mstanley@ocalafl.gov. Telephone: 352-351-6774.

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

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

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

F. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to

Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **JULY 22, 2026** and continue in effect for a term of **THREE (3) YEARS**, through and including **JULY 21, 2029** (the "Term"). This Agreement may be renewed for up to **TWO (2)** additional **ONE (1) YEAR** periods by written consent between City and Contractor.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
   A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
   B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
      (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
      (2) Contractor provides material that does not meet the specifications of the Agreement;
      (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
      (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.
   B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
   C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
      (1) City shall be entitled to terminate this Agreement without further notice;
      (2) City shall be entitled to hire another Contractor to complete the required work in accordance with the needs of City;
      (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
      (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.
   D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Contractor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
   E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City

Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

9. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
10. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
12. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:
    A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
    B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
    C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
    D. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount

provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
    A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
    C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
    D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
    E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
14. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.
    A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.
    B. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.
    C. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.
15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.
17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per

occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

18. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.
    C. Policy must include coverage for contractual liability and independent contractors.
    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
    A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
    B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
    C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
20. **ADDITIONAL INSURANCE REQUIREMENTS.**
    A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
    B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
    C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates

and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

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

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

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

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

21. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;

B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

24. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

25. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture

relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

26. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.

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

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

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

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

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

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

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF

THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

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

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

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

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

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

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

36. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or

volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

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

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

If to Contractor:	C & M Lawncare and Tree Service Attention: Robert Dean, Sr. 1247 NE 22nd Street Ocala, Florida, 34470 Phone: 352-299-0882 E-mail: deanrobert137@gmail.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

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

40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
44. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
48. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

49. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
50. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
51. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Ire J. Bethea Sr.
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

C & M LAWNCARE AND TREE SERVICE

_____

By: _____
(Printed Name)

Title: _____
(Title)

BACKGROUND

1. The City of Ocala owns the Ocala Wetlands Groundwater Recharge Park located at 2105 NW 21st Street, Ocala FL 34475. These sixty (60) acres property contains approximately thirty (30) acres of grassy areas that need to be mowed and trimmed annually on a scheduled basis.
2. Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, and all other things necessary for Contractor to provide mowing services for this property.
3. All work must be coordinated with City Project Manager, Matthew Stanley, Conservation Supervisor of Water Resources, Telephone 352-351-6772, E-mail: Mstanley@ocalafl.gov.
4. Contractor must provide a valid telephone number and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to leave a message.
5. Contractor shall perform 80% of the work with their own workforce.

SUMMARY OF WORK

1. Mow approximately 30 acres of the Ocala Wetland Recharge Park inside fence line.
2. Mow easement on NW 21st Street outside of south fence line.
3. Mow and trim the bank area down to the water's edge. Due to wet conditions and the steep slope, a star-blade trimmer attachment is the required method for this work. Any alternative equipment or method must receive prior written approval from the City Project Manager. During wildlife nesting season, March 1 through June 30, the Contractor shall maintain a 1 to 2 foot unmowed buffer at the water's edge of all retention cells containing water. Buffer follows the current waterline at the time of each visit. The buffer period ends on June 30 unless the City Project Manager provides written notification of an extension.

Continued on next page.

4. Below is a photo example of how the water's edge must look throughout the park.

5. Mow and trim around the three overlooks.
6. Mow and string trim entire parking lot area. Use blower to clear area after work.
7. Edge both sides of the 2.5 miles of paved trail. Use blower to clear area after work.
8. String trim around sign poles, exhibits, buildings, and around trees.
9. String trim along railings.
10. String trim along inside of fence lines and outside of south and west fence lines.
11. Mow open area of Cell 2 north and south of boardwalk, except during wildlife nesting season (March 1 through June 30), the open grassed areas of Cell 2 shall be allowed to grow naturally. Contractor shall return Cell 2 to regularly maintained condition upon end of nesting season, or written notification from City Project Manager.
12. An 8-foot maintained buffer shall be kept around all boardwalk edges at all times, regardless of season to prevent vegetation from growing under, into, or onto the boardwalk structure.
13. Sidewalks and curbs must be **properly edged** (provide edge line with power equipment).
14. Litter such as any trash and debris must be picked up and disposed of properly.
15. Clean/mow around each tree.
16. After completion of each location, Contractor shall take a cellphone photo using the Solocator or Timestamp cell phone app of the property, and e-mail to the City-designated e-mail address. Contractor shall submit daily as each location is completed. Photo locations are predetermined and

defined by the City Project Manager, Matthew Stanley (Mstanley@ocalafl.gov), on the reference map provided at contract initiation. All Photo locations must be properly documented at every visit, without exception.

All mowing locations must have the line-item number attached to each photo using the Solocator or Timestamp apps. Please visit:

www.solocator.com or www.timestampcamera.com for details.

17. Five (5) optional supplemental mows may be authorized by the City Project Manager at the unit bid price, in addition to the regular scheduled mowing cycle. These are not tied to any specific month and are available for use at the City's discretion.
18. Use all appropriate safety gear and personal protective equipment to ensure worker safety. Work in pairs ("buddy system") when mowing near the water's edge for safety.
19. **No equipment shall be driven on the boardwalks.**
20. Contractor shall mow and edge around all entry way landscaping and trail landscaping at every scheduled visit. Contractor shall not disturb existing mulch or plantings.
21. Be kind and courteous to park users.

INITIAL SERVICE LINE ITEM

1. Phase 1 – Initial Site Preparation. Contractor will provide an initial service bringing the property to a maintainable state, prior to beginning Phase 2. This work shall include:
   a) Removing vines, moss, and other growth from fence.
   b) Clean up the North side of the property along the fence.
   c) Clean up overgrowth around park entry way landscaping and along trail landscaping areas.
2. Phase 2 – Shall be completed at the first scheduled visit on or after July 1, but not earlier. City Project Manager must approve Phase 1 completion before water's edge work transitions to the regular maintenance schedule. The work shall include:
   a) Clean-up around water's edge of all retention cells / clean up scrub and underbrush, leaving 1-inch diameter trees and large growth near water's edge.

ACCESS & PARKING

1. Contractor must enter through the rolling gate located at the NW corner of the park.
2. A City of Ocala Master Lock key will be provided to the awarded Contractor for access.
3. Contractor must stage, park, and keep their equipment on the center dirt path in the center of the park referred to as "Broadway".

DEFINITIONS

1. **Trash** is defined as anything loose and useless (examples but not limited to) bottles, cans, paper, plastic bags, plastic bottles, plastic food wrappers, and Styrofoam cups and plates.
2. **Debris** is defined as objects lying on the ground in an area to be mowed that is mostly organic (examples but not limited to) tree limbs less than six (6) inches in diameter and smaller than six (6)

feet in length, tree branches, twigs, hedge clippings, and sapling trimmings. One (1) or two (2) broken concrete blocks would qualify as debris, but an abundance of blocks would be the City's responsibility to move. If Contractor finds large items such as old tires, concrete blocks, old chairs or sofas, dead car batteries, etc., on a site to be mowed, Contractor shall contact the City Project Manager to report the findings and the City will remove and properly dispose of the debris. Otherwise, it is the Contractor's responsibility to remove and properly dispose of the debris before mowing.

MINIMUM REQUIRED EQUIPMENT/EXPERIENCE

1. Three mowers – Zero Turn (equipment typically used is 50" zero turn mowers)
2. Two weed or string trimmers - is the minimum. Contractor shall provide additional trimmers as needed to meet the completion window.
3. One edger - is the minimum. Contractor shall provide additional edging equipment as needed to meet the completion window.
4. One blower
5. One star blade trimmer is required on site at every visit. Use is condition-dependent, but equipment must be present at all times.
6. Contractor shall provide sufficient equipment and staffing to complete all line items within the required 2 to 3 consecutive working day completion window. Contractor shall scale their own equipment and crew size as necessary at no additional cost to the City.
7. Contractor must have a minimum of three (3) years of experience in mowing and landscaping and shall perform at least 80% of the work with their own forces.

CONTRACTOR RESPONSIBILITIES

1. Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
2. Contractor shall be responsible for all damage incurred to any water sprinkler systems, shrubs, trees, etc. while performing grounds maintenance services. All damages shall be immediately reported to the City Project Manager who will determine the need for replacement and/or repairs. All replacement and/or repairs for damage done by Contractor tor shall be performed at no cost to the City. Any damaged ground sprinklers shall be repaired immediately to comply with water conservation regulations.
3. Contractor is responsible for 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.
4. 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.
5. **Cleanup:** Contractor shall always keep the premises free from accumulation of waste materials and rubbish caused by operations and employees.

6. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition. Work site will be completely cleaned after each day of work.
7. Contractor shall dispose of debris in a legal manner.
8. **Safety:** 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.
9. 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.
10. Storage and adequate protection of all material and equipment will be Contractor's responsibility.
11. Contractor shall notify City Project Manager by phone or email on the same day work is suspended due to inclement weather. Written request for weather extension shall be submitted within 24 hours of suspension. Failure to notify does not constitute an approved weather delay. Inclement weather does not relieve Contractor of the obligation to fully complete each visit before the next scheduled visit begins.
12. Contractor must pick up trash and debris in and around the area to be mowed (including fence lines) before mowing and properly dispose of it so it is not chopped up by the mower. Contractor is responsible for a clean area (free of trash and debris) with a neat appearance, even cut and no clumps of grass to remain in the mowed areas.
13. Upon completion of mowing at each area, Contractor shall blow all clippings, debris, and cuttings form all hard surfaces including but not limited to the parking lot, paved trail, sidewalks, and boardwalk areas before leaving that area. Blowing is a required completion step, and no area shall be considered complete until it has been performed.
14. Backflow assemblies are located in various areas throughout the City. In the event a backflow assembly unit is damaged or destroyed by Contractor, the Contractor shall be liable for all damages and shall be responsible for any costs associated with the repair or replacement of the unit(s). Contractor's employees shall always have a wrench in their possession to shut off the water, should damage occur to a backflow assembly.
15. Each scheduled mowing visit shall be considered complete only when all line items in the Summary of Work have been fully performed. Partial completion does not constitute fulfillment of that visit's requirements. Contractor shall complete each full visit within two to three consecutive working days under normal conditions. Inclement weather does not relieve Contractor of the obligation to fully complete the visit before the next scheduled visit begins.
16. Water meter damage should be reported to the Water Resources Department (352) 351-6772. Repairs must be made within 48 hours of damage occurrence, with the exception of utility-related repairs, which must be completed as soon as possible.

MOWING

1. Mow at a height of three (3) to four (4) inches for Bahia grass and three and a half (3.5) to four (4) inches for St. Augustine grass. Mowing below these height requirements constitutes scalping and is

prohibited. Mowing shall not be performed on saturated or wet ground to prevent rutting and uneven cuts.

2. All mowing shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Any change to days and/or times must be approved by the City Project Manager. There will be no mowing on City-observed holidays as City staff will not be present to supervise. The City Project Manager will provide the Contractor with a list of City-observed holidays. No weekend work is permitted. Contractor shall immediately notify the City Project Manager of any emergencies that arise during the performance of work.
3. Proper equipment must be used to mow city sites to prevent scalping, rutting, or cutting off tops of slopes with mowing equipment, causing soil erosion.
4. All equipment must be properly maintained with sharp blades, so the grass is cut and not torn, to prevent damage to the grass plants.
5. Five (5) optional supplemental mows may be authorized by the City Project Manager at the unit bid price, in addition to the regular scheduled mowing cycle. These are not tied to any specific month and are available for use at the City's discretion.

Mow all grassed areas by the frequencies indicated below.

Month	Cuts Per Month
January	2
February	2
March	2
April	4
May	4
June	4
July	4
August	4
September	4
October	4
November	4
December	2
TOTAL	**40**
Supplemental (Optional — not month specific)	*Up to 5 at bid unit price*

Per month schedule:

- 40 Cuts per year
- December, January, February, and March: mow and trim entire park twice per month. Two (2) mowings per month shall be scheduled at any time during the indicated months.
- April, May, June, July, August, September, October, and November: mow and trim entire park once per week. One (1) mowing per week shall be scheduled anytime during the indicated months.

- Five (5) optional supplemental mows may be authorized by the City Project Manager at the unit bid price, in addition to the regular scheduled mowing cycle. These are not tied to any specific month and are available for use at the City's discretion.
- **The City of Ocala reserves the right to change the schedule as needed.**

MISCELLANEOUS

1. Weed trimming shall be done in areas inaccessible by mowers (fence lines, trees, signs, etc).
2. Grass debris shall never be blown, deposited, or left in a manner that allows them to enter any retention cell, water body, or drainage area within the park. This is an environmental requirement specific to the Ocala Wetlands Groundwater Recharge Park and will be strictly enforced. Grass clippings shall be blown away from roadways. Contractor shall ensure all cuttings are kept off the streets and sidewalks.
3. Sidewalks shall be edged. Contractor shall provide proper edging techniques and equipment to edge all curbs and sidewalks; gas-powered edging tools are required.
4. Contractor shall deliver a complete, consistently maintained property at the conclusion of every visit. All mowed areas shall have an even cut with no missed strips, uneven passes, clumps, or visible lines. All trimmed, edged, and blown areas shall be free of debris and present a clean finished appearance.
5. Contractor must immediately report sinkholes to the Water Resources Department (352- 351- 6772).
6. Contractor must have at least one crew member who communicates fluently in English.
7. Properties having gates: Contractor shall report to the City Project Manager any gates needing repair for failure to close, open, or lock.
8. Contractor's employees shall always wear shirts or have a badge that identifies the company, and all trucks belonging to Contractor must bear the company's name.
9. When working near roadways, the employee shall wear an FDOT (Florida Department of Transportation) approved vest and place FDOT-approved safety cones and FDOT-approved "**Men Working Signs**" in front of, and behind, company vehicles.
10. All walking trails and/or sidewalks in or around the right of ways shall be free of grass clippings and weeds. Edging required.
11. ***Add bag litter picked up an amount*** *to each invoice submitted. At the top of the invoice.*

EXHIBIT B - PRICE PROPOSAL	CONTRACT# WRS/260709

Bidder name	Bidder Location
C & M TREE SERVICE AND LAWN CARE	OCALA, FL

OCALA WETLANDS RECHARGE PARK MOWING

ITEM	DESCRIPTION	UOM	Cuts Per Year	Cost Per Cut	EXTENDED COST
1	Phase 1 - Initial Site Preparation to bring the property to a maintainable state, prior to beginning regular mowing cycle.	LS	1	$ 875.00	$ 875.00
2	Regular Mowing and Maintenance of Park	Each	40	$ 875.00	$ 35,000.00
				TOTAL BID AMOUNT (YEAR 1)	$ 35,875.00
				3-YEAR CONTRACT AMOUNT (Year 1 = Phase 1 + Mowing and Maintenance, Year 2 and 3 = Mowing and Maintenance) - ENTER THIS AMOUNT IN ProRFx FOR TOTAL BID AMOUNT	$ 105,875.00

OPTIONAL LINE ITEMS

ITEM	DESCRIPTION	UOM	Cuts Per Year	Cost Per Cut	EXTENDED COST
3	Supplemental Mowing	Each	5	$ 875.00	$ 4,375.00

$ 110,250.00

NW 28TH ST
NW 27TH ST
NW 19TH AVE
Legend
Number ID
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
Points of Interest
Name
BATHROOM / WATER STATION
OVERLOOK
Walk Path
Name
ALLIGATOR LOOP - 0.86 MI
APPLE SNAIL LOOP - 0.70 MI
BULLFROG LOOP - 0.66 MI
BRIDGE
TRAIL
PARKING
Pine Oaks of Ocala Municipal Golf Course
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c)

BID TABULATION & NOTICE OF INTENT TO AWARD

Bid Name: **OCALA WETLANDS RECHARGE PARK MOWING**
Quotes #: 11
Vendors Notified: 18,859

Solicitation: **WRS/260709**
Buyer: Caley Conard
Buyer Email: cconard@ocalafl.gov
Buyer Phone: 352-629-8399

6/23/2026- Notice of Intent to Award to **C & M Lawncare and Tree Service, pending Council approval**

Bidder Name	Office Location	Total 3-year Bid Amount
C & M Lawn Care and Tree Service	Ocala, FL	**$ 105,875.00**
5 Additional Supplemental Mowings		**$ 4,375.00**
Total Bid Amount including optional supplemental mowing (5 mows)		**$ 110,250.00**
Extreme Enterprises of Marion County	Ocala, FL	$ 136,342.00
5 Additional Supplemental Mowings		$ 5,464.25
Total Bid Amount including optional supplemental mowing (5 mows)		**$ 141,806.25**
JCM Outdoor Services, LLC	Anthony, FL	$ 163,540.00
5 Additional Supplemental Mowings		$ 6,560.00
Total Bid Amount including optional supplemental mowing (5 mows)		**$ 170,100.00**
Outdoor Living Southeast, Inc.	Valdosta, GA	$ 180,350.00
5 Additional Supplemental Mowings		$ 7,350.00
Total Bid Amount including optional supplemental mowing (5 mows)		**$ 187,700.00**
ESB Light, LLC	Minneola, FL	$ 181,500.00
5 Additional Supplemental Mowings		$ 8,000.00
Total Bid Amount including optional supplemental mowing (5 mows)		**$ 189,500.00**
Southern Lawn Care Mid Florida, Inc.	Anthony, FL	$ 181,600.00
5 Additional Supplemental Mowings		$ 7,475.00
Total Bid Amount including optional supplemental mowing (5 mows)		**$ 189,075.00**
Solo Cats Services	Ocala, FL	$ 193,750.00
5 Additional Supplemental Mowings		$ 7,875.00
Total Bid Amount including optional supplemental mowing (5 mows)		**$ 201,625.00**
Three Ponds Rental, LLC	Ocala, FL	$ 201,200.00
5 Additional Supplemental Mowings		$ 8,250.00
Total Bid Amount including optional supplemental mowing (5 mows)		**$ 209,450.00**
Waterway Development and Construction	Ocala, FL	$ 269,830.00
5 Additional Supplemental Mowings		$ 10,000.00
Total Bid Amount including optional supplemental mowing (5 mows)		**$ 279,830.00**
Earthscapes Unlimited, Inc.	Coleman, FL	$ 312,913.95
5 Additional Supplemental Mowings		$ 12,728.95
Total Bid Amount including optional supplemental mowing (5 mows)		**$ 325,642.90**
The Land Gator, LLC	Alachua, FL	$ 423,500.00
5 Additional Supplemental Mowings		$ 17,500.00
Total Bid Amount including optional supplemental mowing (5 mows)		**$ 441,000.00**

File #: 2026-1682 Agenda Item #: 10c.

Submitted By: Laurie Hornberger

Presentation By: Sean Lanier

Department: Water & Sewer

FORMAL TITLE:
Second amendment to contract with Polydyne, Inc. for liquid polymer supply and delivery services at Water Treatment Plant No. 1, Water Reclamation Facility No. 2, and Water Reclamation Facility No. 3 with an estimated aggregate expenditure of $250,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Liquid polymer is used at Water Treatment Plant No. 1 (WTP#1) to help remove calcium hardness from the raw water. At Water Reclamation Facility No. 2 (WRF#2) and Water Reclamation Facility No. 3 (WRF#3), liquid polymer is used to dewater biosolids before hauling and disposal in a landfill.

On November 21, 2023, City Council approved the original two-year agreement with Polydyne, Inc., Contract No. WRS/230496, beginning November 1, 2023, and ending October 31, 2025. On June 17, 2025, City Council approved the first renewal, beginning November 1, 2025, and ending October 31, 2026.

FINDINGS AND CONCLUSIONS:
The Water Resources Department is requesting approval of this second renewal of Contract No. WRS/230496, utilizing Polydyne, Inc. to provide liquid polymer supply and delivery services. Polydyne is maintaining its original pricing for this second and final renewal: WTP #1 - $1.70 per liquid pound; WRF #2 and WRF #3 - $ 1.80 per liquid pound.

Staff recommends approval of the second amendment to Contract No. WRS/230496 with Polydyne, Inc. for the final one-year renewal, beginning November 1, 2026, and ending October 31, 2027.

FISCAL IMPACT:

Funding for this contract is encumbered in Fiscal Year 2025-26 and budgeted for Fiscal Year 2026-2027 in the following account strings:

- WTP #1: 455-030-301-533-53-52010 $42,000
- WRF #2: 455-030-305-535-53-52010 $159,000
- WRF #3: 455-030-308-535-53-52010 $49,000

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

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

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

SECOND AMENDMENT TO AGREEMENT FOR LIQUID POLYMER SUPPLY AND DELIVERY SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR LIQUID POLYMER SUPPLY AND DELIVERY SERVICES ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **POLYDYNE, INC.,** a for-profit corporation duly organized in the state of Georgia and authorized to do business in the state of Florida (EIN: 34-1810283) ("Contractor").

WHEREAS, on June 26, 2025, City and Polydyne, Inc. entered into an Agreement for Liquid Polymer Supply and Delivery Services, (the "Original Agreement") City of Ocala Contract Number: WRS/230496 for a term of two (2) years from November 1, 2023, through October 31, 2025; and

WHEREAS, on August 20, 2024, City and Contractor entered into a First Amendment to Agreement for Liquid Polymer Supply and Delivery Services (the "First Amendment"), to renew the Original Agreement for the first of two (2) available one-year renewals from November 1, 2025, and ending October 31, 2026; and

WHEREAS, City and Vendor now desire to renew the Original Agreement for the final available one-year (1-year) renewal 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 Second Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one (1) year term beginning on **NOVEMBER 1, 2026,** and terminating **OCTOBER 31, 2027.**
4. **RENEWAL TERM COMPENSATION**. City shall pay Contractor a price not to exceed the maximum limiting amount of **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($250,000)** over the Renewal Term in accordance with the unit pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B- Price Proposal** as full and complete compensation for the provision of supply and delivery of liquid polymer services.

If to Contractor:

Polydyne, Inc.
Attention: Boyd Stanley
1 Chemical Plant Rd.
Riceboro, Georgia 31323
Phone: 800-848-7659
E-mail: bids@polydyneic.com

If to City of Ocala:	Jameel Barnes, Director City of Ocala, Procurement & Contracting Department 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** 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 Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
7. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Ire J. Bethea Sr.
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

POLYDYNE, INC.

_____

By: _____
(Printed Name)

Title: _____
(Title)

Docusign Envelope ID: 67B10663-7FF3-4493-BE43-05DAAB9830B5

FIRST AMENDMENT TO AGREEMENT FOR LIQUID POLYMER SUPPLY AND DELIVERY SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR LIQUID POLYMER SUPPLY AND DELIVERY SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **POLYDYNE, INC.,** a for-profit corporation duly organized in the state of Georgia and authorized to do business in the state of Florida (EIN: 34-1810283) ("Contractor").

WHEREAS, on November 29, 2023, City and Polydyne, Inc. entered into an Agreement for Liquid Polymer Supply and Delivery Services, (the "Original Agreement") City of Ocala Contract Number: WRS/230496 for a term of two (2) years from November 1, 2023, through October 31, 2025; and

WHEREAS, City and Contractor now desire to renew the first of two (2) one-year renewals available under the Original Agreement.

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

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional (1) one-year term beginning on **NOVEMBER 1, 2025,** and terminating **OCTOBER 31, 2026.** Thereafter, this Agreement may be renewed for **ONE (1)** optional **ONE (1) YEAR** period by written consent between City and Contractor.
4. **RENEWAL TERM COMPENSATION**. City shall pay Contractor a price not to exceed the maximum limiting amount of **TWO HUNDRED FIFTY THOUSAND, AND NO/100 DOLLARS ($250,000)** over the Renewal Term in accordance with the unit pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B- Price Proposal** as full and complete compensation for the provision of supply and delivery of liquid polymer services.

If to Contractor:
Polydyne, Inc.
Attention: Boyd Stanley
1 Chemical Plant Rd.
Riceboro, Georgia 31323
Phone: 800-848-7659
E-mail: bids@polydyneinc.com

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

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This 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 Agreement. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
7. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 6/26/2025.

ATTEST:

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

CITY OF OCALA

Signed by: Kristen Dreyer
382728BFAF374FC...
Kristen Dreyer
City Council President

Approved as to form and legality:

Signed by: William E. Sexton
4A55A88A8ED04F3...
William E. Sexton, Esq.
City Attorney

POLYDYNE, INC.

Signed by: Boyd Stanley
B7481AD41618478...
By: Boyd Stanley
(Printed Name)

Title: Sr. Vice-President
(Title)

Certificate Of Completion

Envelope Id: 67B10663-7FF3-4493-BE43-05DAAB9830B5
Status: Completed
Subject: First Amendment to Agreement for Liquid Polymer Supply & Delivery Servies (WRS/230496)
Source Envelope:
Document Pages: 2
Signatures: 4
Envelope Originator:
Certificate Pages: 5
Initials: 0
Porsha Ullrich
AutoNav: Enabled
110 SE Watula Avenue
EnvelopeId Stamping: Enabled
City Hall, Third Floor
Time Zone: (UTC-05:00) Eastern Time (US & Canada)
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.241.117

Record Tracking

Status: Original
6/18/2025 9:09:41 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Boyd Stanley bids@polydyneinc.com Sr. Vice-President POLYDYNE INC. Security Level: Email, Account Authentication (None)	Signed by: Boyd Stanley B7481AD4161847B... Signature Adoption: Pre-selected Style Using IP Address: 65.56.52.193	Sent: 6/18/2025 9:12:06 AM Resent: 6/18/2025 9:15:13 AM Resent: 6/23/2025 12:15:13 PM Viewed: 6/25/2025 10:14:52 AM Signed: 6/25/2025 11:47:31 AM
Electronic Record and Signature Disclosure: Accepted: 6/25/2025 10:14:52 AM ID: f0e618b0-5ff6-48c5-b122-825d75bd963a		
William E. Sexton wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/25/2025 11:47:33 AM Viewed: 6/25/2025 3:59:22 PM Signed: 6/25/2025 3:59:32 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Kristen Dreyer kdreyer@ocalafl.gov Council President City of Ocala Security Level: Email, Account Authentication (None)	Signed by: kristen Dreyer 382728BFAF374FC... Signature Adoption: Pre-selected Style Using IP Address: 38.34.228.248	Sent: 6/25/2025 3:59:34 PM Viewed: 6/26/2025 11:35:54 AM Signed: 6/26/2025 11:36:05 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: 6/26/2025 11:36:06 AM Viewed: 6/26/2025 11:59:51 AM Signed: 6/26/2025 12:00:04 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 6/26/2025 11:59:51 AM ID: 21149e45-3cbd-4eab-9355-ae7751860bd6		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/18/2025 9:12:06 AM
Envelope Updated	Security Checked	6/18/2025 9:15:12 AM
Envelope Updated	Security Checked	6/18/2025 9:15:12 AM
Envelope Updated	Security Checked	6/18/2025 9:15:12 AM
Envelope Updated	Security Checked	6/18/2025 9:15:12 AM
Envelope Updated	Security Checked	6/18/2025 9:15:12 AM
Envelope Updated	Security Checked	6/18/2025 9:15:12 AM
Envelope Updated	Security Checked	6/23/2025 12:15:12 PM
Envelope Updated	Security Checked	6/23/2025 12:15:12 PM
Envelope Updated	Security Checked	6/23/2025 12:15:12 PM
Envelope Updated	Security Checked	6/23/2025 12:15:12 PM
Envelope Updated	Security Checked	6/23/2025 12:15:12 PM
Envelope Updated	Security Checked	6/23/2025 12:15:12 PM
Certified Delivered	Security Checked	6/26/2025 11:59:51 AM
Signing Complete	Security Checked	6/26/2025 12:00:04 PM
Completed	Security Checked	6/26/2025 12:00:04 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Item Details

File Number: 2025-1438

ID #:	2025-1438	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	10	**In Control:**	City Council
				File Created:	06/04/2025
Presented By: :				**Final Action:**	06/17/2025

rmal Title: Approve first amendment to contract with Polydyne, Inc. for liquid polymer supply and delivery services at Water Treatment Plant No. 1, Water Reclamation Facility No. 2, and Water Reclamation Facility No. 3 with an estimated aggregate expenditure of $250,000

Internal Notes:

Target Meeting: 06/17/2025

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL- First Amendment for Liquid Polymer Supply and Delivery Services (WRS 230496), EXECUTED CONTRACT - (WRS) 230496, Council Report 11-8-23 - Polydyne

Enactment Number:

:ommendation:

Hearing Date:

Entered by: nnguyen@ocalafl.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/17/2025	Approved				Pass

Action Text:

Notes: There being no discussion the motion carried by roll call vote.

Aye: 4 Pro Tem Bethea Sr, Council Member Hilty Sr, Council Member Musleh, and Council President Dreyer

Absent: 1 Council Member Mansfield

Text of Legislative File 2025-1438

Submitted By: Rusella Bowe-Johnson
Presentation By: Sean Lanier
Department: Water & Sewer

STAFF RECOMMENDATION (Motion Ready):
Approve first amendment to contract with Polydyne, Inc. for liquid polymer supply and delivery services at Water Treatment Plant No. 1, Water Reclamation Facility No. 2, and Water Reclamation Facility No. 3 with an estimated aggregate expenditure of $250,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Liquid polymer is used at Water Treatment Plant No. 1 (WTP#1) to help remove calcium hardness from the raw water. At Water Reclamation Facility No. 2 (WRF#2) and Water Reclamation Facility No. 3 (WRF#3), liquid polymer is used to dewater biosolids before hauling. The Water Resources Department is requesting approval of this first amendment to Contract # WRS/230496, utilizing Polydyne, Inc. to provide liquid polymer supply and delivery services.

FINDINGS AND CONCLUSIONS:
The original two-year agreement with Polydyne, Inc. commenced on November 1, 2023, and is scheduled to expire on October 31, 2025. Polydyne is maintaining its original pricing for this first renewal: WTP #1 - $1.70 per liquid pound; WRF #2 and WRF #3 - $ 1.80 per liquid pound. Staff recommends approval of Contract #WRS/230496 with Polydyne, Inc. for a one-year renewal, beginning November 1, 2025, and ending October 31, 2026. Thereafter, one additional one-year renewal option will remain.

FISCAL IMPACT:
Funding for this contract is budgeted in Fiscal Year 2025-26 in the following account strings:

- WTP #1: 455-030-301-533-53-52010 $36,000
- WRF #2: 455-030-305-535-53-52010 $125,000
- WRF #3: 455-030-308-535-53-52010 $59,000

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

LEGAL REVIEW:

This amendment will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

DocuSign Envelope ID: DF9ECCFC-2CE7-49E6-A1F8-74E4F81D13BB

AGREEMENT FOR LIQUID POLYMER SUPPLY AND DELIVERY SERVICES

THIS AGREEMENT FOR LIQUID POLYMER SUPPLY AND DELIVERY SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **POLYDYNE INC.,** a for-profit corporation duly organized in the state of Georgia and authorized to do business in the state of Florida (EIN: 34-1810283) ("Contractor").

WHEREAS, on August 14, 2023, City issued an Invitation to Bid for the provision and delivery of organic polymer for the solids handling systems located at the City of Ocala Water Treatment Plant #1, Water Reclamation Facility #2, and Water Reclamation Facility #3, ITB No.: WRS/230496 (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, Polydyne Inc. was chosen as the intended awardee to provide organic polymer for the solids handling systems located at the City of Ocala Water Treatment Plant #1, Water Reclamation Facility #2, and Water Reclamation Facility #3 (the "Project"); and

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

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

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:
      Exhibit A: Scope of Work (A-1 through A-4)
      Exhibit B: Price Proposal (B-1)
      Exhibit C: Additional Documents (C-1 through C-75)

      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, (2) Exhibit B, then (3) Exhibit C.
3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor an amount no greater than **FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($450,000)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.

A. **Escalation.** Requests for price increases must be submitted no less than **NINETY (90) DAYS** prior to the end of the initial or renewal term along with justification and/or supporting documentation. Any approved price increase shall be based on the CPI-U and subject to a maximum negotiated increase of no more than **THREE PERCENT (3%)** annually unless there are mitigating market conditions.

B. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Water Resources Department**, Attn: **Robyn Preston, 1808 NE 36th Avenue, Ocala, FL 34470**, E-Mail: rbpreston@ocalafl.gov .

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

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

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

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

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM OF AGREEMENT**. This Agreement shall commence on **NOVEMBER 1, 2023** and continue in effect for a term of **TWO (2) YEARS**, through and including **OCTOBER 31, 2025** (the "Term"). This Agreement may be renewed for up to **TWO (2)** additional **ONE (1) YEAR** periods by written consent between City and Contractor.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected

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by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

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

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

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the 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 Contractor in its Bid. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, procedures, or safety precautions or programs incident Contractor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

(1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

(2) Contractor provides material that does not meet the specifications of the Agreement;

(3) Contractor fails to complete the work required within the time stipulated in the Agreement; or

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(4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

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

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

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

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide a **THIRTY (30) DAY** written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

9. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
10. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall

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be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

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

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

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14. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
15. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.
16. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
17. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.
    C. Policy must include coverage for contractual liability and independent contractors.
    D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.
18. **POLLUTION LIABILITY INSURANCE.** If not otherwise included in Contractor's Commercial General Liability Insurance coverage, Contractor shall procure and maintain, for a period of **THREE (3)** years after final completion of the Work under this Agreement, pollution liability insurance coverage for claims arising from the discharge, dispersal, release, or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water, including groundwater, in an amount not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit. This shall include coverage for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for the investigation, defense, or settlement of claims.
19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such

coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver**.

20. **MISCELLANEOUS INSURANCE PROVISIONS.**

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

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

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

D. 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 and Professional Liability policies.

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.org.

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

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

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

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

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24. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
25. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
26. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
29. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

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contract term and following completion of the contract if Contractor does not transfer the records to the public agency.

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

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

30. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
31. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
32. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor 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. Contractor 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.
33. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
34. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

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

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

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

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

If to Contractor:	Polydyne, Inc. Attention: Boyd Stanley 1 Chemical Plant Rd. Riceboro, Georgia 31323 Phone: 800-848-7659 E-mail: bids@polydyneinc.com
If to City of Ocala:	Daphne M. Robinson, Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.org
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.org

39. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or

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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.

40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
44. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any

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third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
48. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
49. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
50. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
51. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

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

ATTEST:

DocuSigned by:
Angel B. Jacobs
8D93E74C98E64A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
James P. Hilty, Sr.
0FD9FC9259B0F4DF...

James P. Hilty, Sr.
City Council President

Approved as to form and legality:

DocuSigned by:
William Sexton
907D0FC4C86E420...

William E. Sexton, Esq.
City Attorney

POLYDYNE, INC.

DocuSigned by:
Boyd Stanley
B748TAD34161847B...

By: Boyd Stanley
(Printed Name)

Title: Sr. Vice-President
(Title)

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BACKGROUND

Contractor shall provide supply and delivery of polymer for the solids handling systems at the City of Ocala Water Treatment Plant # 1 (WTP1), Water Reclamation Facility # 2 (WRF2) and Water Reclamation Facility # 3 (WRF3). Only chemicals known as organic polymer which are synthetic, high molecular weight, water soluble polyelectrolyte and manufactured specifically as flocculants for the sludge conditioning will be used.

The polymer is to be purchased in accordance with the City of Ocala Procurement Department terms and conditions and the following specifications.

Section 1: PRODUCT SPECIFICATIONS

1.1 General Specifications

The City will accept liquid polymer only. Polymers shall be emulsion type and readily and completely soluble in water. The polymer must maintain ninety percent (90%) strength for up to six (6) full months after delivery. Physical and chemical characteristics shall not change during this period. The polymer materials in both concentrated and diluted form shall be classified as non-hazardous material for shipping and use under applicable standards and shall not require special handling nor shall they pose hazards to employees working with them. The polymer supplied must have a low toxicity with respect to contact with the skin and eyes and to accidental ingestion or inhalation. First aid or other suggested medical treatment procedures for this product must be furnished by Contractor prior to delivery of the first shipment along with safety data sheets (SDS). There are three (3) different facilities and three (3) types of sludge for polymer applications.

1.2 Drinking Water

The polymer shall be an Anionic Polyacrylamide water-in-oil emulsion. (30% mole anionic polyacrylamide water-in-oil emulsion). The City of Ocala's polymers shall meet the EPA's Acrylamide and Epichlorohydrin requirements at all times. The polymer shall meet all state and federal requirements for use in potable drinking water. An annual report for Acrylamide and Epichlorohydrin will be required to be sent to the City Project Manager, Robyn Preston, in the month of December.

1.3 Wastewater

Polymers shall be Cationic Polymer and readily and completely soluble in water. The polymer must maintain ninety (90%) strength for up to six (6) full months after delivery. Physical and chemical characteristics shall not change during this period. The polymer shall meet all state and federal requirements for use in wastewater treatment.

Section 2: PROCESS DESCRIPTION

2.1 Water Treatment Plant Facility Process

The City of Ocala's Water Treatment plant is a 24.42 MGD Lime Softening Facility with an average daily flow of 13 MGD. The treatment process utilizes calcium oxide for softening and polymer to aid in coagulation. The polymer will be compatible with the in-place delivery system, a Blue and White peristaltic pump. The pumping system utilizes liquid polymer in 55-gallon plastic drums.

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2.2 Water Reclamation Facility # 2 Process

WRF2 is a 6.5 MGD Oxidation Ditch Denitrification Facility with a Hiller centrifuge. The polymer will be compatible with the in-place delivery system, a Blue and White peristaltic pump. The pumping system utilizes liquid polymer in 55-gallon plastic drums. The feed sludge is aerobically digested.

2.3 Water Reclamation Facility # 3 Process

WRF3 is a 4.0 MGD Oxidation Ditch Denitrification Facility with an Ashbrook Winklepress belt filter press. The polymer will be compatible with the in-place delivery system, Blue and White peristaltic pumps. The pumping system utilizes liquid polymer in 55-gallon plastic drums. The feed sludge is undigested secondary waste sludge.

Section 3: PRICING

Unit prices shall be based on a price per pound of bulk polymer solution. Pricing shall include any and all freight, product packaging requirements (see Section 4), or special equipment required by this scope of work and specifications. Cost per ton will computed by the following formula: $/Dry Ton = $/lb. of polymer x lbs. of polymer/Dry Ton.

Section 4: REQUIRED PRODUCT PACKAGING

Polymer shall be packaged in disposable 55-gallon plastic containers.

For all treatment facilities, WTP1, WRF2 and WRF3, the preferred containers shall be 55-gallon plastic drums with two (2) 2" inch outer holes. The containers shall net a product content of approximately 450 lbs. The polymer containers shall be compatible with the in-place polymer feed system.

Section 5: CONTRACT TERMINATION AND DAMAGES

5.1 Termination

The City may terminate this agreement at any time for cause and may also terminate this Agreement with or without cause by giving at least thirty (30) days prior written notice to Contractor.

5.2 Causes for Termination

1. The polymer being furnished by the seller is not performing by the following criteria:
   Product Performance - The sludge feed rate during testing shall be approximately 120 gpm at WRF2 and WRF3. Sludge feed solids typically average between 0.7 % and 1.4 % total solids. Polymer used during the testing shall be furnished by the Contractor at no cost to the City. Samples of polymer used during testing will be taken and retained by the City). If the product fails to perform as indicated, the Contractor will be notified within twenty-four (24) hours and within three (3) days of the notification will be required to correct the problem.
2. It is not substantially the same as the material used during trial evaluations. When this occurs, the Contractor will be notified within twenty-four (24) hours and within three (3) days of the notification will be required to correct the problem.
3. If any of the City of Ocala Water and Wastewater Facilities are damaged as a result of impurities in the polymer.
4. The quality of the sludge is damaged as a result of impurities in the polymer.

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5. Equipment provided by the seller is not satisfactory or is not working properly and is not repaired or replaced with twenty-four (24) hours. For example, the City will not provide 55-gallon drum mixers to mix the polymer.

5.3 Damages

In the event of substantial damage to the City of Ocala Water and Wastewater Facilities, the Contractor shall reimburse the City of Ocala for the cost of any repair, maintenance or replacement resulting there from.

5.4 Drum Mixers

If a Contractor requires drum mixers for the polymer to work properly, Contractor will provide mixers to the City at no additional cost. It is the Contractor's responsibility to ensure the mixers are in good working condition at all times. If the equipment furnished by the Contractor is not satisfactory or is not in good working condition, the Contractor will have twenty-four (24) hours to replace or repair the equipment. In addition, the Contractor shall reimburse the City for the cost of any repair, maintenance or replacement of the Contractor's equipment that is necessary to maintain the normal operations of the sludge facility.

5.5 Shipment Testing and Product Rejection

The City of Ocala reserves the right to test each shipment. Each shipment must perform satisfactorily as determined by a Jar or Bench Test before it is accepted and must also perform to the minimum performance criteria in these specifications. If any shipment of polymer is provided below the quantity, quality and performance criteria required by these specifications, the City of Ocala reserves the right to reject the shipment. If any shipment of polymer is proven to be more than five percent (5 %) less effective than the control sample when both are tested on the same sludge sample, the City of Ocala reserves the right to reject that shipment. The rejected material shall be removed by the Contractor at the Contractor's expense. The Contractor shall then replace the rejected material with satisfactory material or credit the City for the full delivered price of the rejected material.

Section 6: DELIVERY

6.1 Delivery Locations and Required Delivery Response Time

Contractor shall deliver polymer to the City of Ocala Water Treatment Plant # 1 (WTP1) located at 1805 NE 36th Avenue, Ocala, Florida 34470; Water Reclamation Facility # 2 (WRF2) located at 4200 SE 24th Street, Ocala, Florida 34471; and Water Reclamation Facility # 3 (WRF3) located at 3100 SW 67th Avenue, Ocala, Florida 34474 within ten (10) calendar days after notification, except as otherwise permitted. If, for any reason, the polymer cannot be delivered within the allotted time, the City of Ocala reserves the right to purchase the needed polymer from another source.

6.2 Delivery Hours

Regular truck delivery of polymer shall be scheduled to arrive at the plant between 8:00 am and 3:30 pm Monday through Friday (normal workdays), unless otherwise arranged by the City of Ocala Water and Wastewater Facilities personnel.

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6.3 Delivery Truck and Removal of Containers

The delivery truck must include a lift gate. Empty polymer containers will be recycled by the City.

6.4 Polymer Spills

The Contractor is responsible to hose down and otherwise clean any polymer spills as required by law, which may occur while delivering the polymer.

Section 7: TESTING OF POLYMERS DURING CONTRACT

The City of Ocala reserves the right to test polymers of different types and from different manufacturers during the period of this Contract.

Section 8: TECHNICAL ASSISTANCE

8.1 As Needed Technical Assistance

The Contractor will be required, at no charge to the City, to provide technical assistance for a minimum of one (1) day per month, if needed, and as requested at the times specified by the City of Ocala Water/Wastewater Treatment Facilities Operator or their designee. The technical assistance may require a representative to come to the City of Ocala Water/Wastewater Treatment Facility if the City of Ocala Water/Wastewater Treatment Facility Operator determines that the problem cannot be corrected over the phone or by email.

8.2 Emergency Technical Assistance

In the case of an emergency, Contractor will be required to provide technical assistance with twenty-four (24) hours of notification of such need. To ensure that this requirement can be met, the City of Ocala further requires that Contractor have a qualified technical representative residing in the State of Florida throughout the Contract period. The Contractor must provide a phone number for the technical representative as well as their location. In addition to the above times, additional technical assistance for a period of up to five (5) calendar days shall be required at the beginning of the Contract period at no charge to the City.

Section 9: NON-CONFORMANCE TO CONTRACT CONDITIONS

Items may be tested/inspected for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. These items and items not delivered as per delivery date/or purchase order may result in Contractor being found in default in which event any and all re-procurement costs may be charged against the defaulting Contractor. Any violation of these stipulations may also result in Contractor's name being removed from the Contractor/bidder mailing list.

Section 10: SAMPLES

Sample of successful Contractor's items may remain on file for the term of the Contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received at time of bid opening. If instructions are not received at this time, the samples shall be disposed of by the City, within a reasonable time as determine appropriate by the City.

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Exhibit B - Price Proposal Contract# WRS/230496			
Polydyne, Inc.			
Item	**Description**	**UOM**	**Unit Price**
1	**Polymer for Water Treatment Facility#1 (liquid pound)**	LP	$ 1.70
Item	**Description**	**UOM**	**Unit Price**
2	**Polymer for Water Treatment Facility#1 (55 gal drum)**	DRUM	$ 765.00
Item	**Description**	**UOM**	**Unit Price**
3	**Polymer for Water Reclamation Facility #2 (liquid pound)**	LP	$ 1.80
Item	**Description**	**UOM**	**Unit Price**
4	**Polymer for Water Reclamation Facility #2 (55 gallon drum)**	DRUM	$ 810.00
Item	**Description**	**UOM**	**Unit Price**
5	**Polymer for Water Reclamation Facility #3 (liquid pound)**	LP	$ 1.80
Item	**Description**	**UOM**	**Unit Price**
6	**Polymer for Water Reclamation Facility #3 (55 gallon drum)**	DRUM	$ 810.00

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SNF WATER SCIENCE

POLYDYNE

FBS C1683 POLYMER

PRODUCT BULLETIN

PRINCIPAL USES

FBS C1683 is a **high** charge cationic polyacrylamide in emulsion form that is used as a flocculant in municipal wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Cationicity	80 %
Active Polyacrylamide Min.	41 %
Freezing Point	<-20° F (<-29° C)
Density	8.4 - 8.6 lb/gal

PREPARATION AND FEEDING

FBS C1683 is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials of construction for bulk tanks. Avoid natural rubber and Buna-N gaskets as these materials swell when placed in contact with neat polymer. Unlined mild steel, black iron, galvanized steel, copper or brass are not recommended in any part of the feed system. Stainless steel, Viton or Teflon are the best choices for pump heads. For feed lines, use PVC or reinforced Tygon tubing.

MANUFACTURING SPECIFICATIONS

Total Solids	44.0 - 51.0 %
Residual AcAm	< 1000 ppm
Neat Viscosity	500 - 2000 cPs
UL Viscosity	4.2 - 5.2 cPs

HANDLING AND STORAGE

Suggested in-plant storage life is one year in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of FBS C1683, sprinkle vermiculite or equivalent absorbant over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

SAFETY INFORMATION

FBS C1683 is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procure-ment, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the **POLYDYNE** Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

FBS C1683 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes containing 2300 pounds net. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

[800] 848-7659

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **FBS C 1282**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: POLYDYNE INC
1 Chemical Plant Road
PO BOX 279
Riceboro, GA 31323

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

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Hazard symbol(s):	None.
Signal word:	None.
Hazard statement(s):	None.
Precautionary statement(s):	None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

For explanation of abbreviations see Section 16.

SECTION 3: Composition/information on ingredients

3.1. Substances
Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components

Distillates (petroleum), hydrotreated light

Concentration/ -range:	20 - 30%
CAS Number:	64742-47-8
Classification according to paragraph (d) of 29 CFR 1910.1200:	Asp. Tox. 1;H304

Notes
Does not result in classification of the mixture if the kinematic viscosity is greater than 20.5 mm²/s measured at 40°C.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Concentration/ -range:	< 5%
CAS Number:	69011-36-5
Classification according to paragraph (d) of 29 CFR 1910.1200:	Acute Tox. 4;H302, Eye Dam. 1;H318

For explanation of abbreviations see section 16

SECTION 4: First aid measures

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SECTION 4: First aid measures

4.1. Description of first aid measures

Inhalation:
Move to fresh air. No hazards which require special first aid measures.

Skin contact:
Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:
Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Get medical attention immediately.

Ingestion:
Rinse mouth with water. Do NOT induce vomiting. Call a physician or poison control centre immediately.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

Other information:
None.

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media:
Water. Water spray. Foam. Carbon dioxide (CO2). Dry powder.
Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:
None known.

5.2. Special hazards arising from the substance or mixture

Hazardous decomposition products:
Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NOx), carbon oxides (COx). Ammonia (NH3). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for firefighters

Protective measures:
Wear self-contained breathing apparatus and protective suit.

Other information:
Spills produce extremely slippery surfaces.

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SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

Personal precautions:
Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:
Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:
Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

As with all chemical products, do not flush into surface water.

6.3. Methods and material for containment and cleaning up

Small spills:
Do not flush with water.Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:
Do not flush with water.Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

Residues:
After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material. Incompatible with oxidizing agents.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Occupational exposure limits:

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Distillates (petroleum), hydrotreated light
ACGIH: 200 mg/m³ (8 hours) (vapors)

8.2. Exposure controls

Appropriate engineering controls:

Ensure adequate ventilation, especially in confined areas. Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:
Safety glasses with side-shields. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).

b) Skin protection:
i) Hand protection: PVC or other plastic material gloves. Be aware that liquid may permeate gloves, frequent change is advised. Suitable gloves can be recommended by the glove supplier. The selected protective gloves have to satisfy the specifications of EU Directive 89/689/EEC and the standard EN 374 derived from it.
ii) Other: Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

c) Respiratory protection:
No personal respiratory protective equipment normally required.

d) Additional advice:
Wash hands before breaks and immediately after handling the product. Wash hands before breaks and at the end of workday. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

a) Appearance:	Viscous liquid, Milky.
b) Odour:	Aliphatic.
c) Odour Threshold:	No data available.
d) pH:	Not applicable.
e) Melting point/freezing point:	< 5°C
f) Initial boiling point and boiling range:	> 100°C

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g) Flash point:	Does not flash.
h) Evaporation rate:	No data available.
i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/L @ 20°C
m) Relative density:	1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available)
n) Solubility(ies):	Completely miscible.
o) Partition coefficient n-octanol/water (log value):	Not applicable.
p) Autoignition temperature:	Not applicable.
q) Decomposition temperature:	> 150°C
r) Viscosity:	> 20.5 mm²/s @ 40°C
s) Kinematic viscosity:	No data available.
t) Explosive properties:	Not expected to be explosive based on the chemical structure.
u) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.
v) Particle characteristics:	Not applicable.

9.2. Other information

None.

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

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Oxidizing agents.

10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NOx), carbon oxides (COx). Ammonia (NH3). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (Estimated)
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg. (Estimated)
Acute inhalation toxicity:	The product is not expected to be toxic by inhalation.
Skin corrosion/irritation:	Non-irritating to skin.
Serious eye damage/eye irritation:	Not irritating. (OECD 437)
Respiratory/skin sensitisation:	Not sensitizing.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	Not carcinogenic.
Reproductive toxicity:	Not toxic for reproduction.
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.
Aspiration hazard:	Due to the viscosity, this product does not present an aspiration hazard.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (OECD 401)
Acute dermal toxicity:	LD50/dermal/rabbit > 5000 mg/kg (OECD 402)
Acute inhalation toxicity:	LC0/inhalation/4 hours/rat >= 4951 mg/m³ (vapors) (OECD 403) (Based on results obtained from tests on analogous products)
Skin corrosion/irritation:	Not irritating. (OECD 404) Repeated exposure may cause skin dryness or cracking.

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Serious eye damage/eye irritation:	Not irritating. (OECD 405)
Respiratory/skin sensitisation:	By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)
Mutagenicity:	Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)
Carcinogenicity:	Carcinogenicity study in rats (OECD 451): Negative.
Reproductive toxicity:	By analogy with similar substances, this substance is not expected to be toxic for reproduction. NOAEL/rat = 300 ppm. (OECD 421)
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/90 days >= 3000 mg/kg/day (OECD 408) (Based on results obtained from tests on analogous products)
Aspiration hazard:	May be fatal if swallowed and enters airways.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute oral toxicity:	LD50/oral/rat = 500 - 2000 mg/kg
Acute dermal toxicity:	LD50/dermal/rabbit > 2000 mg/kg
Acute inhalation toxicity:	No data available.
Skin corrosion/irritation:	Not irritating. (OECD 404)
Serious eye damage/eye irritation:	Causes serious eye irritation. (OECD 405)
Respiratory/skin sensitisation:	The results of testing on guinea pigs showed this material to be non-sensitizing.
Mutagenicity:	In vitro tests did not show mutagenic effects. In vivo tests did not show mutagenic effects.
Carcinogenicity:	Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.

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Reproductive toxicity:	Based on available data, product is not expected to be toxic for reproduction. Two-Generation Reproduction Toxicity (OECD 416) - NOAEL/rat > 250 mg/kg/day Prenatal Development Toxicity Study (OECD 414) - NOAEL/Maternal toxicity/rat > 50 mg/kg/day - NOAEL/Developmental toxicity/rat > 50 mg/kg/day
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/600 days = 50 mg/kg/day
Aspiration hazard:	No known effects.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

Acute toxicity to fish:	LC50/Fish/96 hours = 10 - 100 mg/L (Estimated)
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hours = 10 - 100 mg/L (Estimated)
Acute toxicity to algae:	Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	No data available.
Toxicity to microorganisms:	No data available.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute toxicity to fish:	LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC0/Daphnia magna/48 hours > 1000 mg/L (OECD 202)
Acute toxicity to algae:	IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L (OECD 201)

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Chronic toxicity to fish:	NOEC/Oncorhynchus mykiss/28 days > 1000 mg/L
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1000 mg/L
Toxicity to microorganisms:	EC50/Tetrahymena pyriformis/ 48h > 1000 mg/L.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available. Readily biodegradable, exposure to sediment is unlikely.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute toxicity to fish:	LC50/Cyprinus carpio/96 hours = 1 - 10 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC50/Daphnia/48 hours = 1 - 10 mg/L (OECD 202)
Acute toxicity to algae:	IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201)
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1 mg/L (OECD 202)
Toxicity to microorganisms:	EC10/activated sludge/17 hours > 10000 mg/L (DIN 38412-8)
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation:	Based on the degradability data of the components, this product is expected to be readily (bio)degradable according to OECD criteria.
Hydrolysis:	At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.
Photolysis:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

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Degradation:	Readily biodegradable. 67.6% / 28 days (OECD 301 F) ; 68.8% / 28 days (OECD 306) ; 61.2% / 61 days (OECD 304 A)
Hydrolysis:	Does not hydrolyse.
Photolysis:	No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Degradation:	Readily biodegradable. > 60% / 28 days (OECD 301 B)
Hydrolysis:	Does not hydrolyse.
Photolysis:	No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

Partition co-efficient (Log Pow):	Not applicable.
Bioconcentration factor (BCF):	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Partition co-efficient (Log Pow):	3 - 6
Bioconcentration factor (BCF):	No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Partition co-efficient (Log Pow):	> 3
Bioconcentration factor (BCF):	No data available.

12.4. Mobility in soil

Information on the product as supplied:

No data available.

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Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Koc: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Koc: > 5000

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

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TSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:
Not concerned.

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status :

Not RCRA hazardous.

California Proposition 65 Information:

WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

SECTION 16: Other information

NFPA and HMIS Ratings:

NFPA:

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Health: 0
Flammability: 1
Instability: 0

HMIS:

Health: 0
Flammability: 1
Physical Hazard: 0
PPE Code: B

This data sheet contains changes from the previous version in section(s):

SECTION 8. Exposure controls/personal protection, SECTION 9. Physical and chemical properties, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms
STOT = Specific target organ toxicity

Abbreviations
Acute Tox. 4 = Acute toxicity Category Code 4
Asp. Tox. 1 = Aspiration hazard Category Code 1
Eye Dam 1 = Serious eye damage/eye irritation Category Code 1

Hazard statements
H302 - Harmful if swallowed
H304 - May be fatal if swallowed and enters airways
H318 - Causes serious eye damage

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 21.01.a

ENCC046

DocuSign Envelope ID: DF9ECCFC-2CE7-49E6-A1F8-74E4F81D13BB

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

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SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **CLARIFLOC™ A-6360**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: POLYDYNE INC
1 Chemical Plant Road
PO BOX 279
Riceboro, GA 31323

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

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Hazard symbol(s):	None.
Signal word:	None.
Hazard statement(s):	None.
Precautionary statement(s):	None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

SECTION 3: Composition/information on ingredients

3.1. Substances
Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components

Distillates (petroleum), hydrotreated light

Concentration/ -range:	20 - 45%
CAS Number:	64742-47-8
Classification according to paragraph (d) of 29 CFR 1910.1200:	Asp. Tox. 1;H304

Notes
Does not result in classification of the mixture if the kinematic viscosity is greater than 20.5 mm²/s measured at 40°C.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Concentration/ -range:	< 5%
CAS Number:	69011-36-5
Classification according to paragraph (d) of 29 CFR 1910.1200:	Acute Tox. 4;H302, Eye Dam. 1;H318

For explanation of abbreviations see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

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Inhalation:
Move to fresh air. No hazards which require special first aid measures.

Skin contact:
Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:
Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Alternatively, rinse immediately with Diphoterine ®. Get prompt medical attention.

Ingestion:
Rinse mouth with water. Do NOT induce vomiting. Call a physician or poison control centre immediately.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

Other information:
None.

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media:
Water. Water spray. Foam. Carbon dioxide (CO2). Dry powder.
Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:
None known.

5.2. Special hazards arising from the substance or mixture

Hazardous decomposition products:
Thermal decomposition may produce: nitrogen oxides (NOx), carbon oxides (COx). Ammonia (NH3). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for firefighters

Protective measures:
Wear self-contained breathing apparatus and protective suit.

Other information:
Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

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Personal precautions:
Avoid contact with skin and eyes. Spills produce extremely slippery surfaces. Do not touch or walk through spilled material.

Protective equipment:
Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:
Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

As with all chemical products, do not flush into surface water.

6.3. Methods and material for containment and cleaning up

Small spills:
Do not flush with water.Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:
Do not flush with water.Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

Residues:
After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material. Incompatible with oxidizing agents.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Occupational exposure limits:

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Distillates (petroleum), hydrotreated light
ACGIH: 200 mg/m³ (8 hours) (vapors)

8.2. Exposure controls

Appropriate engineering controls:

Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:
Safety glasses with side-shields. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).

b) Skin protection:
i) Hand protection: PVC or other plastic material gloves. Be aware that liquid may permeate gloves, frequent change is advised. Suitable gloves can be recommended by the glove supplier. The selected protective gloves have to satisfy the specifications of EU Directive 89/689/EEC and the standard EN 374 derived from it.
ii) Other: Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

c) Respiratory protection:
Breathing apparatus needed only when aerosol or mist is formed. Use respirators and components tested and approved under appropriate government standards such as NIOSH (US) or CEN (EU).

d) Additional advice:
Wash hands before breaks and at the end of workday. Wash hands before breaks and immediately after handling the product. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

a) Appearance:	Viscous liquid, Milky.
b) Odour:	Aliphatic.
c) Odour Threshold:	No data available.
d) pH:	Not applicable.
e) Melting point/freezing point:	< 5°C
f) Initial boiling point and boiling range:	> 100°C
g) Flash point:	Does not flash.

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h) Evaporation rate:	No data available.
i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/L @ 20°C
m) Relative density:	1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available)
n) Solubility(ies):	Completely miscible.
o) Partition coefficient n-octanol/water (log value):	Not applicable.
p) Autoignition temperature:	No data available.
q) Decomposition temperature:	> 150°C
r) Viscosity:	> 20.5 mm^2/s @ 40°C
s) Kinematic viscosity:	No data available.
t) Explosive properties:	Not expected to be explosive based on the chemical structure.
u) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.
v) Particle characteristics:	Not applicable.

9.2. Other information

None.

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

None known.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

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Incompatible with oxidizing agents.

10.6. Hazardous decomposition products

Thermal decomposition may produce: nitrogen oxides (NOx), carbon oxides (COx). Ammonia (NH3). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (Estimated)
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg. (Estimated)
Acute inhalation toxicity:	The product is not expected to be toxic by inhalation.
Skin corrosion/irritation:	Non-irritating to skin.
Serious eye damage/eye irritation:	Not irritating. (OECD 437)
Respiratory/skin sensitisation:	Not sensitizing.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	Not carcinogenic.
Reproductive toxicity:	Not toxic for reproduction.
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.
Aspiration hazard:	Due to the viscosity, this product does not present an aspiration hazard.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (OECD 401)
Acute dermal toxicity:	LD50/dermal/rabbit > 5000 mg/kg (OECD 402)
Acute inhalation toxicity:	LC0/inhalation/4 hours/rat >= 4951 mg/m³ (vapors) (OECD 403) (Based on results obtained from tests on analogous products)
Skin corrosion/irritation:	Not irritating. (OECD 404) Repeated exposure may cause skin dryness or cracking.

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Serious eye damage/eye irritation:	Not irritating. (OECD 405)
Respiratory/skin sensitisation:	By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)
Mutagenicity:	Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)
Carcinogenicity:	Carcinogenicity study in rats (OECD 451): Negative.
Reproductive toxicity:	By analogy with similar substances, this substance is not expected to be toxic for reproduction. NOAEL/rat = 300 ppm. (OECD 421)
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/90 days >= 3000 mg/kg/day (OECD 408) (Based on results obtained from tests on analogous products)
Aspiration hazard:	May be fatal if swallowed and enters airways.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute oral toxicity:	LD50/oral/rat = 500 - 2000 mg/kg
Acute dermal toxicity:	LD50/dermal/rabbit > 2000 mg/kg
Acute inhalation toxicity:	No data available.
Skin corrosion/irritation:	Not irritating. (OECD 404)
Serious eye damage/eye irritation:	Causes serious eye irritation. (OECD 405)
Respiratory/skin sensitisation:	The results of testing on guinea pigs showed this material to be non-sensitizing.
Mutagenicity:	In vitro tests did not show mutagenic effects. In vivo tests did not show mutagenic effects.
Carcinogenicity:	Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.

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Reproductive toxicity:	Based on available data, product is not expected to be toxic for reproduction. Two-Generation Reproduction Toxicity (OECD 416) - NOAEL/rat > 250 mg/kg/day Prenatal Development Toxicity Study (OECD 414) - NOAEL/Maternal toxicity/rat > 50 mg/kg/day - NOAEL/Developmental toxicity/rat > 50 mg/kg/day
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/600 days = 50 mg/kg/day
Aspiration hazard:	No known effects.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

Acute toxicity to fish:	LC50/Danio rerio/96 hours > 100 mg/L (Estimated) LC50/Oncorhynchus mykiss/96 hours > 100 mg/L (Estimated)
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hours > 100 mg/L (Estimated)
Acute toxicity to algae:	IC50/Algae/72 hours > 100 mg/L (Estimated)
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	No data available.
Toxicity to microorganisms:	No data available.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute toxicity to fish:	LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC0/Daphnia magna/48 hours > 1000 mg/L (OECD 202)
Acute toxicity to algae:	IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L (OECD 201)
Chronic toxicity to fish:	NOEC/Oncorhynchus mykiss/28 days > 1000 mg/L

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Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1000 mg/L
Toxicity to microorganisms:	EC50/Tetrahymena pyriformis/ 48h > 1000 mg/L.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available. Readily biodegradable, exposure to sediment is unlikely.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute toxicity to fish:	LC50/Cyprinus carpio/96 hours = 1 - 10 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC50/Daphnia/48 hours = 1 - 10 mg/L (OECD 202)
Acute toxicity to algae:	IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201)
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1 mg/L (OECD 202)
Toxicity to microorganisms:	EC10/activated sludge/17 hours > 10000 mg/L (DIN 38412-8)
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation:	Not readily biodegradable.
Hydrolysis:	Does not hydrolyse.
Photolysis:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Degradation:	Readily biodegradable. 67.6% / 28 days (OECD 301 F) ; 68.8% / 28 days (OECD 306) ; 61.2% / 61 days (OECD 304 A)

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Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Degradation: Readily biodegradable. > 60% / 28 days (OECD 301 B)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

Partition co-efficient (Log Pow): Not applicable.

Bioconcentration factor (BCF): No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Partition co-efficient (Log Pow): 3 - 6

Bioconcentration factor (BCF): No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Partition co-efficient (Log Pow): > 3

Bioconcentration factor (BCF): No data available.

12.4. Mobility in soil

Information on the product as supplied:

No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

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Koc: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Koc: > 5000

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Recycling:

In accordance with local and national regulations.

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

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US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:
Not concerned.

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status :

Not RCRA hazardous.

California Proposition 65 Information:

WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

SECTION 16: Other information

NFPA and HMIS Ratings:

NFPA:

Health:	0
Flammability:	1
Instability:	0

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HMIS:

Health:	0
Flammability:	1
Physical Hazard:	0
PPE Code:	B

This data sheet contains changes from the previous version in section(s):

SECTION 5. Fire-fighting measures, SECTION 6. Accidental release measures, SECTION 8. Exposure controls/personal protection, SECTION 9. Physical and chemical properties, SECTION 10. Stability and reactivity, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms
STOT = Specific target organ toxicity

Abbreviations
Acute Tox. 4 = Acute toxicity Category Code 4
Asp. Tox. 1 = Aspiration hazard Category Code 1
Eye Dam 1 = Serious eye damage/eye irritation Category Code 1

Hazard statements
H302 - Harmful if swallowed
H304 - May be fatal if swallowed and enters airways
H318 - Causes serious eye damage

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 20.01.a

ENAC001A

DocuSign Envelope ID: DF9ECCFC-2CE7-49E6-A1F8-74E4F81D13BB

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

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SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **FBS C1683**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: POLYDYNE INC
1 Chemical Plant Road
PO BOX 279
Riceboro, GA 31323

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

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Hazard symbol(s):	None.
Signal word:	None.
Hazard statement(s):	None.
Precautionary statement(s):	None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

For explanation of abbreviations see Section 16.

SECTION 3: Composition/information on ingredients

3.1. Substances
Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components

Distillates (petroleum), hydrotreated light

Concentration/ -range:	20 - 30%
CAS Number:	64742-47-8
Classification according to paragraph (d) of 29 CFR 1910.1200:	Asp. Tox. 1;H304

Notes
Does not result in classification of the mixture if the kinematic viscosity is greater than 20.5 mm²/s measured at 40°C.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Concentration/ -range:	< 5%
CAS Number:	69011-36-5
Classification according to paragraph (d) of 29 CFR 1910.1200:	Acute Tox. 4;H302, Eye Dam. 1;H318

For explanation of abbreviations see section 16

SECTION 4: First aid measures

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SECTION 4: First aid measures

4.1. Description of first aid measures

Inhalation:
Move to fresh air. No hazards which require special first aid measures.

Skin contact:
Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:
Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Get medical attention immediately.

Ingestion:
Rinse mouth with water. Do NOT induce vomiting. Call a physician or poison control centre immediately.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

Other information:
None.

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media:
Water. Water spray. Foam. Carbon dioxide (CO2). Dry powder.
Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:
None known.

5.2. Special hazards arising from the substance or mixture

Hazardous decomposition products:
Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NOx), carbon oxides (COx). Ammonia (NH3). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for firefighters

Protective measures:
Wear self-contained breathing apparatus and protective suit.

Other information:
Spills produce extremely slippery surfaces.

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SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

Personal precautions:
Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:
Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:
Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

As with all chemical products, do not flush into surface water.

6.3. Methods and material for containment and cleaning up

Small spills:
Do not flush with water.Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:
Do not flush with water.Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

Residues:
After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material. Incompatible with oxidizing agents.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Occupational exposure limits:

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Distillates (petroleum), hydrotreated light
ACGIH: 200 mg/m³ (8 hours) (vapors)

8.2. Exposure controls

Appropriate engineering controls:

Ensure adequate ventilation, especially in confined areas. Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:
Safety glasses with side-shields. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).

b) Skin protection:
i) Hand protection: PVC or other plastic material gloves. Be aware that liquid may permeate gloves, frequent change is advised. Suitable gloves can be recommended by the glove supplier. The selected protective gloves have to satisfy the specifications of EU Directive 89/689/EEC and the standard EN 374 derived from it.
ii) Other: Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

c) Respiratory protection:
No personal respiratory protective equipment normally required.

d) Additional advice:
Wash hands before breaks and immediately after handling the product. Wash hands before breaks and at the end of workday. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

a) Appearance:	Viscous liquid, Milky.
b) Odour:	Aliphatic.
c) Odour Threshold:	No data available.
d) pH:	Not applicable.
e) Melting point/freezing point:	< 5°C
f) Initial boiling point and boiling range:	> 100°C

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g) Flash point:	Does not flash.
h) Evaporation rate:	No data available.
i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/L @ 20°C
m) Relative density:	1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available)
n) Solubility(ies):	Completely miscible.
o) Partition coefficient n-octanol/water (log value):	Not applicable.
p) Autoignition temperature:	Not applicable.
q) Decomposition temperature:	> 150°C
r) Viscosity:	> 20.5 mm^2/s @ 40°C
s) Kinematic viscosity:	No data available.
t) Explosive properties:	Not expected to be explosive based on the chemical structure.
u) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.
v) Particle characteristics:	Not applicable.

9.2. Other information

None.

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

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Oxidizing agents.

10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NOx), carbon oxides (COx). Ammonia (NH3). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (Estimated)
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg. (Estimated)
Acute inhalation toxicity:	The product is not expected to be toxic by inhalation.
Skin corrosion/irritation:	Non-irritating to skin.
Serious eye damage/eye irritation:	Not irritating. (OECD 437)
Respiratory/skin sensitisation:	Not sensitizing.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	Not carcinogenic.
Reproductive toxicity:	Not toxic for reproduction.
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.
Aspiration hazard:	Due to the viscosity, this product does not present an aspiration hazard.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (OECD 401)
Acute dermal toxicity:	LD50/dermal/rabbit > 5000 mg/kg (OECD 402)
Acute inhalation toxicity:	LC0/inhalation/4 hours/rat >= 4951 mg/m³ (vapors) (OECD 403) (Based on results obtained from tests on analogous products)
Skin corrosion/irritation:	Not irritating. (OECD 404) Repeated exposure may cause skin dryness or cracking.

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Serious eye damage/eye irritation:	Not irritating. (OECD 405)
Respiratory/skin sensitisation:	By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)
Mutagenicity:	Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)
Carcinogenicity:	Carcinogenicity study in rats (OECD 451): Negative.
Reproductive toxicity:	By analogy with similar substances, this substance is not expected to be toxic for reproduction. NOAEL/rat = 300 ppm. (OECD 421)
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/90 days >= 3000 mg/kg/day (OECD 408) (Based on results obtained from tests on analogous products)
Aspiration hazard:	May be fatal if swallowed and enters airways.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute oral toxicity:	LD50/oral/rat = 500 - 2000 mg/kg
Acute dermal toxicity:	LD50/dermal/rabbit > 2000 mg/kg
Acute inhalation toxicity:	No data available.
Skin corrosion/irritation:	Not irritating. (OECD 404)
Serious eye damage/eye irritation:	Causes serious eye irritation. (OECD 405)
Respiratory/skin sensitisation:	The results of testing on guinea pigs showed this material to be non-sensitizing.
Mutagenicity:	In vitro tests did not show mutagenic effects. In vivo tests did not show mutagenic effects.
Carcinogenicity:	Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.

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Reproductive toxicity:	Based on available data, product is not expected to be toxic for reproduction. Two-Generation Reproduction Toxicity (OECD 416) - NOAEL/rat > 250 mg/kg/day Prenatal Development Toxicity Study (OECD 414) - NOAEL/Maternal toxicity/rat > 50 mg/kg/day - NOAEL/Developmental toxicity/rat > 50 mg/kg/day
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/600 days = 50 mg/kg/day
Aspiration hazard:	No known effects.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

Acute toxicity to fish:	LC50/Fish/96 hours = 10 - 100 mg/L (Estimated)
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hours = 10 - 100 mg/L (Estimated)
Acute toxicity to algae:	Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	No data available.
Toxicity to microorganisms:	No data available.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute toxicity to fish:	LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC0/Daphnia magna/48 hours > 1000 mg/L (OECD 202)
Acute toxicity to algae:	IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L (OECD 201)

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Chronic toxicity to fish:	NOEC/Oncorhynchus mykiss/28 days > 1000 mg/L
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1000 mg/L
Toxicity to microorganisms:	EC50/Tetrahymena pyriformis/ 48h > 1000 mg/L.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available. Readily biodegradable, exposure to sediment is unlikely.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute toxicity to fish:	LC50/Cyprinus carpio/96 hours = 1 - 10 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC50/Daphnia/48 hours = 1 - 10 mg/L (OECD 202)
Acute toxicity to algae:	IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201)
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1 mg/L (OECD 202)
Toxicity to microorganisms:	EC10/activated sludge/17 hours > 10000 mg/L (DIN 38412-8)
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation:	Based on the degradability data of the components, this product is expected to be readily (bio)degradable according to OECD criteria.
Hydrolysis:	At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.
Photolysis:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

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Degradation: Readily biodegradable. 67.6% / 28 days (OECD 301 F) ; 68.8% / 28 days (OECD 306) ; 61.2% / 61 days (OECD 304 A)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Degradation: Readily biodegradable. > 60% / 28 days (OECD 301 B)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

Partition co-efficient (Log Pow): Not applicable.

Bioconcentration factor (BCF): No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Partition co-efficient (Log Pow): 3 - 6

Bioconcentration factor (BCF): No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Partition co-efficient (Log Pow): > 3

Bioconcentration factor (BCF): No data available.

12.4. Mobility in soil

Information on the product as supplied:

No data available.

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Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Koc: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Koc: > 5000

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

DocuSign Envelope ID: DF9ECCFC-2CE7-49E6-A1F8-74E4F81D13BB

TSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:
Not concerned.

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status :

Not RCRA hazardous.

California Proposition 65 Information:

WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

SECTION 16: Other information

NFPA and HMIS Ratings:

NFPA:

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Health:	0
Flammability:	1
Instability:	0

HMIS:

Health:	0
Flammability:	1
Physical Hazard:	0
PPE Code:	B

This data sheet contains changes from the previous version in section(s):

SECTION 8. Exposure controls/personal protection, SECTION 9. Physical and chemical properties, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms
STOT = Specific target organ toxicity

Abbreviations
Acute Tox. 4 = Acute toxicity Category Code 4
Asp. Tox. 1 = Aspiration hazard Category Code 1
Eye Dam 1 = Serious eye damage/eye irritation Category Code 1

Hazard statements
H302 - Harmful if swallowed
H304 - May be fatal if swallowed and enters airways
H318 - Causes serious eye damage

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 21.01.a

ENCC046

DocuSign Envelope ID: DF9ECCFC-2CE7-49E6-A1F8-74E4F81D13BB

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

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SNF WATER SCIENCE

POLYDYNE

CLARIFLOC A-6360 POLYMER

PRODUCT BULLETIN

PRINCIPAL USES

CLARIFLOC A-6360 is a **medium** charge anionic polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering. CLARIFLOC A-6360 is **NSF** certified for clarification of potable water at dosages up to 3.0 mg/L.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Anionicity	40 %
% Active	29
Freezing Point	7 F. (-14 C.)
Density	8.7 - 8.9 Lbs./Gal

PREPARATION AND FEEDING

CLARIFLOC A-6360 is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials of construction for bulk tanks. Avoid natural rubber and Buna-N gaskets as these materials swell when placed in contact with neat polymer. Unlined mild steel, black iron, galvanized steel, copper or brass are not recommended in any part of the feed system. Stainless steel, Viton or Teflon are the best choices for pump heads. For feed lines, use PVC or reinforced Tygon tubing.

MANUFACTURING SPECIFICATIONS

Total Solids	32 - 39 %
Residual AcAm	< 500 ppm
Neat Viscosity	500 -2000 cPs
UL Viscosity	7.0 - 9.5 cPs

HANDLING AND STORAGE

Suggested in-plant storage life is 6 months in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of CLARIFLOC A-6360, sprinkle vermiculite or equivalent absorbant over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

SAFETY INFORMATION

CLARIFLOC A-6360 is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the **POLYDYNE** Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC A-6360 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes containing 2300 pounds net. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

(800) 848-7659

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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SNF WATER SCIENCE

POLYDYNE

PRODUCT BULLETIN

FBS C1282 POLYMER

PRINCIPAL USES

FBS C1282 is a **high** charge cationic polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal and industrial wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Cationicity	60 %
Active Polyacrylamide Min.	40 %
Freezing Point	7 F. (-14 C.)
Density	8.5 - 8.7

PREPARATION AND FEEDING

FBS C1282 is a single component emulsion polymer that must be prediluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials of construction for bulk tanks. Avoid natural rubber and Buna-N gaskets as these materials swell when placed in contact with neat polymer. Unlined mild steel, black iron, galvanized steel, copper or brass are not recommended in any part of the feed system. Stainless steel, Viton or Teflon are the best choices for pump heads. For feed lines, use PVC or reinforced Tygon tubing.

MANUFACTURING SPECIFICATIONS

Total Solids	41 - 48 %
Residual AcAm	< 1000 ppm
Neat Viscosity	500 - 2000 cPs
UL Viscosity	1.8 - 2.4 cPs

HANDLING AND STORAGE

Suggested in-plant storage life is one year in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of FBS C1282, sprinkle vermiculite or equivalent absorbant over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

SAFETY INFORMATION

FBS C1282 is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the **POLYDYNE** Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

FBS C1282 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon tote bins containing 2300 pounds net. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

(800) 848-7659

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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WATER SCIENCE

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MANUFACTURER COMMITMENT

POLYDYNE INC. ("POLYDYNE") is a wholly owned subsidiary of SNF HOLDING COMPANY ("SNFHC"). POLYDYNE is the largest supplier of water-soluble polymers to the municipal market in the United States. In addition to POLYDYNE, SNFHC operates nine manufacturing plants in the United States. We are a fully integrated manufacturing company and produce several of our key raw materials. POLYDYNE is also the only polymer supplier that offers a full range of polymer i.e. powders, emulsion and solutions. Worldwide our company has been in operation for over 30 years.

The products offered to the City of Ocala are manufactured at our headquarters facility located at 1 Chemical Plant Road, Riceboro, GA 31323.

POLYDYNE's exclusive charter is to be the direct marketing organization for all SNFHC produced products, to the municipal market, in the United States, particularly those requiring "Manufacturer Only".

If you have any questions or require additional information, please feel free to contact Chris Cherp, Sr. Technical Sales Representative, at (941) 961-3998 or by email to ccherp@polydyneinc.com.

Thank you for your consideration of our proposal.

Boyd Stanley, Sr. Vice-President

Date: 09/21/2023

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WATER SCIENCE

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REFERENCES

City of Tampa
Rob Decker
Operations Specialist
813.267.6358
Robert.decker@tampagov.net
Date of service: 2019 - Current
Contract Value: $6,340,400
Description: Supply and delivery of liquid emulsion polymer

Rafael A Martinez
Orange County Utilities
Water Reclamation Division
4760 West Sand Lake Road | Orlando, FL | 32819
O: 407-254-7726
Rafael.Martinez2@ocfl.net
Date of service: 2014 to Current
Contract Value: $150,000
Description: Supply and delivery of liquid polymer

Doug Levine
Plant Manager
South Central Regional
Wastewater Treatment and Disposal Board
1801 N. Congress Ave
Delray Beach, FL 33445
Office (561) 272-7061
Cell (954) 850-0354
Doug Levine dlevine@scrwwtp.org
Date of service: 2014 to Current
Contract Value: $150,000
Description: Supply and delivery of liquid polymer

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POLYDYNE INC

CERTIFICATE OF RESOLUTIONS

I, Christopher J, Gannon, Secretary of Polydyne Inc., a Delaware corporation (the "Company"), do hereby certify that at a duly called meeting of the Board of Directors of the Company, held on January 8, 2020, the Board of Directors unanimously approved the following Resolutions:

RESOLVED, that Boyd Stanley, René Pich, John Pittman, Mark Schlag, Bobby Wise and Ken Luke be and hereby are authorized, empowered and directed to bid, in the name of and on behalf of the Corporation, upon such municipal projects as he may deem appropriate; and further

RESOLVED, that Boyd Stanley, René Pich, John Pittman, Mark Schlag, Bobby Wise and Ken Luke be and hereby are authorized and empowered to execute and deliver, in the name of and on behalf of the Corporation, all documents, instruments, certificate, agreements and papers as he may deem advisable or necessary or proper to effect the Corporation's municipal bids or the transactions contemplated thereby; and further

RESOLVED, that any Officer of the Corporation be and hereby is authorized and empowered, and to the extent necessary or advisable, directed, to attest the execution of any document executed pursuant to these resolutions, and to affix the seal of the Corporation thereto, and to certify under seal to any municipality the adoption of these resolutions; and further

RESOLVED, that the authorizations granted under these Resolutions shall continue in full force and effect until successors to the foregoing representatives of the Corporation shall have been duly appointed or until the death, resignation or removal of each such representative.

IN WITNESS WHEREOF, the undersigned has signed this Certificate of Resolutions with effect this 8th day of January 2020.

Christopher J. Gannon, Secretary

POLYDYNE INC. CORPORATE SEAL 1995 DELAWARE (SEAL)

I attest the authenticity of this copy of the Resolution of the Board of Directors. This resolution is still valid and in effect as of date signed.

Mark Schlag
Vice President Finance, Assistant-Secretary & Treasurer
Date: 09/21/2023

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Polydyne Inc.
General Information

Federal Identification No.	**34-1810283**
State of Incorporation:	**Delaware**
Date of Incorporation:	**August 21, 1995**
Administrative Offices:	**P.O. Box 279, 1 Chemical Plant Road Riceboro, GA 31323**
Payment Address:	**P.O. Box 404642 Atlanta, GA 30384-4642**

Board of Directors

John Pittman

Officers

President	**John Pittman**
Secretary	**Christopher Gannon**
VP-Finance, CFO, Treasurer & Assistant Secretary	**Mark Schlag**
Senior Vice President	**Boyd Stanley**
Vice President	**Ken Luke**

***Authorized Signers-Non Officers**

Bobby Wise	**Controller**

Ownership Disclosure

Corporation	Percent Ownership	Owner
Polydyne Inc.	100	SNF Holding Company
SNF Holding Company	100	SPCM SA
SPCM SA	100	Mr. René PICH holds and/or controls 100% of the shares of SPCM SA, a company duly organized and existing under the laws of France, whose registered office is in ZAC de Milieux, Andrézieux, (42163), FRANCE, registered under the number 312 327 737 in the Commercial Registry of the town of Saint-Etienne (42000), FRANCE.

Rev. 11/2022

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Cust Org Id	Org Name	Start Date	E-Verify Location	E-Verify Start Date	E-Verify Company ID	Earliest Hire Date	Data Source	Order in Hierarchy
101	101 - SNF HOLDING	2013-03-11	Y	2011-01-28	385743	2010-10-14	Migrated from Vista	-->49616-SNF Holding Company (Company)
401	401 - POLYDYNE	2013-04-02	Y	2011-01-28	385743	2010-10-14	Payroll	-->49616-SNF Holding Company (Company)

You have elected to export information from the ADP eI-9 system. This information contains personal information. By exporting this data you accept responsibility to protect and secure this data.

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You have elected to export information from the ADP eI-9 system. This information contains personal information. By exporting this data you accept responsibility to protect and secure this data.

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E-Verify

Company ID Number:32855 Client Company ID Number:385743

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the SNF Holding Company (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: https://e-verify.uscis.gov/emp. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
    A. Notice of E-Verify Participation
    B. Notice of Right to Work
4. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
5. The Employer agrees to become familiar with and comply with the most recent version of theE-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web ServicesE-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be

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presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

   A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

   B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's

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perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
15. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA through its Web ServicesE-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

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22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with theE-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
   A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
   B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will createE-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the

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Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access toE-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

    A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

    B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

    Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only

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under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

    A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

    B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

    C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

    D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

    E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

        i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

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ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

A. Automated verification checks on alien employees by electronic means, and

B. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

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3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must

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allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
   A. Scanning and uploading the document, or
   B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

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8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web ServicesE-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

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software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
   A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
   B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

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2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

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C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. SNF Holding Company (Employer) hereby designates and appoints Maricel Salazar (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

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Company ID Number:32855 Client Company ID Number:385743

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent ADP, Inc.	
Name (Please Type or Print) Maricel Salazar	Title
Signature Electronically Signed	Date February 09, 2021
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

DocuSign Envelope ID: DF9ECCFC-2CE7-49E6-A1F8-74E4F81D13BB

Company ID Number:32855 Client Company ID Number:385743

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	SNF Holding Company
Company Facility Address	One Chemical Plant Road Riceboro, GA 31323
Company Alternate Address	
County or Parish	Liberty
Employer Identification Number	51-0329277
North American Industry Classification Systems Code	Chemical Manufacturing (325)
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	0

DocuSign Envelope ID: DF9ECCFC-2CE7-49E6-A1F8-74E4F81D13BB

Company ID Number:32855 Client Company ID Number:385743

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

DocuSign Envelope ID: DF9ECCFC-2CE7-49E6-A1F8-74E4F81D13BB

Company ID Number:32855 Client Company ID Number:385743

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Jennifer Hinze
Phone Number	(912) 880-8091
Fax Number	
Email Address	jenniferh@snfhc.com

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DIVISION OF CORPORATIONS

Detail by Entity Name

Foreign Profit Corporation
POLYDYNE INC.

Filing Information

Document Number	F01000005154
FEI/EIN Number	34-1810283
Date Filed	10/02/2001
State	DE
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	11/17/2004

Principal Address

1 Chemical Plant Rd.
Riceboro, GA 31323

Changed: 04/23/2021

Mailing Address

1 Chemical Plant Rd.
Riceboro, GA 31323

Changed: 04/23/2021

Registered Agent Name & Address

NRAI SERVICES, INC
1200 South Pine Island Road
Plantation, FL 33324

Name Changed: 03/06/2006

Address Changed: 02/11/2011

Officer/Director Detail

Name & Address

Title President

Pittman, John
1 Chemical Plant Rd.
Riceboro, GA 31323

DocuSign Envelope ID: DF9ECCFC-2CE7-49E6-A1F8-74E4F81D13BB

Title Director

Pittman, John
1 Chemical Plant Rd.
Riceboro, GA 31323

Title Treasurer / CFO

Schlag, Mark
1 Chemical Plant Rd.
Riceboro, GA 31323

Title Secretary

Gannon, Christopher
1 Chemical Plant Rd.
Riceboro, GA 31323

Annual Reports

Report Year	Filed Date
2021	04/23/2021
2022	04/04/2022
2023	02/24/2023

Document Images

02/24/2023 -- ANNUAL REPORT	View image in PDF format
04/04/2022 -- ANNUAL REPORT	View image in PDF format
04/23/2021 -- ANNUAL REPORT	View image in PDF format
05/08/2020 -- ANNUAL REPORT	View image in PDF format
03/20/2019 -- ANNUAL REPORT	View image in PDF format
04/07/2018 -- ANNUAL REPORT	View image in PDF format
04/15/2017 -- ANNUAL REPORT	View image in PDF format
03/30/2016 -- ANNUAL REPORT	View image in PDF format
04/22/2015 -- ANNUAL REPORT	View image in PDF format
04/22/2014 -- ANNUAL REPORT	View image in PDF format
08/02/2013 -- ANNUAL REPORT	View image in PDF format
02/01/2012 -- ANNUAL REPORT	View image in PDF format
06/17/2011 -- ANNUAL REPORT	View image in PDF format
01/04/2010 -- ANNUAL REPORT	View image in PDF format
04/08/2009 -- ANNUAL REPORT	View image in PDF format
04/01/2008 -- ANNUAL REPORT	View image in PDF format
07/19/2007 -- ANNUAL REPORT	View image in PDF format
06/30/2006 -- ANNUAL REPORT	View image in PDF format
03/06/2006 -- Reg. Agent Change	View image in PDF format
05/02/2005 -- ANNUAL REPORT	View image in PDF format
11/17/2004 -- REINSTATEMENT	View image in PDF format

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03/17/2003 -- ANNUAL REPORT	View image in PDF format
03/15/2002 -- ANNUAL REPORT	View image in PDF format
10/02/2001 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

DocuSign Envelope ID: DF9ECCFC-2CE7-49E6-A1F8-74E4F81D13BB

2023 FOREIGN PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 24, 2023
Secretary of State
0150360450CC

DOCUMENT# F01000005154

Entity Name: POLYDYNE INC.

Current Principal Place of Business:

1 CHEMICAL PLANT RD.
RICEBORO, GA 31323

Current Mailing Address:

1 CHEMICAL PLANT RD.
RICEBORO, GA 31323 US

FEI Number: 34-1810283

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

NRAI SERVICES, INC
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT	Title	DIRECTOR
Name	PITTMAN, JOHN	Name	PITTMAN, JOHN
Address	1 CHEMICAL PLANT RD.	Address	1 CHEMICAL PLANT RD.
City-State-Zip:	RICEBORO GA 31323	City-State-Zip:	RICEBORO GA 31323
Title	TREASURER / CFO	Title	SECRETARY
Name	SCHLAG, MARK	Name	GANNON, CHRISTOPHER
Address	1 CHEMICAL PLANT RD.	Address	1 CHEMICAL PLANT RD.
City-State-Zip:	RICEBORO GA 31323	City-State-Zip:	RICEBORO GA 31323

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SCHLAG MARK TREASURER 02/24/2023

Electronic Signature of Signing Officer/Director Detail — Date

Certificate Of Completion

Envelope Id: DF9ECCFC2CE749E6A1F874E4F81D13BB
Status: Completed
Subject: FOR SIGNATURE - WRS/230496
Source Envelope:
Document Pages: 94
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Jamil Ramirez
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
jramirez@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
11/28/2023 4:46:44 PM
Holder: Jamil Ramirez
jramirez@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 Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 11/28/2023 4:48:39 PM Viewed: 11/29/2023 8:36:47 AM Signed: 11/29/2023 8:37:02 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
James P. Hilty, Sr. jhilty@ocalafl.org President Security Level: Email, Account Authentication (None)	DocuSigned by: James P. Hilty, Sr. 6FD4FC329B6F4DF... Signature Adoption: Pre-selected Style Using IP Address: 67.231.58.39 Signed using mobile	Sent: 11/29/2023 8:37:04 AM Viewed: 11/29/2023 11:03:39 AM Signed: 11/29/2023 11:04:09 AM
Electronic Record and Signature Disclosure: Accepted: 2/22/2023 9:50:44 PM ID: 14e56788-1409-4fcd-8b7c-ddcc68b32a87		
Angel B. Jacobs ajacobs@ocalafl.org Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 11/29/2023 11:04:11 AM Viewed: 11/29/2023 11:17:55 AM Signed: 11/29/2023 11:18:25 AM
Electronic Record and Signature Disclosure: Accepted: 11/29/2023 11:17:55 AM ID: 07e47e76-cb03-4700-ba45-b54cd40108f9		
Boyd Stanley bids@polydyneinc.com Sr. Vice-President POLYDYNE INC. Security Level: Email, Account Authentication (None)	DocuSigned by: Boyd Stanley B7481AD4161847B... Signature Adoption: Pre-selected Style Using IP Address: 65.56.52.193	Sent: 11/29/2023 11:18:27 AM Viewed: 11/29/2023 4:31:41 PM Signed: 11/30/2023 10:04:49 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 11/29/2023 4:31:41 PM ID: 350554cf-d89e-4dd4-82f9-7e4aa0254c95		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/28/2023 4:48:40 PM
Certified Delivered	Security Checked	11/29/2023 4:31:41 PM
Signing Complete	Security Checked	11/30/2023 10:04:49 AM
Completed	Security Checked	11/30/2023 10:04:49 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

File #: 2026-1683 Agenda Item #: 10d.

Submitted By: Lyn Cole / Susan Dobson

Presentation By: Michael Balken

Department: Police

FORMAL TITLE:
Three-year contract for janitorial services with JJ Holding and Services, LLC in the amount of $35,700 annually and an aggregate expenditure of $107,100

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
The bid was released to the public on May 12, 2026.

BACKGROUND:
The Ocala Police Department is responsible for maintaining its facilities in a clean, safe, and sanitary condition, thereby ensuring a healthy environment for employees and visitors. This includes professional cleaning of the Ocala Police Department Headquarters, West District Office, East District Office, and Uniform Drug Enforcement Strike Team Office. These services will cover offices, reception areas, restrooms, breakrooms, kitchens, rental lounges, and auditoriums.

FINDINGS AND CONCLUSIONS:
On May 12, 2026, the City issued an Invitation to Bid (ITB) #OPD/260715 to secure janitorial services for the Ocala Police Department. The bidding process aimed to establish a three-year contract. The bid closed on June 8, 2026, with 17 cleaning companies submitting proposals.

After a comprehensive evaluation of the bids, notice of intent to award was provided to JJ Holding and Services, LLC.

Bidder Name	Office Location	Total Bid Amount Three Years
Faithworks Total Ground Maintenance, LLC *Vendor withdrew*	Mount Dora, FL	$ 100,080.00
JJ Holding and Services, LLC	Tampa, FL	$ 107,100.00
Mega Service Solutions, Inc	Tampa, FL	$ 115,380.00
Bright Corners, Inc	Ocala, FL	$ 153,215.28
Serviamigos Solutions, LLC	Ocala, FL	$ 157,896.00
Clean Space, Inc	Coral Springs, FL	$ 159,062.04
Sovereign Commercial Services	Tampa, FL	$ 186,276.54
Inspired Hope, Inc	Orlando, FL	$ 204,900.84
Building Maintenance Services, Inc	Kennesaw, GA	$ 210,910.68
Eco Clean Maintenance, Inc	Jacksonville, FL	$ 220,032.00
Sterile Environment Technologies	Orlando, FL	$ 262,800.00
NS Cleaning & Multiservices, LLC	Haines City, FL	$ 287,280.00
Admirable Quality Services, LLC	Zephyrhills, FL	$ 327,600.00
American Janitorial, Inc	Umatilla, FL	$ 439,022.88
Tara's Cleaning Service With Heart, LLC	Gainesville, FL	$ 450,000.00
4M Building Solutions	St. Pete, FL	$ 678,096.00
First Coast Franchising, LLC	Jacksonville, FL	$ 751,923.72

Staff recommends approval.

FISCAL IMPACT:
Funding of $5,950 is available in the Fiscal Year 2025-26 budget account 001-018-821-521-52-34010 - Other Services, and $35,700 will be budgeted in Fiscal Year 2026-2027 and in Fiscal Year 2027-2028.

PROCUREMENT REVIEW:
These services were procured in compliance with the City's procurement policy.

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

AGREEMENT FOR OCALA POLICE DEPARTMENT JANITORIAL SERVICES

THIS AGREEMENT FOR OCALA POLICE DEPARTMENT JANITORIAL SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **J&J HOLDINGS AND SERVICES, LLC** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 46-2544146) ("Contractor").

WHEREAS, on May 12, 2026, City issued an Invitation to Bid for the provision of janitorial services at Ocala Police Department locations, ITB No.: OPD/260715 (the "Solicitation"); and

WHEREAS, seventeen (17) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by J&J Holdings and Services, LLC was found to be the lowest; and

WHEREAS, Contractor was chosen as the intended awardee to provide janitorial services for Ocala Police Department locations (the "Project"); and

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

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

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

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

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:
   Exhibit A: Scope of Work (A-1 through A-6)
   Exhibit B: Price Proposal (B-1 through B-1)

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

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

4. **COMPENSATION.** City shall pay Contractor an amount no greater than **ONE HUNDRED SEVEN THOUSAND, ONE HUNDRED AND NO/100 DOLLARS ($107,100)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.

   A. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to

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

B. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **Ocala Police Department, 402 S. Pine Avenue, Ocala, Florida 34470**, Attn: **Steven Chojnacki, ADDRESS**, E-Mail: schojnacki@ocalapd.gov.

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

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

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

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

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its

suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **JULY 22, 2026,** and continue in effect for a term of **THREE (3) YEARS**, through and including **JULY 21, 2029** (the "Term"). This Agreement may be renewed for up to **TWO (2)** additional **ONE (1) YEAR** periods by written consent between City and Contractor.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

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

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

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.

   A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

   B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party

in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

   (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

   (2) Contractor provides material that does not meet the specifications of the Agreement;

   (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or

   (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

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

C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

   (1) City shall be entitled to terminate this Agreement without further notice;

   (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;

   (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and

   (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

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

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

9. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

10. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

12. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.

B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.

C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

D. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c)

for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

    A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

    B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.

    C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

    D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

    E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

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

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

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

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

15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms

of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.

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

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

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and

    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.

    C. Policy must include coverage for contractual liability and independent contractors.

    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

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

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

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

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

20. **ADDITIONAL INSURANCE REQUIREMENTS.**

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

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

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

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

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

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

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

21. **EMPLOYEE DISHONESTY/FIDELITY BOND.** Contractor must obtain, at Contractor's expense, and keep in effect during the term of the contract, Employee Dishonesty, Third Party Fidelity Bond, and Inside Money and Securities coverage for City-owned property in the care, custody, or

control of the Contractor. Coverage limits shall not be less than $1,000,000. The policy must include the City of Ocala as the loss payee.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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.

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

38. **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.

39. **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:	J&J Holdings and Services, LLC Attention: Curtis Bell 1529 North A Street Tampa, Florida 33606 Phone: 813-260-0630 E-mail: jandjholdingsandservices@yahoo.com
If to City of Ocala:	Jameel Barnes, Director City of Ocala, Procurement & Contracting Department 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

40. **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.
41. **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.
42. **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.
43. **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.
44. **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.

45. **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.
46. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
47. **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.
48. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
49. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
50. **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.
51. **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.
52. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Ire Bethea, Sr.
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

J&J HOLDINGS AND SERVICES, LLC

_____

By: _____
(Printed Name)

Title: _____
(Title)

BACKGROUND

Contractor shall provide janitorial services for the Ocala Police Department (OPD) facilities. These services will cover offices, reception areas, restrooms, break rooms, kitchens, rental lounges, auditoriums, etc.

Level II Background Check Requirement: Contractor's employees and all subcontractors working onsite must complete a Level II background check. Background checks shall be scheduled with the City of Ocala Project Manager and will be conducted by the Ocala Police Department. Employees requiring unescorted access to the Police Department must be fingerprinted, complete the Criminal Justice Standards Training (CJST) Test, and have their criminal history verified, if applicable, prior to the commencement of work.

CONTRACT MONITORING

1. The City Project Manager will monitor and evaluate the Contractor's performance, including the contract terms and conditions, for any failure to perform satisfactory services or failure to correct non-conforming services. Should services not be performed and/or not be supplied as specified herein, the Contractor shall be notified by 4:00 p.m. the same business day. Contractor will have until 12:00 p.m. the following day to provide corrective measures. In cases where next-day notification is not possible, the Contractor shall rectify any situations within one (1) business day of the City reporting a service issue. Should corrections not be made, the City will assess a charge of $50.00 per building against the monthly invoice.
2. In the event the Contractor, for any reason whatsoever, consistently fails (three [3] times within a billing cycle) to perform work to the quality and quantity required herein, the City reserves the right to assess a charge of $150.00 per building against the monthly invoice.
3. OPD Headquarters requires a monthly walk-through with the Contractor supervisor and City Project Manager.

PROJECT SUMMARY, DELIVERABLES, AND HOURS

1. **Project Summary:** The Contractor will be required to perform the following services for the City of Ocala:

   A. **<u>Daily</u>**

      1) **Maintain Floors.** All floors, except carpeted areas, shall be swept, dust mopped, damp mopped, and wet mopped to ensure the floors are free from dirt, debris, dust, scuff marks, heel marks, other stains and discoloration, and other foreign matters. Chairs, trash receptacles, rugs, chair mats, and all other items shall be moved to maintain the floors underneath these items. All moved items shall be returned to their original and proper position.

      2) **Remove Trash.** All trash containers in common areas shall be emptied on days of cleaning service. All trash receptacles and boxes in the office will be emptied by City staff. Trash shall be removed. Any obviously soiled or torn plastic trash receptacle liners shall be replaced. The trash shall be deposited in the nearest outside trash collection container. Trash receptacles shall be left clean, free of foreign matter, and free of odors.

      3) **Empty and Clean Ashtrays.** The Contractor shall empty all ashtray urns on days of cleaning service.

      4) **Clean Drinking Fountains.** Clean and disinfect all drinking fountains.

5) **Vacuum Carpets.** Vacuum all carpeted areas. After vacuuming, the carpeted area shall be free of all visible dirt, debris, litter, and other foreign matter. All tears, burns, and raveling shall be brought to the attention of the department representative. In the 911/Dispatch area, all workstations will be raised up and vacuumed underneath to remove all debris.

6) **General Spot Cleaning.** Perform spot cleaning continually. Spot cleaning includes door guards, door handles, push bars, and kick plates. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil.

7) **Kitchens/Lounge Areas/Break Rooms.** Clean and disinfect all tables, sinks, countertops, and stovetops. Surfaces shall be free of streaks, stains, spots, and smudges.

8) **Elevators.** All elevators are to be swept and damp mopped. Doors, both inside and outside, shall be cleaned.

B. **Weekly**

1) **Clean Stairways**. All floor surfaces shall be cleaned in accordance with paragraph D1a or 1f, as appropriate for floor covering. Grease and grime shall be removed from stair guards, handrails, and baseboards. Contractor shall remove all marks, dirt, smudges, scuffs, and other foreign matters from adjoining stairwell walls to provide or maintain a clean, uniform appearance.

2) **General Dusting.** All horizontal surfaces must be dusted or cleaned to eliminate dust collection (file cabinets, windowsills, bookshelves, tables, partition walls, tops of lockers, 911 dispatchers' work area, etc.). All windowsills and window frames are to be free of spider webs, cleaning of cobwebs in/at all OPD buildings, lobby/atriums/outside doors and windows.

3) **Entrance Areas.** Remove all spider webs and wash all windows, doors, and entrance ceiling areas to maintain a clean appearance.

4) Elevators. All stainless-steel walls and doors must be polished with an oil-based stainless-steel polish.

C. **Monthly**

1) **Dust Ceiling Fans**. All ceiling fans will be dry dusted.

2) **Blinds and Windowsills.** All blinds are to be dusted, and the windowsills are to be cleaned and free from dust and any foreign objects.

2. **Basic Restrooms/Locker Rooms Cleaning Services:** Contractor shall accomplish all cleaning tasks to meet the requirements of this scope of work. The minimum cleaning frequencies for restrooms and locker rooms are listed below:

A. **Daily**

1) **Clean and Disinfect.** Completely clean and disinfect all surfaces of sinks, toilet bowls, urinals, lavatories, showers, shower mats, dispensers, plumbing fixtures, partitions, doors, walls, and other such surfaces, using a germicidal detergent. After cleaning, receptacles shall be free of deposits, dirt, streaks, and odors.

2) **Sweep and Mop Floors.** After sweeping and mopping, the entire floor surface shall be free from litter, dirt, dust, and debris. Grout on walls and floor tiles shall be free of dirt, scum, mildew, and residue. Floors shall have a uniform appearance without streaks, swirl marks, detergent

residue, or any evidence of soil, stain, film, or standing water. Moveable items shall be tilted or moved to sweep and damp mop underneath.

3) **Stock Restroom Supplies.** Contractor shall ensure restrooms are stocked sufficiently so that supplies do not run out. Supplies shall be stored in designated areas. The City will supply paper products, and the Contractor will be responsible for supplying all cleaning products. Contractor will be responsible for filling soap, paper towels, sanitary bags, and paper towel dispensers.

4) **Trash Removal.** Remove trash from bins and replace liners.

B. **Weekly**

1) Disinfect all surfaces of partitions, stalls, stall doors, entry doors (including handles, kick plates, ventilation grates, and metal guards), and wall areas adjacent to wall-mounted lavatories, urinals, and toilets.

3. **Floor/Cobwebs Maintenance:** The City currently has the following types of flooring:
   - Cobweb removal in the Atrium and lobby.
   - Tile Ceramic – Deep cleaning

   A. All pricing for floor maintenance shall be based on a square foot price of flooring. Floor maintenance pricing is optional and will not be considered in the determination of the award. Pricing for floor maintenance shall be provided for the following services:

      1) Cobweb removal
      2) Deep cleaning (tile)
      3) Buffing

   B. City will make the determination when floors are to be deep cleaned, stripped, and waxed, or buffed.

4. **Emergency Services:** Upon notification, the Contractor shall perform emergency cleaning required in any building, area, or room covered under this contract. Contractor shall begin emergency work, as determined by the point of contact, within one (1) hour of notification, which may be verbal. Emergency cleaning services will be priced **per hour** and will not be considered in the determination of the award.

5. **Storage:** On-site storage of materials and equipment is not available in all areas. Storage areas will be designated where available. The awarded Contractor will be made aware of these locations.

6. **Bonds: Employee Dishonesty/Fidelity Bond, Inside Money and Securities Coverage** – Contractor must obtain, at Contractor's expense, and keep in effect during the term of the contract, Employee Dishonesty, Third Party Fidelity Bond, and Inside Money and Securities coverage for City-owned property in the care, custody, or control of the Contractor. Coverage limits shall not be less than $1,000,000. The policy must include the City of Ocala as the loss payee.

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 must certify they possess sufficient equipment/staff to perform services outlined herein.
3. The Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager.

The telephone must be answered during normal working hours, or voicemail must be available to take a message.

4. 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.
5. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good an appearance as the job conditions permit.
6. 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.
7. No smoking is allowed on City property or projects.
8. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
9. All company trucks must have a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:
   A. Access to City buildings and facilities to perform the work. The Facilities department will provide keys to the building and will assist in getting badge access and alarm codes for the Contractors.
   B. Designated storage areas where available. Contractor will be made aware of such locations.
   C. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
   D. Provide office facilities for the Contractor, if needed.
   E. The City of Ocala will be furnishing paper products for restrooms and break rooms, and trash liners. It will be the Contractor's responsibility to refill break rooms and restrooms as needed.
2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a markup fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. Staffing should be determined by the services outlined in this scope of work and assigned to specific facilities. The number of staff assigned to each facility should be based on the number of hours recommended in the industry standard for the services outlined.
2. Provide all management, tools, equipment, supplies, and labor necessary to ensure janitorial services are performed in a manner that will maintain a satisfactory facility condition and present a clean, neat, and professional appearance.
3. Employees must be able to communicate effectively in English, both verbally and in writing. Smoking, consumption of alcohol, use of illegal drugs, or use of legal drugs in an illegal manner is prohibited on or near any City property, at any time.

4. Ensure that satisfactory standards are maintained with regards to employees' competency, conduct, appearance, and integrity, at the discretion of the City. All employees must wear a shirt with the company name or logo on it, as well as an ID badge at all times while on City property.
5. The city Project Manager must approve all cleaning materials. Furnish Safety Data Sheets (SDS) on **all** products used in all City facilities. The SDS will be kept with all products used at each location. A copy shall also be provided to the City Project Manager. Contractor will be held responsible for any damage due to chemical cleaning products because of negligence on the part of the Contractor's employees, agents, or representatives to any person and/or property.
6. Under no circumstances or for any reason shall the Contractor, its employees, agents, or representatives ever dispose of any flammable, toxic, or caustic materials into any City-provided container or in or upon City property. Should the contractor knowingly violate the terms of this provision, the Contractor shall be held liable for the cost of the timely and proper legal disposal of said material(s). Further, the Contractor shall be held liable for any penalty imposed upon the City otherwise and for remediation of any property damage caused by said disposal.
7. Confine equipment, storage of equipment and materials, and the operation of contractor's workers to areas permitted by law, ordinances, or permits, and shall not unreasonably encumber the premises with materials or equipment.
8. Accept responsibility for any damage to City or personal property due to negligence on the part of the Contractor and/or their employees.
9. Inform the City Project Manager of any known deficiencies in the buildings (spots, stains, clogged toilets, broken dispensers, water leaks, elevator malfunctions, etc.). Deficiencies that require immediate attention must be communicated to the City Project Manager immediately.
10. Be fully responsible for the replacement of any keys lost or damaged by Contractor's employees, agents, or representatives. If a City facility's security is jeopardized by the Contractor's mismanagement of keys or access cards, the Contractor shall reimburse the City for all costs to ensure the security of the facility.
11. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
12. The Contractor shall obtain and pay for any licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
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 no later than one (1) month from the date damage occurred.

SUB-CONTRACTORS

1. Contractor must perform a minimum of 30% of the work with their own forces.
2. Services assigned to subcontractors must be approved in advance by the City Project Manager.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** The Contractor shall keep the premises free at all times from the accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include, but not be limited to:
   A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonably neat condition.
   B. The work site will be completely cleaned after each day of work.
   C. Contractor shall legally dispose of debris.
2. **Final Cleaning:** Upon completion of work, clean the entire work area as applicable.
   A. All furnishings and equipment shall be placed back in the original locations.
   B. All work areas must be returned to original condition.
   C. 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 leave the area in a neat and presentable condition.

SAFETY

1. The Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, subcontractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed, or stolen.

INITIAL TERM PRICING				
ITEM	**Building Name**	**Cleaning Frequency**	**Monthly Cost**	**Annual Cost**
1	OPD Main Building (Headquarters) 402 S. Pine Avenue	5 days per week (Monday-Friday, 8:00 am- 3:00 pm)	$1,955.00	$ 23,460.00
2	OPD West District 625 NW MLK Ave	3 days per week (Monday, Wednesday, Friday 8:00 a.m. to 9:30 am)	$ 390.00	$ 4,680.00
3	OPD East District 305 NE 8th St	3 days per week (Monday, Wednesday, Friday 8:00 a.m. to 9:30 a.m.)	$ 390.00	$ 4,680.00
4	UDEST	2 days per week (Tuesday and Thursday 8:00 a.m. to 9:30 a.m.)	$ 240.00	$ 2,880.00

OPTIONAL LINE ITEMS		
Exterior Window Cleaning		
Item	**Building Name**	**Price per Occurrence**
5	OPD Main Building (Headquarters)	$1,000.00
6	OPD West District	$500.00
7	OPD East District	$500.00
8	UDEST	$ 250.00
Floor Maintenance		
Item	**Type of Floor/Maintenance**	**Price per Square Foot**
9	VCT - Stripping and waxing/buffing	$ 0.35
10	Tile Ceramic - Deep cleaning	$ 0.30
Emergency Cleaning Services		
Item	**Emergency Cleaning- Any Building**	**Price per Hour**
11	Cost per hour for emergency cleaning services at any location covered under	$30.00

BID TABULATION & NOTICE OF INTENT TO AWARD

Bid Name: **Janitorial Services - OPD**
ProRFx ID: **ITB04282600000075**
Notifications Sent: 5504
Bids: 17

Solicitation: **ITB# OPD/260715**
Buyer: Louis Joseph
Buyer Email: ljoseph@ocalafl.gov
Buyer Phone: 352-629-8260

6/9/2026 **Notice of Intent to Award** to **Faithworks Total Ground Maintenance, LLC.** pending City Council approval.

Bidder Name	Office Location	Total Bid Amount three (3) Years
~~**Faithworks Total Ground Maintenance, LLC**~~ *Vendor withdrew*	~~Mount Dora, FL~~	~~$ 100,080.00~~
JJ Holding and Services, LLC	Tampa, FL	**$ 107,100.00**
Mega Service Solutions, Inc	Tampa, FL	$ 115,380.00
Bright Corners, Inc	Ocala, FL	$ 153,215.28
Serviamigos Solutions, LLC	Ocala, FL	$ 157,896.00
Clean Space, Inc	Coral Springs, FL	$ 159,062.04
Sovereign Commercial Services	Tampa, FL	$ 186,276.54
Inspired Hope, Inc	Orlando, FL	$ 204,900.84
Building Maintenance Services, Inc	Kennesaw, GA	$ 210,910.68
Eco Clean Maintenance, Inc	Jacksonville, FL	$ 220,032.00
Sterile Environment Technologies	Orlando, FL	$ 262,800.00
NS Cleaning & Multiservices, LLC	Haines City, FL	$ 287,280.00
Admirable Quality Services, LLC	Zephyrhills, FL	$ 327,600.00
American Janitorial, Inc	Umatilla, FL	$ 439,022.88
Tara's Cleaning Service With Heart, LLC	Gainesville, FL	$ 450,000.00

4M Building Solutions	St. Pete, FL	$ 678,096.00
First Coast Franchising, LLC	Jacksonville, FL	$ 751,923.72

Item	Description	Qty	UOM	Monthly Cost	Annual Cost
1	**OPD Main Building (Headquarters) 402 S. Pine Ave.**	**12**	**LS**		
	Faithworks Total Ground Maintenance, LLC	12	LS	$ 1,650.00	$ 19,800.00
	JJ Holding and Services, LLC	12	LS	$ 1,955.00	$ 23,460.00
	Mega Service Solutions, Inc	12	LS	$ 1,935.00	$ 23,220.00
	Bright Corners, Inc	12	LS	$ 3,000.00	$ 36,000.00
	Serviamigos Solutions, LLC	12	LS	$ 2,725.00	$ 32,700.00
	Clean Space, Inc	12	LS	$ 3,241.62	$ 38,899.44
	Sovereign Commercial Services	12	LS	$ 3,853.24	$ 46,238.85
	Inspired Hope, Inc	12	LS	$ 3,925.15	$ 47,101.80
	Building Maintenance Services, Inc	12	LS	$ 4,423.63	$ 53,083.56
	Eco Clean Maintenance, Inc	12	LS	$ 4,987.00	$ 59,844.00
	Sterile Environment Technologies	12	LS	$ 4,789.00	$ 57,468.00
	NS Cleaning & Multiservices, LLC	12	LS	$ 6,600.00	$ 79,200.00
	Admirable Quality Services, LLC	12	LS	$ 7,128.33	$ 85,539.96
	American Janitorial, Inc	12	LS	$ 10,806.61	$ 129,679.32
	Tara's Cleaning Service With Heart, LLC	12	LS	$ 8,650.00	$ 103,800.00
	4M Building Solutions	12	LS	$ 13,272.00	$ 159,264.00
	First Coast Franchising, LLC	12	LS	$ 18,388.12	$ 220,657.44

Item	Description	Qty	UOM	Monthly Cost	Annual Cost
2	**OPD West District 625 NW MLK Ave**	**12**	**LS**		
	Faithworks Total Ground Maintenance, LLC	12	LS	$ 375.00	$ 4,500.00
	JJ Holding and Services, LLC	12	LS	$ 390.00	$ 4,680.00
	Mega Service Solutions, Inc	12	LS	$ 435.00	$ 5,220.00
	Bright Corners, Inc	12	LS	$ 418.66	$ 5,023.92
	Serviamigos Solutions, LLC	12	LS	$ 621.00	$ 7,452.00
	Clean Space, Inc	12	LS	$ 432.29	$ 5,187.48
	Sovereign Commercial Services	12	LS	$ 495.42	$ 5,945.00
	Inspired Hope, Inc	12	LS	$ 659.94	$ 7,919.28
	Building Maintenance Services, Inc	12	LS	$ 475.00	$ 5,700.00
	Eco Clean Maintenance, Inc	12	LS	$ 425.00	$ 5,100.00
	Sterile Environment Technologies	12	LS	$ 752.00	$ 9,024.00
	NS Cleaning & Multiservices, LLC	12	LS	$ 490.00	$ 5,880.00
	Admirable Quality Services, LLC	12	LS	$ 758.33	$ 9,099.96
	American Janitorial, Inc	12	LS	$ 434.09	$ 5,209.08
	Tara's Cleaning Service With Heart, LLC	12	LS	$1, 150.00	$ 13,800.00
	4M Building Solutions	12	LS	$ 1,845.00	$ 22,140.00
	First Coast Franchising, LLC	12	LS	$ 850.00	$ 10,200.00

Item	Description	Qty	UOM	Monthly Cost	Annual Cost
3	**OPD East District 305 NE 8th Street**	**12**	**LS**		
	Faithworks Total Ground Maintenance, LLC	12	LS	$ 375.00	$ 4,500.00
	JJ Holding and Services, LLC	12	LS	$ 390.00	$ 4,680.00
	Mega Service Solutions, Inc	12	LS	$ 445.00	$ 5,340.00
	Bright Corners, Inc	12	LS	$ 418.66	$ 5,023.92
	Serviamigos Solutions, LLC	12	LS	$ 621.00	$ 7,452.00
	Clean Space, Inc	12	LS	$ 432.15	$ 5,185.80
	Sovereign Commercial Services	12	LS	$ 495.42	$ 5,945.00
	Inspired Hope, Inc	12	LS	$ 659.94	$ 7,919.28
	Building Maintenance, Inc	12	LS	$ 485.00	$ 5,820.00
	Eco Clean Maintenance, Inc	12	LS	$ 425.00	$ 5,100.00
	Sterile Environment Technologies	12	LS	$ 752.00	$ 9,024.00
	NS Cleaning & Multiservices, LLC	12	LS	$ 490.00	$ 5,880.00

	Admirable Quality Services, LLC	12	LS	$ 758.33	$ 9,099.96
	American Janitorial, Inc	12	LS	$ 436.01	$ 5,232.12
	Tara's Cleaning Service With Heart, LLC	12	LS	$ 1,150.00	$ 13,800.00
	4M Building Solutions	12	LS	$ 1,719.00	$ 20,628.00
	First Coast Franchising, LLC	12	LS	$ 850.00	$ 10,200.00

Item	Description	Qty	UOM	Monthly Cost	Annual Cost
4	**UDEST 849 NW 24th Court**	**12**	**LS**		
	Faithworks Total Ground Maintenance, LLC	12	LS	$ 380.00	$ 4,560.00
	JJ Holding and Services, LLC	12	LS	$ 240.00	$ 2,880.00
	Mega Service Solutions, Inc	12	LS	$ 390.00	$ 4,680.00
	Bright Corners, Inc	12	LS	$ 418.66	$ 5,023.92
	Serviamigos Solutions, LLC	12	LS	$ 419.00	$ 5,028.00
	Clean Space, Inc	12	LS	$ 312.34	$ 3,748.08
	Sovereign Commercial Services	12	LS	$ 330.28	$ 3,963.33
	Inspired Hope, Inc	12	LS	$ 446.66	$ 5,359.92
	Building Maintenance, Inc	12	LS	$ 475.00	$ 5,700.00
	Eco Clean Maintenance, Inc	12	LS	$ 275.00	$ 3,300.00
	Sterile Environment Technologies	12	LS	$ 1,007.00	$ 12,084.00
	NS Cleaning & Multiservices, LLC	12	LS	$ 400.00	$ 4,800.00
	Admirable Quality Services, LLC	12	LS	$ 455.01	$ 5,460.12
	American Janitorial, Inc	12	LS	$ 518.37	$ 6,220.44
	Tara's Cleaning Service With Heart, LLC	12	LS	$ 1,550.00	$ 18,600.00
	4M Building Solutions	12	LS	$ 2,000.00	$ 24,000.00
	First Coast Franchising, LLC	12	LS	$ 798.65	$ 9,583.80

File #: 2026-1703 Agenda Item #: 10e.

Submitted By: TJ Fulmer

Presentation By: Darren Park

Department: Public Works

FORMAL TITLE:
Fourth Amendment to agreement with Wear Gloves, Inc. for the final one-year renewal term of the contract for annual litter control and drain inlet surface cleaning services in the amount of $539,682

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Public Works Department has ongoing staffing needs for litter control. Wear Gloves, Inc. (Wear Gloves), a community non-profit organization, has provided litter control for the City since September 6, 2019.

On February 15, 2022, the City Council approved additional expenditures under the contract to cover additional hours to meet the growing demands for litter control.

In 2022, Public Works sought a procurement exemption that would allow the City to continue using Wear Gloves to provide litter control services without issuing a competitive solicitation, because Wear Gloves has provided efficient, cost-effective specialty services to the City over the prior three years. The City Contracting Officer granted the exemption after considering the limited number of entities that provide litter control services and the City's benefit from such services.

On June 7, 2022, the City Council awarded a contract (Contract No. PWD/220178) to Wear Gloves for the provision of litter control, landscape maintenance, and miscellaneous services for a three-year term from August 1, 2022, through July 31, 2025. The contract included the option for two additional one-year renewal periods.

On June 20, 2023, the City Council approved the First Amendment to PWD/220178 to expand the scope of services to include stormwater drain and inlet surface cleaning services and increase the hourly rate of compensation from $11 to $16 through the end of the initial term.

On February 11, 2025, Assistant City Manager Ken Whitehead approved the Second Amendment to PWD/220178, which further amended the scope of services to include additional litter services, expansion of

service locations, and increased expenditures for the same.

On August 5, 2025, the City Council approved the Third Amendment to PWD/220178.

FINDINGS AND CONCLUSIONS:

Wear Gloves has requested a rate increase due to rising labor, insurance, and maintenance expenses. The City would like to add 40 cumulative hours per week to litter control at the City's eight recycling drop-off locations. The request has been evaluated by staff and deemed reasonable. Under the current contract, Wear Gloves is paid $8,336 per week, which consists of $6,128 per week for litter control and $2,208 per week for drain and inlet surface cleaning ($16 per hour multiplied by 383 cumulative hours for litter control and 138 cumulative hours for drain and inlet surface cleaning). The proposed amount to be paid is $10,378.50 per week, consisting of $7,825.50 per week for litter control and $2,553 per week for drain and inlet surface cleaning ($18.50 per hour multiplied by 423 cumulative hours for litter control and 138 cumulative hours for drain and inlet surface cleaning).

On June 12, 2026, another procurement exception was sought and approved. The department provided documentation supporting the requested price increase and has determined the increased price falls within the department's budget. Benchmarking documentation was provided to demonstrate that it is still best value to continue this contract with Wear Gloves.

Staff recommends approval of the Fourth Amendment to the agreement for the second and final one-year renewal with Wear Gloves, from August 1, 2026, through July 31, 2027.

FISCAL IMPACT:
Funding for this contract has been budgeted for Fiscal Year 2025-26 in account 453-023-326-534-53-34010 in the amount of $70,429.50 and account 158-023-430-538-53-34010 in the amount of $22,977; and has been budgeted for Fiscal Year 2026-27 in account 453-023-326-534-53-34010 in the amount of $336,496.50 and in account 158-023-430-538-53-34010 in the amount of $109,779.

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

FOURTH AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES

THIS FOURTH AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES ("Fourth Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **WEAR GLOVES, INC.,** a not-for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 27-3644705) ("Litter Control Provider").

WHEREAS, on June 22, 2022, City and Litter Control Provider entered into an Agreement for Litter Control Services (the "Original Agreement"), City of Ocala Contract No.: PWD/220178 for the provision of city-wide litter control services for a term of three (3) years from August 1, 2022, through July 31, 2025; and

WHEREAS, on June 21, 2023, City and Litter Control Provider entered into a First Amendment to Agreement for Litter Control Services (the "First Amendment"), to incorporate a compensation increase and include drain and inlet cleaning services; and

WHEREAS, On February 11, 2025, City and Litter Control Provider entered into a Second Amendment to Agreement (the "Second Amendment") to amend the scope of services to include additional litter services, expand service locations, and increase the expenditure for the remainder of the Contract Term; and

WHEREAS, On August 13, 2025, City and Litter Control Provider entered into a Third Amendment to Agreement (the "Third Amendment") to extend the Original Agreement, as amended, for the first of two (2) available one-year renewal periods; and

WHEREAS, City and Contractor now desire to amend the Original Agreement, as amended, for the final available one-year renewal period.

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

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

2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Litter Control Provider, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except, for those terms and conditions expressly amended by this Fourth Amendment.

3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for the final one-year renewal term beginning on **AUGUST 1, 2026**, and ending **JULY 31, 2027**.

4. **COMPENSATION.** Litter Control Provider shall be paid a price not to exceed the maximum limiting amount of **FIVE HUNDRED THIRTY-NINE THOUSAND, SIX HUNDRED EIGHTY-TWO AND NO/100 DOLLARS ($539,682)** (the "Contract Sum") over Renewal Term as full and complete compensation for the timely and satisfactory provision of city-wide litter control services.

5. **AMENDMENT TO PARAGRAPH 4(A) HOURLY RATE AND ANTICIPATED NUMBER OF HOURS PER WEEK FOR SERVICES.** The maximum limiting amount set forth above is based upon a negotiated hourly rate of **EIGHTEEN AND 50/100 DOLLARS PER HOUR ($18.50/Hour)** and

the anticipated delivery of **FOUR HUNDRED TWENTY-THREE (423)** hours per week for litter control services and **ONE HUNDRED THIRTY-EIGHT (138)** hours per week for drain and inlet cleaning services.

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

If to Litter Control Provider:	Wear Gloves, Inc. Attention: Ken Kebrdle 98 NE 9th Street Ocala, Florida 34470 Phone: 352-727-0239 E-mail: ken@weargloves.org
If to City of Ocala:	Jameel Barnes, Director City of Ocala, Procurement & Contracting Department 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

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

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

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

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

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Ire J. Bethea Sr.
City Council President

Approved as to form and legality:

_____

By: _____
(Printed Name)

Title: _____

WEAR GLOVES, INC.

_____

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

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THIRD AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES

THIS THIRD AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES ("Third Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **WEAR GLOVES, INC.,** a not-for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 27-3644705) ("Litter Control Provider").

WHEREAS, on June 22, 2022, City and Litter Control Provider entered into an Agreement for Litter Control Services (the "Original Agreement"), City of Ocala Contract No.: PWD/220178 for the provision of city-wide litter control services for a term of three (3) years from August 1, 2022 through July 31, 2025; and

WHEREAS, on June 21, 2023, City and Litter Control Provider entered into a First Amendment to Agreement for Litter Control Services (the "First Amendment"), to incorporate a compensation increase and include drain and inlet cleaning services; and

WHEREAS, on December 3, 2024, the Public Works Department sought a procurement exception for the provision of additional services by Litter Control Provider, which was subsequently approved; and

WHEREAS, On February 11, 2025, City and Litter Control Provider entered into a Second Amendment to Agreement (the "Second Amendment") to amend the scope of services to include additional litter services, expand service locations, and increase the expenditure for the term of the contract as set forth in the Original Agreement.

WHEREAS, City and Litter Control Provider now desire to renew the first of two one-year renewals available under the Original Agreement.

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

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

2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Litter Control Provider, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except, for those terms and conditions expressly amended by this Third Amendment.

3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional (1) one-year term beginning on **AUGUST 1, 2025,** and terminating **JULY 31, 2026.** Thereafter, this Agreement may be renewed for **ONE (1)** additional **ONE (1) YEAR** period by written consent between City and Litter Control Provider.

4. **COMPENSATION.** Litter Control Provider shall be paid a price not to exceed the maximum limiting amount of **FOUR HUNDRED THIRTY-THREE THOUSAND, FOUR HUNDRED SEVENTY-TWO AND NO/100 DOLLARS ($433,472)** (the "Contract Sum") over Renewal Term as full and complete compensation for the timely and satisfactory provision of city-wide litter control services.

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

If to Litter Control Provider:	Wear Gloves, Inc. Attention: Ken Kebrdle 1469 N. Magnolia Avenue, Unit B Ocala, Florida 34474 Phone: 352-727-0239 E-mail: ken@weargloves.org
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

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

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

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

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

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IN WITNESS WHEREOF, the parties have executed this Third Amendment on 8/13/2025.

ATTEST:

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

Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by: kristen Dreyer
382728BFAF374FC...

Kristen Dreyer
City Council President

Approved as to form and legality:

Signed by: William E. Sexton, Esq.
4A55AB8ABED04F3...

By: William E. Sexton, Esq.
(Printed Name)

Title: City Attorney

WEAR GLOVES, INC.

DocuSigned by: ken kebrdle
576CFCBAED9E414...

By: Ken Kebrdle
(Printed Name)

Title: Chief Operations Officer
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: 272D815F-BE8D-4ADF-8D35-8CCC57B34C64
Status: Completed
Subject: Third Amendment to Agreement for Litter Control Services (PWD/220178)
Source Envelope:
Document Pages: 3
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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

Record Tracking

Status: Original
8/6/2025 10:56:13 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
Ken Kebrdle ken@weargloves.org Chief Operations Officer Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/21/2023 2:05:42 PM ID: ad4d0a30-e324-4750-8bde-e205f259754c	DocuSigned by: Ken Kebrdle 576CFC8AED9E414... Signature Adoption: Pre-selected Style Using IP Address: 67.232.195.201 Signed using mobile	Sent: 8/6/2025 10:58:07 AM Viewed: 8/6/2025 11:18:11 AM Signed: 8/6/2025 11:20:08 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: 216.255.240.104	Sent: 8/6/2025 11:20:09 AM Viewed: 8/13/2025 2:50:02 PM Signed: 8/13/2025 2:50:21 PM
Kristen Dreyer kdreyer@ocalafl.gov Council President City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: kristen Dreyer 382728BFAF374FC... Signature Adoption: Pre-selected Style Using IP Address: 2600:1006:b154:7c9b:ddf4:88cd:aac7:c70 Signed using mobile	Sent: 8/13/2025 2:50:23 PM Viewed: 8/13/2025 4:47:02 PM Signed: 8/13/2025 4:47:34 PM
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/13/2025 4:47:35 PM Viewed: 8/13/2025 4:56:43 PM Signed: 8/13/2025 4:56:55 PM

Signer Events	Signature	Timestamp

Electronic Record and Signature Disclosure:
Accepted: 8/13/2025 4:56:43 PM
ID: a56c5479-aa5b-4166-8757-34cd91260e4f

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/6/2025 10:58:07 AM
Certified Delivered	Security Checked	8/13/2025 4:56:43 PM
Signing Complete	Security Checked	8/13/2025 4:56:55 PM
Completed	Security Checked	8/13/2025 4:56:55 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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SECOND AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **WEAR GLOVES, INC.,** a not-for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 27-3644705) ("Litter Control Provider").

WHEREAS, on June 22, 2022, City and Litter Control Provider entered into an Agreement for Litter Control Services (the "Original Agreement"), City of Ocala Contract No.: PWD/220178 for the provision of city-wide litter control services for a term of three (3) years from August 1, 2022 through July 31, 2025; and

WHEREAS, on June 21, 2023, City and Litter Control Provider entered into a First Amendment to Agreement for Litter Control Services (the "First Amendment"), to incorporate a compensation increase and include drain and inlet cleaning services; and

WHEREAS, on December 3, 2024, the Public Works Department sought a procurement exception for the provision of additional services by Litter Control Provider, which was subsequently approved; and

WHEREAS, City and Litter Control Provider now desire to further amend the scope of services to include additional litter services, expand service locations, and increase the expenditure for the term of the contract as set forth in the Original Agreement.

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

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

2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Litter Control Provider, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except, for those terms and conditions expressly amended by this Second Amendment.

3. **AMENDMENT TO PARAGRAPH 4 - COMPENSATION.** City shall pay Provider an aggregate maximum limiting amount not to exceed **NINE HUNDRED SIXTY THOUSAND, FIVE HUNDRED EIGHTY-SEVEN DOLLARS ($960,587)** (the "Contract Sum") over the initial Contract Term as full and complete compensation for the timely and satisfactory performance of both Litter Control Services and Drain and Inlet Cleaning Services. The compensation due to Provider under this Agreement may only be adjusted by written amendment executed by both parties.

4. **AMENDMENT TO PARAGRAPH 4(A) HOURLY RATE AND ANTICIPATED NUMBER OF HOURS PER WEEK FOR LITTER CONTROL SERVICES.** The maximum limiting amount set forth above is based upon a negotiated hourly rate of **SIXTEEN AND NO/100 DOLLARS PER HOUR ($16.00/Hour)** and the anticipated delivery of **THREE HUNDRED EIGHTY-THREE (383) COLLECTIVE SERVICE HOURS PER WEEK** by Provider personnel for Litter Control Services each year. The total compensation to Provider for Litter Control Services under the initial Contract Term shall not exceed **TWO HUNDRED SEVENTY-EIGHT THOUSAND, FOUR HUNDRED SEVENTY DOLLARS ($278,470).**

Docusign Envelope ID: F9E743FC-F145-43A1-AF80-60327A7E0253

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

If to Litter Control Provider:	Wear Gloves, Inc. Attention: Ken Kebrdle 1469 N. Magnolia Avenue, Unit B Ocala, Florida 34474 Phone: 352-727-0239 E-mail: ken@weargloves.org
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

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

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

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

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

Docusign Envelope ID: F9E743FC-F145-43A1-AF80-60327A7E0253

IN WITNESS WHEREOF, the parties have executed this Second Amendment on 2/11/2025.

ATTEST:

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

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

DocuSigned by:
William E. Sexton
807DCFC4E80E429...

By: William E. Sexton
(Printed Name)

Title: City Attorney

WEAR GLOVES, INC.

DocuSigned by:
Ken Kebrdle
576CFC8AED9E414...

By: Ken Kebrdle
(Printed Name)

Title: Chief Operations Officer
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: F9E743FC-F145-43A1-AF80-60327A7E0253
Status: Completed
Subject: Second Amendment to Agreement for Litter Control Services (PWD/220178)
Source Envelope:
Document Pages: 3
Signatures: 4
Certificate Pages: 5
Initials: 0
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EnvelopeId Stamping: Enabled
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Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
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Ken Kebrdle ken@weargloves.org Chief Operations Officer Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Kebrdle 576CFC8AED9E414... Signature Adoption: Pre-selected Style Using IP Address: 38.34.247.49	Sent: 2/10/2025 1:00:38 PM Viewed: 2/10/2025 1:03:41 PM Signed: 2/10/2025 1:04:53 PM
Electronic Record and Signature Disclosure: Accepted: 6/21/2023 2:05:42 PM ID: ad4d0a30-e324-4750-8bde-e205f259754c		
William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William E. Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/10/2025 1:04:55 PM Viewed: 2/10/2025 2:09:04 PM Signed: 2/10/2025 2:09:23 PM
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Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/10/2025 2:09:24 PM Viewed: 2/10/2025 2:09:50 PM Signed: 2/11/2025 10:44:42 AM
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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: 2/11/2025 10:44:43 AM Viewed: 2/11/2025 10:45:29 AM Signed: 2/11/2025 10:45:46 AM
Electronic Record and Signature Disclosure: Accepted: 2/11/2025 10:45:29 AM ID: 9efcdbc6-5e82-4023-b966-ac492e2ea9e6		

In Person Signer Events	Signature	Timestamp
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Completed	Security Checked	2/11/2025 10:45:46 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Item Details

File Number: 2025-1625

ID #:	2025-1625	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	10	**In Control:**	City Council
				File Created:	07/08/2025
Presented By: :				**Final Action:**	08/05/2025

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

Internal Notes:

Target Meeting: 08/05/2025

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL- Third Amendment-Litter Control Services Agreement (PWD 220178), Fully Executed - Second_Amendment_to_Agreement_for_Litter_Cont , Fully Executed - Amendment 1 - Agreement for Litter Control Services - Wear Gloves, Inc (PWD 220178), Council Report 6-20-23 - Wear Gloves, Inc (PWD 220178), Council Report 2-15-22 - Wear Gloves, Inc (PWD 220178), Fully Executed - Original Agreement for Litter Control Services (PWD 220178), Council Report 6-7-22 - Wear Gloves, Inc (PWD 220178), Fully Executed - 2019 Agreement - CMO-190357 - Wear Gloves

Enactment Number:

:ommendation:

Hearing Date:

Entered by: tstewart@ocalafl.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/05/2025	Approved				Pass

Action Text:

Notes: Mayor Marciano commented the contract with Wear Gloves is a great program. Director of Public Works Darren Park confirmed the City's need for services from Wear Gloves, Inc., has expanded with Mayor Marciano. He explained how funding impacts the ability of the program to expand services.

Mayor Marciano and Council Member Hilty spoke in support of the vendors' community support efforts.

There being no further discussion the motion carried by roll call vote.

Aye:	4	Pro Tem Bethea Sr, Council Member Hilty Sr, Council Member Musleh, and Council President Dreyer
Excused:	1	Council Member Mansfield

Text of Legislative File 2025-1625

Submitted By: Tiffany Stewart
Presentation By: Darren Park
Department: Public Works

STAFF RECOMMENDATION (Motion Ready):
Approve a one-year renewal of the contract with Wear Gloves, Inc. for annual litter control and drain and inlet surface cleaning services in the amount of $433,472

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Public Works Department has ongoing staffing needs for litter control. Wear Gloves, Inc. (Wear Gloves), a community non-profit organization, has provided litter control, landscape maintenance, and miscellaneous other services for the City since September 6, 2019.
In 2022, Public Works sought a procurement exemption which would allow the City to continue to use Wear Gloves for the provision of litter control services without issuing a competitive solicitation on the grounds that Wear Gloves has provided efficient, cost-effective specialty services to the City over the past three years. The City Contracting Officer granted the exemption after considering the limited number of entities providing litter control services and that the City has benefited from the provision of such services. On June 7, 2022, City Council awarded a three-year contract (Contract No. PWD/220178) to Wear Gloves for the provision of litter control, landscape maintenance, and miscellaneous services for a three-year term from August 1, 2022, through July 31, 2025. The contract contained the option for two additional one-year renewal periods.
On February 15, 2022, City Council approved additional expenditures under the contract to cover additional crew members to meet the growing demands for litter control.
On June 20, 2023, City Council approved the First Amendment to PWD/220178, to expand the scope of services to include stormwater drain and inlet surface cleaning services and increase the hourly rate of compensation from $11 to $16 through the end of the initial term.
On February 11, 2025, Assistant City Manager Ken Whitehead approved the Second Amendment to PWD/220178 which further amended the scope of services to include additional services, expansion of service locations and increased expenditures for same.

FINDINGS AND CONCLUSIONS:
Staff now recommends approval of the Third Amendment to PWD/220178 to renew for the first of two one-year renewal terms through July 31, 2026. Wear Gloves has performed exceptionally well, providing litter control and cleaning services for drains and inlet surfaces.

FISCAL IMPACT:
Funding for this contract has been budgeted for Fiscal Year 2024-25 in account 453-023-326-534-53-34010 in the amount of $55,152 and account 158-023-430-538-53-34010 in the amount of $19,872; and has been budgeted for Fiscal Year 2025-26 in account 453-023-326-534-53-34010 in the amount of $263,504 and in account 158-023-430-538-53-34010 in the amount of $94,944.

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

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

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

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FIRST AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WEAR GLOVES, INC.**, a not-for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 27-3644705) ("Litter Control Provider" or "Provider").

WHEREAS, on June 22, 2022, City and Litter Control Provider entered into an Agreement for Litter Control Services (the "Original Agreement"), City of Ocala Contract Number: PWD/220178 for the provision of city-wide litter control services for a term of three (3) years, from August 1, 2022 to July 31, 2025; and

WHEREAS, due to changes in the labor market, Litter Control Provider requested an increase in the hourly rate for services; and

WHEREAS, Litter Control Provider offered to provide drain and inlet cleaning services in addition to litter control services; and

WHEREAS, on June 2, 2023, the City's Public Works Department sought a procurement exception which would allow the use of Litter Control Provider for drain and inlet cleaning services and would raise the rate of compensation; and

WHEREAS, after benchmarking Vendor's increased hourly rate against other providers and considering market conditions to include changes to the Consumer Price Index and increases in Florida's minimum wage during the contract term, Vendor's request for a price adjustment was found to be reasonable; and

WHEREAS, it was further determined that expanding the scope of services under the Original Agreement to include drain and inlet cleaning services in addition to litter control services would serve the City's best interests and afford the City best value;

WHEREAS, City and Litter Control Provider now desire to amend the Original Agreement to reflect the compensation increase and to add drain and inlet cleaning services.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Litter Control Provider agree as follows:

1. **RECITALS.** City and Litter Control Provider hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Litter Control Provider, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO SECTION 3 - SCOPE OF SERVICES.** The following language shall be added to Section 3 – Scope of Services in the Original Agreement:

    J. Drain and inlet cleaning services shall be provided daily in areas defined by the City. A map or list of locations and prioritization of work shall be provided to Provider by the City Project Manager. This list may be revised and updated periodically over the term of this Agreement as agreed upon by Provider and City.

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K. Drain and inlet cleaning services consist of removing debris, typically leaves and litter, from the surface of stormwater drains and the openings of stormwater inlets.

L. Provider shall have at least one (1) person who possesses a Florida Department of Transportation (FDOT) Temporary Traffic Control (TTC) Intermediate Certification before the commencement of drain and inlet cleaning work.

M. Traffic control shall conform to FDOT's most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways." These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone: (904) 488-9220. The foregoing requirements shall be considered as minimum and the Provider's compliance shall in no way relieve Provider of final responsibility for providing adequate traffic control devices for the protection of the public and Provider's employees throughout the work area.

N. City shall provide shovels, gloves, large leaf and garbage bags, and buckets for Provider to use.

O. Debris collected from storm drains and inlets shall be disposed of at one of the City's designated storage yards.

P. Provider shall report the number of bags of debris collected each day to the City Project Manager.

Q. Provider shall report any damaged storm drains, inlets, or structures to the City Project Manager.

R. Landscape maintenance and miscellaneous services may also be required, and will be coordinated with the City Project Manager in lieu of drain and inlet cleaning efforts.

S. Labor hours shall be verified, via e-mail, on Mondays for any work completed during the previous week.

4. **AMENDMENT TO SECTION 4 - COMPENSATION.** City shall pay Provider an aggregate maximum limiting amount not to exceed **THREE HUNDRED SIXTY-EIGHT THOUSAND, SEVEN HUNDRED FIFTY-FOUR AND NO/100 DOLLARS PER YEAR ($368,754/Year)** (the "Contract Sum") annually as full and complete compensation for the timely and satisfactory performance of both Litter Control Services and Drain and Inlet Cleaning Service. The compensation due to Provider under this Agreement may only be adjusted by written amendment executed by both parties.

   A. **Hourly Rate and Anticipated Number of Hours Per Week for Litter Control Services**. The maximum limiting amount set forth above is based upon a negotiated hourly rate of **SIXTEEN AND NO/100 DOLLARS PER HOUR ($16.00/Hour)** and the anticipated delivery of **THREE HUNDRED FIVE (305) COLLECTIVE SERVICE HOURS PER WEEK** by Provider personnel for Litter Control Services each year. The total compensation to Provider for Litter Control

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Services shall not exceed **TWO HUNDRED FIFTY-THREE THOUSAND, SEVEN HUNDRED SIXTY AND NO/100 DOLLARS PER YEAR ($253,760/Year)**.

B. **Hourly Rate and Anticipated Number of Hours Per Week for Drain and Inlet Cleaning Services.** The maximum limiting amount set forth above is based upon a negotiated hourly rate of **SIXTEEN AND NO/100 DOLLARS PER HOUR ($16.00/HOUR)** and the anticipated delivery of **ONE HUNDRED THIRTY-EIGHT (138) COLLECTIVE SERVICE HOURS PER WEEK** by Provider personnel for Drain and Inlet Cleaning Services each year. The total compensation to Provider for Drain and Inlet Cleaning Services shall not exceed **ONE HUNDRED FOURTEEN THOUSAND, NINE HUNDRED NINETY-FOUR AND NO/100 DOLLARS PER YEAR ($114,994/Year)**.

C. **Invoice Submission.** All invoices submitted by Provider shall include the City Contract Number, and assigned Invoice Number and an Invoice Date. Provider shall submit the original invoice through the responsible City Project Manager, as follows:

i. For Litter Control Services: **Public Works Department, Sanitation Division,** Attn: **Dwayne Drake**, **1805 NE 30th Avenue, Bldg. 300, Ocala, Florida 34470**, E-mail: ddrake@ocalafl.org.

ii. For Drain and Inlet Cleaning Services: **Public Works Department, Stormwater Division,** Attn: **Brian Herrick, 1805 NE 30th Avenue, Bldg. 300, Ocala, Florida 34470**, E-mail: bherrick@ocalafl.org.

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

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

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

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Litter Control Provider shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Litter Control Provider be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **NOTICES**. All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if

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by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Litter Control Provider:	Wear Gloves, Inc. Attn: Ken Kebrdle 1469 N. Magnolia Avenue, Unit B Ocala, Florida 34474 PH: 352-727-0239 Email: ken@weargloves.org
If to City of Ocala:	Daphne M. Robinson, Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8343 Email: notices@ocalafl.org
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 Email: cityattorney@ocalafl.org

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

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

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IN WITNESS WHEREOF, the parties have executed this First Amendment on 6/21/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
F8276946104E4E5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
James P. Hilty, Sr.
6FD4EC29B6F4BE...
James P. Hilty, Sr.
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
A07HCFC4E8E4C9...
William E. Sexton, Esq.
City Attorney

WEAR GLOVES, INC.

DocuSigned by:
ken kebrdle
576CFC8AED9E414...

By: Ken Kebrdle
(Printed Name)

Title: Chief Operations Officer
(Title of Authorized Signatory)

DocuSign

Certificate Of Completion

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Electronic Record and Signature Disclosure: Accepted: 6/21/2023 2:05:42 PM ID: ad4d0a30-e324-4750-8bde-e205f259754c		
William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William E. Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/21/2023 2:10:28 PM Viewed: 7/5/2023 10:49:43 AM Signed: 7/5/2023 10:49:54 AM
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James P. Hilty, Sr. jhilty@ocalafl.org President Security Level: Email, Account Authentication (None)	DocuSigned by: James P. Hilty, Sr. 6FD4FC329B6F4DF... Signature Adoption: Pre-selected Style Using IP Address: 98.180.104.233 Signed using mobile	Sent: 7/5/2023 10:49:55 AM Viewed: 7/5/2023 12:14:19 PM Signed: 7/5/2023 12:14:36 PM
Electronic Record and Signature Disclosure: Accepted: 2/22/2023 9:50:44 PM ID: 14e56788-1409-4fcd-8b7c-ddcc68b32a87		
Angel B. Jacobs ajacobs@ocalafl.org April 19 City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs F82769461C4E4E5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/5/2023 12:14:38 PM Viewed: 7/5/2023 12:48:21 PM Signed: 7/5/2023 12:48:47 PM
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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	6/21/2023 2:04:34 PM
Certified Delivered	Security Checked	7/5/2023 12:48:21 PM
Signing Complete	Security Checked	7/5/2023 12:48:47 PM
Completed	Security Checked	7/5/2023 12:48:47 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Legislation Details (With Text)

File #:	2023-1317		
Type:	Agenda Item	**Status:**	Agenda Ready
File created:	6/7/2023	**In control:**	City Council
On agenda:	6/20/2023	**Final action:**	
Title:	Approve first amendment to Wear Gloves, Inc. agreement for litter control and stormwater drain and inlet cleaning services for an additional contract expenditure of $412,497		
Sponsors:			
Code sections:			
Attachments:	1. FOR COUNCIL - Amendment 1 - Agreement for Litter Control Services - Wear Gloves Inc (PWD 220178), 2. FULLY EXECUTED - Agreement for Litter Control Services (PWD 220178)		

Date	Ver.	Action By	Action	Result

Submitted By: Danielle Phillips

Presentation By: Darren Park

Department: Public Works

STAFF RECOMMENDATION (Motion Ready):
Approve first amendment to Wear Gloves, Inc. agreement for litter control and stormwater drain and inlet cleaning services for an additional contract expenditure of $412,497

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Public Works Department has staffing needs for litter control and miscellaneous services. Wear Gloves Inc., a community non-profit organization, is utilized to provide litter control in City parks, City-owned property in the midtown area, and road rights-of-way. This service includes one supervisor and a crew of litter collectors who are cumulatively working 305 hours per week. The existing three-year agreement was approved by City Council on June 6, 2023, for an expenditure of $523,380.

FINDINGS AND CONCLUSIONS:

The Public Works Stormwater Division previously contracted with the Florida Department of Corrections (FDOC) to provide inmate labor and supervisory guards to clean drains, open throat inlets and perform other tasks related to the maintenance of the stormwater conveyance system. These tasks are necessary to keep drains and inlets free of debris that impede the flow of stormwater and help prevent flooding. Wear Gloves, Inc. is willing to provide an additional supervisor and crew to perform this critical task. This Wear Gloves, Inc. crew will cumulatively work 138 hours per week.

Additionally, Wear Gloves, Inc. has requested a rate increase from $11.00 per hour to $16.00 per hour due to an increase in labor, insurance, and maintenance expenses. The request has been evaluated by staff and deemed reasonable. Under the current contract, Wear Gloves, Inc. is paid $3,355 per week for litter control ($11.00 per hour multiplied by 305 cumulative hours). The rate increase equates to an additional $1,525 per week ($5.00 per hour increase multiplied by 305 cumulative hours) for the remainder of the litter control contract.

The addition of one supervisor and crew for stormwater drain and inlet cleaning services will cost $2,208 per week ($16.00 per hour multiplied by 138 cumulative hours). The cost for drain and inlet cleaning services will be entirely offset by not utilizing two FDOC contracts, which total $114,994 annually ($57,497 per contract multiplied by two contracts). Funding for the two FDOC contracts is already budgeted (one expired in late 2023, the other expires in January 2024). The funds will be redirected to pay for drain and inlet cleaning services provided by Wear Gloves, Inc.

Staff recommends approval of this first amendment with Wear Gloves, Inc. for the period of June 21, 2023, through July 31, 2025.

FISCAL IMPACT:
Additional Sanitation funding is available in 453-023-326-534-53-34010 for FY22-23 in the amount of $22,875, and will be budgeted for FY23-24 in the amount of $79,300, and for FY24-25 in the amount of $66,338.

Stormwater funding is available in 158-023-430-538-53-34010 for FY22-23 in the amount of $33,120 and will be budgeted for FY23-24 in the amount of $114,816, and for FY24-25 in the amount of $96,048.

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

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

AGREEMENT FOR LITTER CONTROL SERVICES

THIS AGREEMENT FOR LITTER CONTROL SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **WEAR GLOVES, INC.**, a not-for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 27-3644705) ("Litter Control Provider").

WHEREAS, on September 6, 2019, City and Wear Gloves, Inc. entered into an Agreement for the provision of city-wide litter control services, City of Ocala Contract Number: CMO/190357, which is set to expire on July 31, 2022; and

WHEREAS, on March 7, 2022, the City's Public Works Department sought a procurement exemption which would allow the City to continue to use Wear Gloves, Inc. for the provision of litter control services through July 31, 2025 without issuing a competitive solicitation on the grounds that Wear Gloves, Inc. has provided efficient, cost-effective specialty services to the City for over three years; and

WHEREAS, after considering the limited number of entities providing litter control services, and that the City has benefitted from the provision of such services, the City Contracting Officer granted said exception; and

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

1. **RECITALS**. City and Litter Control Provider hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Litter Control Provider shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
3. **SCOPE OF SERVICES.** Litter Control Provider shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Litter Control Provider to perform its obligations under this Agreement as set forth herein. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

   A. Litter control services shall be provided daily in areas defined by the City. A list of locations shall be provided to Litter Control Provider by the City Project Manager. This list may be

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revised and updated periodically over the term of this Agreement as agreed upon by Litter Control Provider and City.

B. City shall provide bags, gloves and grabbers for Litter Control Provider to use.

C. Landscape maintenance and miscellaneous services may also be required, and will be coordinated with the City Project Manager in lieu of litter control efforts.

D. Labor hours shall be verified, via e-mail, on Mondays for any work completed during the previous week.

E. Services utilized through this Agreement may be terminated at will. The City shall notify the Litter Control Provider in writing when a litter control worker is no longer needed or desired.

F. Litter Control Provider shall have a drug-free workplace program in place. Litter Control Provider's employees shall not consume alcohol during working hours, nor shall they work while under the influence of alcohol or illegal substances, and will not smoke while in City vehicles or buildings.

G. Litter control workers shall not work for any period over **EIGHT (8) HOURS PER DAY** for a maximum of **FORTY (40) HOURS PER WEEK** without prior written authorization from the City.

H. Litter Control Provider shall not assign/subcontract any work without the prior written approval of the City. The City reserves the right to decline any assignments/subcontracting

I. Litter Control Provider's employees and personnel assigned to provide temporary labor services under this Agreement shall present a neat and clean appearance suitable for duties as directed. Litter Control Provider shall provide yellow safety vests to workers, and ensure they have appropriate footwear.

4. **COMPENSATION.** City shall pay Litter Control Provider a maximum limiting amount not to exceed **ONE HUNDRED SEVENTY-FOUR THOUSAND, FOUR HUNDRED SIXTY AND NO/100 DOLLARS PER YEAR ($174,460/Year)** (the "Contract Sum") annually as full and complete compensation for the timely and satisfactory performance of services. The compensation due to Litter Control Provider under this Agreement may only be adjusted by written amendment executed by both parties.

A. **Hourly Rate and Anticipated Number of Hours Per Week**. The maximum limiting amount set forth above is based upon a negotiated hourly rate for services of **ELEVEN AND NO/100 DOLLARS PER HOUR ($11.00/Hour)** and the anticipated delivery of **THREE HUNDRED FIVE (305) COLLECTIVE SERVICE HOURS PER WEEK** by Litter Control Provider personnel each year.

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B. **Invoice Submission**. All invoices submitted by Litter Control Provider shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Litter Control Provider shall submit the original invoice through the responsible City Project Manager at: **Public Works Department, Sanitation Division**, Attn: **Dwayne Drake, 1805 NE 30th Avenue, Bldg. 300, Ocala, Florida 34470**, E-Mail: ddrake@ocalafl.org.

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

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

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

F. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Litter Control Provider shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Litter Control Provider be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **AUGUST 1, 2022** and continue in effect for a term of **THREE (3) YEARS**, through and including **JULY 31, 2025** (the "Term"). This Agreement may be renewed for **TWO (2)** additional **ONE (1) YEAR** periods by written consent between City and Litter Control Provider.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due

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to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

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

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

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. Litter Control Provider shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Litter Control Provider under this Agreement shall be provided to the satisfaction and approval of the Project Manager.

A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Litter Control Provider in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

B. Neither the Project Manager's review of Litter Control Provider's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Litter Control Provider's work in progress or for the means, methods, techniques, sequences, or procedures, or safety precautions or programs incident Litter Control Provider's furnishing and performing the work.

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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 Litter Control Provider to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Litter Control Provider written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Litter Control Provider by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

      (1) Litter Control Provider fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

      (2) Litter Control Provider fails to complete the work required within the time stipulated in the Agreement; or

      (3) Litter Control Provider fails to make progress in the performance of the Agreement and/or gives City reason to believe that Litter Control Provider cannot or will not perform to the requirements of the Agreement.

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

   C. **City's Remedies Upon Litter Control Provider Default**. In the event that Litter Control Provider fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

      (1) City shall be entitled to terminate this Agreement without further notice;

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(2) City shall be entitled to hire another vendor to provide the required services in accordance with the needs of City;

(3) City shall be entitled to recover from Litter Control Provider all damages, costs, and attorney's fees arising from Litter Control Provider's default prior to termination; and

(4) City shall be entitled to recovery from Litter Control Provider any actual excess costs by: (i) deduction from any unpaid balances owed to Litter Control Provider; or (ii) any other remedy as provided by law.

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

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Litter Control Provider shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Litter Control Provider shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Litter Control Provider as permitted under this Agreement and approved by City.

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

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12. **LITTER CONTROL PROVIDER REPRESENTATIONS**. Litter Control Provider expressly represents that:

    A. Litter Control Provider has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Litter Control Provider under this Agreement.

    B. Litter Control Provider has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Litter Control Provider in the Contract Documents, and that the City's written resolution of same is acceptable to Litter Control Provider.

    C. Litter Control Provider is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

    D. **Public Entity Crimes.** Neither Litter Control Provider, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted Litter Control Provider list following a conviction of a public entity crime. Litter Control Provider understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Litter Control Provider further understands that any person or affiliate who has been placed on the convicted Litter Control Provider list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Litter Control Provider list.

13. **LITTER CONTROL PROVIDER RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Litter Control Provider:

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A. Litter Control Provider shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

B. Litter Control Provider shall be solely responsible for the means, methods, techniques, sequences, or procedures, and safety precautions or programs incident thereto.

C. Litter Control Provider shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

D. Litter Control Provider shall comply with all laws, rules or regulations governing the performance of this Agreement including, without limitation, those involving compensation to its employees or agents such as the Fair Labor Standards Act and that Florida Minimum Wage Act, and shall, upon request by City, provide City with such proof of such compliance including, without limitation, all records required to be maintained thereunder.

E. Litter Control Provider shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Litter Control Provider and City may otherwise agree in writing.

14. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Litter Control Provider or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources

15. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Litter Control Provider. City has the authority to request changes in the work in accordance with the terms of this Agreement. City has the authority to stop work or to suspend any work.

16. **COMMERCIAL AUTO LIABILITY INSURANCE.** Litter Control Provider shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Litter Control Provider with a combined limit of not less than One Million Dollars ($1,000,000) for bodily injury and property damage for each accident. Litter Control Provider shall name City as an additional insured under the insurance policy.

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

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A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and

B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.

C. Coverage for contractual liability is also required.

D. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Litter Control Provider. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

18. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Litter Control Provider shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability coverage in amounts required by Florida law. If Litter Control Provider claims an exemption from workers' compensation coverage, Litter Control Provider must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In case any class of employees engaged in hazardous work under this Agreement is not protected under Worker's Compensation statutes, the Litter Control Provider shall provide and cause each subcontractor to provide adequate insurance satisfactory to the City for the protection of its employees not otherwise protected.

19. **MISCELLANEOUS INSURANCE PROVISIONS.**

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

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B. Deductibles. Litter Control Provider's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City. Litter Control Provider is responsible for the amount of any deductible or self-insured retention.

C. Certificates of Insurance. Litter Control Provider shall provide Certificates of Insurance, accompanied by copies of all endorsements required by this section, that are issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of A-V or greater. Renewal certificates must be forwarded to the **City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail: vendors@ocalafl.org** prior to the policy expiration.

*Non-rated insurers must be pre-approved by the City Risk Manager.

D. Failure to Maintain Coverage. In the event Litter Control Provider fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Litter Control Provider under this Agreement, Litter Control Provider shall be considered to be in default of this Agreement.

E. Severability of Interests. Litter Control Provider shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or be endorsed to include, a severability of interests/cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

F. Mandatory Endorsements for All Required Policies. All required policies shall include: (i) endorsement that waives any right of subrogation against the City of Ocala for any policy of insurance provided under this Agreement or under any state or federal worker's compensation or employer's liability act; and (ii) endorsement to give the City of Ocala no less than **THIRTY (30)** days written notice (with the exception of non-payment of premium which requires a **TEN (10)** calendar day notice) in the event of cancellation or material change.

20. **SAFETY/ENVIRONMENTAL.** Litter Control Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Litter Control Provider shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Litter Control Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

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A. All employees on the work and other persons that may be affected thereby;
B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of work.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Litter Control Provider, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Litter Control Provider. Litter Control Provider's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

21. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Litter Control Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
22. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Litter Control Provider or any other persons or organizations having a direct contract with Litter Control Provider, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Litter Control Provider or any other persons or organizations having a direct contract with Litter Control Provider, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Litter Control Provider, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
23. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Litter Control Provider, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any

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work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Litter Control Provider shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Litter Control Provider's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

24. **INDEPENDENT CONTRACTOR STATUS.** Litter Control Provider acknowledges and agrees that under this Agreement, Litter Control Provider and any agent or employee of Litter Control Provider shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Litter Control Provider nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Litter Control Provider nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Litter Control Provider in its performance of its obligations under this Agreement.
25. **ACCESS TO FACILITIES.** City shall provide Litter Control Provider with access to all City facilities as is reasonably necessary for Litter Control Provider to perform its obligations under this Agreement.
26. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
27. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Litter Control Provider under this Agreement be abandoned, or should Litter Control Provider become insolvent, or if Litter Control Provider shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

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

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

29. **AUDIT.** Litter Control Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the

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Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

30. **PUBLICITY.** Litter Control Provider shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
31. **E-VERIFY.** In accordance with Executive Order 11-116, Litter Control Provider shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Litter Control Provider shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
32. **CONFLICT OF INTEREST.** Litter Control Provider is required to have disclosed, prior to execution of this Agreement, the name of any officer, director, or agent who may be employed by the City. Litter Control Provider shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Litter Control Provider's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
33. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
34. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
35. **INDEMNITY.** Litter Control Provider shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this

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Agreement to the extent attributable to the actions of Litter Control Provider, its agents, and employees.

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

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

If to Litter Control Provider:

Wear Gloves, Inc.
Attention: Ken Kebrdle, President
1469 N. Magnolia Avenue, Unit B
Ocala, Florida 34474
Phone: 352-727-0239
E-mail: ken@weargloves.org

If to City of Ocala:

Procurement & Contracting Department
Attn: Daphne M. Robinson, Contracting Officer
City of Ocala, City Hall
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8343 FAX: 352-690-2025
Email: Notices@ocalafl.org

Copy to:

Robert W. Batsel, Jr.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-579-6536
E-mail: rbatsel@lawyersocala.com

38. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or

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

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

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

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

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Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

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

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No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on 06 / 22 / 2022.

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

Robert W. Batsel, Jr.
City Attorney

WEAR GLOVES, INC.

By: Ken Kebrdle
(Printed Name)

Title: Chairman
(Title)

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TITLE	For Signature: Agreement for Litter Control Services...
FILE NAME	FOR SIGNATURE - A... (PWD 220178).pdf
DOCUMENT ID	9c8d8b8ff6f0073f13e26bba8ca33885c90df0df
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SENT	**06 / 08 / 2022** 15:43:43 UTC-4	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Ire Bethea, Sr. (ibethea@ocalafl.org), Angel Jacobs (ajacobs@ocalafl.org) and Ken Kebrdle (ken@weargloves.org) from plewis@ocalafl.org IP: 216.255.240.104
VIEWED	**06 / 09 / 2022** 20:51:43 UTC-4	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
SIGNED	**06 / 09 / 2022** 20:54:08 UTC-4	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
VIEWED	**06 / 13 / 2022** 09:25:49 UTC-4	Viewed by Ire Bethea, Sr. (ibethea@ocalafl.org) IP: 24.250.133.62
SIGNED	**06 / 13 / 2022** 09:26:53 UTC-4	Signed by Ire Bethea, Sr. (ibethea@ocalafl.org) IP: 24.250.133.62

TITLE	For Signature: Agreement for Litter Control Services...
FILE NAME	FOR SIGNATURE - A... (PWD 220178).pdf
DOCUMENT ID	9c8d8b8ff6f0073f13e26bba8ca33885c90df0df
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

VIEWED	**06 / 13 / 2022** 09:38:34 UTC-4	Viewed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**06 / 13 / 2022** 09:38:43 UTC-4	Signed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
VIEWED	**06 / 13 / 2022** 09:46:14 UTC-4	Viewed by Ken Kebrdle (ken@weargloves.org) IP: 216.255.254.135
SIGNED	**06 / 22 / 2022** 08:08:03 UTC-4	Signed by Ken Kebrdle (ken@weargloves.org) IP: 216.255.254.135
COMPLETED	**06 / 22 / 2022** 08:08:03 UTC-4	The document has been completed.

Legislation Details (With Text)

File #:	2022-0895		
Type:	Agenda Item	**Status:**	Agenda Ready
File created:	5/10/2022	**In control:**	City Council
On agenda:	6/7/2022	**Final action:**	
Title:	Approve a three-year contract with Wear Gloves Inc. for annual litter control services in the amount of $523,380		
Sponsors:			
Code sections:			
Attachments:	1. FOR COUNCIL - Agreement for Litter Control Services PWD 220178, 2. Wear Gloves Weekly Schedule		

Date	Ver.	Action By	Action	Result

Submitted By: Danielle Phillips

Presentation By: Darren Park

Department: Public Works

STAFF RECOMMENDATION (Motion Ready):
Approve a three-year contract with Wear Gloves Inc. for annual litter control services in the amount of $523,380

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:

The City of Ocala has staffing needs for litter control, landscape maintenance, and miscellaneous services identified by city departments. Wear Gloves Inc. (Wear Gloves), a community non-profit provider, has provided these services since September 6, 2019 and has performed exceptionally well. Their contract expires July 31, 2022.

FINDINGS AND CONCLUSIONS:

The Public Works Sanitation Division has staffing needs for litter control in city parks. Wear Gloves shall

provide litter control personnel who shall not work for any period over eight (8) hours per day for a maximum of forty (40) hours per week and with a rate of eleven (11) dollars per hour.

Public Works sought a procurement exemption which would allow the City to continue to use Wear Gloves for the provision of litter control services without issuing a competitive solicitation on the grounds that Wear Gloves has provided efficient, cost-effective specialty services to the City over the past three years. The City Contracting Officer granted the exemption after considering the limited number of entities providing litter control services and that the City has benefited from the provision of such services.

Staff recommends approval of a three-year contract beginning August 1, 2022 through July 31, 2025 with the option for two (2) additional one-year (1-year) renewal periods.

FISCAL IMPACT:

Funding for this contract is budgeted in 453-023-326-534-53-34010 for FY21-22 in the amount of $30,195 and will be budgeted for FY22-23 and FY23-24 in the amount of $174,460 and for FY24-25 in the amount of $144,265.

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

LEGAL REVIEW:
The agreement has been reviewed and approved for form and legality by the City Attorney Robert W. Batsel, Jr.

ALTERNATIVE:

- Deny
- Table
- Direct Otherwise

File #: 2026-1758 Agenda Item #: 10f.

Submitted By: Matthew Grow

Presentation By: Matthew Grow

Department: Aviation

FORMAL TITLE:
Second Amendment to agreement with Infrastructure Consulting & Engineering, PLLC for continuing professional general aviation engineering services

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

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

On July 20, 2025, the City and Infrastructure Consulting & Engineering, PLLC (ICE) extended the Original Agreement for its first of three available one-year renewals. ICE would now like to extend the Original Agreement for the second of three one-year renewals.

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

Since the inception of the original contract, Infrastructure Consulting & Engineering has completed or is in the process of completing the following task work orders: Design and Inspection of North Development Access Road, Taxiway C Design, Design A12 Infrastructure, Terminal Apron Rehabilitation Design, Design and

Inspection RY36 Sealcoat and Striping, and performed various independent fee assessments. Infrastructure Consulting & Engineering has performed well during this original contract term, and staff recommends approval for this next renewal year.

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

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

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

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

SECOND AMENDMENT TO AGREEMENT FOR CONTINUING GENERAL AVIATION ENGINEERING SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR CONTINUING GENERAL AVIATION ENGINEERING SERVICES ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **INFRASTRUCTURE CONSULTING & ENGINEERING, PLLC,** a professional limited liability company duly organized in the state of South Carolina and authorized to do business in the state of Florida (EIN: 45-3175330) ("Consultant").

WHEREAS, on September 9, 2022, City and Infrastructure Consulting & Engineering, PLLC entered into an Agreement for Continuing General Aviation Engineering Services, (the "Original Agreement") City of Ocala Contract Number: AIR/220118 for a term of three (3) years from July 20, 2022, through July 19, 2025; and

WHEREAS, on July 20, 2025 City and Infrastructure Consulting & Engineering, PLLC extended the Original Agreement for its first of three (3) available one-year renewals; and

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

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

1. **RECITALS**. City and Consultant hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Consultant is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one (1) year term beginning on **JULY 20, 2026,** and terminating **JULY 19, 2027.** Thereafter, this Agreement may be renewed for **ONE (1)** optional **ONE (1) YEAR** periods by written consent between City and Consultant.
4. **COMPENSATION.** City shall compensate the Consultant an amount not to exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000)** (the "Maximum Limiting Amount") during the Initial Term, inclusive of any and all direct costs, indirect costs, and reimbursable expenses, in accordance with the pricing reflected in the Original Agreement. The maximum limiting amount established under this Agreement shall not be exceeded without the City's express written approval verified by amendment or Task Work Order to this Agreement.
5. **NOTICES.** All notices required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below)

and followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

If to Consultant:	Infrastructure Consulting & Engineering Attention: Doug Hambrecht, Vice President 5550 W. Idlewild Ave., Suite 115 Tampa, Florida 33634 Phone: 813-330-2701 E-mail: doug.hambrecht@ice-eng.com
If to City of Ocala:	, Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

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

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

IN WITNESS WHEREOF, the parties have executed this Second Amendment on _____. 7/21/2026

ATTEST:

_____
Angel B. Jacobs
City Clerk

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

CITY OF OCALA

_____
City Council President

INFRASTRUCTURE CONSULTING & ENGINEERING, PLLC

_____

By: _____
Doug Hambrecht
(Printed Name)

Title: _____
Vice President
(Title)

INFRASTRUCTURE
CONSULTING & ENGINEERING

July 6, 2026

Attn: Matt Grow
Ocala International Airport
1770 SW 60th Avenue, Suite 600
Ocala, Florida 34474

RE: Contract Extension Request to Contract Number AIR/220118 Continuing General Aviation Engineering Services

Dear Mr. Grow:

I am writing to formally request a one (1) year contract extension of our current contract with Ocala International Airport Contract Number AIR/220118 entered on February 17, 2022, and expected to expire/terminate on July 19, 2026, to provide General Aviation Engineering Services.

Infrastructure Consulting & Engineering, LLC. acknowledge that the terms and conditions of the original Agreement will remain in effect. We are committed to servicing you with our exemplary services.

If you need any additional information, please contact Doug Hambrecht at Doug.hambrecht@ice-eng.com

Sincerely,

Doug Hambrecht, P.E.
Vice President

Docusign Envelope ID: D121C68C-7E6B-47A0-BFA2-FFF5651D88C9

FIRST AMENDMENT TO AGREEMENT FOR CONTINUING GENERAL AVIATION ENGINEERING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR CONTINUING GENERAL AVIATION ENGINEERING SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **INFRASTRUCTURE CONSULTING & ENGINEERING, PLLC,** a professional limited liability company duly organized in the state of South Carolina and authorized to do business in the state of Florida (EIN: 45-3175330) ("Consultant").

WHEREAS, on September 9, 2022, City and Infrastructure Consulting & Engineering, PLLC entered into an Agreement for Continuing General Aviation Engineering Services, (the "Original Agreement") City of Ocala Contract Number: AIR/220118 for a term of three (3) years from July 20, 2022, through July 19, 2025; and

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

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

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

Docusign Envelope ID: D121C68C-7E6B-47A0-BFA2-FFF5651D88C9

If to Consultant:	Infrastructure Consulting & Engineering Attention: Doug Hambrecht, Vice President 5550 W. Idlewild Ave., Suite 115 Tampa, Florida 33634 Phone: 813-330-2701 E-mail: doug.hambrecht@ice-eng.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

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

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

Docusign Envelope ID: D121C68C-7E6B-47A0-BFA2-FFF5651D88C9

IN WITNESS WHEREOF, the parties have executed this First Amendment on 8/8/2025.

ATTEST:

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

CITY OF OCALA

Signed by:
kristen Dreyer
382728BFAF374FC...
Kristen Dreyer
City Council President

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A59AB8A8ED04F3...
William E. Sexton, Esq.
City Attorney

INFRASTRUCTURE CONSULTING & ENGINEERING, PLLC

Signed by:
Doug Hambrecht
097F6BD739B84D7...

By: Doug Hambrecht
(Printed Name)

Title: Vice President
(Title)

Certificate Of Completion

Envelope Id: D121C68C-7E6B-47A0-BFA2-FFF5651D88C9
Status: Completed
Subject: SIGNATURE - First Amendment - Renewal - General Aviation Engineering Services (AIR/220118)
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
8/8/2025 8:22:26 AM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
Doug Hambrecht doug.hambrecht@ice-eng.com Vice President Security Level: Email, Account Authentication (None)	Signed by: Doug Hambrecht 097F6BD739B84D7... Signature Adoption: Pre-selected Style Using IP Address: 47.199.211.139	Sent: 8/8/2025 8:25:02 AM Viewed: 8/8/2025 3:17:56 PM Signed: 8/8/2025 3:18:17 PM
Electronic Record and Signature Disclosure: Accepted: 8/8/2025 3:17:56 PM ID: c87a6af6-a134-477d-b9d5-7b1210016688		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/8/2025 3:18:18 PM Viewed: 8/8/2025 4:37:09 PM Signed: 8/8/2025 4:37:20 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Kristen Dreyer kdreyer@ocalafl.gov Council President City of Ocala Security Level: Email, Account Authentication (None)	Signed by: kristen Dreyer 382728BFAF374FC... Signature Adoption: Pre-selected Style Using IP Address: 2600:1006:b154:7c9b:ddf4:88cd:aac7:c70 Signed using mobile	Sent: 8/8/2025 4:37:21 PM Viewed: 8/8/2025 5:03:25 PM Signed: 8/8/2025 5:04:26 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/8/2025 5:04:28 PM Viewed: 8/8/2025 5:08:10 PM Signed: 8/8/2025 5:08:22 PM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 8/8/2025 5:08:10 PM ID: 586548c8-8b18-492a-9095-109cc4626de6		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/8/2025 8:25:02 AM
Certified Delivered	Security Checked	8/8/2025 5:08:10 PM
Signing Complete	Security Checked	8/8/2025 5:08:22 PM
Completed	Security Checked	8/8/2025 5:08:22 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.

Ocala

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Item Details

File Number: 2025-1695

ID #:	2025-1695	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	6	**In Control:**	City Council
				File Created:	07/18/2025
Presented By: :				**Final Action:**	08/05/2025

rmal Title: Approve a one-year renewal of the contract for continuing professional general aviation engineering services with Infrastructure Consulting & Engineering, PLLC

Internal Notes:

Target Meeting: 08/05/2025

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - Amendment 1 - Renewal - Continuing Airport Engineering Services - Infrastructure Consulting & Engineering, PLLC (AIR 220118), Fully Executed - Professional Airport Aviation Engineering Services - Infrastructure Consulting Engineering, PLLC (AIR 220118), Contract Extension Request 07.15.2025 OCF ICE, 9-6-22 Council Report

Enactment Number:

:ommendation:

Hearing Date:

Entered by: mgrow@ocalafl.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/05/2025	Approved				Pass
		Aye: 4	Pro Tem Bethea Sr, Council Member Hilty Sr, Council Member Musleh, and Council President Dreyer				
		Excused: 1	Council Member Mansfield				

Text of Legislative File 2025-1695

Submitted By: Matthew Grow
Presentation By: Michael Baker
Department: Aviation

STAFF RECOMMENDATION (Motion Ready):
Approve a one-year renewal of the contract for continuing professional general aviation engineering services with Infrastructure Consulting & Engineering, PLLC

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
NA

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

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

Since the inception of the original contract, Infrastructure Consulting & Engineering has completed or is in the process of completing the following task work orders: Design and Inspection of North Development Access Road, Taxiway C Environmental Assessment and Design, Design A12 Infrastructure, Terminal Apron Rehabilitation Design, Design and Inspection RY36 Sealcoat and Striping, and performed various independent fee assessments. Infrastructure Consulting & Engineering has performed well during this original contract term, and staff recommends approval for this next renewal year.

FISCAL IMPACT:
All services will be approved using task work orders with negotiated scopes and approved proposals. Staff hours and appropriate staff classifications will be negotiated for each task during an assigned project. The department head and City Manager must sign all final task work orders.

Any task work orders exceeding $50,000 in cost must be calendared for a City Council agenda for final approval. No services will be approved without budgeted allocations.

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

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

AGREEMENT FOR CONTINUING GENERAL AVIATION ENGINEERING SERVICES

THIS AGREEMENT FOR CONTINUING GENERAL AVIATION ENGINEERING SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **INFRASTRUCURE CONSULTING & ENGINEERING, PLLC**, a Professional Limited Liability Company duly organized in the state of South Carolina and authorized to do business in the state of Florida (EIN# 45-3175330) ("Infrastructure Consulting") or ("Consultant").

R E C I T A L S :

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

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

WHEREAS, Infrastructure Consulting & Engineering, PLLC, was selected as the awardee to provide continuing general aviation engineering services (the "Services"); and

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

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

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

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

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Client.)

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

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

Exhibit B: Submitted Proposal (B-1 through B-107)

Exhibit C: Loaded Hourly Rates (C-1 through C-5)

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

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

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

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

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

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

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

5. **TERM.** The term of this Agreement shall commence on **JULY 20, 2022** and shall end on **JULY 19, 2025**. This Agreement may be renewed for no more than three (3), one-year (1-year) renewal terms upon the mutual written consent of both parties, unless terminated by either party pursuant to the terms of this Agreement.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of

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

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

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

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

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

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

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

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

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

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

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

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

15. **MISCELLANEOUS INSURANCE PROVISIONS**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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If to Consultant:	Infrastructure Consulting & Engineering, PLLC Attn: Doug Hambrecht, Vice President 5550 W Idlewild Ave. Suite 115 Tampa, Florida 33634 Phone: 813-330-2701 Email: doug.hambrecht@ice-eng.com
If to City of Ocala:	Daphne M. Robinson Esq., Contracting Officer 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 Fax: 352-690-2025 Email: notices@ocalafl.org
Copy to:	Robert W. Batsel, Jr. Gooding & Batsel, PLLC 1531 S.E. 36th Ave. Ocala, Florida 34471 Phone: 352-579-6536 Email: rbatsel@lawyersocala.com

28. **ATTORNEYS FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.
29. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE

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

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

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

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

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

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

ATTEST

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Ire Bethea Sr.

Ire Bethea, Sr.
City Council President

Approved as to form and legality

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

INFRASTRUCTURE CONSULTING & ENGINEERING, PLLC

DOUGLAS HAMBRECHT

Infrastructure Consulting & Engineering, PLLC
(Printed Name)

Vice President
(Title)

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BACKGROUND

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

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

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

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

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

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

DETAILED SCOPE OF WORK

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

Category A – Aviation Planning Services

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

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

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

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

Preliminary Phase

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

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

Design Phase

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

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

Bidding and Negotiation Phase

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

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

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

Other Design Services

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

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

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

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

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

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

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STATEMENT OF QUALIFICATIONS

PROFESSIONAL ENGINEERING AND PLANNING SERVICES

AT OCALA INTERNATIONAL AIRPORT

City of Ocala – Ocala International Airport
750 SW 60th Avenue
Ocala, FL 34474

March 15, 2022

INFRASTRUCTURE
CONSULTING & ENGINEERING

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Ms. Tiffany Kimball | Procurement and Contracting
City of Ocala – Ocala International Airport
750 SW 60th Avenue, Ocala, FL 34474

March 15, 2022

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

Dear Ms. Kimball and Members of the Selection Committee:

For half a decade, **Infrastructure Consulting & Engineering, PLLC (ICE)** has been fortunate to have served the City of Ocala as one of the Ocala International Airport's (OCF's) continuing general aviation consultants. We have partnered with the Airport to help them plan and develop exciting new developments from the Taxiway "A" Reconstruction to the Secondary Parallel Taxiway to 18-36 and Westside Cargo. **We are excited at the opportunity to once again partner with you to continue providing professional engineering and planning services.** By re-selecting the ICE Team, the Airport will have a staff of aviation experts whom you know and trust, are readily available, and eager to continue working in the coming years to successfully deliver the next phase of this Contract. Having closely worked alongside you on the past and ongoing projects, we bring a vested interest and an intimate understanding of the goals and needs at OCF. Our Team's established working relationship with the City's management, who will be involved in the forthcoming airport projects, will allow us to streamline delivery and maintain efficiency.

ICE has been serving as an airport airfield design consultant for the City since 2017. As such, there will no be learning curve should we be once again selected. We know the City's requirements, personnel, and applicable codes/processes. The following aspects highlight the additional key differentiators we can offer to the City.

ICE'S PROJECT EXPERIENCE

Executed TWOs to Date

8

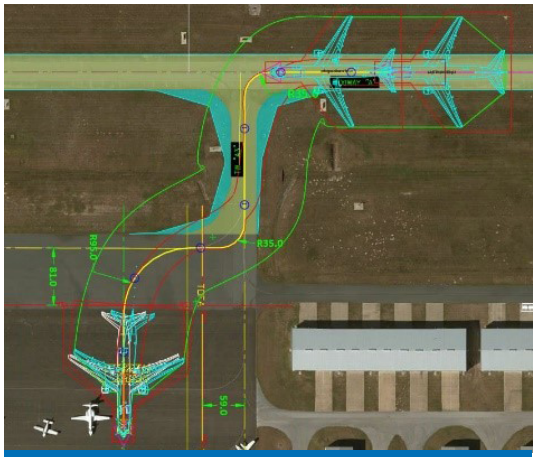
Key Projects

- Apron Rehab. Inspection
- Perimeter Fence
- Runway 18-36 Seal Coat and Marking
- Taxiway "A" Rehab.
- Terminal Restaurant

Grant Funding Assistance

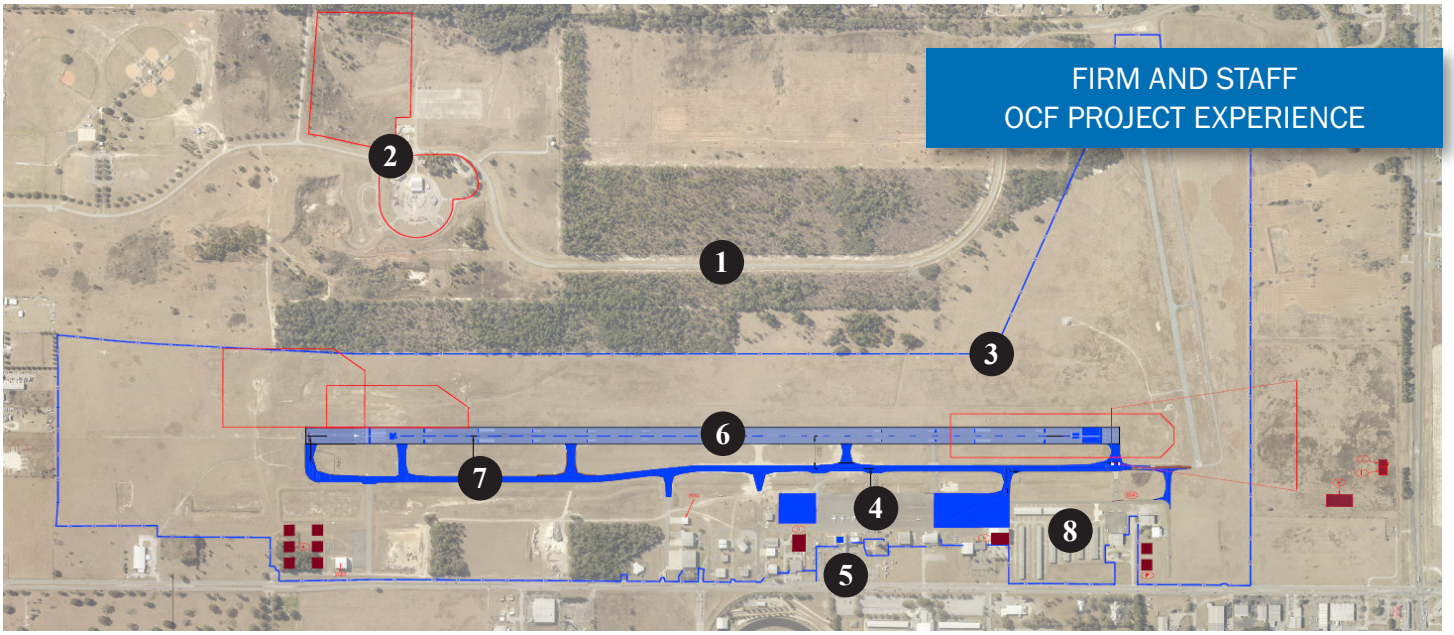
$6.1 M

STRONG RELATIONSHIP WITH THE CITY | The City of Ocala is one of the most important clients served by our Florida aviation team. We are committed to continuing to provide the personal attention and responsiveness you deserve and would expect from a small firm while receiving the benefit of a large firm's technical expertise and qualifications. **Doug Hambrecht, PE, will continue to serve as Project Manager, Lead Engineer, and the primary point of contact.** He is well-known to OCF staff having served as the Project Manager on the previous Contract and even several years with a previous firm. Doug has worked for years with Ms. Kimball as well as Matt Grow, Mike Bauer, Paul Constable, and other staff members from Procurement and has strong ties to the Engineering and Public Works Departments.



FedEx Boeing 767 Study at OCF

PROJECT MANAGER'S RELATIONSHIP WITH AIRPORT STAFF | Doug has a unique understanding of the City having designed several projects for the Airport and working closely with City staff. Doug has more than 27 years of experience providing consulting services for clients at both commercial service and general aviation airports with extensive experience including all aspects of aviation planning, design, and construction consulting services as well as an in-depth knowledge of FAA funding process. He is uniquely qualified to assist OCF with their day-to-day and long-term needs and is ready to continue the partnership.



ICE's OCF Project Experience as the Prime Consultant

1. Airfield Design Consultant (2017– Present)
2. Airport Layout Plan (ALP) Update
3. Airfield Perimeter Fence
4. Construction Inspection for Aircraft Apron Rehabilitation and Expansion
5. Restaurant Design and Construction Oversight
6. Runway 18-36 Crack Repair, Seal, and Restripe
7. Taxiway "A" Rehabilitation

ICE Staff's OCF Project Experience Under Prior Employment

8. General Aviation Terminal

KNOWLEDGEABLE AND CENTRALLY LOCATED TEAM | To augment our in-house capabilities, ICE is proud to be supported by specialized experts who have experience working at OCF. **R.M. Barrineau & Associates, Inc.** (survey) is an Ocala-based firm. Other team members, who are located in the central Florida area, include **AVCON, Inc.** (planning, design support, and airfield electrical), **Blue Wing Environmental, LLC *(DBE/WBE)*** (environmental), and **Cal-Tech Testing, Inc. *(DBE)*** (pre-design geotechnical investigations and construction materials testing). Through the depth and locations of our Team, we are able to respond quickly and efficiently with the right resources.

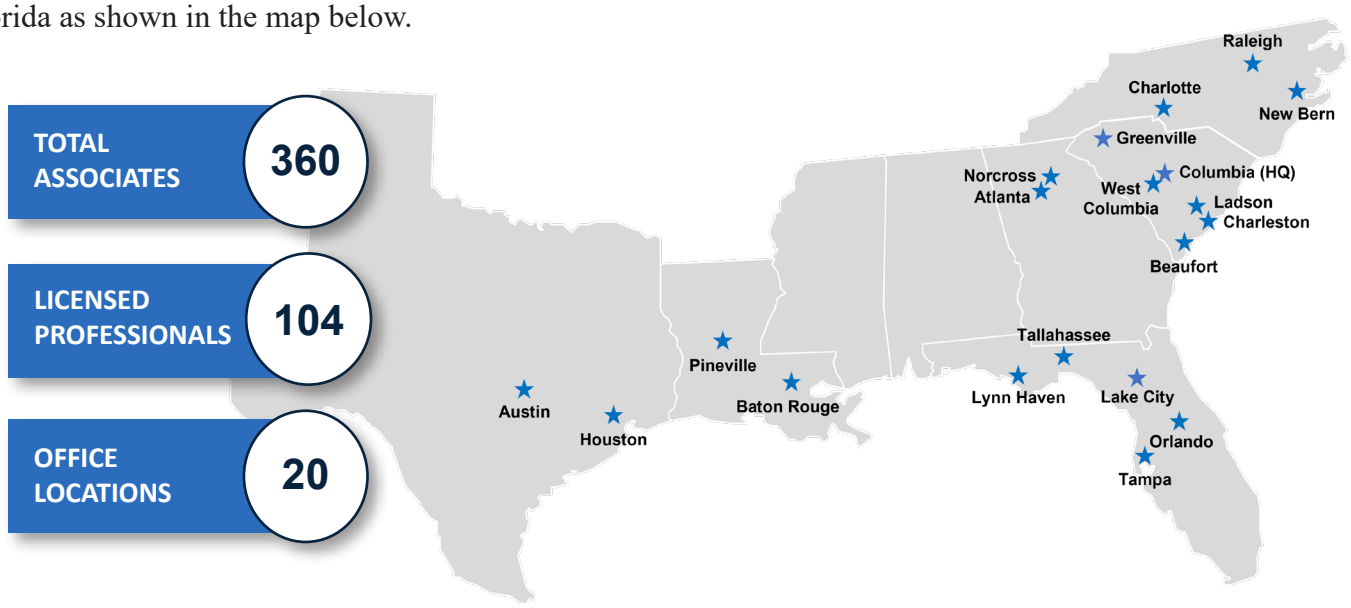
As the firm's designee who will contract with the City, this SOQ is our commitment to enter into a binding agreement and continue to provide professional engineering and planning services at OCF. We very much desire to continue providing these aviation services and are fully prepared to proceed with the work immediately. On behalf of ICE, I pledge that the City and Airport will receive the highest level of service from our Team. Thank you for the opportunity and your consideration. We hope you find the information in this proposal helpful in your evaluation.

Respectfully Submitted,
Infrastructure Consulting & Engineering, PLLC

Mitchell Metts, PE | Vice President
mitchell.metts@ice-eng.com | 803-206-8455 (cell)

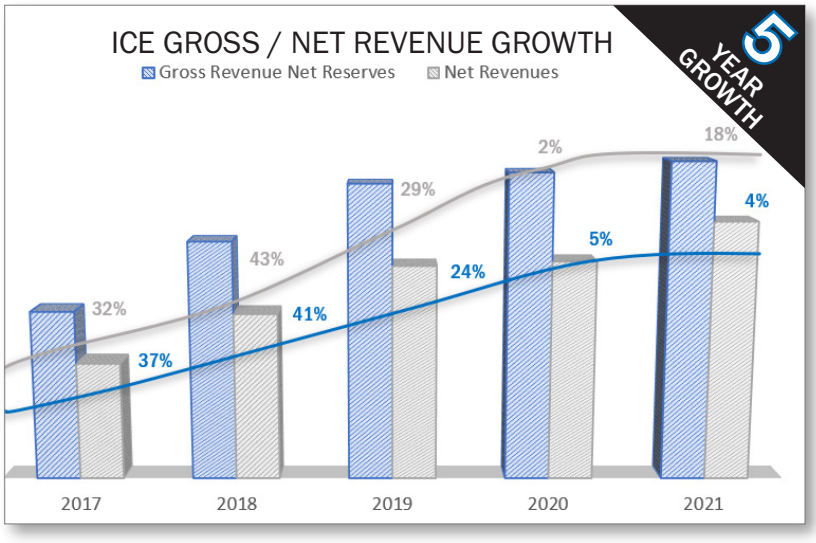
FIRM SUMMARY

Infrastructure Consulting & Engineering, PLLC (ICE) is a full-service transportation consulting and design firm that has provided professional consulting services to local government clients since our inception in 2005. ICE is a registered professional limited liability company that offers a broad range of professional aviation engineering, planning, and architectural services to general aviation and commercial service airport clients throughout the Southeast. **Our firm's aviation experts have completed numerous projects varying in size, scope, and complexity, including several at Ocala International Airport which are highlighted throughout this submittal. These specialists will continue to provide timely, sound, and cost-effective solutions for all of your aviation design, planning, architectural, and construction challenges.** Our long-standing and strong relationships with the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT) will continue to prove invaluable in providing input and guidance to the Airport for obtaining federal and state funding. ICE currently has 360 professionals, including 104 licensed professionals, providing innovative professional engineering services throughout the United States from our 20 locations, including 5 offices in Florida as shown in the map below.



FINANCIAL CAPACITY

Our executive leadership has demonstrated a responsible approach to financial matters which has provided ICE rapid growth in revenues and total employees since the Firm's establishment. This financial stability allows the ICE Team to successfully provide services at the level required by the City of Ocala. The graphic to the right includes the Firm's increase in gross and net revenue from 2017-2021.



ICE is listed with Dun and Bradstreet, DUNS number 058232290, and the FEID number is 45-3175330. ICE's current FDOT prequalification letter with approved overhead can be found in the Appendix on page 22.

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ABILITY

MANAGEMENT | Effective management and serving the City for this Contract will be rooted in past experience on similar, successful airfield projects and a responsiveness pledge to continue to serve as an extension of your Staff. The plan begins with the assembling of the Project Team. Elham Farzam, PE, the Principal-in-Charge, has assigned the **project management responsibilities to Doug Hambrecht, PE, based on his previous airfield experience, his proximity to Ocala (Tampa), his knowledge of the Ocala International Airport (OCF), and his dedication and reputation for providing exceptional client service and a quality product.**

Doug and Elham have assembled a team that knows the FAA design criteria, specializes in aviation, is familiar with OCF, and is available to dedicate adequate resources to this Contract. The organization chart included on page 6 is a graphic representation of the ICE Team.

All Team members and disciplines will report up to the Project Manager. Assistance and support will be provided by the Principal-in-Charge, Elham Farzam, PE, and the various discipline leads. Doug will be directly involved in all projects, from working daily with designers to quality control submittal reviews of the plans and specifications. Weekly coordination with the Project Team, including subconsultants, will be performed. At key phases, daily coordination is necessary. **Doug will coordinate directly with the Airport Director, Matt Grow, as a single point of contact.** Matt has known Doug for many years and knows that he can be counted on to provide a high-quality product throughout the duration of this Contract. In addition to other key staff, Doug is located in ICE's full-production office in Tampa, Florida. With additional firm-wide expertise available at all times, project personnel are prepared to handle a wide range of assignments currently anticipated under the "Airport Airfield Design Consultant" program as well as any unforeseen needs during the Contract's duration. As the Project Manager, Doug will do whatever it takes to satisfy the City.

The City requires a highly technical Project Manager who can draw on solid experience to understand the components of any project, and who will be committed through availability to implement the Airport's goals. Doug has experience and ability that aligns well with the planned projects at the Airport including runway, apron, taxiway design, perimeter wildlife fencing, hangars, and vertical construction. Other projects such as fuel farms, navigational aids, airfield electrical, cargo operations, roadway design, General Aviation terminal construction, and drainage design illustrate his long history of aviation engineering and his ability to handle all project types. Doug's primary responsibility in management, in order to ensure a successful program at completion, can be broken down as listed to the right.

FUNCTIONAL DUTIES OF ICE'S PROJECT MANAGER

The SCHEDULE is well known and followed by the entire team;

COMPLETE PROJECT UNDERSTANDING and will be present at all client, subconsultant, and design Team meetings;

Ensure TIMELY AND EFFECTIVE COMMUNICATIONS are used reporting up to the City (and down to the design team);

All necessary PERMITS are applied for and obtained;

The Project is designed within the set BUDGET;

QUALITY CONTROL is maintained and thoroughly enforced;

and the design is complete and ACCURATE so change orders during construction are minimal.

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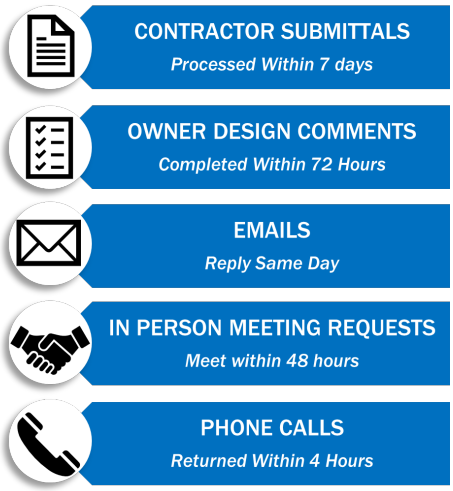
Doug is very involved with the daily operations and events within a project, maintaining control at all times. He stays involved during construction to make sure the Contract and specifications are adhered to and potential problems are identified early. He is in charge of project files that are meticulously maintained and contain all pertinent information about a project, including contracts, invoices, correspondence, budgets, grant applications, reports, meeting minute,s and future action items.

Overall, our ability to administer and serve the City hinges on effective and frequent communication, not only between the consultant and the City, but also with funding agencies, the design team, subconsultants, permitting agencies, contractors, and other stakeholders. This requires leadership, experience, and consistent availability. Frequent communication is key to successful project outcomes and long-term relationships. The Project Manager and the Team will make it a practice to incorporate the basics combined with Team availability and responsiveness.



PROJECT MANAGER'S CURRENT AND PAST FLORIDA AIRPORT CLIENTS

- Ocala International Airport
- Albert Whitted Airport
- Brooksville-Tampa Bay Regional Airport
- Cecil Airport
- Daytona Beach International Airport
- Destin-Fort Walton Beach Airport
- Jacksonville International Airport
- Kissimmee Gateway Regional Airport
- Marco Island Executive Airport
- Palm Beach International Airport
- Pensacola International Airport
- Punta Gorda Airport
- Sarasota Bradenton International Airport
- Sebastian Municipal Airport
- St. Pete-Clearwater International Airport
- Tallahassee International Airport
- Valkaria Airport
- Zephyrhills Municipal Airport

TEAM COLLABORATION | ICE's technical staff fully supports the Project Manager and the Airport's daily and long term needs. **ICE is one of a select group of firms with in-house planning and architectural expertise, which has proven itself in serving OCF over the last five years.** ICE has assisted the Airport staff with day to day development opportunities in the planning realm in developing concepts and evaluating potential airport geometry with growth. This requires our management, engineering, environmental, and architectural team to closely work together to evaluate the opportunities as they present themselves.

Growth for the Airport is coming and with that, a firm with the right team of in-house expertise and specialty subconsultants is required. ICE has proven our team can efficiently work together and act as an efficient, collaborative team. Key ICE staff have been together for 10 and upwards of 20 years. Many of our current employees have reunited together at ICE from previous firms, including our Project Manager/Lead Engineer, Lead Architect, Lead Planner, and much of the production staff. Furthermore, the addition of AVCON for airfield electrical and navigational aids, in addition to planning and design engineering support, has guaranteed the right skillset is always available. **ICE and AVCON have a long history of working together, including on the past COF Contract.**

The resumes provided in the Appendix starting on page 3 illustrate the multitude of projects the ICE team has worked on together at OCF, for different airports in Florida, and throughout the Southeast. The Team has local project experience that indicates the knowledge of local construction and regulations. This is most evident with the

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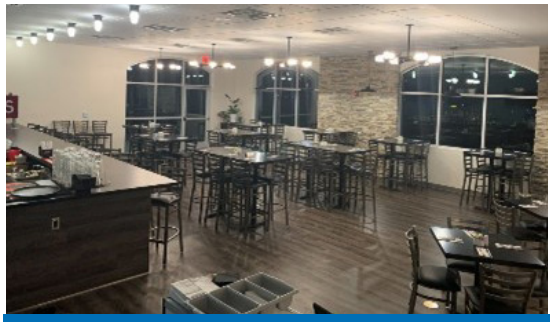
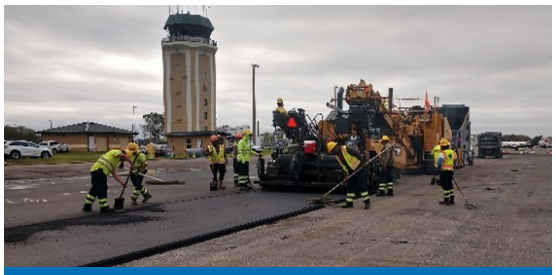
design of the terminal building and the re-construction of Taxiway "A". Karina Lanier is our Florida aviation architecture lead who was a valuable contributor to the terminal design team. It was this experience that allowed her to assist with design permitting and build-out of the terminal restaurant. Elevation 89 is a hugely successful venture!



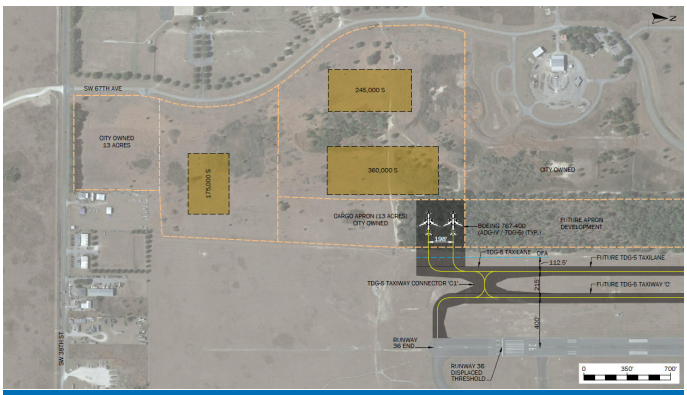
Terminal Restaurant Design & Build-Out

The Taxiway "A" construction led by the ICE team involved our Management (Doug), construction Inspection (Jeff Long), and our engineering and design staff for the various late stage design changes made to the plans. Unfortunately, the contractor went out of business and ICE and the City are still working with the boding company for some remaining punch list items. Jeff Long also inspected the recent Apron Rehabilitation and Expansion performed by Ranger.

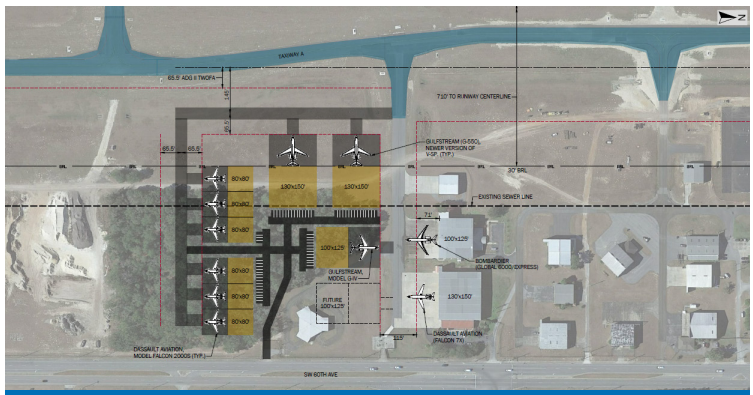


Taxiway "A" Construction

Much needed on the Airport is a west taxiway to the main runway to serve the future equine transport needs and potentially commercial service. An increase in larger aircraft is being seen as result of the transportation logistics hub Ocala is becoming and the World Equestrian Center. ICE has utilized their in-house skills to evaluate numerous development potentials with the last piece of vacant land to the southeast for box and bulk hangars, T-hangar and RV development to the north, and the much-anticipated west side growth for these larger aircraft. These various development scenarios present an opportunity for our architectural capabilities and aviation planners to work together to formulate the best possible concepts that one day will become reality. **Equally important, the combined availability and a firm culture of client service for engineers, architects, and planners allows ICE to succeed in providing this sound advice and support at a moments notice.**



West Parallel Taxiway and Aircraft Parking Apron ALP Concept



Southeast Bulk and Box Hangar ALP Concept

Northwest Parallel Taxiway and Apron Development Concept Including Commercial Service Terminal

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CAPITAL INMPROVEMENT PLAN FOR OCALA INTERNATIONAL AIRPORT

YEAR	PROJECT	ICE TEAM'S APPLICABLE EXPERIENCE
2021	APPLY RUNWAY FRICTION COURSE RY 18/36	**Currently underway by ICE**
2021	REPAINT RY 18/36	**Currently underway by ICE**
2022	DESIGN REHABILITATE GA TERMINAL APRON	**ICE completed North Apron Rehab and Expansion at Ocala International Airport and West Apron Expansion at Destin-Fort Walton Beach Airport (Fort Walton Beach)**
2022	CONSTRUCT ACCESS ROAD	**ICE has the FDOT prequalifications and a long list of applicable projects**
2023	REHAB T-HGR TAXIWAY AND APRON	**Recent T-Hangar Replacement at Sarasota Bradenton International Airport (Sarasota)**
2024	CONSTRUCT T HANGAR	**Recent experience at Brooksville, Sarasota, Sebastian, Valkaria, and Dequncy (LA).**
2024	EA WEST SIDE IMPROVEMENTS	**ICE environmental NEPA experience and the experience of subconsultant, Blue Wing Environmental, LLC *(DBE, WBE)***
2025	EXTEND RUNWAY 8/26	**Craig Air Center (Jacksonville); Daytona Beach Int'l Airport (Daytona Beach); Orlando Sanford Int'l Airport (Sanford); Sarasota Bradenton Int'l Airport (Sarasota); Marianna Municipal Airport (Marianna); Zephyrhills Municipal Airport (Zephyrhills); Ormond Beach Municipal Airport; Ashe County Airport (NC); Blue Grass Airport (KY)**
2025	INCREASE WIDTH RY 8/26	**ICE performed concept analysis and benefit cost for symmetrical versus widening to the north on this Project**
2025	DESIGN PHASE 1, TXY-C	**ICE performed planning level documents of widths, cost offset, and connector placement at OCF**
2025	WIDEN TWY-B	**ICE designed the widening of Taxiway "A" at OCF**
2026	IMPROVE FUEL FARM	**Albert Whitted Airport (St. Petersburg) and Destin-Fort Walton Beach Airport for design and construction administration**
2026	CONSTRUCT PHASE 1, TWY-C	**New taxiways at Crestview, Palm Beach, Sebastian, and Tallahassee**
2029	EA EXTEND RUNWAY 18/36	**Experience of subconsultant, Blue Wing Environmental, LLC *(DBE, WBE)***
2030	CONSTRUCT ARFF BUILDING	**Concept planning for floorplan and location at Ocala International; Fort Smith ARFF; and SC Fire Academy**
2030	INSTALL AWOS EQUIPMENT	**Siting analysis for current AWOS at Ocala International**
2030	ACQUIRE LAND FOR APPROACHES	**Subconsultant to be determined**
2031	CONSTRUCT EXTENTION RY 18/36	**BCA, Craig Air Center (Jacksonville) and Runway 7L-25R, Daytona Beach International Airport (Daytona Beach)**

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ORGANIZATIONAL CHART

CITY OF OCALA

OCALA INTERNATIONAL AIRPORT
Airport Director
Matt Grow

INFRASTRUCTURE CONSULTING & ENGINEERING

PRINCIPAL-IN-CHARGE	PROJECT MANAGER	QUALITY CONTROL
Elham Faram, PE	Doug Hambrecht, PE	Michael Hixson, PE

DESIGN/BIDDING SERVICES

AIRSIDE DESIGN
Hamed Jafarian, PE
Maram Aldada, PE
Russ Holliday, PE [AI]
Amr Mansour, EI

PAVEMENT DESIGN
Elham Farzam, PE

TECHNICAL PRODUCTION
Sameh Maximos, PE
Amr Mansour, EI
Mike Allen

STORMWATER
Marty Morlan, PE, ENV SP
Lauren Warmuth, PE
Bob Steele, SET

ENVIRONMENTAL
Sarah Brammell [BWE]

NEPA/ENVIRONMENTAL ASSESSMENTS
Barrett Stone
Wade Hamilton, EI

AIRFIELD ELECTRICAL
Brandon Hiers, PE, ENV SP [AI]
Carl Johnson, EC, ACE [AI]
Mark Goodacre, ACE [AI]

PLANNING SERVICES

PLANNING
Richard Osborne, CM, ACE
Mary Soderstrum, AIA, NCARB [AI]
Andrew Nazarkewych

CONSTRUCTION ADMINISTRATION/ INSPECTION SERVICES

CONSTRUCTION INSPECTION
Jeff Long
Roberto Farinas

CONSTRUCTION MATERIALS TESTING
Mike Stalvey, Jr. [CAL]

ARCHITECTURE SERVICES

ARCHITECTURE
Bob Anderson, AIA
Karina Lanier, AAIA

SUPPORT SERVICES

SURVEY
Travis Barrineau, PSM [RMB]

PRE-DESIGN GEOTECHNICAL INVESTIGATIONS
Ivan Marcano, MS, PE [CAL]

SUBCONSULTANT LEGEND	
AI	AVCON Inc.
BWE	Blue Wing Environmental, LLC ***(DBE, WBE)***
CAL	Cal-Tech Testing, Inc. ***(DBE)***
RMB	R.M. Barrineau & Associates, Inc.

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ICE very much desires to continue to serve as an aviation consultant at the Ocala International Airport. As experts in engineering, architecture, planning, and construction, we are proud to offer the City a team of professionals with a proven track record of delivering numerous projects at similar-sized GA airports. Having worked closely with airport staff for many years, **we bring an understanding of your needs and vision for developing the Airport** backed by the demonstrated experience necessary to deliver, which makes us well-suited to serve as an excellent consultant for the identified Capital Improvement Plan (CIP) projects. **Furthermore, we are committed to prioritizing the City of Ocala and Airport staff at all times.** From concept through completion, our primary focus is to provide exceptional client service. We are a firm that has a keen understanding of FAA Advisory Circulars, rules and processes for grant assurances, construction contracts, project documentation, and construction engineering and inspection. Our long-standing and strong relationships with the FAA and FDOT prove invaluable when assisting our clients in obtaining federal and state funding. Summarized below are the key differentiators that ICE brings and how we can add value to aide OCF in meeting its goals and objectives.

IMMEDIATE AVAILABILITY | Of critical importance to the success of this Contract, the ICE Team has the **immediate availability, resource depth, and capacity** required to expedite work in order to meet tight project and grant funding schedules. **Based on the ample availability of our aviation staff shown in Criteria 4 (page 20) through the end of 2022, we are confident in committing these professionals to you for the Contract term.** Our current assignments will not reduce or impact our capabilities to provide the required services for this Contract. In addition to the staff proposed, the ICE Team has the resource depth available to provide supplementary staff if needed or unexpected events occur. Our Project Manager, Doug Hambrecht, PE, is eager to continue working alongside Airport staff. Our goal is to exceed the City's expectations in all aspects of professionalism and service.

SIMILAR AGENCY AVIATION ON-CALL EXPERIENCE | ICE has been privileged to serve airports and state agencies, through on-call, continuing service agreements, and Indefinite Delivery Contract (IDC) consulting services to municipal clients since our establishment. **ICE currently holds on-call aviation consulting contracts as the prime consultant for the following local governmental agencies: City of Ocala, City of Sebastian, City of St. Petersburg, Brevard County, Collier County, Okaloosa County, and Volusia County**. Working with state, municipal, and local agencies requires a keen understanding of state,

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federal, and local guidelines which has allowed us the opportunity to prove ourselves as reputable aviation and transportation engineers and a responsive consultant. The ICE Team's current and previous experience working with these airports and others throughout Florida, has afforded our professionals a keen understanding of the processes and intricacies associated with providing professional services on general consulting contracts.

At a glance, our Staff's similar project experience working at General Aviation Airports throughout Florida includes:

- Ocala International Airport
- Bob Sikes Airport
- Cecil Airport
- Jacksonville Executive at Craig Airport
- Brooksville-Tampa Bay Regional Airport
- Treasure Coast International Airport
- Kissimmee Gateway Airport
- Space Coast Regional Airport
- Albert Whitted Airport
- St. Pete-Clearwater International Airport
- Peter O. Knight Airport
- Sebastian Municipal Airport
- North Palm Beach County Airport

ICE's current on-call contract experience for the Cities and Counties makes us adept at reporting to these agencies and administrators while operating as a first-class aviation consultant. We work closely with our clients daily to keep them informed, to successfully execute their vision, and to deliver solutions in a timeframe that exceed their expectations. We provide regular progress updates, facilitate in-person meetings, and continuously monitor schedules and budgets set forth during project development. ICE professionals provide the dedicated service that our clients expect and deserve, and we pride ourselves on timely job progress and delivery of a quality product. As a result, we are honored to have been rewarded with **repeat business and long-term relationships**. Our Project Manager has had a 10-year relationship with the City of Ocala undertaking various projects, concepts, analysis, and general assistance at the Airport over the course of these years.

PROVEN SOLUTIONS | Through our diverse and hands-on experience, there is not much that our airport engineers, architects, aviation planners, and former airport managers have encountered. This enables us to offer proven solutions that have been successfully implemented at other facilities. The value-added services of these our professionals allow us to understand decision impacts to related agency offices. For example, the ICE Staff recently helped the Airport with their impressive terminal building by providing provisions for vacant space planned for future interior build-out. Subsequently, we were entrusted to provide additional architectural services as a follow up for the Airport to convert this space seamlessly into a successful restaurant.

MINIMIZING CHANGE ORDERS | Many change orders improve the overall project. Some are client requested changes. In many of our projects, change orders were solicited to the contractor because it was clear the Project would under run set aside funds. In any event, our Team realizes the number of change orders are often viewed as a reflection on how successful the project was. To minimize change orders, our Team focuses first on an airtight contract and strives for error proof design. This is done by performing exhaustive field reviews of existing conditions, assembling all known information on underground facilities, and extensively checking the design plans. During construction, our Resident Engineers and Inspectors stay ahead of the construction and know how to anticipate small problems before they become large. Our Team has an excellent history of minimizing additional costs.

The following projects have been featured to demonstrate the ICE Team's performance with projects that are similar to those that may be included in this Contract or represent the quality work ICE has achieved for Ocala.

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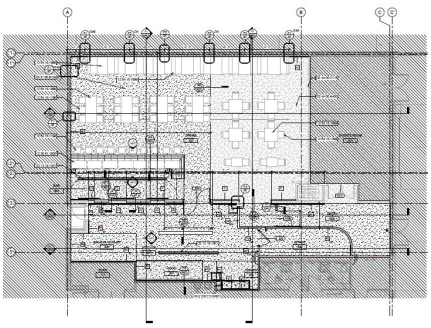
AIRPORT AIRFIELD DESIGN CONSULTANT SERVICES CONTRACT
OCALA INTERNATIONAL AIRPORT

ICE was awarded the Contract for Airport Airfield Design Consultant Services in April 2017. The ICE Team successfully delivered the projects assigned and the services requested, the City continued the partnership and exercised two Contract extensions, the current one ending in March 2022. The following projects have been completed under this Contract:

OWNER'S REPRESENTATIVE
Matt Grow
mgrow@ocalafl.org
(352) 861-2227

RESTAURANT DESIGN AND CONSTRUCTION OVERSIGHT | ICE represented the Airport in the construction administration on this Project that consisted of retrofitting approximately 3,600 SF of unfinished space that faces the apron to rent to as a restaurant. The build-out consists of an open dining area, bar, and kitchen. The retrofit was completed December 2021 and then was transferred to the tenant for the final installation of equipment and furnishings. This was an FDOT funded project and ICE was experienced on the required procedures and billing. ICE managed all communication between the architect, engineers, and general contractor to ensure the Project stayed on schedule and within budget. All communication was funneled through them to the Airport and back the to the Project Team. ICE also managed the submittal, RFI, billing, and change orders. ICE oversaw the design of the restaurant, incorporating details from the owners and approved requests from the employees to produce an efficient and productive layout while still being aesthetically pleasing. The intention was to bring community customers and visitors, not just passengers to the Airport. After the construction of the built-out was complete, the Airport will be building a playground that will have access from the restaurant. The restaurant's design effectively combined Airport's overall vision with the tenant's branding requirements. ICE provided QA/QC for the construction documents to ensure both the restaurant and Airport's specifications were met.



COMPLETION DATE: 2021
PROJECT SIZE: 3,600 SF
PROJECT COST: $500,000

KEY TEAM MEMBERS:
Karina Lanier, AAIA | Project Manager/Architecture
Doug Hambrecht, PE | Principal

CONSTRUCTION INSPECTION FOR AIRCRAFT APRON REHABILITATION AND EXPANSION | This Project included the rehabilitation of the existing apron located between Taxiway "A-3" and "A-4" as well as the expansion of new pavement to the south of "A-7". It involved milling and resurfacing 38,324 square yards of asphalt, construction of 10,374 square yards of new aircraft asphalt apron, installation of aircraft tie downs, temporary and permanent pavement markings, pavement edge lighting, grading, stormwater facilities, and sod. ICE provided a part-time Resident Project Representative (RPR) and inspection services. The RPR was responsible for inspecting construction activities, receiving materials per approved submittals, monitoring contractor activity daily, managing QA activities, coordinating construction activities with Airport

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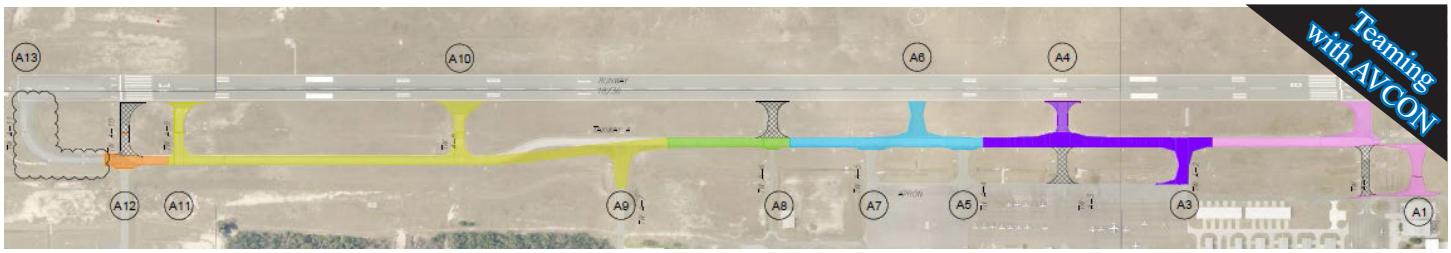
Operations, conducting weekly progress meetings and maintaining the minutes, maintaining redline drawings, conducting Davis-Bacon Interviews, and ensuring contractor compliance with the Safety and Security Plan as well as the Phasing Plan and Construction Management Plan.

COMPLETION DATE: 2021
PROJECT SIZE: 48,698 SF
PROJECT COST: $1.2 Million

KEY TEAM MEMBERS:
Doug Hambrecht, PE | Project Manager
Jeff Long | Senior Inspector

TAXIWAY A REHABILITATION | This Project included milling and overlay of the existing taxiway as well as the demolition of several taxiway connectors and the construction of several new taxiway connectors. Included a re-alignment of portions of the existing taxiway as well as widening and the addition of taxiway edge lights and signage. ICE provided a full-time RPR and inspection services. The RPR was responsible for inspecting all construction activities, receiving materials per approved submittals, monitoring contractor activity daily, managing QA activities, coordinating construction activities with Airport Operations, conducting weekly progress meetings and maintaining the minutes, maintaining redline drawings, conducting Davis-Bacon Interviews, and insuring contractor compliance with the Safety and Security Plan as well as the Phasing Plan and Construction Management Plan. Services also include full construction administration to include FAA and FDOT reporting, reviewing and logging submittals and RFIs, weekly reporting to the Airport Director, issuing change orders, change directives, and information notices, monitoring DBE participation, reviewing pay requests, producing the Construction Safety and Security Plan for acceptance by the FAA, producing the Construction Management Plan, and contracting for Quality Assurance Testing. Services also included full close-out documentation. ICE worked with their current Team member, AVCON, in re-designing the airfield edge light layout. **The Project finished under budget.**



COMPLETION DATE: 2021
PROJECT SIZE: 8,000 SY
PROJECT COST: $5.3 Million

KEY TEAM MEMBERS:
Doug Hambrecht, PE | Project Manager
Hamed Jafarian, PE | Engineer
Amr Mansour, EI | Design Engineer
Sameh Maximos, PE | Engineer
Andrew Nazarkewych | Planning
Mike Allen | CAD Designer
Jeff Long | Senior Inspector

AIRFIELD PERIMETER FENCE | This Project was part of the Capital Improvement Plan (CIP) to eliminate digging under the existing fence by coyotes, gopher tortoises, and other wildlife by constructing a wildlife skirt. A 5' fence skirt was buried a minimum of 36" into the ground under the existing fence fabric and followed the 33,000' (roughly six miles) of existing fence. All swing gates were replaced with sliding gates, and a 6' concrete apron was poured under the gate to limit gaps. ICE provided the design, bidding, and construction phase services for this Project as well as FDOT and FAA grant packages, grant assurances, and closeouts. **The Project was completed on time and under budget.**

COMPLETION DATE: 2018
PROJECT SIZE: 33,000 FT
PROJECT COST: $384,400

KEY TEAM MEMBERS:
Doug Hambrecht, PE | Project Manager
Hamed Jafarian, PE | Engineer
Amr Mansour, EI | Design Engineer
Mike Allen | CAD Designer

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TAXIWAY "N" RECONSTRUCTION
DAYTONA BEACH INTERNATIONAL AIRPORT

COMPLETION DATE
2019

PROJECT SIZE
2.5 Miles

PROJECT COST
$14 Million

KEY TEAM MEMBERS
Doug Hambrecht, PE
Project Manger

Hamed Jafarian, PE
Project Engineer

Amr Mansour, EI
Design Engineer

Mike Allen
CAD Designer

ICE partnered with AVCON for the total reconstruction of the existing 2.5-mile-long Taxiway "N" (and Taxiway "A") with reconfigured edge of pavement geometry, paved shoulders widened from 25' to 30' in width, installation of a new storm water drainage system, and the installation of new LED taxiway edge lights. ICE performed the taxiway horizontal geometric design and layout and developing the overall construction safety and phasing plans. This included preparing preliminary layouts, construction phasing schedule, quantities, engineer's estimates, markings, phasing documents and plans, OE/AAA permit, and preparation of bid packages. The intersections were reconfigured and widened to meet AC 150/5300-13A requirements along with the paved shoulders widened from 25' to 30' in width. The existing incandescent taxiway edge lights, which were approximately 20 years old, were replaced with new LED taxiway edge lights. Work included removing failed areas of taxiway pavement and areas of pavement that no longer complied with the new airport design guidance, removing the existing incandescent taxiway edge lights, widening and reconfiguring the taxiway/taxiway intersections to comply with 13A geometry, rehabilitating the existing asphaltic concrete pavement, installing a new underdrain system at the edge of the taxiway and the paved shoulders, removing and replacing all airfield drainage pipe and catch basins. The Project was sequenced and phased to keep the airport safe and fully operational at all times during construction.

TERMINAL APRON EXPANSION
PUNTA GORDA AIRPORT

COMPLETION DATE
Design: 2017
Construction: 2018

PROJECT SIZE
8,600 SQ YD

PROJECT COST
$3 Million

KEY TEAM MEMBERS
Doug Hambrecht, PE
Project Engineer

Hamed Jafarian, PE
Aviation Engineer

Amr Mansour, EI
Design Engineer

Mike Allen
CAD Designer

ICE served as a subconsultant on this Project that provided professional engineering services to expand the aircraft parking aprons north of the existing apron due to the rapid growth of the Airport. It required three additional aircraft parking spaces for the Airbus A319/A320/A321 and 737-800 aircraft. Originally designed with a blast fence for power in-power out operations, only two positions were originally obtainable, so the Airport directed ICE to revise for straight in operation with tug push back. In total, the Project included 8,600 square yards of 15-inch PCC pavement, 2,600 square yards of macro-fiber reinforced 8-inch PCC pavement, and 3,200 square yards of flexible taxiway pavement. The overall scope for this project included field surveys, geotechnical investigation, geometric layouts, pavement design, stormwater management design and permitting, high mast light standards and electrical modifications, relocation of a pump station, blast fence design and relocation of a security fence, extension of an existing lighted passenger walkway and canopy, signage, pavement markings, bidding, and construction services.

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WEST APRON EXPANSION & TAXIWAY REHABILITATION

DESTIN-FORT WALTON BEACH AIRPORT

This complex, $11 Million project enlarged the West Apron at VPS in order to create five additional commercial aircraft ground loading apron spaces for A319/320 and other narrow body aircraft. The spaces also serve as flexible remain overnight (RON) space for aircraft to base for early flights when all of the existing spaces with jet bridges are full or otherwise under exclusive lease by another airline. Adjacent existing asphalt apron pavement, taxiways, and vehicle parking were also rehabilitated. Significant utility relocations were performed to include gravity sewer, force main, electrical, and water service. Structural work included the construction of a steel covered walkway for passengers accessing a future terminal concourse.

ICE worked with Airport staff and the FAA to finalize apron dimensions and develop detailed site development plans including airfield pavement structural design, geometrics, markings, lighting requirements, and other aircraft support infrastructure required (tie-downs, ground points, electrical or other infrastructure for ground power units, etc.). ICE served as the lead design firm and was responsible for project management, QA/QC, airfield design, production design (CADD), environmental services, and grant and bidding services. ICE also provided construction management services for the construction phase. The following design services were provided:

TAXIWAY RECONSTRUCTION

- Replacement of existing asphalt with concrete for taxiway on west side of terminal where Taxiway "D-1" meets the apron to the northern most boundary of the apron

AIRCRAFT PARKING POSITIONS 1-5

- Apron design for ADG III aircraft
- Pavement design for airport's critical aircraft, 757
- Concrete joint design and apron markings
- Stationary ground power and pre-conditioned air units
- High mast site lighting, edge light modifications, and security cameras
- Site clearing for remote terminal
- Fence and gate relocation
- 12" water line relocation; lift station; 8" gravity, 6" force main; and lavatory cart dump

CREDIT CARD LOT

- Modification of existing parking with apron and concourse footprint
- Expansion of parking to account for new concourse
- Extension of canopy walkway
- Modification of lighting

OWNER'S REPRESENTATIVE
Chad Rogers, PE
rrogers@co.okaloosa.fl.us
(850) 651-7160 (ext.1055)

COMPLETION DATE
Design: 2019
Construction: 2020

PROJECT SIZE
20 Acres

PROJECT COST
$11 Million

KEY TEAM MEMBERS
Doug Hambrecht, PE
Project Manager

Hamed Jafarian, PE
Lead Aviation Engineer

Amr Mansour, EI
Design Engineer

Mike Allen
CAD Designer

Jeff Long
Senior Inspector

Roberto Farinas
Inspector

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PARKING LOT "B" EXPANSION
DESTIN-FORT WALTON BEACH AIRPORT

COMPLETION DATE
2020

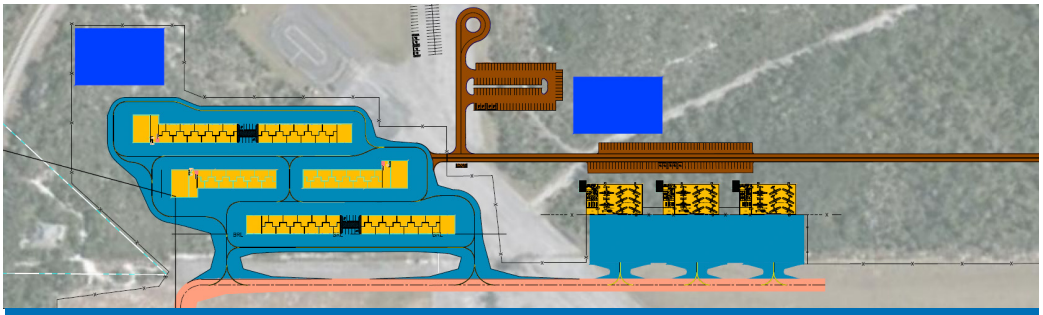
PROJECT SIZE
20,300 SQ YD

PROJECT COST
$1.7 Million

KEY TEAM MEMBERS
Doug Hambrecht, PE
Project Manager

Roberto Farinas
Inspector

ICE teamed with AVCON for this Project that expanded surface lot parking on the west side of the Airport in conjunction with other passenger capacity expansion projects to meet demand and ensure employees have adequate parking during peak travel periods. The construction was funded through a Supplemental Joint Participation Agreement with the FDOT and included construction of a 506-space parking lot. The scope consisted of grubbing, construction of subgrade improvements, base material and asphalt, pavement markings, concrete curb and sidewalk, grading, storm improvements, and site lighting and security camera improvements. AVCON performed the design. ICE was responsible for the construction inspection services and provided a full-time Resident Project Representative (RPR).



T-HANGARS, BOX HANGARS, AND ACCESS TAXIWAY DEVELOPMENT
VALKARIA AIRPORT

COMPLETION DATE
Design: 2021
Construction (Phased):
2022-2024 (est.)

PROJECT SIZE
T-Hangars: 16,500 SQ FT
Box Hangars: 12,000 SQ FT
Total Buildings: 15,450 SQ FT

PROJECT COST
$24 Million

KEY TEAM MEMBERS
Karina Lainer, AAIA
Project Manager/Architecture

Doug Hambrecht, PE
Principal

Hamed Jafarian, PE
Operational Manager

Amr Mansour, EI
Design Engineer

Mike Allen
CAD Designer

Bob Anderson, AIA
Architecture

Andrew Nazarkewych
Planning

ICE is leading the design for a significant project development consisting of three, 24-unit nested T-Hangar buildings with attached box end hangars as well as three separate bulk hangars to be located off the north end of Runway 14 at the Valkaria Airport. The complete site development, including taxiways, roadway drainage and utilities, includes preparing civil site design drawings, technical specifications, and schematic drawings. The ICE Team will also develop the Construction Documents package for use in bidding and permitting the Project. The design includes six buildings that are 10 T-Hangars each totalling 12,000 square feet. The three small box hangar end units are 2,500 square feet each and the three large box hangars are 6,000 square feet each. The three bulk hangars will each be 90 feet by 130 feet and include 100-foot-wide bi-fold doors. The building footprint will total approximately 15,450 square feet, including 12,000 square feet of box hangars and 3,000 square feet of office and support space, and a workshop space of 450 square feet.

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TAXIWAYS "C", "D", AND "E"

SEBASTIAN MUNICIPAL AIRPORT

TAXIWAY "C" | ICE provided engineering and construction management services for a new parallel taxiway on the north side of Runway 5-23 designated as Taxiway "C". Previously, aircraft entering or exiting the Runway 5 threshold were required to cross active runways three times when taxiing from the busy tenant area near the airport's administration building; this project rectified the issue to make it a safer operating environment for all aircraft operators. All taxiways associated with this project were upgraded to the new design standards in FAA Advisory Circular 150/5300-13A, which included the new fillet geometry and direct access to aprons from the runway.

Major components of the design project included:

- Geometric Design
- Aircraft Run-up Aprons
- Removal of Taxiway Pavement
- Stormwater Ponds and Relocation of Existing Infield Drainage
- Environmental Resource Permit from SJRWMD
- Airfield Guide Signs (Entire Airport)
- Airfield Marking

TAXIWAYS "D" AND "E" | ICE provided engineering services for this project which involved adding taxiways to further assist in facilitating traffic movement at X26. These are Taxiway "D" to the south of Runway 5-23 and Taxiway "E" to the south of Runway 10-28. These taxiways were designed to move aircraft safely from the runway intersection crossing point to a crossing at the runway thresholds. All taxiways were designed to ADG II standards (35' width). It was the intent of the airport and the FAA to construct the project in multiple phases to match available funding. ICE provided full, signed and sealed drawings, specifications, and permit documents.

For the Taxiways "C", "D", and "E" projects discussed above at the Sebastian Municipal Airport, ICE and the City of Sebastian met with the FAA several times to illustrate the capacity needs and the safety improvements this project provided. This upfront coordination during visits to Orlando led to a **grant award in excess of $4,200,000 for the City**.

OWNER'S REPRESENTATIVE
Scott Baker
rbaker@cityofsebastian.org
(772) 228-7013

COMPLETION DATES
Taxiway "C"
Design: 2019
Construction: 2019

Taxiway "D" and "E"
Design: 2017
Construction: 2019

PROJECT SIZES
Taxiway "C": 3,900 feet
Taxiway "D": 1,300 feet
Taxiway "E": 1,800 feet

PROJECT COST
$3.95 Million (Combined)

KEY TEAM MEMBERS
Doug Hambrecht, PE
Project Manager

Hamed Jafarian, PE
Aviation Engineer

Amr Mansour, EI
Design Engineer

Andrew Nazarkewych
Planning

Jeff Long
Senior Inspector

Mike Allen
CAD Designer

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PROJECT APPROACH

PROJECT APPROACH BASICS

Several key procedures will be performed to successfully coordinate individual airport improvement projects assigned throughout the life of the Airfield Design Consultant Contract:

- A design schedule developed and implemented which will provide continuity between project elements and the tasks to be performed by subconsultants.
- The pre-design field work (such as survey, geotechnical, and pavement evaluation) scheduled for minimum impact to airport operations.
- An accurate and thorough set of construction plans and technical specifications produced to eliminate any ambiguities during construction and, thereby, to stay within the construction budget and schedule.
- A detailed construction phasing and sequence plan to effectively minimize downtime at the Airport while providing the maximum flexibility in construction to maintain the project on schedule.
- A competent Resident Inspector and quality assurance testing subconsultant, to ensure a high-quality construction product, which will be completed well within the contract schedule and budget.

The methodology to administer an airport project begins at the planning stage. The ICE Team is more than adequately equipped to administer the early stages of project development to assist clients with the various up-front efforts required before being under contract for design. These services include:

- Financial (FAA AIP Applications, FDOT JACIP, Benefit Cost Studies and Cost Estimates);
- Aviation Planning (Compatibility with airport layout plan (ALP), airspace impacts and alternatives analysis);
- Public Involvement (agencies, tenants, and community);
- Environmental Impacts (Estimate Wetlands, Endangered Species, Mitigation, and Permitting);
- Architectural considerations (Code reviews, NFPA requirements, Land Use and tenant needs);
- Engineering Constraints (utilities, stormwater implications and impacts to operations);
- Preliminary Layouts and Exhibits; and
- Data Collection (site visit, acquire as-builts).

Most important are upfront discussions with City staff to listen and understand the project's needs and intended goals. A detailed project narrative is developed for use in obtaining necessary approvals moving forward. As a partner to the City of Ocala, ICE will ensure a solid foundation for future scoping and project viability.

PROJECT RESOURCES

Project Management | ICE's service to the Airport over this Contract begins and ends with how well the Project Manager supports the City. As the primary point of contact, this individual must make themselves available to attend an onsite meeting and quickly respond with an answer to any question the City may have regarding their airport. A good client-oriented firm like ICE needs to have this mentality regardless of upfront costs or a contract in place. The commitment ICE makes to the Airport and the City of Ocala is to provide this highly qualified, responsive Project Manager that can assist with any issue that arises, regardless of the nature, complexity, or his schedule.

Our Project Manager (PM) is an experienced aviation professional with 27 years of design and construction project on airports. He uniquely fits all the qualifications listed above and has a strong sense of responsibility

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towards project delivery and accuracy. He has been working for Ocala International Airport for 10 years (5 with a previous firm) where he has assisted in grants, engineering plans, planning layouts, ALP updates, and daily airport consultation. He looks forward to continuing this relationship with Ocala and the ICE Team.

The approach for completing the services required for this contract necessitates a highly qualified Team, which we have assembled. From experience we know frequent communication and coordination with the owner is essential. Our approach begins and ends with solid Project Management. Elements of Project Management to be performed by our PM and other discipline managers working as support will be:

Contract Management – Involving the internal management of the contract including general project bookkeeping, cost tracking, billing, filing, record keeping and contract coordination with project subconsultants. The PM will maintain and monitor project schedules to ensure critical milestones are met by the design team.

Meetings – The PM will attend all submittal review meetings, meetings where critical items are discussed and coordinated, be present or administer meetings with FAA, utilities, permitting agencies, tenants, operations, and other affected parties.

Financial – During design and construction, track all costs related to the project and maintain a spreadsheet of expenses. Have accurate budget information and ensure the design is performed in accordance with the Airport's available funds or advise the owner of potential overruns early in the process so adjustments in scope can be made.

Coordination – Be readily available to the design team, coordinate review and regulatory agency approvals, and schedule and administer design team meetings. Keep the airport apprised of the work progress, schedule, and anticipated review dates by means of phone calls, emails or progress reports.

Production – A key component independent of the Quality Control process is to ensure the overall design is consistent with the airports desired objectives. Review all plans, reports, minutes, schematics, and calculations to ensure these objectives are met.

Administer Construction – Stay involved during construction to ensure not only the technical requirements are met, but make sure the intent and desired functions are realized. Too often attention is deflected once the design is complete. We make sure all the documentation is in place, the schedule is upheld, and costs are controlled.

Closeout – Have impeccable files to facilitate closeout reporting and permit closeouts.

Our goal for the General Consulting role and for each individual assignment, large or small, is to be actively engaged with Matt Grow and Mike Baker so that we function as an integral component of the organization and an extension of the City staff. Our approach is all inclusive: all Team members understanding the objectives with a vital stake in the project's success.

IN-HOUSE DISCIPLINES

Engineers | ICE has many engineers dedicated to aviation. They are highly experienced with all aspects of airport design and the regulations associated with the FAA Advisory Circulars. Every day they produce plans consistent with proper airfield geometry, safety areas, airfield marking and grading. They understand the Ocala International Airport environment from the types of aircraft they serve, the tenant needs, Sheltair's operation, the role of each of the airport's runways (18-36 and 8-26), and the FAA tower requirements. The goal is to provide a complete set of plans and specifications that cover all scenarios and free from errors, omissions, and ambiguities. Also, to utilize our resources to produce accurate cost estimates for budgetary purposes, even in today's supply chain and product shortage uncertain environment.

Architects | ICE is one of the few Florida firms with specialized aviation architecture capabilities in house. This has proven to be extremely beneficial to our clients, and more specifically for OCF when evaluating terminal concepts, hangar placement, and the interior design of the new restaurant. Karina Lanier was part of the design team for the design for the existing terminal building and knows the facility inside out. The advantage to OCF is clear when providing day-to-day consulting advice and solutions.

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Planners | Aviation planning is an in-house service that ICE retains. It has proved extremely beneficial to the airport when evaluating proposed development options. Many opportunities for growth and land leases are available to the airport. ICE has been instrumental in assisting the airport through the last few years with evaluating impressive plans for westside development with the future growth of the area, equine transport, commercial service, intermodal shipping and cargo. Also, tenants for new T-Hangars and corporate hangars see the opportunities the region has and are increasingly interested in basing their aircraft and businesses. ICE hopes to continue this partnership and see this potential materialize.

ICE and Airport planning document for west side development considering cargo, intermodal, north T-Hangars, and commercial service.

Construction Inspection | An integral part of our services is seeing the project through completion. ICE takes the same active role from the completion of the deign through bidding, and into construction. Our experienced construction inspectors and construction management staff have worked very closely with the City's construction staff on the Taxiway "A" construction project and the main apron rehabilitation and inspection. Taxiway "A" required significant coordination with airport operations for closures of the taxiway and runway to provide safe movement of aircraft and tenant access to runways. This year-long project required complete commitment of ICE staff and management to produce a successful project that only highly experienced aviation construction personnel could have accomplished. Our goal is to continue the heavily involvement and support until that element of the construction project is complete and grants are closed successfully with funding agencies.

Environmental Services | The ICE Team has the ability to conduct all applicable environmental studies and prepare all appropriate documentation in accordance with the National Environmental Policy Act (NEPA). Appropriate documentation includes the preparation of Environmental Assessments (EA), Categorical Exclusions (CatEx), or Environmental Impact Statements (EIS) that are in accordance with the Federal Aviation Administration (FAA) Orders 5050.4 and 1050.1. These orders provide instructions and guidance regarding NEPA compliance associated with federal actions involving the use of public airports. Project scoping consists of determining the appropriate level of documentation needed for the assigned project. The ICE team would conduct all environmental technical studies and agency coordination needed to determine and complete NEPA documentations. This includes, but is not limited to protected species assessments, wetland delineations, and cultural resource investigations. For projects resulting in major federal actions that do not qualify as a CatEx, an EA will most likely be required to determine if the action will result in significant impacts. The overall process is similar but will require additional documentation and analysis to determine potential impacts on the numerous environmental and human resources. Actions that normally require an EA are documented in 1050.1E, 401 and include new land acquisitions greater than three acres and federal funding for new/major runway extensions.

IN-HOUSE TECHNICAL SUPPORT

CAD Designers | ICE employs an adequate number of computer aided drafting tools for production support. They have AutoCAD and Civil 3D software that allow them to produce clear sets of drawings for construction and planning documents. Having an experienced group of these technical experts in-house will allow ICE to respond to OCF's needs and meet schedules.

Specialty Subconsultants | ICE will heavily utilize the services of one of the most well-respected firms in Florida, AVCON Inc. They have been a major partner with ICE for many years and have performed well on past assignments at the Airport. AVCON was asked to review and revise the electrical lighting layout for the construction of Taxiway "A" due to some discrepancies in the plans. In less than two weeks, a new design was turned that was accurate and saved money. ICE will also utilize AVCON's technical capabilities for engineering design support and planning. They will continue to be an integral part of the team.

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WILLINGNESS TO MEET TIME AND BUDGET

APPROACH TO MANAGING BUDGET

Since all members of our Team have worked at OCF for several years, we understand the City's needs and the funding needed for their capital projects. During design, the team will be proactive in seeking ways to reduce project costs. This translates to our professional fees as well. ICE's expertise in the aviation discipline allows work within set scope parameters, maximizing efficiency and limit costly redesigns. Because repeat business is so critical to the firm, requesting supplemental fees is avoided whenever possible.

- Listen to the client and understand their needs;
- Estimate a realistic budget based on actual bids (baseline) with contingency,
- Perform early coordination with building departments and regulatory agencies;
- Using existing data and record documents;
- Perform extensive field verification of exist conditions;
- Detailed depiction of underground utilities;
- Utilizing proven solutions in order to simplify the design
- Adhering to scope of work to minimize scope creep;
- Involve experienced and qualified staff who can produce cost-effective designs.

The team will conduct weekly internal progress meetings and perform monthly project reviews to monitor schedules and budgets to identify and resolve project issues early to avoid delays. Detailed cost estimates will be updated regularly and with each design phase submittal. In-depth quality control reviews and constructability reviews will be performed to identify potential discrepancies that can lead to costly change orders. In addition to reviewing the plans, these reviews also encompass contract language and specifications to check for discrepancies and conflicts that a contractor may attempt to take advantage of.

The selected firm for this Contract must be good stewards of the Airport funds. ICE will take the extra effort to find solutions that are more economical without sacrificing quality. Since the ICE staff have been working at OCF for many years, we have records of as-built conditions that date back many years. The is extremely helpful in eliminating unknowns. Frequently, the quality control component of a project often does not recognize missing information that could be available from airport records or subsurface utility efforts, thus going undetected. The ICE Team has a strong background in construction, so elements of constructability, contractor access, staging and work areas, and project phasing can have strong, positive implications on a lower cost.

APPROACH TO MANAGING TIME

The Team understands and realizes that delays in the schedule have an adverse effect on project airport finances and grant funding. Projects that are late could miss FDOT and FAA fiscal year deadlines and be subject to loss of grant funds. Projects that exceed the allotted schedule also cost more in additional administrative costs for the airport staff. This is a drain on the valuable resources to the City.

For each project undertaken by the team, they will prepare a detailed schedule for the client's review and approval. This schedule will highlight critical path items and major work areas, including a breakdown of the sub tasks and corresponding time lines and manpower required to complete the work. Also, included in the schedule is the proper allocation of adequate Quality Control time in advance of each submittal.

Weekly meetings are held with the entire project team, including subconsultants, to evaluate how the design is progressing and determine if the project is on track to meet the deadline or milestone set out in the schedule. If it is determined the project is behind schedule, sufficient additional resources will be made available until the project gets back on track. The key to effective schedule management is understanding where the project currently is, what is left to do, how long it will take, and what resources are needed. This can be accomplished by the Team's experienced Project Managers and engineers who all have a minimum of 20+ years of aviation design experience.

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Tracking of the project schedule will be the responsibility of the PM who will look at production and evaluate where the project is on a level of completion scale. In the event a component of the production falls behind, a recovery plan will be discussed to ensure the project remains on track. This recovery plan could involve adding staff or working extra hours to get back on track. The schedule update will be provided to the airport staff on a monthly basis during the design phases of the project, along with a narrative report on the progress of work. Permits are applied for early and adequate float time allotted for agency review and questions. The PM will schedule frequent meetings with subconsultants to stay abreast of their progress. Incremental submittals are made by the subconsultant Team members during the course of a design phase to gauge their progress and similarly come up with a plan for recovery if viewed to be behind schedule.

ICE's management of schedule was evident with the Taxiway "A" construction project. With multiple phases requiring different closures of sections of pavement, extreme importance was placed on holding the contractor to that timeframe. This included discussions on staffing and scheduling during our weekly calls with constant tracking of time elapsed with contract time. Our efforts and documentation were used to hold the contractor to these durations and assess liquated damages for periods when they fell short.

GRANT MANAGEMENT APPROACH

In the past, ICE has been integrally involved in conversations and communication with the FAA and FDOT as it relates to proposed developments, eligibility, and funding. Helping OCF obtain funds is an important function of the ICE consulting Team. ICE staff has been serving General Aviation and small to medium-sized commercial service airports for numerous years. Grant application assistance is an upfront, non-reimbursable service that ICE provides to their clients. Management of the grant, tracking the funds, and ensuring grant compliance is typical with all projects. For aviation projects in Florida, the typical sources of project funding are through FAA and/or FDOT grants. ICE has established outstanding relationships with FAA and FDOT staff, most importantly with the representatives of Ocala International Airport, Joe Jerkins (FDOT), Allison McCuddy (FDOT), and Jennifer Ganley (FAA). They trust the Team to properly formulate grants, adhere to grant assurances, deliver timely reporting, and expeditiously close out grants. ICE staff has experience working with the Florida Aviation Database and with the Joint Automated Capital Improvement Program (JACIP). These programs are integrated with FDOT to show project costs and the 5-year capital improvement plan.

The FAA Orlando Airports District Office and the Florida Department of Transportation work closely and share funding on grants, however, the processes they follow is different. For example, FDOT will fund a project based on estimates, however, FAA only funds projects based on hard bids. The FAA will not participate in most projects that are revenue-producing, while FDOT will. Also, certain elements of a single project could be eligible for full funding and others eligible for funding at a lower participation, or none at all. This situation must be managed closely to ensure proper utilization of the grant funding and proper tracking of construction costs.

The grant application is an important first step in securing the funds. In addition to filling out the 424 application form, ICE staff will:

- Write cover letter
- Generate Project Sketches
- Prepare Cost Estimates
- Project Narrative
- Environmental Checklists
- Schedules
- Perform Eligibility Computations
- Sponsor Certifications
- Bid Tabulations (for Construction)

During design and construction, ICE staff ensure the proper procedures are followed for grant compliance. The FDOT requires copies of contracts, signed and sealed drawings, and engineer's certifications. The FAA requires a copy of the plans and specifications. During construction, both agencies want to review change orders with backup information, photos, and justification. For closeout, the ICE Team has their own procedure for compiling file documentation that includes documentation required by both agencies and useful information for the airport staff. This information is provided in a book form and a PDF.

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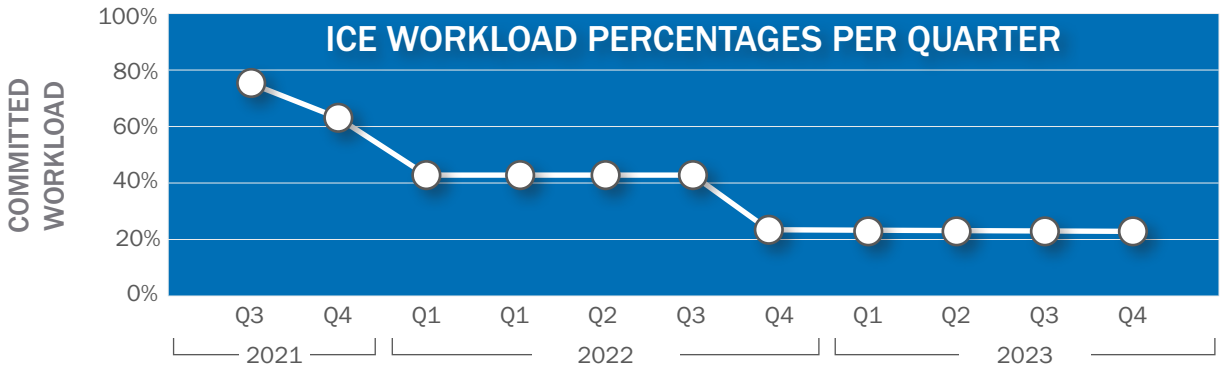
4 Recent, Current, and Projected Workloads of the Firm

Serving as a current aviation consultant for the City, the ICE Team has the understanding and experience of delivering timely projects and services under the Contract. We have conducted an evaluation of our Team's current and projected workload and the availability of the proposed personnel to confidently commit these professionals for the Contract duration. **Our current assignments will not reduce or impact our capabilities to provide the required services provided to the City.** We have reviewed the five-year CIP for the Airport and are extremely confident the ICE Team has sufficient resources and capabilities to allocate to this important Contract.

WORKLOADS

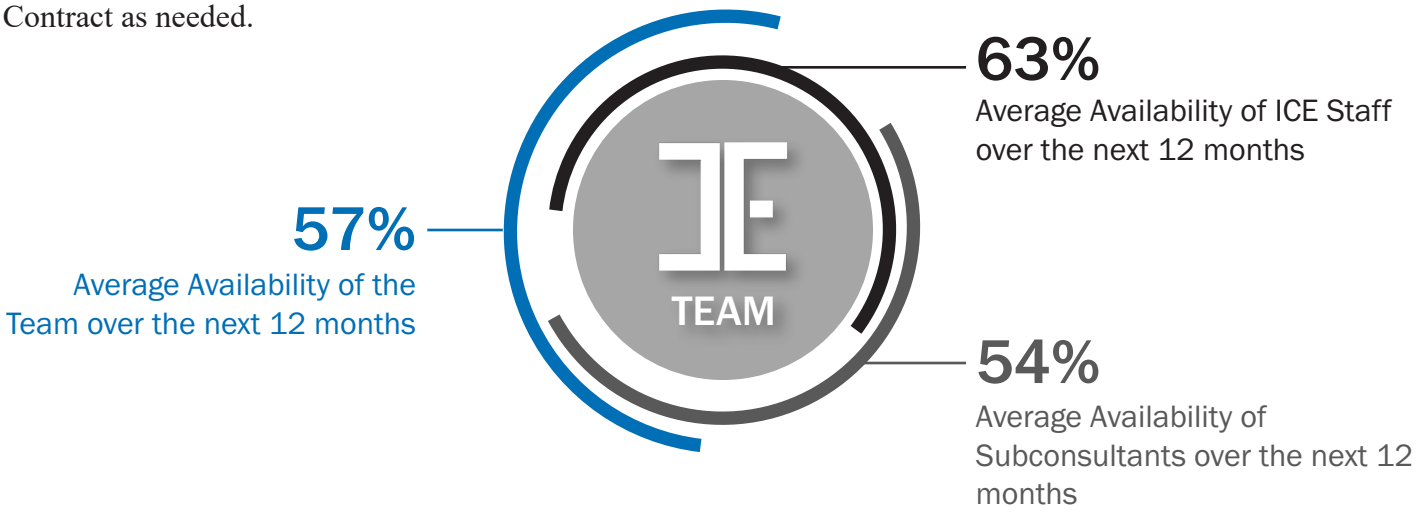
The graphical representation below exhibits ICE's recent closeouts, current workload, and projected commitments for our Florida aviation clients. The backlog illustrates a decrease in our awarded projects over the next 12 months allowing our Team the necessary availability to successfully complete any task orders assigned from the City.



Some of the recent completed projects were the Airport Restaurant Design and Construction for the City of Ocala, CONRAC Facilities Refurbishment for Okaloosa County, and Hangar D Design for City of Sebastian. ICE is currently working on the Runway 18-36 Crack Repair, Seal, & Restripe for the Airport which is estimated to be completed in 2022.

AVAILABILITY

ICE is committed to prioritizing the City and continuing to serve as an extension of your staff. All team members were selected based on the current and projected workloads to ensure proper staffing for each discipline and will be dedicated to this Contract. We have the **immediate availability, resource depth, and capacity** required to expedite work in order to meet tight project and grant funding schedules. In addition to our proposed team, ICE has a deep pool of technical and support professionals working throughout Florida that can be allocated to this Contract as needed.



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INFRCON-01 MGOODWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1000009384
Hub International Carolinas
1330 Lady Street
Columbia, SC 29201

CONTACT NAME: Michelle Goodwin
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: Michelle.Goodwin@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Hartford Ins Co of the Midwest	37478
INSURER C : Hartford Casualty Insurance Company	29424
INSURER D : Hartford Insurance Company of SE	38261
INSURER E : Travelers Casualty and Surety Company	19038
INSURER F :	

INSURED
Infrastructure Consulting & Engineering, PLLC
& ICE of Carolinas PLLC
1021 Briargate Circle
Columbia, SC 29210

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			22UUNOL5136	9/6/2021	9/6/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			22UENOL5164	9/6/2021	9/6/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE			22RHUOL5165	9/6/2021	9/6/2022	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A		22WBOL6H1R	9/6/2021	9/6/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Prof Liability			107504031	9/6/2021	9/6/2022	Each Claim	1,000,000
E	Prof Liability			107504031	9/6/2021	9/6/2022	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

FOR INFORMATION ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

July 29, 2021

Doug Hambrecht, Vice President-Florida Aviation
INFRASTRUCTURE CONSULTING & ENGINEERING, PLLC, LLC
5550 Idlewild Avenue, Suite 102
Tampa, Florida 33634

Dear Mr. Hambrecht:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 3 - Highway Design - Roadway

3.1 - Minor Highway Design
3.2 - Major Highway Design

Group 4 - Highway Design - Bridges

4.1.1 - Miscellaneous Structures
4.1.2 - Minor Bridge Design
4.2.1 - Major Bridge Design - Concrete
4.2.2 - Major Bridge Design - Steel

Group 5 - Bridge Inspection

5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

6.1 - Traffic Engineering Studies
6.2 - Traffic Signal Timing
6.3.1 - Intelligent Transportation Systems Analysis and Design
6.3.2 - Intelligent Transportation Systems Implementation

Group 7 - Traffic Operations Design

7.1 - Signing, Pavement Marking and Channelization
7.2 - Lighting
7.3 - Signalization

Group 10 - Construction Engineering Inspection

10.1 - Roadway Construction Engineering Inspection
10.3 - Construction Materials Inspection
10.4 - Minor Bridge & Miscellaneous Structures CEI
10.5.1 - Major Bridge CEI - Concrete
10.5.2 - Major Bridge CEI - Steel

Group 13 - Planning

13.5 - Subarea/Corridor Planning

Group 14 - Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2022, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
172.41%	157.56%	0.274%	Reimbursed	No	11.60%	10.71%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

Safety, Mobility, Innovation
www.fdot.gov

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE)

Certificate of Eligibility

BLUE WING ENVIRONMENTAL LLC
MEETS THE REQUIREMENTS OF 49 CFR, PART 26
APPROVED NAICS CODES:
541620

Samuel Febres

Samuel Febres (Sammy)
DBE & Small Business Development Manager
Florida Department of Transportation

Florida UCP DBE Directory

Number of Records Returned: 1
Selection Criteria:
Vendor : CAL-TECH TESTING INC

Vendor Name: CAL-TECH TESTING INC
DBE Certification:CERTIFIED **MBE Certification:** Certified
DBA: **Former Name:**
Business Description: LABORATORY TESTING SERVICES, UNDERGROUND MODIFICATIONS- SINKHOLE, SOIL STABILIZATION, CEMENT, CHEMICAL, POLYURTHANE AND VOID GROUTING

Mailing Address:3309 SW SR-247
LAKE CITY, FL 32024-

Contact Name: ABBY STALVEY **Phone:** (386) 755-3633 **Fax:** (386) 752-5456
Email: ASTALVEY@CALTECHTESTING.COM
ACDBE Status:N
Statewide Availability: Y

Certified NAICS
238990 All Other Specialty Trade Contractors
541380 Testing Laboratories

DOUG HAMBRECHT, PE

Project Manager

Mr. Hambrecht has been providing consulting services for clients at both commercial service and general aviation airports since 1995. His extensive experience includes all aspects of aviation design and construction consulting services as well as an in-depth knowledge of FAA funding approval process, airport development alternatives and studies, and a unique perspective of knowing what it takes to get airport projects completed successfully from start to finish. His aviation design experience includes taxiway and runway rehabilitation, apron expansions, shade hangar and T-hangar design and improvements, perimeter fencing, parking lot reconfiguration, rental car facility development, fuel farm and security improvements, and entrance and access road improvements. Mr. Hambrecht is focused on quality and accuracy of the delivered product.

Mr. Hambrecht has served as the Project Manager on ICE's current aviation contract for the City of Ocala since 2017. He brings a thorough understanding of the City's preferences and established working relationships with Airport staff. This knowledge allows him to bring continuity and streamlined efficiencies to the next iteration of this Contract.

EDUCATION:
BS, Civil Engineering, State University of New York at Buffalo (1995)
AAS, Aerospace Technology, Farmingdale State College (1989)

EXPERIENCE:
Career: 1995 – Present
ICE: 2015 – Present

REGISTRATION:
Professional Engineer:
FL #57145
AL#38751-E
SC #20227
GA #PE041061

CERTIFICATIONS:
- FDOT Statewide Pavement Management Courses – Airfield Pavement Distress Repair
- Airfield Pavement Inspection Training
- University of Wisconsin Pavement Maintenance and Repair Certification

Current Aviation and Airport GC Contracts

City of Ocala	City of St. Petersburg	Citrus County
City of Everglades	Brevard County	Okaloosa County
City of Sebastian	Collier County	Volusia County

EXPERIENCE:

Taxiway "A" Rehabilitation, Ocala International Airport – Ocala, FL | Mr. Hambrecht served as the Project Manager for the construction of the rehabilitation of the airport's only parallel taxiway to the primary runway. It included the milling and overlay of the existing taxiway as well as the demolition of several taxiway connectors and the construction of several new taxiway connectors. Also included a re-alignment of portions of the existing taxiway as well as widening. New taxiway edge lights and taxiway signage were provided. Mr. Hambrecht responsibilities involved full construction administration to include FAA and FDOT reporting, reviewing and responding to submittals and RFIs, weekly reporting to the Airport Director, issuing change orders, change directives, and information notices, monitoring DBE participation, reviewing pay requests, producing the construction safety and security plan for acceptance by the FAA, producing the Construction Management Plan, quality assurance test results and close out documentation.

Airfield Perimeter Fence, Ocala International Airport – Marion County, FL | This Project was part of the Capital Improvement Plan (CIP) for the City of Ocala and the Ocala International Airport. The purpose of this project was to eliminate digging under the existing fence by coyotes, gopher tortoises, and other wildlife by constructing a wildlife skirt. A 5' fence skirt was buried a minimum of 36" into the ground under the existing fence fabric and followed the 33,000' (roughly six miles) of existing fence. All swing gates were replaced with sliding gates, and a 6" concrete apron was poured under the gate to limit gaps. Mr. Hambrecht served as the Project Manager and oversaw the design, bidding, and construction phase services for this Project. In addition, FDOT and FAA grant packages, grant assurances, and closeouts were provided by ICE.

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Doug Hambrecht, PE | Project Manager

GA Terminal Parking Lot, Ocala International Airport – City of Ocala, FL | As the Client Manager, Mr. Hambrecht was responsible for the design of a 144-space, 60,000-square-foot parking lot as the first phase of a proposed General Aviation terminal expansion program. Project included the undergrounding of overhead utilities, regional stormwater conveyance, landscaping, site lighting and prepared FAA grant applications.

Taxiway "N" Reconstruction, Daytona Beach International Airport – Daytona Beach, FL | ICE served as a subconsultant on this project which consisted of the total reconstruction of the existing 2.5-mile-long Taxiway "N" (and Taxiway "A") with reconfigured edge of pavement geometry, paved shoulders widened from 25' to 30' in width, installation of a new storm water drainage system, and the installation of new LED taxiway edge lights. Mr. Hambrecht was responsible for overseeing the taxiway horizontal geometric design and layout and the development of the overall construction safety and phasing plans for the project.

West Apron Expansion, Destin-Fort Walton Beach Airport – Okaloosa County, FL | This project consisted of enlarging the West Apron to create five additional commercial aircraft ground loading apron spaces for A319/320 and other narrow body aircraft. The spaces also serve as remain overnight (RON) space for aircraft to base for early flights when all of the existing spaces with jet bridges are full or otherwise under exclusive lease by another airline. Mr. Hambrecht served as the Project Manager, worked with airport staff and the FAA to finalize apron dimensions, and developed detailed site development plans including airfield pavement structural design, geometrics, markings, lighting requirements, and other aircraft support infrastructure required (tie-downs, ground points, electrical or other infrastructure for ground power units, etc.). He was responsible for overseeing QA/QC, airfield design, production design (CADD), environmental services, and grant and bidding services as well as construction management during the construction phase.

Shade Hangar, Sebastian Municipal Airport – Sebastian, FL | Serving as Project Manager, Mr. Hambrecht provided performance specifications for a system meeting the airport's desire to be competitively bid. He was also responsible for administering the bidding process. The City of Sebastian and the Sebastian Municipal Airport wanted shade hangars for the west side of the airport. These hangars consist of column(s) support to a roof truss system which stretches and supports a type of polypropylene fabric covering. ICE provided performance specifications for a system meeting the airport's desire to be competitively bid. An in-depth design for the grading, drainage, and permitting of the site was required, as well as obtaining water management permits. The Airport desired a total of 14 shade hangars including 12 units for single engine type aircraft and two larger units for twin engine airplanes.

T-Hangar Replacement, Sarasota Bradenton International Airport – Sarasota, FL | Mr. Hambrecht served as the Project Manager responsible for overall project management including design, construction plans, and construction phase services for the replacement of several T-Hangar buildings, including J-4 and J-5. The clear door width for the set of buildings was 41.5' x 12'. Each building is a standard (stacked) configuration consisting of 14 units (28 total). Also included in this project were two larger hangar buildings (J-7 and J-8) to the south of Taxiway "F". The clear door width for these buildings will be wider than J-4 and J-5 at 47.5' x 14'. Special, larger end units were designed on each of the two buildings with a clear door width of 51' x 16'. At this width, J-7 can accommodate 12 units and J-8 can accommodate 15, both with a nested configuration. Site work consisted of the removal of the asphalt pads under the Port-a-Port buildings, new drainage pipes, and the relocation of the taxilanes to line up with the new doors. On the buildings, manufactured by Erect-a-Tube, ridge vents were provided for air circulation, exterior building mounted LED lights were provided for taxilane illumination, and door types were bifold type.

Entrance Road and Parking Lots Reconfiguration Project, St. Pete-Clearwater International Airport – Clearwater, FL | Mr. Hambrecht served as a Senior Project Manager at ICE for the design assistance and phasing plans for the reconfiguration and realignment of the existing ¾-mile-long entrance road and the reconfiguration and expansion of the existing parking lots at PIE. The pending realignment of the major access roadway to the airport (Roosevelt Boulevard) and the explosive growth in number of passengers flying in and out of PIE were the driving forces behind this project. As a subconsultant, ICE performed the preliminary entrance roadway/parking lots geometric design and layout, quality control reviews, and developed the overall construction

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sequencing plans for the project to ensure continuous vehicular access to the terminal and parking areas with safe routes for pedestrians from the parking lots to the terminal building during construction. The project work included constructing new roadway and 68,000 square yards of parking lot pavement, rehabilitating the existing road, replacing the entire stormwater drainage system, constructing new concrete curb and sidewalk, installing new high mast LED streetlights, relocating and reinstalling overhead roadway information signs, and sequencing the work to keep the existing roads, parking lots, and terminal building operational, safe, and accessible during construction.

Taxiways "C", "D", and "E", Sebastian Municipal Airport – Sebastian, FL | Mr. Hambrecht served as the Project Manager for the design of several new parallel taxiways to enhance safety at this uncontrolled airport. Several new taxiways were designed to limit the number of runway crossings, decrease the chances of an incursion, and provide a safer route for taxiing aircraft. A full-length parallel Taxiway "C" to Runway 5-23 on the north side is to be constructed with a partial parallel (Taxiway "D") on the south side. Included will be Taxiway "E", a partial parallel taxiway to Runway 10-28 along the south side to move the main GA traffic to the runways. All work was designed in accordance with the 13A Advisory Circular geometry requirements. Stormwater design was performed to minimize ponds by sheet flowing runoff for treatment 62-330.449 F.A.C. and permits through the Water Management District. Airfield signage, pavement design, pavement marking, and a Construction Safety and Phasing Plan (CSPP) were prepared.

Apron Design, Punta Gorda Airport – Punta Gorda, FL | Mr. Hambrecht served as the Project Manager for the design of the expansion of the aircraft parking aprons at the Punta Gorda Airport which is experiencing rapid growth with Allegiant Air. The project scope included professional engineering services to expand the aircraft parking aprons north of the existing apron to add three additional aircraft parking spaces for the Airbus A319/A320/A321 and 737-800 aircraft. Originally designed with a blast fence for power-in power-out operations, only two positions were originally obtainable, so the airport directed ICE to revise for straight in operation with tug push back. The apron consists of a combination of asphalt and concrete in varying thicknesses for taxiway (4" asphalt/ 14" limerock), aircraft parking (15" concrete 6" recycled conc. base), and ground service equipment (concrete 6" recycled conc. base). Drainage was accomplished by the use of trench drains outfalling to a pipe network and then to a retention pond. These positions were remote from the terminal, requiring a covered walkway to all three positions.

VHB Metropolitan Airport Systems Study, Mobile Downtown Airport – Mobile, AL | Mr. Hambrecht served as a project engineer responsible for providing rough order of magnitude cost estimating services for this project that consisted of determining if it is cost effective to have commercial air services at Mobile Downtown Airport and evaluated if changing the roles of the Mobile Regional Airport and the Mobile Downtown Airport will provide better air service options in the future. Careful consideration was made as to how a role change would affect economic development coupled with known major infrastructure projects on and around the airports. It was also determined if the potential future economic impacts and regional benefits of adding St. Elmo Airport under the ownership and operation of the Airport is beneficial to BFM.

Aerostar Simulator and Hangar Improvements, Kissimmee Gateway Airport – Kissimmee, FL | Mr. Hambrecht served as Project Manager and worked closely with Quantem FBO Group to assist in the planning of hangar improvements to suit the needs of a future tenant. The tenant, Aerostar Training Services, desired to build a flight training campus which included major renovations to an existing hangar. Interior modifications to the existing hangar included a full height dividing wall to separate maintenance operations with aircraft simulators. The planning work and conceptual renderings of the ultimate buildout were exclusively performed by ICE.

Terminal Apron Rehabilitation (Gates 7-10), St. Pete-Clearwater International Airport – Clearwater, FL | Mr. Hambrecht served as the Project Manager for the design of a rehabilitation of 24,000 square feet of terminal apron associated with the terminal building expansion of gates 7-10. Design included utilities relocation, stormwater, cost estimating and concrete pavement. Extensive phasing was required for public safety and access to temporary aircraft parking positions.

Doug Hambrecht, PE | Project Manager

Southeast T-Hangars, Brooksville-Tampa Bay Regional Airport – Brooksville, FL | Mr. Hambrecht served as the Project Manager responsible for the layout and specifications package for the installation of four T-Hangar structures. The buildings consisted of a prefabricated metal building system with prefabricated roof vents, supplied by Dean Steel Buildings. Two of the larger T-Hangar buildings were a traditional layout with a door clear opening of 54 feet in width and 17 feet in height. Aircraft that could be stored in this hangar include the Piper PA-31 Navajo and Beechcraft King Air C90A. The smaller T-Hangar buildings were a nested layout. The doors have a clear opening of 44 feet in width and 14 feet in height. Aircraft that could be stored in this hangar include the Cessna 172R Skyhawk, Cessna 182 Skylane, Piper PA-23 Aztec, and Raytheon A36 Bonanza. Detailed layout drawings depicted NFPA requirements, wall dimensions, ADA requirements, doorways, floor sloping, spill protection, rainfall downspouts, site work, building mounted lighting, electrical requirements, grounding points, ventilation, locations of fire walls, and other owner and code requirements. Spaces for restrooms, storage, and conditioned office space were provided. Hydraulic and Bi-fold doors were provided for the different structures.

Boarding Bridges for A Gates, Destin-Fort Walton Beach Airport – Valparaiso, FL | Mr. Hambrecht served as the Project Manager for this project that consisted of new Apron Drive Passenger Boarding Bridges (PBBs) with the replacement of the 400hz/48VDC ground power units and the pre-conditioned air units. Bag lift elevators were included to move late bags from the apron the terminal floor. The bridge structure consisted of a ramped fixed tunnel (terminal doors at ground level designed), a rotating rotunda, telescoping bridge tunnel section, a cab with full controls for moving the bridge into position, vertical and horizontal drive system, baggage lift system, and provisions to re-mark the apron for the new parking positions associated with revised docking procedures than what is currently marked and the potential for larger mix of aircraft at these positions.

Runway Re-Marking, Sebastian Municipal Airport – Sebastian, FL | Mr. Hambrecht served as the Project Manager for the re-marking of non-precision Runway 5-23 and VFR Runway 10-28, GPS approach obstruction survey for Runway 5, and runway designation (numbering) calculations for magnetic declination of both runways. He also oversaw the design and construction for this project.

South Cargo Ramp Rehabilitation and Taxiway "N", Cleveland Hopkins International Airport – Cleveland, OH | Mr. Hambrecht served as the Project Engineer for the development of plans and specifications for the concrete joint layout and marking plans for the reconstruction of the cargo ramp and a main taxiway access to Runway 6R-24L and exit for Runway 6L-24R. Project included the various concrete joint details, enhanced centerlines, hold position markings, vehicle service road markings, and surface painted hold position signs.

Terminal Renovation and Addition and Parking Garage, Kotoka International Airport – Accra, Ghana | As the Project Manager, he was responsible for the civil design of a major terminal expansion project, including baggage handling, ticketing, and a concourse expansion. The civil design for this project included a new four lane entrance road, terminal access roads, ramps to a new multi-story parking garage for 2,300 vehicles, overhead terminal wayfinding signage, roadway lighting, landscaping, storm drainage systems, pedestrian walkways and ramps, a 3x6 meter tunnel, and multiple roadway retaining walls.

Terminal Additions Phase 2, Destin-Fort Walton Beach Airport – Valparaiso, FL | Mr. Hambrecht was the Construction Project Manager for site work associated with the terminal concourse expansion and new airline gates. The work included 20,000 square feet of concrete apron reconstruction. Mr. Hambrecht worked closely with the airport and FAA in grant closeout and quarterly reporting.

East Side Additions, Fuel Farm Canopies and Security Improvements, Destin-Fort Walton Beach Airport – Valparaiso, FL | Hambrecht served as the Project Manager responsible for the design of metal roofs to provide shelter and safety for the loading and offloading areas of the airport fuel farm. The project consisted of structural steel coverings over the offloading and loading areas at the fuel farm and a third shelter over the emergency generator. These canopies were designed to provide shade and protection from the elements during fueling operations. The loading area consisted of a cantilever canopy (24'x40') and the offloading area for the larger tanker trucks was a gable type roof (62'x32') construction. All included standing seam roofs, steel "H" columns and cords, shop welded and field bolted connections, and concrete foundations. Three Pan, Tilt, Zoom cameras were

added to the east side development. At the east terminal ramp gate, existing card readers were upgraded to dual height card readers (2 total) at both lanes of the entrance. Mr. Hambrecht provided cost estimating, change order evaluations and grant assistance.

Pavement Reconstruction Taxiway "T" and "H", Jacksonville International Airport – Jacksonville, FL | Mr. Hambrecht served as the Quality Control Manager and was responsible for the design of two major taxiways at JIA. Taxiway "T", a connector to Runway 13-31, was completely removed, shifted, and realigned as a part of the design effort. The determination of the proposed location required an analysis of the occupancy time on the runway, a comparison to other exit points, and service to cargo operations. The pavement section featured 16" of concrete over 8" of cement treated base. The design for Taxiway "H" was limited to concrete slab replacement and spall repair. Taxiway "H" serves as one of the main access points to the Terminal Apron and the General Aviation Area. Mr. Hambrecht also reviewed cost estimates for this project.

Northeast Corporate Center, Brooksville-Tampa Bay Regional Airport – Brooksville, FL | As the Quality Control Manager, Mr. Hambrecht provided detailed, independent review of estimated project costs This project included designing a 205,000-square-foot concrete apron for the future development of up to 10 hangars for medium to large corporate aircraft. The apron and connector taxiway were designed for ADG II aircraft, while a taxiway extension to the facility was designed for larger, Group IV aircraft. Major site elements included 0.5 miles of access roadway, area lighting, airfield NAVAIDS, stormwater piping, and dry pond construction. Subsurface utilities included a water main extension, gravity sewer loop, lift station, and underground power service. Since this project is in the approach to both Runways 27 and 21, significant analysis of part 77 surfaces was required as well as considerations for runway extensions and future RPZs.

Parcel 71 Development, Daytona Beach International Airport – Daytona Beach, FL | As the Quality Control Manager, Mr. Hambrecht was responsible for the design of a 70,000-square-foot asphalt apron for future corporate hangar development. The project included two connector taxiways, airfield electrical, utility infrastructure, access roads, perimeter access control, roadway lighting, construction phasing, and large concrete culvert installation. Permitting efforts included stormwater, floodplain compensation, sewer, water, County Development Order, and driveway connection.

7L-25R Runway Reconstruction, Daytona Beach International Airport – Daytona Beach, FL | Mr. Hambrecht served as the Project Manager responsible for the design of the runway rehabilitation and reconstruction. This is the main runway for Daytona Beach with a length of 10,500'. Reconstruction was necessary for the 2,500' x 50' keel section to the 7L approach where significant pavement distresses occurred. Improvements to the keel involved replacing the asphalt with 15" of Portland Cement Concrete. Detailed grading plans provided milled surface contours and finished grades. Phasing plans accounted for the airport's different needs to provide multiple runways for the flight schools and Embry Riddle's use as well as sufficient length and wind coverage for the airlines. This was provided by incorporating multiple phases of displaced thresholds on 7L-25R and minimizing work zones on the 16-34, the intersecting runway.

Parcel 61 T-Hangars, Daytona Beach International Airport – Daytona Beach, FL | Mr. Hambrecht served as the Project Manager responsible for the design of an 11 unit stacked T-Hangar configuration. The project also included custom hangar specifications, design of stormwater systems, vehicular access improvements, and an aircraft taxilane to service the units.

18L-36R Runway Rehabilitation, Cecil Airport – Jacksonville, FL | Mr. Hambrecht served as the Project Manager responsible for the design of the asphalt rehabilitation and concrete joint repair of Cecil Field's 12,500' runway. Approximately 7,000' of the center portion of the runway is bituminous asphalt, with roughly 5,000' on the south end and 300' on the north end consisting of Portland Cement Concrete (PCC). This project included milling and resurfacing plans, detailed phasing plans, marking plans, and rehabilitation of all the connector Taxiways "A2", "A3", and "B". Drainage design included the evaluation of the infield drainage system to replace pipes with lower maintenance ditches.

Exit Taxiways "C4" and "D", Palm Beach International Airport – West Palm Beach, FL | Mr. Hambrecht served as the Project Engineer responsible for the design of angled exit taxiways in order to decrease runway

occupancy times and improve safety for PBIA's main Runway 10L-28R. Plans included electrical design, phasing, safety, demolition, grading and drainage, permitting, and marking. Design efforts included a pavement design to accommodate 847,000-pound aircraft with shoulders and pavement designed for Group V.

South Taxilane Rehabilitation, Palm Beach International Airport – West Palm Beach, FL | Mr. Hambrecht served as the Project Engineer responsible for the design of a 1,600-foot Group III Taxilane. The existing taxilane was removed, strengthened and reconfigured. Edge lighting and guide signs were also provided.

9R-27L Runway Rehabilitation, Cecil Airport – Jacksonville, FL | Mr. Hambrecht served as the Project Engineer responsible for the design of the concrete and asphalt rehabilitation of the 8,000-foot runway, which included milling and resurfacing plans, detailed phasing plans, marking plans, concrete repair, and rehabilitation of all the connector taxiways. Also responsible for videotaping the drainage pipes and identified pipe repair areas under runway and FAA and tower coordination.

Hangar Development, Tallahassee International Airport – Tallahassee, FL | As the Lead Engineer for this project, Mr. Hambrecht was responsible for the civil design of a 25,000-square-foot hangar project at Tallahassee International Airport. Services included were parking design, sidewalks, utilities, landscaping, irrigation, apron access, drainage, site grading, permitting, fencing and gates.

Airfield Markings Improvements, Palm Beach International Airport – West Palm Beach, FL and North Palm Beach County General Aviation Airport – Palm Beach Gardens, FL | As a Project Engineer for this project, Mr. Hambrecht was responsible for the design of updated threshold markings, new enhanced centerline markings and runway hold position lines, and re-marked runway for non-precision approach.

14-32 Runway Extension, Jacksonville Executive at Craig Airport – Jacksonville, FL | Mr. Hambrecht served as the Project Engineer responsible for the preparation of preliminary plans for a 1,600-foot extension of Runway 32 and the parallel taxiway and prepared detailed cost estimates, engineer's reports, pavement design, drainage investigation, site permit requirements, NAVAID (MALSR, glideslope, threshold lights, and PAPI) relocation, and assisted with wetland mitigation.

General Consulting Contract/Multiple Projects, Tallahassee International Airport – Tallahassee, FL | Mr. Hambrecht served as the Project Manager and was responsible for the planning, cost estimating, FAA and FDOT coordination, production of plans, specifications, reports, and construction management and construction inspection for numerous airfield projects. These projects include the rehabilitation of the majority of the airport's taxiways, new taxiway construction (3), the addition of paved shoulders and edge light replacement to Runway 18-36, a General Aviation Central Apron (6 Acre of new pavement), Cargo Apron (20 Acre of new Pavement), Passenger Boarding Bridge rehabilitation (2 new, 6 rehab), and 8 miles of perimeter road. Had a significant involvement in terminal work and several airfield and parking studies.

Rental Car Facilities, Pensacola International Airport – Pensacola, FL | Mr. Hambrecht served as the Project Manager and Lead Engineer responsible for the civil design of a 21-acre site involving the site design for rental car fuel islands, maintenance and office buildings, and automated wash buildings. Design/oversight responsibilities included water, sewer, grading, drainage, pavement, roadway design, parking, site lighting, security, landscaping, cost estimating, schedules, subcontractors, and plan production.

PAPI Installation, Destin-Fort Walton Beach Airport – Valparaiso, FL | As the Construction Manager for this project, Mr. Hambrecht was responsible for the replacement of the VASI system with a 4 box Precision Approach Path Indicator system.

Apron Lighting and Vault Replacement, Destin-Fort Walton Beach Airport – Valparaiso, FL | Mr. Hambrecht served as the Project Manager responsible for the design and construction of 11 new high mast apron lights. Relocation of the voltage-controlled airfield system to a pre-cast enclosure with new home runs to lighting circuit.

Residential Sound Insulation Project, Tallahassee International Airport – Tallahassee, FL | Mr. Hambrecht served as the Construction Manager responsible for the sound insulation upgrades to homes under the 36 departure/18 approach. Project included windows, doors, air conditioning and duct work, and other miscellaneous improvements.

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Doug Hambrecht, PE | Project Manager

Taxiway "H", Bob Sikes Airport – Crestview, FL | Mr. Hambrecht served as the Project Manager responsible for the design and construction of a taxiway under a grant from Enterprise Florida. This taxiway serves C-130 aircraft for deliveries of technical parts to Manufacturing Technologies Inc., located adjacent to airport property.

Cargo Facility, Destin-Fort Walton Beach Airport – Valparaiso, FL | Mr. Hambrecht served as the Construction Manager responsible for a new 12,000-square-foot cargo building, asphalt parking, concrete tug road/ GSE area, and a 75,000-square-foot aircraft apron.

Rental Car Development Project, Destin-Fort Walton Beach Airport – Valparaiso, FL | Mr. Hambrecht served as the Lead Engineer and Project Manager responsible for the design and construction of a 40-acre development project. Project was designed for five rental car agencies and includes the design of separate facilities such as rental car offices, automated wash facilities, vehicle maintenance bays, and fuel distribution islands. Engineering design work consisted of site grading, storm drainage, SR 85 turn lanes, an entrance road, an aviation fuel farm of (130,000 gallons), rental car ready/return lots, rental car overflow lots for 800 vehicles, signage and pavement marking.

Airfield Perimeter Fence, Tallahassee International Airport – Tallahassee, FL | Mr. Hambrecht served as the Project Manager and Lead Engineer responsible for the design and construction of a new 10' high Wildlife Fence with "V" arm, triple strand barbed wire around the entire perimeter of the Airport. The total length of the project and length of new fence was 9.65 miles. A concrete footer was placed under the fence as a value engineered approved alternative to chain link fabric which prevented any digging by animals. Tight restrictions were placed in the specifications to not permit any gaps in the fence or between gates greater than 2" maximum width. All gates were upgraded to 10' aluminum.

Runway 9-27 and Associated Taxiways Electrical Improvements, Tallahassee International Airport – Tallahassee, FL | As the Project Manager, Mr. Hambrecht was responsible for the design and the construction of the replacement of all Runway lighting fixtures, replacement of airfield lighting cable, installation of runway guard lights for all runway-taxiway intersections and modifications of existing taxiway lead-on and lead-off centerline lights. Also included were electrical vault building constant current regulators, upgrade of the primary power distribution system from 240 volts to 480 volts, airfield lighting control system (ALCS) additions, installation of a new stand-by generator, and necessary modifications for a complete and functioning system including upgrades to the heating, ventilation, and air conditioning (HVAC) equipment.

GA Terminal, Destin-Fort Walton Beach Airport – Valparaiso, FL | Mr. Hambrecht served as the Project Manager/Lead Engineer responsible for the site work for a new General Aviation Terminal Building design to include parking lot design, apron improvements, utility relocation, demolition of existing buildings, drainage design, and permitting. He also served as overall Construction Manager during construction.

Taxilanes - Phase II, North Palm Beach County General Aviation Airport – Palm Beach Gardens, FL | Mr. Hambrecht served as the Project Manager responsible for the design of two ADG I Taxilanes, one ADG II Taxilane, and a concrete fueling apron for future T-Hangar construction.

T-Hangars, Brooksville-Tampa Bay Regional Airport – Brooksville, FL | Mr. Hambrecht served as the Project Manager/Engineer for the design of two T-Hangars consisting of a 14-unit and a 15-unit structure.

Airport Access Road, Sebastian Municipal Airport – Sebastian, FL | Mr. Hambrecht served as the Project Engineer responsible for the design of a western and eastern access road to the airport.

Airfield Perimeter Road, Palm Beach International Airport – West Palm Beach, FL | Mr. Hambrecht served as the Project Engineer responsible for the design of an airfield perimeter road.

City of Zephyrhills, FL | Mr. Hambrecht served as the Project Manager responsible for numerous projects including the Greenslope Drive Extension Project, the addition of City sidewalks for Greenslope, and the design of the Streetscape Project involving brick paver sidewalks, landscaping, parking lots and decorative lighting. Also, served as Construction Manager for all projects.

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Doug Hambrecht, PE | Project Manager

U.S. 90 – Leon County, FL | Mr. Hambrecht served as the Project Engineer responsible for the design of storm drainage systems for a 4-mile multilane roadway improvement project.

Terminal Development Project, Tyler Pounds Field – Tyler, TX | Mr. Hambrecht served as the Project Engineer responsible for the design portion of a new aircraft apron, access road, loop road, and parking lots. Project also involved perimeter fencing, tollbooths, and sanitary sewer lines.

Riverbanks Zoo – Columbia, SC | Mr. Hambrecht served as the Lead Engineer and Project Manager responsible for $900,000 design of new alignment and also managed construction. Project included two creek crossings, numerous permits (environmental, state, utility, local) and extensive rock blasting and excavation.

U.S. Route 78 – Charleston, SC | Mr. Hambrecht served as the Project Engineer responsible for developing traffic control plans/construction sequencing for the US Route 78/I-26 interchange improvements project and the Phase II project which included the extension of U.S. 78 to U.S. 52. The project involved the widening of U.S. 78 from 2 to 5 lanes and 2 major intersections involving ramps, bridges, and interstate widening.

Palmetto Parkway, Ladson Industrial Park – Charleston County, SC | Mr. Hambrecht served as the Design Engineer responsible for roadway drainage design for a 2-mile two-lane roadway on new location.

Greenville Western Corridor – Greenville, SC | Mr. Hambrecht served as the Project Engineer responsible for phasing plans for the widening/relocation of a major roadway in a downtown environment.

S.C. 161 Improvements – Rock Hill, SC | Mr. Hambrecht served as the Design Engineer responsible for the preliminary geometry, drainage, and superelevation design for a four-lane urban section with curb and gutter.

Lexington County, SC | Mr. Hambrecht served as the Project Manager responsible for a $3.8 million paving and resurfacing program. Duties included horizontal and vertical alignments, pavement design, road design, drainage design, public meetings, preparation of construction documents, coordination of right-of-way acquisition, construction administration and inspection. Over the course of three years, 22 dirt roads were designed for a paved surface.

Richland County, SC | Mr. Hambrecht served as the Project Manager responsible for a $6 million paving and resurfacing program. The program included numerous roadway and drainage improvement projects. The tasks involved all aspects of design from PD&E to final plans, traffic analysis, permitting, construction administration and inspection. Total project duration was four years.

Charleston County, SC | Mr. Hambrecht served as the Project Manager responsible for the design of 6 roadway projects involving the paving of dirt roads.

Town of Irmo, SC | Mr. Hambrecht served as the Project Manager responsible for numerous roadway and sidewalk improvement projects.

U.S. Silica Sand Inc. – Gaston, SC | Mr. Hambrecht served as the Project Manager responsible for a one-mile road relocation project involving roadway design and the evaluation of several tunnel options to service the mining operation.

Charleston County, SC | Mr. Hambrecht served as the Project Manager responsible for 16-intersection improvement projects throughout the County. The design tasks included traffic feasibility studies and schematic interchange layouts.

Berkeley County, SC | Mr. Hambrecht served as the Project Manager responsible for 10 road paving projects and County resurfacing projects.

United Parcel Service Bridge over SC Hwy 302, Columbia Metropolitan Airport – Columbia, SC | Field Construction Engineer responsible for the layout and construction of a steel girder bridge and retaining walls over SC Hwy 302. The existing vertical grade of S.C. Route 302 was lowered by 28 feet to accommodate the construction of a 110-foot-long, single-span bridge structure interfacing between the new air cargo apron and the new UPS sorting facility on the other side of the state road. The also project involved the construction of two 1,500' tapered retaining walls that were 28' high at the abutments.

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ELHAM FARZAM, PE

Principal-in-Charge, Pavement Design

Elham has over 36 years of hands-on experience in heavy-civil projects. He has had the honor to have worked on a number of challenging assignments in the surface and air transportation consulting field assisting federal, state and local authorities in the delivery of a wide variety of projects and programs involving planning, designing and construction.

EDUCATION:
MS, Civil Engineering (Structures), North Carolina State University (1984) | BS, Civil Engineering, North Carolina State University (1981)

EXPERIENCE:
Career: 1982 – Present
ICE: 2013 – Present

REGISTRATION:
Professional Engineer:
FL #37487
GA #020111
MI #6201044691
NC #013088
PA #082846
SC #10535
TN #18823
VA #0402032754
WV #016981

ORGANIZATIONS:
ASCE Member (since 1979)
Certified Safety Bridge Inspector by NHI / FHWA

EXPERIENCE

Henry E. Rohlsen Airport – St. Croix, USVI | Elham served as Project Director on this project that included the update of Airport Master Plan/ALP, update of Environmental Assessment Document and design and construction of 2,400-foot runway extension (to 10,001 feet) of Runway 9-27, and a new air traffic control tower, at an estimated total project cost of $17 million.

Memphis International Airport – Memphis, TN | Elham was the Project Director for this project that included design of the extensions to Taxiways "A" and "S" with the Memphis-Shelby County Airport Authority. The project consisted of approximately 112,000 cubic yards of unclassified excavation, 130,000 square yards of current treated base, 30,000 tons of bituminous surface/base course, and 77,000 square yards of 17-inch PCC pavement. The project was constructed in seven distinctive phases (including sub-phases in 5 of the 7 phases) in an effort to minimize the impact to aircraft operations. The project also included several FAA navigational aids (R/W 36R localizer, R/W 9 RVR, LLWAS, and R/W 18L MALSR) to be relocated.

Fort Wayne International Airport, Fort Wayne, Indiana

- *Loop Access Roadway Program*: Project Director for major landside development including short term and long term, rental and employee parking areas, loop access road, signage and graphics, landscaping, and utilities relocation.

- *Terminal Modernization Program*: Project Director for Construction phase for major terminal building renovation and expansion project including new bag claim wing, new ticketing wing, new concession core area, new upper concourse hold areas and gates, new regional hold area, concourse and gates, new signage and graphics including FIDS/BIDS. Project also included separate bid packages for loading bridges and furnishings.

Greenville-Spartanburg International Airport, Greer, South Carolina | Serving as the Project Director, Mr. Farzam was responsible for the design and construction of a $54 Million runway extension and strengthening project including a 3,400 foot runway extension involving over seven million cubic yards of earthwork, paving, lighting, a complicated NAVAIDs relocation program, and a 50,000+ square yard apron for two B747 aircrafts.

Columbia Metropolitan Airport, Columbia, South Carolina

- *UPS East Air Freight Facility* - Principal-In-Charge for the design and construction phases of the East Air Freight Facility as part of the new UPS Southeastern Hub facility. Project included construction of 180,000 sy of air carrier strength P.C.C. paved apron, aircraft deicing fluid collection, containment and disposal facilities, stormwater detention and sediment control facilities, relocation and widening of 3,200 ft. of a state road, a 50-foot wide bridge with a span of 106 ft. and 4,500 ft. of a 8 in. water main.

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Elham Faram, PE | Principal-in-Charge, Pavement Design

- *Strengthening Extension of Runway 5-23* - Construction Project Manager for strengthening extension of Runway 5-23. The project includes a 3,000-foot extension of R/W 5-23 with permanent 1,000-foot relocation of R/W 23 threshold and 2,000 feet of extension of R/W 5.

McGhee Tyson Airport, Knoxville, Tennessee | Client Project Manager associated with Design and Construction of the following projects:

- *Air Cargo Facilities* - Design and Construction Project Manager for $8.3 Million project consisting of 600,000 cubic yards of excavations, 48,000 square yards of 15" P.C.C. pavement, emergency access road and various improvements to fences and gates.

- *Runway 23L Safety Overrun (AIP-08)* - Design and Construction Project Manager for final design and construction of a 1,000-foot extension to serve as a safety overrun area at the end of Runway 23L. This $750,000 improvement consisted of approximately 200,000 cubic yards of earthwork, drainage improvement, construction of an emergency perimeter access road, and installation of new airport security fencing including a 28 foot automatic electric gate.

- *Replacement of Airport Guidance Signs (AIP-08)* - Design and Construction Project Manager for replacement of approximately 100 L-829 signs with L-858, single or double face signs, including mandatory and information signs and installation of a 20kw regulator.

- *Site Preparation for Runway 5R Extension (AIP-09)* - Design and Construction Project Manager for construction of a 3,000-foot extension to increase the length of R/W 5R-23L to 9,000 feet. This $10.6 million project included construction of embankment utilizing 4,300,000 cubic yards of earth and rockfill, drainage improvements, utility relocations, and TNANG entrance road relocation to accommodate the runway extension.

- *Paving and Airfield Lighting for Runway 5R-23L (AIP-10)* - Design and Construction Project Manager for pavement strengthening of the existing Runway 5R-23L and construction of new pavement and lighting system for Runway 5R extension. This $3.8 million project also included rehabilitation of the existing airfield lighting, pavement grooving, and installation of shoulder underdrain.

- *Construction of Sedimentation Basin/Dam (AIP-12)* - Design and Construction Project Manager for construction of a sediment basin with sediment storage volume of 7 acre-feet, including a 1,500-foot long, 32-foot high earthfill dam and riser structure. The construction also includes excavation of 300,000 cubic yards of earth and rock.

- *Taxiway "B" (North Reconstruction)* - Principal-in-Charge for reconstruction of approximately 1,600 feet of rigid pavement section for Taxiway "B" (North), and the addition of rigid pavement fillets and lead in taper sections for Taxiway "G-6" and "G-7".

Myrtle Beach International Airport/Air Force Base, Myrtle Beach, South Carolina

- *Strengthening of Runway 17-35* – Elham served as the Design and Construction Project Manager for this project that included nighttime asphaltic overlay of center 7,500-foot of runway, reconstruction of two 1,000-foot concrete touch down areas and rehabilitation of airfield lighting system.

Shaw Air Force Base, Sumter, South Carolina

- *Replacement of Runway 4L-22R* - As the Design and Construction Project Manager, Elham oversaw the replacement of an existing runway with a new 10,000-foot concrete runway, including earthwork, major drainage improvement, new airfield lighting system and NAVAIDS, and aircraft arresting systems (BAK-12/14).

McEntire ANG Base, Eastover, South Carolina

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Elham Faram, PE | Principal-in-Charge, Pavement Design

Elham served as the Project Director for evaluation and repair/rehabilitation of a base-wide airfield pavement project in excess of $5 million. The work involved development of pavement evaluation program, NDI/PCI work, as well as preparation of construction documents for a $3 million worth of pavement repair and strengthening project.

DeKalb Peachtree Airport - Atlanta, GA | Elham was the Project Manager and directed the Firm's involvement with the design and construction of the "Airfield Pavement Improvements" Project at this busy General Aviation Airport consisting of the following work elements:

- Rehabilitation of Runway 2L-20R;
- Rehabilitation of Runway 2R-20L;
- Construction of an unpaved runway safety area for Runway 20R;
- Construction of asphaltic holding area/pad for Runway 20R;
- Construction of concrete holding area/pad for Runway 20L; and
- Rehabilitation and reconstruction of Clairmont taxilane/ramp and west ramp.

Knoxville Downtown Island Airport - Knoxville, TN | Elham was the Project Manager/Principal-in-Charge of the following projects:

- *Rehabilitation of Runway 8/26 (AIP-03*) – Rehabilitation of Runway 8/26 including asphaltic overlay of 40,000 square yards, single surface treatment for control of reflective cracking.
- *Rehabilitation of Parallel Taxiway (AIP-04)* –Rehabilitation of the 3,800-foot parallel taxiway, medium intensity taxiway lighting system, and the medium intensity lighting system for Runway 8-26.

Lancaster County Airport, South Carolina

- *3,800-Foot Extension of Parallel Taxiway* - Principal-in-Charge. The project includes 200,000 cubic yards of embankment, crushed aggregate base course, P-401 bituminous surface course, miscellaneous drainage structures and drainage pipe, and new medium intensity taxiway lighting system.

Stanly County Airport, North Carolina

- *Extension and Strengthening of Runway 4-22* – Elham served as Design Project Manager for an 800-foot runway extension and safety area widening, as well as taxiway turnarounds at both runway ends, and a new aircraft apron for North Carolina Air National Guard C-130 aircrafts.

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MICHAEL HIXSON, PE

Quality Control

Mr. Hixson has many years in airport related projects as designer, engineer, project manager, and business developer. He provides site investigations, preliminary and final design for airport improvement projects, and applications for federal assistance. He has been involved at every level, from conception to completion, on many projects at airports in multiple states. He also provides on-site observation of construction to determine if the work done is in accordance with plans and specifications.

EDUCATION:
BS, Civil Engineering (Transportation), Louisiana Tech University (1989)

EXPERIENCE:
Career: 1989 – Present
ICE: 2018 – Present

REGISTRATION:
Professional Engineer:
LA #PE.0029113
SC #16562

PROFESSIONAL AFFILIATIONS:
Louisiana Engineering Society | National Society of Professional Engineers

ORGANIZATIONS:
Louisiana Airport Managers & Associates

EXPERIENCE:

Aviation Engineering/Architecture Services for Airport Development Projects, Livingston Executive Airport – Livingston Parish, LA | Mr. Hixson serves as the Project Manager for this project which includes providing program development services for the justification, design, and construction of a new airport in Livingston Parish, Louisiana known as the proposed Livingston Executive Airport. His responsibilities include the comprehensive management of the project, client coordination, QA/QC of plans and specs, and the overall visioning for the airport development. This project includes a Justification Study for the proposed airport to enter the FAA's National Plan of Integrated Airport Systems (NPIAS), a feasibility study and preliminary engineering report for the proposed airport site airport master plan update; website development, community engagement and stakeholder engagement meetings; environmental analysis and permitting; architectural project visioning and conceptual design (including 3D renderings and fly throughs of the recommended airport concept); architectural preliminary building facilities design; engineering airport development and design; and Benefit-Cost Analysis (BCA). It is anticipated that the airport will be constructed and open within the next five years.

Airfield Pavement Rehabilitation, False River Regional Airport – New Roads, LA | This Airfield Pavement Rehabilitation project consists of full-depth reconstruction, milling, and overlay on Runway 18-36 and connector taxiways; Runway 18-36 full-depth repairs; parallel taxiway sealcoat; and pavement markings. Mr. Hixson is currently serving as the Project Manager, and his responsibilities include overseeing construction engineering services, responding to RFIs, unforeseen conditions remediation, and supplemental funding requests. While with a previous employer, Mr. Hixson also served as Senior Project Manager for this project and was responsible for overseeing the design services.

Master Services Agreement (2018-2021), False River Regional Airport – New Roads, LA | Mr. Hixson is currently serving as the Project Manager responsible for client management, securing funding from LaDOTD and FAA, oversight of design and bidding, and construction administration support. Projects completed to date include Automated Weather Observing System (AWOS), Pavement Defects Investigation, Sealcoat/Rejuvenator, Drainage Rehabilitation, Pavement Rehabilitation, Apron Overlay, Detailed Airport Layout Plan/Mini Master Plan, Airfield Pavement Rehabilitation (Design), and Localizer Equipment Shelter and DME. Current project includes Airfield Pavement Rehabilitation (Construction) and Drainage Rehabilitation and Hangar Development Phase I.

Master Services Agreement (2018-2023), DeQuincy Industrial Airpark – DeQuincy, LA | Mr. Hixson currently serves as the Project Manager and is responsible for client management, securing of funding from LaDOTD and FAA, oversight of bidding, and construction administration support. Projects completed to date include Parallel Taxiway Extension, Automated Weather Observing System (AWOS), Fuel Farm, Aircraft Hangar, Access Road and Gate Improvements, Lighting Rehabilitation, Runway and Mid-Apron Crack Seal and Sealcoat, Perimeter Fencing (Design), Upgraded PAPIs to LED and Taxiway Centerline and Edge Reflectors. Current projects include Perimeter Fencing – Phases II and III (Construction).

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Michael Hixson, PE | Quality Control

Master Services Agreement, Allen Parish Airport – Oakdale, LA | Mr. Hixson has served as Project Manager on various projects at the Allen Parish Airport since 2013. As the Project Manager, his duties and responsibilities include client management, securing of funding from LaDOTD and FAA, oversight of bidding, and construction administration support. The projects that Mr. Hixson has completed to date include Runway 18 N. Drainage Rehabilitation, Airfield Pavement Sealcoat and Remarking, and Obstruction Removal – Environmental Services. Current project includes Obstruction Removal Design and Construction.

Runway 36 RPZ Obstruction Removal, Allen Parish Airport – Oakdale, LA | Mr. Hixson is serving as the Project Manager overseeing all phases of this contract. This project consists of the removal of existing forested areas along the Allen Parish Airport in order to accommodate required sight planes and minimize long-term maintenance. A project study was previously identified, and a wetland delineation conducted to identify any wetland and other waters of the US (WOUS). The project scope consists of the removal of trees and brush areas considered obstruction to Runway 36 end.

Runway 14-32 Extension Engineering and Environmental Services, Alexandria International Airport – Alexandria, LA | Mr. Hixson served as Project Manager providing assistance for the Runway 14-32 extension project. He was responsible for preliminary design, schematic design, overall project coordination between consultants for Runway, and Taxiway design. The scope of work as part of this contract included project scoping, scheduling, and data collection; perform initial site visits; and assist with land acquisition. Other services included performing an environmental assessment, including permitting and mitigation; provide NAVAIDs coordination and approach obstruction evaluation; develop a special hydrological analysis and stormwater pollution prevention plan; and prepare a preliminary engineering report.

Runway 18/36 and 13/31 Intersection Rehabilitation, Hammond Northshore Regional Airport – Hammond, LA | Mr. Hixson served as the Project Manager and his responsibilities included client management, funding procurement, production staff oversight for Pavement Evaluations, Airfield Design, and Grant Administration, as well as sub management, and financial management. This project consisted of providing preliminary design, final design, bidding, construction administration, and resident project representative services for reconstructing the PCC pavement within and on all sides of the Runway 18-36/13-31 intersection. The existing PCC pavement on Runway 13-31 between the bituminous sections (approximately 1,550') was removed and reconstructed. The pavement width was reduced from 150' to only 100' to match the rest of the runway which had already been reconstructed in previous projects. Reduction of the pavement width included removal of 25' of concrete shoulders on both sides of Runway 13-31. This reconstruction encompassed all of the remaining PCC pavement on Runway 13-31.

Multi-Year Contract, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | Mr. Hixson served as the Project Manager for this project and his responsibilities included developing and implementing an aggressive airport expansion program necessary to accommodate larger aircraft used by tenants of nearby Port Fourchon. The short-term goal was to extend, widen, and strengthen the existing runway; construct a full parallel taxiway; and install airfield lighting, signage, and NAVAIDs. Projects completed to date include extending and widening the existing 3,800-foot-by-75-foot runway to 6,500-foot-by-100-foot, AWOS installation, airfield lighting and signage, construction of a new stub-taxiway, runway strengthening, safety area improvements, instrument landing system and perimeter fencing, taxiway connector, and parallel taxiway.

Taxiway "A" North Paving Project, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | Mr. Hixson, Project Manager, was responsible for client management, funding procurement, production staff oversight for Pavement Evaluations, Airfield Pavement Design, Airfield Design, and Grant Administration, as well as sub management, and financial management. The consultant provided design, environmental, grant, bidding, and construction administration services for the Taxiway "A" North paving project. The project was bid with two scenarios: Bid Scenario A (awarded) included an asphalt pavement section; and bid scenario B, a Portland Cement Concrete (PCC) pavement section. For each scenario, the base bid and alternate bid were included. The base bid provided a partial parallel taxiway, and the alternate bid provided a full length parallel taxiway. The Base Bid Scenario A included construction of approximately 2,900 linear feet of a new asphalt

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parallel taxiway from the approach end of Runway 18 to the existing apron connector taxiway and 1,200 linear feet of new connector taxiways. The taxiway and connectors were designed and built to accommodate service for Aircraft Approach Category C-II.

Runway 13/31 Overlay and Taxiway B Reconstruction, Baton Rouge Metropolitan Airport – Baton Rouge, LA | As Project Manager, Mr. Hixson's responsibilities included coordination between the consultant and all predesign and design subconsultants, design oversight, plan review, cost estimating and construction site visits during the Construction Administration phase of the project. During the design phase, he was responsible for development of construction phasing, which was necessary due to project impacting all three runways and majority of taxiways.

Pavement Defects Investigation, False River Regional Airport – New Roads, LA | Mr. Hixson served as Project Manager and was responsible for overseeing all aspects of the project. The consultant was retained to evaluate a runway pavement issue. The issue appeared to be a base failure and the consultant coordinated a subsurface exploration to determine the cause and limits of failure.

Pavement Condition Index (PCI) Study – LA | As Project Manager, Mr. Hixson was responsible for client management, provided coordination and support for the PCI team, and provided close out report briefing to the owner. The consultant evaluated and inspected airport runways, taxiways, and aprons through visual inspection in accordance with the American Society for Testing and Materials (ASTM) manual D5340-98, to determine the pavement condition index (PCI) number for the state's 48 National Plan of Integrated Airports System (NPIAS) airports. The consultant investigated existing conditions and prepared a detailed report that included the PCI number of each airport, an overall PCI value of the airports surveyed, and a summary of the surfaces inspected at each airport.

Airfield Pavement Crack Sealing and Remarking, False River Regional Airport – New Roads, LA | Mr. Hixson, Project Manager, was responsible for client management, and oversight of design, bidding, and construction administration. The consultant provided engineering services for airfield pavement crack sealing and replacement of pavement markings. Services included grant administration, design, bidding-phase support, and construction administration.

Runway 18-36 Pavement Sealcoat and Remarking, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | As Project Manager, Mr. Hixson was responsible for client management, grant administration, and oversight of design, bidding, and construction administration. The consultant provided engineering services for the Runway 18-36 pavement sealcoat and remarking. Services included design, bidding-phase support, and construction administration. The project consisted of application of coal-tar rejuvenator/sealer to, and remarking of, Runway 18-36, heliport taxiway asphalt pavement, and apron and Taxiways A, A1, and A2.

Drainage Rehabilitation, False River Regional Airport – New Roads, LA | Mr. Hixson served as Project Manager and was responsible for grant management, QA review, bidding phase support, and construction site visits for an isolated pavement repair on a general aviation runway. The consultant provided all required professional services to design, bid/solicit proposals, and administer construction for drainage rehabilitation between Runway 18/36 and the parallel taxiway. The project was necessary to improve safety and provide a long-term solution to drainage and erosion issues around the infield inlets.

Overlay Runway 13/31 and Taxiway "B" Reconstruction, Baton Rouge Metropolitan Airport – Baton Rouge, LA | Mr. Hixson, Project Manager, was responsible for coordination between the consultant and all predesign and design subconsultants, design oversight, plan reviews, cost estimating and construction site visits during the Construction Administration phase of the project. During the design phase, he was responsible for development of construction phasing, which was necessary due to project impacting all three runways and majority of taxiways. Michael Baker provided This project consisted of civil, electrical, and navigation aid (NAVAID) design and construction support for overlay of primary Runway 13/31 and reconstruction of parallel Taxiway "B". The project also included complete airfield lighting rehabilitation for these areas and associated connector taxiways and necessary drainage improvements within the project area.

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Perimeter Fence and Gate Improvements, David G. Joyce Airport – Winnfield, LA | As Project Manager, Mr. Hixson was responsible for design oversight, plan review and client management. The consultant provided design, biding phase services, and construction administration for perimeter fence and gate improvements. The project generally consisted of removing the existing fence, clearing the property boundary, and installing approximately 13,415 linear feet of chain-link perimeter fence and gates to serve as a security fence. Items of work included removing existing barb-wire fencing, clearing and grubbing the property boundary, constructing new chain-link fencing and gates, installing erosion control measures, and seeding areas of disturbed soil.

Runway Pavement Repairs, False River Regional Airport – New Roads, LA | Mr. Hixson, Project Manager, was responsible for funding coordination between LaDOTD and FAA, client management, and oversight of design, bidding, and construction administration. The consultant provided engineering and design services for removal and reconstruction of approximately 1,000 square yards of failing asphalt pavement. Services included grant administration, design, bidding, construction administration, and resident project representative.

Terminal Area Improvements, Monroe Regional Airport – Monroe, LA | As Client Services Manager, Mr. Hixson was responsible for client management, grant administration, design phase services, and oversight of bidding and construction administration. The consultant provided inventory, programming, program management, project design, and construction administration for a new commercial terminal area and related facilities. The new commercial terminal, loop road expansion, public and rental car parking, and rental car service areas were constructed in four major phases over a period of roughly three and a half years, allowing for continued operations of existing facilities. The terminal design reflects the local character as a gateway to the City of Monroe and the character of the region. Use of stone on the interior and exterior, and natural cypress wood in key interior spaces, provides a warm and inviting introduction to the community that is reflective of the natural beauty of the area.

Apron Expansion for New Terminal, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | Mr. Hixson, Project Manager, was responsible for client management; grant administration; and oversight of design, bidding, and construction administration. This project consisted of approximately 18,485 square yards of new asphalt apron pavement, 1,900 square yards of new asphalt apron and taxilane pavement and approximately 111 square yards of new 10-inch thick concrete pavement for an aircraft fueling pad, and approximately 1,200 square yards of new asphalt pavement for a taxilane extension. The project included unclassified excavation, offsite borrow material, demolition of existing bituminous pavement and incidental site features, construction of pavement, aggregate base and grassed shoulders, storm drainage pipe, installation of erosion control measures and installation of pavement marking and surface mounted reflectors for the new apron pavement. Other work included demolition of 48 aircraft tiedowns and installation of 42 new aircraft tiedowns. The consultant provided design, bidding, construction administration, and resident project representative services for this project.

Runway Sealcoat and Marking, David G. Joyce Airport – Winnfield, LA | As Project Manager, Mr. Hixson was responsible for oversight of design and provided bidding and construction administration support. The consultant provided design, bidding, construction administration, resident project representative services for cleaning and sealing of approximately 15,000 linear feet of asphalt cracks; application of approximately 36,715 square yards of rejuvenator/sealer to airfield pavement; and replacement of approximately 29,335 square feet of airfield markings.

Airport Layout Plan Update, David G. Joyce Airport – Winnfield, LA | Mr. Hixson, Client Services Manager, was responsible for client management. The consultant led the effort for the Airport Layout Plan (ALP) update that was completed in the fall of 2015. By conducting a detailed evaluation existing and forecast aviation activity at the airport, the study identified a preferred alternative that illustrated several projects that were prioritized for implementation during the duration of the 20-year planning period.

Airport Lighting Rehabilitation, Alexandria International Airport – Alexandria, LA | As Client Services Manager, Mr. Hixson was responsible for client management; and oversight of design, bidding and construction administration.

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Runway 18N Drainage, Allen Parish Airport – Oakdale, LA | Mr. Hixson served as Project Manager and was responsible for client management; quality review of design; and oversight of bidding and construction administration.

South Air Carrier Apron Repair, Baton Rouge Metropolitan Airport – Baton Rouge, LA | Mr. Hixson, Operations Manager, was responsible for client management, quality review of the design phase services, and oversight of the bidding and construction administration.

Vault Electrical Design and Construction Services, Alexandria International Airport – Alexandria, LA | As Operations Manager, Mr. Hixson was responsible for client management and oversight of the design, bidding, and construction administration services.

Independent Fee Estimate for Rehabilitation of Taxiway "A", Alexandria International Airport – Alexandria, LA | Mr. Hixson served as Project Manager and was responsible for completing an Independent Fee Analysis for the Rehabilitation of Taxiway "A" for the Alexandria International Airport.

Obstruction Removal, False River Regional Airport – New Roads, LA | Mr. Hixson, Project Manager, was responsible for client management and oversight of project.

EMAS Review, Lafayette Regional Airport – Lafayette, LA | Mr. Hixson served as Project Manager and was responsible for Quality Review of EMAS Plans and Specifications that were prepared by another design firm. Provided the owner with a summary of what items needed to be addressed per the scope of services.

Runway 11-29 Rehabilitation, Lafayette Regional Airport – Lafayette, LA | As Operations Manager, Mr. Hixson was responsible for client management and quality review of the design phase services.

I-49 Support Services (Phase I), Lafayette Regional Airport – Lafayette, LA | Mr. Hixson served as the Project Manager and was responsible for design support services per the owner's request regarding airport operations pertaining to the development of I-49 highway surrounding the airport. His role included meeting and coordinating with FAA, state, and other stakeholders; conducting report/plan reviews; and preparing studies, reports, and design plans.

Runway Rehabilitation, Hammond Northshore Regional Airport – Hammond, LA | Mr. Hixson served as Operations Manager and was responsible for client management; funding assistance coordination with LaDOTD and FAA; oversight of design; and coordination with subconsultants.

Terminal Apron Expansion, Greater Lafourche Port Commission – LA | Project Manager Responsible for construction administration oversight and client management.

Airport Rescue and Firefighting (ARFF) Station Expansion Engineering Services, Lake Charles Regional Airport – Lake Charles, LA | Mr. Hixson served as Client Services Manager. The consultant is providing architecture, civil, structural, mechanical, and electrical engineering services for the design of the Lake Charles Regional Airport Rescue Fire and Fighting (ARFF) station expansion project. The project includes the addition of approximately 2,500 to 3,000 square feet to the ARFF building. Services will be divided into two basic parts: schematic design and construction documents.

Rehabilitation of Runway 13-31 and Reconstruction of Parallel Taxiway B, Baton Rouge Metropolitan Airport – Baton Rouge, LA | Mr. Hixson served as Project Manager and Design Engineer and was responsible for the rehabilitation of Runway 13-31 and reconstruction of parallel Taxiway B. Project included partial depth milling and overlay on Runway 13-31 and reconstruction of existing PCC taxiway pavement and new runway and taxiway edge lighting and guidance signs.

Expansion of Air Carrier Aircraft Parking Apron, Baton Rouge Metropolitan Airport – Baton Rouge, LA | As Project Manager and Design Engineer, Mr. Hixson was responsible for the expansion of the air carrier aircraft parking apron. Project included new PCC pavement, edge lighting, and guidance signs.

Reconstruction of Primary Runway 4L-22R, Baton Rouge Metropolitan Airport – Baton Rouge, LA | As Project Manager and Design Engineer, Mr. Hixson was responsible for the reconstruction of primary Runway

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4L-22R. Project included full depth reconstruction of existing PCC runway pavement, new runway edge lighting, centerline and Touch Down Zone lighting. The preliminary phase of this project included a study of existing and proposed aircraft activity to determine design aircraft, as well as cost-benefit analysis of various rehabilitation and reconstruction alternatives. Following completion of the runway reconstruction, the Owner issued supplemental agreements for design services in connection with a 600-foot runway extension, including parallel taxiway, as well as Threshold Siting Studies for each end of the two air-carrier runways.

Airport Master Plan Update, Monroe Regional Airport – Monroe, LA | As Project Team Engineer was responsible for update of Airport Master Plan.

New Passenger Terminal, Monroe Regional Airport – Monroe, LA | As Project Team Engineer, was responsible for new Passenger Terminal. Responsibilities included airside civil design and overall project coordination.

Airfield Lighting Rehabilitation, Monroe Regional Airport – Monroe, LA | As Project Team Engineer, was responsible for Airfield Lighting Rehabilitation Project.

Runway Extension, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | As Project Manager and Design Engineer was responsible for 2,700-foot runway extension, full parallel taxiway, airfield NAVAIDS and new electrical vault.

Runway Extension, Huntsville International Airport – Huntsville, AL | As Design Engineer was responsible for 4,600-foot extension of Runway 36.

Runway Extension, Columbia Metropolitan Airport – Columbia, SC | As Project Team Engineer, was responsible for 4,300-foot extension of Runway 11 and roadway tunnel under extension.

Airport State Road Relocation, Piedmont Triad International Airport – Greensboro, NC | Mr. Hixson served as Project Manager and Design Engineer and was responsible for relocation of on-airport state road. Project included new 6-lane signalized intersection with existing 4-lane state highway, revised entrance to existing office park, and relocation of major utilities.

Runway Rehabilitation, Piedmont Triad International Airport – Greensboro, NC | As Project Manager and Design Engineer was responsible for rehabilitation of 10,000-foot runway and new high-speed exit taxiway.

FedEx Hub, Parallel Runway and Taxiway, Piedmont Triad International Airport – Greensboro, NC | As Project Team Engineer, Mr. Hixson was responsible for supplemental design and planning for new FedEx hub, new parallel runway and dual cross field taxiways, and various roadway improvements.

Master Plan Update, Rockingham County NC Shiloh Airport – Rockingham County, NC | Project Manager and Design Engineer responsible for update of Airport Master Plan.

Apron Rehabilitation, Kinston Regional Jetport – Kinston, NC | Project Engineer responsible for ARFF apron rehabilitation.

Site Preparation, Piedmont Triad International Airport – Greensboro, NC | Project Manager and Design Engineer responsible for site preparation for future air cargo expansion project.

Apron Expansion and Taxiway Construction, Piedmont Triad International Airport – Greensboro, NC | Project Team Engineer responsible for design of apron expansion and taxiway construction.

Parking Lot Design, Piedmont Triad International Airport – Greensboro, NC | Project Engineer. Responsible for design of employee parking lots.

Apron Design, Piedmont Triad International Airport – Greensboro, NC | Project Team Engineer responsible for design of air cargo apron.

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Runway 5-23 and Parallel Taxiway, Davidson County Airport – Lexington, NC | Project Engineer responsible for design of a new Runway 5-23 and parallel taxiway, airport entrance road, apron, and T-Hangars.

Parking Lot Design, Mt. Airy/Surry County Airport – Mount Airy, NC | Project Engineer responsible for design of automobile parking lot.

Runway Rehabilitation Design, Martin County Airport – Williamston, NC | Project Engineer responsible for design of runway rehabilitation project.

Runway Extension Design, Stanly County Airport – New London, NC | Project Team Engineer responsible for design and site grading for runway extension and strengthening.

Runway, Taxiway, and Apron Reconstruction, Laurens County Airport – Laurens, SC | Project Team Engineer responsible for design and site grading for the reconstruction of a runway, taxiway, and apron; and for extension of a safety overrun.

Runway Rehabilitation, Lancaster County Airport – Lancaster, SC | Project Team Engineer responsible for design and site grading for runway rehabilitation.

Runway Extension and Partial Parallel Taxiway Construction, Laurens County Airport – Laurens, SC | Project Team Engineer responsible for design and site grading of a 400,000 C.Y. embankment for a runway extension and partial parallel taxiway construction.

Parking Lot Design, Columbia Metropolitan Airport – Columbia, SC | Project Team Engineer responsible for design and site grading for multiple automobile parking lot projects.

Taxiway Rehabilitation, Darlington County Airport – Darlington, SC | Project Team Engineer responsible for design and site grading for the reconstruction/rehabilitation of a taxiway.

Runway Rehabilitation, Knoxville Downtown Island Airport – Knoxville, TN | Project Team Engineer responsible for design and site grading for runway rehabilitation.

Runway Inspection, Columbia Metropolitan Airport – Columbia, SC | Construction Inspector responsible for inspection of runway extension and strengthening, taxiway construction, and runway grooving.

Parallel Taxiway and Cross-Field Taxiway, Memphis International Airport – Memphis, TN | Project Team Engineer responsible for horizontal geometry design, joint layout, site grading, and project coordination of a partial parallel taxiway and cross field taxiway.

Design and Site Grading, Myrtle Beach International Airport – Myrtle Beach, SC | Project Team Engineer responsible for design and site grading for two high speed exit taxiways.

Runway 3-21 Rehabilitation, Greenville-Spartanburg International Airport – Greenville, SC | Project Team Engineer responsible for design and site grading, project coordination between three design teams, cost estimates, and presentation quality of final plans for strengthening of Runway 3-21.

Access Road Design, Greenville-Spartanburg International Airport – Greenville, SC | Project Engineer responsible for design of new access road, horizontal and vertical geometry, grading, drainage, and plan production.

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HAMED JAFARIAN, PE

Airside Design

EDUCATION:
MS, Civil Engineering, University of South Florida (Pending)
BS, Civil Engineering, Azad University (2002)

EXPERIENCE:
Career: 2004 – Present
ICE: 2016 – Present

REGISTRATION:
Professional Engineer:
FL #76516
GA #PE039012

CERTIFICATES & TRAINING:
- ICPR
- Streamline Technologies
- Stormwater Retention
- Stormwater Quality and Erosion Control Overview
- ACF 2012
- Civil3D Core Concept
- Autodesk

Mr. Jafarian has more than a decade of experience in the design, project management, and plans preparation for aviation-related projects at numerous airports in Florida and the southeast. He has worked on numerous projects involving the design of runways, taxiways, aprons, airport lighting systems, and other airport infrastructure. He specializes in geometric design of airport runways, taxiways, aprons, airport lighting systems, drainage systems, and other airport infrastructures based on Federal Aviation Administration (FAA) Advisory Circulars and roadway facilities in accordance with FDOT criteria and regulations. Some other areas of expertise are preparation of stormwater pollution prevention plans, pre- and post-development maps, and flood plain compensation calculations.

Mr. Jafarian's airport services extend to FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA), airside and landside civil design, engineer's report and other associated services. He has designed flexible and rigid pavements for airports using the FAA programs and has prepared quantities and engineer's estimates for many projects. He has performed a broad range of highway design tasks including horizontal and vertical geometry, pavement design, signing and marking plans, traffic signal installation, utility adjustments, ITS design, MOT plans, quality control, estimates, quantities, and engineer's reports.

EXPERIENCE:

Crack Repair, Seal, and Restripe Runway 18/36, Ocala International Airport – Ocala, FL | Mr. Jafarian served as the Project Manager responsible for designing the crack repair, sealing, and restriping of Runway 18/36. He designed the work in accordance with the requirements of the Federal Aviation Administration (FAA) and the Florida Department of Transportation. A seal coat will be required to limit the iron oxide from the aggregate and rust surface water flow affecting the white edge markings. It will also serve to rejuvenate and slow the raveling of existing pavement and provide a black surface for pilot visibility. A crack seal program will be employed prior to sealing. Mr. Jafarian is responsible for bidding services and will oversee the construction of the crack repair, sealing, and restriping of Runway 18/36. He prepared the contract documents for bidding including front end general provisions, general requirements, and technical specifications for the project. Mr. Jafarian also prepared the FAA grant application for construction, prepared the Construction Safety and Phasing Plan (CSPP), and prepared the details and marking plans for restriping Runway 18/36.

Ocala Gaslight – City of Ocala, FL | Mr. Jafarian was responsible for preparing conceptual drawings for the court house parking lot. Completion date was 2014 with a construction cost of $64k.

West Apron Expansion, Destin-Fort Walton Beach Airport – Okaloosa County, FL | This project created additional ground loading apron spaces or overflow rest overnight (RON) space for aircraft to base overnight for early flights when all the existing spaces with jet bridges are full or otherwise under exclusive lease by another airline. ICE worked with Airport staff and the FAA to finalize apron dimensions and develop detailed site development plans including airfield pavement structural design, geometrics, markings, lighting requirements, and other aircraft support infrastructure required (tie-downs, ground points, electrical or other infrastructure for ground power units, etc.). Mr. Jafarian, serving as Lead Design Engineer, was responsible for the design of the expansion of the aircraft parking aprons west of the existing apron to add parking positions, with five spaces provided for the airbus A-321 aircraft. The apron consisted of a combination of asphalt adjacent to the taxiway

and concrete at the parking positions. The scope included field surveys, geotechnical investigation, geometric layouts, pavement design, stormwater management design and permitting, high mast light standards and electrical modifications, relocation of a pump station, blast fence design and relocating security fence, signage, pavement markings, bidding, and construction services.

Taxiway "N" Reconstruction, Daytona Beach International Airport – Dayton Beach, FL | This project consisted of the total reconstruction of the existing 2.5-mile-long Taxiway "N" (and Taxiway "A") with reconfigured edge of pavement geometry, paved shoulders widened from 25' to 30' in width, installation of a new storm water drainage system, and the installation of new LED taxiway edge lights. ICE served as a subconsultant and performed the taxiway horizontal geometric design and layout and developing the overall construction safety and phasing plans for the project. Mr. Jafarian served as a Project Engineer and was responsible for the design of the project phasing and preparing construction safety plans including the OE/AAA permit.

Apron Expansion, Punta Gorda Airport – Punta Gorda, FL | Mr. Jafarian served as a Project Engineer for the design of the expansion of the aircraft parking aprons at the Punta Gorda Airport which experienced rapid growth with Allegiant Air. The project scope included professional engineering services to expand the aircraft parking aprons north of the existing apron to add parking positions, with three spaces provided for the airbus A-320 aircraft. The apron consisted of a combination of asphalt adjacent to the taxiway and concrete at the parking positions. Drainage was accommodated using trench drains tied to an underground drainage system. These positions were remote from the terminal, requiring a covered walkway to all three positions. The services included: field surveys, geotechnical investigation, geometric layouts, pavement design, storm water management design and permitting, high mast light standards and electrical modifications, relocation of a pump station, blast fence design and relocate security fence, signage, pavement markings, bidding, and construction services.

Aviation Engineering/Architecture Services for Airport Development Projects, Livingston Executive Airport – Livingston Parish, LA | Mr. Jafarian serves as the Civil Engineer for this project which includes providing program development services for the justification, design, and construction of a new airport in Livingston Parish, Louisiana known as the proposed Livingston Executive Airport. His responsibilities include grading of all aspects of the airport using AutoCAD Civil 3D including the entrance road, apron, taxiway, and runway. This project includes a Justification Study for the proposed airport to enter the FAA's National Plan of Integrated Airport Systems (NPIAS), a feasibility study and preliminary engineering report for the proposed airport site airport master plan update; website development, community engagement and stakeholder engagement meetings; environmental analysis and permitting; architectural project visioning and conceptual design (including 3D renderings and fly throughs of the recommended airport concept); architectural preliminary building facilities design; engineering airport development and design; and Benefit-Cost Analysis (BCA). It is anticipated that the airport will be constructed and open within the next five years.

Hangar D, Sebastian Municipal Airport (X26) – Sebastian, FL | Mr. Jafarian is serving as a Project Manager for this design-build project that includes a total building footprint of 11,310 square feet, which can accommodate three King Air 200 or three Pilatus aircraft segregated with an interior wall or fenced partitions. The three storage hangars are 65 feet by 58 feet with 60-foot wide bi-fold hangar doors. The project also includes a 3,000-square-foot office space compatible for future FBO or Airport Business Tenant; 2,000 square feet of office space for local businesses; and two parking lots. The project includes site pavements for apron, taxilanes, and parking, as well as stormwater management. ICE designed the site improvements necessary for the development and the permits. The building will be contractor selected, pre-engineered, and based on detailed specifications prepared by ICE with input from the Airport Director. The design includes taxilane modifications, parking, lighting, utilities, sidewalks, landscaping, irrigation, and drainage. A plan set will be developed for the building to illustrate exterior elevations, floor plans for office space, work areas, windows, doorways, and restrooms. Basic electrical requirements, a code review, and sprinkler system needs will also be detailed. Mr. Jafarian is responsible for the professional services associated with design, permitting, bidding, and construction administration.

Airport Pavement Strength Analysis and Report, Baton Rouge Metropolitan Airport – Baton Rouge, LA | As an Engineer, Mr. Jafarian was responsible for preparing PCN study report per FAA criteria for three runways and all taxiways and aprons within the airport. ICE prepared an Airport Pavement Strength (PCN) Report and

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analysis for the City of Baton Rouge/Parish of East Baton Rouge on behalf of the Baton Rouge Metropolitan Airport. The scope of service included preliminary investigation and inventory, pavement inspection, data analysis and quality control, geotechnical engineering, and preparation of the final report.

Wando Welch Terminal Traffic Flow Improvements, Phase I – Charleston County, SC | Mr. Jafarian is serving as an Engineer and responsible for geometry design and grading the chassis yard and related site. This project consists of providing engineering services to increase traffic throughout the terminal and to help improve traffic safety. The design includes installation of an additional truck lane from the outbound processing Building 441 to the outbound security gate on Long Point Road, expansion of the outbound security gate, extension of the inbound truck queue lanes at Building 401, installation of a new parking lot at Building 442, parking lot modifications, a new driveway at Building 448, and a new paved driveway to Building 419. Conceptual designs for a new roundabout and queue road around the chassis yard and traffic analyses were also performed for three projected terminal growth scenarios: 1.8 Million Twenty-Foot Equivalent Units (TEUs), 2.5 Million TEUs, and 3.0 Million TEUs.

VHB Metropolitan Airport Systems Study – Mobile, AL | Mr. Jafarian served as a Project Engineer responsible for providing rough order of magnitude cost estimating services for this project that consisted of determining if it is cost effective to have commercial air services at Mobile Downtown Airport (BFM) and evaluated if changing the roles of the Mobile Regional Airport and the Mobile Downtown Airport will provide better air service options in the future. Careful consideration was made as to how a role change would affect economic development coupled with known major infrastructure projects on and around the airports. It was also determined if the potential future economic impacts and regional benefits of adding St. Elmo Ail-port under the ownership and operation of the Airport is beneficial to BFM.

Airport Landside and Terminal Parking Lot Improvements, St. Pete Clearwater International Airport – Clearwater, FL | Mr. Jafarian was an Aviation Engineer for the design assistance and phasing plans for the reconfiguration and realignment of the existing ¾ mile long entrance road and the reconfiguration and expansion of the existing parking lots at the Airport. As a subconsultant, ICE performed the preliminary entrance roadway/parking lots geometric design and layout, quality control reviews, and developed the overall construction sequencing plans for the project to ensure continuous vehicular access to the terminal and parking areas with safe routes for pedestrians from the parking lots to the terminal building during construction.

Taxiways "C", "D", and "E", Sebastian Municipal Airport – Sebastian, FL | Mr. Jafarian served as an Aviation Engineer responsible for designing several new parallel taxiways to enhance safety at this uncontrolled airport. The purpose was to limit the number of runway crossings, decrease the chances of an incursion, and provide a safer route for taxiing aircraft. A full-length parallel Taxiway "C" to Runway 5-23 on the north side was constructed with a partial parallel (Taxiway "D") on the south side. The project also included Taxiway "E," a partial parallel taxiway to Runway 10-28 along the south side to move the main General Aviation traffic to the runways. Mr. Jafarian designed all work in accordance with the 13A Advisory Circular geometry requirements, and he assisted with stormwater designs which were performed to minimize ponds by sheet flowing runoff for treatment through the Water Management District. Mr. Jafarian performed airfield signage design, pavement design, pavement marking design, and prepared a Construction Safety and Phasing Plan (CSPP). He was also responsible for performing geometric design, FAA coordination, setting alignments, plan production, bidding services, construction administration, and submittal reviews.

T-Hangar Replacement, Sarasota Bradenton International Airport – Sarasota, FL | Mr. Jafarian served as a Project Engineer for design, construction plans, and construction phase services for the replacement of existing portable hangar buildings J-4 and J-5. The clear door width for the set of buildings was 41.5' x 12'. Each building is a standard (stacked) configuration consisting of 14 units (28 total). Also included in this project were two larger hangar buildings (J-7 and J-8) to the south of Taxiway "F". The clear door width for these buildings will be wider than J-4 and J-5 at 47.5' x 14'. Special, larger end units were designed on each of the two buildings with a clear door width of 51' x 16'. At this width, J-7 can accommodate 12 units and J-8 can accommodate 15, both with a nested configuration. Taxilane and drainage infrastructure were already in place through a past project designed by ICE staff. Site work consisted of the removal of the asphalt pads under the Port-a-Port buildings, new drainage

pipes, and the relocation of the taxilanes to line up with the new doors. On the building, ridge vents were provided for air circulation. Exterior building mounted LED lights were provided for taxilane illumination. Door types were bifold type. Building manufacturer was Erect-a-Tube.

DFW Pavement Condition Index Study – Dallas Fort Worth, TX | Mr. Jafarian served as a Civil Engineer responsible for preparing PCI, SCI, and FOD exhibits, evaluation and quality control of inserted data into MicoPaver, and comparison to field inspections using GIS.

Runway 11-29 Safety Area Improvements, Merritt Island Airport – Brevard County, FL | Mr. Jafarian was the Civil Engineer responsible for preparing air space study checklist drawings and details.

Runway Exit Connector Taxiway "J", Sarasota Bradenton International Airport – Sarasota, FL | As a Civil Associate, Mr. Jafarian assisted with the design of a 6,500-square yard asphalt paved ADG III runway exit connector taxiway between the main air carrier Runway 14-32 and parallel Taxiway "C". Stormwater design, permitting, and airfield lighting and guidance signage were also included in the project. Construction administration services and part-time inspection services were also provided during construction.

Taxiway "G", Sarasota Bradenton International Airport – Sarasota, FL | Mr. Jafarian assisted with providing engineering services for the design and preparation of final construction documents for the construction of the proposed 1,200 feet Taxiway "G", which will connect Taxiway "H" to Taxiway "C" at the intersection of Taxiway "C-2". The project required modifications to Taxiways "H" and "C" by providing the required pavement tapers at the intersections meeting the requirements for a Group III aircraft. Design of this project consisted of the geometric design, pavement design, drainage design, and the preparation of construction plans in accordance with the FAA Standards and Design Criteria.

Security System Fiber Optic Duct and Phone Line Phase 1, Sarasota Bradenton International Airport – Sarasota, FL | Mr. Jafarian assisted with designing a fiber optic line and duct bank running from the terminal building to the Aircraft Rescue and Firefighting (ARFF) facility for connecting the airport communications center in the terminal building with the ARFF. The duct had to go under the terminal apron and across Runway 4-22 and parallel taxiways via directional bore installation.

Taxiway "F" Rehabilitation, Sarasota Bradenton International Airport – Sarasota, FL | Mr. Jafarian provided professional services associated with design and construction of the Taxiway F Rehabilitation project which consisted of milling and overlaying the taxiway with a nominal two-inch bituminous surface course and minor new pavement construction to enlarge turning radii at an intersecting taxilane. This project included a site investigation and the completed final design consisted of pavement, pavement rehabilitation, and construction plans. He coordinated with the client, Federal Aviation Administration (FAA), Florida Department of Transportation (FDOT), and geotechnical and survey subconsultants while also developing and distributing bidding documents and providing construction administration services.

Airfield Perimeter Service Road Relocation and Widening Phases 1, 2, and 3, Sarasota Bradenton International Airport – Sarasota, FL | Mr. Jafarian assisted with design and construction administration for the widening of approximately 1.7 miles of an existing airfield perimeter service road from one to two lanes and construction of approximately 2.3 miles of new two lane roadway undertaken to allow two-way traffic and open up the midfield and other areas of the airport to public accessible development. This project included drainage design and SWFWMD and Sarasota County permitting. Due to funding limitations, the project was split into three phases.

Master Lighting Plan, Sarasota Bradenton International Airport – Sarasota, FL | Mr. Jafarian was responsible for providing a comprehensive master lighting and inventory plan and details for the whole airport.

Runway 14-32 Runway Safety Area Improvements, Palm Beach International Airport – Palm Beach, FL | Mr. Jafarian assisted with the design of safety area improvements consisting of the installation of an Engineered Materials Arresting System (EMAS). Coordination with ESCO (EMAS manufacturer) and the FAA was required in order to develop the proper design. Key aspects of the project included relocation of the existing crash gate to maintain ARFF access to the runway without impacting the arrestor bed and maintaining taxiway access across

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the end of the runway during construction. Design started in March 2010 and was completed in June 2010. Construction began in May 2011 and was completed by July 2011.

Taxiway "L" Extension, Palm Beach International Airport – Palm Beach, FL | As a Civil Associate, Mr. Jafarian was responsible the design of the Extension of Taxiway L. This taxiway was designed for ADG III with accommodations for expansion to ADG IV. It provided Runway 10L-28R with a full length parallel taxiway on both sides and a parallel taxiway to the future extension of Runway 10R-28L. This project included relocation of exiting Runway 28R Glide Slope and FAA control cabling along with the design of stormwater management facilities meeting SFWMD requirements for water quantity and quality discharges. Services also included assisting the PBCDOA with construction administration.

Wetland Wildlife Hazard Abatement, Palm Beach County Department of Airports – Palm Beach Gardens, FL | Mr. Jafarian was the Civil Engineer responsible for construction plans and analysis of existing and anticipated future stormwater conditions of the airport in order to meet South Florida Water Management District regulations including dewatering and pump sizing calculation using Ponds Program. He determined the limits of wetland and surface waters that are located near the runways at North Palm Beach County General Aviation Airport and performed a preliminary wildlife hazard assessment. The wetland and surface waters attract birds and other wildlife that contribute to wildlife hazard issues and increase the potential for bird strikes. Mr. Jafarian met with regulatory agencies to determine the feasibility of filling and mitigating for impacts to wetlands, prepared the environmental resource permit application, and provided mitigation options to implement the wildlife hazard abatement measure of filling the wetlands. He obtained state and federal permits for the client, and mitigation credits were purchased from a public restoration area to compensate for impacts to the wetlands.

Air Cargo Ramp Expansion, Palm Beach International Airport – Palm Beach, FL | Mr. Jafarian assisted with the drainage report, ERP application, Engineer's Report, and construction drawings.

South Taxilane Rehabilitation, Palm Beach International Airport – Palm Beach, FL | As a Civil Associate, Mr. Jafarian was responsible for the pond design and flood plain compensation for a 1,600-foot Group III Taxilane. The existing taxilane was removed, strengthened, and reconfigured.

Airfield Markings Improvements, Palm Beach International Airport and North County Airport – Palm Beach County, FL | Mr. Jafarian assisted with the design of updated threshold markings, new enhanced centerline markings, and runway hold position lines. He also re-marked runway for non-precision approach.

Stormwater Pollution Prevention Plan (SWPPP), North County General Aviation Airport – Palm Beach County, FL | As a Civil Associate, Mr. Jafarian assisted with creating a Stormwater Pollution Prevention Plan for this airport. This included a detailed site map and an airport drainage map.

Stormwater Pollution Prevention Plan (SWPPP), Glades Airport – Palm Beach County, FL | Mr. Jafarian assisted with creating a Stormwater Pollution Prevention Plan for this airport which included a detailed site map and an airport drainage map.

Stormwater Pollution Prevention Plan (SWPPP), County Park Airport – Palm Beach County, FL | As a Civil Associate, Mr. Jafarian assisted with creating a Stormwater Pollution Prevention Plan for this airport. This included a detailed site map and an airport drainage map.

Roadway and Parking Lot Improvements Phase 2, St. Pete-Clearwater International Airport – Pinellas County, FL | Mr. Jafarian assisted with the design of miscellaneous airport roadway rehabilitation, parking lot expansion work, and new airport landside terminal signage. Key elements of the project included overlay of the terminal curbfront, Airport Parkway, conversion of an employee to a commercial curbfront for taxis and shuttle vans, construction of a new employee parking lot for UPS, and replacement of all the landside terminal area signage which included two new overhead signs with LED signs to be integrated with the airport's flight information display system.

One-Way Couplet Traffic Analysis – City of St. Pete Beach, FL | Mr. Jafarian assisted with providing traffic analysis of a "one-way-couplet" concept for two streets in the city's downtown business district to assist in

encouraging economic growth. He conducted a traffic analysis using Synchro software to determine the impacts of such an operational change for the 2015 build year and for the year 2035. The study also considered emergency evacuation routes, Multimodal Transportation District (MMTD) issues, right-of-way identification of all roadways, corner truck turning radii issues, business operating names on aerial maps, existing bicycle lanes and pedestrian crossings, current and future roadway ownership issues, on-street parking opportunities, and public outreach.

Blind Pass Road, City of St. Pete Beach Public Services Department – Florida | As a Civil Engineer, Mr. Jafarian was responsible for geometric design which included considering the amount of driveway connections along with stormwater and utility adjustment using MicroStation and GEOPAK.

Plumb Elementary Schools, Pinellas County Schools, FL | Mr. Jafarian assisted with the stormwater calculations and geometric design for this project which included three parking lots and a stormwater management system. He reviewed as-built survey plans to provide record drawings for the owner.

Taxiway "A1" and South Apron Improvements, Albert Whitted Airport – St. Petersburg, FL | Mr. Jafarian worked on engineering services including design and preparation of final construction documents for construction of the South Apron and Taxiway "A1" and the installation of a run-up area on Taxiway "A1". The project consisted of demolition of existing Taxiway "A1", revisions to the airfield lighting and signage systems, a new ramp, aircraft parking position markings and tie-downs, airfield markings, drainage system design, and permitting. He provided pre-design services including coordination of geotechnical and survey subconsultants, development of a digital terrain model, and preparation of preliminary plans. Mr. Jafarian also provided final design services consisting of geometric design, pavement design, drainage design, and construction plans.

Taxiway "D" Extension, Albert Whitted Airport – City of St. Petersburg, FL | As a Civil Associate, Mr. Jafarian worked on the drainage report and construction drawings which involved modifying an existing permit.

Air Cargo Facility, Brooksville-Tampa Bay Regional Airport – Brooksville, FL | Mr. Jafarian, serving as an Aviation Engineer, assisted with designing a partial parallel taxiway to the main runway with two exit taxiways and a 130,000 square yard aircraft apron with concrete hardstands. The facility was designed for ADG IV aircraft and included a stormwater retention pond requiring SWFWMD permitting, a gopher tortoise survey, and relocation permitting. Design of the project began in February 2008 and was completed in January 2010. Construction is on hold pending the sponsor acquiring funding.

NE Corporate Center Utility Design, Brooksville-Tampa Bay Regional Airport – Brooksville, FL | Mr. Jafarian was responsible for geometric design of sanitary sewer pipe networks including their easement and lift station and related quantities and cost estimate.

Runway 9-27 PAPI Replacement, Brooksville-Tampa Bay Regional Airport – Brooksville, FL | As a Civil Associate, Mr. Jafarian was responsible for preparing construction plans for replacement of the PAPI system.

18L-36R Runway Rehabilitation, Jacksonville Aviation Authority – Cecil Field, FL | Mr. Jafarian was responsible for the design of the asphalt rehabilitation and concrete joint repair of Cecil Field's 12,500' runway. Approximately 7,000' feet of the center portion of the runway is bituminous asphalt with roughly 5,000' on the south end and 300' on the north end consisting of Portland Cement Concrete (PCC). His responsibilities Included milling and resurfacing plans, detailed phasing plans, marking plans, and rehabilitation of all the connector taxiways "A2", "A3", and "B". Drainage design included the evaluation of the infield drainage system to replace pipes with lower maintenance ditches.

9R-27L Runway Rehabilitation, Jacksonville Aviation Authority – Cecil Field, FL | As a Civil Associate, Mr. Jafarian was responsible for the design of the concrete and asphalt rehabilitation of Cecil Field's 8,000' runway, which included milling and resurfacing plans, detailed phasing plans, marking plans, concrete repair, and rehabilitation of all the connector taxiways. He was also responsible for videotaping the drainage pipes and identified pipe repair areas under runway and FAA and tower coordination.

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Hamed Jafarian, PE | Airside Design

Terminal Access Roadway Rehabilitation, Jacksonville Aviation Authority, FL | Mr. Jafarian was responsible for preparing construction drawings.

Employee Parking Lot Entrance Road, Jacksonville Aviation Authority, FL | As a Civil Associate, Mr. Jafarian was responsible for preparing construction drawing.

Design of New Maintenance Hangar C and Warehouse – Titusville-Cocoa Airport Authority, FL | As a Civil Engineer, Mr. Jafarian was responsible for preparing construction drawings, engineer's report, and a cost estimate.

Eastside Storage Hangar, Space Coast Regional Airport – Titusville-Cocoa Airport Authority, FL | Mr. Jafarian was responsible for preparing construction drawings for Titusville-Cocoa Airport.

West Apron Rehabilitation, Space Coast Regional Airport – City of Titusville, FL | Mr. Jafarian assisted with preparing construction drawings for the west apron rehabilitation at the Space Coast Regional Airport

Airport Drainage Design and Permit Applications – St. Lucie County International Airport, FL | Mr. Jafarian's responsibilities included providing drainage plans, calculations, and assisting with permit applications for the proposed Taxiway "C" improvements. The scope of the project included widening Taxiway "C" from Taxiway "A" to Taxiway "E", including Connector Taxiways "E" and "C8". He completed two primary tasks which were drainage design and permitting of the Taxiway "C" improvements and design and permitting of the modifications to the stormwater ponds to accommodate the Taxiway "C" improvements.

St. Augustine Spoil Island – St. Augustine-St. Johns Airport Authority, FL | As a Civil Associate, Mr. Jafarian was responsible for putting together construction drawings for Spoil Island. He coordinated with Passero and Birkitt on the construction drawings and kept files updated on the Passero website. Mr. Jafarian also kept the client satisfied by answering questions, updating plans, and staying on schedule.

Canal Relocation, Northeast Florida Regional Airport at St. Augustine – St. Johns County, FL | Mr. Jafarian provided plans for canal relocation including an erosion control plan. He also provided an access route to the canal relocation and a phasing plan for sequencing of the project.

Rental Car Facilities – Pensacola Regional Airport, FL | Mr. Jafarian helped provide the civil design of a 21-acre site involving the site design for rental car fuel islands, maintenance and office buildings, and automated wash buildings. His design/oversight responsibilities included water, sewer, grading, drainage, pavement, roadway design, parking, site lighting, security, landscaping, cost estimating, schedules, subcontractors, and plan production.

HCAA Checked Baggage Upgrade, Tampa International Airport – Hillsborough County Aviation Authority, FL | As a Civil Engineer, Mr. Jafarian was responsible for preparing Architectural drawings for upgrading HCAA's baggage claim facility.

IBC Hangar, Miami International Airport – Miami Dade County, FL | Mr. Jafarian provided preliminary cost estimate for building a new hangar Apron and civil site work.

SR 45/9 (From US 41 at Rattlesnake Hammock Road To SR 45 at Immokalee Road) – FDOT District One, Collier County, FL | As a Civil Engineer, Mr. Jafarian worked on this design build project which consisted of traffic signal installations and MOT plan.

SR 43 (US 301 at 19th Avenue NE) – FDOT District Seven, Hillsborough County, FL | Mr. Jafarian worked on this DBPB2 project which included a variety of tasks consisting of pavement markings, utility adjustments, traffic signal installations, addition and improvements of sidewalks, ADA upgrades, traffic control plan, engineer's estimates, and quantity computation.

SR 45 (US 41 / South Tamiami Trail at Riverview) – FDOT District Seven, Hillsborough County, FL | Mr. Jafarian worked on this DBPB2 project and was responsible for a variety of tasks including pavement markings, utility adjustments, traffic signal installations, addition and improvements of sidewalks, ADA upgrades, traffic control plan, engineer's estimates, and quantity computation.

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Hamed Jafarian, PE | Airside Design

SR 580 (Busch Blvd. At North 12th Street) – FDOT District Seven, Hillsborough County, FL | Mr. Jafarian, a Civil Engineer, worked on this DBPB2 project which included tasks such as pavement markings, traffic signal installations, mast ARM assemblies, Guide sign, traffic control plan, engineer's estimates, and quantity computation.

US 49 – MDOT District Five, Rankin County, MS | Mr. Jafarian worked on this project which included a variety of tasks such as traffic signal installations, mast ARM assemblies, traffic control plan, ITS design (CCTV, RDS), engineer's estimates, and quantity computation.

Pavement Restoration and Underground Utility Design, 105th Avenue to 127th Avenue – City of Treasure Island, FL | As the Lead Civil Engineer and Project Coordinator, Mr. Jafarian was responsible for handling and coordinating the project with the City of Treasure Island, Duke Energy, and FDOT RRR Project along with providing construction drawings and intersection improvements, easement acquisitions, and necessary permits for the project. He also reviewed shop drawings, construction inspection and punch list per city request, and addressed construction issues in a timely manner.

Curbside Improvement Design, Sarasota Bradenton International Airport and Sarasota Manatee Airport Authority – Sarasota, FL | Mr. Jafarian was responsible for coordinating the preparation of alternative plans for the reconfiguration and rehabilitation of the roadway in front of the airport terminal. He also prepared preliminary cost estimates for each of the alternatives to enable the client to make an informed decision on the most operationally efficient and cost-effective alternative. Mr. Jafarian was responsible for civil design including geometry, pavement marking, and drainage.

CCTV Camera, City of Tampa Transportation Department – Tampa, FL | As a Civil Associate, Mr. Jafarian was responsible for preparing location and mounting detail plans for installation of more than 60 new CCTV cameras in downtown Tampa.

Pavement Design for Parking Lots at Treasure Island Florida – City of Treasure Island, FL | Mr. Jafarian was responsible for creating the typical sections and specifications for the parking lots.

Bike Trail Design, 108th Avenue and Treasure Island Causeway Intersection Improvements and Milling and Resurfacing of Local Roads – City of Treasure Island, FL | As a Civil Associate, Mr. Jafarian was responsible for providing geometric design of the project, in addition assisted on getting a permit exemption through SWFWMD.

Storm Drain Repair at Leo Kidd Avenue – City of Port Richey, FL | As a Civil Associate, Mr. Jafarian provided plans for storm drain repair at Leo Kidd Avenue and assisted on the stormwater calculations.

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MARAM ALDADA, PE

Airside Design

EDUCATION:
MS, Civil Engineering, University of Central Florida (2013)

BS, Civil Engineering, Applied Science University, Amman, Jordan (2011)

EXPERIENCE:
Career: 2009 – Present
ICE: 2021 – Present

REGISTRATION:
Professional Engineer: FL #84363

Mr. Aldada serves as a Project Manager for ICE Tampa as part of the Aviation Department. He is a licensed professional airfield engineer with nearly 10 years of experience dedicated to designing airfield engineering projects. His airfield project experience ranges from pavement management to facilities rehabilitation and reconstruction. Mr. Aldada's experience includes knowledge of FAA and FDOT design criteria and regulations as they relate to construction in and around airports. He is well versed in various types of software, including AutoCAD, Autodesk Civil 3D, Pavement Design Software: FAARFIELD and PCASE, AviPlane, AutoTurn, COMFAA, Primavera, MicroPaver, and MicroInspector.

EXPERIENCE:

Taxiway "J" Rehabilitation, Orlando International Airport – Orlando, FL | Mr. Aldada served as Project Engineer on this project that included the rehabilitation of the midfield portion of Taxiway "J", which includes two taxiway bridges. He was responsible for completing the civil engineering design, which included geometric layout, pavement design, profile design, grading, drainage improvement, and marking layout. In addition, Mr. Aldada was part of the construction administration team where his duties included shop drawings review, weekly inspection, coordination between involved parties and pay application review/approval. The work consisted of improving existing pavement section(s) and geometry for taxiway-taxiway and apron-taxiway intersections within the limits of the project to comply with current FAA standards of Advisory Circular 150/5300-13A, Change 1. In addition, electrical improvements included replacing centerline lighting with LED fixtures, replacement of electrical manholes with junction can plazas, and new LED edge lights and LED signage as well as new circuiting and a new grounding grid.

Airport Pavement Management System (APMS) Update, Luis Munoz Marin International Airport – San Juan, Puerto Rico | This APMS report provides an updated baseline validation of the pavements and specific guidance toward necessary maintenance activities as they pertain to the airfield systems at OIA. A key component of an APMS Update is to perform a records review to identify all rehabilitation/construction projects completed since the previous study (2016) and to update the network definition map accordingly. Another vital element of the APMS Update is a physical pavement inspection, which is done in accordance with ASTM D5340 "Standard Test Method for Airport Pavement Condition Index Surveys." All airside pavement sections are re-surveyed and assessed using the Pavement Condition Index (PCI) procedure – the industry standard in aviation for visually assessing the condition of pavements. During a PCI inspection, engineers and technicians identify signs of deterioration on the surface of the pavement called distresses. The type, severity, and amount of distresses present in a pavement are quantified during the pavement survey. The results of the survey are then entered in a computer pavement management database (MicroPAVER) and used to develop a composite index (PCI number). The individual distress information, such as cracking or rutting, provides insight into what may be causing the pavement to deteriorate. These factors can then be used to select the appropriate maintenance or rehabilitation action to correct the problem. Finally, the findings from the various field evaluations and data analysis activities are collectively considered in the development of a 10-Year Capital Improvement Program (CIP) for SJU. In addition, potentially large projects to be completed within the long-term (20-Year outlook) are identified.

Runway 18R-36L Rehabilitation, Orlando International Airport – Orlando, FL | Mr. Aldada served as Project Engineer on this project that involved providing construction support on the repair and resealing of the existing concrete pavement joints, mostly in the keel section of the runway. He was responsible for completing the civil engineering design, which included geometric design, asphalt/PCC pavement design, PCC pavement

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distress mapping/repair, profile design, grading, drainage improvement, and marking layout. In addition, Mr. Aldada was part of the construction administration team; his duties included shop drawings review, weekly inspection, coordination between involved parties, and pay application review/approval. The project also consisted of repair or replacement of any cracked slabs; reconstruction using new concrete pavement for the north threshold of Runway 18R; resurfacing existing asphalt pavement for the outer runway sections; resurfacing or rejuvenating existing asphalt pavement for the runway shoulders and blast pads; improvements of existing pavement section and geometry for various runway-taxiway intersections to comply with current FAA standards; and improvement of existing runway lighting, marking and signage systems to comply with current FAA standards.

Taxiway "C" South End Rehabilitation, Orlando International Airport – Orlando, FL | This project consisted of the rehabilitation of the existing pavement for the south end of Taxiway C (located between Taxiway F and Taxiway B10), Taxiway B9 and related areas in order to eliminate sections of distressed pavement and maintain the aircraft taxiing capacity. The work also included milling of existing pavement, removing deteriorated pavement, bituminous pavement overlay and associated markings, lighting and signage to restore and maintain the airfield pavement serviceability areas. As Project Engineer, Mr. Aldada was responsible for completing the civil engineering design, which included geometric layout, pavement design, and marking layout. In addition, Mr. Aldada was part of the construction administration team; his duties included shop drawings review, weekly inspection, and attending weekly coordination meetings. The scope of work consisted of a study, design, bidding, permitting, construction administration and other related services necessary to successfully complete the project. Specific tasks included civil and airfield design; topographic surveying; geotechnical exploration, evaluation and documentation of existing conditions; verification of as-built conditions, field location and verification of existing above and underground utilities; cost estimating and scheduling; technical studies; resident engineering; and all other related services including coordination with the Authority, other consultants, the City of Orlando, and all agencies having jurisdiction over the project.

Apron Rehabilitation, Phase 2, Greenville-Spartanburg International Airport – Greer, SC | Mr. Aldada served as Project Engineer on this project that included the second phase for the rehabilitation of the air carrier terminal apron concrete pavement and incorporated an area from the north side of the "garden area" to the north end of the terminal apron, encompassing the aircraft parking and maneuvering areas for Gates B1 through B4. In this role, he was in charge of completing the civil engineering design, which included geometric layout, pavement design, drainage improvement, and marking layout. The project limits extended from the terminal building westward to the apron edge/taxilane edge interface, approximately 450 feet, but did not include the taxilane, and was approximately 720 feet long. Both full strength aircraft pavement and reduced strength GSE pavement (ground support equipment) were addressed and included in this project. The overall goal of this project was to construct the most durable and cost-effective apron rehabilitation possible while minimizing impacts and disruptions to GSP tenant and customer operations. The scope included performing design, bid, and construction phase services.

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RUSS HOLLIDAY, PE
SENIOR PROJECT ENGINEER

Mr. Holliday, PE, performs project management and design utilizing AutoCAD, Civil 3D, and other industry standard design software packages. His work experience consists of engineering and project management for airport projects, including all phases of a project from topographical survey reduction, geometry, utility coordination, potable water and sanitary sewer design, drainage design, and pavement design to project cost estimation, bidding, DBE coordination services, construction administration, resident project representative, and project close out. He has extensive experience working with State Water Management Districts, the Florida Department of Transportation and the Federal Aviation Administration personnel.

EDUCATION:
MS Civil Engineering
University of Central Florida

BS Civil Engineering
University of Central Florida

PROFESSIONAL REGISTRATION(S):
Professional Architect, FL
No. 56825

YEARS OF EXPERIENCE:
29

YEARS WITH AVCON:
11

PERCENTAGE AVAILABLE:
25%

AVCON

RELEVANT EXPERIENCE:

TAXIWAY F EXTENSION AND CONSTRUCTION OF TAXIWAY E
Winter Haven Regional Airport, Winter Haven, FL | Project Engineer
This $4.1M project consisted of extending Taxiway F to the Runway 5 and 23 ends, new construction of Taxiway E from the Runway 11 end to the intersection of Runway 5-23, and new blast pads on the Runway 5 and 23 ends. The electrical components of the project included new LED taxiway edge lights, cable and conduit, and signage. The project also included drainage improvements and markings.

TAXIWAY E EXTENSION (24 END)
Kissimmee Gateway Airport, Kissimmee, FL | Project Manager
This $3.8M project consisted of the construction of Taxiway Echo pavement and run-up area, adjacent compass rose, edge lighting, grading, marking, and relocation of navigational aids. The project also included a medium intensity taxiway lighting system, upgrading the system's constant current regulator, vault work, cable and duct markers, junction bases, ground rods, and other electrical items necessary to meet FAA standards. Work included removal of one or more existing hangar buildings and foundations, associated apron pavements, underground utilities, tanks, and other facilities which currently obstruct the proposed alignment and construction of the improvements.

RUNWAY 5-23 REHABILITATION
Tampa Executive Airport, Tampa, FL | Senior Project Engineer
This $5.9M project included a pavement condition evaluation, rehabilitation alternatives analysis, and design of an asphalt rehabilitation for Runway 5-23 and the associated connector taxiways. To address changes in the FAA geometric requirements, the taxiway connectors were reconstructed to modify the fillet geometry between Runway 5-23 and Taxiway E. In addition, all of the runway and taxiway edge lighting, REIL's, PAPI's, and MALSR were replaced and the electrical vault upgraded to accommodate the airfield electrical improvements.

RUNWAY 6-24 REHABILITATION
Kissimmee Gateway Airport, Kissimmee, FL | Project Manager
This $2.8M project consisted of pavement and geometry analysis for rehabilitation of Runway 6-24 (5,000 ft x 150 ft); design provision for Runway 6 standard blast pad; airfield lighting, vault, and navigational aid analysis and design to consider future Runway 6 extension and LED versus Quartz/Halogen technology; temporary and permanent runway marking design; stormwater design and permit application; comprehensive land survey and geotechnical testing programs; comprehensive project and cost administration phase services; and FAA grant pre-application services.

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Russ Holliday, PE | Airside Design

REHABILITATE, MARK AND LIGHT RUNWAY 18-36

Wauchula Municipal Airport, Wauchula, FL | Project Manager

This $2.9M project included pavement, vertical, and horizontal geometry analysis and design for the Rehabilitation of Runway 18-36 (4000 ft x 75 ft) including a minimum of 50 ft tie-ins at crossing taxiways for grade compliance; design provision for standard Blast Pads on both ends, with associated drainage; Medium Intensity Runway Light (MIRL) rehabilitation, REIL units, Airfield Lighting Vault study and necessary modifications, and Navigational Aids (PAPI-4) analysis and design to consider LED technology; design and coordination with the local power company to mark and light existing power poles and power lines; temporary and permanent runway marking design; storm-water and environmental review design and permit application; obstruction clearing in both approaches; comprehensive project and cost administration services; FAA Grant Application services; and DBE Goal and Methodology Update services.

CONSTRUCT, MARK, AND LIGHT TAXIWAY G

Ormond Beach Municipal Airport, Ormond Beach, FL | Project Manager

This $3.9M project included design of a full-length taxiway Golf parallel to existing Runway 17-35, run-up areas at each taxiway end, full taxiway marking per the runway classification to FAA specifications, new base-mounted LED taxiway lights per FAA standards and criteria, new home-run airfield lighting circuits back to a new electrical vault building, and new Runway End Identifier Light units on Runway 17 and 35 ends. The new electrical vault included a 13 ft x 30 ft pre-cast concrete wall building, site constructed, with new Airport Lighting Control System (ALCS), regulators, conductors, main and auxiliary panels, main disconnects, and HVAC System. A new diesel-powered backup generator with support pad and appurtenances was also constructed.

T-HANGAR TAXIWAY/TAXILANE PHASE 2

Wauchula Municipal Airport, Wauchula, FL | Project Manager

This $273K project consisted of the construction of a new aircraft taxiway connection to Taxiway A, and associated taxilanes leading to future T-Hangars. The construction of the taxiway and taxilane was funded at 100% by the FAA. The project had two main components which were to construct approximately 300 ft of main access taxiway and 600 ft of taxilane, comprising two sets of taxilanes, each approximately 300 ft long. Also included in the project were painted surface markings, turfing around the perimeter of new construction, and associated drainage to convey runoff via pipes and swales to the wet detention pond. The purpose of this construction was to provide aircraft access and staging for proposed T-Hangars.

TAXIWAYS N AND A IMPROVEMENTS

Daytona Beach International Airport, Daytona Beach, FL | Senior Project Engineer

The objectives of this $35M project were to extend the useful life of the taxiway pavements, to update the pavement geometry and to enhance the safety of air operations at the Airport. The project included the rehabilitation of the pavement for the length of Taxiway N from the Western edge (Runway 7L) to the Eastern limit (Runway 25R) including the connector taxiways to the limits of Runway 7L-25R. Taxiway A was rehabilitated for approximately 1,000 ft and was realigned as new construction for approximately 800 ft. Taxiways P4 and P5 were removed and replaced to the location approved by the Airport and FAA. Lighting, marking and signage was replaced/upgraded for each of the taxiways. Drainage improvements were made throughout the limits of the project.

TAXIWAYS B, C, AND L REHABILITATION

Orlando Sanford International Airport, Sanford, FL | Senior Project Engineer

The objectives of this $35M project were to extend the useful life of the taxiway pavements, to update the pavement This $10.8M project includes rehabilitation of a large portion of the taxiway system west of Taxiway R, with focus on Taxiway B. These improvements consist of milling the surface pavement to a depth that will remove a large percentage of the surface cracks, an overlay to bring the asphalt up to grade, and the construction of new paved shoulders. Additional elements of work include new asphalt shoulders, new pavement marking and new taxiway edge lights to reflect the new geometry and grading and drainage improvements as required.

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Amr Mansour, EI

Airside Design, Technical Production

EDUCATION:
BS, Civil Engineering, University of South Florida (2016)

EXPERIENCE:
Career: 2016 – Present
ICE: 2017 – Present

REGISTRATION:
Engineering-In-Training: FL #1100020644

Mr. Mansour is currently serving as a Roadway Designer, working primarily with aviation projects involving the design of runways, taxiways, aprons, hangars, pavement design and marking, and other airport infrastructure. Since joining ICE, Mr. Mansour has been gaining valuable experience working under the supervision of the professional engineers in our Tampa office for our Airport clients throughout the state of Florida. His experience includes CAD production and assisting with construction plans using FAA design criteria and advisory circulars. In addition, Mr. Mansour also assists with preparation of construction permits, project specifications, and grants related applications. Also, under the supervision of our planning department, Mr. Mansour assists with the production of aviation planning projects including master plans and airport layout plans.

EXPERIENCE:

Perimeter Fence, Ocala International Airport – Ocala, FL | Mr. Mansour served as a Design Engineer and took responsibility of the project design and prepared the bid documents under the supervision of the Project Manager. This project was part of the Capital Improvement Plan (CIP) for the City of Ocala and the Ocala International Airport. The purpose of this project was to eliminate digging under the existing fence by coyotes, gopher tortoises, and other wildlife by constructing a wildlife skirt. A 5' fence skirt was buried a minimum of 36" into the ground under the existing fence fabric and followed the 33,000' (roughly six miles) of existing fence. All swing gates were replaced with sliding gates, and a 6" concrete apron was poured under the gate to limit gaps. ICE provided the design, bidding, and construction phase services for this project. In addition, FDOT and FAA grant packages, grant assurances, and closeouts were provided by ICE.

West Apron Expansion, Destin-Fort Walton Beach Airport – Okaloosa County, FL | Mr. Mansour served as a designer and assisted with the CAD production and provided design assistance. This project consisted of enlarging the West Apron to create five additional commercial aircraft ground loading apron spaces for A319/320 and other narrow body aircraft. The spaces also serve as remain overnight (RON) space for aircraft to base for early flights when all of the existing spaces with jet bridges are full or otherwise under exclusive lease by another airline. ICE worked with airport staff and the FAA to finalize apron dimensions and develop detailed site development plans including airfield pavement structural design, geometrics, markings, lighting requirements, and other aircraft support infrastructure required (tie-downs, ground points, electrical or other infrastructure for ground power units, etc.).

Taxiway "N" Reconstruction – Daytona Beach International Airport, FL | This project is currently under design and consists of the total reconstruction of the existing 2.5-mile-long Taxiway "N" (and Taxiway "A") with reconfigured edge of pavement geometry, paved shoulders widened from 25' to 30' in width, installation of a new stormwater drainage system, and the installation of new LED taxiway edge lights at the Daytona Beach International Airport. ICE is serving as a subconsultant and is performing the taxiway horizontal geometric design and layout and developing the overall construction safety and phasing plans for the project. Mr. Mansour is serving as a Design Engineer and is assisting with the CAD production for the Project.

Apron Expansion, Punta Gorda Airport – Punta Gorda, FL | Mr. Mansour served as a Design Engineer providing design assistance for this project which included the expansion of the aircraft parking aprons north of the existing apron. The Punta Gorda Airport is experiencing rapid growth with Allegiant Air. The project scope included professional engineering services to expand the aircraft parking aprons north of the existing apron to add three additional aircraft parking spaces for the Airbus A319/A320/A321 and 737-800 aircraft. Originally designed with a blast fence for power-in power-out operations, only two positions were originally obtainable, so the airport directed ICE to revise for straight in operation with tug push back. The apron consists of a combination of asphalt and concrete in varying thicknesses for taxiway (4" asphalt/14" limerock), aircraft parking (15"

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concrete 6" recycled conc. base), and ground service equipment (concrete 6" recycled conc. base). Drainage was accomplished by the use of trench drains outfalling to a pipe network and then to a retention pond. These positions were remote from the terminal, requiring a covered walkway to all three positions.

Taxiway "C", "D", and "E", Sebastian Municipal Airport – Sebastian, FL | Mr. Mansour served as a Design Engineer and assisted with the CAD production for the project which included several new parallel taxiways to enhance safety at this uncontrolled airport. Several new taxiways were designed to limit the number of runway crossings, decrease the chances of an incursion, and provide a safer route for taxiing aircraft. A full-length parallel Taxiway "C" to Runway 5-23 on the north side was constructed with a partial parallel (Taxiway "D") on the south side. Included was Taxiway "E", a partial parallel taxiway to Runway 10-28 along the south side to move the main GA traffic to the runways. All work was designed in accordance with the 13A Advisory Circular geometry requirements. Stormwater design was performed to minimize ponds by sheet flowing runoff for treatment 62-330.449 F.A.C. and permits through the Water Management District. Airfield signage, pavement design, pavement marking, and a Construction Safety and Phasing Plan (CSPP) were prepared.

Acquisition and Installation of Passenger Loading Bridges, Lake Charles Regional Airport – Calcasieu Parish, LA | Mr. Mansour served as a Designer Engineer on this professional consulting services project that included design, bidding, construction support, and grant administration services. ICE reviewed and verified existing construction and equipment characteristics, assemble plans and specifications for the two new bridges located at Gates 1 and 4, and assist the Airport Authority with bidding. The bridge structure consisted of a ramped fixed tunnel, a rotating rotunda, telescoping bridge tunnel section, a cab with full controls for moving the bridge into position, vertical and horizontal drive system, Airport selected accessories, and provisions to mark or re-mark the apron for the new parking position.

Hugh Leatherman Terminal Design – Charleston County, SC | Mr. Mansour served as a Design Engineer and assisted with the CAD production for the proposed Hugh Leatherman Terminal. He was responsible for the design of stormwater systems, erosion control devices, and scour analysis of the proposed bridges onto the site. The SCDOT is under contract with the Port Access Road design build team to build the mainline bridge into the terminal as well as the relocated Tidewater Road bridge. The HLT project will tie in with the mainline bridge and continue the bridge section to the terminal entrance. The project will also tie in with the new Tidewater Road Bridge and continue until the alignment tie downs with the existing Tidewater Road near the west edge of the terminal site. Each of these bridges cross over Shipyard Creek at a large skew which is a tidally influenced waterbody and prone to storm surge events. Due to the skew and surge conditions a 2-dimensional model was created to determine velocity magnitude and direction at each of the proposed bents. Using the results from the model appropriate scour depths were calculated.

Shade Hangar, Sebastian Municipal Airport – Sebastian, FL | Mr. Mansour served as a Design Engineer and was responsible for the project design and prepared the bid documents under the supervision of the project manager. The City of Sebastian and the Sebastian Municipal Airport desired shade hangars for the west side of the airport. These hangars consist of column(s) support to a roof truss system which stretches and supports a type of polypropylene fabric covering. ICE provided performance specifications for a system meeting the airport's desire to be competitively bid. Site work included re-using much of the existing base material for the new pavement. An in-depth design for the grading, drainage, and permitting of the site was required, as well as obtaining water management permits. ICE was also responsible for administering the bidding process. The Airport desired a total of 14 shade hangars including 12 units for single engine type aircraft, and two larger units for twin engine aircraft.

T-Hangar Replacement, Sarasota Bradenton International Airport – Sarasota, FL | Mr. Mansour served as a Design Engineer and assisted with the CAD production for the replacement of several T-Hangar buildings, including J-4 and J-5 and new T-Hangar buildings J-7 and J-8. The clear door width for the set of buildings was 41.5' x 12'. Each building is a standard (stacked) configuration consisting of 14 units (28 total). Also included in this project were two larger hangar buildings (J-7 and J-8) to the south of Taxiway F. The clear door width for these buildings will be wider than J-4 and J-5 at 47.5' x 14'. Special, larger end units were designed on each of the two buildings with a clear door width of 51' x 16'. At this width, J-7 can accommodate 12 units and J-8 can

accommodate 15, both with a nested configuration. Site work consisted of the removal of the asphalt pads under the Port-a-Port buildings, new drainage pipes, and the relocation of the taxilanes to line up with the new doors. On the buildings, manufactured by Erect-a-Tube, ridge vents were provided for air circulation, exterior building mounted LED lights were provided for taxilane illumination, and door types were bifold type.

Wando Welch Terminal Traffic Flow Improvements, Phase 2 – Mt. Pleasant, SC | Mr. Mansour served as the Design Engineer on this project that included an access improvement, a large expansion to the existing port chassis yard, a 20-acre pavement addition, and a new west access road to accommodate additional queue length of trucks. A new checkpoint and vehicle inspection station was designed at this new location. The existing concrete pavement will be rehabilitated due to its age and for uniformity with the expansion. The rehabilitation consisted of breaking and seating the concrete to such a gradation where it could be overlaid with no danger of reflective cracking. A major reconfiguration of the parking stalls and drive isles was needed to provide ease of operation and truck circulation. A large pond was designed and permitted, and storm drainage structures and large pipes move the water off the pavement and into the retention basin. Site lighting was included by high mast poles.

Wando Welch Terminal Traffic Flow Improvements, Phase I – Mt. Pleasant, SC | Mr. Mansour served as a Design Engineer and assisted with the CAD production for this traffic flow improvements project that consists of providing engineering services to increase traffic throughout the terminal and to help improve traffic safety. The design includes installation of an additional truck lane from the outbound processing Building 441 to the outbound security gate on Long Point Road, expansion of the outbound security gate, extension of the inbound truck queue lanes at Building 401, installation of a new parking lot at Building 442, parking lot modifications, a new driveway at Building 448, and a new paved driveway to Building 419. Conceptual designs for a new roundabout and queue road around the chassis yard and traffic analyses were also performed for three projected terminal growth scenarios: 1.8 Million Twenty-Foot Equivalent Units (TEUs), 2.5 Million TEUs, and 3.0 Million TEUs.

Entrance Road and Parking Lots Reconfiguration Project, St. Pete-Clearwater International Airport – Pinellas County, FL | Mr. Mansour served as a Design Engineer on this project which consisted of the reconfiguration and realignment of the existing ¾ mile long entrance road and the reconfiguration and expansion of the existing parking lots. The realignment of the major access roadway to the airport (Roosevelt Boulevard) and the explosive growth in number of passengers flying in and out of PIE were the driving forces behind this project. ICE served as a subconsultant and performed the entrance roadway/parking lots geometric design and layout and developed the overall construction sequencing plans for this project. ICE was also responsible for the design of the airport parking ticketing and toll plazas, technical specifications, and maintenance of traffic plans. The construction sequencing ensured continuous vehicular access to the terminal and parking areas with safe routes for pedestrians from the parking lots to the terminal building during construction.

PREVIOUS EXPERIENCE:

Internship – City of Largo, FL | Mr. Mansour served as a structural/construction intern and his responsibilities included reviewing structural designs and submittals from consultants and contractors. He also reviewed construction procedures, auger cast piles, micropiles, driven precast piles, steel installation, and concrete slabs installation. Mr. Mansour conducted various construction managements tasks such as scheduling values and pay applications, field and change orders, and work directive changes. He also worked with professionals on general civil engineering tasks such as sanitary sewer rehab process documents, conducted site surveying and analyzed data to execute civil engineering projects and performed data collection and statistical analysis that resulted in sound recommendations that were adopted by the department. Additionally, Mr. Mansour utilized AutoCAD software, produced drawings, maintained, archived and retrieved CAD files and drawing documents.

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SAMEH MAXIMOS, PE

Technical Production

EDUCATION:
MS, Information System Management, Keller Graduate School of Management (2002) | BS, Civil Engineering, Ain Shams University (1991)

EXPERIENCE:
Career: 2000 – Present
ICE: 2019 – Present

REGISTRATION:
Professional Engineer:
LA #PE.0036521
GA #PE036131

Mr. Maximos has more than 20 years of experience in civil engineering planning, design and project management of aviation projects at commercial service and general aviation airports. He has been responsible for numerous design teams on projects ranging from aviation authorities to state DOTs, including new and rehabilitated runways and parking aprons.

EXPERIENCE:

Aviation Engineering/Architecture Services for Airport Development Projects, Livingston Executive Airport – Livingston Parish, LA | Mr. Maximos serves as the Lead Engineer for this project which includes providing program development services for the justification, design, and construction of a new airport in Livingston Parish, Louisiana known as the proposed Livingston Executive Airport. His responsibilities include design of all aspects of the airport including entrance road, apron, taxiway, and runway. This project includes a Justification Study for the proposed airport to enter the FAA's National Plan of Integrated Airport Systems (NPIAS), a feasibility study and preliminary engineering report for the proposed airport site airport master plan update; website development, community engagement and stakeholder engagement meetings; environmental analysis and permitting; architectural project visioning and conceptual design (including 3D renderings and fly throughs of the recommended airport concept); architectural preliminary building facilities design; engineering airport development and design; and Benefit-Cost Analysis (BCA). It is anticipated that the airport will be constructed and open within the next five years.

Airfield Pavement Rehabilitation, False River Regional Airport – New Roads, LA | Mr. Maximos served as a civil engineer responsible for providing construction administration and inspection support. This project consists of full-depth reconstruction, milling and overlay on runway 18-36 and connector taxiways, runway 18-36 full-depth repairs, parallel taxiway sealcoat, and pavement markings.

Perimeter Fencing, DeQuincy Industrial Airpark – DeQuincy, LA | Mr. Maximos serves as Construction Project Manager responsible for overseeing construction administration and inspection services. This project consists of replacing and installing approximately 17,000 linear feet of 6' chain link fence, new dual swing gates, and clearing and grubbing a 20' wide path.

New Terminal Apron and Fuel Farm, Marion County Airport – Buena Vista, GA | Mr. Maximos served as Project Manager and Engineer of Record providing engineering design services for the new ± 8,600 square yard Apron and Fuel Farm. The project will include a 35-foot-wide partial parallel taxiway tying to existing taxiway turnaround at Runway 32 End, and a stub taxiway connecting the new apron. The project will be tied to the road with a new driveway and parking.

Obstruction Removal Design, Dr. CP Savage Sr. Airport – Montezuma, GA | Mr. Maximos, serving as Project Manager, led the preparation of construction drawings and specifications for the design of obstruction removal at the airport and managed the bidding and procurement processes. His responsibilities also included providing construction observation and administration services for the project.

Runway 8-26 Extension, Burke County Airport – Waynesboro, GA | As Project Manager and Engineer of Record, Mr. Maximos provided a fast-tracked design which included plans and specifications for the additional 1,000' x 75' extension and taxiway turnarounds to meet the expedited schedule of GDOT and the Governor's program. The project also required the removal of obstruction berm, drainage, wetland mitigation, and the replacement of the runway lighting system.

Project Manager Case Study – The following case study illustrates Mr. Maximos' experience in issue resolution, providing leadership in a project team environment, and demonstrates his ability to reach consensus

Sameh Maximos, PE | Technical Production

and resolve issues. The Runway 8-26 Extension project at Burke County Airport was an accelerated project due to the funding timeline provided by the Governor of Georgia. The Project Manager was handed a 90% complete project that had been designed six years earlier. He started the project by meeting with the client to understand the Airport's needs, not only for this project but for other current issues and future projects. When he received the proposed Statement of Work from GDOT, he evaluated what he had and proposed a change of scope to benefit the Airport and its safety, as well as reduce the cost for future projects. After extensive deliberation with GDOT, a consensus was reached to implement the scope change. Meanwhile, the design was progressing concurrently so as to not miss deadlines. On the project design side, the PM conducted weekly progress meetings, mitigating conflicts between the disciplines and between old and new designs to follow current standards, while continuously updating the stake holders on the progress.

Runway 14-32 Pavement Rehabilitation, New Runway Lighting, and a Perimeter Fence, Marion County Airport – Buena Vista, GA | Mr. Maximos served as Project Manager and Engineer of Record providing engineering design services for the rehabilitation of all of the airfield pavement. The Project included a crack relief interlayer and GDOT – 400 resurfacing. His responsibilities also included overseeing construction of the three projects at 82A, which will improve the airport's safety operations.

Crack Seal and Remarking of Runway 18-36, Dr. C P Savage Sr. Airport – Montezuma, GA | As Project Manager, Mr. Maximos managed the preparation of construction documents, bidding, procurement, and provided construction administration services for the completion of the Project. This Project involves the repair of Runway 18-36 by means of sterilizing, routing, cleaning, and sealing cracks found on the 4,220' x 75' asphaltic runway. The Project also included the replacement of runway pavement markings.

Runway 9L Taxiway and Pavement Replacement, Hartsfield-Jackson Atlanta International Airport – Atlanta, GA | Mr. Maximos, Deputy Project Manager, was responsible for the development of the design for taxiway and pavement replacement of Runway 9L to coordinate with the future end around taxiway grading.

Crack Seal, Shoulder Removal and Remarking of Runway 15-33, Plantation Airpark – Sylvania, GA | As Project Manager, Mr. Maximos managed the preparation of construction documents, bidding, procurement, and provided construction administration services for the completion of the project. This project involves the repair of Runway 15-35 by means of sterilizing, routing, cleaning, and sealing cracks found on the 3,787' x 75' asphaltic runway. The project also included the removal of the taxiway shoulders and replacement of pavement markings.

Taxiway "B" South Reconstruction, Baton Rouge Metropolitan Airport – Baton Rouge, LA | As Project Manager, Mr. Maximos managed the replacement of the southern portions of Taxiway "B" to correct runway separation. He also provided technical support and construction administration for the demolition and full depth reconstruction of the 2,700 LF asphaltic concrete taxiway, taxiway lighting improvements, and partial runway rehabilitation. He provided proactive project coordination with airfield stakeholders including the City, LaDOTD, and FAA to implement a smooth construction approach to minimize impacts to airfield operations.

Taxiway "A" South Construction, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | As Project Manager, Mr. Maximos provided technical support for the design team and oversaw the construction observation and administration of 4,300 LF of the new asphaltic concrete parallel taxiway and two 400 LF sections of new taxiways connector.

Taxiway Extension, DeQuincy Industrial Airpark – DeQuincy, LA | Mr. Maximos, serving as Project Manager and Engineer of Record, was responsible for the design and preparation of construction documents for this 1,700 LF asphaltic concrete parallel taxiway extension. He provided construction observation and administration for this project which also included environmental permitting, wetland mitigation, and major storm system design.

Taxiway Extension, Fuel Farm and an AWOS, DeQuincy Industrial Airpark – DeQuincy, LA | Mr. Maximos, Project Manager and Engineer of Record, was responsible for design and preparation of construction documents. He also specified requirements for the fuel farm and the AWOS system. Mr. Maximos provided

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construction observation and administration for the three projects. The 1,700 LF asphaltic concrete parallel taxiway extension included environmental permitting, wetland mitigation, and major storm system design.

Drainage Rehabilitation, False River Regional Airport – New Roads, LA | As Project Manager, Mr. Maximos was responsible for project management and administration, design, construction supervision, and inspection for the installation of inlet aprons, pipe replacement, structure repair, and complete system evaluation. He also provided close coordination with LaDOTD and FAA staff to successfully integrate the design requirements and expectations to improve a worsening drainage problem on the airfield.

Pavement Defects Evaluation, False River Regional Airport – New Roads, LA | Mr. Maximos served as Project Manager and provided project management and technical support to survey, evaluate, recommend and report on the pavement condition in general and on defective areas in particular.

Runway 13-31 and Taxiway "B" North Rehabilitation, Baton Rouge Metropolitan Airport – Baton Rouge, LA | As Project Manager, Mr. Maximos managed the rehabilitation of a 7,000 LF runway and a 4,300 LF taxiway, the reconstruction of a700 LF taxiway and the construction of a new 200 LF asphalt connector. He also provided technical support and construction administration for the project. Provided proactive coordination with airfield stakeholders including the City, LaDOTD and FAA, to implement a construction approach to minimize impacts to airfield operations.

Taxilane Construction and Perimeter Fence, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | Mr. Maximos served as Project Manager providing project management and administration, design, and construction supervision for a new 600 LF asphaltic concrete taxilane connector, including pavement design, drainage, and marking. The project also included a full new perimeter fence.

MoDOT Bridges Safe and Sound Project – Statewide, Missouri | Mr. Maximos performed analysis and design, along with preparation of the construction documents for a set of bridges out of the 802 new or improved/replaced bridges. He utilized MicroStation and ProjectWise.

Taxiway "A" North Paving, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | Mr. Maximos, Project Manager, was responsible for providing general project administration, construction supervision and inspection for the 2,900 LF of a new asphaltic concrete parallel taxiway and 1,200 LF of new connector taxiways project.

Rehabilitate and Expand South Air Carrier Apron Phase II, Baton Rouge Metropolitan Airport – Baton Rouge, LA | As Project Manager, Mr. Maximos provided technical support and construction administration for a 50,000 SF concrete apron with underdrain system.

Terminal Area Roads and Service Roads, Ras Abu Abbouad Motorway and Approach Interchange, New Doha International Airport – Doha, Qatar | Mr. Maximos served as Civil Engineer responsible for preparing preliminary engineering drawings and supporting calculations for the transportation drawings, roadways plan and profile sheets, ROW limits, road modifications at approach interchanges, bridge structural drawings with plans, elevation and sections. He also designed the drainage ditches and the collection system. The British and AASHTO standards were utilized in the design with adaptation of the local Qatari standards.

Hartsfield-Jackson Atlanta International Airport – Atlanta, GA | As Designer, Mr. Maximos' responsibilities included site grading for the re-routing of underground power tunnel with plan and profiles for the duct-banks, mitigating differences in the design with the architectural firm and achieved confirmation from both sides. Mr. Maximos also performed architectural work and layouts for Atlanta airport auxiliary buildings, and Bank of America offices. He conducted site inspection and survey for Atlanta airport electrical system and prepared corresponding engineering drawings and single line diagram drawings. He acted as liaison between senior engineers and CADD technicians across different disciplines and performed projects file system set up and maintenance.

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MIKE ALLEN

Technical Production

Since 1991, Mr. Allen has been providing roadway design services. He has worked directly with project managers and project engineers in roadway design. He has been responsible for efficiently maintaining various aspects of civil design projects while ensuring adherence to design standards through the use of MicroStation, GEOPAK and FDOT Site Menu. Mr. Allen has roadway design experience in Florida, Tennessee, and South Carolina.

EDUCATION:
Associate Degree in Computer Aided Drafting and Design, United Electronics Institute (1991)

EXPERIENCE:
Career: 1991 – Present
ICE: 2016 – Present

PUBLICATIONS USED IN PLAN PRODUCTION:

- FDOT Plans Preparations Manual Volumes 1 & 2
- FDOT Design Standards
- FDOT CADD/CPCH Standards Manual
- FDOT Drainage Manual
- FDOT Basis of Estimates Manual
- FDOT Specifications Manual
- AASHTO Green Book
- MUTCD Manual

EXPERIENCE:

West Apron Expansion, Destin-Fort Walton Beach Airport – Okaloosa County, FL | This Project will enlarge the West Apron at VPS in order to create additional ground loading apron spaces and overflow rest overnight (RON) space for aircraft to base overnight for early flights when all of the existing spaces with jet bridges are full or otherwise under exclusive lease by another airline. ICE is working with Airport staff and the FAA to finalize apron dimensions and develop detailed site development plans including airfield pavement structural design, geometrics, markings, lighting requirements, and other aircraft support infrastructure required (tie-downs, ground points, electrical or other infrastructure for ground power units, etc.). Mr. Allen served as a Designer for the planning, design, and production of plans for this Apron Expansion Project.

Taxiway "N" Reconstruction, Daytona Beach International Airport – Daytona Beach, FL | This project consisted of the total reconstruction of the existing 2.5-mile-long Taxiway "N" (and Taxiway "A") with reconfigured edge of pavement geometry, paved shoulders widened from 25' to 30' in width, installation of a new storm water drainage system, and the installation of new LED taxiway edge lights at the Daytona Beach International Airport (DAB). ICE served as a subconsultant and is performing the taxiway horizontal geometric design and layout and developing the overall construction safety and phasing plans for the Project. Mr. Allen served as a Designer and is responsible for quantity calculations and Construction Phasing Plan revisions for this project.

Apron Expansion, Punta Gorda Airport – Punta Gorda, Florida | Mr. Allen served as a Designer for the planning, design and CAD production of plans for this Apron Expansion Project at the Punta Gorda Airport which is experiencing rapid growth with Allegiant Air. The project scope included professional engineering services to expand the aircraft parking aprons north of the existing apron to add three additional aircraft parking spaces for the Airbus A319/A320/A321 and 737-800 aircraft. Originally designed with a blast fence for power-in power-out operations, only two positions were originally obtainable so the airport directed ICE to revise for straight in operation with tug push back. The apron consists of a combination of asphalt and concrete in varying thicknesses for taxiway (4" asphalt/ 14" limerock), aircraft parking (15" concrete 6" recycled conc. base), and ground service equipment (concrete 6" recycled conc. base). Drainage was accomplished by the use of trench drains outfalling to a pipe network and then to a retention pond. These positions were remote from the terminal, requiring a covered walkway to all three positions.

Taxiways "C," "D," and "E," Sebastian Municipal Airport – Sebastian, FL | Mr. Allen served as a Designer for the planning, design, and production of plans for a new ADG II parallel taxiway to Runway 5-23. A safety concern exists at the airport with aircraft entering and exiting the Runway 5 threshold in that they must cross active runways three times when taxiing from the busy MRO tenant area. One of these crossings involves the intersection of both runways, providing difficult visibility for pilots at this uncontrolled airport. The design included the removal of the taxiway connector that crosses both runways, a west parallel taxiway to 5-23 (Taxiway "C"), a partial parallel to the east (Taxiway "D"), and a partial parallel to Runway 10-28 (Taxiway "E"). Major components of the design included geometric design to new FAA AC 150/5300-13A fillet and radii standards,

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stormwater ponds and relocation of existing infield drainage, Environmental Resource Permit from SJRWMD, and airfield guide signs (entire airport).

T-Hangar Replacement, Sarasota Bradenton International Airport – Sarasota, Florida | Serving as a Designer, Mr. Allen was responsible for plans production, quantities, and production submittals. The clear door width for the set of buildings was 41.5' x 12'. Each building is a standard (stacked) configuration consisting of 14 units (28 total). Also included in this project were two larger hangar buildings (J-7 and J-8) to the south of Taxiway F. The clear door width for these buildings will be wider than J-4 and J-5 at 47.5' x 14'. Special, larger end units were designed on each of the two buildings with a clear door width of 51' x 16'. At this width, J-7 can accommodate 12 units and J-8 can accommodate 15, both with a nested configuration. Site work consisted of the removal of the asphalt pads under the Port-a-Port buildings, new drainage pipes, and the relocation of the taxilanes to line up with the new doors. On the buildings, manufactured by Erect-a-Tube, ridge vents were provided for air circulation, exterior building mounted LED lights were provided for taxilane illumination, and door types were bifold.

Wando Welch Terminal Traffic Flow Improvements, Phase I – Charleston County, SC | Mr. Allen served as a Designer and provided CAD services and coordination efforts for this traffic flow improvements project that consists of providing engineering services to increase traffic throughout the terminal and to help improve traffic safety. The design includes installation of an additional truck lane from the outbound processing Building 441 to the outbound security gate on Long Point Road, expansion of the outbound security gate, extension of the inbound truck queue lanes at Building 401, installation of a new parking lot at Building 442, parking lot modifications, a new driveway at Building 448, and a new paved driveway to Building 419. Conceptual designs for a new roundabout and queue road around the chassis yard and traffic analyses were also performed for three projected terminal growth scenarios: 1.8 Million Twenty-Foot Equivalent Units (TEUs), 2.5 Million TEUs, and 3.0 Million TEUs.

Entrance Road and Parking Lots Reconfiguration Project, St. Pete-Clearwater International Airport – Clearwater, FL | Mr. Allen served as a Designer responsible for the design of a relocated airside perimeter road due to the widening of Roosevelt Blvd. and the Pinellas Gateway Project. Terminal Parking improvements encompassed the entire site, with a complete reconfiguration. As a major subconsultant to another firm, he was responsible for the Maintenance of Traffic (MOT) Plans. Also, the performance-based specifications for the toll plaza relocation and covered new canopy.

I-77 Widening & Rehabilitation (MM 15-27) – Richland County, SC | ICE was the Primary Design Consultant responsible for successfully delivering all engineering services required for this Design-Build (DB) project. The work involved widening the interstate by adding one lane in the median in each direction for seven miles to include widening of 10 mainline bridges over roadways and streams. This section also included rehabilitation of an asphalt overlay with a concrete base and cross slope verification/correction. The work also included eight additional miles of pavement rehabilitation and cross slope verification/correction of southbound lanes. The pavement throughout the project consisted of asphalt overlay with a concrete base. Mr. Allen served as a Roadway Designer responsible for assisting in the development on the maintenance of traffic plans for this interstate widening project.

SR 580 (Hillsborough Avenue) – Tampa, FL | Mr. Allen served as a Roadway Designer responsible for the drafting of plans to produce FDOT roadway milling and resurfacing plans, including key sheet, typical sections, plan & profile, cross sections, drainage structures, signing & marking sheets and signal sheets.

Knights Griffin Road – Plant City, FL | Mr. Allen served as a Roadway Designer responsible for the production of design plans using MicroStation, GEOPAK and FDOT Software to produce Hillsborough County Roadway Plans. The plans included key sheet, typical sections, general notes, plan & profile, cross sections, utility adjustments, signing and marking sheets and quantity calculations/computation book.

Bruce B. Downs (CR 581)/131st Street Intersection Improvement Project – Tampa, FL | Mr. Allen served as a Roadway Designer responsible for the production of design plans using MicroStation, GEOPAK and FDOT Software to produce Hillsborough County Roadway Plans. The plans included key sheet, typical sections, plan & profile, cross sections, utility adjustments, signing and marking sheets, traffic counts and quantity calculations/computation book.

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MARTY MORLAN, PE, ENV SP

Stormwater

EDUCATION:
BS, Civil Engineering, University of Florida (1987)

EXPERIENCE:
Career: 1988 – Present
ICE: 2021 – Present

REGISTRATION:
Professional Engineer: FL #45326
Envision Sustainability Professional (ENV SP)

Mr. Morlan has more than three decades worth of experience in the planning, design, and construction of a wide variety of civil engineering projects (over 175 projects) including transportation, civil/site, stormwater master planning/design, recreational trail and park development. He has strong project management and design experience, including extensive roadway, drainage, and permitting experience. Mr. Morlan has been responsible for all phases of transportation projects from the initial planning and studies, through the final design and permitting as well as during the construction phase. Throughout his diverse career, he has been responsible for preparing preliminary design; conducting various drainage and roadway evaluation studies; preparing final design plans, construction plans, and permit documents; preparation of stormwater studies and designs; providing cost estimating and bid evaluations; coordinating subconsultants; conducting public meetings; providing utility coordination; performing post-design services during construction; performing project management duties; and providing quality control reviews. He provides a unique understanding of issues faced by local governments and agencies, having spent almost ten years of his career with Pinellas County government in the Engineering Division where he managed consultant projects, managed in-house design teams for transportation and stormwater capital improvement projects. He has filled a wide variety of roles as a project manager, engineer, and quality control reviewer for projects/governments. Mr. Morlan also has served clients with expert witness testimonies, GEC project manager, as well as local agency plan reviews for FDOT.

EXPERIENCE:

Miscellaneous Stormwater Consultant Contract, City of Tarpon Springs – Pinellas County, FL | Mr. Morlan managed this miscellaneous contract which included 6 task assignments ranging from preparing an update to the City's stormwater masterplan (Stormwater Action Plan) which included the development of proposed stormwater solutions/projects for 36 problem areas throughout the city and costs as well and developing a 6-year CIP for implementation. Additional assignments included preparing construction plans and performing analysis of multiple stormwater alternatives (ponds, pipes, structures, etc.) throughout the city.

Rockport Terminal Facility - Miscellaneous Stormwater Services for Water Quality Monitoring, CSX Transportation – Tampa, FL | Mr. Morlan performed a stormwater analysis and prepared an ICPR hydrologic/hydraulic model to aid in the design of an outfall control weir (20 feet long) which was designed as a flow measure device (with v-notch). The stormwater model was used to simulate a 100-year storm event to ensure that no flooding of existing buildings/structures would occur as a result of the addition of the outfall control weir structure.

GEC Stormwater Review, I-275 in Tampa and I-75 through Pasco County, FDOT District 7 – Districtwide, FL | Mr. Morlan performed groundwater mounding analysis review for the FL Department of Transportation's drainage department for design-build projects. The review was conducted on multiple stormwater facilities in close proximity to legacy hazardous material properties.

Gerdau Baldwin Steel Mill Floodplain Mapping – Duval County, FL | Mr. Morlan served as Engineer of Record for the stormwater evaluation and floodplain map revision of this 850-acre steel mill site in western Jacksonville. To support the proposed steel mill expansion, prepared an ICPR stormwater model of the subject property to determine the 100-year floodplain elevation for the property. The model development included calibration using Tropical Storm Debbie (17 inches rainfall/72 hours) Services included: stormwater modelling, City of Jacksonville permitting, preparation of a FEMA FIRM Letter of Map Revision (LOMR).

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Marty Morlan, PE, ENV SP | Storwater

10th Street Outfall Stormwater Water Quality Improvements – City of Sarasota, FL | Mr. Morlan served as Lead Stormwater Engineer responsible for preparing a BMP Alternatives Report and Preliminary Design for this water quality improvement at the outfall to Sarasota Bay from a 467-acre drainage basin in downtown City of Sarasota. Researched/investigated alternatives (baffle box, sediment sump, wetland marsh). Coordinated proposed alternatives with the proposed FDOT US 41 Roundabout Project. Prepared nutrient reduction calculations, benefit/cost, evaluation of alternatives, and review of Sarasota County Hudson-Bayou stormwater ICPR model and project coordination.

Main Street (Nebraska Avenue) - Congress Street to Rowan Road – Pasco County, FL | Mr. Morlan served as Project Engineer responsible for the complete stormwater design and permitting of an urban curb and gutter 3-lane roadway. Duties included stormwater design, wet-detention pond design, wetland mitigation and floodplain compensation. Prepared and received a Southwest FL Water Management District ERP permit. Project involved 0.6 miles of 2-lane rural widening, including paved shoulders, pond site study, traffic control plans, right-of-way mapping, and environmental study and mitigation of wetlands, permitting and public involvement.

Indian River Drive Stormwater Quality Retrofit and Traffic Calming Improvements – Martin County, FL | This project combined proposed roadway improvements and traffic calming along Indian River Drive with proposed stormwater improvements. The Indian River Drive Stormwater Quality Retrofit proposes to provide a treatment train of Best Management Practices (BMPs). The project proposes to utilize a treatment train of interlocking grass-pave system to initially intercept overland runoff flowing across the roadway to direct it into the ground, then excess runoff will be directed into either a bio-swale detention area or an exfiltration trench for further treatment and then into a 2nd Generation Nutrient Separating Baffle Box prior to discharge into the Indian River Lagoon. The proposed roadway and traffic calming improvements includes the milling and resurfacing of approx. 1,000 feet of Indian River Drive (a rural 2-lane roadway) and the addition of a 10 ft. wide sidewalk and concrete curb along the east side near the Indian River. Minor pavement widening was also added. There are two 24-foot-long speed tables (with 10-foot-wide stamped asphalt crosswalks and raised medians) proposed to provide speed reduction and to allow pedestrians to safely cross the roadway. Curb inlets and stormwater were added to collect the street runoff and direct discharge into a proposed pond with bio-swale and treatment device (baffle box). Mr. Morlan served as the Lead Design Engineer for the complete roadway and some drainage aspects of the project. Mr. Morlan was responsible for the design of geometry of the proposed roadway, sidewalk, curbs and raised crosswalks/speed table. Mr. Morlan also was responsible for the vertical profile design to provide constructability of the roadway cross-sections and keep the improvements within the available narrow (30'-50') right-of-way. Mr. Morlan's design work included the horizontal and vertical layout and design of the proposed curb inlets and storm sewer system.

West Livingston Street Extension Complete Street – Orlando, FL | Mr. Morlan served as Project Engineer for this roadway and streetscape design which is located within the new University of Central FL's downtown campus in the new Creative Village in Downtown Orlando. The 2-lane urban complete street was designed with bike lanes, landscaping, hardscaping (pavers), streetlighting, on-street parking, pedestrian amenities (benches, bike racks, planters) and 10 ft. wide sidewalks. Street tree wells included innovative stormwater design to maximize exfiltration and provide additional water quality treatment. Project included provisions for the Contractor to properly handle the existing arsenic soils on-site during the construction phase.

Roosevelt Boulevard Roadway and Stormwater Improvements – Tarpon Springs, FL | Mr. Morlan served as Project Manager and EOR for this roadway and stormwater improvement project. The roadway was a 2-lane rural local street located near the west end of Dodecanese Boulevard near the City's famous sponge docks. The project area was frequently flooded being adjacent to the Anclote River, lacked stormwater infrastructure which contributed to deteriorated pavement conditions. The project included pavement reconstruction, removal of existing brick roadway, providing an urban 2-lane street with curb and gutter, storm sewer, 6 ft sidewalk and coordination/design with marina entrances, on-street parking as well as an off-site swale/culvert drainage system.

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LAUREN WARMUTH, PE

Stormwater

EDUCATION:
BS, Civil Engineering, University of South Carolina (2002)

EXPERIENCE:
Career: 2000 – Present
ICE: 2015 – Present

REGISTRATION:
Professional Engineer:
SC #25825
FL #68106
GA #PE033053
MS #18543
NC #034242
TN #112312

OTHER TRAINING:
- FHWA Urban Drainage Design
- FHWA River Engineering for Highway Encroachments
- DTM Solutions: GEOPAK Drainage Training Class
- 2D Hydrodynamic Flow and Transport with Surface-Water Modeling System

PROFESSIONAL ORGs:
- Member, American Society of Civil Engineers
- Member, SC Association of Stormwater Managers

Ms. Warmuth began her engineering career in 2000 and specializes in drainage design and stormwater management. She designs all aspects of highway drainage systems and is well-versed in a variety of hydrologic/hydraulic modeling software, including HEC2, HEC-RAS, HEC-GeoRAS, HEC-HMS, Hydraflow, FESWMS, WSPRO, XP-SWMM, GEOPAK Drainage, StormCAD, CivilStorm, HY-8, HYCHL, and TR-55. Ms. Warmuth is also proficient in sediment and erosion control design as required by NPDES regulations and has experience with the SEDCAD sedimentology computer model. Additionally, her experience consists of designing numerous water quality BMPs including dry detention ponds and infiltration ponds.

EXPERIENCE:

Greenlawn Streetscape – City of Beaufort, SC | This project, awarded under the City of Beaufort IDC, consisted of widening the existing roadway to provide on-street parking, installing sidewalks, storm drainage improvements, street lighting, and landscaping along Greenlawn Street. Ms. Warmuth served as a Senior Water Resources Engineer responsible for stormwater system design, OCRM permitting, and drainage and erosion control plans.

Office Park Road at Pope Avenue and New Orleans Road – Hilton Head Island, SC | This project consisted of the intersection improvements at Office Park Road, Pope Avenue and New Orleans Road and included the addition of a signalized intersection, widening New Orleans Road approach from four lanes to five lanes, widening Office Park Road from three lanes to four lanes and widening south bound Pope Avenue from five lanes to six lanes and retaining the north bound Pope Avenue section at its current 6-lane configuration. Ms. Warmuth served as a Hydraulic Engineer responsible for the stormwater management design that included sedimentation and erosion control design.

38th Avenue North – Myrtle Beach, SC | Ms. Warmuth served as a Project Engineer and performed hydrologic and hydrographic analysis for this road widening project in Myrtle Beach. She designed stormwater drainage facilities using Hydraflow Storm Sewers and SWMM. The Project included road widening from a three-lane shoulder section to a five-lane curb and gutter section. The project consisted of widening a section of 38th Avenue North between US-17 Bypass and Robert Grissom Parkway to five lanes. This project also included a turn lane, bike lanes, and sidewalks.

Extension of I-20 South Frontage Road – Vicksburg, MS | Ms. Warmuth served as Project Engineer and performed hydrologic and hydraulic analyses in accordance with the MDOT Stormwater Management Plan as part of a roadway project to connect two frontage roads over Old Highway 27 and the KCSRR. The extension of an existing box culvert at Durden Creek was also analyzed using HY-8 software. The proposed drainage and erosion control features were a key factor in developing right-of-requirements due to the significant roadway fill heights and the associated benching requirements.

I-26 Widening (MM 85-101), Segments 1, 2, & 3 – Richland, Lexington, & Newberry Counties, SC | This 16-mile widening, and reconstruction Design-Build project consists of widening I-26 from four to six lanes for approximately 12 miles and from four to eight lanes for approximately four miles. It also includes three new interchanges and eight overpasses. Ms. Warmuth is responsible for providing roadway drainage design reports to

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include field investigations, NPDES permitting, outfall summaries, and channel designs. She is also preparing the roadway drainage design reports to include updates to preliminary drainage design, bridge deck drainage calculations, GeoPAK drainage and Hw/D summaries, storm sewer system for 50-year storm event, sediment and erosion control designs, water quality and post construction designs and supporting documentation.

Replacement of Five Bridges on I-20 – Aiken County, SC | ICE is providing turn-key engineering design services, as a subconsultant, on I-20 East Bound and West Bound lanes over South Edisto River as a part of an I-20 Bridge Replacement Contract that includes five bridge sites. Bridge analysis and HEC-RAS modeling over the river are being performed in accordance with the SCDOT Requirements for Hydraulic Design Studies. Ms. Warmuth is serving a hydraulic engineer responsible for modeling the bridges to determine the hydraulic opening, scour, and associated roadway drainage. This project will require FEMA coordination.

Ripley Station Road Bridge Replacement – Lexington County, SC | Ms. Warmuth is serving as a senior hydraulic engineer responsible for reviewing the bridge hydraulic model and risk assessment report. This project consists of the design services necessary to replace the bridge over Rawls Creek and associated roadway approaches on Ripley Station Road in Irmo. The ICE Team will provide surveying, environmental permitting, geotechnical design, preliminary and final design and plans, utility coordination, and construction support services.

I-95 South Bound over Bagshaw Swamp and I-95 South Bound over SC 46 – Jasper County, SC | Ms. Warmuth is serving as a senior hydraulic engineer responsible for field investigations aiding in the hydraulic design and the quality control of the proposed bridges. The ICE Team will provide project management, field surveys, environmental documentation and permitting, subsurface utility engineering (SUE), bridge/structural design and plans development, roadway design and plans development, geotechnical investigations and reports, hydraulic design, hazardous material survey and reports, utility coordination and plans development, and construction phase support services. The new bridges will accommodate two 12-foot travel lanes and appropriate shoulders. The proposed bridge over Bagshaw Swamp will be approximately 120 feet in length, and the proposed bridge over SC 46 will be approximately 160 feet in length.

Clements Ferry Road Widening, Phase II – Berkeley County, SC | This project consists of widening Clements Ferry Road for approximately 4.5 miles from Jack Primus Road to SC 41. The improvements involve widening the two-lane roadway to a four-lane curb and gutter section with a raised planted median and multi-use path along one side of the roadway. The project also includes construction of a new bridge over Martins Creek and the widening of an existing bridge over an unnamed tributary. This stretch of roadway has a current ADT of 14,200 and includes four signalized intersections. Ms. Warmuth served as a Senior Hydraulic Engineer responsible for reviewing the storm drainage plans and bridge hydraulic model.

Mossy Oaks Watershed Study – City of Beaufort/Town of Port Royal, SC | Ms. Warmuth serves as a senior drainage engineer for the analysis of widespread flooding issues in the Mossy Oaks district in the City of Beaufort and Town of Port Royal. This Project, awarded under the City of Beaufort IDC, involves hydraulic modeling of drainage infrastructure within a 700-acre developed watershed, which will be accomplished using the CivilStorm hydrodynamic flood routing and analysis software. Since the Project is located within a tidal zone, it is also necessary to determine storm surge flooding effects within the watershed. She is providing QA/QC services on the design of the two-dimensional hydrodynamic model of Beaufort River and Battery Creek. This two-dimensional model is being developed using the Surface-Water Modeling System (SMS) software and accepted surge analysis methodologies to model the impacts of extreme tropical storm events on the watershed.

Ride III Dirt Road Paving Project Group 1 – Horry County, SC | ICE is serving as a subconsultant to the primary design firm on this Dirt Road Paving Project which consists of the permitting, design, right of way acquisition, and construction management of the first group of County dirt roads to be paved (25 miles) identified in the 2016 Capital Project Sales Tax referendum. Ms. Warmuth is serving as a Hydraulic Engineer and is responsible for leading the drainage design and QA/QC.

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BOB STEELE, SET

Stormwater

EDUCATION:
BS, Biology, Liberty University (1977) | Diploma, Sanitary Engineer, International Correspondence Schools (1967) | Diploma, Highway Engineer, International Correspondence Schools (1965)

EXPERIENCE:
Career: 1961 – Present
ICE: 2013 – Present

CERTIFICATIONS:
- Certified Senior Engineering Technician, 1979
- Certified Master Modeler – "Stormwater Systems"; Haestad Methods, 2003
- Certificate of Mastery – Completed 30-Hours of Website Training for modeling with XP-SWMM software; XP-Software, Inc., 2008

Mr. Steele is responsible for technical support and design of storm drainage systems, including hydrological studies, storm water management plans, flood studies and general activities as associated with bridge replacement assignments, roadway design, aviation, and land development/sitework projects. Mr. Steele has conducted numerous in-house Hydrology and Hydraulic training seminars for drainage design engineers and designers as well as SCDOT. The training seminar included the use of HEC-RAS, XP-SWMM for selected engineers and designers. During 2006, he was invited to work with XP-Software in "beta testing" the newest version of XP-SWMM.

EXPERINCE:

I-77 Widening & Rehabilitation Project (MM 15 to MM 27) – Richland County, SC | The work involved widening the interstate by adding one lane in the median in each direction for seven miles to include widening of 10 mainline bridges over roadways and streams. This section also included rehabilitation of an asphalt overlay with a concrete base and cross slope verification/correction. The work also included eight additional miles of pavement rehabilitation and cross slope verification/correction of southbound lanes. The pavement throughout the project consisted of asphalt overlay with a concrete base. Mr. Steele served Senior Hydrologist and performed drainage analysis of the existing culverts using HY-8 and XP-Storm. By using XP-Storm he was able to include the upstream storage to account for "real-time" conditions. All analyses were checked for conformity to current SCDOT requirements. Additionally, he built several XP-Storm dynamic models of existing storm sewer systems to check the design more accurately.

S-107 (Alligator Road) Widening – Florence County, SC | This seven-mile project includes widening from a two-lane rural roadway to a three-lane section segment from US 76 to S-103 and to a five-lane curb and gutter section with sidewalk from S-103 to west of US 52. This project also includes replacing the existing structures over I-95 and Alligator Branch Swamp Tributary and major intersection improvements at the US 52 intersection. Mr. Steele serves as a Senior Hydraulic Designer and is responsible for assisting with drainage calculations for this project.

I-85 Widening (MM 80 to 96) – Spartanburg and Cherokee Counties, SC | Mr. Steele assisted in a detailed drainage study and report of the existing drainage systems for this interstate widening project. This project consisted of the development of the Environmental Assessment and Design-Build preparation for widening approximately 16 miles of interstate. Along the approximately 16-mile project area, interchanges at Exit 83 – Battleground Road (SC 110), Exit 87 – Green River Road (S-39), Exit 95 – Pleasant School Road (S-82), and Exit 96 – Shelby Highway (SC 18) were modified to bring them into compliance with state and federal design requirements. The project also included adding a travel lane in each direction, improving various interchanges and exit ramps, and replacement of overpass bridges. This project was separated into three sections.

River's Street Drainage Study – Colleton County, SC | Mr. Steele developed the final design and completion of construction drawings of the drainage systems associated with this roadway improvement project. Several channel hydraulic problems required the use of HEC-RAS. StormCAD was used for Final Design and Analysis of the Storm Drainage Systems.

Bob Steele, SET | Stormwater

Northside and Future Drive, Bluehouse Swamp – North Charleston, SC | This residential subdivision is located just south of Walterboro, South Carolina. The subdivision's roadway system consists of side ditches and driveway pipe culverts for their drainage system. The roadside ditches drain to a collector ditch that is located through the subdivision – from street to street. This section of the county discharges to a private pond before discharging into a swamp. Mr. Steele developed a XP-Storm model of this system of pipe culverts and ditches and the pond. This model was able to show the problem areas and thus by correction to the model.

8th Avenue Improvement Project – Aynor & Horry County, SC | Mr. Steele provided final design and completion of construction drawings of the drainage systems associated with this roadway improvement project that included numerous detention basins for stormwater management. Several channel hydraulic problems required the use of HEC-RAS. The detention basins required the use of PondPack, a flood routing program for the design of the basins. StormCAD was used for Final Design and Analysis of the Storm Drainage Systems.

P-1501 (Walterboro Bypass) – Walterboro, SC | Final design and completion of construction drawings of the drainage systems associated with this roadway improvement project. Built XP-SWMM model of proposed complex drainage system, to utilize the programs capability of calculating and using the storage volume in the large roadside ditches.

SC-120 (Alice Drive) – Sumter, SC | Final design and completion of construction drawings of the drainage systems associated with this roadway improvement project. The adjacent area is fully developed and to be able to provide stormwater management, the proposed storm drainage system has to provide storage for the roadway widening runoff. An XP-SWMM model was developed to analyze the conveyance and required storage for the runoff from the new widening project.

US 25 (3rd Phase) – Greenville, SC | Mr. Steele was the senior designer responsible for hydrological and hydraulic studies relating to project drainage requirements. This project included numerous detention basins for stormwater management. At several locations, right-of-way could not be obtained for the required detention basin, therefore XP-SWMM was used to model the storm drainage systems to incorporate storage in the pipe systems. This resulted in a benefit to the SCDOT of eliminating several offsite detention basins and the maintenance associated with the basins.

U.S. Route 301 – Bamberg, SC | This Town, located in the southeastern part of the state, has been built in a large depression. The drainage outfalls from this Town, drain by a large channel to a river 2-miles north of the town and by a large channel to a swamp 2-miles south of the town. During tropical storm events, a large portion of the Town is flooded and remains flooded for several days following the storm event. U.S. Route 301 has been closed for several days due to the flooding. Using field survey, provided by the SCDOT, 3 large XP-SWMM models were built to analyze the existing drainage systems. These models were used to re-design the existing systems to provide an adequate drainage system, eliminating the flooding. Typical design criteria were used to design a new roadway storm drainage system for U.S. Route 301. The major outfall channel systems were re-designed to be able to convey the runoff from the Town's watersheds.

Red Bay Road Improvement Project – Sumter County, South Carolina | Developed HEC-2/HEC-RAS model of Turkey Creek, an existing FEMA regulated stream, for new bridge widening crossings. Ran model and computer new floodway. Prepared new hydrology study for this HEC-2/HEC-RAS study. Used SCS and USGS Regression Methods to generate runoffs for comparison with FEMA and Corps of Engineers published runoff.

US 25 Widening (Phase 1) – Greenville, SC | Mr. Steele was the senior designer responsible for hydrological and hydraulic studies relating to project drainage requirements. Studies included a flood plain study, utilizing HEC-2, SWMM/EXTRAN, and several storm sewer programs for analyzing the Hydraulic Grade Line.

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Sarah Brammell

Senior Ecologist
Qualified Airport Wildlife Biologist

Sarah is an environmental professional with over 20 years of experience and leadership in natural resources, environmental issues in aviation, environmental permitting, NEPA documentation, and wildlife hazard management. Through her combined aviation experience as the previous Sr. Manager of Planning and Environmental Compliance with Lee Count Port Authority and 13 years of aviation consulting, Sarah provides clients with innovative approaches to environmental planning and permitting projects. She is a leader in providing project management and ecological expertise in National Environmental Policy Act (NEPA) projects and Wildlife Hazard Management.

Project experience includes local, state, and federal wildlife and wetland permitting and mitigation, environmental planning/airport master plans, Environmental Assessments (EAs), Categorical Exclusions (CATEX), listed species assessments and agency consultation. Sarah has provided wildlife hazard management services for commercial service, general aviation airports, and the U.S Air Force Air National Guard Bird/Aircraft Strike Hazard (BASH) program. Projects include Wildlife Hazard Assessments, Wildlife Hazard Management Plans, Wildlife Hazard Site Visits, 14 CFR Part 130 Airport Personnel Training, and BASH site visits and training. Ms. Brammell's project experience has spanned the U.S. (in all major regions) and internationally.

Tampa International Airport, FL
Miami International Airport, FL
Orlando International Airport, FL
Southwest Florida International Airport, FL
St. Pete-Clearwater International Airport, FL
Ocala International Airport, FL
Jacksonville International Airport, Fl
Cecil Airport, FL
Lakeland Linder Regional Airport, FL
Page Field Airport, FL
Gainesville Regional Airport, FL
Okeechobee County Airport, FL
Arcadia Municipal Airport, FL
Flagler County Airport, FL
North County General Aviation Airport, FL
Lantana Airport, FL
Malcolm McKinnon Airport, GA
Brunswick Golden Isles Airport, GA
Indianapolis International Airport, IN

SW Georgia Regional Airport, GA
Middle Georgia Regional Airport, GA
Valdosta Regional Airport, GA
Louis Armstrong New Orleans International Airport, LA
Atlantic City International Airport, NJ
Victoria Regional Airport, TX
Arlington Municipal Airport, TX
Mesquite Metro Airport, TX
Fort Worth Spinks Airport, TX
East Texas Regional Airport, TX
Redding Municipal Airport, CA
Sacramento International Airport, CA
Redlands Municipal Airport, CA
Kona International Airport, HI
Molokai Airport, HI
Kahului Airport, HI
Dayton-Wright Brothers Airport, OH
Pittsburgh International Airport, PA

International
Ottawa Macdonald-Cartier International Airport - Canada
Mexico City International Airport (Texcoco Location) - Mexico

Expertise

Wildlife Hazard Assessments, Wildlife Hazard Management Plans, Wildlife Hazard Site Visits, Airport Staff Training

Natural Resource Management

Environmental Permitting & Planning

Listed-Wildlife Species

Education

M.P.A. Environmental Policy - Florida Gulf Coast University (2008)

B.A. Biology - Susquehanna University (1996)

Certifications/Training

Qualified Airport Wildlife Biologist

Authorized Gopher Tortoise Agent & Burrowing Owl Registered Agent

National Highway Institute Introduction to NEPA and Transportation Decision-making

ACI-NA Certificate in Airport Environmental Management

National Riffle Association - Firearms Safety Instructor

Professional Organizations

Bird Strike Committee USA - Executive Committee Member

Airports Council International - North America - Co-Chair Natural Resources Working Group

Florida Airport Council - Past Environmental Committee Chair

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BARRETT STONE

NEPA/Environmental Assessments

EDUCATION:
MS, Environmental Health (Health Science Water Quality), University of South Carolina (2000) | BS, Wildlife Biology, Clemson University (1995)

EXPERIENCE:
Career: 1998 – Present
ICE: 2017 – Present

CERTIFICATIONS / TRAININGS:

- FHWA-NHI NEPA & Transportation Decision-Making
- SCDHEC CEPSCI
- Applied Fluvial Geomorphology-Rosgen Level 1
- Comprehensive NEPA Community Impact Assessment
- Environmental Justice, and Public Involvement Training
- 40-hour Basic Wetland Delineation Course
- 24-hour Interagency Consultation for Endangered Species Course

Mr. Stone has experience providing environmental services for a variety of projects throughout South Carolina. His expertise includes NEPA documentation, environmental permitting, and environmental compliance among other environmental related services. Mr. Stone's daily tasks include preparation of Environmental Assessments and Categorical Exclusions, biological assessments, review and interpretation of environmental technical reports, coordination with appropriate state and federal officials, public involvement, wetland delineations, threatened and endangered species assessments, preparation of jurisdictional determination submittals, permit submittals, mitigation planning, and acquisition of applicable Section 404 permits and State 401 Certifications. Prior to the consulting industry, Mr. Stone worked for the South Carolina Department of Health and Environmental Control (SCDHEC) for over six years where he served as an Aquatic Biologist performing stream biological surveys, water quality investigations, and fish tissue collection. He also developed and implemented water quality studies, investigation of non-point source pollution, biological monitoring (fish and macro-invertebrate), and prepared reports.

EXPERIENCE:

Butler Road Improvements – Greenville County, SC | Mr. Stone serves as the Environmental Manager responsible for NEPA compliance including public involvement. The project area includes an EJ community that required extensive public outreach along with general public involvement. Strategies and material utilized included various mailers, newsletters, signage, strategic community meeting, Spanish translation, a virtual public meeting, and an in-person meeting that was conducted in compliance with COVID-19 protocols at the time. The project consists of improving approximately 1.5 miles of existing roadway including construction of a sidewalk and multi-use path.

I-26 Widening (MM 85-101) Final Design and QC Inspection/Testing – Richland, Lexington, and Newberry Counties, SC | Mr. Stone is serving as the Environmental Manager responsible for NEPA compliance and acquisitions of the applicable Section 404/401 permits. This includes preparation of a NEPA re-evaluation; preparation/acquisition of an individual Section 404 permit from the US Army Corps of Engineers and a 401 Water Quality Certification from SC Department of Health and Environmental Control; and environmental compliance support during construction. This Design-Build project includes 16 miles of widening and reconstruction, three new interchanges, and eight overpasses north of Columbia from mile marker 85 to 101. This project will reconstruct pavement, increase capacity, and upgrade interchanges and overpass bridges to meet state and federal design requirements. SCDOT intends to widen I-26 from four lanes to eight lanes from approximately Exit 101 (US 176) to just west of Exit 97 (US 176) and from four lanes to six lanes from just west of Exit 97 (US 176) to just west of Exit 85 (SC 202) in Richland, Lexington, and Newberry Counties. Interchanges will be improved at Exit 97 (US 176), Exit 91 (S-48), and Exit 85 (SC 202). Overpass bridges will be replaced at Koon Road, Shady Grove Road, Mt. Vernon Church Road, Old Hilton Road, Peak Street, Holy Trinity Church Road, and Parr Road. The weigh station at mile marker 94 westbound will also be upgraded.

US 17 Congestion & Infrastructure Study – Charleston County, SC | As an Environmental Planner, Mr. Stone provided direct environmental support and analysis in regard to numerous potential alternatives. Services provided include a comprehensive environmental review which includes data collection and an environmental

screening for potential project impacts such has wetlands and other waters of the U.S., natural resources, endangered species, hazardous waste and underground storage tanks, air quality, and Section 4(f) and 6(f). Mr. Stone is also providing public involvement support services throughout the duration of the project. This project consists of preparing a Congestion & Infrastructure Study on US 17. The study area is approximately three miles from Avondale Avenue at Savannah Highway, across the Ashley River Bridges and through the Crosstown to its connection with I-26 near Coming Street. It includes the intersections and interchanges with major arterials such as SC 61, Wesley Drive, Folly Road, Lockwood Boulevard and the James Island Connector.

US 17 at Main Road (S-20) Interchange Improvements and Main Road (S-20) Widening – Charleston County, SC | Mr. Stone serves as the Environmental Permitting Lead responsible for the preparation and submittal of the Section 404 wetland permit and associated critical area permit to the USACE and SCDHEC-OCRM, respectively. This project consists of providing engineering services necessary for the preparation of an Environmental Impact Statement (EIS), preliminary road and bridge plans, right of way plans, and final construction plans for roadways and bridges; traffic studies for constructing a grade separated interchange at US 17 and Main Road; widening Main Road and Bohicket Road from Betsy Kerrison Parkway at River Road to Bees Ferry Road; replacing the existing Main Road Bridge over the CSX Railroad; and constructing a shared use path from the West Ashley Greenway to Bees Ferry Road. In addition, existing flooding of Main Road between US 17 and CSX Railroad will be addressed.

Pathways Project – Beaufort County, SC | This project consists of the design services necessary for the addition of a 10' pathway along sections of roadways throughout the County. The purpose of this project is to help provide safe walking routes to schools and improved access to residential communities. The total length of the pathways is approximately 16.4 miles for the projects assigned to date. Mr. Stone serves as the Environmental Manager responsible for managing and delivering all environmental services including wetland delineations, jurisdictional determinations, and subsequent wetland permitting services.

Emergency Bridge Package 2018-1 – Orangeburg and Dillon Counties, SC | As the Environmental Manager, Mr. Stone provided NEPA compliance, acquisition of Section 404/401 permitting, and environmental compliance support during construction. This Design-Build (DB) project involved the replacement of three bridges including S-50 (Four Holes Road) over I-26 in Orangeburg County and S-45 (Lester Road) over Little Pee Dee River and Swamp in Dillon County. The original 266' S-50 Bridge (which was severely damaged by vehicular impact and subsequently demolished in March 2018) was replaced with a 2-span, 45" deep Florida I-Beam bridge with a cast-in-place concrete interior bent supported by pile footings and MSE walls in front of pile-supported integral end bents. The design allowed for 2 lanes of future widening in each direction of I-26 to the inside providing a 72' clear opening for both directions of traffic. The bridge replacements on S-45 consisted of prestressed hollow-cored slab superstructures with prestressed pile-supported interior bents at both sites. All three bridges required formal seismic analysis and design in accordance with the SCDOT Seismic Design Specifications, and the S-50 site required a pushover analysis.

Fred Nash Boulevard Widening and Extension – Horry County, SC | This project consists of widening Fred Nash Boulevard to a three-lane section and extending the roadway from its current termini to a proposed intersection with Harrelson Boulevard in Horry County. Mr. Stone is serving as the Environmental Manager responsible for environmental documentation and acquisition of applicable Section 404/401 permits.

SC 421 (Poplar Street/Augusta Road) Bridge Replacement over Little Horse Creek – Aiken County, SC | SCDOT has identified the need to replace the existing SC 421 Bridge over Little Horse Creek in Aiken County, which was originally built in 1957 and reconstructed in 1972. The existing bridge structure is a T-Beam concrete cast-in-place superstructure measuring 94 feet long by 64 feet wide. The existing bridge/approach is a four-lane curb and gutter section with no median and the sidewalks are less than five feet wide. Mr. Stone serves as the Environmental Manger responsible for the completion of a Categorical Exclusion NEPA document and the acquisition of the Section 404 individual permit. The Categorical Exclusion document was completed in 2019 and included de Minimis Section 4(f) evaluation, various environmental technical studies, and public involvement efforts.

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Wade Hamilton, EI

Aviation Designer

EDUCATION:
BS, Environmental Engineering, Louisiana State University (2021)

EXPERIENCE:
Career: 2021 – Present
ICE: 2021 – Present

REGISTRATION:
Engineer-In-Training: LA #0035015

CERTIFICATIONS:
NPDES Stormwater

Mr. Hamilton serves as an Aviation Designer for ICE's Baton Rouge office, working for airport clients throughout the state of Louisiana with an emphasis on environmental projects involving hydraulic modeling, environmental site assessments, and NEPA compliance. He has cultivated an understanding of FAA environmental policies and construction specifications as well as industry safety protocols and operational standards. Mr. Hamilton has experience tracking government funding and providing project management services. He is well-versed in ArcGIS, AutoCAD, Autodesk Civil 3D, EPANET, and HEC-RAS.

EXPERIENCE:

Perimeter Fence, Allen Parish Airport – Oakdale, LA | This project involved a preliminary site investigation, wetland delineation, and preparation of GIS figures to be used for environmental permitting applications. Mr. Hamilton served as a Junior Environmental Specialist for the field investigations and as a Designer for the preliminary design. He was responsible for assisted with delineating wetlands, preparing GIS figures, and CATEX documentation.

Airport Obstruction Removal Project, Allen Parish Airport – Oakdale, LA | Serving as a Designer, Mr. Hamilton assisted in the preparation of a workplan for the clearing activities to present to the US Army Corps of Engineers. The scope included the identification of trees obstructing the navigable airspace and selection of an appropriate clearing method. Mr. Hamilton analyzed survey data pertaining to the trees and imaginary 3D surfaces representing the Airport's navigable airspace. He performed slope calculations and helped identify which trees needed to be removed.

T-Hangar Development, DeQuincy Industrial Airpark – DeQuincy, LA | Mr. Hamilton served as a Designer and assisted with the design of three t-hangar buildings and the associated pavements to access the site. Elements of the site development included hydraulic modeling, material volume calculations, and pavement design.

PREVIOUS EXPERIENCE:

Internship – Baton Rouge, LA | Mr. Hamilton served as an Aviation Design Intern for ICE's airport clients statewide. He focused on environmental disciplines including hydraulic modeling, geotechnical engineering, NEPA compliance, and wildlife mitigation. Mr. Hamilton conducted environmental assessments and tracked government funding sources and project timelines. He became abreast with FAA environmental policies and construction specifications and gained experience regarding design rationale and calculations.

Internship – Charleston, SC | Mr. Hamilton served as an Environmental Engineering Intern (II) for Meridian Energy & Environmental, LLC on a contracted project to conduct labelling and safety updates at a chemical manufacturing plant in collaboration with LANXESS Chemicals. In this role, he interpreted process and instrumentation diagrams pertaining to reactors, scrubber equipment, ventilation systems, and related machinery. Mr. Hamilton familiarized with on-site industrial safety protocols and operational standards.

Internship – Charleston, SC | Mr. Hamilton served as an Environmental Engineering Intern (I) for Meridian Energy & Environmental, LLC. During his internship, he designed a hydrogen peroxide-UV light water treatment system for local engine manufacturing clients. Mr. Hamilton also assisted the owner/principal with environmental consulting services and legalities and prepared Form R documentation for clients-based safety and product data sheets.

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BRANDON HIERS, PE, ENV SP
SENIOR CIVIL ENGINEER/PAVEMENT ENGINEER

Brandon Hiers, PE, ENV SP, serves as AVCON's Senior Pavement Engineer for airfield pavements from initial materials evaluation through construction administration and acceptance testing. He has been responsible for overall scope development for Airfield Pavement Management System (APMS) programs; in-field pavement evaluations; and modifications of standards to achieve optimal designs. Brandon has attended advanced materials courses with the Asphalt Institute and American Concrete Pavement Association and has successfully designed numerous airfield pavements utilizing both asphalt and concrete. He also serves as technical advisor on airport projects for the firm, ranging from major airfield rehabilitation projects to minor emergency repairs; airline gate, fueling and Passenger Boarding Bridge analysis; grading and drainage design; and utility adjustments. He has hands-on knowledge of FAA's FAARFIELD and COMFAA programs and is an expert at AVIPLAN, used to validate airfield geometry, simulate aircraft movements, and optimize apron utilization.

EDUCATION:
MS Construction Engineering
University of Florida

BS Civil Engineering
University of Florida

PROFESSIONAL REGISTRATION(S):
Professional Engineer, FL
No. 78617

YEARS OF EXPERIENCE:
13

YEARS WITH AVCON:
12

PERCENTAGE AVAILABLE:
30%

RELEVANT EXPERIENCE:

TAXIWAY F EXTENSION AND CONSTRUCTION OF TAXIWAY E
Winter Haven Regional Airport, Winter Haven, FL | Project Engineer
This $4.1M project consisted of extending Taxiway F to the Runway 5 and 23 ends, new construction of Taxiway E from the Runway 11 end to the intersection of Runway 5-23, and new blast pads on the Runway 5 and 23 ends. The electrical components of the project included new LED taxiway edge lights, cable and conduit, and signage. The project also included drainage improvements and markings.

RUNWAY 14-32 REHABILITATION
Valkaria Airport, Brevard County, FL | Project/Pavement Engineer
The objectives of this $3.5M project were to extend the useful life of the existing pavements, to update the pavement geometry and to enhance the safety of air operations at the airport. Another component of the project involved installing a complete FAA Medium Intensity Runway Lighting (MIRL) system using LED technology for Runway 14-32. In addition, a new electrical vault with new electrical service connection was constructed. Existing runway threshold lights on Runway 10-28 were located and connected to the new electrical vault. The lighting, marking and signage was also replaced/upgraded for the future non-precision approach.

REHABILITATION RUNWAY 4-22
Zephyrhills Municipal Airport, Zephyrhills, FL | Project Manager
Pavement rehabilitation involved recycled stabilized base construction utilizing the existing pavement structure (asphalt and limerock) prior to a 4 in asphalt overlay. Additionally, an area of concrete in poor condition at the Runway 22 end was removed and crushed on site to create additional new base material. The runway numerals were adjusted from 4-22 to 5-23 to account for the current magnetic declination. The project also included rehabilitation of the runway lighting systems (upgrade to LED edge lights, threshold lights, and REILs), new signage, and the installation of two new 4-Box PAPIs, as well as marking and grooving of the runway. A new taxiway and hold apron were constructed to de-conflict the Runway 22 and Runway 18 ends to comply with geometric requirements of FAA AC 150/5300-13A.

REHABILITATION OF RUNWAY 6-24
Kissimmee Gateway Airport, Kissimmee, FL | Project Engineer
This $2.8M project consisted of pavement and geometry analysis for rehabilitation of Runway 6-24 (5,000 x 150 ft); design provision for Runway 6 standard blast pad; airfield lighting, vault, and navigational aid analysis and design to consider future Runway 6 extension and LED versus Quartz/Halogen technology; temporary and permanent runway marking design; stormwater design and permit application; comprehensive land survey and geotechnical testing programs; comprehensive project and cost administration phase services; and FAA grant pre-application services.

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Brandon Hiers, PE, ENV SP | Airfield Electrical

RUNWAY 5-23 REHABILITATION

Tampa Executive Airport, Tampa, FL | Project Engineer

This $5.9M project included a pavement condition evaluation, rehabilitation alternatives analysis, and design of an asphalt rehabilitation for Runway 5-23 and the associated connector taxiways. To address changes in the FAA geometric requirements, the taxiway connectors were reconstructed to modify the fillet geometry between Runway 5-23 and Taxiway E. In addition, all of the runway and taxiway edge lighting, REIL's, PAPI's, and MALSR were replaced and the electrical vault upgraded to accommodate the airfield electrical improvements.

INVESTIGATION OF RUNWAY 12-30 EXTENSION

Mercedita Airport, Ponce, PR | Project Engineer

AVCON performed a preliminary inspection of the pavement at the Mercedita Airport. This included Runway 12-30 (6,900 ft x 150 ft), a single parallel taxiway, and two aprons. The commercial apron was constructed as a concrete pavement structure while all other facilities were constructed as asphalt pavement. The chronology of available aerial imagery indicates that no major rehabilitation has occurred for the concrete apron in over 20 years. The majority of the active runway was last rehabilitated in 2003 and the eastern half of the parallel taxiway was rehabilitated in 2006. A more recent project in 2010 rehabilitated the western runway extension and turn around; however this pavement has yet to be fully accepted and utilized due to issues arising from possible groundwater, construction materials, and/or construction methods. AVCON was tasked by the Puerto Rico Ports Authority with the evaluation of this specific area for determination of possible causes and remediation recommendations.

EAST AND WEST APRON REHABILITATION

DeLand Municipal Airport, DeLand, FL | Project Engineer

This $2.5 project includes the rehabilitation/reconstruction of the East and West Aprons that will be based on the Interim ALP Update (subject to FAA approval). A small section of the existing abandoned pavement will be removed as part of this project and the rest of the pavement will be rehabilitated/reconstructed for use as aircraft parking apron or taxilanes. Aircraft parking spaces will be identified, and tie-down anchors will be installed. Apron taxilanes will be delineated with pavement markings to meet the current FAA geometric requirements and eliminate "direct connect" issues with the runways. This will bring the pavements into compliance with the current FAA design standards per AC 150-5300-13A.

NORTH GENERAL AVIATION RAMP REHABILITATION

Naples Airport, Naples, FL | Project Engineer

This $2.2M project consists of rehabilitation of the flexible asphalt pavements of the North General Aviation ramp and taxilane areas located north, northeast, and east of the Terminal. Portland Cement Concrete aprons were designed around the T-hangars and other hangar buildings to keep flexible paving operations a safe distance away from the structures to prevent damage. The project included 95,000 SY's of asphalt pavement removal/milling and 12,000 tons of new asphalt placement.

RUNWAY 14-32 REHABILITATION

Valkaria Airport, Brevard County, FL | Project Engineer

The objectives of this $3.5M project were to extend the useful life of the existing pavements, to update the pavement geometry and to enhance the safety of air operations at the airport. Another component of the project involved installing a complete FAA Medium Intensity Runway Lighting (MIRL) system using LED technology for Runway 14-32. In addition, a new electrical vault with new electrical service connection was constructed. Existing runway threshold lights on Runway 10-28 were located and connected to the new electrical vault. The lighting, marking and signage was also replaced/upgraded for the future non-precision approach.

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CARL JOHNSON, EC, ACE
SENIOR AIRFIELD LIGHTING SPECIALIST

Mr. Carl Johnson, EC, ACE, has 40+ years of experience in the planning, design, construction, and maintenance of electrical distribution systems and airfield lighting systems. For the last 32 years, his primary focus has been the design and construction/ inspection of area lighting, airfield lighting and NAVAID systems. Mr. Johnson's background in construction and design experience on a wide variety of general aviation, military, and air carrier facilities gives him unique expertise in the planning and detailed design of lighting facilities. He has an extensive knowledge of NFPA, NEC, IES, FAA, and military standards. Mr. Johnson serves as a voting member on the IES Technical Committee for the Illuminating Engineering Society's Recommended Practice 37 (RP-37) Outdoor Lighting for Airport Environments. RP-37 provides FAA and industry recognized guidelines for lighting all aspects of an outdoor airport environment. Mr. Johnson has presented several papers on airfield lighting, electrical maintenance and electrical safety.

EDUCATION:
AS Computer Integrated Manufacturing Valencia Community College, 1992

PROFESSIONAL REGISTRATION(S):
Electrical Contractor, FL No. EC13003002

Airport Certified Employee – Airfield Lighting Maintenance, The American Association of Airport Executives (2008)

YEARS OF EXPERIENCE:
42

YEARS WITH AVCON:
21

AVAILABILITY:
35%

RELEVANT EXPERIENCE:

TAXIWAY G AND NEW ELECTRICAL VAULT
Ormond Beach Municipal Airport, Ormond Beach, FL | *Senior Airfield Lighting Specialist*
This $4M project included design of a full-length taxiway Golf parallel to existing Runway 17-35. AVCON completed an Electrical Vault Study and report which included make and inventory of the existing electrical vault, load measurements of equipment and airfield lighting regulators and results. The new electrical vault included a 13 ft x30 ft pre-cast concrete wall building, site constructed, with new Airport Lighting Control System (ALCS), regulators, conductors, main and auxiliary panels, main disconnects, and HVAC System. A new diesel-powered backup generator with support pad and appurtenances was also constructed.

RUNWAY 14-32 REHABILITATION
Valkaria Airport, Brevard County, FL | Senior Airfield Lighting Specialist
One component of this $4M project involved installing a complete FAA Medium Intensity Runway Lighting (MIRL) system using LED technology for Runway 14-32. In addition, a new electrical vault with new electrical service connection was constructed. Existing runway threshold lights on Runway 10-28 were located and connected to the new electrical vault. The lighting, marking and signage was also replaced/upgraded for the

REHABILITATION OF RUNWAY 6-24
Kissimmee Gateway Airport, Kissimmee, FL | Senior Airfield Lighting Specialist
The project consisted of design and bid phase services, including pavement and geometry analysis for rehabilitation of Runway 6-24 (currently 5,000 ft x 150 ft); design provision for the Runway 6 standard blast pad; airfield lighting, vault, and navigational aid analysis and design to consider future Runway 6 extension and LED versus Quartz/ Halogen technology; temporary and permanent runway marking design; storm-water design and permit application; comprehensive land survey and geotechnical testing programs; comprehensive project and cost administration phase services; and FAA grant pre-application services.

TAXIWAY F EXTENSION AND TAXIWAY E
Winter Haven Municipal Airport, Winter Haven, FL | Senior Airfield Lighting Specialist
The project consisted of extending Taxiway F to the Runway 5 and 23 ends, new construction of Taxiway E from the Runway 11 end to the intersection of Runway 5-23, and new blast pads on the Runway 5 and 23 ends. The pavement structure for all new pavements consisted of bituminous surface course on a limerock base course. The total asphalt quantity was approximately 7,225 tons of P-401 asphalt. The 10 ft-wide taxiway shoulders was constructed of compacted and stabilized subgrade. The electrical components of the project included new LED taxiway edge lights, cable and conduit, and signage. The project also included drainage improvements and marking new taxiway pavement and runway blast pads.

RUNWAY 4-22 REHABILITATION

Zephyrhills Municipal Airport, Zephyrhills, FL | Senior Airfield Lighting Specialist

Pavement rehabilitation involved recycled stabilized base construction utilizing the existing pavement structure (asphalt and limerock) prior to a 4 in asphalt overlay. Additionally, an area of concrete in poor condition at the Runway 4-22 end was removed and crushed on site to create additional new base material. As part of the project, the runway numerals we adjusted from 4-22 to 5-23 to account for the current magnetic declination. The project also included rehabilitation of the runway lighting system (upgrade to LED edge lights, threshold lights, and REILs), new signage, and the installation of new 4-Box PAPIs, as well as marking and grooving of the entire runway.

REHABILITATION OF TAXIWAYS - PHASE 1

Orlando Executive Airport, Orlando, FL | Senior Airfield Lighting Specialist

This project included the rehabilitation of the existing asphalt pavement, lighting, signage, and markings for Taxilane E and portions of Taxiways E, E4, E5, A, and B. The work also incorporated the reconstruction and realignment of Taxiway E6 and associated grading. This project was one of the first projects constructed in Florida per FAA AC 150/5300-13A (Change 1). Key project elements included milling approximately 24,000 SY of existing taxiway pavement; constructing approximately 11,500 SY of new full strength and shoulder taxiway pavement; placing 5,500 tons of P-401SP asphalt; re-aligning the Taxiway E6 centerline to improve safety; installing LED taxiway edge lights and LED signage; and replacing electrical manholes with safer, more efficient new junction can plazas.

ASSESSMENT OF EXISTING AIRFIELD LIGHTING AND AIRFIELD LIGHTING VAULT

Page Field General Aviation Airport, Ft. Myers, FL | Senior Airfield Lighting Specialist

The project included a visual assessment of existing airfield lighting, signs, and vault at Page Field General Aviation Airport in anticipation of the program to upgrade and refurbish the existing lighting systems serving the airport. The goal of the project was to assess existing conditions, evaluate the requirements for upgrades or enhancements to the various systems, and prepare a series of conceptual estimates of the work. The purpose of this assessment was to bring the lighting system into conformance with current FAA regulatory standards and modern energy initiatives. Following the assessment, AVCON prepared a project report which defined the required upgrades and provided a basis for conceptual cost estimates to be used as part of the long-term, multi-phase airfield enhancement program. The airfield lighting vault assessment identified the incoming power system, regulators, emergency generator, and airfield lighting controls system and provided a general overview of building conditions to provide a framework for long-term implementation.

AIRFIELD LIGHTING VAULT STUDY

Perry Foley Airport, Taylor County, FL | Senior Airfield Lighting Specialist

The project included a detailed field evaluation and electrical capacity assessment to identify the requirements needed to upgrade and refurbish airfield electrical improvements and the existing airfield lighting vault serving Perry Foley Airport. The project included a program to conduct a field evaluation and electrical capacity assessment of the lighting vault in order to establish the baseline operating parameters of the vault. These results enabled the team to make a detailed assessment of upgrade requirements and define the airfield electrical improvement project. The study also included evaluation of vault and beacon tower lightning protection.

REHABILITATION RUNWAY 9L - 27R

Cecil Airport, Jacksonville, FL | Senior Airfield Lighting Specialist

Art performed design quality assurance reviews, provided construction administration phase services, and served as liaison to the Airport for this runway rehabilitation project. Construction consisted of demolition of two historic airplane arresting systems, de-coupling the pavement at the intersection with RW 18R – 36L, milling and resurfacing (M&R) 2-in of asphalt pavement for the 50-ft center keel of the runway, and M&R 1.5-inches for the 75-foot outer sides of the keel section. Also included were adjustments to the intersecting taxiway edge lighting, airfield signing adjustments, and re-painting the runway pavement markings.

RUNWAY 18L-36R REHABILITATION

Cecil Field, Jacksonville, FL | Senior Airfield Lighting Specialist

This rehabilitation project consisted of removing and replacing the center 50-foot concrete keel section of pavement—500' at the 18L end and 5,000' at the 36R end. The project also included remarking the entire runway to current standards. A short construction schedule, 120 days, was implemented to reduce the amount of time the runway would be closed. The project was successfully completed on time due to the combined efforts of the Contractor, RPR, JAA Staff, VQQ staff, and the Engineer.

MARK GOODACRE, ACE
SENIOR ELECTRICAL DESIGNER

Mark Goodacre, ACE has more than 40 years of experience in the planning, design, construction, and maintenance of electrical distribution systems and airfield lighting systems. He is an AAAE Airport Certified Employee (ACE) in the field of Airfield Lighting Maintenance, and he serves as an instructor for the Florida Airports Council's (FAC) Basic Airfield Electrical Safety Workshop. He has experience preparing design documentation for an airfield's lighting layout and circuitry for all associated Runways, Taxiways and Parking Aprons. Additionally, he has special expertise in 3D modeling. Mark's extensive airfield lighting and NAVAID experience includes work at VQQ, MCO, SFB, Patrick Air Force Base, and AVL.

EDUCATION:
AS Mechanical Engineering
State University of New York - Farmingdale

PROFESSIONAL REGISTRATION(S):
Airport Certified Employee (ACE) Airfield Lighting Maintenance (AAAE)

YEARS OF EXPERIENCE:
41

YEARS WITH AVCON:
20

AVAILABILITY:
35%

RELEVANT EXPERIENCE:

EAST AND WEST APRON REHABILITATION
DeLand Airport, DeLand, FL | *Senior Electrical Designer*
This $2.5M project includes the rehabilitation/reconstruction of the East and West Aprons that will be based on the Interim ALP Update (subject to FAA approval). A small section of the existing abandoned pavement will be removed as part of this project and the rest of the pavement will be rehabilitated/reconstructed for use as aircraft parking apron or taxilanes. Aircraft parking spaces will be identified, and tie-down anchors will be installed. Apron taxilanes will be delineated with pavement markings to meet the current FAA geometric requirements and eliminate "direct connect" issues with the runways. This will bring the pavements into compliance with the current FAA design standards per AC 150-5300-13A.

REHABILITATE, MARK AND LIGHT RW 18-36
Wauchula Regional Airport, Wauchula, FL | Senior Electrical Designer
This $2.2M project comprised rehabilitating Runway 18-36 as well as standard Blast Pad design provisions, Medium Intensity Runway Light (MIRL) rehabilitation, REIL units, Airfield Lighting Vault study and necessary modifications, Navigational Aids (PAPI-4) analysis and design to consider LED technology, temporary and permanent Runway Marking design, stormwater and environmental review design, and obstruction clearing in both approaches per the latest AMPU.

TAXIWAY G AND NEW ELECTRICAL VAULT
Ormond Beach Municipal Airport, Ormond Beach, FL | *Senior Electrical Designer*
This $4M project included design of a full-length taxiway Golf parallel to existing Runway 17-35. AVCON completed an Electrical Vault Study and report which included make and inventory of the existing electrical vault, load measurements of equipment and airfield lighting regulators and results. The new electrical vault included a 13 ft x30 ft pre-cast concrete wall building, site constructed, with new Airport Lighting Control System (ALCS), regulators, conductors, main and auxiliary panels, main disconnects, and HVAC System. A new diesel-powered backup generator with support pad and appurtenances was also constructed.

TAXIWAY B RECONSTRUCTION
Zephyrhills Municipal Airport, Zephyrhills, FL | Senior Electrical Designer
This project primarily consisted of rehabilitating Taxiway B which was 5,150 ft x 35 ft. The project was divided into two separate bid schedules (to address AIP eligible and non-AIP eligible work). Bid Schedule A consisted of removal of existing asphalt surface course and limerock base course of Taxiway B (35 ft wide); placement of new P-401GY (4 in) asphalt over 6 in P-211 Limerock base course; fillet widening at the Taxiway B/Taxiway A intersection; new construction at the Taxiway B/Runway 1-19 intersection; new airfield markings; new LED lighting; and new LED signage. Bid Schedule B comprised removal of existing limerock and asphalt (outside 35 ft wide Taxiway B limits) near the Terminal Ramp; placement of new P-401GY (4 in) asphalt over 6 in P-211 Limerock base course; and crack sealing and seal coating the remaining Taxiway B pavement outside the reconstruction limits.

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RUNWAY 14-32 REHABILITATION

Valkaria Airport, Brevard County, FL | Senior Electrical Designer

One component of this $4M project involved installing a complete FAA Medium Intensity Runway Lighting (MIRL) system using LED technology for Runway 14-32. In addition, a new electrical vault with new electrical service connection was constructed. Existing runway threshold lights on Runway 10-28 were located and connected to the new electrical vault. The lighting, marking and signage was also replaced/upgraded for the future non-precision approach.

NEW ELECTRICAL VAULT LIGHTING DESIGN

Kissimmee Gateway Airport, Kissimmee, FL | Senior Electrical Designer

AVCON was responsible for the design of the building electrical/lighting and sizing of vault equipment and ALCS system. AVCON also provided an electrical site plan to indicate the power services lines, transformer pad locations, generator housing, control cable (hardware or fiber optic), airfield homeruns, etc. Some specific elements of the project included: electrical service for the airfield lighting vault which powers both the vault and ATCT; energy efficient LED lighting throughout the facility; grounding/lightning protection including a complete UL master label lightning protection system; a complete, addressable fire alarm and mass notification system; and a L-890 Airfield Lighting Control and Monitoring System (ALCMS) to monitor and control the constant current regulators, airport beacon, utility power and generator power systems.

REHABILITATION OF RUNWAY 6-24

Kissimmee Gateway Airport, Kissimmee, FL | Senior Electrical Designer

The project consisted of design and bid phase services, including pavement and geometry analysis for rehabilitation of Runway 6-24 (currently 5,000 ft x 150 ft); design provision for the Runway 6 standard blast pad; airfield lighting, vault, and navigational aid analysis and design to consider future Runway 6 extension and LED versus Quartz/Halogen technology; temporary and permanent runway marking design; storm-water design and permit application; comprehensive land survey and geotechnical testing programs; comprehensive project and cost administration phase services; and FAA grant pre-application services.

TAXIWAY F EXTENSION AND TAXIWAY E

Winter Haven Municipal Airport, Winter Haven, FL | Senior Electrical Designer

The project consisted of extending Taxiway F to the Runway 5 and 23 ends, new construction of Taxiway E from the Runway 11 end to the intersection of Runway 5-23, and new blast pads on the Runway 5 and 23 ends. The pavement structure for all new pavements consisted of bituminous surface course on a limerock base course. The total asphalt quantity was approximately 7,225 tons of P-401 asphalt. The 10 ft-wide taxiway shoulders was constructed of compacted and stabilized subgrade. The electrical components of the project included new LED taxiway edge lights, cable and conduit, and signage. The project also included drainage improvements and marking new taxiway pavement and runway blast pads.

RUNWAY 4-22 REHABILITATION

Zephyrhills Municipal Airport, Zephyrhills, FL | Senior Electrical Designer

Pavement rehabilitation involved recycled stabilized base construction utilizing the existing pavement structure (asphalt and limerock) prior to a 4 in asphalt overlay. Additionally, an area of concrete in poor condition at the Runway 4-22 end was removed and crushed on site to create additional new base material. As part of the project, the runway numerals we adjusted from 4-22 to 5-23 to account for the current magnetic declination. The project also included rehabilitation of the runway lighting system (upgrade to LED edge lights, threshold lights, and REILs), new signage, and the installation of new 4-Box PAPIs, as well as marking and grooving of the entire runway.

RUNWAY 9R MALSR

Cecil Airport, Jacksonville, FL | Senior Electrical Designer

This project consisted of technical planning assistance, survey and base drawings, engineering design, specifications, scheduling, cost estimating, bidding, and construction phase services in connection with the installation of a Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) for Runway 9R. The project included siting, site preparation, utility service coordination, clearing and coordination with FAA to ensure a fully functional system.

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RICHARD OSBORNE, CM, ACE

Planning

Mr. Osborne serves as a Vice President of Aviation Planning for ICE supporting aviation projects throughout the Southeast. He is responsible for the production of aviation planning projects including master plans, airport layout plans, statewide system plans, benefit-cost analyses, Part 77 surface evaluation, runway length analyses, conceptual airport development plans, and various specialty studies. He assists with the project review process to ensure that the product delivered to clients is consistent, correct, and continuously improving. Mr. Osborne manages the planning staff in concert with the client and subconsultants to coordinate planning efforts; FAA Advisory Circular compliance; and design of airport facilities, projects, and programs. He is involved in the preparation of plans, reports, staff guidance, proposal preparation, and business development. Prior to joining ICE, Mr. Osborne served as the Director of Planning & Engineering for the Roanoke Regional Airport & Commission in Virginia and the Airport Director at for the City of Winter Haven in Florida. This experience from various locations provides him extensive knowledge of the aviation industry that he utilizes for his clients and the products he delivers.

EDUCATION:
BS, Professional Aeronautics, Aviation Safety (Minor), Embry-Riddle Aeronautical University (2002)

AS, Architectural Design and Construction Technology, Hillsborough Community College (1995)

EXPERIENCE:
Career: 1993 – Present
ICE: 2021 – Present

REGISTRATIONS:
AAAE Certified Member (CM)
AAAE Airport Certified Employee (ACE – Part 139 Operations)

CERTIFICATIONS/ TRAINING/LICENSES:
FAA Private Pilot's Certificate
FAA Small UAS Certificate
Airfield Lighting Training
Florida Real Estate License

EXPERIENCE:

Customs & Border Patrol Point of Entry Study, Brooksville-Tampa Bay Regional Airport – Brooksville, FL | The Airport wanted to investigate the feasibility of establishing a point-of-entry through the implementation of a Customs & Border Patrol Point (CBP) facility. As Project Manager, Mr. Osborne coordinated with CBP personnel, reviewed available guidance, and performed an analysis of potential revenues versus expenses to determine financial feasibility. The forecast of activity and revenues determined that this facility would likely require subsidization with airport finances.

Runway Length Justification Study, Daytona Beach International Airport – Daytona Beach, FL | The FAA required a runway length evaluation of the Airport's main runway, Runway 7L-25R, to determine whether tangible evidence existed to warrant partial or full funding of the rehabilitation. Historical operational data gathered from the FAA FAA's Air Traffic Activity Data System (ATADS) and from the Bureau of Transportation Statistics (BTS) was utilized to determine that a length ranging between 8,100 and 8,800 feet was required. As a result, the pending maintenance project for the full runway length was funded by the FAA. Mr. Osborne served as Senior Planner and Project manager of this effort.

Master Plan Update, Sarasota International Airport – Sarasota, FL | Serving as Project Manager, Mr. Osborne was responsible for the production and oversight of the various master plan elements at the Airport. Mr. Osborne coordinated with team consultants, tenants, airport staff, and staff to gather and share project information to recommend improvements which would allow the Airport to accommodate the anticipated demand throughout the 20-year planning period. Some of the recommended improvements included the re-alignment of taxiways to comply with FAA standards, new rental car off-site facility, commercial apron expansion, and provisions for additional commercial hangar facilities.

Master Plan Update, Tallahassee Regional Airport – Tallahassee, FL | Mr. Osborne served as Senior Airport Planner responsible for the Master Plan Update. Alternatives were taken from the Master Plan Report and integrated into an ALP set and a subsequent Financial Plan showing phasing and cost estimates for all projects scheduled during the 20-year planning period. Grants, Passenger Facility Charges (PFC), and local funds were

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allocated to fund various projects and the costs were then integrated into the Airport's financials to show financial deficits and surpluses.

Hillsborough County General Aviation Master Plan Updates – Hillsborough County, FL | Mr. Osborne served as Project Manager and provided oversight for the development of master plan updates for three general aviation (GA) airports: Peter O. Knight Airport (TPF), Tampa Executive Airport (VDF), and Plant City Airport (PCM). The updates assessed the operational efficiency, effectiveness, and safety of each airport; evaluated the airfield configuration, layout, and circulation for conformance with FAA guidance and regulations; developed a business plan that identifies the potential for new revenue generating sources within each airport's existing and/or ultimate property boundaries; evaluated and incorporated the aviation needs of both airport users and the surrounding communities; and assessed the needs of current tenants and requirements necessary to attract new tenants and/or to expand facilities.

Runway 4-22 Airplane Reference Code (ARC) and Runway EMAS Evaluation, Sarasota-Bradenton International Airport – Sarasota, FL | The crosswind runway, Runway 4-22, lacked the needed safety area to accommodate the activity that regularly utilized the runway. Mr. Osborne serving as Project Manage and performed an in-depth analysis of the Airport's operational activity to establish the runway's takeoff and landing length requirements to determine if threshold displacement was a viable option. He was responsible for the oversight and analyses of upgrading an existing general aviation runway from a B-II to a D-II while providing adequate safety area through use of an Engineered Material Arresting System (EMAS). Due to the frequent operations by the Canadair Regional Jet, the resulting analyses determined the only feasible solution that would preserve the runway's takeoff and landing lengths by incorporating the Engineered Material Arresting System (EMAS) at both runway ends.

A380 Implementation Strategy Project, Miami International Airport – Miami, FL | Serving as Aviation/Planner, Mr. Osborne was responsible for determining the most economically feasible improvement alternatives to accommodate the A380 at Miami International Airport. Two separate runway alignments were evaluated along with their respective taxi routes. Alternatives and cost estimates were developed to provide adequate runway and taxiway requirements as indicated in FAA Engineering Briefs #63 and #65.

Passenger Parking Lot Reconfiguration, Roanoke-Blacksburg Regional Airport – Roanoke, VA | Mr. Osborne served as Director of Planning & Engineering and coordinated closely with the civil engineer to reflect changes and improvements to the Airport's main passenger terminal parking facility. The parking lot had not been renovated in many years and was in dire need of rehabilitation and reconstruction. The newly renovated lot included a repositioned toll booth, a roundabout entrance road, and a new cell phone lot.

Consolidated Rental Car (CONRAC) Facility, Roanoke-Blacksburg Regional Airport – Roanoke, VA | Utilizing customer facility charge funding, the Airport constructed a CONRAC facility to be located east of the existing terminal facility. The facility included offices, lighting, HVAC, electrical, plumbing, and signage improvements. Serving as Director of Planning & Engineering, Mr. Osborne was responsible for project oversight which included coordination, budget, schedule, and final inspection.

Airfield Signage and Lighting Project, Roanoke-Blacksburg Regional Airport – Roanoke, VA | As Director of Planning & Engineering, Mr. Osborne coordinated with the Airport's engineering consultant to develop and modify plans, specifications, and ultimately the bid advertisement to select a construction contractor. Prior to the start of construction, Mr. Osborne also coordinated closely with the FAA tower and all airline and cargo operators to inform them of planned closures and night construction activity.

Building 51 Renovation Project, Roanoke-Blacksburg Regional Airport – Roanoke, VA | The Airport purchased a 50,000 square foot building that was located adjacent to the existing property boundary. A large portion of the main floor of the building was renovated for a future tenant. The Project included reconfiguration of the interior, electrical improvements, data cabling, carpet, tile, security access, and two white noise systems. Mr. Osborne served Director of Planning & Engineering and was responsible for project oversight.

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Richard Osborne, CM, ACE | Planning

Concourse A Renovation, Piedmont Triad International Airport – Greensboro, NC | Mr. Osborne served as Director of Planning and worked closely with a large team of consultants to perform various planning tasks for the renovation. These tasks included a detailed aircraft parking and hold room analyses with slope calculations along with the development of multiple schematic drawings.

Master Plan Update, Myrtle Beach International Airport – Myrtle Beach, SC | As Director of Planning, it was Mr. Osborne's responsibility to work closely with the Airport and allocate the resources needed to complete each task on-time and within budget. Current improvement plans include a runway extension, reconfigured parking and access, terminal and concourse expansion, commercial aeronautical development, and land acquisition.

Terminal Gate Utilization and Space Study, Myrtle Beach International Airport – Myrtle Beach, SC | Serving as Director of Planning, Mr. Osborne conducted a thorough evaluation of the terminal space and compared it against the Airport Cooperative Research Program (ACRP) 25 – Airport Passenger Terminal Planning and Design. As a result of this analysis, detailed space needs were identified for various areas of the Airport including hold room, ticket offices, ticket counters, circulation space, restrooms, concessions, and other space needs by type.

New Heliport, Annie Penn Hospital – Reidsville, NC | Mr. Osborne, Director of Planning, worked closely with hospital staff to plan for a new hard surface helicopter landing facility. The study included the analyses 77 surfaces, the identification of obstructions to be lighted or removed, and preliminary construction cost estimates.

Corporate Hangar and Apron Construction, Mount Airy/Surry County Airport – Mount Airy, NC | As Inspector for construction of this corporate hangar project, it was Mr. Osborne's responsibility to ensure that the contractor complied with the plans and specs as needed for a quality product. The Project included substantial grading, drainage improvements, lighting relocation, hangar erection, and apron construction.

Drainage Improvements Project, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | Serving as Airport Manager, Mr. Osborne worked closely with the civil engineer to implement a project to resolve various drainage issues that presented after heavy precipitation events. A plan was developed to divert water in different directions through site grading improvements and to improve drainage flow through the installation by removing vegetation within existing drainage areas and by installing new culverts for improved water flow.

Airport Lighting & Signage Project, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | As the Owner's Representative, Mr. Osborne coordinated closely with the Airport Engineer to provide input on the development of plans and specs for the advertisement for a construction contractor. After the selection of such, Mr. Osborne acted as the Onsite Representative providing construction oversight needed for staging, airfield access, in-field changes, and punch list items.

ADG-VI Airfield Upgrades Benefit Cost Analysis, Huntsville International Airport – Huntsville, AL | The Madison County Executive Airport Authority (MCEAA) desired a benefit cost analysis (BCA) for the purpose of justifying up to $80 Million in discretionary funding to upgrade the existing airfield to accommodate the 747-800 (ADG-VI) aircraft. The BCA concluded that the improvements would provide a benefit ratio of 1.0 or greater and were therefore deemed financially justifiable. Mr. Osborne served as Manager of Operations – Aviation Planning responsible for the BCA that was approved by the FAA.

Runway End Siting and Obstruction Analysis, Baton Rouge Metropolitan Airport – Baton Rouge, LA. | Obstructions that were once located within the approach paths of Runways 4L and 22R required that the thresholds be displaced to provide adequate clearance. The airport staff had removed many of these obstructions and the Airport desired an updated survey to reevaluate the approaches to determine whether the thresholds could be relocated closer to the runway ends for additional landing length capability. Mr. Osborne served as Project Manager responsible for this extensive planning effort. After evaluating multiple man made and vegetative obstacles in relation to FAA, FAR, and TERPs criteria, it was determined that some tree removal was required prior to relocating the thresholds to the end of usable pavement.

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Richard Osborne, CM, ACE | Planning

Master Plan Update, Columbia Metropolitan Airport – Columbia, SC | Serving as Deputy Project Manager, Mr. Osborne was responsible for the inventory, facility requirements, and ALP set components. During the facility requirements analysis, it was discovered that the main runway did not comply with FAA line of sight standards. Additional improvements included taxiway widening, apron expansions, and relocation of the airport's general aviation facilities to a new complex located on the south side of the Airport. In addition, provisions were made for relocation of the airport's Air Traffic Control Tower and Air Rescue and Fire Fighting (ARFF) facilities.

Aircraft Gate Utilization and Ramp Re-Marking Plan, Greenville Spartanburg International Airport – Greer, SC | The Airport replaced/upgraded 12 of their passenger boarding bridges and prompted staff to evaluate their new passenger boarding bridge performance capabilities to develop an updated aircraft parking and apron marking plan. This study evaluated each of the Airport's existing 13 gate locations (9 gates on Concourse A and 4 gates on Concourse B). Mr. Osborne served as Senior Airport Planner responsible for the new development plan that included the addition of three additional aircraft parking positions and striping plans that denoted the wheel stop locations, blast areas, and aircraft exterior silhouette markings.

Establishment of LPV Approach Procedures, Seven C's Ranch Airport – Freer, TX | The owner of a private airport desired to implement Lateral Performance with Vertical (LPV) guidance approach procedures to each runway end such that it could be accessed during IFR conditions. An Aeronautical survey was conducted and uploaded to the FAA's AGIS website in accordance with Advisory Circulars 150/5300- 16A, 17C, and 18B. Mr. Osborne, Senior Airport Planner, developed an ALP style plan along with an approach evaluation. He coordinated with both the FAA and the owner to get the new procedures implemented and published.

ATCT Tower Shadow and Line of Sight Study, Hammond Northshore Regional Airport – Hammond, LA | Due to increases in activity by larger aircraft, the Airport received a grant to construct an Airport Traffic Control Tower. To identify a suitable location and cab floor height, a shadow analysis was conducted by Mr. Osborne, Senior Airport Planner, performed technical analysis and served as the point of contact to the Airport Manager. Due to Airport's ILS system, the tower height and location was also compared to the TERPS surfaces for impacts. Ultimately, a location and height were identified, and the project moved forward to the design phase.

Runway Reconstruction and Taxiway Analysis Study, McGhee Tyson Airport – Knoxville, TN | A prior evaluation of Runway 5L-23R revealed that the profile did not conform to FAA line of sight standards and therefore posed a potential safety threat that could only be resolved through reconstruction. The new grades and slopes associated with the runway's reconstruction would ultimately affect all taxiways leading to the runway. For this reason, the Metropolitan Knoxville Airport Authority (MKAA) requested that the Airport's entire taxiway network be re-evaluated to identify improvements needed to improve access, capacity, efficiency, or safety. The methods and guidance provided in FAA Engineering Brief 75 (EB75) guided the proposed locations and alignments of development of preliminary concepts that were produced for the MKAAs review and comment. Mr. Osborne served as Senior Airport Planner responsible for project management, technical analysis, and client coordination. Meetings between the MKAA and FAA ATCT personnel were held to review the alternatives and to discuss methods to facilitate smooth traffic flow during construction. Based on the various analyses and meetings conducted, a preferred development concept and accompanying narrative report was developed and included preliminary engineering cost estimates.

Taxiway Widening/Temporary Runway Utilization, Chennault International Airport – Lake Charles, LA | Serving as Project Manager, Mr. Osborne reviewed the geometrical runway design standards to identify potential obstructions that could impact the utilization of Taxiway 'A' as an 8,000' temporary runway. He was also responsible for preparing detailed alternatives that were developed and presented to the Airport for their review and evaluation. As a result, a preferred alternative was identified that the Chennault International Airport Authority (CIAA) would continue to pursue in the future via design and construction.

Airport Overlay District, Lancaster County Airport McWhirter Field – Lancaster, SC | Mr. Osborne served as Senior Airport Planner responsible for developing an airport overlay district to restrict development adjacent to airport property that could otherwise negatively affect the airport's approach procedures or ability to extend its runways in the future. The overlay district ensured that compatible land uses were developed adjacent to the

Airport's property and the runway ends. Once submitted, the overlay district was adopted by the County and is now defined in Sec. 3-43, Sec 3-44, and Sec. 3-45 of Lancaster County's Code of Ordinances.

Gate Utilization Study, McGhee Tyson Airport – Knoxville, Tennessee | Mr. Osborne served Senior Airport Planner responsible for the study that created an updated aircraft parking plan. The purpose of the study was to gather accurate structural location and gate performance data to develop a plan that allowed the Metropolitan Knoxville Airport Authority (MKAA) to maximize the utilization of the concourse for aircraft parking, remain overnight (RON) parking, and for power-in/power-out operations. The layouts were developed under the assumption that the gates would be managed in a more efficient common-use arrangement in the future.

Master Plan Update, Tyler Pounds Regional Airport – Tyler, TX | Serving as Senor Airport Planner, Mr. Osborne was responsible for the development of the airport's financial implementation plan and capital improvement program (CIP). He worked closely with the airport director and accounting department to retrieve financial information and to understand the flow of finances. An accurate financial plan forecast, cash flow analysis, and phasing plans were developed to provide the Airport with a vision of future projects and their associated impacts on the finances.

Hangar Feasibility Study, Anderson Regional Airport – Anderson, SC | Serving as Senior Airport Planner, Mr. Osborne created a development plan to construct T-hangars, corporate hangars, and large commercial hangars to make use of a $2.5 Million revenue bond for the Anderson County Regional Airport (AND). A report was produced that illustrated the rates and charges of nearby airports and identified the demand for the various hangar types. Preliminary engineering cost estimates were developed, and potential rates and charges were shown to demonstrate the income potential of each hangar facility by type.

Master Plan Update, Jim Hamilton - L.B. Owen Airport – Columbia, SC | A changing economic climate and new airport vision facilitated the need for updated Master Plan. A review and forecast of activity showed that additional runway length and commercial, corporate, and T-hangar facilities would be necessary to accommodate demand through the 20-year planning period. The proposed plan depicted provisions for new facilities and identified many existing nonstandard conditions including ROFA and FAR Part 77 penetrations as well as a nonstandard runway to taxiway separation issues that were addressed through modification of design standards. Mr. Osborne served as Senior Airport Planner and Project Manager for the Master Plan Update effort.

Master Plan Update, Alexandria International Airport – Alexandria, LA | Mr. Osborne served as the Deputy Project Manager for the England Economic & Industrial Development District. He was responsible for the oversight and production of various master plan components including the Airport Layout Plan Set and inventory chapter. He has close coordination with airport authority staff was necessary to ensure the accuracy and detail of the various Master Plan improvements that were reflected within the ALP Set.

Master Plan Update, Upshur County Airport – Buckhannon, WV | Serving as Project Manager, Mr. Osborne performed engineering and planning services as required create a Master Plan and Airport Layout Plan. In addition to typical master plan elements, this study included mapping services and aeronautical survey of features on and adjacent to the Airport property and within the approach paths to each runway end. This work was subcontracted with a certified title attorney to establish the airport's ownership rights to subsurface minerals in order to identify an alternate source of revenue potential in the future.

Airport Business Plan and ALP Update, Lexington County Airport – Pelion, SC | Lexington County purchased the Airport from the town of Pelion and desired to investigate methods of achieving financial sustainability. A review of the Airport's finances and demand in the area concluded that T-hangar development, runway upgrades, and private development could collectively benefit the airport and help the county achieve its financial goals. Mr. Osborne served as Senior Planner and Project Manager for the ALP Update and Business Plan efforts. The development recommendations of the business plan were incorporated into the master plan alternatives and ultimately into the Airport Layout Plan Set.

Master Plan Update, Smith Reynolds Airport – Winston Salem, NC | Mr. Osborne served as position/role assisting in the development of a Master Plan Update for one of few FAR Part 139 general aviation airports in

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the US. The 20-year development plan included recommendations to upgrade airfield navigational aids, improve approach procedures, and identified many areas within the airport's boundaries that would be slated for maintenance repair and overhaul (MRO) facilities as well as for general aviation and corporate hangar development.

Other Master Plan / ALP Updates:

- Aiken Regional Airport – Aiken, SC
- David G Joyce Airport – Winnfield, LA (ALP Update)
- South Lafourche Leonard Miller, Jr. Airport – Galliano, LA
- Darlington County Airport – Darlington, SC
- Zephyrhills Municipal Airport – Zephyrhills, FL
- Danville Regional Airport – Danville, VA
- M Graham Clark Downtown Airport – Branson MO
- Spacecoast Regional Airport – Titusville, FL
- St. Augustine Regional Airport – St. Augustine, FL
- Peter Prince Airport (2R4) – Milton, FL
- Orlando Sanford Airport – Sanford, FL
- Isla Grande Airport – San Juan, Puerto Rico

Miscellaneous Aviation Planning Studies:

- Cargo Study, Baltimore Washington International Airport (BWI) – Baltimore, Maryland
- Tower Line of Sight/Shadow Analysis, St. Petersburg-Clearwater International Airport – Clearwater, FL
- On-Call Services, Palm Beach International Airport – West Palm Beach, FL
- On-Call Services, Daytona Beach International Airport – Daytona Beach, FL
- On-Call Services, Galliano Airport – Cut Off, LA
- Environmental Assessment, La Isabela International Airport – Dominican Republic

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MARY SODERSTRUM, AIA, NCARB
SENIOR AIRPORT PLANNER

Mary Soderstrum has over 41 years of experience as an airport planner, a senior aviation executive, facilities programmer, aviation activity forecaster, and architect. She has extensive expertise in airport master planning; facilities forecasting; and planning and design of aviation facilities including passenger terminals, aprons, airside facilities, terminal renovation, and airport expansion programs. Ms. Soderstrum was part of the team that wrote the FAA Advisory Circular 150/5070-6 Airport Master Plans, and she was the principal author of the FDOT Airport Master Plan Guidebook (2010). She recently served as a team member for the FDOT Airport Master Plan Guidebook 2021-2022 Update and the Aviation Project Handbook 2019 Update.

EDUCATION:
Bachelor of Architecture, 1976
University of Kansas

BS Environmental Design, 1975
University of Kansas

PROFESSIONAL REGISTRATION(S):
Professional Architect, FL
No. 0012255

Professional Architect, MO
No. 003931

YEARS OF EXPERIENCE:
41

YEARS WITH AVCON:
10

RELEVANT EXPERIENCE:

AVIATION PROJECT HANDBOOK
FDOT Central Office, Tallahassee, FL | Chief Planner
This project represented annual revisions to the prior Aviation Project Handbook to reflect current statutory regulations and state policies related to aviation funding for capital improvement projects at Florida public-use airports. The Handbook serves as an airport reference manual on the range of state-funding programs for airports, including eligibility criteria as well as conditions and other parameters for applying for aviation grants. In addition to grants, they provide guidance on the State Infrastructure Bank loans and provides current contact information for FAA and FDOT District officials.

GUIDEBOOK FOR AIRPORT MASTER PLANNING
FDOT Central Office, Tallahassee, FL | Chief Planner
This annual project involves a wholesale update to the FDOT's airport master planning manual, including the incorporation of updated data to reflect current FDOT and FAA polices for airport master plans. The Guidebook is the preeminent tool for Florida airports initiating a master plan update as it provides detailed and up-to-date guidance on the various technical elements of a master plan, methods for addressing these elements, and the state policies that compel airports seeking state funding assistance.

PTGA PROJECT SCOPE DESCRIPTIONS
FDOT Central Office, Tallahassee, FL | Chief Planner
This project included the development of project scope descriptions for use by the FDOT Aviation Office in administrating Public Transportation Grant Agreements (PTGAs) with Florida Airports. AVCON coordinated project types consistent with FAA National Priority Ratings and created unique project scope descriptions for the FDOT to utilize in the distribution and execution of state aviation grants to support airport projects. The project scope descriptions identified services commonly associated with airport projects and were developed consistent with Florida statutory requirements for state funding.

MASTER PLAN UPDATE
Ocala International Airport, Ocala, FL | Project Manager
Updated the existing Master Plan and Airport Layout Plans that justified the extension of the primary runway, provided for development of non-aeronautical development on the west side of the airfield, and developed the justification for an ATCT.

AIR TRAFFIC CONTROL TOWER SITING STUDY
Ocala International Airport, Ocala, FL | Project Manager
Directed the study that analyzed three sites on the Airport for the best location of a new contract ATCT based on the new Alternative Siting Process delineated in FAA Order 6480.4A.

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Mary Soderstrum, AIA, NCARB | Planning

AIR TRAFFIC CONTROL TOWER ENVIRONMENTAL ASSESSMENT

Ocala International Airport, Ocala, FL | Project Manager

Performed an environmental assessment on the selected ATCT site to assess the impacts the construction and operation the Tower could have on the environment.

SPACEPORT LAUNCH SITE OPERATOR'S LICENSE APPLICATION

Cecil Airport, Jacksonville, FL | Project Manager

Directed the highly detailed License Application process, which included not only risk assessments for the flight corridor of the anticipated vehicles but also addressed safety and security issues at the Spaceport and the surrounding community but also established a local emergency response plan.

SPACEPORT ENVIRONMENTAL ASSESSMENT

Cecil Airport, Jacksonville, FL | Project Manager

Directed the environmental assessment necessary for a launch site operator's license to operate Cecil Airport as a horizontal launch spaceport for reusable launch vehicles that are being developed as commercial vehicles that will take passengers and payloads into a suborbital flight and return.

INTERIM ALP UPDATE

Gainesville Regional Airport, Gainesville, FL | Project Manager

This project comprises development of an Interim ALP Update concentrating on Taxiway A and ensuring that it meets FAA AC 150/5300-13A.The project consists of geometry changes to Taxiway A. The changes consist of taxiways and taxiway stubs and associated fillets as they meet Taxiway A. These changes will show an extension of Taxiway A west to remove the curve in the existing taxiway before it reaches the threshold of Runway 7 and replacing the curve with a 90-degree angle. In addition, the run-up pads located on Taxiway A-4 and the west end of Taxiway A are being reconfigured to conform with FAA AC 150/5300-13A and sized to accommodate the appropriate sized and number of aircraft; future Taxiway D will be removed per the FAA-ADO; Taxiway A-5 is being reconfigured to move the connection with Taxiway A further to the east to have Taxiway A-5 meet Taxiway A at a 90-degree angle; the existing direct connection between the General Aviation apron and Taxiway A-5 is being removed; Taxiway A-1 is being removed; appropriate fillet size/radius of each turn for both ends of each taxiway connector to Taxiway A is being provided; Building Number 27 is being removed; and the old ARFF building is being removed. AVCON is also preparing cost estimates for the design and construction phases of the Taxiway A project.

MASTER PLAN UPDATE

Perry Foley Airport | Senior Airport Planner

This Master Plan Update included inventory of existing conditions, forecasts of aviation activity, environmental considerations, facility requirements, demand capacity analysis, runway length analysis, wind coverage analysis, the development and evaluation of alternatives, the development of an Airport Industrial Park on the site of a runway recommended for closure, the refinement of the preferred alternative, the updating of the Airport Layout Plan, the development of a Capital Improvement Program with project descriptions, cost estimates, and proposed project schedules.

AIRPORT LAYOUT PLAN UPDATE

Zephyrhills Municipal Airport, Zephyrhills, FL | Senior Airport Planner

This detailed Airport Layout Plan Update (ALP) included the development of new Aviation Activity Forecasts, the determination of the Primary Runway, the determination of runway lengths and widths, a Capital Improvement Program and the determination of funding sources, as well as a complete update of the Airport's Property Map.

MASTER PLAN UPDATE

Wauchula Municipal Airport, Wauchula, FL | Project Manager

This Airport Master Plan Update was prepared for the City of Wauchula and the Wauchula Municipal Airport to provide long-range airport improvement strategies that address the future demand for aviation and aviation-related services at the Wauchula Municipal Airport. This study considered future airport improvements for a 20-year period of 2012 to 2031.

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ANDREW NAZARKEWYCH

Planning

EDUCATION:
AS, Computer Drafting and Design, ITT Technical Institute (2003)

EXPERIENCE:
Career: 2002 – Present
ICE: 2019 – Present

Mr. Nazarkewych is a Senior Aviation Planning Designer and leads the production of aviation planning graphics and technical analyses for the firm. He has completed numerous Airport Layout Plans (ALPs) for airports throughout the country as well as specialty aviation planning assignments. Mr. Nazarkewych specializes in creating unique opportunities to constantly improve the production and quality of products and works across many design platforms including AutoCAD Civil3D, ESRI ArcMap, Blue Marble Global Mapper, and Transoft Solutions AviPLAN applications. In addition to his primary role in aviation planning, he routinely assists with architecture and engineering projects and provides assignments to junior designers and guidance regarding the technical delivery of submittals.

EXPERIENCE:

Airport Master Plan Update, Brooksville-Tampa Bay Regional Airport – Brooksville, FL | As a Senior Designer, Mr. Nazarkewych produced most of the AutoCAD graphics for the Master Plan Update including the Airport Layout Plan (ALP). The study included a large-scale land use analysis due to the availability of property for both aviation and non-aviation purposes. Many of the projects illustrated in the Master Plan Update have been implemented at BKV and Mr. Nazarkewych has assisted with multiple different aviation planning assignments and specialty studies for BKV during his tenure at a previous firm. The firm conducted a Master Plan Update for the Airport and Technology Center to promote safe and efficient airport facilities and the continued economic development of the 430-acre Technology Center, which is home to over 125 manufacturers and aerospace suppliers.

Airport Master Plan Updates, Peter O. Knight Airport, Tampa Executive Airport, and Plant City Airport – Hillsborough County, FL | Mr. Nazarkewych served as the Senior Designer for all graphic production by the company for this large-scale effort. Each airport has its unique character, and he was able to tailor the development of alternatives and recommendations accordingly.

Baggage Screening System Upgrades, Tampa International Airport – Tampa, FL | As Senior Designer, Mr. Nazarkewych was responsible for providing AutoCAD and planning support for this effort including the preparation of pre- and post-construction graphics.

Aviation Engineering/Architecture Services for Airport Development Projects, Livingston Executive Airport – Livingston Parish, LA | Mr. Nazarkewych serves as the Senior Lead Designer for this project which includes providing program development services for the justification, design, and construction of a new airport in Livingston Parish, Louisiana known as the proposed Livingston Executive Airport. His responsibilities include development of report graphics, ALP, NPIAS Justification Study graphics, and assistance with engineering schematics. This project includes a Justification Study for the proposed airport to enter the FAA's National Plan of Integrated Airport Systems (NPIAS), a feasibility study and preliminary engineering report for the proposed airport site airport master plan update; website development, community engagement and stakeholder engagement meetings; environmental analysis and permitting; architectural project visioning and conceptual design (including 3D renderings and fly throughs of the recommended airport concept); architectural preliminary building facilities design; engineering airport development and design; and Benefit-Cost Analysis (BCA). It is anticipated that the airport will be constructed and open within the next five years.

Airport Master Plan Update, Jim Hamilton L.B. Owens Airport – Columbia, SC | As a Designer, Mr. Nazarkewych was responsible for the production of all AutoCAD graphics for the Master Plan Update including the Airport Layout Plan (ALP). This airport is located in Downtown Columbia and surrounded by several sensitive land uses. Mr. Nazarkewych utilized his ability to quickly perform obstruction assessments as part of this effort with a combination of AutoCAD Civil3D and ESRI ArcMap tools. The Master Plan Update included various different obstruction assessments because of the surrounding land uses (e.g., a railroad) and

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Andrew Nazarkewych | Planning

Mr. Nazarkewych was able to provide a resolution for all issues that allowed the airport to comply with FAA airspace regulations in a safe and efficient manner.

Airport Master Plan Update and Runway Justification Study, Rickenbacker International Airport – Columbus, OH | As a Senior Designer, Mr. Nazarkewych was responsible for the production of all AutoCAD graphics for the Master Plan Update including the Airport Layout Plan (ALP). This former military base has become one of the fastest growing international air cargo airports and multi-modal logistics centers in the United States in a short period of time and continues to experience aviation activity growth and significant development in the surrounding area. Mr. Nazarkewych translated the projected growth demands for wide-body international air cargo activities (including apron requirements and processing facilities) into a realistic development program that the Columbus Regional Airport Authority (CRAA) intends to follow to meet short-term and long-term demands. The Master Plan Update also included a Runway Justification Study to illustrate the need to maintain two parallel runways that are capable of supporting activity between Columbus and locations around the globe. He developed graphics for the Runway Justification Study that illustrated the global locations served from LCK and was able to clearly illustrate CRAA's preservation initiatives for both parallel runways.

Columbia Metropolitan Airport, Airport Master Plan Update – Columbia, SC | Mr. Nazarkewych assisted with the production of report graphics and the Airport Layout Plan (ALP) for the Master Plan Update. His primary role was to assist with AutoCAD efforts and to support the final production of the graphics and documentation for this effort.

Detailed Airport Layout Plan Update, False River Regional Airport – False River, LA | As a Senior Designer, Mr. Nazarkewych was responsible for the production of all AutoCAD graphics for the Detailed Airport Layout Plan Update. The effort included a detailed land use analysis to assist with determining where property acquisition was needed to construct additional hangars and support facilities. He helped to identify the required parcels and to develop a phased development plan for the False River Air Park Commission to follow to meet immediate and long-term development demands.

Airport Layout Plan Update and Business Plan, Orangeburg Municipal Airport – Orangeburg, SC | As a designer, Mr. Nazarkewych was responsible for the production of most AutoCAD graphics for the Airport Layout Plan Update and Business Plan. The effort included a detailed property map depicting existing property, released property, existing easements, and future property acquisition requirements and easements. He utilized his ability to interpret legal descriptions to digitize property information from deeds and to obtain approval of the ALP drawing set by the FAA.

Airport Layout Plan Update and Business Plan, Morehouse Memorial Airport – Bastrop, LA | As a Designer, Mr. Nazarkewych was responsible for the production of all AutoCAD graphics for the Airport Layout Plan Update. He attended meetings with the City of Bastrop to discuss opportunities to fulfill their long-term vision for the airport and translated that in the production of report graphics and the ALP drawing set.

Airport Master Plan Update, Upshur County Regional Airport – Buckhannon, WV | This airport was constructed at the top of a mountain and required an extensive terrain analysis to provide realistic recommendations for future airfield and landside development and also to evaluate obstructions associated with the surrounding mountainous terrain. As a Designer, Mr. Nazarkewych utilized AutoCAD Civil3D to identify the most cost-effective opportunities for development at W22 while complying with FAA requirements.

Airport Layout Plan Update (ALP), Aiken Regional – Aiken, SC | As a designer, Mr. Nazarkewych assisted with the production of AutoCAD graphics for the Airport Layout Plan Update. He assisted with the final delivery and production of submittals to the FAA and with quality control efforts.

Airport Layout Plan (ALP) Update, Darlington County Airport – Darlington, SC | As a designer, Mr. Nazarkewych was responsible for the production of all AutoCAD graphics for the Airport Layout Plan Update. He created high-quality graphics that illustrated opportunities for both aviation and non-aviation development at UDG and was asked to do follow-up work on the ALP to provide a clean full-color ALP that could be utilized for marketing purposes.

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Bob Anderson, AIA

Architecture

EDUCATION:
BS, Architectural Design, Clemson University (1979)

EXPERIENCE:
Career: 1979 – Present
ICE: 2019 – Present

REGISTRATION:
NCARB, 1988, 36362

Registered Architect:
FL #AR100018

PROFESSIONAL AFFILIATIONS:
American Institute of Architects

Mr. Anderson specializes in architectural design for airport structures. His project management experience includes responsibilities for design and development of architectural projects beginning with preliminary studies and conceptual plan development, architectural design, interdisciplinary coordination, construction plan preparation, specifications, estimates, construction administration, and client consultation. With many years of experience, He has been the principal technical specialist in planning, designing, and administering the construction of both new and renovation commercial terminal programs, such as Augusta, Georgia; Monroe, Louisiana; Albany, Georgia; St. Petersburg, Florida, and Myrtle Beach, South Carolina. Mr. Anderson has also developed an area of expertise in creating airport terminal programs that reflect the specifics of their location through a "visioning process," combining physical layout, local design influences, and colors and materials to create unique designs. Mr. Anderson is also very familiar with the intricacies of planning and designing new general aviation terminals and hangars, ARFF stations, rental car maintenance facilities at many locations throughout the South and Eastern US.

EXPERIENCE:

Programming and Conceptual Design for Aircraft Rescue and Fire-Fighting Station (ARFF), Ocala Regional Airport – Ocala, FL | Through meetings with the Airport and Fire Department, Mr. Anderson performed programing for new ARFF station and created conceptual plans and site plans for a new 9,400-square-foot, one-story joint use fire station and airport rescue and firefighting (ARFF) facility. Consultant's tasks included researching and reviewing building and site documents; conducting a site visit; identifying immediate and long-term facility spatial and site development programming needs; identifying and evaluating building and site conceptual alternatives, including a preferred alternative, and preparing cost estimates for local and state funding.

CONRAC Facilities Refurbishment, Destin-Fort Walton Beach Airport – Valparaiso, FL | Mr. Anderson serves as Architect of Record on this project which will refurbish various aspects of the existing CONRAC Facility at the airport in order to satisfy immediate rental agency needs and upgrade aging mechanical equipment. The existing 10-station vacuum island currently serves as a bottleneck to rental car agency operations, inhibiting optimal efficiency. The project involves adding 20 vacuum stations to increase efficiency. The vacuum station will add two central 30hp pumps and debris canisters to power the system along with individual debris canisters to prevent the system from clogging. A steel canopy will be installed to cover the additional vacuum stations. The project also includes refurbishing various aspects of the facility, including replacing the existing fuel pumps with digital models, installing new inventory controls, replacing chip-key with proximity cards, and replacing all the wash equipment in the five-bay building. The project is funded through collected Customer Facility Charges (CFC's).

Hangar Feasibility Study, Gainesville Airport, Gainesville, FL | Mr. Anderson served as Planner and Designer. As a part of a development proposal, the consultant reviewed a 1.0-acre area for a new corporate hangar. Mr., Anderson specifically reviewed the code issues, conceptual site, and building layout for a potential tenant desiring a 14,000-foot hangar and 6,000 square feet of office and support facilities. Client reviews and estimated costs were prepared for client and Airport action.

Hangar Feasibility Study, Valkaria Airport – Valkaria, FL | Mr. Anderson served as Planner and Designer. As a part of an open-end contract, the consultant reviewed a new development area for corporate hangars and shade hangars. Mr., Anderson specifically reviewed the code issues, conceptual site, and building layout for a potential tenant desiring a 12,000-foot hangar and 3,000 square feet of office and classroom facilities for a maintenance repair program. Client reviews and estimated costs were prepared for client and Airport action.

Hangar Design Criteria Package, Sebastian Municipal Airport, Sebastian, FL | Mr. Anderson served as a Designer. As a part of an open-end contract, the consultant prepared a design -build criteria package for a new 3-bay corporate hangar. Mr., Anderson specifically reviewed the code issues, conceptual site, and building layout an 11,700-foot hangar and 5,000 square feet of office tenant areas, split into two locations. Client reviews and estimated costs were prepared for client and Airport action.

Terminal Renovations, St. Pete-Clearwater International Airport – Clearwater, FL | Mr. Anderson was responsible for Terminal Phase 1A, concepts and schematic design and detailed phasing plans. The consultant provided design and construction services for renovations included hold room expansion, ticketing renovations, and improvements to bag screening and security checkpoints.

Aircraft Rescue and Firefighting (ARFF) Facility, Gainesville Regional Airport – Gainesville, FL | Mr. Anderson duties consisted of reviewing project scopes and programming documents, and also providing Quality Control reviews for completeness and coordination between disciplines and between drawings and specifications. Consultant's design services consisted of design to replace the existing 5,600 s.f. ARFF station built in 1979. The new three-bay station consists of an 8,500 square foot building, new parking lot, and apron approach road on a site adjacent to the ATCT. The consultant provided planning, architecture, and engineering design services for the construction of the new ARFF facility.

Terminal Renovations, Orlando Sanford International Airport – Sanford, FL | Mr. Anderson was responsible for conceptual design and QC reviews of a pay-per-use / first class passenger lounge to accommodate tourist/charter traffic. The consultant provided design services for a 5,100 square foot renovation including a main "palm court" with bar, TV seating areas, private lounge rooms, and amenities for children including a toddler playroom, a game arcade, and a nursing room.

Terminal Area Planning Study, St. Petersburg- Clearwater International Airport – St. Petersburg, FL | Mr. Anderson was responsible for planning and design associated with Master Plan Update. Scope included demand capacity review, building program, floor plan and exterior renovation concepts, and estimates for renovations to the existing termina/ building.

Airport Planning Study, Daytona Beach International Airport – Daytona Beach, FL | Mr. Anderson was responsible for planning concepts for Parcel 62 development for aircraft hangar and aircraft maintenance. Site and building concepts for 150,000-square-foot cargo aircraft maintenance hangar (B727 to B 767 sized aircraft).

Terminal Planning Study, Tallahassee Regional Airport – Tallahassee, FL | Mr. Anderson was responsible for planning study for implementation/feasibility of EDS systems. Review included activity analysis, justification and sizing of equipment, development of multiple concepts illustrating trace detection, CTX and in-line systems, and cost estimates. The work was completed in less than three weeks in order to coordinate with TSA/Boeing rollout start.

General Aviation Terminal Building, Destin Executive Airport – Destin, FL | Mr. Anderson provided project conceptual design and programming. The consultant's design responsibilities consisted of the construction of a new 5,400-square-foot general aviation terminal and involved significant utility work, underground storage tank removal and permitting with the City of Destin. In addition, the project included site and building demolition of three existing buildings prior to construction of the new terminal.

Intermodal General Aviation Center, Albert Whitted Airport – St. Petersburg, FL | As a part of the program management services, Mr. Anderson performed planning and conceptual building and site design and reviews. This project was a part of the facilities enhancement project at the airport. The consultant provided design and construction services for general aviation facilities, which included a 10,000-square-foot terminal, two storage hangars, aircraft apron and taxiways, landside facilities, and utilities.

General Aviation Terminal Building, Gainesville Regional Airport – Gainesville, FL | Serving as a Project Designer and Planner Mr. Anderson was responsible for initial space programming, floor plan, and exterior concepts for 5,000-square-foot general aviation terminal. The FBO tenant was looking to meet Exxon Aviatat standards in new construction or in a renovation of their current facility.

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KARINA LANIER, AAIA

Architecture

Ms. Lanier specializes in aviation architectural design. She has been involved in many different aviation architecture projects for both public and private sectors, ranging from small to large, and from conception to construction. Her project experience includes assisting with the design of major projects at Tampa International Airport, St. Pete-Clearwater International Airport, and several other Florida airports. Ms. Lanier has both new construction and renovation project experience, including those for: main terminal additions, interior renovations, TSA security line design, baggage handling systems, and restrooms. She effectively collaborates and coordinates with clients, stakeholders, and associated project engineers. Ms. Lanier is proficient in various software, including Revit, Lumion, AutoCAD, SketchUP, Bluebeam, and Artlantis Studio 4. For increased efficiency, Ms. Lanier utilizes software which allows for seamless coordination and collaboration with subconsultants.

EDUCATION:
Master of Architecture, University of South Florida (2012) | Professional Bachelor of Architecture and Arts, Universidad Piloto de Colombia (2006)

EXPERIENCE:
Career: 2005 – Present
ICE: 2019 – Present

PROFESSIONAL AFFILIATIONS / CREDENTIALS:
- Colombian Society of Architects
- National Professional Council of Architecture and its Ancillary Professions: Professional Registration Number A25192006-52997094

EXPERIENCE:

General Aviation Terminal, Ocala International Airport – Ocala, FL | This Design-Build project involved the development of plans for a brand-new 17,500-square-foot general aviation terminal. The project required a design charrette to garner project stakeholder and community input. To help the City of Ocala in meeting its budget, alternatives were prepared during the design phase. The floor plan includes a restaurant, large conference area, rental car company offices, pilot rest and recreational facilities, and office space which allows for the full operation of fixed-base operator (FBO), Sheltair Aviation, which supplies jet fuel and food to the airplanes. For the Design Criteria Package which was developed in order to obtain competitive bids from General Contractors, Ms. Lanier served as the Senior Designer responsible for the Interior Design. Upon selection of the Design-Build firm, Ms. Lanier served as part of the Resident Project Representative (RPR) team, assisting with Construction Administration and the final Interior Design of the terminal.

T-Hangars, Box Hangars, and Access Taxiway Development, Valkaria Airport – Valkaria, Florida | Ms. Lanier is serving as the Task Leader on this project that involves designing, permitting, and bidding of three, 24-unit nested T-Hangar buildings with attached box end hangars as well as two separate box hangars, including taxidrives and taxilanes to be located off the north end of Runway 14. Work includes preparing civil site design drawings, technical specifications, and schematic drawings. Additionally, the team is tasked with developing the Construction Documents package for use in bidding and permitting the project.

Preliminary Design for Skimmers Point Gate Guard Relocation – Gulfport, FL | This residential project involves replacing the existing gate house with a new gate house structure to update the aesthetics to match the guard house on the opposite end of community. The new 250-square-foot ADA-compliant building will feature a clay tile roof, restroom, office, and storage space. Due to the location of the project, utility work was a significant component and required coordination with several utility agency owners. The scope of work consisted of demolishing the current guard building and relocating it southeast. Ms. Lanier was in charge of developing the guard house design and preparing the pricing set.

Restroom Improvements, Tampa International Airport – Hillsborough County, FL | This project involved design-phase evaluations for two upgraded restrooms at the airport. For airsides A and E, a complete demolition of the current restrooms preceded the implementation of a unique, modern design that reflected the character and theme of each airside terminal. As Senior Designer, Ms. Lanier was responsible for creating multiple design options prior to the development of the contract documents. To reduce the time the restrooms would be out of service, the project included phased and accelerated construction work activities.

Karina Lainer, AAIA | Architecture

Administration Building Design, Kissimmee Gateway Airport – Osceola County, FL | Ms. Lanier served as the Senior Designer on this project which included the design of a new airport administration building and related site improvements.

Ticketing A Baggage Claim System, St. Pete-Clearwater International Airport – Pinellas County, FL | This project consisted of the renovation and addition of the baggage claim system and airline office renovation. Ms. Lanier served as the Senior Designer and Interior Designer responsible for construction documents, interior design and construction administration of the project.

Phase III Gates 7 through 10 Terminal Expansion, St. Pete-Clearwater International Airport – Pinellas County, FL | This $7.5 Million project consisted of architectural and civil design services for the Phase III renovation and addition of the gates 7 through 10 terminals including the expansion of the TSA Checkpoint A and interior design. Ms. Lanier served as the Project Manager Assistant responsible for the construction administration of the project.

General Aviation Center, Punta Gorda Airport – Punta Gorda, FL | This project consisted of the architectural design of the General Aviation Center relocation for this Airport. Ms. Lanier served as senior designer and was responsible for the production of the construction documents. She also served as the interior designer for this project.

Customs Facility Renovation Planning and Design – St. Lucie, FL | This project consisted of the Customs Facility design for the St. Lucie Airport. The project involved interior renovation of 7,950 square feet. Ms. Lanier served as a Project Manager Assistant and was responsible for the construction administration phase of the project.

Fly School Facility New Hangar and Classroom Facility Design – Charlotte County, FL | This project consisted of a retrofit of an existing hangar to include a new office space inside the hangar as well as a new classroom facility next to the hangar. Mrs. Gutierrez-Lanier served as the Assisted Project Manager/Senior Designer responsible for the construction documents.

Materials Testing Lab/Construction Engineering and Inspection Center – Columbia, SC | The selected site includes an existing 18,000-square-foot warehouse building with limited offices which is suitable for the redevelopment needs of the firm. All new infrastructure was needed to support the building uses, while site improvement needs were very minimal. The selected site will be adjacent to the development of a new corporate headquarters for the firm. The existing warehouse was very industrial in appearance, and not in keeping with the adjacent office uses. The design suggested added windows and continuous canopies on the brick portions of the facades, and new storefront openings and canopies on the industrial metal sides to create a more consistent look for the professional services offered. This also made the facility consistent with the City development objectives for West Columbia. Ms. Lanier led the production from Schematic Design to Construction Documents and is currently leading the Construction Administration. She was also responsible for the Interior Design.

New Corporate Headquarters Building – Columbia, SC | To serve their needs as a growing industry leader, ICE decided to relocate the corporate headquarters to a 3-acre site on Highway 378 in West Columbia. The Initial development totals 33,000 square feet with future expansion capability of another 14,000 square feet. Site design includes approximately 160 parking spaces, as well as utilities and grading. The exterior massing emphasizes the central entry and corner stairways. The lower walls will be of brick and the upper floors of a stucco finish with horizontal reveals. Cantilevered roofs and an angled cornice further emphasize the horizontal nature of the building. Simple efficient materials are durable, cost efficient, and easily available to extend to the future addition. Ms. Lanier is serving as the Lead Designer and she is in charge of preparing the Schematic Design through Construction Documents, including pricing sets. She also focused on the Interior Design of the office. She worked directly with the firm's board of directors, as well as several leaders of the company, to satisfy the intent of the design by utilizing her experience of similar buildings.

JEFF LONG

Construction

EDUCATION:
AS, Civil Engineering, Wake Technical Community College (1994) | AS, Surveying Technology, Wake Technical Community College (1994)

EXPERIENCE:
Career: 1994 – Present
ICE: 2020 – Present

Certifications:
- ✓ ACI & NCDOT Concrete
- ✓ NCDOT Level II Erosion & Sediment Control
- ✓ Conventional Density
- ✓ ABC & Borrow Pit Sampling

Mr. Long has over 27 years of construction engineering inspection experience. His areas of expertise include civil construction inspections, sampling and testing of project materials, contractor coordination, documenting construction related activities and quantities in daily and monthly reports, constructability reviews, pre-construction submittals, quality control, and verification testing. Mr. Long ensures that construction procedures, design, and material specifications are met on each project. Projects have included airfield rehabilitation, roadway widenings and extensions, trailheads, bridges, culverts, land development, and utility services.

EXPERIENCE:

Taxiway A, Ocala International Airport (Construction Management) – Ocala, FL | Mr. Long serves as an Airfield Inspector responsible for providing full time RPR and inspection services. Mr. Long is responsible for inspecting all construction activities on site. The Taxiway A Rehabilitation project includes the milling and overlay of the existing taxiway as well as the demolition of several taxiway connectors and the construction of several new taxiway connectors. The project includes a re-alignment of portions of the existing taxiway as well as widening. Project includes the addition of taxiway edge lights and taxiway signage.

Taxilane and Sitework for Future Hangar Development and Taxiway "A" Repairs, Sebastian Municipal Airport – Sebastian, FL | Mr. Long serves as an Airfield Inspector responsible for providing RPR and inspection services. ICE prepared construction plans, specifications, and bid documents for the construction of a taxilane to serve future box hangar development located along the west side of Taxiway "A" between the existing police station and T-hangar site. ICE also led the design for the rehabilitation of 200 feet of Taxiway "A" on the south side of Runway 10-28, as well as the design of the parking lot and site utilities that will serve the future hangar development.

East Airfield Pavement Rehabilitation, Tampa International Airport (Construction Management) – Tampa, FL | Mr. Long served as an Airfield Inspector and was responsible for airfield construction inspections of construction activities to ensure compliance with the plans and specifications, coordination of the work that required runway, taxiway and airside apron closures with Airport Operations, coordinate and monitor all Quality Assurance testing required by the contractor specifications, document quantities of materials used on the project by generated spreadsheet format, maintain a daily report of construction activities and project photographs. The purpose of this project was to rehabilitate pavements for Taxiways E, U, G, N1 and S. Rehabilitation of these Taxiways consisted of an asphalt mill and overlay. The project also provided for the removal of Taxiway F and partial removal of Taxiway E. These Taxiways were asphalt and/or concrete. Removal of these Taxiways required modifications to the taxiway edge lighting and signage. This project also provided for the removal and reconstruction of connecting Taxiways between the FBO Apron and Taxiways S and D. The existing connecting Taxiways were a combination of concrete and asphalt. The new connecting Taxiways were constructed of hot mix asphalt with a lime rock base. New airfield lighting and stormwater collection was required. This project provided for the rehabilitation of the FBO Apron which included milling/overlay and seal coat. This project also provided for the removal and replacement of existing airfield markings throughout the majority of the airfield.

Taxiway N Reconstruction, Airfield Slab Replacement, Airside F Joint and Slab Rehabilitation and Taxiway W Reconstruction, Tampa International Airport – Tampa, FL | Mr. Long served as an Airfield Inspector and was responsible for; airfield construction inspections of construction activities to ensure compliance with the plans and specifications, coordination of the work that required runway, taxiway and airside apron closures with Airport Operations, coordinate and monitor all Quality Assurance testing required by the contractor specifications, document

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quantities of materials used on the project by generated spreadsheet format, maintain a daily report of construction activities and project photographs. project consisted of several elements of work. The first element was the reconstruction of the Western half of Taxiway N in which the current PCC pavement was demolished and replaced by a new asphaltic cement section. The second element of work consisted of the reconstruction of the Southern half of Taxiway W in which the current PCC section was replaced by a new PCC section, with asphaltic shoulders. The existing lighting system associated with those sections of Taxiway N and W were removed and replaced with a new system. Where appropriate existing Quartz lights were replaced by LED lights. The last elements of work included the rehabilitation of airfield slabs and joints throughout the airfield.

Taxiway Rehabilitation – Phase 2, St. Pete-Clearwater International Airport (Construction Management) – Clearwater, FL | Mr. Long served as an Airfield Inspector and was responsible for airfield construction inspections of construction activities to ensure compliance with the plans and specifications, coordination of the work that required runway, taxiway and airside apron closures with Airport Operations, coordinate and monitor all Quality Assurance testing required by the contractor specifications, document quantities of materials used on the project by generated spreadsheet format, maintain a daily report of construction activities and project photographs. This project included performance of full-time inspection and Quality Assurance testing as well as general project administration and coordination. The project team also served as the liaison between the Airport and the Contractor. The areas of work included Taxiway A South of Runway 4-22 and Taxiways F and M (Base Bid); Taxiways B and T (Additive Bid #1); and Taxiways M, J, K and U (Additive Bid #2). Additional services included review of project documentation, conducting the Pre-Construction Conference, submittal reviews and requests for information, contractor pay applications, change orders, site visits and meetings, and Resident Project Representation (RPR).

Taxiway B Reconstruction, Zephyrhills Municipal Airport – Zephyrhills, FL | Mr. Long served as an Airfield Inspector and was responsible for airfield construction inspections of construction activities to ensure compliance with the plans and specifications, coordination of the work that required runway, taxiway and airside apron closures with Airport Operations, coordinate and monitor all Quality Assurance testing required by the contractor specifications, document quantities of materials used on the project by generated spreadsheet format, maintain a daily report of construction activities and project photographs. The project consisted of the reconstruction and realignment of Taxiway B from the FBO to Runway 1-19. Taxiway B was milled and resurfaced from the FBO to Taxiway A. The intersection of Taxiway A and B was reconfigured with new asphalt pavement geometry points, pavement markings, edge lighting and circuitry. Taxiway B from Runway 5-23 to 1-19 was relocated next to the existing portion of old Taxiway B, with new limerock base, asphalt pavement, pavement markings, edge lighting and guide signs. The project included the rehabilitation of the existing section of Taxiway B and portions of aprons located around the FBO by seal coat application.

Terminal Apron Rehabilitation, Sebring Multimodal Logistics Center – Sebring, FL | Mr. Long served as an Airfield Inspector and was responsible for airfield construction inspections of construction activities to ensure compliance with the plans and specifications, coordination of the work that required runway, taxiway and airside apron closures with Airport Operations, coordinate and monitor all Quality Assurance testing required by the contractor specifications, document quantities of materials used on the project by generated spreadsheet format, maintain a daily report of construction activities and project photographs. The purpose of this project was to rehabilitate the 36,500 SYDS of PCC terminal apron. The project involved the recycle of the existing PCC apron into crushed aggregate base course with 9” of P-501 PCC replacement. Construction of taxiways between Taxiway A and the terminal apron were included. Storm drainpipe and trench drain upgrades were required, in addition to airfield edge lighting modifications.

Taxiway A and Bridge, Tampa International Airport – Tampa, FL | Mr. Long served as an Airfield Inspector and was responsible for airfield construction inspections of construction activities to ensure compliance with the plans and specifications, coordination of the work that required runway, taxiway and airside apron closures with Airport Operations, coordinate and monitor all Quality Assurance testing required by the contractor specifications, document quantities of materials used on the project by generated spreadsheet format, maintain a daily report of construction activities and project photographs.

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ROBERTO FARINAS

Construction

EDUCATION:
BS, Civil Engineering, Civil Aviation University, Kiev (1986)

EXPERIENCE:
Career: 1986 – Present
ICE: 2019 – Present

REGISTRATION:
Professional Engineer: Ontario, Canada

Since 1986, Mr. Farinas has been involved in infrastructure development projects which includes infrastructure, tunnels, electrical substations, roadways, and underground utilities. He has also been involved in the design, planning, and construction for airport projects in the United States, Canada, Qatar, and Cuba. Having obtained a bachelor's degree in Civil Engineering and as a licensed professional engineer in Canada, Mr. Farinas brings an in-depth understanding of engineering principles coupled with a proven track record performing thorough inspection of various construction activities. Having performed oversight on numerous construction projects through project acceptance and close out, Mr. Farinas is adept at record keeping, documentation, and grant assurances. His project experience includes having served as a Senior Construction Engineer on a multimillion-dollar new airport development project that included the construction of a midfield area systems, taxiways, aircraft aprons, access roads, sub-stations, underground utilities, and tunnels.

EXPERIENCE:

West Apron Expansion Construction, Destin-Fort Walton Beach Airport – Okaloosa County, FL | Mr. Farinas served as an inspector for the construction of this project which consisted of enlarging the West Apron to create five additional commercial aircraft ground loading apron spaces for A319/320 and other narrow body aircraft. The spaces also serve as remain overnight (RON) space for aircraft to base for early flights when all of the existing spaces with jet bridges are full or otherwise under exclusive lease by another airline. Adjacent existing asphalt apron pavement, taxiways and vehicle parking were also rehabilitated. Significant utility relocations were performed to include gravity sewer, force main, electrical and water service. Structural work included the construction of a steel covered walkway for passengers accessing a future terminal concourse. As the full-time RPR, Mr. Farinas' duties included performing inspection of construction activities to ensure work was completed in accordance with the plans and specifications; preparing daily reports; conducting weekly construction progress meetings; photographing the project's progress; coordinating with Airport Operations as well as other Airport contractors under separate contract for multiple projects; conducting Davis-Bacon interviews; and managing the overall QA effort. He also managed field engineering changes and modifications. Additionally, his duties included monitoring weather impacts, and identifying discrepancies or omissions in the issued for construction plans and communicating them to the Project Manager. He was in charge of coordinating the Independent Verification (IV) for testing and approval of materials, soils, asphalt, and concrete; witnessing and approving the testing and commissioning of electrical systems, water, and sanitary sewer lines; performing the preliminary walk through with Airport staff and identifying Punchlist items for rectification, as well as following up for the closure of the items noted; and preparing as-built documentation and close out.

Terminal Expansion, Southwest Florida International Airport – Lee County, FL | Mr. Farinas serves as Inspector on this $331 Million terminal expansion project at the airport. Work involves remodeling 164,000 square feet of the existing facility and adding 117,000 square feet of. ICE serves as a subconsultant on this project responsible for providing CEI services on this project.

General Engineering Consultant for the Town of Indian Shores – Indian Shores, FL | ICE was selected on a continuing contract to provide professional engineering services, such as site plan reviews, general civil engineering services, designs, specifications bid administration, construction services, municipal planning, transportation/traffic engineering, land surveying, environmental/hazardous materials services, management of the Town's NPDES permit, and other consulting services. Mr. Farinas has worked on the following task work orders assigned under this contract as Senior Inspector responsible for performing site reviews:

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- Residential Lot Site Plan Review – ICE is tasked with performing site plan reviews of single-family lots for new housing. ICE will assess planning and zoning needs and complete ordinance compliance reviews.
- Municipal Center Driveway Revision to Gulf Boulevard – ICE has been tasked to review the current design plans and utilize the paving and grading data to ensure the new driveway design will accommodate the FDOT design requirements. The existing driveway will be closed and converted to four new parking spaces with a new landscape barrier along Gulf Boulevard. ICE will update the design plans as needed and prepare a bid package for approval and place it out to bid for contractor pricing.

Airport Engineering for FAA-FDOT Funded Projects – Various Locations | Mr. Farinas served as an Aviation Project Engineer responsible for performing airport planning, design, construction administration, and technical observation of construction for the following airport projects in Florida:

- **General Aviation Terminal and Parallel Taxiway "C", Page Field Airport (FMY) – Fort Myers, FL**
- **Runway 06-24 Rehabilitation, Southwest Florida International Airport (RSW) – Fort Myers, FL**
- **Lighting and Signage Improvements, Naples Municipal Airport Airfield (APF) – Naples, FL** | Mr. Farinas served as RPR on this project for the City of Naples responsible for overseeing construction activities. He oversaw ensuring the Contractor was performing work as per the drawings and specifications and as per the approved material submittals. He performed daily coordination with airport operations about the work area for the day and the safety procedures to follow to minimize the impact to the aircraft operations, preparing daily reports, quantifying the installed quantities, approving payment requisitions, making sure the Contractor complied with the FAA Advisory Circular, Operational Safety During Construction. Mr. Farinas conducted the construction progress meetings and made sure the approved construction schedule was followed. He witnessed and approved the acceptance testing of the new systems as per the specifications. He participated in the final completion walkdown with the client and the General Contractor as well as prepared the punch list items and followed up to ensure the items were rectified. The scope of work involved the replacement of all the airfield lighting and signage for Runway 5-23 and Runway 14-32, as well as for the taxiway system, including the approach lighting system and the PAPI. Additionally, the CCR and panel at the electrical vault were upgraded.
- **Exit Taxiways, Page Field Airport (FMY) – Fort Myers, FL** | Design and Construction project
- **Airport Layout Plan Update, Page Field Airport (FMY), Fort Myers, FL**
  East Hangars, Page Field Airport (FMY), Fort Myers, FL | Design and Construction project
- **North Quadrant Site Development, Page Field Airport (FMY), Fort Myers, FL** | Design project
- **South Hangars, Page Field Airport (FMY), Fort Myers, FL** | Design and Construction project
- **Southeast Ramp, Page Field Airport (FMY), Fort Myers, FL** | Design and Construction project
- **New Parallel Taxiway "C", Immokalee Regional Airport (IMM) – Immokalee, FL** | Mr. Farinas served as an Aviation Project Engineer at the Immokalee Regional Airport responsible for construction of Taxiway "C", a new parallel taxiway to Runway 36. The following work was included as part of this project: the improvement of the stormwater drainage system, the rehabilitation of the existing General Aviation apron, the installation of new taxiway signage and pavement markings, and improvements to the airfield lighting system. Mr. Farinas served as part-time RPR overseeing the construction activities and ensuring installation was compliant with the drawings, specifications, and the approved material submittals.
- **New Parallel Taxiway, Everglades Airpark (XO1) – Everglades, FL** | Mr. Farinas participated on the planning and the design and prepared cost estimates for the project. He was the part-time RPR for the construction phase and performed technical observation of construction, prepared daily reports, and prepared close out documentation. The project consisted of the construction of a new parallel taxiway to Runway 15-33. Work on this project also included improvement of the stormwater drainage system, the installation of new taxiway signage and pavement markings, and improvements to the airfield lighting system.

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MIKE STALVEY, JR. - S34101375

Vice President/Project Manager

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QUALIFICATIONS CERTIFICATES

- Asphalt Paving Technician – Level I & II – *expired*
- Earthwork Construction Inspector – Level I & II – *expired*
- FDOT Concrete Field Inspector – *expired*
- ACI Concrete Field Technician – Grade I & II - *expired*
- Qualified Sampler – *expired*
- Drilled Shaft Inspector – *expired*
- Nuclear Radiation Safety Training (CPN & Troxler)
- Quality Control Manager (QC Manager)
- Construction of Mechanically Stabilized Earth Walls and Reinforced and Reinforced Soil Slopes - *expired*

PROFESSIONAL PROFILE

Mr. Stalvey has over 20 years experience in Soil, Aggregate, Concrete field-testing and Drill Shaft Inspection. Mike has performed as a Quality Assurance/Verification and Quality Control Manager on numerous FDOT projects as listed below. His experience includes Concrete and Masonry work in performing his duties as a Drill Shaft Inspector. He is very familiar and knowledgeable with specifications and plan reading relating to most projects including vertical, interstate/highway, airport and bridge construction.

PROJECT EXPERIENCE

- AECOM - Suwannee County Airport, West Apron Expansion, Live Oak, FL
- AECOM - GNV Commercial Terminal Expansion and Improvements
- AECOM - Suwannee County Airport Apron Expansion and Hangar Construction
- Cyril E. King Airport Rehab & Relighting of Taxiway "A" East, St. Thomas, VI, Project Manager
- I-10 Truck Parking Availability System FIN#440096-1-52-01, Contract E3Q53
- SR 93, FIN#428804-1-52-01, T2611, Gainesville, FL
- SR 26 (Newberry Rd), T2578, 430542-1-52-01
- SR 93 FIN#428805-1-52-01 Contract#T2590
- SR A1A/US1 San Marco to Magnolia Ave 210452-4-52-01 and 434556-1-52-01
- SR A1A/US1 San Marco to Magnolia Ave 210452-4-52-01 and 434556-1-52-01
- SR 12 / Beach Blvd Roadway Improvements and Widening, QC Manager
- CR 214 roadway Improvements, Trail, Bridge Barrier Wall Anchor Bolt Pull Test Verification
- SR 312 Roadway Improvements, St. Johns County, QC Manager
- CR 356 Roadway Improvements, Taylor County, (CEI) Construction Oversight Management
- SR 9B Right of Way Fencing, Duval County, QC Manager
- US 90 / Duval Street, Mast Arm Structure, Drilled Shaft Inspector

EDUCATION

Columbia High School - Diploma
Lake City Community College – General Associates Degree

R.M. BARRINEAU
AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Reginald M. Barrineau, P.S.M., Founded 1988

Oakhurst Professional Park + 1309 S.E. 25th Loop + Suite 103 + Ocala, Florida 34471
PHONE (352) 622-3133 + **FAX** (352) 369-3771 + rmbarrineau.com

TRAVIS P. BARRINEAU, P.S.M.

PROFESSIONAL REGISTRATION

Professional Surveyor and Mapper, State of Florida, LS6897

POSITION AND FUNCTIONAL SUMMARY

Travis Barrineau is President of R.M. Barrineau and Associates, Inc. and is responsible for project management and supervision of field personnel for R.M. Barrineau and Associates, Inc., located in Ocala, FL, a full service surveying and mapping firm offering services to private individuals, engineers, architects, contractors, lending institutions, attorneys and government agencies throughout Central Florida.

EDUCATION

University of Florida, 2009
Bachelor of Science Degree in Geomatics (Surveying and Mapping)

PROJECTS AT OCALA INTERNATIONAL AIRPORT

Project Surveyor for Topographic Survey for New Terminal Building at Ocala International Airport and Construction Staking for Terminal: Provided vertical and horizontal control; SPC's; Civil 3D file

Project Surveyor for ALTA/NSPS Land Title Survey for four new hangar sites at Ocala International Airport: establish boundaries for the lease parcels; topographic data for parcels; prepare metes and bounds descriptions for the parcels; Civil 3D file

Project Surveyor for numerous individual hangars at Ocala International Airport: topographic data; metes and bounds descriptions for lease parcels; SPC's; Civil 3D file

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Page 2, Travis
Barrineau

ORGANIZATION MEMBERSHIPS AND COMMUNITY INVOLVEMENT

- Vice-President of North Florida Chapter of Surveying and Mapping Society, 2021-2022
- Secretary/Treasurer of North Florida Chapter of Surveying and Mapping Society, 2013-2015
- Secretary of North Central Florida Chapter of Surveying and Mapping Society, 2010
- Treasurer of North Central Florida Chapter of Surveying and Mapping Society, 2011 and 2012
- Member of American Congress of Surveying and Mapping and National Society of Professional Surveyors
- Member of Florida Surveying and Mapping Society
- Soccer Coach for Youth Big Sun Soccer

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IVAN MARCANO – M.S., P.E.

SENIOR GEOTECHNICAL ENGINEER

386.755.3633
imarcano@caltechtesting.com
3309 SW SR 247
Lake City, FL 32024

PROFESSIONAL PROFILE

Mr. Marcano has over 30 years of geotechnical and field experience in construction of high-rise residential and commercial projects, public transportation projects, industrial complex, resort hotels, stadium, and dike rehabilitation in the states of Florida, New York, the Bahamas, Panama, Colombia, Venezuela and the US Virgin Islands.

QUALIFICATIONS CERTIFICATES

- Professional Engineer in the State of Florida – License #65550 (est. 1/18/2007)
- Professional Engineer in the State of Georgia – License #PE043588
- Professional Engineer in the USVI – License #0-42792-1B
- Certified US Army Corps of Engineers-Construction Quality Management
- Certified FDOT Drilled Shaft and Driven Pile Inspector
- Certified Troxler Radiation Safety Officer

PROJECT EXPERIENCE

- US Army Corp of Engineers (USACE) culverts C3 and C4A
- Communication tower antennas and FDOT
- USACE-Herbert Hoover Dike cut-off wall
- Conducted subsurface investigation programs and inspected driven pile installations for FDOT
- Drill shaft and augercast pile installations at the Miami Metro Rail Orange Line
- Geotechnical Engineering Studies for large-scale resorts, laundry and warehouse facilities in Paradise Island, Nassau, Bahamas
- Construction management (8-story, structural steel bldg., Edo. Cojedes, Venezl.; Landslide Km-30 Via Los Teques-Tejerias, Edo. Miranda, Venezl.)
- Zephyrhills Municipal Airport Taxiway A Rehabilitation – Geotechnical Exploration & Pavement Evaluation
- CEI – Numerous projects in D2 & D3

EDUCATION

- Bachelors in Science in Civil Engineering – Universidad Santa Maria, Caracas, Venezuela
- Master Science in Civil Engineering – University of Florida

Lake City, Florida ■ Jacksonville, Florida ■ US Virgin Islands
www.caltechtesting.com

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Sent.)

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

July 29, 2021

Doug Hambrecht, Vice President-Florida Aviation
INFRASTRUCTURE CONSULTING & ENGINEERING, PLLC, LLC
5550 Idlewild Avenue, Suite 102
Tampa, Florida 33634

Dear Mr. Hambrecht:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 - Major Bridge Design - Concrete
- 4.2.2 - Major Bridge Design - Steel

Group 5 - Bridge Inspection

- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design
- 6.3.2 - Intelligent Transportation Systems Implementation

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 10 - Construction Engineering Inspection

10.1 - Roadway Construction Engineering Inspection
10.3 - Construction Materials Inspection
10.4 - Minor Bridge & Miscellaneous Structures CEI
10.5.1 - Major Bridge CEI - Concrete
10.5.2 - Major Bridge CEI - Steel

Group 13 - Planning

13.5 - Subarea/Corridor Planning

Group 14 - Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2022, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
172.41%	157.56%	0.274%	Reimbursed	No	11.60%	10.71%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

Number of Records Returned: 1

Selection Criteria:

Vendor : CAL-TECH TESTING INC

Vendor Name: CAL-TECH TESTING INC

DBE Certification: CERTIFIED **MBE Certification:** Certified

DBA: **Former Name:**

Business Description: LABORATORY TESTING SERVICES, UNDERGROUND MODIFICATIONS- SINKHOLE, SOIL STABILIZATION, CEMENT, CHEMICAL, POLYURTHANE AND VOID GROUTING

Mailing Address: 3309 SW SR-247
LAKE CITY, FL 32024-

Contact Name: ABBY STALVEY **Phone:** (386) 755-3633 **Fax:** (386) 752-5456

Email: ASTALVEY@CALTECHTESTING.COM

ACDBE Status: N

Statewide Availability: Y

Certified NAICS

238990	All Other Specialty Trade Contractors
541380	Testing Laboratories

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Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE)

Certificate of Eligibility

BLUE WING ENVIRONMENTAL LLC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

541620

Samuel Febres (Sammy)

DBE & Small Business Development Manager

Florida Department of Transportation

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Exhibit C - Average Rates
Infrastructure Consulting & Engineering, PLLC

Job Classification	Average Contract Rate	Multiplier	Fully Burdened Hourly Rate
SENIOR PROJECT MANAGER	$ 100.96	314.2800%	$ 317.30
QUALITY CONTROL A	$ 100.96	314.2800%	$ 317.30
QUALITY CONTROL B	$ 74.76	314.2800%	$ 234.96
PROJECT MANAGER A	$ 65.14	314.2800%	$ 204.72
PROJECT MANAGER B	$ 58.18	314.2800%	$ 182.85
ENGINEER A	$ 67.31	314.2800%	$ 211.54
ENGINEER B	$ 35.82	314.2800%	$ 112.58
DESIGNER	$ 43.03	314.2800%	$ 135.23
ENVIRONMENTAL SCIENTIST A	$ 78.27	314.2800%	$ 245.99
ENVIRONMENTAL SCIENTIST B	$ 31.30	314.2800%	$ 98.37
PLANNER A	$ 74.52	314.2800%	$ 234.20
PLANNER B	$ 45.91	314.2800%	$ 144.29
ARCHITECT A	$ 88.94	314.2800%	$ 279.52
ARCHITECT B	$ 43.27	314.2800%	$ 135.99
CONSTRUCTION INSPECTOR A	$ 37.02	314.2800%	$ 116.35
CONSTRUCTION INSPECTOR B	$ 37.50	314.2800%	$ 117.86
ADMIN	$ 24.04	314.2800%	$ 75.55

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AVCON, INC.
Engineers & Planners

5555 E. Michigan Street, Suite 200
Orlando, Florida 32822
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

"EXHIBIT A"
AVCON, INC.

SCHEDULE OF RATE VALUES

Position Description	2022 Proposed Contract Billing Rate
Principal	$ 252.00
Senior Project Manager	$ 252.00
Project Manager	$ 180.00
Senior Civil Engineer	$ 163.00
Senior Structural Engineer	$ 188.00
Senior MEP Engineer	$ 179.00
Project Engineer	$ 110.00
Engineer/ Planner	$ 97.00
Senior Aviation Planner	$ 204.00
Senior CADD Designer	$ 103.00
CADD Designer	$ 75.00
Construction Inspector	$ 125.00
Contract Administrator	$ 101.00
Administrative Assistant	$ 61.00

Note: AVCON will not place a mark-up on sub-consultant services for overhead or operating margin.

RESPECTFULLY SUBMITTED: _____

DATE: 6/20/2022

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Blue Wing Environmental, LLC
Rate Sheet

Position Title/Category	Hourly Rate
Project Manager/Director	$ 150.00
Sr. Ecologist/ Qualified Airport Wildlife Biologist	$ 125.00
Sr. NEPA Specialist	$ 125.00
Ecologist I	$ 100.00
NEPA Specialist	$ 100.00
GIS Technician	$ 95.00
Field Technician	$ 60.00
Administrative Professional/Clerical	$ 35.00

Note: Rates fixed for the duration of contract

Blue Wing Environmental, LLC
813-404-3963
sbrammell@bluewingenv.com

Tampa Office
19607 Lake Osceola Lane
Odessa Florida 33556

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6549 (5 pgs)

Cal-Tech Testing, Inc.

- Engineering
- Geotechnical
- Environmental

LABORATORIES

P.O. Box 1625 • Lake City, FL 32057
Tel. (386) 755-3633 • Fax (386) 752-5456
7540 103rd Street, Suite 215 , Jacksonville, FL 32210
Tel. (904) 381-8901 • Fax (904) 381-8902

2022 *Fee Schedule*

ENGINEERING AND TECHNICIAN SERVICES	
Professional Geotechnical Engineer	$125.00
Project Manager	$135.00
Earthwork / Asphalt Paving Engineering Technician, Level 1	$65.00
Earthwork / Asphalt Paving Engineering Technician, Level 2	$75.00
Asphalt Plant Technician	$85.00
Concrete Technican, Level 1	$75.00
Administration / Clerical	$55.00
Portal to Portal Travel for all Technician Services	Tech Rate per HR
Minimum of 1 Hour for all Technician Services	Tech Rate per HR

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R.M. BARRINEAU AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Reginald M. Barrineau, P.S.M., Founded, 1988

Oakhurst Professional Park + 1309 S.E. 25th Loop + Suite 103 + Ocala, Florida 34471
PHONE (352) 622-3133 + **FAX** (352) 369-3771 + rmbarrineau.com

.

FEE SCHEDULE FOR R.M. BARRINEAU AND ASSOCIATES INC.

Effective January 1, 2022

PROFESSIONAL SERVICES:

Professional Surveyor and Mapper	$ 145.00 per hour
Field Crew	140.00 per hour
CAD Technician	80.00 per hour
Survey Technician/Research	80.00 per hour
Administrative	45.00 per hour
Depositions/Court Testimony (P.S.M.)	150.00 per hour

COST OF MATERIALS:

Additional Prints	$ 5.00 per print
Express-mail	Cost

Diane Barrineau
CFO
R.M. Barrineau and Associates Inc.
Effective January 1, 2022

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Client.)

TITLE	FOR REVIEW & SIGNATURES - Agreement for Continuing General.....
FILE NAME	FOR COUNCIL SIGNA...tructure Cons.pdf
DOCUMENT ID	66dcd64c0bf7c046135e77a690739bf70a05f910
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SENT	**08 / 09 / 2022** 10:18:45 UTC-4	Sent for signature to Infrastructure Consulting & Engineering, PLLC (doug.hambrecht@ice-eng.com) and Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**08 / 09 / 2022** 14:19:23 UTC-4	Viewed by Infrastructure Consulting & Engineering, PLLC (doug.hambrecht@ice-eng.com) IP: 47.206.182.180
SIGNED	**08 / 09 / 2022** 14:43:04 UTC-4	Signed by Infrastructure Consulting & Engineering, PLLC (doug.hambrecht@ice-eng.com) IP: 47.206.182.180
VIEWED	**08 / 15 / 2022** 12:00:44 UTC-4	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55

HELLOSIGN

Audit Trail

TITLE	FOR REVIEW & SIGNATURES - Agreement for Continuing General.....
FILE NAME	FOR COUNCIL SIGNA...tructure Cons.pdf
DOCUMENT ID	66dcd64c0bf7c046135e77a690739bf70a05f910
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SIGNED	**08 / 15 / 2022** 12:01:42 UTC-4	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SENT	**09 / 07 / 2022** 13:26:37 UTC-4	A new document has been created based off of an existing document with ID b7d3402fd6a7ce99e71a66a6e30d3d1cef9fa549 IP: 216.255.240.104
SENT	**09 / 07 / 2022** 13:28:56 UTC-4	Sent for signature to Ire Bethea Sr. (ibethea@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**09 / 09 / 2022** 13:45:03 UTC-4	Viewed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.250.64
SIGNED	**09 / 09 / 2022** 13:50:49 UTC-4	Signed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.250.64

TITLE	FOR REVIEW & SIGNATURES - Agreement for Continuing General.....
FILE NAME	FOR COUNCIL SIGNA...tructure Cons.pdf
DOCUMENT ID	66dcd64c0bf7c046135e77a690739bf70a05f910
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

VIEWED	**09 / 09 / 2022** 15:11:34 UTC-4	Viewed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**09 / 09 / 2022** 15:11:43 UTC-4	Signed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**09 / 09 / 2022** 15:11:43 UTC-4	The document has been completed.

File #: 2026-1759 Agenda Item #: 10g.

Submitted By: Matthew Grow

Presentation By: Matthew Grow

Department: Aviation

FORMAL TITLE:
Second Amendment to agreement with McFarland Johnson, Inc for continuing professional general aviation engineering services

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

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

On July 20, 2025, the City and McFarland Johnson, Inc. (MJ) extended the Original Agreement for its first of three available one-year renewals. MJ would now like to extend for the second of three one-year renewals.

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

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

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

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

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

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

SECOND AMENDMENT TO AGREEMENT FOR CONTINUING GENERAL AVIATION ENGINEERING SERVICES

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

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

WHEREAS, on July 20, 2025 City and McFarland Johnson, Inc. extended the Original Agreement for its first of three (3) available one-year renewals; and

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

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

1. **RECITALS**. City and Consultant hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Consultant is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one (1) year term beginning on **JULY 20, 2026,** and terminating **JULY 19, 2027.** Thereafter, this Agreement may be renewed for **ONE (1)** optional **ONE (1) YEAR** periods by written consent between City and Consultant.
4. **COMPENSATION.** City shall compensate the Consultant an amount not to exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000)** (the "Maximum Limiting Amount") during the Initial Term, inclusive of any and all direct costs, indirect costs, and reimbursable expenses, in accordance with the pricing reflected in the Original Agreement. The maximum limiting amount established under this Agreement shall not be exceeded without the City's express written approval verified by amendment or Task Work Order to this Agreement.
5. **NOTICES.** All notices required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

If to Consultant: McFarland Johnson, Inc.

Attention: James M. Festa, CEO
49 Court Street, Suite 240
Binghamton, New York 13901
Phone: 607-723-9421
E-mail: jfesta@mjinc.com

If to City of Ocala: , Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

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

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

IN WITNESS WHEREOF, the parties have executed this Second Amendment on _____. 7/21/2026

ATTEST:

_____

Angel B. Jacobs
City Clerk

CITY OF OCALA

_____

City Council President

Approved as to form and legality:

_____

William E. Sexton, Esq.
City Attorney

MCFARLAND JOHNSON, INC.

_____

By: _____ Thomas Kendrick, PE
(Printed Name)

Title: _____ Chief Executive Officer / Engineering
(Title)

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

July 6, 2026 MJ Project No. 19133.OE

Attn: Matt Grow
Ocala International Airport
1770 SW 60th Avenue, Suite 600
Ocala, Florida 34474

RE: Contract Extension Request to Contract Number AIR/220118
Continuing General Aviation Engineering Services

Dear Mr. Grow:

I hope this letter finds you well. I am writing to formally request a one (1) year contract extension of our current contract with Ocala International Airport Contract Number AIR/220118 entered on February 17, 2022, and expected to expire/terminate on July 19, 2026, to provide General Aviation Engineering Services.

McFarland-Johnson, Inc. acknowledge that the terms and conditions of the original Agreement will remain in effect. We are committed to servicing you with our exemplary services.

If you need any additional information, please contact Robert Overby at roverby@mjinc.com.

Sincerely,

Robert B. Overby, P.E.
Airfield Design Manager

Docusign Envelope ID: 0AC917EF-85C3-42D7-82CB-2EF5E2C445C2

FIRST AMENDMENT TO AGREEMENT FOR CONTINUING GENERAL AVIATION ENGINEERING SERVICES

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

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

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

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

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

Docusign Envelope ID: 0AC917EF-85C3-42D7-82CB-2EF5E2C445C2

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

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

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

Docusign Envelope ID: 0AC917EF-85C3-42D7-82CB-2EF5E2C445C2

IN WITNESS WHEREOF, the parties have executed this First Amendment on 8/8/2025.

ATTEST:

Signed by:
Angel B. Jacobs
A8DB357AC28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
Kristen Dreyer
382728BEAE374EC...
Kristen Dreyer
City Council President

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
AA55AB8A8ED04F8...
William E. Sexton, Esq.
City Attorney

MCFARLAND JOHNSON, INC.

Signed by:
Thomas Kendrick, PE
3D01E3F75CB143A...

By: Thomas Kendrick, PE
(Printed Name)

Title: Chief Executive Officer / Engineering
(Title)

Certificate Of Completion

Envelope Id: 0AC917EF-85C3-42D7-82CB-2EF5E2C445C2
Status: Completed
Subject: SIGNATURE - First Amendment - Renewal - General Aviation Engineering Services (AIR/220118)
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

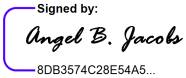
Record Tracking

Status: Original
8/8/2025 8:26:01 AM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
Thomas Kendrick, PE tkendrick@mjinc.com Chief Executive Officer / Engineering McFarland-Johnson, Inc. Security Level: Email, Account Authentication (None)	Signed by: Thomas Kendrick, PE 3D01E3F75CB143A... Signature Adoption: Pre-selected Style Using IP Address: 2603:7080:4701:ca6d:bded:5e4c:f477:e64b	Sent: 8/8/2025 8:27:25 AM Resent: 8/8/2025 10:40:36 AM Viewed: 8/8/2025 10:41:23 AM Signed: 8/8/2025 10:41:47 AM
Electronic Record and Signature Disclosure: Accepted: 8/8/2025 10:41:23 AM ID: 2f0b43f3-4e39-449c-a97a-ea07d4dd3827		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/8/2025 10:41:49 AM Viewed: 8/8/2025 5:01:41 PM Signed: 8/8/2025 5:02:04 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Kristen Dreyer kdreyer@ocalafl.gov Council President City of Ocala Security Level: Email, Account Authentication (None)	Signed by: kristen Dreyer 382728BFAF374FC... Signature Adoption: Pre-selected Style Using IP Address: 2600:1006:b154:7c9b:ddf4:88cd:aac7:c70 Signed using mobile	Sent: 8/8/2025 5:02:05 PM Viewed: 8/8/2025 5:04:45 PM Signed: 8/8/2025 5:04:55 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by:  8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/8/2025 5:04:56 PM Viewed: 8/8/2025 5:07:04 PM Signed: 8/8/2025 5:07:16 PM

Electronic Record and Signature Disclosure:
Accepted: 8/8/2025 5:07:04 PM
ID: bd30f1ab-e685-4d35-8dd0-1e79f1578ded

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/8/2025 8:27:25 AM
Envelope Updated	Security Checked	8/8/2025 10:40:35 AM
Envelope Updated	Security Checked	8/8/2025 10:40:35 AM
Envelope Updated	Security Checked	8/8/2025 10:40:35 AM
Certified Delivered	Security Checked	8/8/2025 5:07:04 PM
Signing Complete	Security Checked	8/8/2025 5:07:16 PM
Completed	Security Checked	8/8/2025 5:07:16 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Item Details

File Number: 2025-1694

ID #:	2025-1694	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	6	**In Control:**	City Council
				File Created:	07/18/2025
Presented By: :				**Final Action:**	08/05/2025

rmal Title: Approve a one-year renewal of the contract for continuing professional general aviation engineering services with McFarland Johnson, Inc

Internal Notes:

Target Meeting: 08/05/2025

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - Amendment 1 - Renewal - Continuing Airport Engineering Services - McFarland Johnson, Inc (AIR 220118), Fully Executed - Professional Airport Aviation Engineering Services - McFarland Johnson Inc. (AIR 220118), OCF Contract Extension Letter OCF MJ, Council Report 9-6-22 - Aviation Engineering Services (AIR 220118)

Enactment Number:

:ommendation:

Hearing Date:

Entered by: mgrow@ocalafl.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/05/2025	Approved				Pass
		Aye: 4	Pro Tem Bethea Sr, Council Member Hilty Sr, Council Member Musleh, and Council President Dreyer				
		Excused: 1	Council Member Mansfield				

Text of Legislative File 2025-1694

Submitted By: Matthew Grow
Presentation By: Michael Baker
Department: Aviation

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

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
NA

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

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

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

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

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

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

AGREEMENT FOR CONTINUING GENERAL AVIATION ENGINEERING SERVICES

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

R E C I T A L S :

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

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

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

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

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

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

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

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c76332.)

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

Exhibit A: Scope of Work (A-1 through A-5)
Exhibit B: Submitted Proposal (B-1 through B-92)
Exhibit C: Loaded Hourly Rates (C-1 through C-2)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **MISCELLANEOUS INSURANCE PROVISIONS**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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If to Consultant:	McFarland Johnson, Inc. Attn: James M. Festa, Chief Executive Officer 49 Court Street, Suite 240 Binghamton, NY 13901 Phone: 607-723-9421 Email: jfesta@mjinc.com
If to City of Ocala:	Daphne M. Robinson Esq., Contracting Officer 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 Fax: 352-690-2025 Email: notices@ocalafl.org
Copy to:	Robert W. Batsel, Jr. Gooding & Batsel, PLLC 1531 S.E. 36th Ave. Ocala, Florida 34471 Phone: 352-579-6536 Email: rbatsel@lawyersocala.com

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

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

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

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

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

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

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

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

ATTEST

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Ire Bethea Sr.

Ire Bethea, Sr.
City Council President

Approved as to form and legality

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

MCFARLAND JOHNSON, INC.

James M. Festa, PE

McFarland Johnson, Inc.
(Printed Name)

Chief Executive Officer
(Title)

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BACKGROUND

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

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

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

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

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

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

DETAILED SCOPE OF WORK

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

Category A – Aviation Planning Services

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

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

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

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

Preliminary Phase

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

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

Design Phase

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

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

Bidding and Negotiation Phase

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

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

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

Other Design Services

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

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

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

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

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

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

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RESPONSE TO LOI#AIR/220118

PROFESSIONAL ENGINEERING AND PLANNING SERVICES AT OCALA INTERNATIONAL AIRPORT

MARCH 15, 2022

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

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McFarland Johnson
Innovative Solutions / Sustainable Results

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

March 15, 2022

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

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

Dear Ms. Kimball and Selection Committee Members:

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

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

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

1

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

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

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

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

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

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

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

Sincerely,
MCFARLAND-JOHNSON, INC.

John Mafera
Vice President/Principal-in-Charge

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ABILITY OF PROFESSIONAL TEAM

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

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

AVIATION PLANNING SERVICES

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

ARCHITECTURAL/ENGINEERING DESIGN SERVICES

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

ARCHITECTURAL/ENGINEERING CONSTRUCTION ENGINEERING INSPECTION SERVICES

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

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

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

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

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

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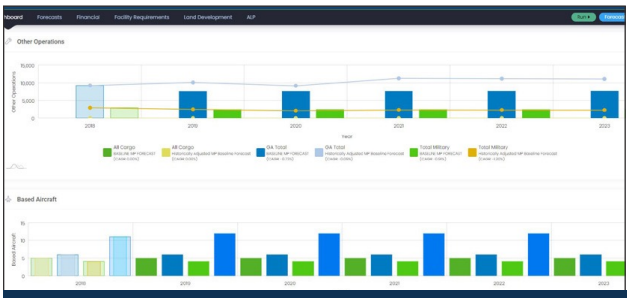
AVIATION PLANNING

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

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

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



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

MJ'S RELEVANT AVIATION PLANNING EXPERIENCE

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

FINANCIAL PLANNING AND FUNDING

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

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

ENGINEERING DESIGN

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

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

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

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

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

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

MJ'S RELEVANT DESIGN EXPERIENCE

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

CONSTRUCTION SUPPORT SERVICES

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

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

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

MJ'S RELEVANT CONSTRUCTION SERVICES EXPERIENCE

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

ENVIRONMENTAL SERVICES

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

MJ'S RELEVANT ENVIRONMENTAL EXPERIENCE

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

ABILITY OF PROFESSIONAL TEAM/ORGANIZATION

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

1 EVALUATION CRITERIA NO. 1 | ABILITY OF PROFESSIONAL PERSONNEL

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

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

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

SUBCONSULTANT PARTNERS

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

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

YOUR PROJECT MANAGER'S QUALIFICATIONS

ROBERT OVERBY
PROJECT MANAGER

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

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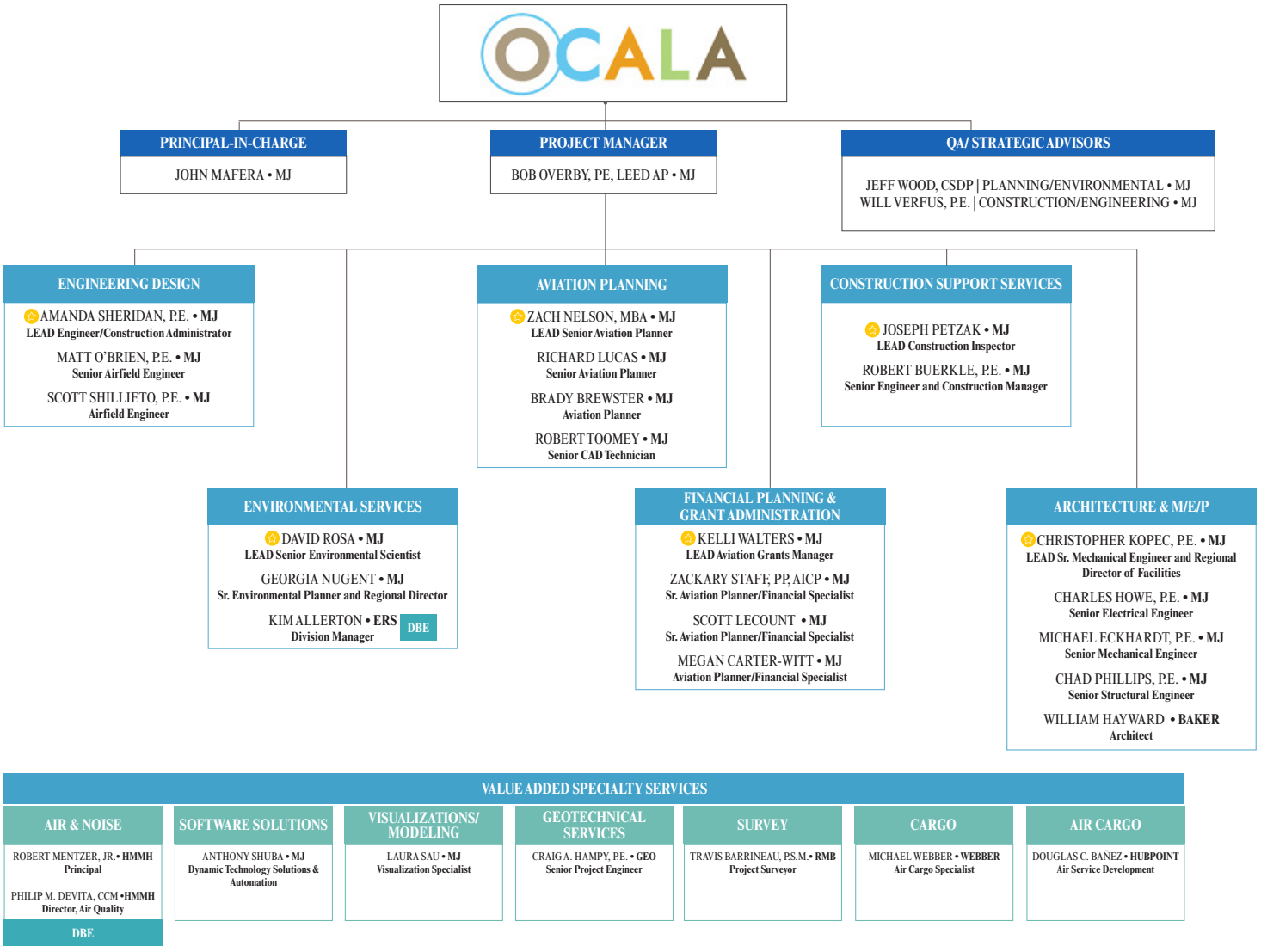
1 EVALUATION CRITERIA NO. 1 | ABILITY OF PROFESSIONAL PERSONNEL

PROJECT TEAM

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



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

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TEAM WORKING TOGETHER ON SIMILAR PROJECTS

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

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

EXAMPLE MJ TEAM AVIATION EXPERIENCE WORKING TOGETHER

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

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

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CHANGE ORDER MANAGEMENT & MINIMIZATION

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

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

REFERENCES

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

PAST PERFORMANCE ON SIMILAR PROJECTS

REPUTATION FOR HIGH-CALIBER WORK & PAST PERFORMANCE RECORD

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

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

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MONROE COUNTY AIRPORTS GENERAL CONSULTING SERVICES 5-YEAR TERM

PROJECT DETAILS

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

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

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

BROWARD COUNTY AVIATION DIVISION (BCAD) PLANNING SERVICES AGREEMENT

PROJECT DETAILS

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

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

2 EVALUATION CRITERIA NO. 2 | PAST PERFORMANCE

DAYTONA BEACH INTERNATIONAL AIRPORT

PROJECT DETAILS

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

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

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

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

PROJECT DETAILS

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

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

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

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TALLAHASSEE INTERNATIONAL AIRPORT GENERAL CONSULTING CONTRACTS

PROJECT DETAILS

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

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

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

GREENVILLE DOWNTOWN AIRPORT MASTER PLAN

PROJECT DETAILS

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

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

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2 EVALUATION CRITERIA NO. 2 | PAST PERFORMANCE

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

PROJECT DETAILS

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

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

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

MORRISTOWN MUNICIPAL AIRPORT TERM AGREEMENT

PROJECT DETAILS

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

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

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2 EVALUATION CRITERIA NO. 2 | PAST PERFORMANCE

DRBA AIRPORTS GENERAL PLANNING SERVICES TERM AGREEMENT

PROJECT DETAILS

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

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

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

OCALA INTERNATIONAL AIRPORT TAXIWAY A REHABILITATION

PROJECT DETAILS

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

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

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

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

PROJECT APPROACH

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

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

PROJECT MANAGEMENT PLAN

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

COLLABORATIVE PROJECT SCOPING

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

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

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

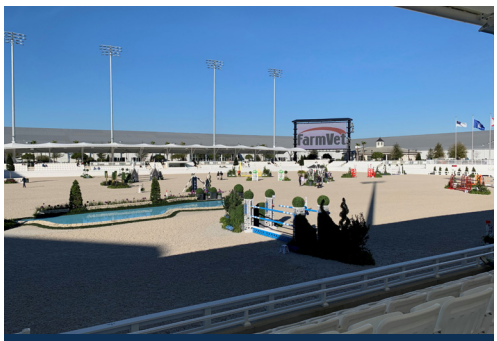
ACTIVE PROJECT MANAGEMENT AND PROGRESS TRACKING

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

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

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

STAKEHOLDER MEETINGS



World Equestrian Center, Ocala, FL

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

QUALITY SERVICES & QUALITY CONTROL

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

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

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

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

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

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

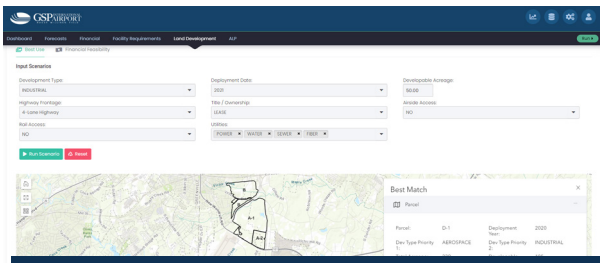
FAMILIARITY WITH FAA, FDOT AND FL REGULATORY AGENCIES

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

TECHNOLOGY

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

VALUE-ADDED TOOLS AND SERVICES



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

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

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

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

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

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WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS

SCHEDULE AVAILABILITY

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

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

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

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

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

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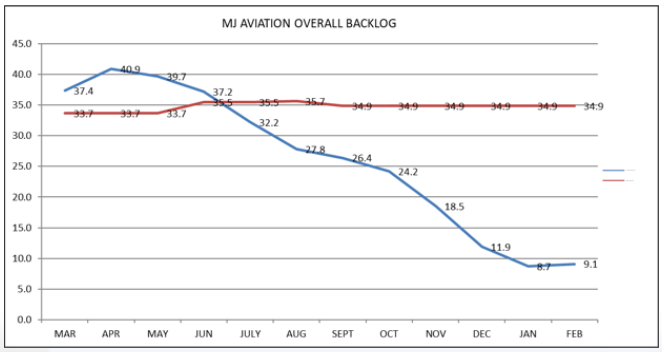
WORKLOAD PROJECTION

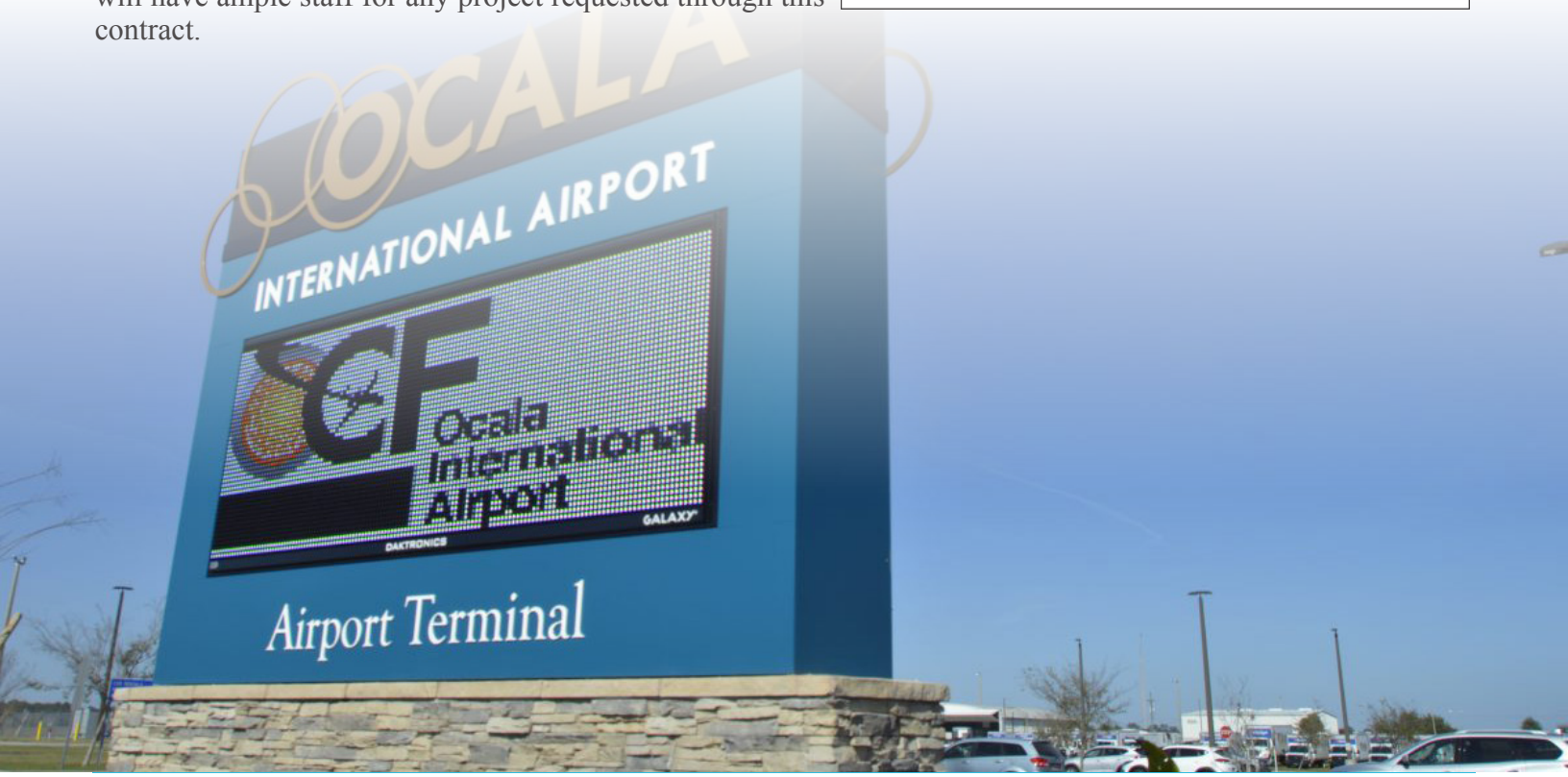
MJ Project Managers review and report on current project status and future anticipated projects on a monthly basis. This data is utilized to develop a real time workload projection for the overall company in addition to Aviation Planning and Aviation Design/Construction staff. **This data is utilized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

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

CURRENT WORKLOAD PROJECTION

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





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

Aviation Planning: 12-Month Look-Ahead

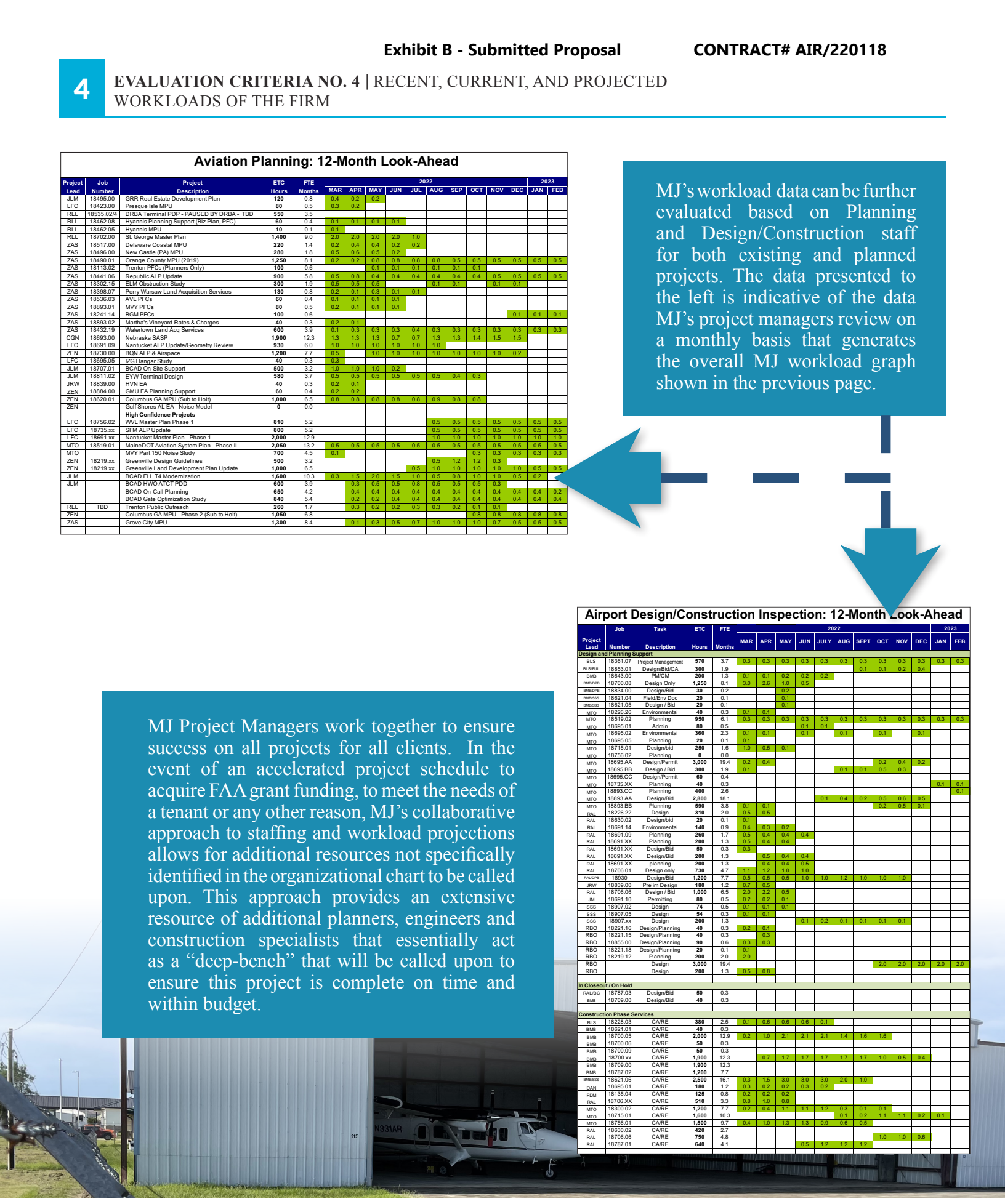
Project Lead	Job Number	Project Description	ETC Hours	FTE Months	2022 MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2023 JAN	FEB
JLM	18495.00	GRR Real Estate Development Plan	120	0.8	0.4	0.2	0.2									
LFC	18423.00	Presque Isle MPU	80	0.5	0.3	0.2										
RLL	18535.02/4	DRBA Terminal PDP - PAUSED BY DRBA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

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

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

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

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



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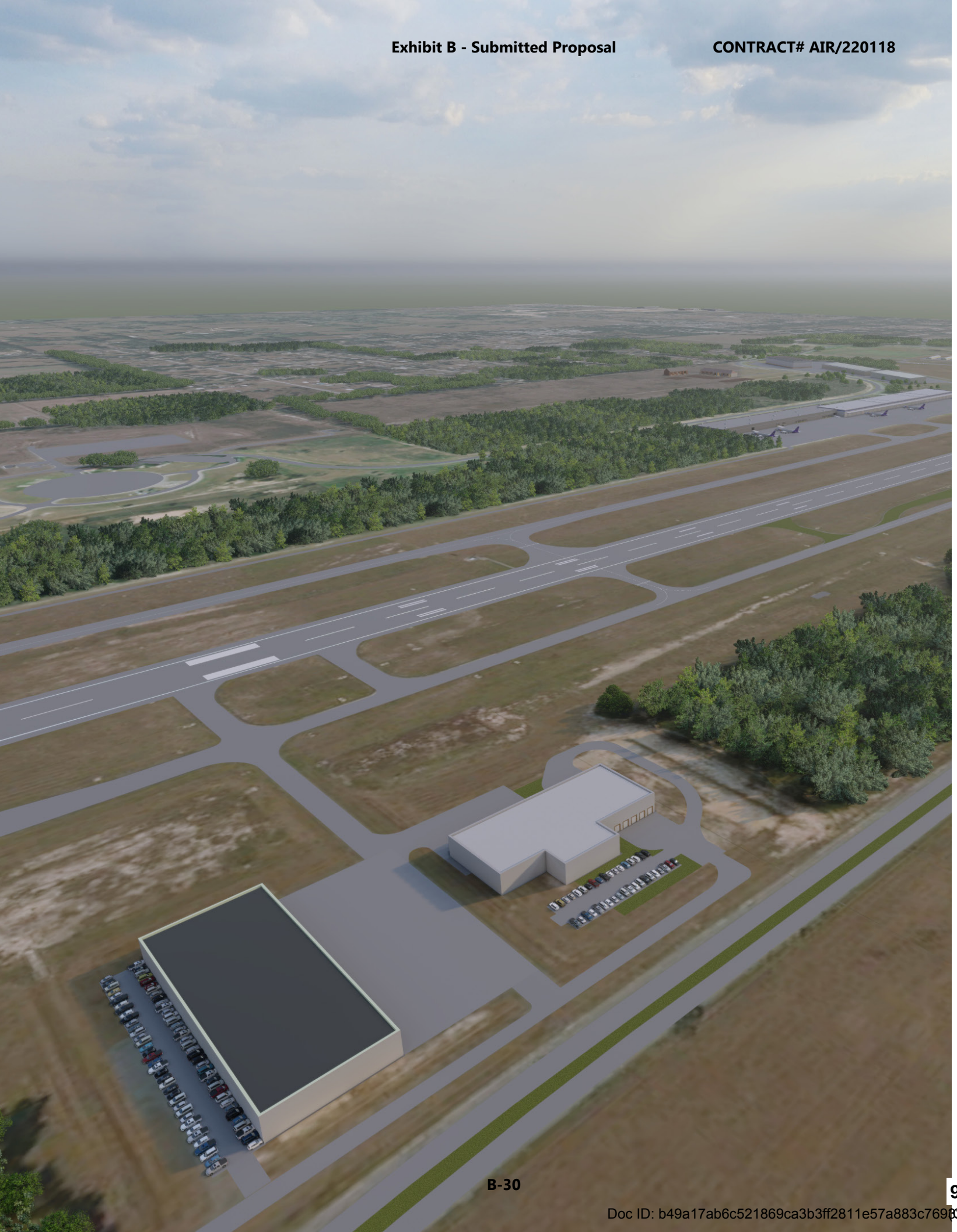

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ROBERT B. OVERBY, PE, LEED AP

MJ | PROJECT MANAGER

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

RELEVANT EXPERIENCE

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

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

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

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

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

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

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

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

ROBERT B. OVERBY, PE, LEED AP

MJ | PROJECT MANAGER

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

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

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

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

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

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

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

JOHN L. MAFERA, JR.

MJ | PRINCIPAL-IN-CHARGE

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

RELEVANT EXPERIENCE

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

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

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

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JOHN L. MAFERA, JR.

MJ | PRINCIPAL-IN-CHARGE

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

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

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

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

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

JEFFREY R. WOOD, CSDP

MJ | STRATEGIC ADVISOR - PLANNING AND ENVIRONMENTAL

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

RELEVANT EXPERIENCE

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

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

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

JEFFREY R. WOOD, CSDP

MJ | STRATEGIC ADVISOR - PLANNING AND ENVIRONMENTAL

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

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

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

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

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WILLIAM E. VERFUSS, PE

MJ | STRATEGIC ADVISOR - CONSTRUCTION AND ENGINEERING

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

RELEVANT EXPERIENCE

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

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

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

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

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

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

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

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

AMANDA SHERIDAN, PE

MJ | LEAD ENGINEER AND CONSTRUCTION ADMINISTRATOR

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

RELEVANT EXPERIENCE

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

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

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

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

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

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

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

AMANDA SHERIDAN, PE

MJ | LEAD ENGINEER AND CONSTRUCTION ADMINISTRATOR

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

Runway 16-34 Rehabilitation, McKinnon-St. Simons Island Airport, St. Simons Island, GA -- Lead Civil Engineer responsible for work tasks including airfield design, plan production, and specification development. The project involved design, bidding, and construction services for the asphalt pavement rehabilitation of Runway 16-34 (3,313' x 75'). Project Owner: Glynn County

West Apron Rehabilitation, Manassas Regional Airport, Manassas, VA - Full-time Resident Project Representative during construction. Design, bidding, and construction services were provided for the rehabilitation of approximately 10,000 square yards of existing asphalt apron pavement. Project Owner: City of Manassas

East General Aviation Apron Expansion, Brunswick Golden Isles Airport, Brunswick, GA - Civil Engineer responsible for airfield design and plan production. This project involved design services for the expansion of 55,000 square yards of concrete pavement on the existing general aviation apron. Project Owner: Glynn County Airport Commission

Runway 15/33 Repair Alkali-Silica Reaction (ASR), Bangor International Airport, Bangor, ME - Senior Engineer responsible for developing and evaluating six pavement design alternatives, providing plan production, and developing construction cost estimates, specifications, and construction safety phasing plans. This project involved the design, bidding and construction services for the repair of two localized surface heaves on Runway 15-33. Project Owner: City of Bangor

Compass Calibration Pad, Brunswick Golden Isles Airport, Brunswick, GA – Lead Civil Engineer responsible for work tasks including airfield design, plan production and review, and specification development. Design and bidding services for the construction of a new concrete compass calibration pad and asphalt taxilane. Project Owner: Glynn County Airport Commission

Tweed - New Haven Airport Master Plan Update, , New Haven, CT - Ms. Sheridan provided cost estimating services. MJ was the prime consultant for the Tweed-New Haven (HVN) Airport Master Plan Update. The project includes airport inventory, preparation of scenario-based forecasts of aviation activity, identification of facility requirements, alternatives analysis, and development of an airport layout plan. Key goals of the Master Plan included addressing the severely undersized terminal and associated landside facilities, determining the ultimate disposition of Runway 14-32, which was inactive at the time the Master Plan started, and determining the ultimate length of the primary runway, RW 2-20. The project also included extensive public outreach and evaluation of environmental constraints and permitting requirements. The project will result in an approved airport layout plan and will provide HVN a flexible planning tool to guide future airport development. Project Owner: Tweed-New Haven Regional Airport Authority

Waterville Taxiway A Reconstruction and New Electrical Vault, Robert LaFleur Airport, Waterville, ME - The City of Waterville is proposing to reconstruct the full-length parallel Taxiway A, and portion of the associated partial stub taxiways at the Robert LaFleur, Waterville Airport (WVL). The MaineSASP has strategically identified Federal Aviation Administration (FAA) eligibility for aviation pavements statewide as a system threat. This project is intended to be submitted for FAA Airport Improvement Program (AIP) funding assistance and the City has tasked McFarland Johnson with design, permitting, and construction oversight of the proposed work. Project Owner: City of Waterville

MATTHEW T. O'BRIEN, PE

MJ | SENIOR AIRFIELD ENGINEER

Matt is experienced in the design and management of aviation improvements for municipal, quasi-municipal and state airports. He understands both operations and infrastructure and he has worked on project scoping, permitting, design, construction oversight, and facility inspection. Matt has developed design reports, contract drawings, specifications, and cost estimates for projects ranging from runway extensions and relocations to taxiway and apron modifications and improvements. His experience includes airports throughout New England from small general aviation facilities like Fryeburg, ME to large commercial facilities like Bradley International in Hartford, CT. He is proficient in the use of AutoCAD Civil 3D, HydroCAD, StormCAD, and AutoTurn.

RELEVANT EXPERIENCE

Cape Cod Gateway Airport Three Year On-Call Planning Services, Barnstable, MA McFarland Johnson was selected to serve as a consultant for this three-term agreement, providing airport planning services for the Cape Cod Gateway Airport (formerly Barnstable Municipal Airport) in Hyannis. The airport is unique in its seasonality and air service role supporting the Cape and Islands region of Massachusetts combined with environmental sensitivities and oversight by the Cape Cod Commission. Tasks under this on-call planning contract include Airport Capital Improvement Plan development, an Airport Business Plan, airline networking presentations, Airport Rates and Charges Study, preparation of an Airport Master Plan, and PFC program amendments. Project Owner: Town of Barnstable, Massachusetts

Bangor Runway 15-33 Repair Alkali-Silica Reaction (ASR) Runway 15/33, Bangor International Airport, Bangor, ME - Project Manager This project involves the design, bidding and construction services for the repair of two localized surface heaves on Runway 15-33. MJ engaged JTC and internal staff to conduct the geotechnical investigation and following the review the results, MJ and APTech developed and presented six pavement design alternatives to the airport and MJ provided recommendations on the best solution for consideration by BGR. The subsequent 30-day period consisted of MJ's publishing of two project deliverables, a stakeholder coordination meeting led by MJ, and the publishing of the final bid documents. MJ reviewed and drafted a Bid Award Recommendation letter to BGR. MJ also completed the FAA Grant Application for execution by the City of Bangor. Pending acceptance of the FAA Grant Application, the ASR repairs will take place in the Fall of 2021. Project Owner: City of Bangor

Pease - Terminal Expansion Design, Portsmouth International Airport at Pease, Portsmouth, NH - The Portsmouth International Airport at Pease is being expanded to include a new concourse and holdroom, a new expanded TSA checkpoint, a new baggage handling system and CBIS building, a new passenger boarding bridge, new concession space, and a new baggage makeup area. Additionally, the project includes improvements to access security, security cameras and paging for the expansion as well as the existing terminal. This $18M expansion includes 24,322 sf of new space. Construction completion is planned for late 2020 and is funded by grants received from the FAA and State of New Hampshire Department of Transportation. The FAA grants include a Supplemental Discretionary Grant as well as use of the airport's Entitlement Grant funding. The proposed improvements are in response to a Study completed in 2018, which identified deficiencies in facility requirements to support the current and planned growth in enplanements at the Airport for both domestic and international carriers. Project Owner: Pease Development Authority

Pease-Terminal Improvements Planning Portsmouth International Airport at Pease, Portsmouth International Airport at Pease, Portsmouth, NH - This study focused on the existing airport terminal building and ancillary needs in the medium-term (2018-2020) and long-term (2020 and beyond). The study considers the

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MATTHEW T. O'BRIEN, PE

MJ | SENIOR AIRFIELD ENGINEER

needs of both domestic and international carriers. This project optimized a wide mix of aircraft ranging from A320 to B747 at the existing apron with existing and proposed passenger boarding bridges. This included gate planning, aircraft movements to ensure adequate separation, support vehicle movements, and jet blast reviews for building impacts. Additionally, this project included determining the terminal needs for the short- and long-term capacity and identifying the facility requirements and deficiencies for the terminal building size, automobile parking, and drop off pick-up ramp. Project Owner: Pease Development Authority

Martha's Vineyard Environmental Assessment and Impact Report for Capital Improvement Program Projects, , Martha's Vineyard, MA This project involves preparation of an Environmental Assessment and Environmental Impact Report (EA/EIR) for proposed capital improvements at the Airport. The EA/EIR will be prepared in accordance with FAA National Environmental Policy Act and Massachusetts Environmental Policy Act policies and procedures. The scope of work includes inventory and data collection, development of a purpose and need statement, alternatives development, and Environmental Notification Form (ENF) preparation. Land use, rare species, water supply, wastewater, transportation, energy and solid and hazardous waste resources will all be assessed as part of the ENF. The EA will address climate, Section 4(f) Resources, natural resources and energy supply as well as socioeconomic, environmental justice, and children's environmental health and safety risks. Project Owner: Martha's Vineyard Airport Commission

Belfast-Runway 15 Partial Parallel Taxiway & Runway 33 Bypass Taxiway, Belfast Municipal Airport, Belfast, ME - Project Manager responsible for oversight of all design, permitting, bidding and construction administration. Selected as a new consultant after the project was stalled by permitting, MJ provided stormwater design, wetland permitting, bidding, construction administration and resident engineering oversight on behalf of the City of Belfast. Project Owner: City of Belfast, Maine

Burlington International Airport - Rehabilitate Taxiway A, VT - Project Manager The project involves design, bidding, and construction services for the rehabilitation of approximately 1,800 LF x 75' of parallel Taxiway A as well as two connector taxiways. Project includes drainage modifications, review of geometric and grading standards, complex coordination of project phasing to minimize impacts to the parallel runway, new lighting, and permitting. Project Owner: Burlington International Airport

ESAA-Transient Hangar and Terminal Building Improvement, Eastern Slope Regional Airport, Fryeburg, ME - Project Manager responsible for overall project management including adherence to schedule, coordinating with the architect, and providing support to receive funding. At Eastern Slope Regional Airport in Fryeburg, Maine, MJ is working with the airport authority to construct an FBO style corporate hangar. Working through the congressional delegations of both Maine and New Hampshire, we have helped the authority put together a funding package that includes over $1.5 million. Project Owner: Eastern Slope Airport Authority

Morristown-Runway 5-23 Rehabilitation, Morristown Municipal Airport, Morristown, NJ - Project Engineer responsible for quality control review of design plans. This project included evaluations and analysis, environmental analysis and permitting, design, and bidding associated with the construction of airfield pavement and base course, drainage structures, service roads and bridges, retaining walls, runway safety area (RSA) improvements, Engineered Materials Arresting System (EMAS), and instrument landing system (ILS) facilities for the primary runway at this large general aviation airport. Evaluations completed for the project included on-site environmental investigations, delineation of specifically regulated project areas, evaluations of various impacts in conformance with environmental regulations, geotechnical investigations and laboratory analysis of existing soil properties, investigating and monitoring groundwater elevations, analysis of the current and future

SCOTT S. SHILLIETO, PE

MJ | AIRFIELD ENGINEER

Scott has experience in the design and inspection of aviation projects at both commercial and general aviation facilities. He has assisted on numerous airport design and planning projects, completing tasks that included runway and taxiway layout, drainage design, quantity takeoffs, estimating, pavement design, geometric design, lighting, and signing. He also has experience as a resident engineer at TF Green Airport near Providence, RI, Hanscom Field in Bedford, MA and Manchester Boston Regional Airport, in Manchester, NH. Scott observed construction and completed all required documentation for several projects. Scott is proficient in both AutoCAD Civil3D and MicroStation.

RELEVANT EXPERIENCE

Rhode Island T.F. Green International Airport Runway 34 Construction Administration Phase II - Runway 34 End Safety Area, NAVAID Improvements, and Wetland Mitigation, Rhode Island T.F. Green International Airport, Warwick, RI - Assistant to the Resident Engineer responsible for monitoring the construction of the project. MJ provided resident engineering services to AECOM for Phase II - Runway 34 End Safety Area and NAVAID Improvements and Wetland Mitigation at TF Green Airport, including the runway safety area, EMAS, NAVAID (FAA & RIAC Owned), embankment construction, raising the RW 34 threshold elevation, vehicle service road construction, new pavement, drainage, wetland site mitigations, pavement markings, taxiway and runway lighting, and signage improvements. Project Owner: Rhode Island Airport Corporation

Runway 34 Resident Eng, T.F. Green, RI - Assistant to the Resident Engineer responsible for monitoring the construction of the project. This project reconstructed the end of Runway 34 including a portion of the runway and the entire runway safety (including a new EMAS pad) while providing NAVAID improvements. Project Owner: Rhode Island Airport Corporation

Bangor Runway 15-33 Repair Alkali-Silica Reaction (ASR) Runway 15/33, Bangor International Airport, Bangor, ME - This project involves the design, bidding and construction services for the repair of two localized surface heaves on Runway 15-33. MJ engaged JTC and internal staff to conduct the geotechnical investigation and following the review the results, MJ and APTech developed and presented six pavement design alternatives to the airport and MJ provided recommendations on the best solution for consideration by BGR. The subsequent 30-day period consisted of MJ's publishing of two project deliverables, a stakeholder coordination meeting led by MJ, and the publishing of the final bid documents. MJ reviewed and drafted a Bid Award Recommendation letter to BGR. MJ also completed the FAA Grant Application for execution by the City of Bangor. Pending acceptance of the FAA Grant Application, the ASR repairs will take place in the Fall of 2021. Project Owner: City of Bangor

Belfast-Runway 15 Partial Parallel Taxiway & Runway 33 Bypass Taxiway, Belfast Municipal Airport, Belfast, ME - Assistant Engineer responsible for pavement design/layout, electrical design/layout, safety and phasing plans/reports, erosion control and erosion control plans, bidding and award assistance and miscellaneous construction assistance. Selected as a new consultant after the project was stalled by permitting, MJ provided stormwater design, wetland permitting, bidding, construction administration and resident engineering oversight on behalf of the City of Belfast. Project Owner: City of Belfast, Maine

Bradley Catch Basin Plates Temporary Drainage Structure Repair, Bradley International Airport, Windsor Locks, CT - MJ was contracted to provide design and bid phase services associated with the removal of the existing steel plates and installation of new steel plates on the side-by-side stormwater drainage and glycol collection/ recovery systems catch basins, located on the Air Carrier Apron at Bradley International Airport. MJ provided structural analysis and designed the plates to carry the largest aircraft load anticipated on the Air Carrier Apron as

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well as shear calculations for the bolts. As part of the new design, we designed a plate taper and recessed the bolts to allow uninhibited passage of snow clearing vehicles. Additional consideration was given to the stormwater and glycol flows to pass to pass into the basins and provide access to the gate valves located below the catch basin grates. MJ developed the construction safety plan and coordinated with the CAA to determine the progression of the work during construction to minimize impact on passengers. Project Owner: Connecticut Airport Authority

Burlington International Airport - Rehabilitate Taxiway A, VT - The project involves design, bidding, and construction services for the rehabilitation of approximately 1,800 LF x 75' of parallel Taxiway A as well as two connector taxiways. Project includes drainage modifications, review of geometric and grading standards, complex coordination of project phasing to minimize impacts to the parallel runway, new lighting, and permitting. Project Owner: Burlington International Airport

Elmira Corning Terminal Revitalization, Elmira Corning Regional Airport, Horseheads, NY - The design and construction of the $61.5M terminal expansion and renovation, funded through the NY Upstate Airport Economic Development and Revitalization and FAA grant monies, was accomplished with a fast-track approach. The design and construction of the airport terminal improvements was advanced to completion in approximately 18 months, with a scheduled completion date of October 31, 2018. The project included expansion to accommodate a new concourse area, a new security checkpoint, a new baggage handling facility and claim area, and both new and renovated passenger boarding bridges. An enclosed courtyard that showcases the local landscape and was built with sustainable building and renewable energy technologies, including a geothermal heating and cooling system for the entire facility was an important feature. Entirely new M/E/P and fire protection systems were also integral components of this renovated/expanded facility. The project was designed and bid in phases to allow for continued operation of the facility while the terminal expansion was progressing. Project Owner: Chemung County

Hanscom Field Taxilane and Apron Pavement Reconstruction, Laurence G. Hanscom Field, Bedford, MA - Project Engineer responsible for geometric design, pavement parking, shop drawing review, construction safety phasing plan, quantity takeoffs, bidding and addendum preparation, and as-built plans. This project involves design, construction administration and resident engineering for the reconstruction of the taxilane and apron pavements around the Pine Hill T-Hangars at the L.G. Hanscom Field, in conformance with FAA Airport Design guidelines. Recycled pavement was used as a stabilized base course for the new pavement. New bituminous concrete wearing surfaces were constructed throughout the project limits. Phased construction was utilized to minimize disruptions to T-hangar operations. New pavement markings and drainage were also provided. Project Owner: Massachusetts Port Authority

Hanscom Taxiway G Runup Area & Runway 23 Safety Area Improvements, L.G. Hanscom Field, Bedford, MA - Junior Engineer responsible for geometric design, lighting, grading and drainage and preparation of the Construction Safety and Phasing Plan. As the Resident Engineer, Scott was responsible for coordinating testing, monitoring construction activities, reviewing periodic cost estimates, assembling and hosting meetings, and writing meeting minutes. This project involves design, bid phase, construction administration and resident engineering services for the construction of a new runup area on Taxiway G, improvements to the runway safety area (RSA) for the Runway 23 end, and the installation of an airfield access road for a temporary Airfield Rescue and Fire Fighting (ARFF) at L.G. Hanscom Field. The scope of work will include: construction of a new paved aircraft runup area on Taxiway G near the end of Runway 23; rehabilitation of pavement areas within the RSA to reclaim the impervious pavement materials; install 200 ft by 200 ft paved RSA for the Runway 23 end and placement of turf along the rest of the RSA; and constructing a paved road from the temporary ARFF Building Addition to the runway. Careful construction phasing will be provided to minimize disruptions. New pavement markings and lighting improvements to Taxiway G will also be provided. Project Owner: Massachusetts Port Authority

ZACHERIAH E. NELSON, MPA

MJ | LEAD SENIOR AIRPORT PLANNER

Mr. Nelson is an Airport Business Top 40 Under 40 recipient with over 14 years of airport planning and design experience, including both domestic and international projects. Having direct experience across a broad spectrum of airport issues, he has led a variety of projects, including airport master plans, noise compatibility studies, aircraft/airport compatibility assessments, runway safety area determination studies, airspace obstruction analyses, eALP's, aviation forecasting, and airport capacity studies. Mr. Nelson is also experienced in teaching collegiate-level airport planning and design courses, participating in industry conference panel discussions, and conducting focused research.

RELEVANT EXPERIENCE

On-Call Planning Review and Advisory Services, Fort Lauderdale-Hollywood International & North Perry Airports, Fort Lauderdale, FL - Senior Airport Planner responsible for technical deliverables to support alternative development and recommendations for tenant, heliport, airspace planning, air cargo center development and bicycle path programming and providing on-site planning advisory services. McFarland Johnson is providing professional consulting services to the Broward County Aviation Department for projects at Fort Lauderdale Hollywood International Airport and North Perry Airport. Task assignments to date at Fort Lauderdale-Hollywood have included: landside master plan assistance (including parking, circulation and access plans), on-site planning support advisory services (Northwest and West MRO campus development, bikeway analysis, runway drop off safety enhancements, review of NEPA requirements and development of land use alternatives), Categorical Exclusion for the pavement rehabilitation on the North Airfield, and development of a dynamic master plan interface as well as other technical development support (parcel data, portal web page development). Project Owner: Broward County Aviation Department

Dynamic Master Plan Assistance, Fort Lauderdale-Hollywood International Airport, Fort Lauderdale, FL – Senior Airport Planner responsible for technical deliverables to support alternative development and recommendations for tenant, heliport and airspace planning, air cargo center development, and bicycle path programming. McFarland Johnson is providing planning assistance under this term agreement. To date, MJ has been involved in a number of task assignments, providing alternatives review and recommendations for projects such as: departure curbs; arrival curb emergency vehicle parking; cell phone waiting lot; and air cargo center. Also provided bike path program development & recommendations, and on-site planning advisory services. Project Owner: Broward County

Gerald R. Ford Strategic Real Estate Development Plan, Gerald R. Ford International Airport, Grand Rapids, MI - Deputy Project Manager and Lead Planner responsible for branding consultation, alternative development schemas, phasing, financial proformas, DAT development, client engagement and quality review. GRR, the second busiest commercial service airport in Michigan, is comprised of approximately 3,130 acres of land with approximately 900 acres of property available for lease and development. There are specific real estate development opportunities that require or are significantly enhanced by the presence of the Airport. MJ has been tasked with identifying these aviation/real estate relationships, determining which types of development are appropriate for and desired by the Airport and developing a Strategic Real Estate Development Plan to guide and facilitate desired aviation and non-aviation real estate development. To achieve this objective, MJ will prepare a master land use and site development plan for specific parcels on or adjacent to GRR based on current regional and national market trends and conditions obtained through a real estate market analysis. The unified master land use plan and associated development concepts will provide a framework for future development, evaluate development phasing, costs and financial impacts, identify a strategic implementation action plan and include a comprehensive marketing program and tools to target potential tenants.

ZACHERIAH E. NELSON, MPA

MJ | LEAD SENIOR AIRPORT PLANNER

Greenville Downtown Airport Layout Plan (ALP) Updates, Greenville Downtown Airport, Greenville, SC - Project Manager responsible for project coordination. This project will focus on providing a 20-year development plan for the busiest General Aviation airport in the state of South Carolina by providing focused yet flexible solutions to facilitating new and expanded activities by several disparate types of airport users and tenants. Additionally, a detailed Runway Safety Area (RSA) determination will be included in this study effort to provide analysis and guidance relative to mitigating non-standard RSA conditions for the Airport's primary runway without reducing airfield utility. This will provide for additional useable runway length without physical expansion. Project Owner: Greenville Downtown Airport

Greenville-Spartanburg Auto Parking Expansion Project Definition and Programming, Greenville-Spartanburg International Airport, Greer, SC - Deputy Project Manager and Lead Planner responsible for parking demand forecasting, design alternatives identification, value engineering coordination, client engagement and quality review. This project involves development of a project definition and programming (PDP) report, including detailed planning and preliminary engineering drawings, that outline proposed parking development areas, project budgets, and construction schedules to address parking demand through 2025 and 2030 for five (5) parking types and areas. This information will be based on a detailed analysis including: recent changes in parking demand and passenger traffic, preliminary site investigations, revised site layouts, preliminary site grading and construction cost estimates. The PDP will establish forecast demand levels and identify proposed parking areas for public economy parking, employee parking, valet parking and cell phone waiting lot parking. Project Owner: Greenville-Spartanburg Airport Commission

Greenville-Spartanburg International Airport Dynamic Master Plan & e-ALP Update, Greenville-Spartanburg International Airport, Greer, SC - Lead Planner responsible for coordinating and completing project tasks, including inventory of existing conditions and stakeholder engagement, aviation demand forecasting, demand capacity analysis and facility requirements identification, development alternatives support, implementation plan, public participation, and client coordination. This Plan includes scenario-based planning analyses and an innovative dynamic planning approach that provides quick feedback regarding possible scenarios and resultant impacts. GSP staff are able to analyze new opportunities and planning challenges proactively before they occur rather than undergoing time consuming and costly planning efforts in a reactionary manner. The Plan focuses primarily on landside access, circulation and auto parking facilities, air cargo facility development and operations, enhanced land development and obstruction planning and consolidation of previous planning efforts into a single electronic source for planning and GIS information. The plan incorporates adjustable forecasts, scenario-based planning, planning activity levels with specific trigger points and enhanced land development and highest or best use principles. Project Owner: Greenville-Spartanburg Airport Commission

Greenville-Spartanburg International Airport Terminal Expansion Study, Greer, SC - Deputy Project Manager and Lead Planner responsible for development of project definition and programming report (PDP) which identifies a preferred commercial terminal development program to enable GSP to accommodate up to and beyond 3 million annual enplaned passengers. This project entailed study and development of a project definition and programming (PDP) report that identifies a preferred commercial terminal development program to enable GSP to accommodate up to and beyond 3 million annual enplaned passengers. The resultant $170 million dollar program provides for two concourse expansions, eight additional aircraft gates, expanded commercial aircraft apron (including RON apron), an FIS facility, expanded outbound baggage system, an additional three-unit baggage claim, an expanded administrative suite and significant roadway modifications and terminal curb improvements. Project Owner: Greenville-Spartanburg Airport Commission

RICK LUCAS

MJ | SENIOR AVIATION PLANNER

Rick is a project manager, senior aviation planner and licensed private pilot with a unique background in aviation and more than 17 years of airport project management and planning experience. He has been involved in numerous aviation planning studies including airport master plans and state aviation system plans. His expertise includes the research and demand trends analysis of both general aviation and commercial service airports; development of aviation demand forecasts; assessment of airside/landside requirements; financial feasibility assessments; and strategy development; as well as Airline coordination. Rick has extensive experience assisting airport clients with capital program development and funding strategies, supporting program and project development; from needs identification, through funding/grant application and project implementation. Previously, Rick worked in an airport operations department where he learned the fundamentals of airport operations and management, such as knowledge and enforcement of FAR Part 139 and TSR 1542 regulations, emergency accident/incident response, and resolving airport tenant disputes. Rick has also earned a B.S. Degree in Aviation Business Administration, Airport Management from Embry-Riddle Aeronautical University.

RELEVANT EXPERIENCE

Greenville-Spartanburg Auto Parking Expansion Project Definition and Programming, Greenville-Spartanburg International Airport, Greer, SC - Deputy Project Manager and Lead Planner responsible for parking demand forecasting, design alternatives identification, value engineering coordination, client engagement and quality review. This project involves development of a project definition and programming (PDP) report, including detailed planning and preliminary engineering drawings, that outline proposed parking development areas, project budgets, and construction schedules to address parking demand through 2025 and 2030 for five (5) parking types and areas. This information will be based on a detailed analysis including: recent changes in parking demand and passenger traffic, preliminary site investigations, revised site layouts, preliminary site grading and construction cost estimates. The PDP will establish forecast demand levels and identify proposed parking areas for public economy parking, employee parking, valet parking and cell phone waiting lot parking. Project Owner: Greenville-Spartanburg Airport Commission

Greenville-Spartanburg International Airport Terminal Expansion Study, Greer, SC - Deputy Project Manager and Lead Planner responsible for development of project definition and programming report (PDP) which identifies a preferred commercial terminal development program to enable GSP to accommodate up to and beyond 3 million annual enplaned passengers. This project entailed study and development of a project definition and programming (PDP) report that identifies a preferred commercial terminal development program to enable GSP to accommodate up to and beyond 3 million annual enplaned passengers. The resultant $170 million dollar program provides for two concourse expansions, eight additional aircraft gates, expanded commercial aircraft apron (including RON apron), an FIS facility, expanded outbound baggage system, an additional three-unit baggage claim, an expanded administrative suite and significant roadway modifications and terminal curb improvements. Project Owner: Greenville-Spartanburg Airport Commission

Trenton-Mercer Airport New Terminal EA, Design & Construction, Trenton-Mercer Airport, West Trenton, NJ - This project requires preparation of an Environmental Assessment for construction of a new 125,000 SF terminal building, realigned access roads, relocation of the Aircraft Rescue and Firefighting (ARFF) building and an expansion of the vehicle parking lot. Key environmental concerns expressed by the public included noise, air quality, wetlands, floodplains, and stormwater. Project Owner: Mercer County

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RICK LUCAS

MJ | SENIOR AVIATION PLANNER

Cape Cod Gateway Airport On-Call Planning & CIP Support, Cape Cod Gateway Airport, Hyannis, MA - Project Manager McFarland Johnson was selected to serve as a consultant for this three-term agreement, providing airport planning services for the Cape Cod Gateway Airport (formerly Barnstable Municipal Airport) in Hyannis. The airport is unique in its seasonality and air service role supporting the Cape and Islands region of Massachusetts combined with environmental sensitivities and oversight by the Cape Cod Commission. Tasks under this on-call planning contract include Airport Capital Improvement Plan development, an Airport Business Plan, airline networking presentations, Airport Rates and Charges Study, preparation of an Airport Master Plan, and PFC program amendments. Project Owner: Town of Barnstable, Massachusetts

Cape Cod Gateway Airport Rates and Charges Study, Cape Cod Gateway Airport, Hyannis, MA - Cape Cod Gateway Airport (formerly Barnstable Municipal Airport) management identified a need to improve the methods by which they establish Airport rates and charges during the annual budgetary cycle. MJ provided a spreadsheet-based financial model that analyzes and demonstrates a direct link between costs borne by the Sponsor and fees charged for use of the airfield and terminal areas. Additionally, the model includes added functionality to support the Sponsor's pricing policy for the fuel concession business, and distinctions rates to accommodate use by signatory and non-signatory operators, and the potential for applying seasonal premiums. The Study documentation provides the basis for a change in rate-making method, includes relevant information and guidance pertaining to FAA grant assurances and Airport Compliance Manual guidance for use by Airport Management and the Airport Commission. Project Owner: Town of Barnstable, Massachusetts

Nantucket Memorial Airport Rates and Charges Study, Nantucket Memorial Airport, Nantucket, MA - The Nantucket Memorial Airport Commission identified a need to study rates and charges at Nantucket Memorial Airport. It was the Airport's goal to evaluate existing levels for rates and charges, as well as to review and update the method for determining rates and charges at the Airport. The study included a review of the existing airport rates and charges, the development of recommendations for updates to existing airport rates and charges, and the development of a recommended rate-setting method and model for recurring use to assist with the long-term development of rates and charges each budget year into the future. In addition, the project included a policy and procedural review to identify any linkage between fees charged with accounts and sub-accounts and to identify any needs for improvements that can aid the Airport in collecting, coding, tracking, and improving the appropriateness of fees for the long-term. Project Owner: Nantucket Airport Commission

DRBA-Develop Passenger Facility Charge Program Application Documents at Wilmington Airport, Wilmington Airport, Wilmington, DE - Senior Airport Planner responsible for project coordination related to the PFC application. This project involves developing a Passenger Facilities Charge (PFC) program application for the Wilmington Airport (ILG). The program incorporates the use of PFC funds collected from 2014 through 2017 and is the first PFC program at ILG. Tasks include coordination with the FAA; the completion of project details and descriptions; preparation of cash flow projections; and establishment and justification of project eligibility. Additionally, the project includes compiling all information for the required notices to air carriers and the public, as well as preparation of a presentation for an air carrier coordination meeting. The result of the project will be a PFC program, meeting all FAA requirements, and the reimbursement of local share costs for over 20 projects. Project Owner: Delaware River and Bay Authority

BRADY BREWSTER

MJ | AVIATION PLANNER

Mr. Brewster is a passionate aviation planner with consulting and on-site experience at a wide range of airports from general aviation fields to the nation's busiest large-hubs. He has conducted Airport Master Plans, including preparation of written narrative reports, forecasts of aviation demand, site planning studies, and graphic model development. He has also conducted commercial aircraft gate analyses, terminal expansion planning studies and coordinated the preparation of policy and procedure documents to optimize planning workflows at large-hub airports. He is experienced in multiple planning platforms including: AviPlan, AutoCAD and Geographic Information Systems (GIS). Mr. Brewster also has experience supporting the day-to-day project and operational planning needs of large commercial service airports as an on-site extension of staff.

RELEVANT EXPERIENCE

Broward - FLL Commercial Air Gate Change Review Process, , Fort Lauderdale, FL - Airport Planner responsible for conducting gate planning and modeling for all 66 existing gates and remaining overnight parking areas at the Fort Lauderdale-Hollywood International Airport. In addition to providing functional figures for maintenance and operations teams to ensure proper paint markings were present on the airfield, Mr. Brewster drafted a policy and procedure documents to directly manage requests from airlines for modification to paint markings at existing gates. This policy, adopted in August 2020 will better utilize airport department resources and ensure a timely planning review is conducted for safety and uniformity of all gate modeling and gate stand paint markings. In addition to policy documentation, an airport-wide model was created with dynamic functionality showing 2D and 3D aircraft parking movements and passenger boarding bridge docking simulations. Project Owner: Broward County

Commercial Aircraft Gate Modeling and Change Review Process at Fort Lauderdale-Hollywood International Airport, Fort Lauderdale, FL – As a specialist in AviPLAN aircraft modeling software, Mr. Brewster conducted gate planning and modeling for all 66 existing gates and remain overnight parking areas at the Fort Lauderdale-Hollywood International Airport. In addition to providing functional figures for maintenance and operations teams to ensure proper paint markings were present on the airfield, Mr. Brewster drafted a policy and procedure documents to directly manage requests from airlines for modification to paint markings at existing gates. This policy, adopted in August 2020, will better utilize airport department resources and ensure a timely planning review is conducted for safety and uniformity of all gate modeling and gate stand paint markings. In addition to policy documentation, an airport-wide model was created with dynamic functionality showing 2D and 3D aircraft parking movements and passenger boarding bridge docking simulations. Project Owner: Broward County

On-Site Supplemental Planning Support Services for Projects at Fort Lauderdale-Hollywood International Airport, Fort Lauderdale, FL – Airport Planner for the Broward County Aviation Department responsible for serving as an extension of staff to the Broward County Aviation Department, completing planning analyses, preparing documentation, and conducting advance planning studies to implement an aggressive capital improvement program recommended by the recently completed Master Plan. Fort Lauderdale's vision for the future calls for demand-driven, incremental units of development that include an Automated People Mover (APM) system connecting all four terminals, an intermodal center, a new parking garage and hotel/commercial center, in addition to robust terminal expansion and the addition of a fifth terminal complex to meet growing passenger demand. Mr. Brewster is well versed in FAA planning and design criteria and has prepared maps, figures, reports, and development analyses to strategically guide recommendations on airside and landside development. Project Owner: Broward County

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BRADY BREWSTER

MJ | AVIATION PLANNER

Purpose & Need Documentation for Landside Projects at FLL, Fort Lauderdale-Hollywood International Airport, Fort Lauderdale, FL - Extension of staff Airport Planner Airport Planner responsible for serving as an extension of staff to the Broward County Aviation Department, completing planning analyses, preparing documentation and providing QA/QC for all deliverables. This project included aviation planning analyses essential to the development of required purpose and need projections, calculations, modeling, and documentation to support the alternative refinement of airport landside projects and initiatives including the Automated People Mover (APM), Parking Garage Demolition and Replacement and the Terminal Loop Roadway and Curbfront Improvements. The purpose and need documentation provided pertinent background information regarding need and justification for the recommended airport improvements as presented in the most recent Master Plan Report, ALP drawing set, and other information provided by BCAD. Existing and projected aviation activity was discussed as it relates to the recommended improvements. Financing, implementation, and phasing of the proposed improvements were also discussed. Project Owner: Broward County

Greenville-Spartanburg Miscellaneous Land Planning Support, Greenville-Spartanburg International Airport, Greer, SC - Airport Planner responsible for conducting a special study to determine the compatibility of serving a widebody 747 aircraft at the existing terminal layout. Also responsible for preparing 2D and 3D models to show aircraft movements powering in to a proposed widebody parking spot, providing a passenger boarding bridge compatibility assessment, and ensuring all appropriate safety and operational clearances are maintained. Resulted in increased capacity and flexibility for the airport while utilizing existing infrastructure and resources. The Airport has a total of roughly 4,700 acres of land, with approximately 50% of that available for non-aeronautical development. MJ is providing land development and land use planning for various parcels within GSP's portfolio to prepare them for marketing to potential tenants. Parcel development; highest and best use analyses; roadway network and illustrative renderings and modeling are being provided under this task.

City of St. George - SGU Airport Master Plan, St. George Regional Airport, St. George, UT - Airport Planner responsible for assisting with terminal modeling. Conducted spatial analysis for check-in areas, TSA screening areas and passenger hold rooms. He also provided modeling for commercial parking positions on the airfield to ensure compatibility with existing Passenger Boarding Bridges. This project represents the first Airport Master Plan developed for the St. George Regional Airport. The purposed of the Plan is to evaluate the growing needs of the Airport users as well as the aviation needs of the surrounding communities. The first step was to determine a method of forecasting, as there were fewer than ten years of historical data, and the existing facilities were already becoming constrained. A stakeholder committee was established and a public information workshop conducted to encourage public participation in the project. Project Owner: City of St. George

Cape Cod Gateway Airport Master Plan/Airport Layout Plan Update, Cape Cod Gateway Airport, Barnstable, MA - Airport Planner responsible for gate modeling simulations and conceptual terminal modifications that will assess how expanded traffic will impact both airside and landside facilities. McFarland Johnson was selected to create the Master Plan. The airport is unique in its seasonality and air service role supporting the Cape and Islands region of Massachusetts combined with environmental and community sensitivities. The Master Plan includes an airports GIS survey, scenario-based forecasts and capacity that are uniquely influenced by its seasonal service, a robust environmental overview, terminal building and apron review due to changing airline fleets, runway length evaluation, and review of non-standard geometry. Additional considerations are non-aviation revenue and income diversification and roadway access to the airport. Project Owner: Town of Barnstable, Massachusetts

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ROBERT TOOMEY

MJ | SENIOR CAD TECHNICIAN

Mr. Toomey is experienced in the use of MicroStation, AutoCAD and ArcView and utilizes this software to develop associated plans, figures and layout sheets for a variety of environmental, planning, and design assignments. Mr. Toomey's experience includes providing plans, details, and quantity estimates to support aviation, highway and bridge projects.

RELEVANT EXPERIENCE

Master Plan Update, Key West International Airport, Key West, FL - Technician responsible for development of Master Plan figures. This Master Plan Update addressed several key issues including runway length requirements, passenger terminal capacity, curbside and parking capacity, aircraft parking positions and apron capacity and configuration, runway and taxiway geometry, and future general aviation (GA) facility requirements. As a subconsultant, MJ is responsible for: evaluation of existing general aviation (GA) and land use conditions, GA and based aircraft forecasts of activity, GA facility requirements and development alternatives, land use planning, NAS Key West joint use facility analyses, and public involvement. Project Owner: Monroe County

Airport Layout Plan Updates, Sumter County Airport, Sumter, SC - CADD Technician responsible for AutoCAD figures, plans and obstruction analysis. McFarland Johnson conducted an Airport Layout Plan Update for Sumter Airport. The project explored the extension of the primary runway to better accommodate mid- to large-sized corporate jets, which are increasingly utilizing the Airport. The plan also identified opportunities to develop new hangar space and diversify airport revenues through targeted asset management. This 14-month project relied heavily on direct engagement with the Airport Sponsor and a diverse group of stakeholders, culminating in an airport development workshop and strong consensus for the recommended plan. The project was funded primarily by the FAA through an AIP grant to the Airport with matching funds provided by both the South Carolina Aeronautics Commission and the Airport Sponsor. Project Owner: Holt Consulting Company, LLC

Airport Layout Plan (ALP) Updates, Greenville Downtown Airport, Greenville, SC - CADD Technician responsible for AutoCAD figures, plans and obstruction analysis. This project will focus on providing a 20-year development plan for the busiest General Aviation airport in the state of South Carolina by providing focused yet flexible solutions to facilitating new and expanded activities by several disparate types of airport users and tenants. Additionally, a detailed Runway Safety Area (RSA) determination will be included in this study effort to provide analysis and guidance relative to mitigating non-standard RSA conditions for the Airport's primary runway without reducing airfield utility. This will provide for additional useable runway length without physical expansion. Project Owner: Greenville Downtown Airport

Dynamic Master Plan & e-ALP Update, Greenville-Spartanburg International Airport, Greer, SC - CADD Technician responsible for AutoCAD figures and plans, GIS work and obstruction analysis. This Plan includes scenario-based planning analyses and an innovative dynamic planning approach that provides quick feedback regarding possible scenarios and resultant impacts. GSP staff are able to analyze new opportunities and planning challenges proactively before they occur rather than undergoing time consuming and costly planning efforts in a reactionary manner. The Plan focuses primarily on landside access, circulation and auto parking facilities, air cargo facility development and operations, enhanced land development and obstruction planning and consolidation of previous planning efforts into a single electronic source for planning and GIS information. The plan incorporates adjustable forecasts, scenario-based planning, planning activity levels with specific trigger points and enhanced land development and highest or best use principles. Project Owner: Greenville-Spartanburg Airport Commission

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JOSEPH PETZACK

MJ | LEAD CONSTRUCTION INSPECTOR

Mr. Petzack's experience in the commercial building field includes project management, construction inspection, project planning, scoping, project coordination, and estimating. Commercial building experience also includes inspecting/overseeing single and multiple story additions, new builds, subgrade utilities, and site work.

RELEVANT EXPERIENCE

Key West International Airport Customs and Border Protection Facility Renovation, Key West International Airport, Key West, FL - Construction Inspector responsible for client coordination, schedule, overseeing material installation, quality assurance and project close-out. Planning, design and construction administration services are being provided for an expansion to the existing Customs Border Patrol facility. Currently, the facility processes 15 passengers per hour. The expanded facility will accommodate 150 passengers per hour. Extensive coordination with federal agencies (i.e. DHS and CBP), as well as the FAA and FDOT is required. MJ is providing all civil, M/E/P design construction administration, drainage, environmental, estimation and inspection services. Project Owner: Monroe County

Key West International Airport Elevated Maintenance Facility Design, Permitting and Construction Services, Key West International Airport, Key West, FL - This project involves the construction of an elevated airport maintenance facility at the Airport. The scope of work includes construction of an elevated airport maintenance vehicle and storage facility area that is connected to the existing elevated airport parking deck. The deck will be approximately 100' x 100' to its furthest extent, although the footprint will not be square and will be configured to accommodate site restrictions. A portion of the deck is covered with a roof matching the existing terminal building. Project Owner: Monroe County

Monroe County - EYW Access Road CA, , Key West, FL - This project comprised a new airport access road with parking, drainage, and lighting upgrades. Around 500-feet of two-lane roadway, 140-feet of single-lane land road, 50 parking spots, 440 feet of 8-inch waterline and other miscellaneous items were built. Project Owner: Monroe County

Monroe County - Key West International Airport (EYW) Customs Border Protection Facility Renovations Construction Services, , Key West, FL - Construction Inspector responsible for client coordination, schedule, overseeing material installation, providing quality assurance and project close-out. The project consists of construction to renovate the existing Terminal Building Annex that houses the U.S. Customs and Border Protection Facilities (CBP) at Key West International Airport (EYW) for the County of Monroe, FL. The primary goal of the project is to complete a modernization of the existing CBP facilities and includes demolition and renovation of approximately 5,000 sf of interior space. The construction project is scheduled to start in May 2020 and is scheduled for completion in June 2021. Project Owner: Monroe County

Elmira Corning Terminal Revitalization, Elmira Corning Regional Airport, Horseheads, NY - Construction Inspector responsible for facilitating coordination among multiple primes and subcontractors working in a small space on a tight deadline. The design and construction of the $61.5M terminal expansion and renovation, funded through the NY Upstate Airport Economic Development and Revitalization and FAA grant monies, was accomplished with a fast-track approach. The design and construction of the airport terminal improvements was advanced to completion in approximately 18 months, with a scheduled completion date of October 31, 2018. The project included expansion to accommodate a new concourse area, a new security checkpoint, a new baggage handling facility and claim area, and both new and renovated passenger boarding bridges. An enclosed courtyard that showcases the local landscape and was built with sustainable building and renewable energy technologies,

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including a geothermal heating and cooling system for the entire facility was an important feature. Entirely new M/E/P and fire protection systems were also integral components of this renovated/expanded facility. The project was designed and bid in phases to allow for continued operation of the facility while the terminal expansion was progressing. Project Owner: Chemung County

Monroe County - MTH Car Wash Construction Services, , Marathon, FL - Construction Inspector responsible for submittal tracking, schedule, overseeing material installation, quality assurance and project close out. This project includes the construction of a 3,200 square foot car wash facility and driveway path to service rental car fleets and Monroe County Department of Public Works vehicles at the Florida Keys Marathon Airport. The project will include the following major work items: utility installations to service the car wash facility; construction of a four bay CMU car wash building; electrical, and mechanical equipment; asphalt driving path between wash facility and rental car parking area; and stormwater management facilities. MJ will provide professional services including administrative, resident inspection, geotechnical, as well as materials field and laboratory testing services during the construction of the project. Project Owner: Monroe County

T-Hangar Taxilanes Phase I-East Reconstruction & Main Apron Rehabilitation, Cortland County Airport, Cortland, NY - Construction Inspector responsible for construction supervision. The taxilane reconstruction requires an 86,000-sf, full-depth pavement reconstruction. The main apron rehabilitation required approximately 125,000 sf of pavement mill and overlay, and approximately 53,000 sf of full-depth pavement reconstruction. Pavement markings, drainage improvements and new edge and overhead lighting will also be provided. Design, bidding and construction administration services were provided. Project Owner: Cortland County

Hamilton - Apron Expansion Design, Hamilton Municipal Airport, Hamilton, NY - This project included the reconstruction and expansion of the failing pre-existing 22,200 sf aircraft apron, to an increased size of approximately 60,000 sf, in order to accommodate larger aircraft during peak times. The design effort for the aircraft apron expansion, reconstruction, and strengthening included a full-depth asphalt pavement section, grading and drainage, placement of new aircraft tie-down positions, placement of reflective pavement edge delineators, new pavement markings, and demolition of an existing T-hangar. Project Owner: Village of Hamilton

Hamilton 10 Bay T-Hangar Design and Construction Administration, Hamilton Municipal Airport, Hamilton, NY - Construction Inspector responsible for construction supervision. This project involved design and construction administration for a new, single 10-bay T-Hangar and associated site work improvements at the Airport. MJ assisted the Village of Hamilton in applying for and securing grant assistance for the project through the NYS Airport Development Program and administered this grant throughout the course of the project. The scope of services included T-hangar design, new electrical service, automated bi-fold doors, interior and exterior lighting, as well as installation of associated pavement markings. Construction phase services included construction administration, part-time inspection, materials testing, shop drawing review and grant closeout. Project Owner: Village of Hamilton

Hamilton - 10-Bay T Hangar CA, , Hamilton, NY - Construction Inspector responsible for client/contractor coordination, construction quality control, contractor payment, contract document interpretations and project closeout. This project involves design and bidding services for a Terminal Hangar Rehabilitation project at Hamilton Municipal Airport. The project will provide for repairs to the existing 7,000 square foot Terminal Hangar (including the terminal building and an attached maintenance/aircraft storage hangar); Approximately 6,500 square feet of the building is utilized for aircraft maintenance and storage, with the remaining space utilized for the attached general aviation terminal building. Project Owner: Village of Hamilton

ROBERT BUERKLE, PE

MJ | SENIOR ENGINEER & CONSTRUCTION MGR.

Mr. Buerkle is a former airport manager with over 37 years of professional experience in the transportation industry including planning construction management, project management and overall system management. As a former airport manager, Mr. Buerkle has experience in the overall management of airport facilities, budgeting, contract management, reviewing and approving payments, negotiating hangar leases, airport tenant relations, community relations, capital project planning, design and construction management. Mr. Buerkle's experience includes managing projects involving airport safety improvements, airport runways, taxiways, aprons and hangar facilities. Mr. Buerkle's responsibilities included seeking and managing grant funding, grant administration, capital program budgeting and management, system / project planning, preliminary and detailed engineering design, environmental review and permitting, public participation, legislative affairs, cost estimating, bidding, contract / construction administration, construction inspection, materials testing and certification, and construction project management.

RELEVANT EXPERIENCE

City of Oneonta - N66 Terminal Apron Rehabilitation Construction Admin. Oneonta, NY - This project includes the design for a Reconstruction and Rehabilitation of the Terminal Apron at the Oneonta Municipal Airport, with approximately 2,680 sy of reconstruction and 5,370 sy of rehabilitation. An assessment of the existing pavement identified a PCI score of 49 for the entire apron, with some sections rating as low as 23. The pavement was originally constructed in 1965 with the founding of the airport. The useful life for any work on the apron has long since passed (20 years for new construction, 10 years for rehabilitation). The project analyzed the existing pavement and recommend areas of full depth replacement or mill and overlay as necessary. The project included a full geotechnical report including subsurface soil conditions to analyze the existing pavements strengths and compare those to the proposed aircraft uses. The project included the replacement of existing edge lighting (approximately 20 lights) and signage (approximately 2 signs) which had outlived their useful life. The replacement of the apron will provide a minimum 20-year useful life. Without the completion of this project, the terminal apron will continue to deteriorate to the point where the terminal building and the attached fuel farm will be inaccessible. Project Owner: City of Oneonta

Corry-Lawrence Airport - Engineering Services for Apron Rehabilitation, Corry-Lawrence Airport, Corry, PA - The scope of work for this project includes removing the existing apron asphalt pavement, regrading the existing subbase, removing and replacing the existing tie-downs, placing superpave asphalt onto the regraded subbase, regrading, seeding and mulching of the embankment adjacent to the apron, and re-marking the new asphalt. Project Owner: Corry Lawrence Airport Authority

Cortland County Airport Master Plan Update, Wildlife Hazard Evaluation & Pavement Management Plan, Cortland County Airport, Cortland, NY - Task Manager responsible for oversight of PMP document development, and project work scheduling; coordination of mapping and compilation of existing pavement data; QA review of all project deliverables, as well as coordination of client meetings. This Master Plan update included reviewing the airfield for updates to FAA standards noted in AC 150/5300-13A, Airport Design. In addition, the users, aircraft characteristics, and role of the airport in the region's economy had changed since the prior Master Plan, including the presence of a based jet at the airfield with limited capabilities due to a runway length of 3,400 feet. An assessment of numerous alternatives related to an extension of Runway 6-24 was conducted. Two additional studies, a pavement Management Study and a Wildlife Hazard evaluation, were also completed to complement the findings of the Master Plan Update. Project Owner: Cortland County

Elmira Corning Regional Airport Long-Term Parking Lot Expansion, Elmira Corning Regional Airport, Horseheads, NY - This project consists of the creation of 300 additional parking spaces to the existing long-term

lot, including relocation of the exit toll plaza to create a safer and more efficient exit point onto Airport Road and additional queue length for patrons. The project will also realign Airport Road, creating an efficient loop road around the airport parking lots for passenger pick up. MJ also provided land acquisition and re-subdivision services for adjacent parcels, as well as extensive landscaping and aesthetic improvements to the adjacent private hangar facility. An off-site overflow parking lot was also developed to accommodate parking during construction. Project Owner: Chemung County

Elmira Corning Terminal Revitalization, Elmira Corning Regional Airport, Horseheads, NY - Construction Manager responsible for monitoring budgets and construction schedules, as well as contractor coordination. The design and construction of the $61.5M terminal expansion and renovation, funded through the NY Upstate Airport Economic Development and Revitalization and FAA grant monies, was accomplished with a fast-track approach. The design and construction of the airport terminal improvements was advanced to completion in approximately 18 months, with a scheduled completion date of October 31, 2018. The project included expansion to accommodate a new concourse area, a new security checkpoint, a new baggage handling facility and claim area, and both new and renovated passenger boarding bridges. An enclosed courtyard that showcases the local landscape and was built with sustainable building and renewable energy technologies, including a geothermal heating and cooling system for the entire facility was an important feature. Entirely new M/E/P and fire protection systems were also integral components of this renovated/expanded facility. The project was designed and bid in phases to allow for continued operation of the facility while the terminal expansion was progressing. Project Owner: Chemung County

Greater Binghamton Airport Master Plan Update, Greater Binghamton Airport, Maine, NY - This project involves the preparation of a Master Plan Update to assure that the Greater Binghamton Airport and its environs are safe and efficient as well as to evaluate the changing needs of airport users and the aviation needs of the surrounding community. Initial tasks of the project included the acquisition of detailed airport mapping compliant with FAA Advisory Circular 150/5300-18B and data for development of a flexible, scenario-based Airport Master Plan Update and Airport Layout Plan. Baseline data will be collected and presented for use in subsequent planning analyses. The project includes development of an airport inventory, aviation forecasts, environmental overview and facility requirements. Project Owner: Broome County

ERI Terminal Apron Rehabilitation and Expansion CA, Erie International Airport, Erie, PA - Construction Administration services for provided for the full removal of a portion of an existing terminal apron and an addition to make the apron larger to accommodate more passenger boarding bridges. Over 7,000 cubic yards of concrete was placed and over 4,000 tons of P-403b and P-401 surface course was placed. Extra attention to safety was needed due to this being an active apron area with multiple commuter flights during working hours. This $5.8M project was finished 2 months early and on budget. Project Owner: Mead & Hunt, Inc.

Ogdensburg-Terminal Expansion & Renovation, Ogdensburg International Airport, Ogdensburg, NY - Senior Project Engineer responsible for providing contractor submittal reviews and materials testing management. This project involves design for a 4,000 sf expansion, as well as a renovation to the existing 7,200 sf terminal building. The expansion includes all the infrastructure improvements needed to accommodate the operational requirements of a 177-passenger Airbus 320 aircraft and the Low-Cost Carrier (LCC) forecast demand, while complying with current FAA and NYSDOT standards. The expansion includes: total renovation of an existing 3,200 sf hangar storage area for use as a new terminal hold room; complete renovation of the existing terminal layout; and modifications to the structural, mechanical, electrical, plumbing, information technology and fire protection systems. The larger terminal includes expanded ticket counters and queuing areas, an upgraded TSA screening lane, expanded baggage claim areas, passenger waiting areas, restrooms, a flat-plate baggage claim carousel and conveyor system, as well as administrative space. Project Owner: Ogdensburg Bridge & Port Authority

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DAVID R. ROSA

MJ | LEAD SENIOR ENVIRONMENTAL SCIENTIST

Mr. Rosa has more than 21 years of experience in the environmental field including preparation of National Environmental Policy Act (NEPA) documents, compliance, coordination, permitting, studies, compensatory mitigation, monitoring and environmental management. His project experience includes work in the Southeastern U.S., New York, Puerto Rico, the Caribbean and the U.S. Virgin Islands. He has served as an Environmental Discipline Manager, Project Manager, Environmental Compliance Officer and Permit Coordinator for different types of projects requiring the ability to effectively handle multiple tasks in a fast-paced environment. In those positions, he gained valuable experience in regulatory compliance including preparation of alternative analysis, NEPA documents, agency coordination plans, environmental permit applications, technical reports, monitoring plans and other environmental documentation. He is also a FL Stormwater Erosion and Sedimentation Control Inspector certified by the Florida Department of Environmental Protection (FDEP) and is also in the process of finalizing a training Certificate in Airport Environmental Management from Airport Council International.

RELEVANT EXPERIENCE

On-Call Airport Planning Review and Advisory Services, Broward County Aviation Department, FL - Environmental Project Manager and Sr. Scientist providing technical support on a task assignment basis. Most recent task included aviation planning analyses essential to the development of required purpose and need projections, calculations, modeling, and documentation to support the alternative refinement of airport landside projects and initiatives including the Automated People Mover (APM), Parking Garage Demolition and Replacement and the Terminal Loop Roadway and Curbfront Improvements. Project Owner: Broward County

Fort Lauderdale-Hollywood International Airport Design-Build Runway 9R-27L Expansion, Fort Lauderdale, FL - Environmental Project Manager and Sr. Scientist responsible for agency coordination, obtain approvals from SFWMD, USACE, Broward County ERL / SWM, Broward County Tree Licenses, Dewatering permits, NPDES-Generic Permits, among others. Duties also included delineation of additional wetland areas, contamination screenings and review for dewatering permits, tree surveys and provide environmental support and Stormwater Pollution Prevention Plans (SWPPP) compliance advice. This project involved design and construction via Design-Build Method of the structures that carries Runway 9R-27L and the parallel Taxiway over US-1, FEC RR, Airport's East Perimeter Road, and relocation of NE 10th Street and NE 7th Street improvements. Project Owner: Broward County Aviation Department

Monroe County General Aviation Consultant 5-Year Term Agreement, FL - Environmental Project Manager providing technical support on a task assignment basis. The most recent assignment included a New Access Road to provide a safer and better connectivity for ground support and maintenance vehicles, in particular to fueling trucks that need direct access from S. Roosevelt Boulevard to the existing EYW's fuel farm and terminal apron. Duties and responsibilities included permitting, agency coordination, coastal mitigation (mangroves) and regulatory compliance. Project Owner: Monroe County

Environmental Compliance Support Services, Palm Beach Department of Airports, FL - Environmental Manager responsible for completing the environmental inspections within airports facility including fuel farms, report findings and all work products. Responsibilities included updates to SWPPP associated to MSGP for all four (4) Palm Beach airports, presentation preparation and annual trainings as per MSGP requirements. This project involved environmental inspections at Palm Beach International Airport, F45 Airport, Lantana Airport, and Pahokee Airport, managed by Palm Beach Department of Airports (PBDOA). The purposed of the environmental compliance support services was to help PBDOA maintain compliance with Multi Sector General Permit (MSGP) under the U.S. EPA / FL Department of Airport. Project Owner: Palm Beach Department of Airports

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DAVID R. ROSA

MJ | LEAD SENIOR ENVIRONMENTAL SCIENTIST

Florida Keys Overseas Heritage Trail (FKOHT) Wetland Mitigation and Environmental Permitting Support , Key Largo, FL - Project Manager / Senior Scientist responsible for overall design coordination, project deliverables, environmental planning, permitting, wetland mitigation, project schedule and budget control. This project involved the development of a new 974-foot section of the Keys Overseas Heritage Trail (FKOHT) between the Cudjoe Gardens neighborhood and the existing FKOHT crosswalk. MJ developed a Wetland Mitigation Plan and provided environmental permitting support for this new asphalt, multi-use bicycle and pedestrian trail. The scope of work included coordination with regulatory agencies; field validation of wetland boundaries; conducting a wetland functional assessment; preparing a Cumulative Wetland Analysis; preparing an ERP application and obtaining approval from SFWMD; and preparing a CWA Section 404 application and obtaining approval from the USACE. Project Owner: Monroe County

Greenville-Spartanburg Master Plan Environmental Assessment, Greer, SC - Project Manager MJ is providing an Environmental Assessment (EA) under the National Environmental Policy Act (NEPA) in relation to projects identified in a recent master plan update. The EA is being prepared and processed in a manner consistent with applicable federal, regional, and local statutes, regulations, and guidelines. The final product is subject to the FAA and conformed to NEPA (42 U.S.C. 4321 et seq.), the Council on Environmental Quality (CEQ) regulations (40 C.F.R. Parts 1500-1508), applicable Department of Transportation (DOT) Orders, and FAA Orders 1050.1F, Environmental Impacts: Policies and Procedures and 5050.4B, National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions. The preparation of the EA involved a multidisciplinary effort and preparation of supporting environmental-engineering studies, including: Project Management; Agency Coordination; Inventory and Data Collection; Wetland Delineation; Flora and Fauna Survey; Noise Analysis ; Air Emissions Analysis; Traffic Analysis; Alternative Analysis and Conceptual Design; Public Involvement and an Environmental Impacts Evaluation. Project Owner: Greenville-Spartanburg Airport Commission

Niagara Falls Taxiway Environmental Assessment, Niagara Falls International Airport, Niagara Falls, NY - McFarland Johnson provided professional services to prepare an environmental assessment for the parallel taxiway program at the Niagara Falls International Airport. The project was undertaken through a contract with the airport's sponsor, the Niagara Frontier Transportation Authority with grant assistance from the Federal Aviation Administration and the New York State Department of Transportation. Proposed improvements assessed included the construction of Taxiways B, B1, and B2, the reconstruction of a portion of Taxiway E, the abandonment and removal of portions of Taxiways C, E, and H, and the abandonment and removal of Runway 10R-28L. The environmental assessment will be prepared to address federal and state environmental review requirements in accordance with FAA Orders 5050.4B and 1050.1F. Environmental coordination and documentation will also be developed in accordance with the requirements of 6 NYCRR Part 617 (State Environmental Quality Review as reorganized and adopted on September 20, 1995). Project Owner: Niagara Frontier Transportation Authority

Trenton-Mercer Airport New Terminal EA, Design & Construction, Trenton-Mercer Airport, West Trenton, NJ - Senior Environmental Scientist providing technical support in the preparation of the Environmental Assessment and quality control. This project requires preparation of an Environmental Assessment for construction of a new 125,000 SF terminal building, realigned access roads, relocation of the Aircraft Rescue and Firefighting (ARFF) building and an expansion of the vehicle parking lot. Key environmental concerns expressed by the public included noise, air quality, wetlands, floodplains, and stormwater. Project Owner: Mercer County.

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GEORGEANNA M. NUGENT

MJ | SENIOR ENVIRONMENTAL PLANNER & REGIONAL DIRECTOR

Ms. Nugent has put her environmental expertise and project management skills to work on a wide array of municipal, transportation and aviation projects throughout the northeast. She has a thorough understanding of state and federal regulations, including the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), Section 404 of the Clean Water Act (CWA), and Section 4(f) of the USDOT Act. She is also a Certified Hazardous Materials Manager (CHMM) with extensive knowledge and experience with the Resource Conservation and Recovery Act (RCRA) and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). She is currently serving on the American Association of Airport Executives (AAAE) PFAS Working Group and the Airport Cooperative Research Programs (ACRP) Development of PFAS Source Differentiation Guidelines for Airports.

RELEVANT EXPERIENCE

Monroe County (FL) Airports General Consultant 5-Year Term Agreement, Key West Int'l & Florida Keys Marathon Airports, Multiple Locations, FL - Regional Director providing QA/QC and project oversight support on a task assignment basis. MJ has provided planning, general environmental services, design, permitting and construction services for a number of taks under this term agreement, including a four-bay rental car wash facility at Florida Keys Marathon Airport; as well as demolition of the former Hertz building; expansion of the customs and border protection (CBP) facility; a new two-lane FBO access road; and an elevated parking deck with covered airport maintenance facility area at Key West International Airport. MJ also performed a hazardous materials survey in support of the former Hertz building demolition at Key West International. Project Owner: Monroe County

Purpose & Need Documentation for Landside Projects at FLL, Fort Lauderdale-Hollywood International Airport, Fort Lauderdale, FL - Regional Division Director responsible for the QA/QC of the environmental documentation of the proposed projects. This project included aviation planning analyses essential to the development of required purpose and need projections, calculations, modeling, and documentation to support the alternative refinement of airport landside projects and initiatives including the Automated People Mover (APM), Parking Garage Demolition and Replacement and the Terminal Loop Roadway and Curbfront Improvements. The purpose and need documentation provided pertinent background information regarding need and justification for the recommended airport improvements as presented in the most recent Master Plan Report, ALP drawing set, and other information provided by BCAD. Existing and projected aviation activity was discussed as it relates to the recommended improvements. Financing, implementation, and phasing of the proposed improvements were also discussed. Project Owner: Broward County

Martha's Vineyard Environmental Assessment and Impact Report for Capital Improvement Program Projects, Martha's Vineyard, MA – Project Manager responsible for QA/QC of the Environmental Assessment and Environmental Impact Report (EA/EIR) for proposed capital improvements at the Airport. This project involves preparation of an Environmental Assessment and Environmental Impact Report (EA/EIR) for proposed capital improvements at the Airport. The EA/EIR was prepared in accordance with FAA National Environmental Policy Act and Massachusetts Environmental Policy Act policies and procedures. The scope of work included inventory and data collection, development of a purpose and need statement, alternatives development, and Environmental Notification Form (ENF) preparation. Land use, rare species, water supply, wastewater, transportation, energy and solid and hazardous waste resources were assessed as part of the ENF. The EA addressed climate, Section 4(f) Resources, natural resources and energy supply as well as socioeconomic, environmental justice, and children's environmental health and safety risks. Project Owner: Martha's Vineyard Airport Commission

GEORGEANNA M. NUGENT

MJ | SENIOR ENVIRONMENTAL PLANNER & REGIONAL DIRECTOR

Trenton-Mercer Airport New Terminal EA, Design & Construction, Trenton-Mercer Airport, West Trenton, NJ - This project requires preparation of an Environmental Assessment for construction of a new 125,000 SF terminal building, realigned access roads, relocation of the Aircraft Rescue and Firefighting (ARFF) building and an expansion of the vehicle parking lot. Key environmental concerns expressed by the public included noise, air quality, wetlands, floodplains, and stormwater. Project Owner: Mercer County

NYSDOT - FRG Capital Planning & Environmental Engineering Services, Republic Airport, East Farmingdale, NY - Project Manager responsible for completion of categorical exclusion documents. As part of this project, MJ provided environmental and planning assistance associated with managing the capital improvement program for the Airport and to meet Federal Aviation Administration (FAA) requirements associated with the federal Airport Improvement Program (AIP) and state-funded grants. All documents are being completed in accordance with applicable Advisory Circulars and include a full description of the proposed projects as well as impact on environmental resources such as groundwater, wetlands and biological resources. Project Owner: New York State Department of Transportation

Ogdensburg Terminal Area Plan Environmental Assessment, Ogdensburg International Airport, Ogdensburg, NY - Senior Environmental Analyst responsible for completion of the Environmental Assessment. MJ prepared an Environmental Assessment (EA) related to drainage and terminal area improvement projects at the Airport, which was funded with grant assistance from the FAA's Airport Improvement Program and NYSDOT. Preliminary designs and estimates were also provided for these improvements. Drainage improvements involved conveyance and capacity upgrades in the western portion of the airport property and the construction of a new 60-inch culvert under NYS Route 812, discharging to the Oswegatchie River. Improvements to the terminal area included construction of an expanded 3-4 gate passenger terminal building, the expansion of the terminal apron, and the construction of an equipment storage building. Project Owner: Ogdensburg Bridge & Port Authority

Florida Keys Overseas Heritage Trail (FKOHT), Connection at Cudjoe Gardens, Cudjoe Key, FL | Regional Director responsible QA/QC of wetland reports and environmental permitting. Duties included environmental management support to the environmental team for avoidance and minimization efforts and coordination. The Monroe County received a grant from the Florida Department of Transportation through a LAP Agreement to design and construct a missing section of the FKOHT between Cudjoe Gardens neighborhood and the existing FKOHT crosswalk. Project Owner: Monroe County

Port of Albany- Beacon Harbor Site Plan and General Environmental Impact Statement, Albany, NY Senior Environmental Analyst responsible for preparation of various sections of the Environmental Impact Statement, providing response to comments, and developing environmental justice supplemental documentation for the proposed site expansion. The proposed project includes obtaining site plan approval for an industrial park on 81.62 acres of land at the Beacon Island site, located at the confluence of the Normans Kill and Hudson River.

KELLI R. WALTERS

MJ | LEAD AVIATION GRANTS MANAGER

Ms. Walters leads MJ's Grant Administration Department and has 25 years of experience administering and complying with various State and Federal Grant programs. Kelli is instrumental in assisting our aviation clients in obtaining grant funding for projects and keeping grant allocations on track. The federal and state grant process continues to become more burdensome on airports. We recognize that you don't have a huge support staff at the Airport. Kelli and MJ's grant administrators make it easy on you and your staff to comply with grant-related regulations.

RELEVANT EXPERIENCE

Chemung - Terminal Apron Design, Horseheads, NY - This project involved design and construction administration services for the full-depth reconstruction of 84,000 sf of the terminal apron. The 2018 terminal expansion project, which extended the concourse to the east, resulted in jet bridges and aircraft parking positions that were outside of the former concrete parking area. The project required pavement strengthening to accommodate the increased use by heavier aircraft. Pavement, markings, signage and lighting were also provided. Project Owner: Chemung County

Chemung-Elmira Deicing Apron Rehabilitation, Elmira Corning Regional Airport, Horseheads, NY - Grants Administrator responsible for grant pre-applications, grant applications, Federal and State reimbursement requests, grant closeouts and ensuring compliance with grant requirements. MJ undertook an extensive program to determine the quantity and quality of the existing pavements, the condition of the drainage structures that service the area, the deicing fluid separation controls, and the geometry of the pavements. The result was the realization that the existing pavements did not meet the structure required to service the current and projected aircraft fleet mix anticipated to utilize the facility. The design called for the complete full depth replacement of the existing asphalt pavements with concrete pavement, the replacement of the runoff collection trench drain system, new heavy duty catch basins, and the installation of new valves and piping to divert stormwater with deicing fluids to a collection and conveyance system. Project Owner: Chemung County

N66 Terminal Apron Rehabilitation Construction Admin, Oneonta, NY - This project includes the design for a Reconstruction and Rehabilitation of the Terminal Apron at the Oneonta Municipal Airport, with approximately 2,680 sy of reconstruction and 5,370 sy of rehabilitation. An assessment of the existing pavement identified a PCI score of 49 for the entire apron, with some sections rating as low as 23. The pavement was originally constructed in 1965 with the founding of the airport. The useful life for any work on the apron has long since passed (20 years for new construction, 10 years for rehabilitation). The project analyzed the existing pavement and recommend areas of full depth replacement or mill and overlay as necessary. The project included a full geotechnical report including subsurface soil conditions to analyze the existing pavements strengths and compare those to the proposed aircraft uses. The project included the replacement of existing edge lighting (approximately 20 lights) and signage (approximately 2 signs) which had outlived their useful life. The replacement of the apron will provide a minimum 20-year useful life. Without the completion of this project, the terminal apron will continue to deteriorate to the point where the terminal building and the attached fuel farm will be inaccessible. Project Owner: City of Oneonta

Partial Parallel Taxiway Design, Saratoga County Airport, Ballston Spa, NY - This project consists of design and bidding of a Partial Parallel Taxiway at the Saratoga County Airport. The TW is 1,700 linear feet of 35-foot-wide new Partial Parallel Taxiway A for the main runway crossing the airport's secondary runway and providing access to the Airport's Terminal Area and FBO. Included in the design were Taxiway pavement, edge lighting, signage, striping, grading, and drainage. In addition the project removed the non-standard portion of

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the parallel taxiway adjacent the intersection to its proper 400' centerline to centerline offset. With the addition of the new TW A the project was able to close the existing taxiway D, creating a staging area for two on-airport glider clubs. The new Taxiway and glider staging has created the separation of powered and non-powered aircraft operations creating a safer operating environment on the airfield. Design efforts included the implementation of a Geotechnical Investigation Program to evaluate the existing soils, presence of groundwater, and inform the pavement design. The project also included the design of offsite mitigation coordinated and approved by the NYSDEC and USFW for impacts to Kerner Blue Butterfly (KBB) habitat. Project Owner: Saratoga County

Greater Binghamton Airport Master Plan Update, Greater Binghamton Airport, Maine, NY - Grants Administrator responsible for annual Capital Improvement Plan Updates and data sheets, grant pre-applications, grant applications, Federal and State reimbursement requests, grant closeouts and ensuring compliance with grant requirements. This project involves the preparation of a Master Plan Update to assure that the Greater Binghamton Airport and its environs are safe and efficient as well as to evaluate the changing needs of airport users and the aviation needs of the surrounding community. Initial tasks of the project included the acquisition of detailed airport mapping compliant with FAA Advisory Circular 150/5300-18B and data for development of a flexible, scenario-based Airport Master Plan Update and Airport Layout Plan. Baseline data will be collected and presented for use in subsequent planning analyses. The project includes development of an airport inventory, aviation forecasts, environmental overview and facility requirements. Project Owner: Broome County

Greater Binghamton Parallel Taxiway B Design, Bidding and Construction Administration, Greater Binghamton Airport, Maine, NY Grants Administrator responsible for grant pre-applications, grant applications, Federal and State reimbursement requests, grant closeouts and ensuring compliance with grant requirements. This project involved the removal of "hot spot" Taxiway G, and extending Taxiway K to provide a full standard parallel taxiway to Runway 10-28 named Taxiway B. The project consisted of constructing 50' wide by 1,830' long new taxiway to complete the full parallel taxiway. A topographic survey and the implementation of a Geotechnical Investigation Program were included to evaluate the existing pavement thickness, soils, and presence of groundwater. This information was used to determine milling depths of the existing asphalt and overlay thicknesses for proposed asphalt. The project design efforts also included a review of current pavement markings, and other FAA Standards. Design profiling each existing Taxiways, H, K, L M, and P was required to ensure FAA standards for grades and cross slopes were met. Other work included the installation of new taxiway edge lights, electrical conduit and wiring, light bases, guide signs and foundations, pavement markings, closed drainage systems, and post construction stormwater management best practices. Construction activity was phased to minimize impacts to airport operations. Runway 10-28 was utilized as a temporary taxiway to maintain GA access to Runway 16-34. Construction within the Runway 16-34 safety area was completed during two weekends with 12-hour night shift periods, to accommodate flight schedules. Project Owner: Broome County

Apron Expansion Design, Hamilton Municipal Airport, Hamilton, NY - Grants Administrator responsible for grant pre-applications, grant applications, Federal and State reimbursement requests, grant closeouts and ensuring compliance with grant requirements. This project included the reconstruction and expansion of the failing pre-existing 22,200 sf aircraft apron, to an increased size of approximately 60,000 sf, in order to accommodate larger aircraft during peak times. The design effort for the aircraft apron expansion, reconstruction, and strengthening included a full-depth asphalt pavement section, grading and drainage, placement of new aircraft tie-down positions, placement of reflective pavement edge delineators, new pavement markings, and demolition of an existing T-hangar. Project Owner: Village of Hamilton

ZACH STAFF, PP, AICP

MJ | SR. AVIATION PLANNER/FINANCIAL SPECIALIST

Mr. Staff is responsible for the preparation of airport planning analyses, financial analyses and associated technical research. He has experience with federal, state, and local environmental permitting and planning requirements and obtaining regulatory approvals. He has an extensive background in geographic information systems (GIS), including creation of large amounts of digital data and data analysis. Mr. Staff's comprehensive planning experience includes interpreting zoning requirements, analyzing auto traffic flows, completing inventories of public spaces, and preparing and analyzing documents used for public hearings and meetings.

RELEVANT EXPERIENCE

Asheville Regional Airport- PFC Amendments 2020, Fletcher, NC - Project Manager and Senior Airport Planner responsible for development of PFC documentation. This project involves the development of amendment documentation and a new application associated with the Passenger Facility Charge (PFC) Program at the Asheville Regional Airport (AVL). The goals of this project are to assist the Airport Authority with development of amendment documents and the expedited development of a new PFC application as a result of changes in estimated project costs and passenger enplanements that are higher than previously forecast. The project includes preparation of application documents, including cash flow estimates, and ongoing coordination with the FAA. As part of the project, MJ will lead all aspects of air carrier coordination and public notice, and will develop the final application and amendment documents for submission to the FAA. Project Owner: Greater Asheville Regional Airport Authority

Pitt-Greenville Passenger Facility Charge (PFC) Administration 2019-2021, Pitt-Greenville Airport, Greenville, NC - Project Manager and Senior Airport Planner responsible for development of PFC documentation and ongoing management of the PFC program. This project provides assistance with the administration of the Passenger Facility Charge (PFC) program at the Airport. The services include assistance with monthly and quarterly reporting responsibilities as required under 14 CFR Part 158, the development of PFC Application #11, the development of PFC program amendment request documents, as well as on-going coordination and communication with the Pitt-Greenville Airport Authority. The goals of the project include review of currently open PFC applications to determine closeout processes and final project costs and the development of amendments to document these revised cost estimates. The development PFC Application #11 includes the preparation of the draft and final Notice of Intent documents, as well as developing documentation for the air carrier coordination and public notice periods. Further, MJ will coordinate all anticipated submissions with the FAA on behalf of the Airport. Project Owner: Pitt-Greenville Airport Authority

Elmira Corning Dynamic Master Plan, Elmira Corning Regional Airport, Horseheads, NY - Airport Planner responsible for completion of the environmental overview and development of the GIS interface. This project involved the development of a Dynamic Master Plan that utilized an innovative approach to airport planning and provides for additional flexibility in airport planning management. The Dynamic Master Plan focuses primarily on terminal issues, auto parking facilities and constraint management. The plan incorporates adjustable forecasts, scenario-based planning, planning activity levels with specific trigger points and phased alternative development that includes constraint management. A sustainability component of this project will also assist in better positioning the airport for future needs. The dynamic Master Plan will combine all of the data collected with updated aerial mapping with a final product consisting of an existing conditions Airport Layout Plan in keeping with FAA Airports GIS standards. The final product links forecast-based facility requirement variables to a dynamic and interactive Airport Layout Plan, making the final dynamic deliverables infinitely more useful for both the FAA and the airport. Project Owner: Chemung County

ZACH STAFF, PP, AICP

MJ | SR. AVIATION PLANNER/FINANCIAL SPECIALIST

MMU Runway 5-23 Rehabilitation Feasibility Study, Morristown Municipal Airport, Morristown, NJ - Airport Planner responsible for document preparation and review. This multi-phased project involves the development of a feasibility study to establish and assess a comprehensive, multi-year, phased development plan for the overall rehabilitation of Runway 5-23. MJ was responsible for the Runway Safety Area, Drainage, NEPA and permitting components of the project. The proposed safety area improvements include installation of an Engineered Materials Arresting System (EMAS) on the Runway 5 end and grading and drainage improvements on the Runway 23 end. The narrative report included an analysis of design alternatives, cost estimates, and a construction phasing plan. Environmental constraints were also evaluated. Project Owner: Town of Morristown

Westchester County Airport Runway 11-29 Feasibility Study, Westchester County Airport, White Plains, NY - Airport Planner / GIS Specialist responsible for the acquisition and analysis of GIS data, assistance with the development of alternatives, and assessment of land use impacts associated with development alternatives. This project involved a study to identify alternatives for the realignment of Runway 11-29. The existing runway was underutilized due to a displaced threshold that was a result of non-standard safety areas and off-airport obstructions that could not be effectively mitigated. The study included the analysis of these obstructions through an AGIS-compliant aerial survey of both the existing runway approaches, and the area that might be utilized for the alternative alignments. Additional considerations within the study included analysis of noise and environmental impacts, construction costs, wind coverage and development opportunities for each of the three alternatives identified in the initial phase of the study. Project Owner: Westchester County

Cape Cod Gateway Airport Master Plan/Airport Layout Plan Update, Cape Cod Gateway Airport, Hyannis, MA – Senior Project Planner responsible for quality assurance. McFarland Johnson was selected to create the Master Plan. The airport is unique in its seasonality and air service role supporting the Cape and Islands Region of Massachusetts combined with environmental and community sensitivities. The Master Plan includes an airports GIS survey, scenario-based forecasts and capacity that are uniquely influenced by its seasonal service, a robust environmental overview, terminal building and apron review due to changing airline fleets, runway length evaluation, and review of non-standard geometry. Additional considerations are non-aviation revenue and income diversification and roadway access to the airport. Project Owner: Town of Barnstable, Massachusetts

Broome County BGM Master Plan Update, Greater Binghamton Airport, Maine, NY - Project Manager responsible for project coordination, public participation and alternatives development. This project involves the preparation of a Master Plan Update to assure that the Greater Binghamton Airport and its environs are safe and efficient as well as to evaluate the changing needs of airport users and the aviation needs of the surrounding community. Initial tasks of the project included the acquisition of detailed airport mapping compliant with FAA Advisory Circular 150/5300-18B and data for development of a flexible, scenario-based Airport Master Plan Update and Airport Layout Plan. Baseline data will be collected and presented for use in subsequent planning analyses. The project includes development of an airport inventory, aviation forecasts, environmental overview and facility requirements. Project Owner: Broome County

Sussex County - Delaware Coastal Airport Master Plan Update, Delaware Coastal Airport, Georgetown, DE - Project Manager responsible for project coordination, quality assurance review, public coordination, and the development of the Airport Layout Plan set. The purpose of the MPU is to confirm that the Airport and its environs are safe and efficient, as well as to evaluate the growing needs of Airport users and the aviation needs of surrounding communities. Initial tasks of the project include the acquisition of detailed planimetric data for the airfield and surrounding area necessary to assist with the development of the MPU and the resultant Airport Layout Plan. A stakeholder committee was established and a public information workshop completed include public participation in the project. Project Owner: Sussex County Government

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SCOTT LECOUNT

MJ | SR. AVIATION PLANNER/FINANCIAL SPECIALIST

Mr. LeCount has nearly 25 years of experience and offers specialized expertise advising general aviation and small/non-hub commercial airports on business and management issues, specifically revenue growth strategies, lease and use terms and agreements, fair market rents, airline rate modeling, fee schedules/ rates and charges, minimum standards, and other policy and financial issues. Mr. LeCount's current work also includes statewide system plans, where he has served as technical lead/project manager in Maine, Nebraska, Vermont, and New Hampshire in the last five (5) years. Mr. LeCount's master planning work typically includes financial analysis to identify funding and implementation plans for the CIPs and advising on non-aeronautical development. Scott also has a B.A. Degree in Urban Planning from the University of Cincinnati.

RELEVANT EXPERIENCE

Greenville-Spartanburg International Airport Dynamic Master Plan & e-ALP Update, Greenville-Spartanburg International Airport, Greer, SC - Senior Airport Planner responsible for leading development of financial elements of Plan, including financial feasibility for funding the ACIP, and a financial model that evaluates and forecasts impacts of future growth scenarios for the Airport. This Plan includes scenario-based planning analyses and an innovative dynamic planning approach that provides quick feedback regarding possible scenarios and resultant impacts. GSP staff are able to analyze new opportunities and planning challenges proactively before they occur rather than undergoing time consuming and costly planning efforts in a reactionary manner. The Plan focuses primarily on landside access, circulation and auto parking facilities, air cargo facility development and operations, enhanced land development and obstruction planning and consolidation of previous planning efforts into a single electronic source for planning and GIS information. The plan incorporates adjustable forecasts, scenario-based planning, planning activity levels with specific trigger points and enhanced land development and highest or best use principles. Project Owner: Greenville-Spartanburg Airport Commission

Wilmington New Castle Airport Terminal Operational Capacity Assessment, Wilmington Airport, New Castle, DE - Senior Planner responsible for performing a terminal functional area analysis and financial planning. A terminal capacity assessment was conducted at the Wilmington Airport (ILG) to determine future needs. The existing aged passenger terminal was undersized for the increased air carrier service by Frontier Airlines that had been added in July 2013. The assessment included an inventory of existing terminal facilities and capacity analysis using International air Transport Association (IATA) Level of Service standards. As there was limited historical data for passenger services at ILG, forecast scenarios were prepared based on recent passenger booking data and the terminal functional area requirements were calculated based on a square footage basis. The analysis also included an estimate of parking requirements. Terminal and parking alternatives to address long-range needs were evaluated and developed based on cost, environmental constraints and constructability. A financial model based on a breakdown of eligible and non-eligible Airport Improvement Program costs and financing option was also prepared. Project Owner: Delaware River and Bay Authority

Bradford Regional Airport Business Park Strategy & Development Plan, Bradford Regional Airport, Smethport, PA Lead Planner responsible for making a case to pursue development of a business park at the Airport. This required analysis of short and mid-term financial performance and revenue generation over the period under several different tenant and absorption/lease-up scenarios. The Bradford Regional Airport Authority and McKean County Economic Development (MCED) identified a need to develop a business plan for a planned development on approximately 95 acres of land at the Airport. The plan considers opportunities on the identified site at the Airport and assists the agencies with building and maintaining efforts towards the pursuit of development

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on the site that will provide economic benefits to the Airport and the community. Tasks within the study include the inventory of historic and current conditions affecting development at the Airport, a Strengths-Weaknesses-Opportunities-Threats (SWOT) analysis, a highest and best use analysis, the development of a baseline financial analysis, and the development of a recommended action plan and recruitment strategy. Project Owner: Bradford Regional Airport Authority

Cape Cod Gateway Airport Rates and Charges Study, Cape Cod Gateway Airport, Hyannis, MA - Senior Planner responsible for the analysis and development of a Rates & Charges Study, and for serving as lead technical expert on the design and development of an airline rate model. He also designed the spreadsheet-based financial model. Cape Cod Gateway Airport (formerly Barnstable Municipal Airport) management identified a need to improve the methods by which they establish Airport rates and charges during the annual budgetary cycle. MJ provided a spreadsheet-based financial model that analyzes and demonstrates a direct link between costs borne by the Sponsor and fees charged for use of the airfield and terminal areas. Additionally, the model includes added functionality to support the Sponsor's pricing policy for the fuel concession business, and distinctions rates to accommodate use by signatory and non-signatory operators, and the potential for applying seasonal premiums. The Study documentation provides the basis for a change in rate-making method, includes relevant information and guidance pertaining to FAA grant assurances and Airport Compliance Manual guidance for use by Airport Management and the Airport Commission. Project Owner: Town of Barnstable, Massachusetts

Middletown Regional Airport MRO Market Research and Marketing Collateral, Middletown Regional Airport, Middletown, OH - Lead Financial Planner responsible for technical budget and operating analysis, business case/scenario development and pro formas. MJ developed a pursuit strategy for the attraction of a Maintenance, Repair, and Overhaul business to the Airport. The City is currently working through an update to the Master Plan and has identified significant land for aeronautical use that can take advantage of the Airport's runway length, strong existing transportation and logistics network, and its strategic location between Cincinnati and Dayton Metro area. The MRO growth strategy is complemented by the City's success in establishing an on-Airport aviation maintenance program with a local college to build the local workforce. MJ developed a number of tools to aid the City in the pursuit and attraction of an MRO including: analysis of the MRO market; several conceptual site plans; development of marketing brochures/collateral; and a presentation that summarizes the MRO market to be used to win support from elected and appointed officials and other stakeholders. MJ also provided department support with the local development/investment groups, local Community Improvement Corporation, and the City Council during the project. Project Owner: City of Middletown

Nantucket Memorial Airport - On-Airport Housing Study, Nantucket, MA - The Nantucket Memorial Airport Commission had identified a need to study the feasibility of constructing housing at Nantucket Memorial Airport to accommodate airport employees considering the limited housing market in Nantucket. A primary goal for the Airport was to estimate the potential costs and revenues associated with a new employee housing development and assess the financial viability of the initial capital investment, on-going maintenance and operation, and long-term financial performance of the project under consideration. The goal of the project was to produce a benefit/cost model that would help the Airport make sound business decisions related to the proposed development. Project Owner: Nantucket Airport Commission

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MEGAN E. CARTER-WITT, AICP

MJ | AVIATION PLANNER/FINANCIAL SPECIALIST

Megan's experience includes Airport Master Plans, Airport Layout Plan Updates, and sustainability planning. Her experience also includes utilizing AEDT software to analyze noise and air quality emissions and preparation of DBE program plans and achievement reports. She is thoroughly familiar with Airport Improvement Program requirements and preparation of FAA Part 139 Certification Manuals. During her time with a previous employer, Megan managed an airport noise complaint system.

RELEVANT EXPERIENCE

Monroe County FL Professional Engineering & Surveying Continuing Services Four to Five-Year Contract Monroe County, FL- MJ has successfully performed airport projects for Monroe County, providing engineering evaluations, planning, schematic design, design development, preparation of and design criteria reports, cost estimating, specifications, contract documents, bidding support, construction administration and inspections, plans review, environmental evaluations and permitting, and coordination, among others.

City of St. George - SGU Airport Master Plan, St. George Regional Airport, St. George, UT - This project represents the first Airport Master Plan developed for the St. George Regional Airport. The purposed of the Plan is to evaluate the growing needs of the Airport users as well as the aviation needs of the surrounding communities. The first step was to determine a method of forecasting, as there were fewer than ten years of historical data, and the existing facilities were already becoming constrained. A stakeholder committee was established and a public information workshop conducted to encourage public participation in the project. Project Owner: City of St. George

Cape Cod Gateway Airport Master Plan/Airport Layout Plan Update, Cape Cod Gateway Airport, Barnstable, MA - Junior Airport Planner responsible for gathering inventory data, forecasting, developing alternatives, analyzing facility requirements, and community engagement aspects of developing the Master Plan. McFarland Johnson was selected to create the Master Plan. The airport is unique in its seasonality and air service role supporting the Cape and Islands region of Massachusetts combined with environmental and community sensitivities. The Master Plan includes an airports GIS survey, scenario-based forecasts and capacity that are uniquely influenced by its seasonal service, a robust environmental overview, terminal building and apron review due to changing airline fleets, runway length evaluation, and review of non-standard geometry. Additional considerations are non-aviation revenue and income diversification and roadway access to the airport. Project Owner: Town of Barnstable, Massachusetts

Burlington Master Plan Update, Burlington International Airport, Burlington, VT - Junior Airport Planner responsible for developing the landside and road access requirements as part of the facility requirements section of the Master Plan Update. MJ is providing a dynamic analysis tool, facility requirements analysis and terminal development alternatives support as part of the comprehensive Airport Master Plan. The facility requirements analysis includes airside, landside and general aviation facility requirements focused on correcting non-standard geometry which was related to the close proximity of the crosswind general aviation runway to the terminal area. The terminal planning analysis was conducted for the baseline forecast scenario and 5 additional derivative scenarios focused on increased or decreased passenger air service. The 1950's era building has undergone many expansions and renovations resulting in many non-standard operating conditions that needed to be addressed and resolved as part of the facility requirements and subsequent alternatives analysis. Project Owner: Burlington International Airport

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MEGAN E. CARTER-WITT, AICP

MJ | AVIATION PLANNER/FINANCIAL SPECIALIST

Erie International Airport, Tom Ridge Field, Dynamic Sustainable Master Plan Update, Erie International Airport, Tom Ridge Field, Erie, PA - This project involved the development of a Sustainable Master Plan Update (MPU). The airport recently extended its main runway (Runway 6-24) and has multiple projects scheduled for FAA geometry mitigation. The MPU considers increased airline and ULCC activity, cargo activity, geometry mitigation, and obstruction evaluation. A key requirement for the MPU was the development of the Airport Dynamic Analysis Tool (DAT). The DAT computer-based model links the aviation forecasts, facility requirements, the Airport Layout Plan (ALP) and financial models, allowing the airport to rapidly evaluate scenarios (e.g. new air carrier service, air cargo services, enhanced general aviation growth) to identify key facility requirements and financial implications of these various scenarios. Flexibility in analyzing future needs was critical due to the numerous opportunities that the airport is considering along with the high costs associated with needed maintenance at the airport. Understanding the financial capacity of the airport to take on new development projects, while ensuring that needed airfield projects are completed was an important part of the plan. The MPU also considers the airport's role in regional economic development initiatives and environmental sustainability. Coordination with both local and regional stakeholders is important to determine how the airport would deliver value towards initiatives planned or already underway. Project Owner: Erie Regional Airport Authority

Allegheny County Airport Master Plan Update, Allegheny County Airport, West Mifflin, PA - Junior Airport Planner This project involves the development of a Master Plan Update (MPU) to assure the Airport and its environs are safe and efficient, and evaluate the growing needs of airport users as well as the aviation needs of surrounding communities. The plan will identify existing conditions and develop an overview of environmental conditions, aviation forecasting, capacity and demand, alternatives, and implementation planning and financial feasibility. A Runway Safety Area (RSA) analysis will also be conducted. Together, these tasks will identify areas for future aviation and aviation-compatible development, fully evaluate RSAs and taxiway geometry based on recent FAA guidance, establish the most strategic use of the airport terminal building and ancillary structures, develop a financial model to consider impacts of future changes at the Airport, and provide a complete ALP set. Project Owner: Allegheny County Airport Authority

Greater Binghamton Airport Master Plan Update, Greater Binghamton Airport, Maine, NY - This project involves the preparation of a Master Plan Update to assure that the Greater Binghamton Airport and its environs are safe and efficient as well as to evaluate the changing needs of airport users and the aviation needs of the surrounding community. Initial tasks of the project included the acquisition of detailed airport mapping compliant with FAA Advisory Circular 150/5300-18B and data for development of a flexible, scenario-based Airport Master Plan Update and Airport Layout Plan. Baseline data will be collected and presented for use in subsequent planning analyses. The project includes development of an airport inventory, aviation forecasts, environmental overview and facility requirements. Project Owner: Broome County

Wilmington Airport Dynamic Master Plan, Wilmington Airport, New Castle, DE - With this complex and highly dynamic airport including 4 FBOs, an Air National Guard base, and intermittent periods of commercial service, this plan requires flexibility to take advantage of yet unknown opportunities or changes in market conditions. The plan considers the implications of introduction and expansion of low-cost airline service, which continues to exhibit highly variable growth. An important element of the plan is defining development nodes and evaluating how the growth of those nodes affects other areas of the airport and the financial outlook. In this regard, growth in the passenger terminal area is being evaluated against the GA development opportunities for additional FBOs and large corporate aviation tenants. Airside alternatives that consider the FAA's new airfield geometry requirements add a layer of complexity for the 3 runways at the airport. The dynamic scenario-based interface, combined with the comprehensive AGIS survey, provides a management tool for airport staff, creating flexibility to account for changes within the industry and the general economy. Project Owner: Delaware River and Bay Authority

CHRISTOPHER S. KOPEC, PE, LEED AP

MJ | SENIOR MECHANICAL ENGINEER & REGIONAL DIR. OF FACILITIES

Mr. Kopec's responsibilities include project management and the seamless incorporation of sustainable principles into the design of heating, ventilation, and air conditioning systems for institutional, medical, and commercial clients. His areas of specialty include building energy modeling, including analyzing heat transfer characteristics of building envelopes to optimize building energy performance, and working closely with architects to overcome aesthetic challenges without compromising system design. Mr. Kopec has also instructed LEED-accredited classes for office staff.

RELEVANT EXPERIENCE

Rental Car Wash Facility, Florida Keys Marathon International Airport, Marathon, FL - QA/QC Engineer responsible for oversight of M/E/P disciplines for this project, which included the planning, design and construction of a four-bay rental car wash and staging facility. All land use/site planning, civil and MEP design, construction administration and inspection services are being provided. Project Owner: Monroe County (FL)

Customs Border Patrol Facility Phase III Expansion, Key West International Airport, Key West, FL - QA/QC Engineer responsible for oversight of M/E/P subconsultants. Planning, design and construction administration services are being provided for an expansion to the existing Customs Border Patrol facility. Currently, the facility processes 15 passengers per hour. The expanded facility will accommodate 150 passengers per hour. Extensive coordination with federal agencies (i.e. DHS and CBP), as well as the FAA and FDOT is required. All civil, M/E/P design construction administration, estimation and inspection services will be provided. Project Owner: Monroe County (FL)

key west international airport concourse A terminal improvement program Planning programming and design - Key west, FL - Lead Engineer responsible for oversight of MEP disciplines.McFarland Johnson provided planning/programming, engineering design and permitting services for the Key West International Airport Concourse A Terminal Expansion Program. The project comprises of a new seven gate Concourse A facility totaling 48,802 SF, and space for gates/holdrooms, circulation, concessions, restrooms, TSA security checkpoint, baggage claim, and support areas. A new extended passenger bridge located post-security will connect the existing landside terminal building with the new Concourse A facility. The estimated cost of the terminal program is $85 million. Project Owner: Monroe County (FL)

Maintenance Facility & FBO Project Definition and Programming Report, Greenville-Spartanburg International Airport, Greer, SC - Project Manager responsible for development of the programming phase reports for the airport maintenance and FBO facilities. This project involves development of a project definition and program (PDP) report, including detailed planning and preliminary design drawings that outline the expansion of the existing Fixed-Based Operator (FBO) terminal and the expansion of the existing maintenance facilities, which may include new maintenance-related buildings. The Airport continues to experience significant growth in traffic. As a result, several support buildings need to be evaluated, to not only serve the needs of today, but to help serve future needs, as well. Project Owner: Greenville-Spartanburg International Airport

Schuylkill-Construct Hangar Project Engineering Design Services, Schuylkill County Airport, Pottsville, PA - Senior Mechanical Engineer and Facilities Group Manager responsible for quality assurance review. This project provided a 7,300 square foot hangar capable of housing corporate aircraft. The pre-fabricated metal clear span hangar includes a concrete pier/frost wall foundation, concrete floor and bottom rolling door. The hangar project is funded by a Penn DOT Bureau of Aviation Capital budget grant at a funding level of 50% State and 50% Local shares. During the project formulation and pre-design estimates completed by MJ, it was found that the

CHRISTOPHER S. KOPEC, PE, LEED AP

MJ | SENIOR MECHANICAL ENGINEER & REGIONAL DIR. OF FACILITIES

Hangar project originally funded at $200,000 state and $200,000 local was not sufficient to construct an aircraft hangar to the size meeting the airport's needs. MJ assisted the airport authority in securing additional grants at funding levels of $200,000 state and $200,000 local, thereby increasing the project budget from $400,000 to $800,000. Project Owner: Schuylkill County Airport Authority

Sustainable Master Plan Update, Buffalo Niagara International Airport, Buffalo, NY - Senior Mechanical Engineer and Task Leader responsible for energy and building audit review. This project involves the first-of-its-kind, comprehensive, Sustainable Airport Master Plan in the FAA Eastern Region. The primary goal of this project was not only to develop both air and landside infrastructure and facilities to meet the growing demand, but to identify and implement realistic sustainable targets and practices for current and future projects. The work includes improvements to existing air and landside facilities and recommendations for new and innovative ideas to enhance cost-effective operations, profitability and customer service at the airport. The Sustainability Plan established sustainability goals and targets for the airport, present a prospective inventory of cost-effective environmental initiatives, and establish a procedure by which environmentally-sustainable development and practices are to be integrated into the Master Plan and future airport planning. Project Owner: Niagara Frontier Transportation Authority

Village of Hamilton - Terminal Hangar Rehabilitation Design, Hamilton Municipal Airport, Hamilton, NY - Project Manager This project included design and bid phase services for upgrades to an existing terminal hangar, comprised of a 500 sf terminal structure with an attached 6,500 sf maintenance/aircraft storage hangar. The terminal structure was demolished and replaced with a new 1,200 sf building. Exterior improvements to the hangar structure included a new bi-fold door, a new roof, exterior building skin repairs and repainting, window replacement, wall and roof insulation upgrades, and exterior lighting upgrades. Interior improvements included a new emergency eyewash station, new gas fired domestic water heater, and natural gas heating equipment. The facility was also connected to the municipal water and sewer system. Funding for the project included grants received from the State of New York through the Aviation Capital Grant Program and the Multi-Modal #4 Grant Program, as well as a future grant anticipated through the FAA's Airport Improvement Program. Project Owner: Village of Hamilton

Plattsburgh Terminal Expansion & Renovation Preliminary Design & Environmental Assessment, Plattsburgh International Airport, Plattsburgh, NY - Senior Mechanical Engineer responsible for coordination and management of all M/E/P design tasks. Among other duties, Chris provided design guidance and review for the HVAC systems, including analysis of existing rooftop units, and design and specification of new rooftop units, heat pumps, and energy recovery units. This project involved an environmental assessment (EA) and preliminary design for a new, two-story, 87,731 SF Passenger Terminal Building addition, as well as renovations to the existing, 41,380 SF building. The EA included a compressed schedule with a Finding of No Significant Impact (FONSI) received within less than eight months from notice to proceed. The engineering effort included new and renovated architectural, civil, structural, HVAC, plumbing, fire protection, baggage handling, special systems, passenger boarding bridges and electrical systems. An environmental assessment, site improvements, and paving work, as well as relocation of existing utilities was also included. Analyses of access and parking were performed to define demand and determine the appropriate parking capacity. Based on these analyses, as demand warrants, expansion of existing parking lots was designed. Design also included intersection and roadway improvements for the existing entrance road, as well as reconfiguration of access roads to service the terminal. Project Owner: Clinton County

CHARLES M. HOWE, PE, LEED AP

MJ | SENIOR ELECTRICAL ENGINEER

Mr. Howe's experience in the electrical engineering field includes medium and low-voltage power distribution, fire detection and alarm systems, lighting and lighting control systems, communications, emergency power generation and security systems. His project management expertise encompasses all phases of design, design calculations, oversight and preparation of contract documents, QA/QC preparation of cost estimates, preparation of grant applications, review of payment reimbursement requests, and construction inspection.

RELEVANT EXPERIENCE

Key West International Airport Elevated Maintenance Facility Design, Permitting and Construction Services, Key West International Airport, Key West, FL - QA/QC Engineer responsible for quality review of the electrical portion of the documents. This project involves the construction of an elevated airport maintenance facility at the Airport. The scope of work includes construction of an elevated airport maintenance vehicle and storage facility area that is connected to the existing elevated airport parking deck. The deck will be approximately 100' x 100' to its furthest extent, although the footprint will not be square and will be configured to accommodate site restrictions. A portion of the deck is covered with a roof matching the existing terminal building. Project Owner: Monroe County

Monroe County - EYW Access Road CA, , Key West, FL - This project comprised a new airport access road with parking, drainage, and lighting upgrades. Around 500-feet of two-lane roadway, 140-feet of single-lane land road, 50 parking spots, 440 feet of 8-inch waterline and other miscellaneous items were built. Project Owner: Monroe County

Monroe County - EYW Terminal Expansion Design, , Key West, FL - McFarland Johnson provided engineering design services for the Key West International Airport Concourse A Terminal Expansion Program. The terminal program includes a new seven gate Concourse A facility totaling 48,802 square feet, and will include space for gates/holdrooms, circulation, concessions, restrooms, TSA security checkpoint, baggage claim, and support areas. A new extended passenger bridge located post-security will connect the existing landside terminal building with the new Concourse A facility. The new concourse is comprised of a single-story concrete structure that is supported by piers to align with the second level of the existing terminal, remain above storm surge and flood elevations, and is open below to accommodate airside operations. The estimated cost of the terminal program is $80 million. Project Owner: Key West International Airport

Monroe County - EYW Terminal Expansion Program Verification, Key West International Airport, Key West, FL - Senior Electrical Engineer responsible for verification of existing electrical field conditions, schematic design report recommendations, and 15% schematic design drawing review, as well as preparation of the electrical portion of the verification/findings report. This project involves program validation services, developing a findings report and providing preliminary engineering design services associated with a proposed terminal expansion at the Airport. The proposed expansion will incorporate a new Concourse A totaling 48,802 square feet into the terminal as well as a new extended passenger bridge. MJ developed the program validation based upon the review of the Concourse A Schematic Design Narrative Report and the 15% Schematic Design drawings produced by another consultant. A findings report was developed based upon the review of existing data, identification of design concerns, and confirmation of code compliance. The report also suggested architectural and engineering changes to the initial designs. Project Owner: Monroe County

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CHARLES M. HOWE, PE, LEED AP

MJ | SENIOR ELECTRICAL ENGINEER

Greenville-Spartanburg International Airport Terminal Expansion Study, Greer, SC - Senior Electrical Engineer responsible for observation of existing electrical field conditions, review of existing electrical power demand on the existing systems; review of existing emergency power system and available capacity and preparing the electrical portion of the project definition and programming report.. This project entailed study and development of a project definition and programming (PDP) report that identifies a preferred commercial terminal development program to enable GSP to accommodate up to and beyond 3 million annual enplaned passengers. The resultant $170 million dollar program provides for two concourse expansions, eight additional aircraft gates, expanded commercial aircraft apron (including RON apron), an FIS facility, expanded outbound baggage system, an additional three-unit baggage claim, an expanded administrative suite and significant roadway modifications and terminal curb improvements. Project Owner: Greenville-Spartanburg Airport Commission

Runway Incursion Mitigation Project - Reconfigure Taxiway H, , Manchester, NH - This project consists of the design, permitting, bid phase, construction administration, and resident engineering services to reconfigure the northern portion of Taxiway H and Taxiway L pavements to mitigate the existing Hot Spot location at the Airport. The portion of Taxiway H to be reconfigured is located north of the intersection with RW 6-24 and connects to the Runway 17 End of Runway 17-35. The newly configured section of Taxiway H will be renamed to TW K to help minimize confusion from Air Traffic Control Tower directions. The basis of the geometric design to eliminate the existing Hot Spot is based on the preferred Taxiway H alternative recommended as part of the recently completed Airfield Geometry Review and Alternatives Analysis and Airport Layout Plan Update study. The project will also upgrade the existing Airfield Lighting Control and Monitoring System hardware and software, including a remote access option. Project Owner: Manchester-Boston Regional Airport

Wilkes-Barre/Scranton International Airport Taxiway B Extension Design & CI, Wilkes-Barre/Scranton International Airport, Avoca, PA - Senior Electrical Engineer responsible for providing QA/QC review and comments on electrical design as well as assisting with power and communications system design coordination. This project involves designs for the extension of Taxiway B on the Runway 4 approach end at the Airport. The scope of work also includes an environmental assessment, relocation of FAA-owned navigational facilities, coordination with the FAA, stormwater management, embankment fill borrow material staging and coordination, taxiway lighting and signage design, and relocation of the Air Traffic Control Tower Access Road. Project Owner: Wilkes-Barre/Scranton International Airport

Greater Binghamton Parallel Taxiway B Design, Bidding and Construction Administration, Greater Binghamton Airport, Maine, NY - This project involved the removal of “hot spot” Taxiway G, and extending Taxiway K to provide a full standard parallel taxiway to Runway 10-28 named Taxiway B. The project consisted of constructing 50’ wide by 1,830’ long new taxiway to complete the full parallel taxiway. A topographic survey and the implementation of a Geotechnical Investigation Program were included to evaluate the existing pavement thickness, soils, and presence of groundwater. This information was used to determine milling depths of the existing asphalt and overlay thicknesses for proposed asphalt. The project design efforts also included a review of current pavement markings, and other FAA Standards. Design profiling each existing Taxiways, H, K, L M, and P was required to ensure FAA standards for grades and cross slopes were met. Other work included the installation of new taxiway edge lights, electrical conduit and wiring, light bases, guide signs and foundations, pavement markings, closed drainage systems, and post construction stormwater management best practices. Construction activity was phased to minimize impacts to airport operations. Runway 10-28 was utilized as a temporary taxiway to maintain GA access to Runway 16-34. Construction within the Runway 16-34 safety area was completed during two weekends with 12-hour night shift periods, to accommodate flight schedules. Project Owner: Broome County

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MICHAEL ECKHARDT, PE

MJ | SENIOR MECHANICAL ENGINEER

Mr. Eckhardt is a licensed mechanical engineer with over 25 years of experience in engineering design solutions for aviation, educational, industrial and commercial clients specializing in engineered plumbing systems and petroleum bulk storage/ dispensing systems. He has been the lead plumbing engineer for airport projects in throughout New York, New Hampshire, Massachusetts, and Connecticut involving terminal expansions, interior renovations, aircraft hangars, and snow removal equipment buildings. He has also led the design of aviation fueling projects at over a dozen airports in New York, Pennsylvania, and New Jersey. Mr. Eckhardt is also serving as the Engineering Project Manager for a terminal-wide HVAC System Replacement project at Buffalo Niagara International Airport.

RELEVANT EXPERIENCE

Pease - Terminal Expansion Design, Portsmouth International Airport at Pease, Portsmouth, NH - Senior Mechanical Engineer responsible for plumbing systems design. The Portsmouth International Airport at Pease is being expanded to include a new concourse and holdroom, a new expanded TSA checkpoint, a new baggage handling system and CBIS building, a new passenger boarding bridge, new concession space, and a new baggage makeup area. Additionally, the project includes improvements to access security, security cameras and paging for the expansion as well as the existing terminal. This $18M expansion includes 24,322 sf of new space. Construction completion is planned for late 2020 and is funded by grants received from the FAA and State of New Hampshire Department of Transportation. The FAA grants include a Supplemental Discretionary Grant as well as use of the airport's Entitlement Grant funding. The proposed improvements are in response to a Study completed in 2018, which identified deficiencies in facility requirements to support the current and planned growth in enplanements at the Airport for both domestic and international carriers. Project Owner: Pease Development Authority

Bradley Airport Terminal Bathroom Renovations, Bradley International Airport, Windsor Locks, CT - Lead Engineer responsible for coordinating with client, owner and code officials during design and construction. As featured on CBS Sunday Morning for the innovative, private, and touchless features that are particularly essential in times of COVID, the renovations of Bradley International Airport's bathrooms involved upgrades to 25 public restrooms within Terminal A. McFarland Johnson provided mechanical, electrical, plumbing and fire suppression system replacement and demolition design services for this project. MJ also provided designs for additional wayfinding signs in the terminal. Project Owner: Connecticut Airport Authority

Schuylkill-Construct Hangar Project Engineering Design Services, Schuylkill County Airport, Pottsville, PA - Project Engineer responsible for QA/QC review of electrical plans. This project provided a 7,300 square foot hangar capable of housing corporate aircraft. The pre-fabricated metal clear span hangar includes a concrete pier/frost wall foundation, concrete floor and bottom rolling door. The hangar project is funded by a Penn DOT Bureau of Aviation Capital budget grant at a funding level of 50% State and 50% Local shares. During the project formulation and pre-design estimates completed by MJ, it was found that the Hangar project originally funded at $200,000 state and $200,000 local was not sufficient to construct an aircraft hangar to the size meeting the airport's needs. MJ assisted the airport authority in securing additional grants at funding levels of $200,000 state and $200,000 local, thereby increasing the project budget from $400,000 to $800,000. Project Owner: Schuylkill County Airport Authority

Trenton-Mercer Airport New Terminal EA, Design & Construction, Trenton-Mercer Airport, West Trenton, NJ - This project requires preparation of an Environmental Assessment for construction of a new 125,000 SF terminal building, realigned access roads, relocation of the Aircraft Rescue and Firefighting (ARFF) building and an expansion of the vehicle parking lot. Key environmental concerns expressed by the public included noise, air quality, wetlands, floodplains, and stormwater. Project Owner: Mercer County

MICHAEL ECKHARDT, PE

MJ | SENIOR MECHANICAL ENGINEER

Village of Hamilton - Terminal Hangar Rehabilitation Design, Hamilton Municipal Airport, Hamilton, NY - This project included design and bid phase services for upgrades to an existing terminal hangar, comprised of a 500 sf terminal structure with an attached 6,500 sf maintenance/aircraft storage hangar. The terminal structure was demolished and replaced with a new 1,200 sf building. Exterior improvements to the hangar structure included a new bi-fold door, a new roof, exterior building skin repairs and repainting, window replacement, wall and roof insulation upgrades, and exterior lighting upgrades. Interior improvements included a new emergency eyewash station, new gas fired domestic water heater, and natural gas heating equipment. The facility was also connected to the municipal water and sewer system. Funding for the project included grants received from the State of New York through the Aviation Capital Grant Program and the Multi-Modal #4 Grant Program, as well as a future grant anticipated through the FAA's Airport Improvement Program. Project Owner: Village of Hamilton

Pease-Terminal Improvements Planning Portsmouth International Airport at Pease, Portsmouth International Airport at Pease, Portsmouth, NH - This study focused on the existing airport terminal building and ancillary needs in the medium-term (2018-2020) and long-term (2020 and beyond). The study considers the needs of both domestic and international carriers. This project optimized a wide mix of aircraft ranging from A320 to B747 at the existing apron with existing and proposed passenger boarding bridges. This included gate planning, aircraft movements to ensure adequate separation, support vehicle movements, and jet blast reviews for building impacts. Additionally, this project included determining the terminal needs for the short- and long-term capacity and identifying the facility requirements and deficiencies for the terminal building size, automobile parking, and drop off pick-up ramp. Project Owner: Pease Development Authority

Greater Binghamton Airport Master Plan Update, Greater Binghamton Airport, Maine, NY - This project involves the preparation of a Master Plan Update to assure that the Greater Binghamton Airport and its environs are safe and efficient as well as to evaluate the changing needs of airport users and the aviation needs of the surrounding community. Initial tasks of the project included the acquisition of detailed airport mapping compliant with FAA Advisory Circular 150/5300-18B and data for development of a flexible, scenario-based Airport Master Plan Update and Airport Layout Plan. Baseline data will be collected and presented for use in subsequent planning analyses. The project includes development of an airport inventory, aviation forecasts, environmental overview and facility requirements. Project Owner: Broome County

Watertown Terminal Apron Reconstruction Design, Watertown International Airport, Watertown, NY - The project involved the pavement rehabilitation of the 75,000 SF commercial apron at the Watertown International Airport. The commercial apron was originally constructed in the 1980's and was rehabilitated in 2003. The existing pavements were exhibiting noticeable wear due to the effects of service loads, weather and time and needed to be replaced or rehabilitated. This area is an intricate part of the airport's operations as it is where they service both commercial and often corporate aircraft. The project objectives include the assessment of the pavement condition to determine the limits of reconstruction and/or overlay; the development of pavement sections; the replacement of apron edge lighting; improvements to the apron operations lighting; replacement and/or improvements to the apron drainage system, to include glycol collection. All described revisions will be completed in accordance with the appropriate FAA Advisory Circular or directives. Project Owner: Jefferson County

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CHAD E. PHILLIPS, PE

MJ | SENIOR STRUCTURAL ENGINEER

Chad is responsible for the overall management of numerous projects at McFarland Johnson's Burlington, VT office. He has many years of experience in the structural design and project management of many types of structures. These include industrial, educational, commercial, residential and government buildings, as well as water/wastewater treatment facilities. Chad's current responsibilities include acting as client liaison and providing project design and management, marketing, design review, quality control and construction observations. He has also served as a university instructor, teaching structural steel design, reinforced concrete design and other introduction to engineering courses. Chad also served for 11 years in the U.S. Coast Guard's Civil Engineering Unit in Miami, FL.

RELEVANT EXPERIENCE

Terminal Connectors Bomb Blast Analysis, Fort Lauderdale-Hollywood International Airport, Fort Lauderdale, FL - Project Engineer responsible for bomb blast analysis, modeling the existing and proposed terminals and elevated travelways to determine blast forces at various points along the building and presenting the final report to the client. McFarland Johnson is providing planning assistance under a term agreement for this client. To date, MJ has been involved in a number of task assignments, providing alternatives review and recommendations for projects such as: bomb blast analysis; departure curbs; arrival curb emergency vehicle parking; cell phone waiting lot; and air cargo center. Also provided bike path program development & recommendations, and on-site planning advisory services. Project Owner: Broward County

Key West International Airport Elevated Maintenance Facility Design, Key West International Airport, Key West, FL - Senior Structural Engineer. This project involves the construction of an elevated airport maintenance facility at the Airport. The scope of work includes construction of an elevated parking deck with a maintenance facility area. The deck will be approximately 100' x 100' to its furthest extent, although the footprint will not be square and will be configured to accommodate site restrictions. A portion of the deck is covered with a roof matching the existing terminal building. Project Owner: Monroe County (FL)

Terminal Revitalization, Elmira Corning Regional Airport, Horseheads, NY - Senior Structural Engineer responsible for quality assurance review of structural design plans, project coordination, budgeting, scoping and staff management. Chad identified the primary coordination issues that needed to be addressed early on. He selected the major structural systems and worked to design the critical lateral and vertical load carrying systems. Allowances were made for future loads, not yet determined and provisions made for future changes in configuration and loads as the rest of the design progressed even after the fabrication of the structural steel had begun. The design and construction of the $61.5M terminal expansion and renovation, funded through the NY Upstate Airport Economic Development and Revitalization and FAA grant monies, was accomplished with a fast-track approach in approximately 18 months. The project was designed and bid in phases to allow for continued operation of the facility while the terminal expansion was progressing. Project Owner: Chemung County

Terminal Expansion & Renovation, Plattsburgh International Airport, Plattsburgh, NY - Senior Structural Engineer responsible design and supervision of all structural project components. The renovations to the existing terminal required infill of existing open floor space in several locations. A structural analysis of the existing building was undertaken to determine the ability of the structural bracing systems to support the increased lateral load demands due to the increased mass of the building. The new expansions were designed for the wind and seismic loads of new construction as well as the existing building, bringing the entire structure into code compliance. This terminal expansion involved engineering design services for a two-story, 87,731 sf passenger terminal building addition, as well as renovation to the existing 41,380 sf terminal. Project Owner: Clinton County

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CHAD E. PHILLIPS, PE

MJ | SENIOR STRUCTURAL ENGINEER

Pease-Terminal Improvements Planning Portsmouth International Airport at Pease, Portsmouth International Airport at Pease, Portsmouth, NH - Senior Structural Engineer responsible for quality assurance review of structural design plans, project coordination, budgeting, scoping and staff management. This study focused on the existing airport terminal building and ancillary needs in the medium-term (2018-2020) and long-term (2020 and beyond). The study considers the needs of both domestic and international carriers. This project optimized a wide mix of aircraft ranging from A320 to B747 at the existing apron with existing and proposed passenger boarding bridges. This included gate planning, aircraft movements to ensure adequate separation, support vehicle movements, and jet blast reviews for building impacts. Additionally, this project included determining the terminal needs for the short- and long-term capacity and identifying the facility requirements and deficiencies for the terminal building size, automobile parking, and drop off pick-up ramp. Project Owner: Pease Development Authority

Airport Monopole Tower Engineering Study, Edward F. Knapp State Airport, Berlin, VT - Project Manager responsible for structural engineering analysis of a series of monopole towers. Provide engineering study and structural analysis of towers to ensure modified pole configuration is structurally sound with the added weight of the platform materials, added wind loading and other structural considerations. Project Owner: Federal Aviation Administration

Burlington International Airport Terminal Energy Retrofit, Burlington International Airport, Burlington, VT - Project Manager responsible for structural evaluation of the existing structure and design of new structural framing to support new mechanical loads. The project consisted of retrofitting the existing mechanical systems at the Burlington International Airport terminal building to improve energy efficiencies. Project Owner: Burlington International Airportand engineering changes to the initial designs. Project Owner: Monroe County

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ANTHONY J. SHUBA

MJ | DYNAMIC TECHNOLOGY SOLUTIONS & AUTOMATION MGR.

Mr. Shuba is a software engineering professional with more than 20 years of experience in the field. He promotes object-oriented approaches to real-time software development and is analytical and detail oriented. Mr. Shuba has advanced knowledge of the Java architecture and web-based solution design. He applies these skills in the development of innovative consulting solutions software, such as MJ's proprietary Dynamic Analysis Tool (DAT), obstruction visualization tools and grant administration software.

RELEVANT EXPERIENCE

Dynamic Master Plan, Fort Lauderdale-Hollywood International Airport, Fort Lauderdale, FL - Software Solutions Manager responsible for the design and development of the DAT database and web application. This Plan includes scenario-based planning analyses and an innovative dynamic planning approach that provides quick feedback regarding possible scenarios and resultant impacts. The plan incorporates adjustable forecasts, scenario-based planning, planning activity levels with specific trigger points. Project Owner: Broward County

Dynamic Master Plan & e-ALP Update, Greenville-Spartanburg International Airport, Greer, SC - Software Solutions Manager responsible for the design and development of the DAT database and web application. This Plan includes scenario-based planning analyses and an innovative dynamic planning approach that provides quick feedback regarding possible scenarios and resultant impacts. GSP staff can analyze new opportunities and planning challenges proactively before they occur rather than undergoing time consuming and costly planning efforts in a reactionary manner. The Plan focuses primarily on landside access, circulation and auto parking facilities, air cargo facility development and operations, enhanced land development and obstruction planning and consolidation of previous planning efforts into a single electronic source for planning and GIS information. The plan incorporates adjustable forecasts, scenario-based planning, planning activity levels with specific trigger points and enhanced land development and highest or best use principles. Project Owner: Greenville-Spartanburg Airport Commission

Dynamic Master Plan, Wilmington Airport, New Castle, DE - Software Solutions Manager responsible for the design and development of the DAT database and web application. With this complex and highly dynamic airport including 4 FBO's, an Air National Guard base, and intermittent periods of commercial service, this plan requires flexibility to take advantage of yet unknown opportunities or changes in market conditions. The dynamic scenario-based interface, combined with the comprehensive AGIS survey, provides a management tool for airport staff, creating flexibility to account for changes within the industry and the general economy. Project Owner: Delaware River and Bay Authority

Dynamic Master Plan and Airport Layout Plan Update, Wilkes-Barre/Scranton International Airport, Avoca, PA - Software Solutions Manager responsible for the design and development of the DAT databases and web applications. This project involves the development of a dynamic Airport Master Plan that utilizes an innovative approach to airport planning and provides for additional flexibility in airport planning management. The Dynamic Master Plan focuses primarily on landside access, parking and terminal issues, airfield geometry and enhanced commercial land development. The plan incorporates adjustable forecasts, scenario-based planning, planning activity levels with specific trigger points and an enhanced land development and marketing analysis based on highest or best use principles. The Dynamic Master Plan combines all the data collected with updated aerial mapping to produce an existing conditions ALP in keeping with FAA Airports GIS standards. The final product links forecast and market driven development variables to a dynamic and interactive financial plan ALP, making the final dynamic deliverables infinitely more useful to both the FAA and the airport. The land development tool enables the Airport to review and assess potential development opportunities to select for the highest and best use. Project Owner: Wilkes-Barre/Scranton International Airport

LAURA SAU

MJ | VISUALIZATION SPECIALIST

Ms. Sau has experience in 3D graphic model design and development, visualizations, video production and virtual reality. She utilizes her educational experience gained through a Bachelor's Degree in Architecture, as well as her work experience in construction and planning/zoning to develop ultra-realistic project visualizations to engage clients, stakeholders, and the public, which enables all parties to envision how a project will manifest.

RELEVANT EXPERIENCE

Strategic Real Estate Development Plan, Gerald R. Ford International Airport, Grand Rapids, MI - Visualization Specialist responsible for developing photorealistic graphics and 3D model video footage for proposal meetings. Gerald R. Ford International Airport (GRR), the second busiest commercial service airport in Michigan, is comprised of approximately 3,130 acres of land with approximately 900 acres of property available for lease and development. There are specific real estate development opportunities that require or are significantly enhanced by the presence of the Airport. MJ has been tasked with identifying these aviation/real estate relationships, determining which types of development are appropriate for and desired by the Airport and developing a Strategic Real Estate Development Plan to guide and facilitate desired aviation and non-aviation real estate development. To achieve this objective, MJ will prepare a master land use and site development plan for specific parcels on or adjacent to GRR based on current regional and national market trends and conditions obtained through a real estate market analysis. The unified master land use plan and associated development concepts will provide a framework for future development, evaluate development phasing, costs and financial impacts, identify a strategic implementation action plan and include a comprehensive marketing program and tools to target potential tenants. Project Owner: Gerald R. Ford International Airport Authority

Terminal Expansion Study, Greenville-Spartanburg International Airport Greer, SC - Visualization Specialist responsible for developing photorealistic graphics and 3D model video footage for proposal meetings. This project entailed study and development of a project definition and programming (PDP) report that identifies a preferred commercial terminal development program to enable GSP to accommodate up to and beyond 3 million annual enplaned passengers. The resultant $170 million dollar program provides for two concourse expansions, eight additional aircraft gates, expanded commercial aircraft apron (including RON apron), an FIS facility, expanded outbound baggage system, an additional three-unit baggage claim, an expanded administrative suite and significant roadway modifications and terminal curb improvements. Project Owner: Greenville-Spartanburg Airport Commission

Miscellaneous Land Planning Support, Greenville-Spartanburg International Airport, Greer, SC - Visualization Specialist responsible for developing photorealistic graphics for use in land development concepts. The Airport has a total of roughly 4,700 acres of land, with approximately 50% of that available for non-aeronautical development. MJ is providing land development and land use planning for various parcels within GSP's portfolio to prepare them for marketing to potential tenants. Parcel development; highest and best use analyses; roadway network and illustrative renderings and modeling are being provided under this task. Project Owner: Greenville-Spartanburg Airport Commission

South Island Apt - Starbuck Island Mixed Use Development Site Design, Green Island, NY, Village of Green Island, NY - Visualization Specialist responsible for developing photorealistic graphics of the pool area for use in public presentation meetings and 3D model video footage for a project commercial. The project consists of a mixed-use development that comprises of a multi-tenant, 2-story 26,300 s.f. commercial building that will contain office, retail and restaurant spaces with an outdoor sitting area; a 3,500 s.f. branch bank with drive thru lanes; and, four (4), four-story multifamily residential buildings containing approximately 276 units, all on an 11-acre island in the Hudson River. The project required permitting a 14' high sea wall with heavy slope stabilization along the banks of the Hudson River. Our services included the design and permitting for all components of the project which required preparing an Environmental Assessment Report, SEQRA documentation, site plans, coordination and obtaining permits from NYSEDC, USACOE, NYSOGS, and NYSDOS. Project Owner: South Island Apartments, LLC

WILLIAM A. HAYWARD, AIA, CSI-CDT, CCCA, CCS, LEED GA

BAKER | ARCHITECT

Mr. Hayward has extensive experience in aviation terminal additions, baggage handling systems and check point projects, and in particular renovation projects requiring phased construction while maintaining existing operations, involving multiple stakeholders and critical infrastructure elements. During his career he has worked on a myriad of project types and complexity involving over $2.7 billion in successful construction, including government facilities, aviation projects, office buildings, hotels, high-rise condominiums, medical, convention centers, parking garages and recreation and sports complexes. Project size has varied with construction costs for a single project up to $350 million. This has included a number of fast-tracked project schedules, utilizing design-build, design-bid-build, and construction management project delivery methods that were completed on time and within budget.

RELEVANT EXPERIENCE

Architectural, Engineering, and Planning Consultant Services, Tallahassee International Airport (TLH), Tallahassee, Florida-City of Tallahassee, Florida. Architect. Provided architectural support services. Michael Baker is providing full, in-house consulting and engineering services for various projects at the Tallahassee International Airport. These services entail the preparation of an airport master plan, the development of a sustainability master plan, the conducting of a foreign trade zone study, the design and reconstruction of the south apron and rehabilitation of the Airport Rescue and Fire Fighting station, annual training for Wildlife Hazard Management, an environmental assessment for the development of a solar farm, and inspections for stormwater pollution prevention compliance.

DFS Airport Terminal Development, DeFuniak Springs Airport (54J), DeFuniak Springs, Florida-City of DeFuniak Springs. Architect of Record. Architect of Record for the design of the new GA terminal and adjoining hangar. Michael Baker provided design and engineering services for the new general aviation (GA) terminal for DeFuniak Springs Airport. The terminal consists of a 7,500-square-foot FBO and terminal building and an adjoining 11,000-square-foot hangar to replace an existing FBO that has outlived its useful life. This facility will serve as the aviation gateway to this historical community. Michael Baker is providing architectural engineering for the project.

New General Aviation Center Project, Punta Gorda Airport (PGD), Punta Gorda, Florida-Charlotte County Airport Authority. Architect of Record. Architect of Record for the design of the new GA Terminal, including a new future restaurant, FBO, and fight training instructor offices. Michael Baker provided airfield engineering, civil engineering, architecture, structural engineering, environmental services, bidding services, construction administration, and grant support for the construction of the new PGD Air Center at Punta Gorda Airport to relocate the existing general aviation facility. This facility will replace the existing general aviation (GA) facility to make space for a future southern expansion of the Bailey Terminal. The new GA terminal will serve as a gateway to the community.

Tampa International Airport Restroom Improvements, Tampa, Floridaa-Hillsborough County Aviation Authority. Architect of Record. Served as the Architect of Record and Project Manager for the design and construction phases of the project. Michael Baker provided design-phase evaluations for two upgraded restrooms at the Tampa International Airport. For airsides A and E, a complete demolition of the current restrooms preceded the implementation of a unique, modern design that reflected the character and theme of each airside terminal. Michael Baker reviewed the facilities with the airport staff to ensure that the airport's high standards were met and that the maintenance staff could service the restrooms without having to shut them down completely. Additionally, passenger capacity was evaluated. Michael Baker created multiple design options prior to the development of the contract documents. To reduce the time the restrooms would be out of service, the project included phased and accelerated construction work activities.

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KIM M. ALLERTON

ERS | DIVISION MANAGER

Ms. Allerton is Division Manager and Senior Environmental Scientist with Environmental Resource Solutions (ERS), A Division of SES Energy Services LLC. In addition to running the day to day operations of the business, she performs a myriad of environmental services. She maintains a strong rapport with the resource and regulatory agencies and coordinates with agencies on behalf of public and private clients. Ms. Allerton is a lead scientist who performs wetland assessments and delineations, environmental resource permitting, mitigation planning, Master Planning Studies, NEPA documents. She is an expert in aviation environmental planning and wildlife hazard assessment. Ms. Allerton brings 31 years of experience in the environmental consulting field with over 25 years related to aviation services. Her public sector experience is unsurpassed having evaluated and permitted hundreds of projects, including a multitude of aviation projects. Ms. Allerton has managed airport projects in Florida, Georgia, Missouri, Arkansas, Kansas, Texas, California, Hawaii and Mexico. Her extensive experience in the environmental consulting field has made her a well-respected expert. She has collaborated with a multitude of airports, local governments, transportation agencies, engineers and planners on hundreds of transportation-related projects including more than 300 aviation-related projects. Her experience includes, but is not limited to, wetland delineation and permitting, NEPA documentation, airport master planning, habitat and wildlife assessment, and endangered species assessments. She is a recognized expert and has provided testimony in the areas of wetland delineation, assessment and permitting

RELEVANT EXPERIENCE

Ocala International Airport (OCF) Misc. Ecological Service, Ocala, FL-Mr. Allerton oversaw multiple projects at OCF under engineering on-call contracts. From 2009-2017, ERS completed a Wildlife Hazard Assessment, Wildlife Hazard Management Plan, multiple annual Wildlife Hazard Training sessions, gopher tortoise surveys and assessments and consulted with OCF staff on Coyote issues.

Jacksonville Aviation Authority Environmental On-Call ,Jacksonville, Florida- Since 1999, ERS has served as the on-call ecological consultant for JAA. Since that time, Ms. Allerton has managed virtually all projects at all four of the airports controlled by JAA: Jacksonville International Airport (JIA), Jacksonville Executive at Craig, Herlong Recreational, and Cecil Field Airport. Projects include conceptually permitting over 160 acres of wetland impacts at JIA for their 20-year stormwater master plan, conducting a Formal Determination with SJRWMD on approximately 5,000 acres at Cecil Airport, completing Wildlife Hazard Assessments at Cecil and Jacksonville Executive, assisting with routine wildlife hazard monitoring pursuant to FAA requirements, developing and managing large-scale on-site conservation areas, and providing permitting assistance on an as-needed basis for any construction project involving impacts to wetlands or protected species. ERS was instrumental in establishing conservation easement language that satisfied FAA (with Part 77 tree clearing and wildlife management/abatement allowances), USACE and the State of Florida wetland regulators. In 2014, ERS successfully permitted 220 acres at Cecil Airport as a long-term protected gopher tortoise recipient site. In addition to serving as wetland mitigation, this area can accommodate more than 600 tortoises, with anticipated revenue to JAA exceeding $600,000. This contract requires extensive knowledge of long range airport planning goals/objectives and compatible adjacent land uses.

Atlanta Regional Airport (Falcon Field) Environmental Assessment, Peachtree City, Georgia- Ms. Allerton managed the completion of an Environmental Assessment for an Obstruction Clearing project at Atlanta Regional Airport. As part of the EA, ERS delineated jurisdictional wetlands within an approximate 218-acre project area and assessed over 9,000 linear feet of stream habitat. The proposed action included clearing trees on airport property within the 14 CFR Part 77 Primary Surface and off airport within the TERPS 20:1 approach at Runway 13 and the TERPS 30:1 approach at Runway 31. In addition, the action also included acquiring one avigation easement. ERS was responsible for extensive agency coordination, including U. S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service, GDOT and FAA. The FONSI is anticipated in October 2020.

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GEO-TECH, INC.

Craig A. Hampy,P.E.
Senior Project Engineer

Education/Degrees

- High School: Belleview High School, Belleview, FL
- College: Associate of Arts, Central Florida Community College, 2007
  Bachelor of Science in Civil Engineering, Florida State University, 2011

Professional Experience

November 2011 – Present

Project Engineer, Geo-Tech, Inc., Ocala, Florida

Engineering and project management of site evaluations, sinkhole remediation, geotechnical analysis, and design of foundation systems for various structures, roadways, and pavements. Project management with analysis and evaluation of engineering materials and testing, in addition to cost analysis for geotechnical services on major roadway expansion projects. Complete supervision and review of materials testing laboratory procedures and troubleshooting for a wide variety of complications found within construction procedures.

July 2011 – November 2011

Field Engineer, GSE Engineering, Gainesville, Florida

Sinkhole remediation monitoring, including: sinkhole inspections and reports. Geotechnical evaluations with technical report writing and data analysis and interpretation. Laboratory testing supervisor.

June 2005 – August 2007

Supervisor, Foundation Services of Central Florida, Ocala, FL

Sinkhole remediation supervisor, scheduled home inspections, worked on landscaping projects for the Department of Transportation, and acquired residential and commercial permits.

Certifications

- Florida Professional Engineer, Registration No. 83240
- Certified Stormwater Management Inspector

Technical Experience

- Ground Penetrating Radar (GPR) Evaluation & Data Interpretation
- Laboratory Testing
- Cone Penetration Test (CPT) Data Interpretation
- Technical Report Writing
- Site Plan Preparation
- Grout Monitoring
- Auger Cast Pile Monitoring

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ROBERT C. MENTZER, JR.

HMMH | PRINCIPAL CONSULTANT

Robert Mentzer has specialized in airport environmental noise studies for airports for more than 25 years. He is a well-qualified Project Manager and Lead Technical Specialist. He has had these roles for several major airport environmental studies and Part 150 noise studies. His project experience ranges from general aviation airports such as TEB and FXE to major airports such as BOS, CLT, DEN and ORD. He also has extensive experience managing several airport noise on-call contracts. Mr. Mentzer has recently completed the Noise Exposure Map and Master Plan Update at Nashville International Airport and was the Noise lead for two EIS Re-Evaluations at Chicago O'Hare International Airport. He is currently involved in NEPA studies in Chicago and Nashville. Mr. Mentzer has led the preparation of noise contours for more than 50 airports, including noise elements of Part 150 Land Use Compatibility Planning Studies, Part 161 Noise and Access Restriction Studies, Environmental Assessments, Environmental Impact Statements, Airport Master Plan Studies, and other studies concerning airport noise.

RELEVANT EXPERIENCE

- **Chicago O'Hare Terminal Area Plan and Air Traffic Procedures EA, O'Hare International Airport, Chicago, IL (2019-present),** Noise Technical Lead
- **BNA Runway 2L Extension EA, Nashville International Airport, Nashville, TN (2020-present),** Project Manager
- **BNA Terminal Expansion EA, Nashville International Airport, Nashville, TN,** (2019-2021), Principal in Charge
- **Runway/Taxiway EA, Smith Reynolds Airport, Winston-Salem, NC** (2019-2021), Principal in Charge
- **BNA Runway 2R-20L Closure CATEX, Nashville International Airport, Nashville, TN** (2019), Project Manager
- **Written Re-Evaluation EIS, Piedmont Triad International, Greensboro, NC** (2018), Project Manager
- **Runway Weight Limit EA, Fort Lauderdale Executive, Fort Lauderdale, FL** (2016 - 2018), Assistant Project Manager
- **Chicago O'Hare EIS Fly Quiet Reevaluation, O'Hare International Airport, Chicago, IL** (2017-2018), Noise Modeling Lead
- **Bowling Green Runway Extension EA, Bowling Green-Warren County Regional Airport, Bowling Green, KY** (2017), Project Manager
- **Terminal E Modernization EA, Logan International Airport, Boston, MA** (2015-2016), Project Manager
- **Chicago O'Hare EIS Reevaluation, O'Hare International Airport, Chicago, IL** (2015), Noise Modeling Lead
- **Terminal E Renovations EA, Logan International Airport, Boston, MA** (2015), Project Manager & Noise Lead
- **Proposed Hangar Development EA, Worcester Regional Airport, Worcester, MA** (2014), Project Manager & Noise Lead
- **FAA North Texas OAPM EA, North Texas Metroplex** (2012-2014), Noise Technical Lead
- **Runway Extension EA, Watertown International Airport, Watertown, NY** (2012), Principal-in-Charge
- **T.F. Green Airport Improvement Program EIS, Providence, RI** (2004-2012), Project Manager and Lead Technical Analyst

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PHILIP M. DEVITA, CCM

HMMH | DIRECTOR, AIR QUALITY

Mr. Philip DeVita leads HMMH's Air Quality practice. He is an American Meteorological Society Certified Consulting Meteorologist with more than 30 years of experience in air quality permitting and modeling, wind turbine and solar evaluation, air emissions characterization, and meteorological monitoring. His expertise includes atmospheric dispersion modeling to support permitting and siting studies, indirect source analysis, feasibility studies, and consequence analyses for hazardous chemical releases. Mr. DeVita has conducted air quality impact assessments for a variety of transportation projects as well as analyses of power and industrial sources using AERMOD, EDMS/AEDT, MOVES, SGHAT, CAL3QHC and CALPUFF. He also has prepared greenhouse gas and sustainability analyses under the MEPA Greenhouse Gas Emissions Policy, emissions inventories, source registrations, and air plan applications for various industrial sources.

RELEVANT EXPERIENCE

- **Port Authority of New York and New Jersey, JFK International. Airport Redevelopment Program, Construction Carbon Assessment Master Planning (2019-2020),** Renewable Energy Expert
- **Nashville International Airport Concourse A (CAGE) Environmental Assessment (2020),** Air Quality Technical Lead
- **DTW Solar Feasibility Study (2019-2020),** Project Manager
- **VALE Application for STL Gate Electrification (2021),** Air Quality Technical Lead
- **Smith Reynolds Airport (INT) Parallel Taxiway Q and Taxiway L Air Quality Environmental Assessment (2019),** Air Quality Technical Lead
- **George Bush International Airport, Taxiway Construction and Runway Closure NEPA, (2019),** Air Quality Technical Lead
- **JFK International Airport, American Airlines Terminal 8 Environmental Assessment, (2019),** Air Quality Technical Lead
- **Trenton-Mercer Airport, New Terminal, and Roadway Improvement Environmental Assessment, (2019),** Air Quality Technical Lead
- **LaGuardia Air Train EIS, (2019-present),** Air Quality Technical Lead
- **Philadelphia International Airport Parcel G Parking Lot CATEX, Philadelphia, PA (2019)**, Air Quality Technical Lead
- **Reagan National Airport Roadway Improvement Environmental Impact Statement, (2018-present),** Air Quality Technical Lead
- **St Louis International Airport Pre-Conditional Air and Ground Power VALE, (2018-2019),** Air Quality Technical Lead
- **Smith Reynolds Airport Taxiway Q EA, (2019)**, Air Quality Technical Lead
- **Phoenix Sky Harbor International Airport Sustainable Management Plan Update, AZ (2017-present),** Renewable Energy Expert
- **L.G. Hanscom Field 2017 Environmental Status & Planning Report (ESPR), MassPort, Boston MA (2017-present),** Air Quality Technical Lead
- **ACRP 02-76: Optimizing the Use of Electric Pre-Conditioned Air (PCA) and Ground Power Systems at Airports (2017-present),** Air Quality Lead
- **RE-PHL: Philadelphia International Airport Energy and Emissions Reduction Strategy, Philadelphia, PA (2017-2018),** Renewable Energy Expert

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DOUGLAS C. BAÑEZ

HUBPOINT | AIR SERVICE DEVELOPMENT

Doug Bañez is Founder and Managing Director of Hubpoint Strategic Advisors, LLC – a consultancy serving the aviation, transportation, and logistics sectors. During his 30-year career, Doug has led client engagements in North America, Latin America, Asia and the Middle East in the areas of business strategy, marketing, competitive positioning, and regulatory support. For the aviation community, Doug focuses on economic analyses of airline and airport issues, with particular emphasis on passenger air service development, aviation networks, traffic forecasting, and air cargo market assessments. Doug is a veteran of industry-leading aviation and transportation consulting firms and applies best-practices learned over his career to Hubpoint's client and partner engagements. Throughout his career, Doug has worked with small and non-hub U.S. airports on air service development matters including airports in Jacksonville, NC; Wilmington, DE; Fayetteville, NC; Lewiston, ID; El Paso, TX; Niagara Falls, NY and Mesa, AZ. At the same time, he has led passenger air service development initiatives at large airports including Phoenix Sky Harbor, Washington Dulles, and San Diego. This experience provides Doug with valuable perspective on the unique challenges faced by airports of varying size and operational complexity.

RELEVANT EXPERIENCE

- Developed a strategic plan for air service development efforts at Wilmington Airport (ILG) in Delaware. Led efforts to target and pursue Frontier Airlines and other Ultra Low Cost Carriers (ULCCs). ULCC strategy focused on cost and traveler convenience advantages at ILG compared to larger nearby airports in Philadelphia and Baltimore. Ultimately, Frontier started service to Orlando in February 2021. Provide presentation materials and on-site support for ILG's meetings with airlines at industry air service conferences.

- Lead air service development strategy and advisory services for Albert J. Ellis Airport (OAJ) located in Jacksonville, NC. OAJ seeks additional airlines and scheduled nonstop destinations to augment service by two incumbent network carriers. Perform detailed analysis of OAJ O&D and onboard traffic, current services and potential airline/route priorities. Develop air service presentation materials aimed at target airlines. Arrange and lead airline headquarters meetings for OAJ and provide on-site support for airline meetings at air service conferences. Executed a leakage study for OAJ which is in close proximity to four other commercial airports. Advised development of air service incentive program.

- Provided passenger air service development advice to Lewiston-Nez Perce County Regional Airport (LWS) located in Lewiston, ID. Developed comprehensive air service strategic plan for LWS assessing the current situation and identifying prioritized targets for potential air service – by route and by airline. Perform aviation market analysis and stakeholder outreach to the local community on an ongoing basis. Led headquarters meeting with a major regional airline to promote opportunities at LWS and substantiate the need for additional capacity and flight frequencies. Subsequently, the airline successfully added a fourth daily regional jet frequency and is currently considering further service enhancements at LWS.

- Advise North Carolina's Fayetteville Regional Airport (FAY) regarding air service development strategies to attract new non-stop passenger services. Initial target markets included Washington, DC and Dallas-Fort Worth. Work involved quantifying the impact of current and future travel related to nearby Fort Bragg. Conducted community outreach and traveler surveys to understand leakage factors. Led headquarters and JumpStart meetings with commercial airlines to promote non-stop services to FAY. Subsequently, air services were initiated at FAY to Washington Reagan National Airport (DCA) and Washington Dulles International Airport (IAD). Led development of FAY's application for Small Community Air Service Development Program (SCASDP) grant through the U.S. DOT.

TRAVIS P. BARRINEAU, P.S.M.

RMB | PROFESSIONAL SURVEYOR

R.M. Barrineau and Associates, Inc. (The Company) is licensed by the State of Florida to provide surveying and mapping services. The Company was incorporated in 1988, in Marion County, FL and has been serving Central Florida for 34 years. R.M. Barrineau and Associates, Inc., provides surveying and engineering support services for engineers, architects, contractors, attorneys, lending institutions and government agencies. The Company has provided consultant surveying services at the Ocala International Airport for topographic surveying services for the demolition of the old terminal and the design and construction of the new terminal; construction staking of runway and lighting projects; sketches of descriptions for lease parcels; numerous hangars and as-built surveys. R.M. Barrineau and Associates, Inc. works with civil engineering firms to provide surveying and mapping services for site design. The Company works with site contractors and utility contractors to provide construction layout and as-built surveys for projects ranging from small underground utility installations to shopping centers and 458,000 square foot warehouse buildings. The staff of R.M. Barrineau and Associates, Inc. work with developers in providing surveying services for acquisition of parcels and in platting both residential and commercial subdivisions. Additionally, the staff are skilled in completing ALTA/NSPS Land Title Surveys and reviewing title documents for major commercial land acquisitions. .

RELEVANT EXPERIENCE

PROJECTS AT OCALA INTERNATIONAL AIRPORT

- Project Surveyor for Topographic Survey for New Terminal Building at Ocala International Airport and Construction Staking for Terminal: Provided vertical and horizontal control; SPC's; Civil 3D file
- Project Surveyor for ALTA/NSPS Land Title Survey for four new hangar sites at Ocala International Airport: establish boundaries for the lease parcels; topographic data for parcels; prepare metes and bounds descriptions for the parcels; Civil 3D file
- Project Surveyor for numerous individual hangars at Ocala International Airport: topographic data; metes and bounds descriptions for lease parcels; SPC's; Civil 3D file

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MICHAEL WEBBER

WEBBER | AIRPORT & CARGO PLANNING SPECIALIST

In a 31-year career, Michael Webber has led marketing departments of two airports, as well as consulted for numerous airport operators and civil aviation authorities. Consulting assignments include market analyses, forecasts, facilities and strategic plans. Clients have included the four largest international air cargo gateways in the U.S., as well as multiple airports in Africa, Asia, Latin America and the Middle East. On a consulting basis, he managed cargo affairs for Airports Council International – North America (ACI-NA) and was an on-call consultant for IATA (International Air Transport Association). He has completed cargo assignments for the World Bank and U.S. Transportation Security Administration (TSA), and co-authored an air cargo facilities planning guide for the Transportation Research Board (TRB). Project descriptions and client assignments are listed below.

RELEVANT EXPERIENCE

CARGO STRATEGIC PLANNING

- Port Authority of New York & New Jersey, multiple airports (EWR & JFK) (2021)
- Los Angeles World Airports, Los Angeles, CA (Multiple, latest in 2019)
- Charlotte-Douglas International Airport, Charlotte, NC (2018)
- Xi'an Xianyang International Airport, Shaanxi Province, China (2018)
- Vancouver International Airport, Richmond, BD, Canada (2016)
- Tocumen International Airport, Panama (2014).
- JFK International Airport, New York, NY (Multiple, latest 2012)
- New Cargo Airport Study, Ceará, Brazil (2011)

MASTER PLANNING & STRATEGY

- San Francisco International Airport, San Francisco, CA (2019-2020)
- Dallas/Ft. Worth International Airport, Dallas, TX (Multiple, latest in 2020)
- Juan Santamaria International Airport, San Jose, Costa Rica (2019)
- Punta Huete Logistics Center, Managua, Nicaragua (2019)
- Chicago Airport System, Chicago, IL (Multiple, latest in 2018)
- Kempegowda International Airport (BLR), Bangalore, India (2018)
- Reno-Tahoe International Airport, Reno, NV (2017)
- Calgary International Airport, Calgary, AB (2013)

McFarland Johnson
1522 PENMAN ROAD, SUITE #14
JACKSONVILLE BEACH, FL 32250

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c769(2cont.)

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

June 12, 2021

John Mafera, Regional Director of Aviation
MCFARLAND-JOHNSON, INC.
d/b/a MCFARLAND JOHNSON
4651 Sheridan Street, Suite 300B
Hollywood, Florida 33021

Dear Mr. Mafera:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

3.1 - Minor Highway Design

Group 6 - Traffic Engineering and Operations Studies

6.1 - Traffic Engineering Studies
6.2 - Traffic Signal Timing

Group 7 - Traffic Operations Design

7.1 - Signing, Pavement Marking and Channelization
7.2 - Lighting
7.3 - Signalization

Group 13 - Planning

13.3 - Policy Planning
13.4 - Systems Planning
13.6 - Land Planning/Engineering

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2022 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
179.53%	161.50%	0.072%	Excluded	No	4.01%	17.36%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

Work Type	Qualifier Name	Level Approved	Date Approved	Reviewer	Other Comments
2					
	Zachary Staff	SS	12/7/2015	R. Jackson	
	Jeffrey Wood	NS	12/7/2015	R. Jackson	
	Scott Faulkner	PE	12/19/2016	R. Jackson	
3.1					
	Scott Faulkner	PE	1/11/2017	D. Amato	
6.1					
	Scott Faulkner	PE	12/19/2016	H. Castillo	
6.2					
	Scott Faulkner	PE	6/12/2020	J. Ponce	
7.1					
	Scott Faulkner	PE	12/19/2016	H. Castillo	
7.2					
	Charles Howe	PE	6/2/2021	D. Amato	
7.3					
	Scott Faulkner	PE	12/19/2016	H. Castillo	
13.3					
	Zachary Staff	AICP	6/11/2020	D. Romero	
13.4					
	Matthew T. O'Brien	PE	11/1/2017	G. Sokolow	
	Scott Faulkner	PE	1/23/2017	A. Young	
	Zachary Staff	AICP	1/23/2017	A. Young	
13.6					
	Matthew T. O'Brien	PE	11/2/2017	L. Washburn	
	John Mafera	PLAN	12/19/2016	L. Washburn	Must qualify in conjunction with a PE

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Laura E. Doud

From: Amato, David <David.Amato@dot.state.fl.us>
Sent: Wednesday, June 2, 2021 7:23 AM
To: Kell, Carliayn; Bull, Bobby
Cc: Walls, Kelly
Subject: RE: McFarland-Johnson, Inc. - 7.2

Carliayn,

Please see completed table below.

Thanks,

David S. Amato

Florida Department of Transportation
Roadway Design Engineer
605 Suwannee Street, MS 50
Tallahassee, FL 32399
Office (850)414-4792
FAX (850)414-5261

From: Kell, Carliayn <Carliayn.Kell@dot.state.fl.us>
Sent: Friday, May 28, 2021 9:18 PM
To: Amato, David <David.Amato@dot.state.fl.us>; Bull, Bobby <Bobby.Bull@dot.state.fl.us>
Cc: Walls, Kelly <Kelly.Walls@dot.state.fl.us>
Subject: McFarland-Johnson, Inc. - 7.2

Good afternoon,

Please review the attached resume for work type 7.2 and return to me by email with your determination at your earliest convenience.

Consultant Prequalification Technical Review Summary

Firm Name: **McFarland-Johnson, Inc.**
Submitted: **5/28/2021**
Return by: **6/11/2021**

Work Type Pursued: **7.2**

Status	Qualifying Staff	Florida License #	Level Requested	Determination (Approved or Insufficient)	Level Approved	Reviewer Comments
New	Charles Howe	82052	PE	Approved	PE	NA

Please don't hesitate to contact me with any questions or concerns.

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c7(6382.)

Sincerely,

Carliayn Kell

Carliayn Kell
Qualification Administrator
Professional Services
FDOT Procurement Office
605 Suwannee Street, MS20
Tallahassee, FL 32399-0450
Ph: 850.414.4597 | carliayn.kell@dot.state.fl.us
Prequalification Information |Procurement Internet | File Transfer Protocol

Doc ID: b49a17ab6c521869ca3b3ff2811e57a883c7(6382.)

SUBCONTRACTOR LIST

**DBE includes any Federally designated disadvantaged business.*

Firm Name	Firm Location (City, State)	Description of Work to be Performed	Participation % (of Total Contract Value)	MBE	DBE*
				Mark "X" if using an MBE or DBE firm	
Environmental Resource Solutions (ERS)	Jacksonville, FL	Environmental Design & Mitigation	7		X
HMMH	Orlando, FL	Air & Noise Quality	6		X

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Exhibit C - Average Rates
McFarland Johnson, Inc.

Job Classification	Average Contract Rate	Multiplier	Fully Burdened Hourly Rate
P09- Vice President	$93.74	325.0000%	$ 304.66
P08-Regional Office / Division Manager	$96.26	325.0000%	$ 312.85
P07-Senior Project Manager	$83.00	325.0000%	$ 269.75
P06-Sr. Proj.Engineer/Planner/Envrmntlst	$65.00	325.0000%	$ 211.25
P05-Proj.Engineer/Planner/Envrmntlst	$61.14	325.0000%	$ 198.71
P04-Sr.Engineer/Planner/Envrmntlst	$51.20	325.0000%	$ 166.40
P03-Assistant Engineer/Planner/Envrmntlst	$41.80	325.0000%	$ 135.85
P02/P01-Jr. Engineer/Planner/Envrmntlst	$35.44	325.0000%	$ 115.18
T05-Technician Supervisor	$49.40	325.0000%	$ 160.55
T04-Sr. Technician	$40.04	325.0000%	$ 130.13
(T02-T01)-Assistant Technician	$29.00	325.0000%	$ 94.25
(T02-T01)-Assistant Technician	$18.50	325.0000%	$ 60.13
I04 - Resident Inspector	$52.32	325.0000%	$ 170.04
I03 - Sr. Inspector	$47.62	325.0000%	$ 154.77
(I02-I01) - Inspector	$40.04	325.0000%	$ 130.13

Subconsultants

SES Energy Service LLC, ERS Division

Job Classification	Average Contract Rate	Multiplier	Fully Burdened Hourly Rate
Project Manager 3	$ 87.29	303.138%	$ 264.61
Chief Scientist	$ 65.00	303.138%	$ 197.04
Senior Environmental Specialist	$ 49.92	303.138%	$ 151.33
Senior Environmental Specialist	$ 49.00	303.138%	$ 148.54
Senior Environmental Specialist	$ 49.33	303.138%	$ 149.54
Senior Environmental Specialist	$ 47.46	303.138%	$ 143.87
Senior Scientist	$ 41.76	303.138%	$ 126.59
GIS Specialist	$ 33.53	303.138%	$ 101.64

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Subconsultants

SES Energy Service LLC, ERS Division

Environmental Specialist	$ 36.21	303.138%	$ 109.77
CADD/Computer Technician	$ 31.77	303.138%	$ 96.31
Scientist	$ 28.85	303.138%	$ 87.46
Scientist	$ 28.88	303.138%	$ 87.55
Technician Aid	$ 19.35	303.138%	$ 58.66
Senior Environmental Specialist	$ 47.50	303.138%	$ 143.99

Michael Baker International, Inc.

Job Classification	Average Contract Rate	Multiplier	Fully Burdened Hourly Rate
Architect	$ 76.43	291.200%	$ 222.56
Senior Architect	$ 62.84	291.200%	$ 182.99
Architect	$ 40.52	291.200%	$ 117.99
Senior Planner	$ 34.97	291.200%	$ 101.83
Office Manager/EEO/RCS	$ 115.39	291.200%	$ 336.02
Designer	$ 40.63	291.200%	$ 118.31
Designer	$ 44.27	291.200%	$ 128.91

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TITLE	FOR SIGNATURES - Agreement for Continuing General Aviation...
FILE NAME	FOR COUNCIL SIGNA...land Johnson .pdf
DOCUMENT ID	9a0a2d138941d401520d722420abc1d54a83f506
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SENT	**08 / 09 / 2022** 10:25:59 UTC-4	Sent for signature to McFarland Johnson, Inc. (jfesta@mjinc.com) and Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**08 / 09 / 2022** 13:19:36 UTC-4	Viewed by McFarland Johnson, Inc. (jfesta@mjinc.com) IP: 74.202.61.194
SIGNED	**08 / 09 / 2022** 13:21:13 UTC-4	Signed by McFarland Johnson, Inc. (jfesta@mjinc.com) IP: 74.202.61.194
VIEWED	**08 / 15 / 2022** 12:01:52 UTC-4	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**08 / 15 / 2022** 12:02:04 UTC-4	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55

HELLOSIGN

Audit Trail

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FILE NAME	FOR COUNCIL SIGNA...land Johnson .pdf
DOCUMENT ID	9a0a2d138941d401520d722420abc1d54a83f506
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SENT	**09 / 07 / 2022** 13:23:05 UTC-4	A new document has been created based off of an existing document with ID b49a17ab6c521869ca3b3ff2811e57a883c76932 IP: 216.255.240.104
SENT	**09 / 07 / 2022** 13:26:56 UTC-4	Sent for signature to Ire Bethea Sr. (ibethea@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**09 / 14 / 2022** 10:12:05 UTC-4	Viewed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.250.64
SIGNED	**09 / 14 / 2022** 10:15:00 UTC-4	Signed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.250.64
VIEWED	**09 / 14 / 2022** 12:16:13 UTC-4	Viewed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Agreement for Continuing General Aviation...
FILE NAME	FOR COUNCIL SIGNA...land Johnson .pdf
DOCUMENT ID	9a0a2d138941d401520d722420abc1d54a83f506
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SIGNED	**09 / 14 / 2022** 12:16:30 UTC-4	Signed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**09 / 14 / 2022** 12:16:30 UTC-4	The document has been completed.

File #: RES-2026-44 Agenda Item #: 10h.

Submitted By: Matthew Grow

Presentation By: Matthew Grow

Department: Aviation

FORMAL TITLE:
Resolution 2026-44 to accept a Federal Aviation Administration Airport Improvement grant to design Taxiway A Holding Bay in the amount of $178,558

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Ocala International Airport (OCF) currently does not have a designated area where aircraft can safely wait during temporary delays caused by weather or air traffic. As a result, aircraft often wait on taxiways that are also used by other aircraft traveling to and from the runway, creating congestion during busy periods.

A holding bay functions much like a highway pull-off lane. It allows aircraft that are waiting to move out of the primary traffic path while remaining ready for departure. This improves safety, keeps taxiways clear, and allows the airport to accommodate more aircraft during periods of high activity efficiently.

OCF recorded 105,065 aircraft operations in 2025, compared with 104,917 in 2024. Since 2016, annual operations have increased from 62,571 to more than 105,000. During peak periods, the airport regularly experiences approximately 50 aircraft movements per hour.

The FAA funds holding bay projects at airports with sufficient aircraft activity. Because OCF exceeds 75,000 annual aircraft operations, it qualifies for this funding.

This grant will fund the design of a new aircraft holding bay adjacent to Taxiway A. The holding bay will provide space for up to three aircraft to wait outside the primary taxiway, reducing congestion while maintaining efficient access to the runway. Completing the design is the first step toward future construction.

Airport staff requested FAA funding in late 2025 and submitted the formal grant application in June 2026. The

FAA has offered to fund 95 percent of the design costs.

FINDINGS AND CONCLUSIONS:

- Improves safety by providing aircraft with a dedicated waiting area outside active taxiways.
- Reduces congestion and improves aircraft movement during busy periods.
- Supports the airport's continued growth and increasing aircraft activity.
- Is supported by the Airport Advisory Board.
- Is consistent with the Airport Master Plan.
- Once the FAA grant is approved, staff will seek Florida Department of Transportation funding to reduce the City's local share.
- Staff recommends approval and requests that the City Council authorize the City Council President and City Attorney to execute the grant.

FISCAL IMPACT:

FAA Share:	$178,558	341-060-727-542-54-31010
Airport Share:	$9,398	451-027-727-542-54-31010
Total Cost:	$187,956	

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 2026-44

A RESOLUTION TO APPROVE FEDERAL GRANT AGREEMENT #3-12-0055-037-2026 BETWEEN THE CITY OF OCALA AND THE FEDERAL AVIATION ADMINISTRATION FOR THE DESIGN OF TAXIWAY-A AIRCRAFT HOLDING BAYS IN THE AMOUNT OF $178,558

WHEREAS, the Federal Aviation Administration has provided a grant offer to participate in 95 percent of the project costs associated with the design of Taxiway-A Holding Bays, with the FAA expense not to exceed $178,558; and

WHEREAS, funds for the City’s $9,398 match are available in the Airport's fund balance.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA,

FLORIDA, in regular session duly assembled that the City Council President is hereby authorized to make, execute, and deliver to the Federal Aviation Administration Federal Grant Agreement #3-12-0055-037-2026.

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

U.S. Department of Transportation Federal Aviation Administration

Orlando Airports District Office:
8427 South Park Circle, Suite 524
Orlando, FL 32819

Mr. Matthew Grow
Airport Director
Ocala International Airport
750 SW 60th Avenue
Ocala, FL 34474

Dear Mr. Grow:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-12-0055-037-2026 at Ocala International-Jim Taylor Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 14, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Jennifer Ganley, (407) 487-7237, jennifer.ganley@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Krystal G. Ritchey
Acting Manager

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date

Airport/Planning Area: Ocala International-Jim Taylor Field Airport

Airport Grant Number: 3-12-0055-037-2026

Unique Entity Identifier: LSNNNBN7BL45

TO: City of Ocala

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated June 02, 2026, for a grant of federal funds for a project at or associated with the Ocala International-Jim Taylor Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Ocala International-Jim Taylor Field Airport (herein called the “Project”) consisting of the following:

Construct Taxiway A Holding Bay (500 feet by 200 feet)- Design

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117**.**

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $178,558.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $0 for planning
   $178,558 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. Ineligible or Unallowable Costs. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before August 14, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        i. 15 percent; or

        ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

    a. Verify the non-federal entity is eligible to participate in this federal program by:

        i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

        ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

a. *Posting of contact information.*

i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. Provisions applicable to any sponsor or subrecipient.

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated April 2020, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. Prohibited Telecommunications and Video Surveillance Services and Equipment. The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. Critical Infrastructure Security and Resilience. The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. Title VI of the Civil Rights Act. As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. Applicable Federal Anti-Discrimination Laws. The sponsor agrees:

a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. National Airspace System Requirements.

a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

   i. Additional conditions on the award;

ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. Design Grant. This Grant Agreement is being issued in order to complete the design of the project. The sponsor understands and agrees that within two (2) years after the design is completed that the sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

33. Construction Safety Phasing Plan. In accordance with FAA Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction, and any applicable amendment or update to the Advisory Circular, the sponsor understands and agrees that construction will not commence until FAA has approved the Construction Safety Phasing Plan and Points of Interest airspace case for the project(s) described in this grant, and the project application.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

_____
(Typed Name)

_____
(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _____

City of Ocala

(Name of Sponsor)

_____

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Florida__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
d. Hatch Act – 5 USC § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]
l. 49 USC § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 USC § 794.
n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 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.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The City of Ocala, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

    1. Reinvestment in an approved noise compatibility project;

    2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);

    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;

    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

    If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of June 02, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

McFARLAND JOHNSON
1522 Penman Road, Suite #14 • Jacksonville Beach, FL 32250
Phone: (904) 945-2233
www.mjinc.com

OCALA INTERNATIONAL AIRPORT
Holding Bay/ATC Support

From: OCF ATCT <ocf@rvainc.com>
Sent: Tuesday, September 30, 2025 12:34 PM
To: Matt Grow <mgrow@ocalafl.gov>
Subject: OCF Runway 36 Holding Bay

Dear Matt,

I am writing to provide a formal statement of support regarding the proposed construction of a holding bay at the approach end of Runway 36 at Ocala International Airport.

As noted in the 2025 Runway Safety Action Team (RSAT) meeting minutes, no surface safety incidents were formally reported; however, recurring operational challenges were discussed in relation to ground movement efficiency. Chief among these challenges is the lack of a designated staging area for flight training aircraft at the Runway 36 threshold. During peak hours, the airport regularly experiences more than 50 operations per hour for a three-to-four-hour window each morning. Aircraft queue directly on Taxiway Alpha, and when a single aircraft is required to hold for one reason or another, significant delays can be incurred by aircraft in the queue. This creates congestion at the threshold, prevents other aircraft from being able to bypass and depart, and results in recurring bottlenecks that require increased controller intervention while impacting both IFR and transient traffic.

From an air traffic management perspective, the construction of a holding bay sized to accommodate at least four AI/BI type aircraft would directly mitigate this constraint. By allowing multiple aircraft to stage clear of the taxiway centerline, the holding bay would preserve continuous traffic flow to and from Runway 36, thereby reducing bottlenecks, enhancing safety margins, and aligning with best practices at comparable airports.

It is also worth emphasizing the importance of advancing Taxiway C development, which was discussed as part of the airport's long-term construction program. The addition of Taxiway C will provide a parallel routing option on the west side of the runway that addresses many of the same capacity and efficiency concerns identified at the RSAT. Taken together, the holding bay and Taxiway C represent complementary solutions that will improve safety, reduce controller workload, and support the airport's growing role within the regional aviation system.

In summary, I strongly recommend prioritizing construction of a holding bay with four (4) bays at the Runway 36 threshold, alongside continued development of Taxiway C. Both projects will substantially improve operational safety and efficiency for all airport users and directly respond to observations made during the RSAT process.

Sincerely,
Erik Magnuson
Air Traffic Manager
Ocala Air Traffic Control Tower

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OCALA INTERNATIONAL AIRPORT
Holding Apron White Paper

The Case for Holding Aprons at OCF

Introduction

Efficient airfield operations at general aviation (GA) airports depend on the availability of infrastructure that supports both safety and throughput. Currently, Ocala International Airport (OCF) does not provide a designated run-up area for aircraft to conduct required pre-departure procedures such as engine run-ups, checklist completion, weather review, and flight plan confirmation. These activities are essential for flight safety but, without dedicated space, they are often performed on taxiways or near active movement areas, which reduces overall capacity and increases the potential for delay.

Operational Challenges

- Lack of Designated Areas: Pilots are forced to complete pre-departure procedures on active taxiways or in non-purpose-built apron areas, creating congestion points.
- Throughput Impacts: Aircraft occupying taxiways for extended run-ups delay departures and restrict sequencing flexibility for the Air Traffic Control Tower (ATCT).
- Safety Concerns: Performing high-power engine checks in non-designated areas introduces jet blast/prop wash risks to adjacent aircraft and ground vehicles.
- ATCT Requests: The ATCT has formally identified the need for holding aprons to reduce delay and support efficient traffic management, particularly during peak periods of GA activity.
- Flight School Congestion: OCF has experienced a prolific increase in flight school activity, with instances of four or more training aircraft simultaneously waiting on the taxiway, effectively blocking access and compounding delay issues.

Proposed Solution

To address these operational challenges, OCF proposes the construction of one new holding apron along the south end of Taxiway A. The apron will be designed to accommodate up to three A/B-I category aircraft simultaneously, providing needed capacity for the current and forecasted level of GA demand. Locating the apron adjacent to Taxiway A will allow efficient access to the runway environment while keeping extended run-up procedures out of primary taxi flows.

Benefits of Dedicated Holding Aprons

- Operational Efficiency: Relocates time-intensive run-up procedures away from high-demand taxiways, reducing bottlenecks.

- Enhanced Safety: Provides controlled space for high-power engine testing, protecting nearby aircraft, personnel, and facilities.
- ATCT Support: Aligns with ATCT requests to streamline sequencing and improve capacity management.
- Future Growth: Positions the airport to handle increasing GA demand without compromising service levels or safety.
- The ongoing Airport Master Plan process identified the holding apron as a critical need for capacity to reduce delay, emphasizing its importance to the efficient operation of the airport. OCF is pursuing this improvement immediately to maintain operational efficiency and safety.

Conclusion

The addition of two designated holding aprons at OCF represents a targeted, high-value infrastructure improvement. By addressing ATCT concerns, improving safety, and reducing delay, the aprons will directly support the airport's ability to accommodate high daily throughput and future growth in GA operations.

File #: BR-2026-151 Agenda Item #: 10i.

Submitted By: Matthew Grow

Presentation By: Matthew Grow

Department: Aviation

FORMAL TITLE:
Budget Resolution 2026-151 to amend the Fiscal Year 2025-26 budget to appropriate $178,558 in grant funding from the Federal Aviation Administration and transfer a match of $9,398 from the Airport reserve for projects account to design taxiway-A Holding Bay for a total cost of $187,956

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable, Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Ocala International Airport (OCF) currently does not have a designated area where aircraft can safely wait during temporary delays caused by weather or air traffic. As a result, aircraft often wait on taxiways that are also used by other aircraft traveling to and from the runway, creating congestion during busy periods.

A holding bay functions much like a highway pull-off lane. It allows aircraft that are waiting to move out of the primary traffic path while remaining ready for departure. This improves safety, keeps taxiways clear, and allows the airport to accommodate more aircraft efficiently during periods of high activity.

OCF recorded 105,065 aircraft operations in 2025, compared with 104,917 in 2024. Since 2016, annual operations have increased from 62,571 to more than 105,000. During peak periods, the airport regularly experiences approximately 50 aircraft movements per hour.

The FAA funds holding bay projects at airports with sufficient aircraft activity. Because OCF exceeds 75,000 annual aircraft operations, it qualifies for this funding.

This grant will fund the design of a new aircraft holding bay adjacent to Taxiway A. The holding bay will provide space for up to three aircraft to wait outside the primary taxiway, reducing congestion while maintaining efficient access to the runway. Completing the design is the first step toward future construction.

Airport staff requested FAA funding in late 2025 and submitted the formal grant application in June 2026. The FAA has offered to fund 95 percent of the design costs.

FINDINGS AND CONCLUSIONS:

- Improves safety by providing aircraft with a dedicated waiting area outside active taxiways.
- Reduces congestion and improves aircraft movement during busy periods.
- Supports the airport's continued growth and increasing aircraft activity.
- Is supported by the Airport Advisory Board.
- Is consistent with the Airport Master Plan.
- Once the FAA grant is approved, staff will seek Florida Department of Transportation funding to reduce the City's local share.
- Staff recommends approval and requests that the City Council authorize the City Council President and City Attorney to execute the grant.

FISCAL IMPACT:

FAA Share:	$178,558	341-060-727-542-54-31010
Airport Share:	$9,398	451-027-727-542-54-31010
Total Cost:	$187,956	

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

BUDGET RESOLUTION 2026-151

A RESOLUTION TO AMEND THE FISCAL YEAR 2025-26 BUDGET TO APPROPRIATE $178,558 IN GRANT FUNDING FROM THE FEDERAL AVIATION ADMINISTRATION AND TRANSFER A MATCH OF $9,397.79 FROM THE AIRPORT RESERVE FOR PROJECTS ACCOUNT TO DESIGN A TAXIWAY-A HOLDING BAY FOR A TOTAL COST OF $187,956

WHEREAS, the Federal Aviation Administration has provided a grant offer to participate in 95 percent of the project costs associated with the design of Taxiway-A Holding Bays, with the FAA expense not to exceed

$178,558; and

WHEREAS, funds for the City's match of $9,398 are available in the Airport's fund balance.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2026-27 budget be amended as follows:

SOURCE:

341-331-000-000-09-33006	FAA Airport Grants	$178,558
451-099-999-542-81-99801	Airport Reserve for Projects	($9,398)
	TOTAL	$187,956

USE:

341-060-727-542-54-31010	Professional Services	$178,558
451-027-727-542-54-31010	Professional Services	$ 9,398
	TOTAL	$187,956

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 #: 2026-1768 Agenda Item #: 10j.

Submitted By: Lafayetta Hodges / Susan Dobson

Presentation By: Michael Balken

Department: Police

FORMAL TITLE:
Continue the grant application process for the State Homeland Security Program (SHSP) Grant to fund the Real Time Crime Center project in the amount of $1,300,000

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable, Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Ocala Police Department successfully completed the required "Intent to Apply" phase for funding through the State Homeland Security Program (SHSP). The Department is requesting City Council authorization to submit the full grant application and, if awarded, to accept and execute the grant agreement.

The proposed Real Time Crime Center (RTCC) will address a significant operational capability gap created by decentralized data sources by establishing a centralized intelligence and information-sharing center. The RTCC will enhance situational awareness, improve operational decision-making, and strengthen coordination with local, regional, and state public safety partners during both daily operations and emergency incidents.

FINDINGS AND CONCLUSIONS:
The proposed project directly supports the objectives of the 2024-2026 Florida Domestic Security Strategic Plan by establishing a centralized intelligence hub that integrates and disseminates real-time information during domestic security and emergency response operations. Key components include a mission-critical 32-display video wall, motorized command desk displays, and a central engine for real-time data processing. The request includes professional services for turnkey installation, custom programming, and five years of technical support to ensure system sustainability. A vulnerability assessment is currently in process to satisfy preliminary grant requirements.

FISCAL IMPACT:
The total project cost for the five-year pilot program is $1,300,000. While the "Intent to Apply" phase is complete, this formal authorization ensures the City is prepared to accept and execute the grant upon successful

award. A dedicated grant account will be established using MUNIS object codes 64010 (Equipment), 31010 (Professional Services), and 52045 (Subscriptions).

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

State Homeland Security Program (SHSP) Grant Funding Screening Form

Please submit a SEPARATE form for each request.

FISCAL YEAR (FY) 2026-2027

This is a Homeland Security Grant and all requests must reflect a CLEAR NEXUS TO TERRORISM.

This is a REIMBURSEMENT grant: applications require the approval of agency heads and/or budgetary officials.

AGENCY and/or SPECIALTY TEAM	AUTHORIZED AGENCY CONTACT:	Date
Ocala Police Department	LaFayetta Hodges	04/15/2026
TITLE:	**EMAIL:**	**Phone Number**
Grants & Sustainability Coordinator	lhodges@ocalapd.gov	+1 352-369-7085

BRIEF DESCRIPTION OF ITEM (s) AND ITS FUNCTION:

Visualization and Displays
- 8x4 Planar Clarity Matrix Video Wall: A mission-critical visualization suite consisting of 32 high-resolution 55-inch displays designed for 24/7 operation that provides the primary "Common Operating Picture" for the center.
- Remote Power Supplies & Video Controllers: Off-board hardware for the video wall that ensures the displays remain cool and allows for maintenance without disrupting the visual array.
- 75-inch and 86-inch UHD Displays: Large-format screens located in the Conference and Intel rooms to support secondary intelligence analysis and video conferencing.
- Arthur Holm Integrated Pop-up Displays: Nine (9) motorized displays built into the command desk that allow operators to toggle between local tactical tasks and shared regional intelligence feeds.
- Microsoft Surface Hub: A mobile, large-format interactive display on an articulating stand used for collaborative digital whiteboarding and high-level briefings.

Video Processing and Distribution
- Haivision MCS Alpha Processor: The central intelligence engine that ingests and processes, multiple real-time data feeds and video sources (TV tuners, workstation feeds, web pages) and routes them to any display in the facility.
- CineAgent Devices: Specialized hardware that integrates live, web-based intelligence, such as traffic cameras, weather patterns, and real-time mapping, directly onto the video wall.
- Dual Input Encoders: Devices at each workstation that capture local monitor feeds so they can be shared onto the main video wall or with regional partners.
- IP Encoders & Workstation Capture Devices: Hardware that converts workstation video into a network-stream-able format for real-time intelligence sharing.

Control and User Interface
- Microsoft Surface Pro Tablets: Dedicated tablet controllers that allow command staff to instantly switch video wall layouts and data sources and manage room audio as a situation evolves.
- AV Control & Streaming Network: A dedicated, air-gapped network infrastructure that manages all internal data distribution and ensures the AV system remains secure and isolated from the primary department network.
- Barco ClickShare: A wireless collaboration tool in the Intel room that allows users to instantly share their laptop screens with the room's displays.

Audio and Conferencing
- Acoustic Echo Cancellation (AEC) Processor: A dedicated processor that manages multi-zone audio and clears background noise to ensure intelligible communication during high-stress emergency coordination.
- Sennheiser TeamConnect Ceiling Microphones: High-performance microphones, essential for mutil-agency conferencing, that capture clear audio from anywhere in the command room without desk clutter.
- Push-to-Talk Desktop Microphones: Individual microphones for workstations that allow operators to communicate clearly during high-impact incidents.
- USB PTZ Cameras: Professional "Pan-Tilt-Zoom" cameras for high-quality software-based video conferencing (MS Teams/Zoom).

Infrastructure and Support
- U-Shaped Command Desk & Conference Furniture: Specialized technical furniture designed to house integrated electronics and support 24/7 operations.
- 44RU Equipment Racks: Professional-grade vertical racks used to house the system's "head-end" equipment (processors, encoders, and networking).
- Engineered Bulk Cabling: All high-bandwidth fiber, CAT6, and audio cabling required to connect the entire facility.
- 5-Year Constant Uptime Premier & Haivision Support: Comprehensive maintenance plan that provide 24/7 technical phone support, software updates, and 48-hour onsite emergency response to ensure zero-downtime for the command center.

Professional Services
- Project Management & Engineering: Professional oversight and technical design, including the creation of engineered cable pull and construction drawings.
- Turnkey Installation & Programming: The design and physical setup of all hardware and the custom software coding required for the touch-panel control systems.
- Commissioning & User Training: Final system testing to ensure mission-readiness and comprehensive training for department personnel.
- Logistics & Freight: Specialized shipping via dedicated 53-foot truck to ensure sensitive electronic components arrive safely and are pre-configured before installation.

ESTIMATED COST:

1.3 million

If applicable, has a standard or expanded vulnerability assessment been done or in process?

Yes, a vulnerability assessment is in process.

Will there be recurring costs?

Yes

If so, how much and how often?

$40,000 to $60,000 annually. These costs will be covered by the Ocala Police Department through existing IT supp

WHAT GAP OR VULNERABILTY DOES THIS PROJECT SEEK TO CLOSE.

The project addresses a significant capability gap: the lack of a unified technology infrastructure to support simultaneous intelligence and emergency operations. Currently, data and video feeds are decentralized across multiple systems, preventing a shared Common Operating Picture (COP). This project closes this gap by creating a "Unified Command and Intelligence Hub" that allows for the real-time recognition, analysis, and sharing of domestic security intelligence, enabling the department to transition seamlessly from daily crime-fighting to an emergency management posture while providing regional partners with the interoperable data sharing needed for a coordinated state response.

What State Domestic Security Strategic Plan Goals and Objectives are supported with this request.

This project supports multiple objectives of the 2024-2026 Florida Domestic Security Strategic Plan, including:

Goal 1 (Prepare):

Objective 1.3: Operational Coordination – Establishing a facility that supports unified command and multi-agency coordination.
Objective 1.4: Enhancing Capabilities – Equipping a centralized intelligence hub to handle domestic security incidents.

Goal 2 (Prevent):

Objective 2.1: Information and Intelligence Sharing – Recognizing, gathering, and sharing intelligence with public and private sector partners.
Objective 2.3: Identify Current and Emerging Threats – Monitoring national and international trend patterns to identify threats.

Goal 3 (Protect):

Objective 3.2: Cyber – Protecting communications systems and data used in domestic security operations.
Objective 3.3: Physical Protective Measures – Improving the protection of soft targets and critical infrastructure through situational awareness.

Goal 5 (Respond):

Objective 5.5: Operational Communications – Deploying interoperable communication platforms for public safety entities.
Objective 5.11: Cyber Incident Response – Supporting response capabilities to investigate and mitigate cyber incidents.

Attachment

DSSP 2024-2026 DSOC Approved PDF.pdf

Create Draft

Submit

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File #: 2026-1794 Agenda Item #: 12a.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Discuss interview date for Internal Auditor

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2026-1689 Agenda Item #: 17a.

Submitted By: Judy Wade

Department: Budget

STAFF RECOMMENDATION (Motion Ready):
Monthly budget-to-actual report and Capital Improvement Project status report as of May 31, 2026

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

In accordance with City Council direction, attached is a review of the budget-to-actual performance for May 2026. As previously committed, staff will supply the Council with a monthly informational budget-to-actual report at the earliest opportunity after closing balances of the prior month.

Attached is a fund-level summary of all revenues and expenses. For the General Fund, an additional summary report is available at the department level.

Typically, state revenues lag two months behind. Therefore, April and May revenues have not yet been recorded (i.e., Sales Tax, Municipal Revenue sharing, etc.). Additionally, Ad Valorem revenues are at 95.86 percent collected.

A financial status report for Capital Projects is also included.

GENERAL FUND

As of 5/31/2026

FUND # 001		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	62,000,000	81,228,237	0	81,228,237	0.00%
	Total CASH BALANCE FORWARD	**62,000,000**	**81,228,237**	**0**	**81,228,237**	**0.00%**
Revenues	Ad Valorem	44,600,364	44,600,364	42,754,368	1,845,996	95.86%
	Local Option Taxes	1,760,007	1,760,007	34,349	1,725,658	1.95%
	Utility Service Tax	12,300,000	12,300,000	7,981,081	4,318,919	64.89%
	Communications service Tax	3,300,000	3,300,000	2,025,891	1,274,109	61.39%
	Local Business Tax	436,000	436,000	333,621	102,379	76.52%
	Permits, Fees, Spec Assess	17,756,500	17,756,500	17,244,984	511,516	97.12%
	Intergovernmental Revenue	10,017,106	14,576,256	6,462,960	8,113,296	44.34%
	Charges for Service	4,768,745	4,768,745	6,248,245	(1,479,500)	131.02%
	Fines & Forfeits	580,000	580,000	647,378	(67,378)	111.62%
	Miscellaneous Revenues	818,229	1,107,051	2,942,149	(1,835,098)	265.76%
	Total Revenues	**96,336,951**	**101,184,923**	**86,675,025**	**14,509,898**	**85.66%**
Transfers from Other Funds	Interfund Transfers	29,763,661	30,069,581	20,146,014	9,923,567	67.00%
	Total Transfers from Other Funds	**29,763,661**	**30,069,581**	**20,146,014**	**9,923,567**	**67.00%**
TOTAL REVENUES & TRANSFERS		**188,100,612**	**212,482,741**	**106,821,039**	**105,661,702**	**50.27%**
Operating Expenditures	Salaries & Benefits	104,675,733	108,448,688	67,486,940	40,961,748	62.23%
	Operating	26,044,595	29,880,480	19,203,842	10,676,638	64.27%
	Capital	1,783,774	9,098,278	5,095,880	4,002,398	56.01%
	Non-Operating	188,000	210,250	204,954	5,296	97.48%
	Total Operating Expenditures	**132,692,102**	**147,637,696**	**91,991,616**	**55,646,080**	**62.31%**
Transfers & Reserves	Transfers to Other Funds	12,352,039	14,475,582	11,578,805	2,896,777	79.99%
	Reserves	43,056,471	50,034,463	0	50,034,463	0.00%
	Total Transfers & Reserves	**55,408,510**	**64,510,045**	**11,578,805**	**52,931,240**	**17.95%**
TOTAL EXPENDITURES		**188,100,612**	**212,147,741**	**103,570,422**	**108,577,319**	**48.82%**

FUND # 091		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	4,534,020	9,159,141	0	9,159,141	0.00%
	Total CASH BALANCE FORWARD	**4,534,020**	**9,159,141**	**0**	**9,159,141**	**0.00%**
Revenues	Ad Valorem	6,076,296	6,076,296	5,823,525	252,771	95.84%
	Intergovernmental Revenue	0	61,190	0	61,190	0.00%
	Miscellaneous Revenues	0	0	293,102	(293,102)	0.00%
	Total Revenues	**6,076,296**	**6,137,486**	**6,116,628**	**20,858**	**99.66%**
TOTAL REVENUES & TRANSFERS		**10,610,316**	**15,296,627**	**6,116,628**	**9,179,999**	**39.99%**
Operating Expenditures	Non-Operating	661,700	55,000	0	55,000	0.00%
	Operating	1,286,602	4,350,999	2,696,851	1,654,148	61.98%
	Capital	1,850,000	2,086,000	236,000	1,850,000	11.31%
	Salaries & Benefits	1,105,948	1,105,948	673,007	432,941	60.85%
	Total Operating Expenditures	**4,904,250**	**7,597,947**	**3,605,858**	**3,992,089**	**47.46%**
Transfers & Reserves	Transfers to Other Funds	0	653,922	230,468	423,454	35.24%
	Reserves	5,706,066	7,044,758	0	7,044,758	0.00%
	Total Transfers & Reserves	**5,706,066**	**7,698,680**	**230,468**	**7,468,212**	**2.99%**
TOTAL EXPENDITURES		**10,610,316**	**15,296,627**	**3,836,326**	**11,460,301**	**25.08%**

FUND # 092		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	2,896,279	5,584,595	0	5,584,595	0.00%
	Total CASH BALANCE FORWARD	**2,896,279**	**5,584,595**	**0**	**5,584,595**	**0.00%**
Revenues	Ad Valorem	2,025,432	2,025,432	1,941,175	84,257	95.84%
	Miscellaneous Revenues	0	0	135,979	(135,979)	0.00%
	Total Revenues	**2,025,432**	**2,025,432**	**2,077,154**	**(51,722)**	**102.55%**
TOTAL REVENUES & TRANSFERS		**4,921,711**	**7,610,027**	**2,077,154**	**5,532,873**	**27.29%**
Operating Expenditures	Operating	293,900	445,930	262,570	183,360	58.88%
	Capital	2,633,634	4,752,906	3,879,272	873,634	81.62%
	Total Operating Expenditures	**2,927,534**	**5,198,836**	**4,141,841**	**1,056,995**	**79.67%**
Transfers & Reserves	Reserves	1,994,177	2,411,191	0	2,411,191	0.00%
	Total Transfers & Reserves	**1,994,177**	**2,411,191**	**0**	**2,411,191**	**0.00%**
TOTAL EXPENDITURES		**4,921,711**	**7,610,027**	**4,141,841**	**3,468,186**	**54.43%**

PARKING FUND

As of 5/31/2026

FUND # 094		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	56,032	138,396	0	138,396	0.00%
	Total CASH BALANCE FORWARD	**56,032**	**138,396**	**0**	**138,396**	**0.00%**
Revenues	Charges for Service	161,000	161,000	122,942	38,058	76.36%
	Fines & Forfeits	17,500	17,500	51,058	(33,558)	291.76%
	Miscellaneous Revenues	0	0	4,952	(4,952)	0.00%
	Total Revenues	**178,500**	**178,500**	**178,952**	**(452)**	**100.25%**
Transfers from Other Funds	Interfund Transfers	312,546	312,546	208,364	104,182	66.67%
	Total Transfers from Other Funds	**312,546**	**312,546**	**208,364**	**104,182**	**66.67%**
TOTAL REVENUES & TRANSFERS		**547,078**	**629,442**	**387,316**	**242,126**	**61.53%**
Operating Expenditures	Salaries & Benefits	235,650	235,650	145,351	90,299	61.68%
	Operating	254,794	280,972	85,391	195,581	30.39%
	Capital	56,634	56,634	51,632	5,002	91.17%
	Total Operating Expenditures	**547,078**	**573,256**	**282,374**	**290,882**	**49.26%**
Transfers & Reserves	Transfers to Other Funds	0	56,186	56,186	0	100.00%
	Total Transfers & Reserves	**0**	**56,186**	**56,186**	**0**	**100.00%**
TOTAL EXPENDITURES		**547,078**	**629,442**	**338,560**	**290,882**	**53.79%**

FIRE IMPACT FEES

As of 5/31/2026

FUND # 097		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	585,427	1,430,429	0	1,430,429	0.00%
	Total CASH BALANCE FORWARD	**585,427**	**1,430,429**	**0**	**1,430,429**	**0.00%**
Revenues	Permits, Fees, Spec Assess	0	0	313,909	(313,909)	0.00%
	Miscellaneous Revenues	0	0	28,593	(28,593)	0.00%
	Total Revenues	**0**	**0**	**342,503**	**(342,503)**	**0.00%**
TOTAL REVENUES & TRANSFERS		**585,427**	**1,430,429**	**342,503**	**1,087,926**	**23.94%**
Operating Expenditures	Capital	0	707,222	707,222	0	100.00%
	Total Operating Expenditures	**0**	**707,222**	**707,222**	**0**	**100.00%**
Transfers & Reserves	Reserves	585,427	723,207	0	723,207	0.00%
	Total Transfers & Reserves	**585,427**	**723,207**	**0**	**723,207**	**0.00%**
TOTAL EXPENDITURES		**585,427**	**1,430,429**	**707,222**	**723,207**	**49.44%**

FUND # 103		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	1,691,171	2,727,262	0	2,727,262	0.00%
	Total CASH BALANCE FORWARD	**1,691,171**	**2,727,262**	**0**	**2,727,262**	**0.00%**
Revenues	Ad Valorem	1,012,716	1,012,716	970,588	42,128	95.84%
	Miscellaneous Revenues	0	0	65,729	(65,729)	0.00%
	Total Revenues	**1,012,716**	**1,012,716**	**1,036,316**	**(23,600)**	**102.33%**
TOTAL REVENUES & TRANSFERS		**2,703,887**	**3,739,978**	**1,036,316**	**2,703,662**	**27.71%**
Operating Expenditures	Operating	420,000	527,864	351,926	175,938	66.67%
	Capital	215,000	215,000	131,739	83,261	61.27%
	Total Operating Expenditures	**635,000**	**742,864**	**483,665**	**259,199**	**65.11%**
Transfers & Reserves	Reserves	2,068,887	2,997,114	0	2,997,114	0.00%
	Total Transfers & Reserves	**2,068,887**	**2,997,114**	**0**	**2,997,114**	**0.00%**
TOTAL EXPENDITURES		**2,703,887**	**3,739,978**	**483,665**	**3,256,313**	**12.93%**

FUND # 109		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	3,513,890	7,951,563	0	7,951,563	0.00%
	Total CASH BALANCE FORWARD	**3,513,890**	**7,951,563**	**0**	**7,951,563**	**0.00%**
Revenues	Local Option Taxes	5,366,672	5,366,672	3,222,588	2,144,084	60.05%
	Charges for Service	514,728	514,728	0	514,728	0.00%
	Fines & Forfeits	5,000	5,000	0	5,000	0.00%
	Miscellaneous Revenues	22,000	22,000	201,985	(179,985)	918.11%
	Total Revenues	**5,908,400**	**5,908,400**	**3,424,574**	**2,483,826**	**57.96%**
TOTAL REVENUES & TRANSFERS		**9,422,290**	**13,859,963**	**3,424,574**	**10,435,389**	**24.71%**
Operating Expenditures	Operating	2,214,945	3,227,389	1,733,459	1,493,930	53.71%
	Capital	764,183	3,242,512	2,719,037	523,475	83.86%
	Salaries & Benefits	1,943,693	1,943,693	1,215,470	728,223	62.53%
	Total Operating Expenditures	**4,922,821**	**8,413,594**	**5,667,965**	**2,745,629**	**67.37%**
Transfers & Reserves	Reserves	4,499,469	5,446,369	0	5,446,369	0.00%
	Total Transfers & Reserves	**4,499,469**	**5,446,369**	**0**	**5,446,369**	**0.00%**
TOTAL EXPENDITURES		**9,422,290**	**13,859,963**	**5,667,965**	**8,191,998**	**40.89%**

FUND # 111		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	537,898	574,850	0	574,850	0.00%
	Total CASH BALANCE FORWARD	**537,898**	**574,850**	**0**	**574,850**	**0.00%**
Revenues	Ad Valorem	157,167	157,167	151,426	5,741	96.35%
	Miscellaneous Revenues	0	0	13,754	(13,754)	0.00%
	Total Revenues	**157,167**	**157,167**	**165,180**	**(8,013)**	**105.10%**
TOTAL REVENUES & TRANSFERS		**695,065**	**732,017**	**165,180**	**566,837**	**22.57%**
Operating Expenditures	Operating	142,821	142,821	11,846	130,975	8.29%
	Non-Operating	175	175	175	0	100.00%
	Salaries & Benefits	4,428	4,428	2,952	1,476	66.67%
	Total Operating Expenditures	**147,424**	**147,424**	**14,973**	**132,451**	**10.16%**
Transfers & Reserves	Transfers to Other Funds	10,000	10,000	6,667	3,333	66.67%
	Reserves	537,641	574,593	0	574,593	0.00%
	Total Transfers & Reserves	**547,641**	**584,593**	**6,667**	**577,926**	**1.14%**
TOTAL EXPENDITURES		**695,065**	**732,017**	**21,640**	**710,377**	**2.96%**

AFFORDABLE HOUSING FUND

As of 5/31/2026

FUND # 112		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	1,370,820	1,623,107	0	1,623,107	0.00%
	Total CASH BALANCE FORWARD	**1,370,820**	**1,623,107**	**0**	**1,623,107**	**0.00%**
Revenues	Charges for Service	86,000	86,000	60,975	25,025	70.90%
	Miscellaneous Revenues	0	0	47,909	(47,909)	0.00%
	Total Revenues	**86,000**	**86,000**	**108,885**	**(22,885)**	**126.61%**
TOTAL REVENUES & TRANSFERS		**1,456,820**	**1,709,107**	**108,885**	**1,600,222**	**6.37%**
Operating Expenditures	Non-Operating	200,000	200,000	0	200,000	0.00%
	Total Operating Expenditures	**200,000**	**200,000**	**0**	**200,000**	**0.00%**
Transfers & Reserves	Reserves	1,256,820	1,509,107	0	1,509,107	0.00%
	Total Transfers & Reserves	**1,256,820**	**1,509,107**	**0**	**1,509,107**	**0.00%**
TOTAL EXPENDITURES		**1,456,820**	**1,709,107**	**0**	**1,709,107**	**0.00%**

BUILDING FUND

As of 5/31/2026

FUND # 115		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	3,269,356	1,188,836	0	1,188,836	0.00%
	Total CASH BALANCE FORWARD	**3,269,356**	**1,188,836**	**0**	**1,188,836**	**0.00%**
Revenues	Permits, Fees, Spec Assess	2,605,000	2,605,000	994,396	1,610,604	38.17%
	Charges for Service	1,002,750	1,002,750	363,919	638,831	36.29%
	Miscellaneous Revenues	0	0	31,406	(31,406)	0.00%
	Total Revenues	**3,607,750**	**3,607,750**	**1,389,720**	**2,218,030**	**38.52%**
Transfers from Other Funds	Interfund Transfers	0	1,893,454	1,893,454	0	100.00%
	Total Transfers from Other Funds	**0**	**1,893,454**	**1,893,454**	**0**	**100.00%**
TOTAL REVENUES & TRANSFERS		**6,877,106**	**6,690,040**	**3,283,174**	**3,406,866**	**49.08%**
Operating Expenditures	Salaries & Benefits	2,837,839	2,837,839	1,665,914	1,171,925	58.70%
	Operating	780,265	873,669	462,878	410,791	52.98%
	Capital	0	12,391	12,391	0	100.00%
	Total Operating Expenditures	**3,618,104**	**3,723,899**	**2,141,182**	**1,582,717**	**57.50%**
Transfers & Reserves	Reserves	3,259,002	2,966,141	0	2,966,141	0.00%
	Total Transfers & Reserves	**3,259,002**	**2,966,141**	**0**	**2,966,141**	**0.00%**
TOTAL EXPENDITURES		**6,877,106**	**6,690,040**	**2,141,182**	**4,548,858**	**32.01%**

FUND # 120		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	11,419,468	38,522,507	0	38,522,507	0.00%
	Total CASH BALANCE FORWARD	**11,419,468**	**38,522,507**	**0**	**38,522,507**	**0.00%**
Revenues	Local Option Taxes	12,246,958	12,246,958	6,980,598	5,266,360	57.00%
	Miscellaneous Revenues	0	0	737,524	(737,524)	0.00%
	Total Revenues	**12,246,958**	**12,246,958**	**7,718,122**	**4,528,836**	**63.02%**
TOTAL REVENUES & TRANSFERS		**23,666,426**	**50,769,465**	**7,718,122**	**43,051,343**	**15.20%**
Operating Expenditures	Operating	5,155,000	5,811,194	4,186,845	1,624,349	72.05%
	Capital	8,505,231	33,587,417	25,689,846	7,897,571	76.49%
	Total Operating Expenditures	**13,660,231**	**39,398,611**	**29,876,692**	**9,521,919**	**75.83%**
Transfers & Reserves	Reserves	10,006,195	11,370,854	0	11,370,854	0.00%
	Total Transfers & Reserves	**10,006,195**	**11,370,854**	**0**	**11,370,854**	**0.00%**
TOTAL EXPENDITURES		**23,666,426**	**50,769,465**	**29,876,692**	**20,892,773**	**58.85%**

SHIP-LOCAL HOUSING ASSISTANCE

As of 5/31/2026

FUND # 140		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
Revenues	Intergovernmental Revenue	0	760,142	340,114	420,028	44.74%
	Miscellaneous Revenues	0	26,411	19,115	7,296	72.38%
	Total Revenues	**0**	**786,553**	**359,229**	**427,324**	**45.67%**
TOTAL REVENUES & TRANSFERS		**0**	**786,553**	**359,229**	**427,324**	**45.67%**
Operating Expenditures	Operating	0	786,553	324,574	461,979	41.27%
	Total Operating Expenditures	**0**	**786,553**	**324,574**	**461,979**	**41.27%**
TOTAL EXPENDITURES		**0**	**786,553**	**324,574**	**461,979**	**41.27%**

FUND # 158		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	12,931,126	17,154,780	0	17,154,780	0.00%
	Total CASH BALANCE FORWARD	**12,931,126**	**17,154,780**	**0**	**17,154,780**	**0.00%**
Revenues	Permits, Fees, Spec Assess	60,000	60,000	27,292	32,708	45.49%
	Intergovernmental Revenue	0	766,320	0	766,320	0.00%
	Charges for Service	8,601,240	8,601,240	5,396,292	3,204,948	62.74%
	Miscellaneous Revenues	0	0	342,779	(342,779)	0.00%
	Total Revenues	**8,661,240**	**9,427,560**	**5,766,363**	**3,661,197**	**61.16%**
TOTAL REVENUES & TRANSFERS		**21,592,366**	**26,582,340**	**5,766,363**	**20,815,977**	**21.69%**
Operating Expenditures	Salaries & Benefits	2,705,026	2,705,026	1,716,677	988,349	63.46%
	Operating	4,427,846	5,265,678	4,187,635	1,078,043	79.53%
	Capital	2,795,702	5,087,077	2,551,308	2,535,769	50.15%
	Total Operating Expenditures	**9,928,574**	**13,057,781**	**8,455,620**	**4,602,161**	**64.76%**
Transfers & Reserves	Reserves	11,663,792	13,524,559	0	13,524,559	0.00%
	Total Transfers & Reserves	**11,663,792**	**13,524,559**	**0**	**13,524,559**	**0.00%**
TOTAL EXPENDITURES		**21,592,366**	**26,582,340**	**8,455,620**	**18,126,720**	**31.81%**

FUND # 261		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	1,768,200	1,768,200	0	1,768,200	0.00%
	Total CASH BALANCE FORWARD	**1,768,200**	**1,768,200**	**0**	**1,768,200**	**0.00%**
Revenues	Miscellaneous Revenues	4,120	4,120	13,188	(9,068)	320.10%
	Total Revenues	**4,120**	**4,120**	**13,188**	**(9,068)**	**320.10%**
Transfers from Other Funds	Interfund Transfers	1,979,600	1,979,600	1,319,733	659,867	66.67%
	Total Transfers from Other Funds	**1,979,600**	**1,979,600**	**1,319,733**	**659,867**	**66.67%**
TOTAL REVENUES & TRANSFERS		**3,751,920**	**3,751,920**	**1,332,921**	**2,418,999**	**35.53%**
Operating Expenditures	Non-Operating	1,953,600	1,953,600	1,953,000	600	99.97%
	Total Operating Expenditures	**1,953,600**	**1,953,600**	**1,953,000**	**600**	**99.97%**
Transfers & Reserves	Transfers to Other Funds	3,520	3,520	0	3,520	0.00%
	Reserves	1,794,800	1,794,800	0	1,794,800	0.00%
	Total Transfers & Reserves	**1,798,320**	**1,798,320**	**0**	**1,798,320**	**0.00%**
TOTAL EXPENDITURES		**3,751,920**	**3,751,920**	**1,953,000**	**1,798,920**	**52.05%**

FUND # 265		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	4,167,484	4,167,484	0	4,167,484	0.00%
	Total CASH BALANCE FORWARD	**4,167,484**	**4,167,484**	**0**	**4,167,484**	**0.00%**
Transfers from Other Funds	Interfund Transfers	5,226,918	5,226,918	3,484,612	1,742,306	66.67%
	Total Transfers from Other Funds	**5,226,918**	**5,226,918**	**3,484,612**	**1,742,306**	**66.67%**
TOTAL REVENUES & TRANSFERS		**9,394,402**	**9,394,402**	**3,484,612**	**5,909,790**	**37.09%**
Operating Expenditures	Non-Operating	5,183,443	5,183,443	5,183,443	0	100.00%
	Total Operating Expenditures	**5,183,443**	**5,183,443**	**5,183,443**	**0**	**100.00%**
Transfers & Reserves	Reserves	4,210,959	4,210,959	0	4,210,959	0.00%
	Total Transfers & Reserves	**4,210,959**	**4,210,959**	**0**	**4,210,959**	**0.00%**
TOTAL EXPENDITURES		**9,394,402**	**9,394,402**	**5,183,443**	**4,210,959**	**55.18%**

FUND # 280		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	5,867,405	5,122,450	0	5,122,450	0.00%
	Total CASH BALANCE FORWARD	**5,867,405**	**5,122,450**	**0**	**5,122,450**	**0.00%**
Revenues	Miscellaneous Revenues	44,600	44,600	45,874	(1,274)	102.86%
	Total Revenues	**44,600**	**44,600**	**45,874**	**(1,274)**	**102.86%**
Transfers from Other Funds	Interfund Transfers	6,650,500	6,650,500	4,433,667	2,216,833	66.67%
	Total Transfers from Other Funds	**6,650,500**	**6,650,500**	**4,433,667**	**2,216,833**	**66.67%**
TOTAL REVENUES & TRANSFERS		**12,562,505**	**11,817,550**	**4,479,540**	**7,338,010**	**37.91%**
Operating Expenditures	Non-Operating	6,537,135	6,537,135	5,791,655	745,480	88.60%
	Total Operating Expenditures	**6,537,135**	**6,537,135**	**5,791,655**	**745,480**	**88.60%**
Transfers & Reserves	Transfers to Other Funds	42,740	42,740	0	42,740	0.00%
	Reserves	5,982,630	5,237,675	0	5,237,675	0.00%
	Total Transfers & Reserves	**6,025,370**	**5,280,415**	**0**	**5,280,415**	**0.00%**
TOTAL EXPENDITURES		**12,562,505**	**11,817,550**	**5,791,655**	**6,025,895**	**49.01%**

DEBT SVC SINKING FUND-ELECTRIC

As of 5/31/2026

FUND # 290		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	3,761,142	3,232,550	0	3,232,550	0.00%
	Total CASH BALANCE FORWARD	**3,761,142**	**3,232,550**	**0**	**3,232,550**	**0.00%**
Revenues	Miscellaneous Revenues	17,000	17,000	28,936	(11,936)	170.21%
	Total Revenues	**17,000**	**17,000**	**28,936**	**(11,936)**	**170.21%**
Transfers from Other Funds	Interfund Transfers	4,236,582	4,236,582	2,824,388	1,412,194	66.67%
	Total Transfers from Other Funds	**4,236,582**	**4,236,582**	**2,824,388**	**1,412,194**	**66.67%**
TOTAL REVENUES & TRANSFERS		**8,014,724**	**7,486,132**	**2,853,324**	**4,632,808**	**38.11%**
Operating Expenditures	Non-Operating	4,236,972	4,236,972	3,707,841	529,131	87.51%
	Total Operating Expenditures	**4,236,972**	**4,236,972**	**3,707,841**	**529,131**	**87.51%**
Transfers & Reserves	Transfers to Other Funds	16,460	16,460	0	16,460	0.00%
	Reserves	3,761,292	3,232,700	0	3,232,700	0.00%
	Total Transfers & Reserves	**3,777,752**	**3,249,160**	**0**	**3,249,160**	**0.00%**
TOTAL EXPENDITURES		**8,014,724**	**7,486,132**	**3,707,841**	**3,778,291**	**49.53%**

FUND # 308		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	678,812	18,936,176	0	18,936,176	0.00%
	Total CASH BALANCE FORWARD	**678,812**	**18,936,176**	**0**	**18,936,176**	**0.00%**
Revenues	Intergovernmental Revenue	0	8,781,761	1,415,858	7,365,903	16.12%
	Charges for Service	0	0	5,401	(5,401)	0.00%
	Total Revenues	**0**	**8,781,761**	**1,421,259**	**7,360,502**	**16.18%**
Transfers from Other Funds	Interfund Transfers	16,399,869	18,399,869	10,933,246	7,466,623	59.42%
	Total Transfers from Other Funds	**16,399,869**	**18,399,869**	**10,933,246**	**7,466,623**	**59.42%**
TOTAL REVENUES & TRANSFERS		**17,078,681**	**46,117,806**	**12,354,505**	**33,763,301**	**26.79%**
Operating Expenditures	Operating	4,719,000	5,625,052	789,358	4,835,694	14.03%
	Capital	12,359,681	38,787,462	8,714,417	30,073,045	22.47%
	Total Operating Expenditures	**17,078,681**	**44,412,514**	**9,503,775**	**34,908,739**	**21.40%**
Transfers & Reserves	Reserves	0	1,705,292	0	1,705,292	0.00%
	Total Transfers & Reserves	**0**	**1,705,292**	**0**	**1,705,292**	**0.00%**
TOTAL EXPENDITURES		**17,078,681**	**46,117,806**	**9,503,775**	**36,614,031**	**20.61%**

ELECTRIC CONSTRUCTION FUND

As of 5/31/2026

FUND # 332		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	1,139,347	21,593,674	0	21,593,674	0.00%
	Total CASH BALANCE FORWARD	**1,139,347**	**21,593,674**	**0**	**21,593,674**	**0.00%**
Transfers from Other Funds	Interfund Transfers	8,975,653	8,975,653	5,983,769	2,991,884	66.67%
	Total Transfers from Other Funds	**8,975,653**	**8,975,653**	**5,983,769**	**2,991,884**	**66.67%**
TOTAL REVENUES & TRANSFERS		**10,115,000**	**30,569,327**	**5,983,769**	**24,585,558**	**19.57%**
Operating Expenditures	Operating	0	341,541	296,501	45,040	86.81%
	Capital	10,115,000	28,448,287	15,164,443	13,283,844	53.31%
	Total Operating Expenditures	**10,115,000**	**28,789,828**	**15,460,944**	**13,328,884**	**53.70%**
Transfers & Reserves	Reserves	0	1,779,499	0	1,779,499	0.00%
	Total Transfers & Reserves	**0**	**1,779,499**	**0**	**1,779,499**	**0.00%**
TOTAL EXPENDITURES		**10,115,000**	**30,569,327**	**15,460,944**	**15,108,383**	**50.58%**

AIRPORT GRANTS FUND

As of 5/31/2026

FUND # 341		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
Revenues	Intergovernmental Revenue	0	6,280,948	350,780	5,930,168	5.58%
	Total Revenues	**0**	**6,280,948**	**350,780**	**5,930,168**	**5.58%**
TOTAL REVENUES & TRANSFERS		**0**	**6,280,948**	**350,780**	**5,930,168**	**5.58%**
Operating Expenditures	Operating	0	2,943,869	2,768,212	175,657	94.03%
	Capital	0	3,337,079	2,934,148	402,931	87.93%
	Total Operating Expenditures	**0**	**6,280,948**	**5,702,360**	**578,588**	**90.79%**
TOTAL EXPENDITURES		**0**	**6,280,948**	**5,702,360**	**578,588**	**90.79%**

FUND # 346		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
Revenues	Intergovernmental Revenue	0	1,587,635	403,689	1,183,946	25.43%
	Miscellaneous Revenues	0	23,429	39,767	(16,338)	169.73%
	Total Revenues	**0**	**1,611,064**	**443,455**	**1,167,609**	**27.53%**
TOTAL REVENUES & TRANSFERS		**0**	**1,611,064**	**443,455**	**1,167,609**	**27.53%**
Operating Expenditures	Salaries & Benefits	0	288,835	173,808	115,027	60.18%
	Operating	0	1,047,228	411,347	635,881	39.28%
	Capital	0	75,000	0	75,000	0.00%
	Non-Operating	0	200,001	0	200,001	0.00%
	Total Operating Expenditures	**0**	**1,611,064**	**585,155**	**1,025,909**	**36.32%**
TOTAL EXPENDITURES		**0**	**1,611,064**	**585,155**	**1,025,909**	**36.32%**

FUND # 451		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	3,454,213	4,183,537	0	4,183,537	0.00%
	Total CASH BALANCE FORWARD	**3,454,213**	**4,183,537**	**0**	**4,183,537**	**0.00%**
Revenues	Charges for Service	615,716	615,716	586,637	29,079	95.28%
	Miscellaneous Revenues	1,506,966	1,506,966	1,140,469	366,497	75.68%
	Total Revenues	**2,122,682**	**2,122,682**	**1,727,106**	**395,576**	**81.36%**
TOTAL REVENUES & TRANSFERS		**5,576,895**	**6,306,219**	**1,727,106**	**4,579,113**	**27.39%**
Operating Expenditures	Salaries & Benefits	792,317	792,317	471,872	320,445	59.56%
	Operating	872,154	1,492,177	1,097,501	394,676	73.55%
	Capital	0	866,972	768,361	98,611	88.63%
	Total Operating Expenditures	**1,664,471**	**3,151,466**	**2,337,734**	**813,732**	**74.18%**
Transfers & Reserves	Reserves	3,912,424	3,154,753	0	3,154,753	0.00%
	Total Transfers & Reserves	**3,912,424**	**3,154,753**	**0**	**3,154,753**	**0.00%**
TOTAL EXPENDITURES		**5,576,895**	**6,306,219**	**2,337,734**	**3,968,485**	**37.07%**

FUND # 452		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	105,376	(110,155)	0	(110,155)	0.00%
	Total CASH BALANCE FORWARD	**105,376**	**(110,155)**	**0**	**(110,155)**	**0.00%**
Revenues	Charges for Service	1,723,662	1,723,662	1,391,827	331,835	80.75%
	Miscellaneous Revenues	0	0	2,115	(2,115)	0.00%
	Total Revenues	**1,723,662**	**1,723,662**	**1,393,942**	**329,720**	**80.87%**
Transfers from Other Funds	Interfund Transfers	648,996	889,933	673,601	216,332	75.69%
	Total Transfers from Other Funds	**648,996**	**889,933**	**673,601**	**216,332**	**75.69%**
TOTAL REVENUES & TRANSFERS		**2,478,034**	**2,503,440**	**2,067,543**	**435,897**	**82.59%**
Operating Expenditures	Operating	2,011,479	2,011,479	1,439,571	571,908	71.57%
	Capital	293,555	318,961	118,237	200,724	37.07%
	Total Operating Expenditures	**2,305,034**	**2,330,440**	**1,557,808**	**772,632**	**66.85%**
Transfers & Reserves	Transfers to Other Funds	173,000	173,000	115,333	57,667	66.67%
	Total Transfers & Reserves	**173,000**	**173,000**	**115,333**	**57,667**	**66.67%**
TOTAL EXPENDITURES		**2,478,034**	**2,503,440**	**1,673,141**	**830,299**	**66.83%**

FUND # 453		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	4,519,594	9,010,581	0	9,010,581	0.00%
	Total CASH BALANCE FORWARD	**4,519,594**	**9,010,581**	**0**	**9,010,581**	**0.00%**
Revenues	Permits, Fees, Spec Assess	32,940	32,940	30,535	2,405	92.70%
	Charges for Service	20,000,000	20,000,000	10,952,787	9,047,213	54.76%
	Miscellaneous Revenues	0	0	215,055	(215,055)	0.00%
	Total Revenues	**20,032,940**	**20,032,940**	**11,198,377**	**8,834,563**	**55.90%**
TOTAL REVENUES & TRANSFERS		**24,552,534**	**29,043,521**	**11,198,377**	**17,845,144**	**38.56%**
Operating Expenditures	Salaries & Benefits	5,405,437	5,405,437	3,306,817	2,098,620	61.18%
	Operating	10,546,370	10,620,042	8,698,058	1,921,984	81.90%
	Capital	1,602,360	3,488,664	2,532,831	955,833	72.60%
	Total Operating Expenditures	**17,554,167**	**19,514,143**	**14,537,706**	**4,976,437**	**74.50%**
Transfers & Reserves	Transfers to Other Funds	2,479,425	2,479,425	1,652,950	826,475	66.67%
	Reserves	4,518,942	7,049,953	0	7,049,953	0.00%
	Total Transfers & Reserves	**6,998,367**	**9,529,378**	**1,652,950**	**7,876,428**	**17.35%**
TOTAL EXPENDITURES		**24,552,534**	**29,043,521**	**16,190,656**	**12,852,865**	**55.75%**

FUND # 455		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	21,111,994	28,341,838	0	28,341,838	0.00%
	Total CASH BALANCE FORWARD	**21,111,994**	**28,341,838**	**0**	**28,341,838**	**0.00%**
Revenues	Charges for Service	57,461,173	57,461,173	35,458,640	22,002,533	61.71%
	Miscellaneous Revenues	99,017	99,017	537,209	(438,192)	542.54%
	Total Revenues	**57,560,190**	**57,560,190**	**35,995,849**	**21,564,341**	**62.54%**
Transfers from Other Funds	Interfund Transfers	42,740	62,067	0	62,067	0.00%
	Total Transfers from Other Funds	**42,740**	**62,067**	**0**	**62,067**	**0.00%**
TOTAL REVENUES & TRANSFERS		**78,714,924**	**85,964,095**	**35,995,849**	**49,968,246**	**41.87%**
Operating Expenditures	Salaries & Benefits	12,145,752	12,145,752	7,520,827	4,624,925	61.92%
	Operating	19,297,788	19,346,197	15,019,114	4,327,083	77.63%
	Capital	1,696,394	3,055,869	2,686,663	369,206	87.92%
	Total Operating Expenditures	**33,139,934**	**34,547,818**	**25,226,605**	**9,321,213**	**73.02%**
Transfers & Reserves	Transfers to Other Funds	29,172,617	31,172,617	19,448,411	11,724,206	62.39%
	Reserves	16,402,373	20,243,660	0	20,243,660	0.00%
	Total Transfers & Reserves	**45,574,990**	**51,416,277**	**19,448,411**	**31,967,866**	**37.83%**
TOTAL EXPENDITURES		**78,714,924**	**85,964,095**	**44,675,016**	**41,289,079**	**51.97%**

FUND # 457		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	18,892,885	41,191,435	0	41,191,435	0.00%
	Total CASH BALANCE FORWARD	**18,892,885**	**41,191,435**	**0**	**41,191,435**	**0.00%**
Revenues	Intergovernmental Revenue	0	0	(135,276)	135,276	0.00%
	Charges for Service	183,557,748	183,557,748	130,237,695	53,320,053	70.95%
	Fines & Forfeits	159,047	159,047	71,780	87,267	45.13%
	Miscellaneous Revenues	1,255,360	1,255,360	12,235,200	(10,979,840)	974.64%
	Total Revenues	**184,972,155**	**184,972,155**	**142,409,400**	**42,562,755**	**76.99%**
Transfers from Other Funds	Interfund Transfers	16,460	16,460	0	16,460	0.00%
	Total Transfers from Other Funds	**16,460**	**16,460**	**0**	**16,460**	**0.00%**
TOTAL REVENUES & TRANSFERS		**203,881,500**	**226,180,050**	**142,409,400**	**83,770,650**	**62.96%**
Operating Expenditures	Salaries & Benefits	24,398,774	24,398,774	15,446,323	8,952,451	63.31%
	Operating	132,214,552	132,489,973	100,290,312	32,199,661	75.70%
	Capital	2,884,184	4,652,846	4,313,265	339,581	92.70%
	Non-Operating	0	0	88,242	(88,242)	0.00%
	Total Operating Expenditures	**159,497,510**	**161,541,593**	**120,138,143**	**41,403,450**	**74.37%**
Transfers & Reserves	Transfers to Other Funds	33,265,522	33,265,522	22,177,015	11,088,507	66.67%
	Reserves	11,118,468	31,372,935	0	31,372,935	0.00%
	Total Transfers & Reserves	**44,383,990**	**64,638,457**	**22,177,015**	**42,461,442**	**34.31%**
TOTAL EXPENDITURES		**203,881,500**	**226,180,050**	**142,315,158**	**83,864,892**	**62.92%**

FUND # 490		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	5,830,104	13,308,013	0	13,308,013	0.00%
	Total CASH BALANCE FORWARD	**5,830,104**	**13,308,013**	**0**	**13,308,013**	**0.00%**
Revenues	Intergovernmental Revenue	0	0	(51,289)	51,289	0.00%
	Charges for Service	8,149,772	8,149,772	5,101,736	3,048,036	62.60%
	Miscellaneous Revenues	0	0	254,364	(254,364)	0.00%
	Total Revenues	**8,149,772**	**8,149,772**	**5,304,811**	**2,844,961**	**65.09%**
TOTAL REVENUES & TRANSFERS		**13,979,876**	**21,457,785**	**5,304,811**	**16,152,974**	**24.72%**
Operating Expenditures	Salaries & Benefits	3,924,213	3,924,213	2,165,490	1,758,723	55.18%
	Operating	542,345	1,106,687	570,054	536,633	51.51%
	Capital	5,665,343	9,932,328	3,288,947	6,643,381	33.11%
	Total Operating Expenditures	**10,131,901**	**14,963,228**	**6,024,491**	**8,938,737**	**40.26%**
Transfers & Reserves	Transfers to Other Funds	1,095,181	1,095,181	730,121	365,060	66.67%
	Reserves	2,752,794	5,399,376	0	5,399,376	0.00%
	Total Transfers & Reserves	**3,847,975**	**6,494,557**	**730,121**	**5,764,436**	**11.24%**
TOTAL EXPENDITURES		**13,979,876**	**21,457,785**	**6,754,612**	**14,703,173**	**31.48%**

FUND # 494		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
Revenues	Intergovernmental Revenue	0	26,793,646	2,305,703	24,487,943	8.61%
	Charges for Service	0	233,977	167,691	66,286	71.67%
	Miscellaneous Revenues	0	0	3,986	(3,986)	0.00%
	Total Revenues	**0**	**27,027,623**	**2,477,380**	**24,550,243**	**9.17%**
Transfers from Other Funds	Interfund Transfers	0	718,959	200,443	518,516	27.88%
	Total Transfers from Other Funds	**0**	**718,959**	**200,443**	**518,516**	**27.88%**
TOTAL REVENUES & TRANSFERS		**0**	**27,746,582**	**2,677,822**	**25,068,760**	**9.65%**
Operating Expenditures	Salaries & Benefits	0	676,759	205,431	471,328	30.36%
	Operating	0	7,720,154	3,954,327	3,765,827	51.22%
	Capital	0	19,349,669	8,367,386	10,982,283	43.24%
	Total Operating Expenditures	**0**	**27,746,582**	**12,527,144**	**15,219,438**	**45.15%**
TOTAL EXPENDITURES		**0**	**27,746,582**	**12,527,144**	**15,219,438**	**45.15%**

FUND # 610		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	1,026,958	1,210,745	0	1,210,745	0.00%
	Total CASH BALANCE FORWARD	**1,026,958**	**1,210,745**	**0**	**1,210,745**	**0.00%**
Revenues	Fines & Forfeits	117,000	117,000	182,577	(65,577)	156.05%
	Miscellaneous Revenues	23,000	23,000	51,285	(28,285)	222.98%
	Total Revenues	**140,000**	**140,000**	**233,863**	**(93,863)**	**167.04%**
TOTAL REVENUES & TRANSFERS		**1,166,958**	**1,350,745**	**233,863**	**1,116,882**	**17.31%**
Operating Expenditures	Operating	299,435	299,435	233,333	66,102	77.92%
	Capital	0	61,815	55,965	5,850	90.54%
	Non-Operating	15,000	15,000	14,685	315	97.90%
	Total Operating Expenditures	**314,435**	**376,250**	**303,983**	**72,267**	**80.79%**
Transfers & Reserves	Reserves	852,523	974,495	0	974,495	0.00%
	Total Transfers & Reserves	**852,523**	**974,495**	**0**	**974,495**	**0.00%**
TOTAL EXPENDITURES		**1,166,958**	**1,350,745**	**303,983**	**1,046,762**	**22.50%**

FUND # 615		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	387,367	3,045,336	0	3,045,336	0.00%
	Total CASH BALANCE FORWARD	**387,367**	**3,045,336**	**0**	**3,045,336**	**0.00%**
Revenues	Permits, Fees, Spec Assess	625,770	625,770	388,733	237,037	62.12%
	Miscellaneous Revenues	0	0	67,050	(67,050)	0.00%
	Total Revenues	**625,770**	**625,770**	**455,783**	**169,987**	**72.84%**
TOTAL REVENUES & TRANSFERS		**1,013,137**	**3,671,106**	**455,783**	**3,215,323**	**12.42%**
Operating Expenditures	Capital	150,000	2,773,604	444,549	2,329,055	16.03%
	Total Operating Expenditures	**150,000**	**2,773,604**	**444,549**	**2,329,055**	**16.03%**
Transfers & Reserves	Reserves	863,137	897,502	0	897,502	0.00%
	Total Transfers & Reserves	**863,137**	**897,502**	**0**	**897,502**	**0.00%**
TOTAL EXPENDITURES		**1,013,137**	**3,671,106**	**444,549**	**3,226,557**	**12.11%**

FUND # 616		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	5,295,535	16,408,811	0	16,408,811	0.00%
	Total CASH BALANCE FORWARD	**5,295,535**	**16,408,811**	**0**	**16,408,811**	**0.00%**
Revenues	Permits, Fees, Spec Assess	1,537,901	1,537,901	1,356,945	180,956	88.23%
	Miscellaneous Revenues	0	0	328,935	(328,935)	0.00%
	Total Revenues	**1,537,901**	**1,537,901**	**1,685,880**	**(147,979)**	**109.62%**
TOTAL REVENUES & TRANSFERS		**6,833,436**	**17,946,712**	**1,685,880**	**16,260,832**	**9.39%**
Operating Expenditures	Operating	600,000	1,000,203	46,021	954,182	4.60%
	Capital	4,296,250	13,981,679	2,796,481	11,185,198	20.00%
	Total Operating Expenditures	**4,896,250**	**14,981,882**	**2,842,502**	**12,139,380**	**18.97%**
Transfers & Reserves	Reserves	1,937,186	2,964,830	0	2,964,830	0.00%
	Total Transfers & Reserves	**1,937,186**	**2,964,830**	**0**	**2,964,830**	**0.00%**
TOTAL EXPENDITURES		**6,833,436**	**17,946,712**	**2,842,502**	**15,104,210**	**15.84%**

FUND # 620		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	1,053,000	3,784,578	0	3,784,578	0.00%
	Total CASH BALANCE FORWARD	**1,053,000**	**3,784,578**	**0**	**3,784,578**	**0.00%**
Revenues	Intergovernmental Revenue	675,326	598,766	598,767	(1)	100.00%
	Miscellaneous Revenues	0	0	105,822	(105,822)	0.00%
	Total Revenues	**675,326**	**598,766**	**704,589**	**(105,823)**	**117.67%**
Transfers from Other Funds	Interfund Transfers	984,384	985,686	985,686	0	100.00%
	Total Transfers from Other Funds	**984,384**	**985,686**	**985,686**	**0**	**100.00%**
TOTAL REVENUES & TRANSFERS		**2,712,710**	**5,369,030**	**1,690,275**	**3,678,755**	**31.48%**
Operating Expenditures	Salaries & Benefits	16,637	16,637	18	16,619	0.11%
	Operating	227,376	506,210	4,200	502,010	0.83%
	Capital	746,000	2,826,080	432,072	2,394,008	15.29%
	Non-Operating	400,000	946,636	159,366	787,270	16.83%
	Total Operating Expenditures	**1,390,013**	**4,295,563**	**595,655**	**3,699,908**	**13.87%**
Transfers & Reserves	Reserves	1,322,697	1,073,467	0	1,073,467	0.00%
	Total Transfers & Reserves	**1,322,697**	**1,073,467**	**0**	**1,073,467**	**0.00%**
TOTAL EXPENDITURES		**2,712,710**	**5,369,030**	**595,655**	**4,773,375**	**11.09%**

DOWNTOWN REDEVELOPMENT SUBAREA

As of 5/31/2026

FUND # 621		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	1,074,226	3,576,885	0	3,576,885	0.00%
	Total CASH BALANCE FORWARD	**1,074,226**	**3,576,885**	**0**	**3,576,885**	**0.00%**
Revenues	Intergovernmental Revenue	456,186	401,554	401,554	0	100.00%
	Miscellaneous Revenues	0	0	92,574	(92,574)	0.00%
	Total Revenues	**456,186**	**401,554**	**494,129**	**(92,575)**	**123.05%**
Transfers from Other Funds	Interfund Transfers	664,956	661,036	661,037	(1)	100.00%
	Total Transfers from Other Funds	**664,956**	**661,036**	**661,037**	**(1)**	**100.00%**
TOTAL REVENUES & TRANSFERS		**2,195,368**	**4,639,475**	**1,155,165**	**3,484,310**	**24.90%**
Operating Expenditures	Salaries & Benefits	8,318	8,318	9	8,309	0.10%
	Operating	133,823	164,433	12,668	151,765	7.70%
	Capital	752,000	2,604,215	300,637	2,303,578	11.54%
	Non-Operating	642,000	1,136,563	187,362	949,201	16.48%
	Total Operating Expenditures	**1,536,141**	**3,913,529**	**500,676**	**3,412,853**	**12.79%**
Transfers & Reserves	Reserves	659,227	725,946	0	725,946	0.00%
	Total Transfers & Reserves	**659,227**	**725,946**	**0**	**725,946**	**0.00%**
TOTAL EXPENDITURES		**2,195,368**	**4,639,475**	**500,676**	**4,138,799**	**10.79%**

FUND # 622		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	568,464	2,195,964	0	2,195,964	0.00%
	Total CASH BALANCE FORWARD	**568,464**	**2,195,964**	**0**	**2,195,964**	**0.00%**
Revenues	Intergovernmental Revenue	284,483	250,642	250,642	0	100.00%
	Miscellaneous Revenues	0	0	59,313	(59,313)	0.00%
	Total Revenues	**284,483**	**250,642**	**309,955**	**(59,313)**	**123.66%**
Transfers from Other Funds	Interfund Transfers	414,675	412,605	412,605	0	100.00%
	Total Transfers from Other Funds	**414,675**	**412,605**	**412,605**	**0**	**100.00%**
TOTAL REVENUES & TRANSFERS		**1,267,622**	**2,859,211**	**722,561**	**2,136,650**	**25.27%**
Operating Expenditures	Salaries & Benefits	11,091	11,091	12	11,079	0.11%
	Operating	127,007	312,293	34,902	277,391	11.18%
	Capital	157,000	1,231,278	266,589	964,689	21.65%
	Non-Operating	50,000	167,867	36,636	131,231	21.82%
	Total Operating Expenditures	**345,098**	**1,722,529**	**338,139**	**1,384,390**	**19.63%**
Transfers & Reserves	Reserves	922,524	1,136,682	0	1,136,682	0.00%
	Total Transfers & Reserves	**922,524**	**1,136,682**	**0**	**1,136,682**	**0.00%**
TOTAL EXPENDITURES		**1,267,622**	**2,859,211**	**338,139**	**2,521,072**	**11.83%**

FUND # 623		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	2,334,431	5,122,809	0	5,122,809	0.00%
	Total CASH BALANCE FORWARD	**2,334,431**	**5,122,809**	**0**	**5,122,809**	**0.00%**
Revenues	Intergovernmental Revenue	1,096,077	966,793	966,794	(1)	100.00%
	Miscellaneous Revenues	0	0	153,086	(153,086)	0.00%
	Total Revenues	**1,096,077**	**966,793**	**1,119,880**	**(153,087)**	**115.83%**
Transfers from Other Funds	Interfund Transfers	1,597,689	1,591,529	1,591,530	(1)	100.00%
	Total Transfers from Other Funds	**1,597,689**	**1,591,529**	**1,591,530**	**(1)**	**100.00%**
TOTAL REVENUES & TRANSFERS		**5,028,197**	**7,681,131**	**2,711,410**	**4,969,721**	**35.30%**
Operating Expenditures	Salaries & Benefits	19,408	19,408	21	19,387	0.11%
	Operating	240,060	393,330	12,468	380,862	3.17%
	Capital	550,000	2,161,357	955,083	1,206,275	44.19%
	Non-Operating	680,000	1,137,195	226,462	910,733	19.91%
	Total Operating Expenditures	**1,489,468**	**3,711,290**	**1,194,033**	**2,517,257**	**32.17%**
Transfers & Reserves	Reserves	3,538,729	3,969,841	0	3,969,841	0.00%
	Total Transfers & Reserves	**3,538,729**	**3,969,841**	**0**	**3,969,841**	**0.00%**
TOTAL EXPENDITURES		**5,028,197**	**7,681,131**	**1,194,033**	**6,487,098**	**15.55%**

DISABILITY INCOME REPLACEMENT

As of 5/31/2026

FUND # 624		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	46,442	65,478	0	65,478	0.00%
	Total CASH BALANCE FORWARD	**46,442**	**65,478**	**0**	**65,478**	**0.00%**
Revenues	Miscellaneous Revenues	0	0	1,323	(1,323)	0.00%
	Total Revenues	**0**	**0**	**1,323**	**(1,323)**	**0.00%**
TOTAL REVENUES & TRANSFERS		**46,442**	**65,478**	**1,323**	**64,155**	**2.02%**
Operating Expenditures	Operating	3,826	3,826	2,648	1,178	69.21%
	Total Operating Expenditures	**3,826**	**3,826**	**2,648**	**1,178**	**69.21%**
Transfers & Reserves	Reserves	42,616	61,652	0	61,652	0.00%
	Total Transfers & Reserves	**42,616**	**61,652**	**0**	**61,652**	**0.00%**
TOTAL EXPENDITURES		**46,442**	**65,478**	**2,648**	**62,830**	**4.04%**

GENERAL LIABILITY CLAIMS FUND

As of 5/31/2026

FUND # 626		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	5,478,848	7,629,899	0	7,629,899	0.00%
	Total CASH BALANCE FORWARD	**5,478,848**	**7,629,899**	**0**	**7,629,899**	**0.00%**
Revenues	Fines & Forfeits	194,000	194,000	29,153	164,847	15.03%
	Miscellaneous Revenues	0	0	174,966	(174,966)	0.00%
	Total Revenues	**194,000**	**194,000**	**204,119**	**(10,119)**	**105.22%**
TOTAL REVENUES & TRANSFERS		**5,672,848**	**7,823,899**	**204,119**	**7,619,780**	**2.61%**
Operating Expenditures	Operating	388,411	276,640	45,657	230,983	16.50%
	Total Operating Expenditures	**388,411**	**276,640**	**45,657**	**230,983**	**16.50%**
Transfers & Reserves	Transfers to Other Funds	0	192,514	173,187	19,327	89.96%
	Reserves	5,284,437	7,354,745	0	7,354,745	0.00%
	Total Transfers & Reserves	**5,284,437**	**7,547,259**	**173,187**	**7,374,072**	**2.29%**
TOTAL EXPENDITURES		**5,672,848**	**7,823,899**	**218,844**	**7,605,055**	**2.80%**

FUND # 627		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	9,498,294	7,418,253	0	7,418,253	0.00%
	Total CASH BALANCE FORWARD	**9,498,294**	**7,418,253**	**0**	**7,418,253**	**0.00%**
Revenues	Miscellaneous Revenues	23,853,467	23,853,467	16,461,385	7,392,082	69.01%
	Total Revenues	**23,853,467**	**23,853,467**	**16,461,385**	**7,392,082**	**69.01%**
TOTAL REVENUES & TRANSFERS		**33,351,761**	**31,271,720**	**16,461,385**	**14,810,335**	**52.64%**
Operating Expenditures	Operating	24,022,059	24,024,059	16,140,762	7,883,297	67.19%
	Total Operating Expenditures	**24,022,059**	**24,024,059**	**16,140,762**	**7,883,297**	**67.19%**
Transfers & Reserves	Reserves	9,329,702	7,247,661	0	7,247,661	0.00%
	Total Transfers & Reserves	**9,329,702**	**7,247,661**	**0**	**7,247,661**	**0.00%**
TOTAL EXPENDITURES		**33,351,761**	**31,271,720**	**16,140,762**	**15,130,958**	**51.61%**

FUND # 628		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	9,702,036	7,691,911	0	7,691,911	0.00%
	Total CASH BALANCE FORWARD	**9,702,036**	**7,691,911**	**0**	**7,691,911**	**0.00%**
Revenues	Miscellaneous Revenues	2,753,572	2,753,572	2,346,413	407,159	85.21%
	Total Revenues	**2,753,572**	**2,753,572**	**2,346,413**	**407,159**	**85.21%**
TOTAL REVENUES & TRANSFERS		**12,455,608**	**10,445,483**	**2,346,413**	**8,099,070**	**22.46%**
Operating Expenditures	Salaries & Benefits	50,000	50,000	41,835	8,165	83.67%
	Operating	2,703,572	2,725,976	2,031,182	694,794	74.51%
	Total Operating Expenditures	**2,753,572**	**2,775,976**	**2,073,017**	**702,959**	**74.68%**
Transfers & Reserves	Reserves	9,702,036	7,669,507	0	7,669,507	0.00%
	Total Transfers & Reserves	**9,702,036**	**7,669,507**	**0**	**7,669,507**	**0.00%**
TOTAL EXPENDITURES		**12,455,608**	**10,445,483**	**2,073,017**	**8,372,466**	**19.85%**

FUND # 629		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	188,189,198	208,452,290	0	208,452,290	0.00%
	Total CASH BALANCE FORWARD	**188,189,198**	**208,452,290**	**0**	**208,452,290**	**0.00%**
Revenues	Miscellaneous Revenues	12,491,698	12,491,698	12,436,774	54,924	99.56%
	Total Revenues	**12,491,698**	**12,491,698**	**12,436,774**	**54,924**	**99.56%**
TOTAL REVENUES & TRANSFERS		**200,680,896**	**220,943,988**	**12,436,774**	**208,507,214**	**5.63%**
Operating Expenditures	Operating	17,777,000	17,777,000	11,111,547	6,665,453	62.51%
	Total Operating Expenditures	**17,777,000**	**17,777,000**	**11,111,547**	**6,665,453**	**62.51%**
Transfers & Reserves	Reserves	182,903,896	203,166,988	0	203,166,988	0.00%
	Total Transfers & Reserves	**182,903,896**	**203,166,988**	**0**	**203,166,988**	**0.00%**
TOTAL EXPENDITURES		**200,680,896**	**220,943,988**	**11,111,547**	**209,832,441**	**5.03%**

FUND # 631		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	99,701,140	113,930,356	0	113,930,356	0.00%
	Total CASH BALANCE FORWARD	**99,701,140**	**113,930,356**	**0**	**113,930,356**	**0.00%**
Revenues	Miscellaneous Revenues	6,900,754	6,900,754	4,620,807	2,279,947	66.96%
	Total Revenues	**6,900,754**	**6,900,754**	**4,620,807**	**2,279,947**	**66.96%**
TOTAL REVENUES & TRANSFERS		**106,601,894**	**120,831,110**	**4,620,807**	**116,210,303**	**3.82%**
Operating Expenditures	Operating	6,725,800	6,725,800	3,982,933	2,742,867	59.22%
	Total Operating Expenditures	**6,725,800**	**6,725,800**	**3,982,933**	**2,742,867**	**59.22%**
Transfers & Reserves	Reserves	99,876,094	114,105,310	0	114,105,310	0.00%
	Total Transfers & Reserves	**99,876,094**	**114,105,310**	**0**	**114,105,310**	**0.00%**
TOTAL EXPENDITURES		**106,601,894**	**120,831,110**	**3,982,933**	**116,848,177**	**3.30%**

FUND # 633		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	98,785,541	110,159,610	0	110,159,610	0.00%
	Total CASH BALANCE FORWARD	**98,785,541**	**110,159,610**	**0**	**110,159,610**	**0.00%**
Revenues	Miscellaneous Revenues	7,650,304	7,650,304	8,421,358	(771,054)	110.08%
	Total Revenues	**7,650,304**	**7,650,304**	**8,421,358**	**(771,054)**	**110.08%**
TOTAL REVENUES & TRANSFERS		**106,435,845**	**117,809,914**	**8,421,358**	**109,388,556**	**7.15%**
Operating Expenditures	Operating	7,920,500	7,920,500	4,851,873	3,068,627	61.26%
	Total Operating Expenditures	**7,920,500**	**7,920,500**	**4,851,873**	**3,068,627**	**61.26%**
Transfers & Reserves	Reserves	98,515,345	109,889,414	0	109,889,414	0.00%
	Total Transfers & Reserves	**98,515,345**	**109,889,414**	**0**	**109,889,414**	**0.00%**
TOTAL EXPENDITURES		**106,435,845**	**117,809,914**	**4,851,873**	**112,958,041**	**4.12%**

FUND # 650		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	3,218,039	3,766,559	0	3,766,559	0.00%
	Total CASH BALANCE FORWARD	**3,218,039**	**3,766,559**	**0**	**3,766,559**	**0.00%**
TOTAL REVENUES & TRANSFERS		**3,218,039**	**3,766,559**	**0**	**3,766,559**	**0.00%**
Transfers & Reserves	Reserves	3,218,039	3,766,559	0	3,766,559	0.00%
	Total Transfers & Reserves	**3,218,039**	**3,766,559**	**0**	**3,766,559**	**0.00%**
TOTAL EXPENDITURES		**3,218,039**	**3,766,559**	**0**	**3,766,559**	**0.00%**

FUND # 656		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	2,150,826	2,504,740	0	2,504,740	0.00%
	Total CASH BALANCE FORWARD	**2,150,826**	**2,504,740**	**0**	**2,504,740**	**0.00%**
TOTAL REVENUES & TRANSFERS		**2,150,826**	**2,504,740**	**0**	**2,504,740**	**0.00%**
Transfers & Reserves	Reserves	2,150,826	2,504,740	0	2,504,740	0.00%
	Total Transfers & Reserves	**2,150,826**	**2,504,740**	**0**	**2,504,740**	**0.00%**
TOTAL EXPENDITURES		**2,150,826**	**2,504,740**	**0**	**2,504,740**	**0.00%**

FUND # 674		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	78,869	582,506	0	582,506	0.00%
	Total CASH BALANCE FORWARD	**78,869**	**582,506**	**0**	**582,506**	**0.00%**
Revenues	Miscellaneous Revenues	0	0	14,516	(14,516)	0.00%
	Total Revenues	**0**	**0**	**14,516**	**(14,516)**	**0.00%**
Transfers from Other Funds	Interfund Transfers	695,275	695,275	463,517	231,758	66.67%
	Total Transfers from Other Funds	**695,275**	**695,275**	**463,517**	**231,758**	**66.67%**
TOTAL REVENUES & TRANSFERS		**774,144**	**1,277,781**	**478,033**	**799,748**	**37.41%**
Operating Expenditures	Operating	210,000	210,000	190,000	20,000	90.48%
	Non-Operating	564,144	878,975	344,205	534,770	39.16%
	Total Operating Expenditures	**774,144**	**1,088,975**	**534,205**	**554,770**	**49.06%**
Transfers & Reserves	Transfers to Other Funds	0	188,806	76,547	112,259	40.54%
	Total Transfers & Reserves	**0**	**188,806**	**76,547**	**112,259**	**40.54%**
TOTAL EXPENDITURES		**774,144**	**1,277,781**	**610,752**	**667,029**	**47.80%**

GENERAL FUND DETAIL

As of 5/31/2026

		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
800 MHZ	Salaries & Benefits	108,780	108,780	63,097	45,683	58.00%
	Operating	598,953	629,565	472,816	156,749	75.10%
	Capital	65,000	62,920	28,685	34,235	45.59%
	Total 800 MHZ	772,733	801,265	564,598	236,667	70.46%
BUSINESS & FINANCIAL SERVICES	Salaries & Benefits	1,804,946	1,804,946	1,179,710	625,236	65.36%
	Operating	408,239	415,714	305,946	109,768	73.60%
	Total Business & Financial Services	2,213,185	2,220,660	1,485,657	735,003	66.90%
CITY CLERK	Salaries & Benefits	487,652	487,652	311,553	176,099	63.89%
	Operating	242,747	245,811	146,088	99,723	59.43%
	Total City Clerk	730,399	733,463	457,641	275,822	62.39%
COMMUNITY DEVELOPMENT SERVICES	Salaries & Benefits	1,234,450	1,234,450	446,590	787,860	36.18%
	Operating	200,022	225,688	143,118	82,570	63.41%
	Total Community Development Services	1,434,472	1,460,138	589,708	870,430	40.39%
ENGINEERING	Salaries & Benefits	2,737,924	2,737,924	1,526,762	1,211,162	55.76%
	Operating	843,522	917,141	586,148	330,993	63.91%
	Capital	11,164	152,912	152,035	877	99.43%
	Total Engineering	3,592,610	3,807,977	2,264,944	1,543,033	59.48%
EXECUTIVE & LEGISLATIVE	Salaries & Benefits	2,823,753	2,846,153	1,766,387	1,079,766	62.06%
	Operating	2,455,689	2,504,083	1,403,367	1,100,716	56.04%
	Non-Operating	180,000	202,250	201,754	496	99.75%
	Reserves	125,000	255,480	0	255,480	0.00%
	Total Executive & Legislative	5,584,442	5,807,966	3,371,508	2,436,458	58.05%
FACILITIES MAINTENANCE	Salaries & Benefits	1,563,059	1,563,059	902,003	661,056	57.71%
	Operating	3,002,749	3,451,826	2,400,503	1,051,323	69.54%
	Capital	0	239,500	239,484	16	99.99%
	Total Facilities Maintenance	4,565,808	5,254,385	3,541,989	1,712,396	67.41%
FIRE RESCUE	Salaries & Benefits	26,249,534	26,249,534	16,702,949	9,546,585	63.63%
	Operating	4,831,042	5,044,680	3,027,562	2,017,118	60.01%
	Capital	271,310	290,978	613,727	(322,749)	210.92%
	Total Fire Rescue	31,351,886	31,585,192	20,344,238	11,240,954	64.41%
FLEET MANAGEMENT	Salaries & Benefits	2,541,613	2,541,613	1,450,948	1,090,665	57.09%
	Operating	3,177,239	3,140,312	2,490,275	650,037	79.30%
	Capital	110,250	151,250	40,113	111,137	26.52%
	Total Fleet Management	5,829,102	5,833,175	3,981,336	1,851,839	68.25%
GRANTS	Salaries & Benefits	81,429	900,514	585,705	314,809	65.04%
	Operating	0	1,650,234	404,950	1,245,284	24.54%
	Capital	0	4,526,699	2,195,362	2,331,337	48.50%
	Total Grants	81,429	7,077,447	3,186,018	3,891,429	45.02%
GROWTH MANAGEMENT	Salaries & Benefits	3,811,836	3,811,836	2,241,841	1,569,995	58.81%
	Operating	1,846,953	1,941,758	907,276	1,034,482	46.72%
	Capital	0	10,000	0	10,000	0.00%

GROWTH MANAGEMENT	Non-Operating	8,000	8,000	3,200	4,800	40.00%
	Total Growth Management	5,666,789	5,771,594	3,152,316	2,619,278	54.62%
HUMAN RESOURCE & RISK MANAGEMENT	Salaries & Benefits	1,140,263	1,140,263	738,360	401,903	64.75%
	Operating	447,050	422,048	238,123	183,925	56.42%
	Total Human Resource & Risk Management	1,587,313	1,562,311	976,483	585,828	62.50%
INFORMATION TECHNOLOGY	Salaries & Benefits	2,863,378	2,863,378	1,766,652	1,096,726	61.70%
	Operating	3,426,921	3,926,366	2,918,861	1,007,505	74.34%
	Capital	0	80,520	16,275	64,245	20.21%
	Total Information Technology	6,290,299	6,870,264	4,701,788	2,168,476	68.44%
INTERNAL AUDIT	Salaries & Benefits	491,184	491,184	313,461	177,723	63.82%
	Operating	65,693	67,047	36,135	30,912	53.90%
	Total Internal Audit	556,877	558,231	349,596	208,635	62.63%
NON-DEPARTMENTAL	Salaries & Benefits	5,778,209	5,778,209	2,704,659	3,073,550	46.81%
	Operating	(12,804,854)	(12,804,854)	(7,958,663)	(4,846,191)	62.15%
	Transfers to Other Funds	12,352,039	14,475,582	11,578,805	2,896,777	79.99%
	Reserves	42,931,471	49,778,983	0	49,778,983	0.00%
	Total Non-Departmental	48,256,865	57,227,920	6,324,801	50,903,119	11.05%
OFFICE OF STRATEGIC ENGAGEMENT	Salaries & Benefits	274,177	274,177	177,587	96,590	64.77%
	Operating	53,832	54,735	31,051	23,684	56.73%
	Total Office of Strategic Engagement	328,009	328,912	208,638	120,274	63.43%
POLICE DEPARTMENT	Salaries & Benefits	42,192,067	45,079,874	29,599,326	15,480,548	65.66%
	Operating	9,880,628	10,098,495	6,526,506	3,571,989	64.63%
	Capital	389,500	2,010,766	495,371	1,515,395	24.64%
	Total Police Department	52,462,195	57,189,135	36,621,204	20,567,931	64.04%
PROCUREMENT	Salaries & Benefits	1,308,030	1,308,030	873,366	434,664	66.77%
	Operating	304,167	317,074	142,041	175,033	44.80%
	Total Procurement	1,612,197	1,625,104	1,015,407	609,697	62.48%
PUBLIC WORKS	Operating	941,981	941,981	616,077	325,904	65.40%
	Total Public Works	941,981	941,981	616,077	325,904	65.40%
RECREATION & PARKS	Salaries & Benefits	7,183,449	7,227,112	4,135,985	3,091,127	57.23%
	Operating	6,122,022	6,690,776	4,365,661	2,325,115	65.25%
	Capital	936,550	1,572,733	1,314,827	257,906	83.60%
	Total Recreation & Parks	14,242,021	15,490,621	9,816,473	5,674,148	63.37%
Grand Total Expenditures		**188,100,612**	**212,147,741**	**103,570,422**	**108,577,319**	**48.82%**

Capital Projects & Replacements Status
Fiscal Year 2025-26

As of 5/31/26

Priority		FY2026 Adopted Budget	Increase/ Decrease (BR or FT)	TOTAL Carryforward	REVISED BUDGET	Exp + Encum	Balance
FY26	**AIRPORT**						
1	**Design & Construct RSA RY36 Grading**	-	247,245	-	247,245	237,736	9,509
2	**Construct Rehabilitation Terminal Apron**	-	3,186,355	-	3,186,355	3,181,855	4,500
3	**Construct T-Hangar Expansion (Grant)**	-	-	-	-	-	-
4	**Construct Phase I Taxiway C (Grant)**	-	-	-	-	-	-
5	**Design TWY-C Apron and C2 (Grant)**	-	-	-	-	-	-
6	**Construct New Rental Car Facility (Grant)**	-	-	-	-	-	-
	Rehab Taxilane and Apron	-	883,536	-	883,536	883,536	-
	Fuel Farm/Wash Rack/Parking Aprons	-	1,141,177	135,830	1,277,007	1,277,007	-
	Design A12 Infrastructure	-	145,101	-	145,101	145,101	-
	North T-Hangar Access Road	-	625,878	268,101	893,979	396,937	497,042
	Design Taxiway C - Phase 1	-	216,996	-	216,996	216,202	794
	Master Plan Update	-	506,597	-	506,597	432,333	74,264
	TOTAL AIRPORT	**-**	**6,952,885**	**403,931**	**7,356,816**	**6,770,707**	**586,109**
FY26	**ELECTRIC**						
1	**Overhead/Underground/Lighting Work Orders/Boring**	4,000,000	(238,220)	-	3,761,780	3,869,611	(107,831)
2	**Airport - Electric Capacity Upgrades**	500,000	956,046	-	1,456,046	11,782	1,444,264
3	**Dearmin Substation Upgrade - Phase 2**	1,000,000	1	8,310,212	9,310,213	8,326,562	983,651
4	**Water Plant Substation Upgrade - Phase 2**	250,000	320,541	-	570,541	-	570,541
5	**Shaw Substation TX4 Addition**	500,000	906,344	44,545	1,450,889	587,056	863,833
6	**Underground Primary Cable Replacement**	500,000	865,009	-	1,365,009	331,881	1,033,128
7	**AMI Meter Replacement Program**	1,325,000	1,172,766	-	2,497,766	823,488	1,674,278
8	**White Substation - Station Relocation - Phase 2**	2,000,000	579,363	-	2,579,363	-	2,579,363
9	**Substation Security Upgrade - Phase 8**	40,000	-	-	40,000	-	40,000
	Hendrix Cable Installation	-	400,000	-	400,000	168,534	231,466
	Airport Substation Upgrade - Phase 2	-	412,159	520,739	932,897	540,784	392,113
	Electric Feeder Improvements	-	2,486,478	-	2,486,478	50,746	2,435,732
	New SCADA/DMS System	-	339,541	-	339,541	294,620	44,921
	Reliability - Padmount Inspect/Refurb/Remediate	-	2,000	-	2,000	1,881	119
	TOTAL ELECTRIC	**10,115,000**	**8,202,028**	**8,875,495**	**27,192,523**	**15,006,946**	**12,185,577**
FY26	**ENGINEERING**						
	Facility Construction & Modification						
1	**Design/Build Fire Training Center**	500,000	2,488,495	-	2,988,495	18,080	2,970,415
2	**Silver Pines Walking Trail Resurfacing**	250,000	-	-	250,000	-	250,000
3	**OPD First Responder Training Facility (Design)**	80,000	-	-	80,000	10,580	69,420
	Jervey Gantt Trail Resurfacing	-	-	47,354	47,354	47,354	-
	Ocala Fiber Network Campus Phase 1	-	127,217	-	127,217	-	127,217
	Fire Station 7 Metal Building	-	354,562	-	354,562	6,711	347,851
	Design/Build Fire Station #8	-	-	4,450,803	4,450,803	4,450,803	-
	Stormwater Engineering						
1	**Drainage Rehab. & Improvement Program (DRIP)**	2,325,000	127,776	815,212	3,267,988	1,596,776	1,671,212
	Transportation Engineering						
1	**Parking Lot Improvement Program (PLIP)**	400,000	501,392	397,553	1,298,945	-	1,298,945
2	**Transportation Rehabilitation and Improvement Program (TRIP)**	5,655,000	305,938	3,151,190	9,112,128	6,558,009	2,554,119
3	**SR 464 at SE 25th Avenue Improvements**	850,000	-	-	850,000	-	850,000
4	**SW 40th Avenue Realignment (RaceTrac SR 40 West)**	4,200,000	-	-	4,200,000	-	4,200,000
5	**East Fort King Street at SE 22nd Avenue Roundabout**	500,000	-	-	500,000	-	500,000
6	**East Fort King Street at SE 19th Avenue Roundabout**	500,000	-	-	500,000	-	500,000
	Design/Build Parking Garage #2	-	1,571,502	11,093,140	12,664,642	12,237,312	427,330
	SW/NW 44th Avenue Phase 1	-	2,521,592	11,965	2,533,557	11,965	2,521,592
	SR 40 at NW 46th Avenue Signalization	-	-	1,500,359	1,500,359	1,500,359	-
	SW 43rd Court Signalization/Roundabout	-	363,654	1,714,169	2,077,823	1,637,373	440,451
	SW/NW 44th Avenue Phase 2	-	109,835	-	109,835	-	109,835
	TOTAL ENGINEERING	**15,260,000**	**8,471,963**	**23,181,745**	**46,913,707**	**28,075,320**	**18,838,388**
FY26	**OCALA FIBER NETWORK**						
1	**Partial Network Equipment/Upgrade**	262,306	-	-	262,306	69,779	192,527
2	**Adding to Customer Base and System Overbuild**	990,001	291,318	-	1,281,319	577,644	703,675
3	**Annual Fiber Builds - Road Projects**	4,061,563	2,489,729	19,848	6,571,140	2,061,410	4,509,730
	Citywide Telephony Upgrade	-	206,000	110,168	316,168	242,168	74,000
	TOTAL OCALA FIBER NETWORK	**5,313,870**	**2,987,047**	**130,016**	**8,430,933**	**2,951,001**	**5,479,932**

Priority		FY2026 Adopted Budget	Increase/ Decrease (BR or FT)	TOTAL Carryforward	REVISED BUDGET	Exp + Encum	Balance
FY26	**GROWTH MANAGEMENT**						
1	**Downtown CRA Streetscape**	125,000	359,666	258,536	743,202	300,637	442,565
2	**Downtown CRA Land Acquisition**	307,000	663,424	-	970,424	-	970,424
3	**East Ocala CRA Sidewalks**	100,000	1,196,812	43,322	1,340,134	43,322	1,296,812
4	**West Ocala CRA Land Acquisition**	210,500	868,000	-	1,078,500	873,649	204,852
5	**West Ocala CRA Gateways**	50,000	100,000	-	150,000	-	150,000
6	**West Ocala CRA Streetscape**	100,000	161,923	-	261,923	-	261,923
7	**East Ocala CRA Gateways**	50,000	100,000	-	150,000	-	150,000
8	**North Magnolia CRA Land Acquisition**	157,000	430,000	-	587,000	-	587,000
9	**West Ocala CRA Reed Place Redevelopment**	200,000	300,000	-	500,000	-	500,000
10	**East Ocala CRA 6th Street Connection and NE 8th Avenue Enhancements**	350,000	-	-	350,000	-	350,000
11	**East Ocala CRA Public Art**	75,000	50,000	-	125,000	-	125,000
12	**North Magnolia Wayfinding**	30,000	13,422	-	43,422	-	43,422
13	**East Ocala CRA Wayfinding**	30,000	57,834	-	87,834	-	87,834
14	**West Ocala CRA Wayfinding**	30,000	50,011	-	80,011	-	80,011
15	**Downtown CRA Wayfinding**	30,000	5,610	-	35,610	-	30,000
16	**East Ocala CRA/FDOT Intersection Enhancements**	221,000	-	-	221,000	-	221,000
17	**Downtown CRA/FDOT Intersection Enhancements**	320,000	-	-	320,000	-	320,000
	Tuscawilla Skatepark - Build Out	-	-	861,768	861,768	861,768	-
	Brownfield EPA Assessment Grant	-	9,280	86,472	95,752	86,672	9,080
	Tucker Hill Infrastructure Improvements	-	-	7,986	7,986	7,985	1
	Wayfinding Signage Program - Phase 2	-	-	3,654	3,654	3,654	-
	Imagine North Magnolia	-	265,526	295,011	560,537	295,010	265,527
	TOTAL GROWTH MANAGEMENT	**2,385,500**	**4,631,508**	**1,556,748**	**8,573,757**	**2,472,696**	**6,095,451**
FY26	**OCALA POLICE DEPARTMENT**						
	None for FY 2026	-	-	-	-	-	-
	Real Time Crime Center	-	51,486	-	1,212,128	59,542	1,152,586
	TOTAL POLICE	**-**	**51,486**	**-**	**1,212,128**	**59,542**	**1,152,586**
FY26	**RECREATION & PARKS**						
1	**Pickleball Court Construction-Jervey Gantt & Clyatt**	215,000	-	-	215,000	131,739	83,261
2	**Jervey Gantt Pool Deck Resurfacing**	255,000	7,850	-	262,850	262,580	270
3	**Croskey Center Bleacher Replacement**	175,000	(7,850)	-	167,150	129,469	37,681
4	**Replace Wash Down Pad & Chemical Containment Basir**	95,000	-	-	95,000	-	95,000
5	**Bunker Restoration**	75,000	-	-	75,000	-	75,000
6	**Coquina Surfacing**	25,000	-	-	25,000	-	25,000
	TOTAL RECREATION & PARKS	**840,000**	**-**	**-**	**840,000**	**523,788**	**316,212**
FY26	**WATER RESOURCES**						
1	**Water/Sewer Line Improvement Program**	1,300,000	510,070	58,147	1,868,217	257,467	1,610,750
2	**Lift Station Improvement Program**	700,000	353,732	19,065	1,072,797	391,842	680,955
3	**WRF Improvement Program - Wastewater Master Plan**	2,832,250	7,209,870	18,623	10,060,743	950	10,059,794
4	**WTP #2 - Facility Construction**	8,644,688	6,918,839	3,386,793	18,950,320	3,834,128	15,116,192
	WTP #2 (Grant)	-	13,733	1,931,051	1,944,784	1,931,051	13,733
5	**Water Impact Line Ext & Capacity Imp (Impact Fee)**	150,000	108,652	5,493	264,145	5,492	258,653
6	**CIPP Lining**	500,000	-	-	500,000	-	500,000
7	**WTP Improvement Program - Water Master Plan**	319,000	51,000	-	370,000	4,192	365,808
8	**Water, Sewer & Lift Station Reuse Reimbursement**	70,000	70,000	-	140,000	-	140,000
9	**Sewer & Reuse Line Ext & Capacity Imp (Impact fee)**	1,000,000	(280,149)	963,700	1,683,551	1,162,093	521,458
10	**Winding Oaks**	2,619,993	2,070,402	439,057	5,129,452	439,057	4,690,395
11	**Reclaim Water Plan**	464,000	-	-	464,000	-	464,000
12	**WRF #3 Expansion Design**	2,000,000	-	-	2,000,000	-	2,000,000
13	**Central Lines Shop**	500,000	-	-	500,000	-	500,000
14	**7 Bay Equipment Maintenance Truck Shed**	425,000	-	-	425,000	-	425,000
15	**7 Bay Central Lines Truck Shed**	425,000	-	-	425,000	-	425,000
	ARPA WRF#3 Force Main Project	-	65,267	81,632	146,899	81,631	65,268
	Ocala Sewer Exfiltration Phase 7 (LPA070)	-	-	113	113	112	1
	Water Treatment Plant #2 Design	-	-	1,004,625	1,004,625	1,004,625	0
	Lower FL Aquifer Conv. Phase IV	-	4,000,000	-	4,000,000	-	4,000,000
	Ocala Force Main Construction (LPS0596) (Grant)	-	-	500,000	500,000	500,000	-
	FEMA HMGP / H0576 / P#4337-424	-	858,600	131,874	990,474	215,980	774,494
	FEMA HMGP 4337-319-R	-	211,162	9,997	221,159	(13,346)	234,504
	Meadow Oaks/Southwind/College Heights Park	-	120,000	1,508	121,508	121,508	-
	Meadow Oaks/Southwind/College Heights (Grant)	-	-	92,317	92,317	92,316	1
	Lower FL Aquifer Conv. Phase V (LPA0709) (Grant)	-	250,000	957,788	1,207,788	957,788	250,001
	Lift Station Improvement Program	-	-	203	203	203	-
	TOTAL WATER RESOURCES	**21,949,931**	**22,531,178**	**9,601,986**	**54,083,095**	**10,987,088**	**43,096,006**
FY26	**FACILITIES MAINTENANCE**						
	CMO/City Hall	1,550,000	35,000	-	1,585,000	822,546	762,454
	Electric	90,000	-	-	90,000	30,032	59,968
	Facilities Management	1,225,000	118,900	3,305	1,347,205	645,610	701,595
	Growth Management	66,000	75,000	-	141,000	59,080	81,920
	Ocala Fiber Network	150,000	-	-	150,000	83,780	66,220
	Ocala Fire Rescue-001 Fund	100,000	-	-	100,000	2,178	97,822
	Ocala Fire Rescue-092 Fund	12,000	100,000	-	112,000	84,132	27,868
	Ocala Police Department	150,000	(1)	-	149,999	-	149,999
	Public Works	13,000	-	-	13,000	-	13,000
	Recreation & Parks	535,000	255,000	-	790,000	146,862	643,138
	TOTAL FACILITIES MAINTENANCE	**3,891,000**	**583,899**	**3,305**	**4,478,204**	**1,874,221**	**2,603,983**

Priority		FY2026 Adopted Budget	Increase/ Decrease (BR or FT)	TOTAL Carryforward	REVISED BUDGET	Exp + Encum	Balance
FY26	**FLEET MANAGEMENT**						
	Electric	2,797,809	(80,212)	1,848,874	4,566,471	4,286,890	279,581
	Engineering/Transportation	11,164	-	-	11,164	10,287	877
	Fleet Management	110,250	41,000	-	151,250	40,113	111,137
	Golf	98,555	-	25,406	123,961	118,237	5,724
	Growth Management	56,634	-	-	56,634	51,632	5,002
	Ocala Fiber Network	322,973	-	-	322,973	314,703	8,270
	Ocala Fire Rescue-001 Fund	43,310	1,110	-	44,420	367,170	(322,750)
	Ocala Fire Rescue-092 Fund	1,080,347	954,135	-	2,034,482	1,728,161	306,321
	Ocala Fire Rescue-120 Fund	1,884,854	1,971,703	-	3,856,557	3,137,307	719,250
	Ocala Police Department-092 Fund	1,326,787	38,036	-	1,364,823	1,143,085	221,738
	Ocala Police Department-120 Fund	2,395,377	(32,246)	378,165	2,741,296	2,653,085	88,211
	Public Works-109 Fund	772,283	400,506	-	1,172,789	1,090,330	82,459
	Public Works-158 Fund	495,702	347,201	-	842,903	841,903	1,000
	Public Works-453 Fund	1,602,360	981,883	443,521	3,027,764	2,071,931	955,833
	Recreation & Parks	498,050	144,791	18,374	661,215	443,617	217,598
	Water Resources	1,308,450	821,139	673,328	2,802,917	2,452,106	350,811
	TOTAL FLEET MANAGEMENT	**14,804,905**	**5,589,046**	**3,387,668**	**23,781,619**	**20,750,559**	**3,031,060**
FY26	**INFORMATION TECHNOLOGY**						
	Airport	1,200	-	-	1,200	791	409
	Budget/Finance	7,550	-	-	7,550	5,229	2,321
	City Clerk's Office/CMO	84,200	157	-	84,357	64,248	20,109
	Community Development Services	6,300	-	-	6,300	4,908	1,392
	Electric	109,550	-	-	109,550	89,431	20,119
	Engineering	10,350	1,043	-	11,393	7,151	4,242
	Facilities	5,100	1,086	-	6,186	4,717	1,469
	Fleet	20,600	-	-	20,600	13,731	6,869
	Growth	28,000	4,027	-	32,027	23,950	8,077
	Human Resources/Risk	2,600	2,463	-	5,063	5,061	2
	Information Technology	448,200	90,611	6,165	544,976	522,947	22,029
	Ocala Fiber Network	12,400	7,290	-	19,690	17,703	1,987
	Ocala Fire Rescue	72,000	-	1,010	73,010	80,404	(7,394)
	Ocala Police Department	677,900	-	-	677,900	183,945	493,955
	Public Works-109 Fund	7,100	-	-	7,100	1,486	5,614
	Public Works-453 Fund	2,650	-	-	2,650	1,628	1,022
	Recreation & Parks	20,050	3,794	980	24,824	22,089	2,735
	Water Resources	31,000	287	-	31,287	27,073	4,214
	TOTAL INFORMATION TECHNOLOGY	**1,546,750**	**110,758**	**8,155**	**1,665,663**	**1,076,493**	**589,170**
	TOTAL FY2025-26 CIP	**76,106,956**	**60,111,798**	**47,149,048**	**184,528,444**	**90,548,361**	**93,974,473**

File #: 2026-1755 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 15, 2026 and July 5, 2026.

EXECUTED CONTRACTS UNDER $50,000

Contract	Contractor	Description	Amount
AIR/260838	Flyboys Enterprises, Inc.	Agreement for T-Hangar Lease	$4,085.76
ELE/260836	Fast Air Repair, LLC	Net Metering Agreement	Solar
ELE/260842	Joshua Burgos	Net Metering Agreement	Solar
FLT/230029	Palmdale Oil Company, Inc	Bulk Diesel Exhaust Fluid Agreement	Renewal
FLT/240413	Michael Lessard, Inc.	Wrecker and Towing Services	NTE $50,000
GRM/260827	Gwen Morrison	Agreement for Artwork Loan and Display	No Cost
ITS/260713	Siebold Security of Florida, Inc.	Replacement of Manrap Board	No Cost
OFR/260766	Stryker Sales, LLC	Procare Services Agreement	$48,656.41
PWD/240905	Southern awn Care Mid Florida	Agreement for Stormwater Grounds Maintenance Services	Price Amendment

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CONTRACT # ELE/260842

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: Joshua B. Burgos

Mailing Address: 617 SE 35th Street

City: Ocala State: Fl Zip Code: 34471

Phone Number: 352-426-5854 Alternate Phone Number: _____

Email Address: BURGOSJOSHUA60@GMAIL.COM Fax Number: _____

Ocala Electric Utility Customer Account Number: 553283-269355

2. RGS Facility Information

Facility Location: 617 SE 35th Street Ocala, Fl. 34471

Ocala Electric Utility Customer Account Number: 553283-269355

RGS Manufacturer: CSI Solar (USA) Co., LTD.

Manufacturer's Address: 1350 Treat Blvd. Suite 500
Walnut Creek, CA. 94598

Reference or Model Number: CS6R-400MS-HL (17 Modules- 400W) 6.8kWdc/5.78kWac

Serial Number: Enphase IQ8PLUS-72-2-US (17-Microinverters)

(Continued on Sheet No.19.1)

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3. Facility Rating Information

Gross Power Rating: 5.78kWac ("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: 1/23/2024

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is $375 for Tier 2 and $750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 19.2)

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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: Joshua B. Burgos Date: 6/11/26
(Print Name)

(Signature)

Docusign Envelope ID: 93EC9BCC-D559-8791-8300-B30701E61A26

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 11th day of June, 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 Joshua B. Burgos, 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)

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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.

(Continued on Sheet No. 20.3)

Docusign Envelope ID: 93EC9BCC-D559-8791-8300-B30701E61A26

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: 93EC9BCC-D559-8791-8300-B30701E61A26

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: 93EC9BCC-D559-8791-8300-B30701E61A26

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: 6/22/2026

Florida Municipal Power Agency

DocuSigned by:
By: 087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 6/22/2026

Customer

By: Joshua B. Burgos (Print Name) Date: 6/11/26

(Signature)

Customer's City of Ocala Electric Utility Account Number: 553283-269355

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: 93EC9BCC-D559-8791-8300-B30701E61A26

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: 93EC9BCC-D559-8791-8300-B30701E61A26

Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 11th day of June, 20 26, by and between Joshua B. Burgos, (hereinafter called "**Customer**"), located at 617 SE 35th Street in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereinafter called OEU), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 617 SE 35th Street Ocala, Fl. 34471.

WITNESSETH

Whereas, a Tier 1 Renewable Generation System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than ten (10) kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, OEU operates an electric system serving the City of Ocala; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU' electrical supply grid at the location identified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU' ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, the OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

(Continued on Sheet No. 21.1)

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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.

(Continued to Sheet No. 21.2)

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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.

(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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(Continued from Sheet No. 21.4)

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)

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(Continued from Sheet No. 21.5)

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.
b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

(Continued on Sheet No. 21.7)

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(Continued from Sheet No. 21.6)

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: 6/22/2026

Customer:

By: Joshua B. Burgos
(Print Name)

(Signature)

Date: 6/11/26

City of Ocala Electric Utility Account Number:

553283-269355

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

Docusign Envelope ID: 93EC9BCC-D559-8791-8300-B30701E61A26

AMERICAN TRADITIONS INSURANCE COMPANY

Homeowners Declarations Page

T.J. Jerger MGA, LLC
7785 66th Street N.
Pinellas Park, FL 33781

If you have any questions regarding this policy which your agent is unable to answer please contact us at 866-561-3433.

Agent Name and Address: Whitco Insurance Agency LLC
5308 Gulfport Blvd S
Suite B
Gulfport, FL 33707

Agent Phone #: (727)209-8888

Agency Code: AF2539

Policy Number: ATH1150597
Named Insured: Joshua Burgos
Mailing Address 617 SE 35th St
Ocala, FL 34471

Insuring Company Payment Address:
American Traditions Insurance Company
PO BOX 830856
PHILADELPHIA, PA 19182-0856

Mortgagee(s) #1: Mortgage Financial Group Inc ISAOA ATIMA
1100 East Alfred St
Tavares, FL 32778
0120219865

#2:

Effective Dates: From: **06/01/2026 12:01 am** To: **06/01/2027 12:01 am** Effective date of this transaction:**06/01/2026 12:01am**

Activity: New Business **Additional Insured:**

Insured Location: 617 SE 35th St
Ocala, FL 34471

Coverage at the residence premises is provided only where a limit of liability is shown or a premium is stated

Coverages and Premiums:

Coverage Section	Limits	Non-Hurricane	Hurricane	Total
A. Dwelling	250000	356.00	436.00	792.00
B. Other Structures	5000	0.00	0.00	Included
C. Personal Property	125000	0.00	0.00	Included
D. Loss of Use	25000	0.00	0.00	Included
E. Personal Liability	300000	15.00	0.00	15.00
F. Medical Payments to Others	5000	10.00	0.00	10.00
Policy Fee		25.00	0.00	25.00
Emergency Management Preparedness		2.00	0.00	2.00
Premium Adjustments:		311.00	-195.00	116.00

Total Policy Premium **$960.00**

Deductible: ***Hurricane Deductible: $5,000 / 2%***

All Other Perils Deductible: **$1,000**

Jennifer J. Sousa
Countersignature

05/20/2026
Date

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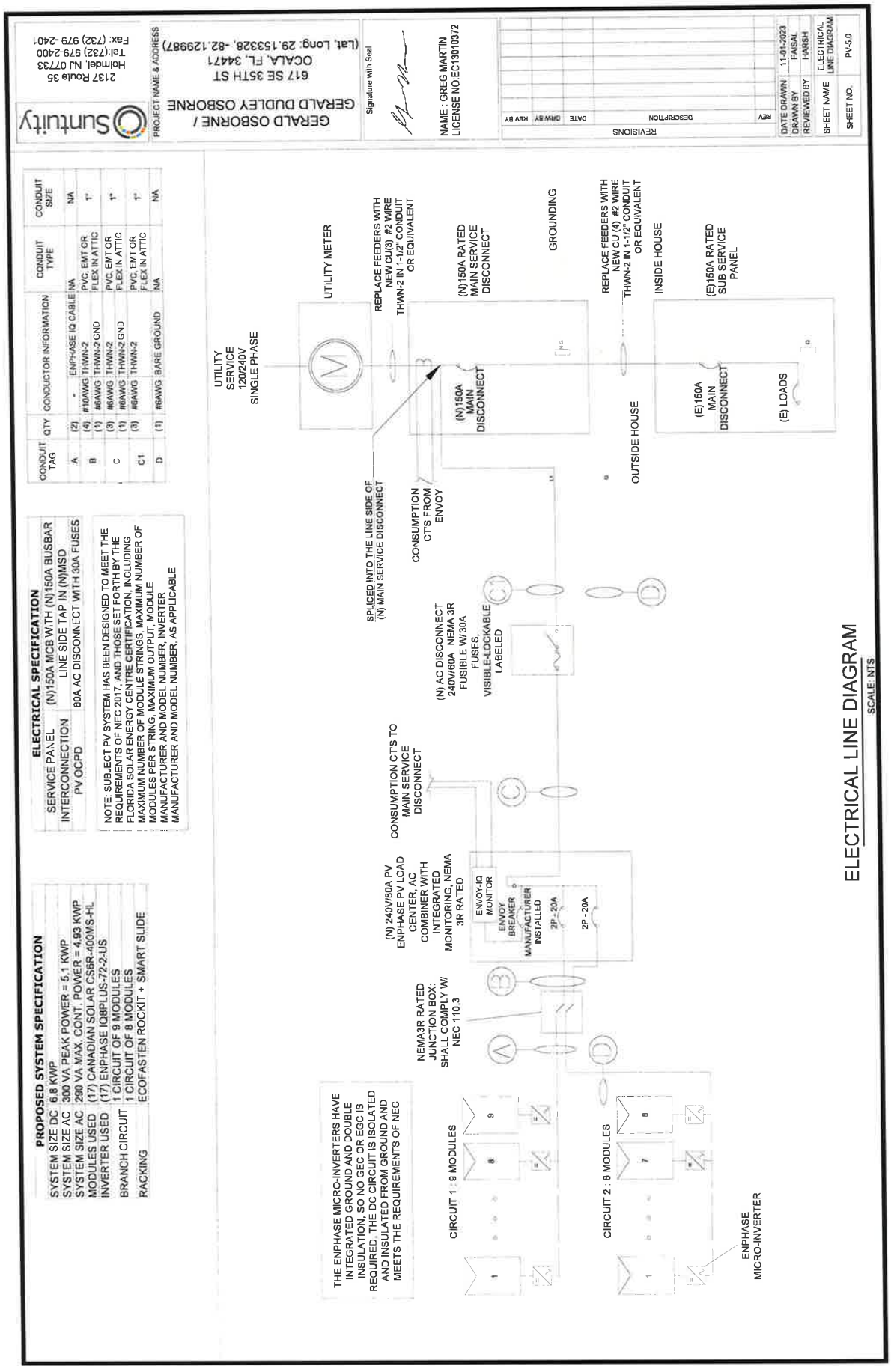

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NEW

CanadianSolar

HiKu6 (All-Black)

ALL BLACK MONO PERC

380 W ~ 405 W

CS6R-380|385|390|395|400|405MS-HL

MORE POWER

- Module power up to 405 W
  Module efficiency up to 20.7 %
- Lower LCOE & system cost
- Comprehensive LID / LeTID mitigation technology, up to 50% lower degradation
- Better shading tolerance

MORE RELIABLE

- Minimizes micro-crack impacts
- Heavy snow load up to 8100 Pa, wind load up to 5000 Pa*

* For detailed information, please refer to the Installation Manual.

25 Years **Industry Leading Product Warranty on Materials and Workmanship***

25 Years **Linear Power Performance Warranty***

1st year power degradation no more than 2%
Subsequent annual power degradation no more than 0.55%

*Subject to the terms and conditions contained in the applicable Canadian Solar Limited Warranty Statement. Also this 25-year limited product warranty is available only for products installed and operating on residential rooftops in certain regions.

MANAGEMENT SYSTEM CERTIFICATES*

ISO 9001:2015 / Quality management system
ISO 14001:2015 / Standards for environmental management system
ISO 45001: 2018 / International standards for occupational health & safety

PRODUCT CERTIFICATES*

IEC 61215 / IEC 61730 / CE
CEC listed (US California) / FSEC (US Florida)
UL 61730 / IEC 61701 / IEC 62716
Take-e-way

* The specific certificates applicable to different module types and markets will vary, and therefore not all of the certifications listed herein will simultaneously apply to the products you order or use. Please contact your local Canadian Solar sales representative to confirm the specific certificates available for your Product and applicable in the regions in which the products will be used.

CSI SOLAR (USA) CO., LTD. is committed to providing high quality solar photovoltaic modules, solar energy and battery storage solutions to customers. The company was recognized as the No. 1 module supplier for quality and performance/price ratio in the IHS Module Customer Insight Survey. Over the past 20 years, it has successfully delivered over 70 GW of premium-quality solar modules across the world.

CSI SOLAR (USA) CO., LTD.
1350 Treat Blvd. Suite 500, Walnut Creek, CA 94598, USA | www.csisolar.com/na | service.ca@csisolar.com

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Data Sheet
Enphase Networking

IQ Combiner 4/4C

The **IQ Combiner 4/4C** with IQ Gateway and integrated LTE-M1 cell modem (included only with IQ Combiner 4C) consolidates interconnection equipment into a single enclosure. It streamlines IQ Microinverters and storage installations by providing a consistent, pre-wired solution for residential applications. It offers up to four 2-pole input circuits and Eaton BR series busbar assembly.

X-IQ-AM1-240-4C •
X2-IQ-AM1-240-4C (IEEE 1547:2018)

X-IQ-AM1-240-4 •
X2-IQ-AM1-240-4 (IEEE 1547:2018)

Smart

- Includes IQ Gateway for communication and control
- Includes Mobile Connect cellular modem (CELLMODEM-M1-06-SP-05), included only with IQ Combiner 4C
- Includes solar shield to match Enphase IQ Battery aesthetics and deflect heat
- Supports Wi-Fi, Ethernet, or cellular connectivity
- Optional AC receptacle available for PLC bridge
- Provides production metering and consumption monitoring

Simple

- Mounts on single stud with centered brackets
- Supports bottom, back and side conduit entry
- Allows up to four 2-pole branch circuits for 240VAC plug-in breakers (not included)
- 80A total PV or storage branch circuits

Reliable

- Durable NRTL-certified NEMA type 3R enclosure
- Five-year limited warranty
- Two years labor reimbursement program coverage included for both the IQ Combiner SKU's
- UL listed
- X2-IQ-AM1-240-4 and X2-IQ-AM1-240-4C comply with IEEE 1547:2018 (UL 1741-SB, 3rd Ed.)

UL LISTED

To learn more about Enphase offerings, visit **enphase.com**

IQ-C-4-4C-DS-0103-EN-US-12-29-2022

ENPHASE

Docusign Envelope ID: 93EC9BCC-D559-8791-8300-B30701E61A26

IQ Combiner 4/4C

MODEL NUMBER	
IQ Combiner 4 X-IQ-AM1-240-4 X2-IQ-AM1-240-4 (IEEE 1547:2018)	IQ Combiner 4 with IQ Gateway printed circuit board for integrated revenue grade PV production metering (ANSI C12.20 ± 0.5%) and consumption monitoring (± 2.5%). Includes a silver solar shield to match the IQ Battery and IQ System Controller 2 and to deflect heat.
IQ Combiner 4C X-IQ-AM1-240-4C X2-IQ-AM1-240-4C (IEEE 1547:2018)	IQ Combiner 4C with IQ Gateway printed circuit board for integrated revenue grade PV production metering (ANSI C12.20 ± 0.5%) and consumption monitoring (± 2.5%). Includes Mobile Connect cellular modem (CELLMODEM-M1-06-SP-05), a plug-and-play industrial-grade cell modem for systems up to 60 microinverters. (Available in the US, Canada, Mexico, Puerto Rico, and the US Virgin Islands, where there is adequate cellular service in the installation area.) Includes a silver solar shield to match the IQ Battery and IQ System Controller and to deflect heat.
ACCESSORIES AND REPLACEMENT PARTS	(not included, order separately)
Supported microinverters	IQ6, IQ7, and IQ8. (Do not mix IQ6/7 Microinverters with IQ8)
Communications Kit COMMS-CELLMODEM-M1-06 CELLMODEM-M1-06-SP-05 CELLMODEM-M1-06-AT-05	 - Includes COMMS-KIT-01 and CELLMODEM-M1-06-SP-05 with 5-year Sprint data plan - 4G based LTE-M1 cellular modem with 5-year Sprint data plan - 4G based LTE-M1 cellular modem with 5-year AT&T data plan
Circuit Breakers BRK-10A-2-240V BRK-15A-2-240V BRK-20A-2P-240V BRK-15A-2P-240V-B BRK-20A-2P-240V-B	Supports Eaton BR210, BR215, BR220, BR230, BR240, BR250, and BR260 circuit breakers. Circuit breaker, 2 pole, 10A, Eaton BR210 Circuit breaker, 2 pole, 15A, Eaton BR215 Circuit breaker, 2 pole, 20A, Eaton BR220 Circuit breaker, 2 pole, 15A, Eaton BR215B with hold down kit support Circuit breaker, 2 pole, 20A, Eaton BR220B with hold down kit support
XA-SOLARSHIELD-ES	Replacement solar shield for IQ Combiner 4/4C
XA-PLUG-120-3	Accessory receptacle for Power Line Carrier in IQ Combiner 4/4C (required for EPLC-01)
X-IQ-NA-HD-125A	Hold-down kit for Eaton circuit breaker with screws
Consumption monitoring CT (CT-200-SPLIT/CT-200-CLAMP)	A pair of 200A split core current transformers
ELECTRICAL SPECIFICATIONS	
Rating	Continuous duty
System voltage	120/240VAC, 60 Hz
Eaton BR series busbar rating	125A
Max. continuous current rating	65A
Max. continuous current rating (input from PV/storage)	64A
Max. fuse/circuit rating (output)	90A
Branch circuits (solar and/or storage)	Up to four 2-pole Eaton BR series Distributed Generation (DG) breakers only (not included)
Max. total branch circuit breaker rating (input)	80A of distributed generation/95A with IQ Gateway breaker included
IQ Gateway breaker	10A or 15A rating GE/Siemens/Eaton included
Production metering CT	200A solid core pre-installed and wired to IQ Gateway
MECHANICAL DATA	
Dimensions (WxHxD)	37.5 cm x 49.5 cm x 16.8 cm (14.75 in x 19.5 in x 6.63 in). Height is 53.5 cm (21.06 in) with mounting brackets.
Weight	7.5 kg (16.5 lbs)
Ambient temperature range	-40°C to +46°C (-40°F to 115°F)
Cooling	Natural convection, plus heat shield
Enclosure environmental rating	Outdoor, NRTL-certified, NEMA type 3R, polycarbonate construction
Wire sizes	• 20A to 50A breaker inputs: 14 to 4 AWG copper conductors • 60A breaker branch input: 4 to 1/0 AWG copper conductors • Main lug combined output: 10 to 2/0 AWG copper conductors • Neutral and ground: 14 to 1/0 copper conductors • Always follow local code requirements for conductor sizing.
Altitude	Up to 3,000 meters (9,842 feet)
INTERNET CONNECTION OPTIONS	
Integrated Wi-Fi	IEEE 802.11b/g/n
Cellular	CELLMODEM-M1-06-SP-05, CELLMODEM-M1-06-AT-05 (4G based LTE-M1 cellular modem). Note that an Mobile Connect cellular modem is required for all Enphase Energy System installations.
Ethernet	Optional, IEEE 802.3, Cat5E (or Cat6) UTP Ethernet cable (not included)
COMPLIANCE	
Compliance, IQ Combiner	CA Rule 21 (UL 1741-SA) IEEE 1547:2018 - UL 1741-SB, 3rd Ed. (X2-IQ-AM1-240-4 and X2-IQ-AM1-240-4C) CAN/CSA C22.2 No. 107.1, Title 47 CFR, Part 15, Class B, ICES 003 Production metering: ANSI C12.20 accuracy class 0.5 (PV production) Consumption metering: accuracy class 2.5
Compliance, IQ Gateway	UL 60601-1/CANCSA 22.2 No. 61010-1

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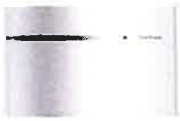
Docusign Envelope ID: 93EC9BCC-D559-8791-8300-B30701E61A26

ENPHASE

DATA SHEET

IQ8 and IQ8+ Microinverters

Our newest IQ8 Microinverters are the industry's first microgrid-forming, software defined microinverters with split-phase power conversion capability to convert DC power to AC power efficiently. The brain of the semiconductor-based microinverter is our proprietary application specific integrated circuit (ASIC) which enables the microinverter to operate in grid-tied or off-grid modes. This chip is built in advanced 55nm technology with high speed digital logic and has superfast response times to changing loads and grid events, alleviating constraints on battery sizing for home energy systems.



Part of the Enphase Energy System, IQ8 Series Microinverters integrate with the IQ Battery, IQ Gateway, and the Enphase App monitoring and analysis software.

Enphase 25 year limited warranty

IQ8 Series Microinverters redefine reliability standards with more than one million cumulative hours of power-on testing, enabling an industry-leading limited warranty of up to 25 years.

Connect PV modules quickly and easily to IQ8 Series Microinverters using the included Q-DCC-2 adapter cable with plug-n-play MC4 connectors.

UL CERTIFIED

IQ8 Series Microinverters are UL listed as PV Rapid Shutdown Equipment and conform with various regulations, when installed according to manufacturer's instructions.

Easy to install

- Lightweight and compact with plug-n-play connectors
- Power Line Communication (PLC) between components
- Faster installation with simple two-wire cabling

High productivity and reliability

- Produce power even when the grid is down*
- More than one million cumulative hours of testing
- Class II double-insulated enclosure
- Optimized for the latest high-powered PV modules

Microgrid-forming

- Complies with the latest advanced grid support**
- Remote automatic updates for the latest grid requirements
- Configurable to support a wide range of grid profiles
- Meets CA Rule 21 (UL 1741-SA) and IEEE 1547:2018 (UL 1741-SB 3rd Ed.)

Note:

IQ8 Microinverters cannot be mixed together with previous generations of Enphase microinverters (IQ7 Series, IQ6 Series, etc) in the same system.

*Only when installed with IQ System Controller 2, meets UL 1741.
**IQ8 and IQ8Plus support split-phase, 240V installations only.

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IQ8SP-12A-DS-0067-03-EN-US-2022-12-27

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IQ8 and IQ8+ Microinverters

INPUT DATA (DC)		IQ8-60-2-US	IQ8PLUS-72-2-US
Commonly used module pairings[1]	W	235 – 350	235 – 440
Module compatibility		60-cell / 120 half-cell	54-cell / 108 half-cell, 60-cell / 120 half-cell, 66-cell / 132 half-cell and 72-cell / 144 half-cell
MPPT voltage range	V	27 – 37	27 – 45
Operating range	V	16 – 48	16 – 58
Min. / Max. start voltage	V	22 / 48	22 / 58
Max. input DC voltage	V	50	60
Max. continuous input DC current	A	10	12
Max. input DC short-circuit current	A	25	
Max. module I_{sc}	A	20	
Overvoltage class DC port		II	
DC port backfeed current	mA	0	
PV array configuration		1 x 1 Ungrounded array; No additional DC side protection required; AC side protection requires max 20A per branch circuit	

OUTPUT DATA (AC)		IQ8-60-2-US	IQ8PLUS-72-2-US
Peak output power	VA	245	300
Max. continuous output power	VA	240	290
Nominal (L-L) voltage / range[2]	V	240 / 211 – 264	
Max. continuous output current	A	1.0	1.21
Nominal frequency	Hz	60	
Extended frequency range	Hz	47 – 68	
AC short circuit fault current over 3 cycles	Arms	2	
Max. units per 20 A (L-L) branch circuit[3]		16	13
Total harmonic distortion		<5%	
Overvoltage class AC port		III	
AC port backfeed current	mA	30	
Power factor setting		1.0	
Grid-tied power factor (adjustable)		0.85 leading – 0.85 lagging	
Peak efficiency	%	97.7	
CEC weighted efficiency	%	97	
Night-time power consumption	mW	60	

MECHANICAL DATA	
Ambient temperature range	-40°C to +60°C (-40°F to +140°F)
Relative humidity range	4% to 100% (condensing)
DC Connector type	MC4
Dimensions (H x W x D)	212 mm (8.3") x 175 mm (6.9") x 30.2 mm (1.2")
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
Environ. category / UV exposure rating	NEMA Type 6 / outdoor

COMPLIANCE	
Certifications	CA Rule 21 (UL 1741-SA), UL 62109-1, IEEE 1547:2018 (UL 1741-SB 3rd Ed.), FCC Part 15 Class B, ICES-0003 Class B, CAN / CSA-C22.2 NO. 107.1-01 This product is UL Listed as PV Rapid Shutdown Equipment and conforms with NEC 2014, NEC 2017, and NEC 2020 section 690.12 and C22.1-2018 Rule 64-218 Rapid Shutdown of PV Systems, for AC and DC conductors, when installed according to manufacturer's instructions.

(1) Pairing PV modules with wattage above the limit may result in additional clipping losses. See the compatibility calculator at https://link.enphase.com/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.

Certificate Of Completion

Envelope Id: 93EC9BCC-D559-8791-8300-B30701E61A26
Status: Completed
Subject: FOR SIGNATURES - Net Metering Agreement - Joshua Burgos - ELE/260842
Source Envelope:
Document Pages: 28
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
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
6/15/2026 10:53:02 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: 6/15/2026 10:54:12 AM Viewed: 6/17/2026 11:32:49 AM Signed: 6/17/2026 2:59:43 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: 6/17/2026 2:59:44 PM Viewed: 6/22/2026 7:13:44 AM Signed: 6/22/2026 7:14:08 AM
Electronic Record and Signature Disclosure: Accepted: 6/22/2026 7:13:44 AM ID: b3f8fa2e-c40b-4010-9830-30cfac4b259b		
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: 6/22/2026 7:14:09 AM Viewed: 6/22/2026 8:31:56 AM Signed: 6/22/2026 8:32:05 AM
Electronic Record and Signature Disclosure: Accepted: 6/22/2026 8:31:56 AM ID: 76b10be1-5094-4962-9585-0a2a4ef0759a		

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	6/15/2026 10:54:12 AM
Certified Delivered	Security Checked	6/22/2026 8:31:56 AM
Signing Complete	Security Checked	6/22/2026 8:32:05 AM
Completed	Security Checked	6/22/2026 8:32:05 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: 3CF5337F-F98D-8665-807E-ACC7CDD6A48E

FIRST AMENDMENT TO AGREEMENT FOR WRECKER AND TOWING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR WRECKER AND TOWING SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **MICHAEL LESSARD, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 20-2196763) ("Contractor").

WHEREAS, on April 4, 2024, City and Contractor entered into an Agreement for Wrecker and Towing Services (the "Original Agreement"), City of Ocala Contract Number: FLT/240413, for a term of two (2) years, from April 5, 2024 to April 4, 2026; and

WHEREAS, City and Contractor now desire to extend the Original Agreement for the first of two (2) additional one (1) year renewal periods available under the terms of the Original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one (1) year term beginning **APRIL 5, 2026**, and terminating **APRIL 4, 2027**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for up to **ONE (1)** additional **ONE (1) YEAR** period upon written agreement between the parties.
4. **COMPENSATION.** City shall pay Contractor an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000)** (the "Contract Sum") over the one (1) year Renewal Term as full and complete compensation for the timely and satisfactory performance of services in accordance with the Contract Documents. The pricing in this Agreement shall only be adjusted by written amendment executed by both parties.
5. **NOTICES.** All notices, certifications or communications required by this 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:

Michael Lessard, Inc.
Attention: Michael Lessard
2157 NE Jacksonville Rd.
Ocala, Florida 34470
Phone: 352-629-6677
E-mail: lisa@candmtowing.org

Docusign Envelope ID: 3CF5337F-F98D-8665-807E-ACC7CDD6A48E

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

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

7. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.

8. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 7/1/2026.

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

MICHAEL LESSARD, INC.

Signed by: Michael Lessard
D2DAB6BCAF0D417...

By: Michael Lessard
(Printed Name)

Title: President
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: 3CF5337F-F98D-8665-807E-ACC7CDD6A48E
Status: Completed
Subject: SIGNATURE: First Amendment - Wrecker and Towing Services - Michael Lessard, Inc. (FLT/240413)
Source Envelope:
Document Pages: 2
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/23/2026 2:32:08 PM
Security Appliance Status: Connected

Holder: April Adolf
aadolf@ocalafl.gov
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
Michael Lessard lisa@candmtowing.org President Security Level: Email, Account Authentication (None)	Signed by: Michael Lessard D2DAB6BCAF0D417... Signature Adoption: Pre-selected Style Using IP Address: 216.255.253.121	Sent: 6/23/2026 3:16:29 PM Viewed: 6/24/2026 11:12:23 AM Signed: 6/24/2026 11:13:26 AM
Electronic Record and Signature Disclosure: Accepted: 6/24/2026 11:12:23 AM ID: 7090c471-30b2-4aae-b8d4-c32c711a5100		
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: 6/24/2026 11:13:27 AM Viewed: 6/24/2026 5:08:40 PM Signed: 6/24/2026 5:09:15 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: 6/24/2026 5:09:16 PM Viewed: 7/1/2026 8:31:58 AM Signed: 7/1/2026 8:32:47 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: 7/1/2026 8:32:48 AM Viewed: 7/1/2026 10:58:46 AM Signed: 7/1/2026 10:59:03 AM
Electronic Record and Signature Disclosure: Accepted: 7/1/2026 10:58:46 AM ID: ce8b54a6-d43a-4b81-bc0c-e89598f289c5		

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	6/23/2026 3:16:29 PM
Certified Delivered	Security Checked	7/1/2026 10:58:46 AM
Signing Complete	Security Checked	7/1/2026 10:59:03 AM
Completed	Security Checked	7/1/2026 10:59:03 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.

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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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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: FDF15650-660E-8C51-8163-AA9E7B62F2FB

FIRST AMENDMENT TO AGREEMENT FOR BULK DIESEL EXHAUST FLUID SUPPLY AND DELIVERY

THIS FIRST AMENDMENT TO AGREEMENT FOR BULK DIESEL EXHAUST FLUID SUPPLY AND DELIVERY ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **PALMDALE OIL COMPANY, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-2358666) ("Vendor").

WHEREAS, on April 21, 2023, City and Vendor entered into an Agreement for Bulk Diesel Exhaust Fluid Supply and Delivery (the "Original Agreement"), City of Ocala Contract Number: FLT/230029, for a term of three (3) years, from April 19, 2023, through April 18, 2026; and

WHEREAS, City and Vendor now desire to renew the Original Agreement for the first of two (2) additional one (1) year renewal periods available under the terms of the Original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM**. The Original Agreement is hereby renewed for an additional one (1) year term beginning **APRIL 19, 2026** and terminating **APRIL 18, 2027**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for up to **ONE (1)** additional **ONE (1) YEAR** period upon written agreement between the parties.
4. **COMPENSATION.** City shall pay Vendor an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000)** over the one (1) year renewal term as full and complete compensation for the timely and satisfactory performance of services in accordance with the Contract Documents.
5. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Palmdale Oil Company, Inc.
Attention: Jessica Whited
911 N. 2nd Street
Fort Pierce, Florida 34950
Phone: 954-978-3835
E-mail: jwhited@palmdaleoil.com

Docusign Envelope ID: FDF15650-660E-8C51-8163-AA9E7B62F2FB

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

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

7. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.

8. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 6/18/2026.

ATTEST:

Signed by: Angel B. Jacobs
8DB3574C28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by: Ken Whitehead
5877F71E38874F4...
Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by: William E. Sexton, Esq.
4A55AB8AED04F3...
William E. Sexton, Esq.
City Attorney

PALMDALE OIL COMPANY, INC.

Signed by: Jessica Whited
E58B4068AFB949D...

By: Jessica Whited
(Printed Name)

Title: Sales Operations Manager
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: FDF15650-660E-8C51-8163-AA9E7B62F2FB
Status: Completed
Subject: SIGNATURE: First Amendment Bulk Diesel Exhaust Fluid Supply and Delivery - Palmdale Oil (FLT/230029)
Source Envelope:
Document Pages: 2
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/17/2026 8:44:41 AM
Security Appliance Status: Connected

Holder: April Adolf
aadolf@ocalafl.gov
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
Jessica Whited jwhited@palmdaleoil.com Sales Operations Manager Security Level: Email, Account Authentication (None)	Signed by: Jessica Whited E56B4068AFB949D... Signature Adoption: Pre-selected Style Using IP Address: 50.146.152.178	Sent: 6/17/2026 9:09:29 AM Viewed: 6/17/2026 10:12:55 AM Signed: 6/17/2026 10:13:11 AM
Electronic Record and Signature Disclosure: Accepted: 10/27/2025 12:16:15 PM ID: f74bbfc6-baff-4e82-aabd-bc29bb1aba20		
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: 6/17/2026 10:13:12 AM Viewed: 6/17/2026 10:20:28 AM Signed: 6/17/2026 10:31:54 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/17/2026 10:31:55 AM Viewed: 6/18/2026 4:23:00 PM Signed: 6/18/2026 4:23:48 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: 6/18/2026 4:23:49 PM Viewed: 6/24/2026 9:10:45 AM Signed: 6/24/2026 9:10:59 AM
Electronic Record and Signature Disclosure: Accepted: 6/24/2026 9:10:45 AM ID: 3eaf17f8-844f-43b0-83eb-45e1b9d9caa1		

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	6/17/2026 9:09:30 AM
Certified Delivered	Security Checked	6/24/2026 9:10:45 AM
Signing Complete	Security Checked	6/24/2026 9:10:59 AM
Completed	Security Checked	6/24/2026 9:10:59 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..

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Docusign Envelope ID: A44D172B-4119-80C5-8348-AD58694F8DD2

CONTRACT# OFR/260766

stryker

1 Year PLT, BATT, PM - Renewal

Quote Number:	11282572		
Version:	1	Division:	Medical
Prepared For:	OCALA FIRE DEPT	Rep:	Meredith Roberts
	Attn:	Email:	
		Phone Number:	
GPO:	CUSTOMER CONTRACT		
Quote Date:	05/13/2026		
Expiration Date:	08/11/2026	DUAL Service Rep Name:	Daniel Jica
		DUAL Service Rep Email:	daniel.jica@stryker.com
Contract Start:	07/28/2026		
Contract End:	07/27/2027		

Delivery Address		**Sold To - Shipping**		**Bill To Account**	
Name:	OCALA FIRE DEPT	Name:	OCALA FIRE DEPT	Name:	OCALA FIRE DEPT
Account #:	20106991	Account #:	20106991	Account #:	20106991
Address:	505 NW MARTIN LUTHER KING JR AVE	Address:	505 NW MARTIN LUTHER KING JR AVE	Address:	505 NW MARTIN LUTHER KING JR AVE
	OCALA		OCALA		OCALA
	Florida 34475-5810		Florida 34475-5810		Florida 34475-5810

ProCare Products:

#	Product	Description	Months	Qty	Discount %	Sell Price	Total
1.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR *09/28/2026 - 07/27/2027* √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	10	16	15.0%	$25,187.20	$20,989.33
2.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR *12/01/2026 - 07/27/2027* √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	8	1	15.0%	$1,574.20	$1,049.47
3.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	12	12	15.0%	$24,214.80	$24,214.80
4.0	LIFEPK35-FLD-PRO	ProCare-SVC-LP35-FIELD-REPAIR *12/28/2026 - 07/27/2027* √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	7	2	15.0%	$4,119.10	$2,402.81
					ProCare Total:		$48,656.41

Price Totals:

Docusign Envelope ID: A44D172B-4119-80C5-8348-AD58694F8DD2

CONTRACT# OFR/260766

stryker

1 Year PLT, BATT, PM - Renewal

Quote Number:	11282572		
Version:	1	Division:	Medical
Prepared For:	OCALA FIRE DEPT	Rep:	Meredith Roberts
	Attn:	Email:	
		Phone Number:	
GPO:	CUSTOMER CONTRACT		
Quote Date:	05/13/2026		
Expiration Date:	08/11/2026	DUAL Service Rep Name:	Daniel Jica
		DUAL Service Rep Email:	daniel.jica@stryker.com
Contract Start:	07/28/2026		
Contract End:	07/27/2027		

Peter Lee 6/26/2026
Authorized Customer Signer (Printed) Date

Meredith Roberts 6/18/2026
Stryker Authorized Signature (Printed) Date

DocuSigned by: Peter Lee 6/26/2026
5BB28E162F2E4C2...
Authorized Customer Signature Date

DocuSigned by: Meredith Roberts 6/18/2026
338B4D298CC8451...
Stryker Authorized Signature Date

Purchase Order Number

Approved as to form and legality:

Signed by: William E. Sexton, Esq.
A45ABBABED84F3...
William E. Sexton, Esq.
City Attorney

Service Terms and Conditions:
The Terms and Conditions outlined in this quote, as well as any resulting Customer purchase order, are governed by the Terms and Conditions specified in the Terms Addendum to ProCare Medical Quote attached hereto. However, these Terms and Conditions do not apply if the Customer and Stryker are bound by a Master Service Agreement or by a separate written agreement that governs the purchase or sale of goods and/or services.

This is not an Invoice

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Docusign Envelope ID: A44D172B-4119-80C5-8348-AD58694F8DD2

CONTRACT# OFR/260766

Equipment Service Plan

Line Item #	Model	ProCare Materials	Serial #
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3523IN42
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3523IN70
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3523IN71
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3523IN72
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3523IN73
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3523IN74
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3523IN75
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3523IN76
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3523IN77
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3523IP07
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3524IY07
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3524IY08
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3524IY09
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3524IY11
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3524IY12
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3524IY15
2.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3525MF48
3.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50669709
3.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50669799
3.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50669821
3.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50669833
3.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50669987
3.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50670075
3.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50670124
3.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50670948
3.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50670957
3.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50670976
3.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50851318
3.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50851333
4.0	99335-000031	ProCare-SVC-LP35-FIELD-REPAIR	55172809
4.0	99335-000031	ProCare-SVC-LP35-FIELD-REPAIR	55172814

Docusign Envelope ID: A44D172B-4119-80C5-8348-AD58694F8DD2

ProCare® Services

Our ProActive approach

With ProCare Services, we offer you operational and financial peace of mind through three comprehensive offerings: **ProCare Preventive Maintenance, ProCare Protect and ProCare Prevent.** You will have confidence in your device's state of readiness along with these additional benefits of your service plan.

Your service details are:

Parts, labor and travel (PLT)

Our most inclusive service offering. All parts, labor and travel associated for repairs of contracted products are included in the cost of the service agreement. This does not include replacement of soft goods or accessories (i.e. mattresses, restraints, removable parts) and is not available for AEDs.

Preventive Maintenance (PM)

Contracted products receive an annual PM for the length of the service agreement. PM-only agreements do not cover any necessary repairs identified through the PM process. For details on preventive maintenance, refer to applicable product sheet. Preventive maintenance can also be done as individual billable work.

- **Additional Preventive Maintenance:** Contracted products on a PM-only contract can receive an additional PM at the 6-month mark for the length of the service agreement.

Case Change

Stryker defibrillators, AEDs and LUCAS® products with this entitlement are allowed an agreed upon and documented number of case changes, upon failure, during the length of the service agreement.

Special Ops

This is a premium, fully customizable service based on your installed assets. This white-glove experience is designed to complete large scale PM projects in a short amount of time, typically within a week. Services include PM's, product unboxing and set up, power washing, all repair work as well as other customer or field initiatives.

Maintenance inspections

Stryker Medical products past their service life, with this entitlement, will receive one maintenance inspection annually for the duration of the service agreement. This does not include any repair work or any work that is part of the PM process. Additional inspections are available for purchase.

Battery service

Stryker Medical products with this entitlement can have the batteries replaced, as a one-for-one swap, upon failure, during the length of the service agreement.

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: LUCAS, ProCare, Stryker.
All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

3800 E. Centre Avenue
Portage, MI 49002 USA

stryker.com

08/2025
E C-GSNPS-BROC-2126150_REV-0_en_us Copyright © 2025 Stryker

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Docusign Envelope ID: A44D172B-4119-80C5-8348-AD58694F8DD2

ADDENDUM TO PROCARE MEDICAL QUOTE

This Addendum ("**Addendum**") is entered into by and between the facility listed on the Quote ("**Customer**") and Stryker Sales, LLC, acting through its Medical Division ("**Stryker**") and modifies the ProCare Medical Quote ("**Quote**"). The terms of this Addendum will apply to Customer's purchase of Services as outlined in the Quote for Service. In the event of a conflict or inconsistency between the Quote and this Addendum, relative to Service, this Addendum will govern.

1. **Effective Date and Term.** The term of this Addendum shall be coterminous with the Quote ("**Term**").
2. **Service.** Stryker will perform the repair and maintenance services as described in the Quote (collectively, the "**Services**") to the Equipment set forth on the Quote ("**Equipment**").
3. **Service Terms and Conditions.** Services will be subject to the terms and conditions set forth in this Addendum.
4. **Product Maintenance**. Customer is required to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer covenants and agrees that its appropriate user personnel will follow the instructions and contents of those manuals, labels and inserts.
5. **Warranty and Limitations of Warranty**. During the Term, Stryker warrants, with the exception of software maintenance services, the following:
   a. Stryker has the experience, capability and resources to perform the Services, and Stryker further represents and warrants that the Services will be performed in a workmanlike manner and with professional diligence and skill;
   b. Services will comply with all applicable laws and regulations and all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or pertinent governing, accrediting or advisory body, including The Joint Commission having authority to set standards for healthcare facilities;
   c. If the Services are to be performed on Customer's premises, Stryker represents and warrants that Stryker will comply with all applicable safety laws and Customer's then current safety and other applicable regulations, all human resource policies and health and drug and alcohol screening policies; provided that Customer has provided advance written notification of such rules, regulations and policies to Stryker;
   d. Stryker currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, and qualifications required to perform the Services.
   e. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, AND STRYKER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
6. **Limitation of Liability**. EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER THE SECTION HEREOF ENTITLED "INDEMNIFICATION," STRYKER'S LIABILITY ARISING UNDER THIS ADDENDUM WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID UNDER THIS ADDENDUM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.
7. **Customer Obligations.** Customer will use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities will not be a breach of this Addendum. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under Addendum and represents that it will obtain all necessary consents from patients.
8. **Limitations and Exclusions from Service.** Notwithstanding any other provision set forth herein, the Services not covered under this Addendum as determined by Stryker in its sole discretion are as follows: (a) abnormal wear or damage caused by reckless or intentional misconduct, abuse, neglect or failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment; (b) catastrophe, fire, flood or act(s) of God; (c) damage resulting from faulty maintenance, improper storage, repair, handling or improper use (including use of non-Stryker accessories or consumables), damage and/or alteration by non-Stryker-authorized personnel; (d) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (e) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (f) service Stryker cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (g) service to the Equipment if the Equipment or the Equipment site is contaminated with potentially infectious and/ or biohazardous substances; (h) Equipment that has been repaired or used with any unauthorized or non-Stryker components or by an unauthorized or non-Stryker third party; or (i) any Services provided by the Stryker Medical division do not include batteries (unless stated in Stryker's quote), mattresses, disposable items, IV poles or rust or corrosion damage; Customer agrees to provide personal protective equipment ("**PPE**") to OnSite/Clinical Specialists. Notwithstanding anything else in this Addendum in the event Customer fails to provide appropriate industry-standard PPE to all OnSite Specialists, as determined in Stryker's sole discretion, then Stryker may immediately, in its sole discretion: (i) suspend the OnSite Specialist Coverage until Customer provides such PPE; or (ii) terminate the applicable Service.
9. **Indemnification.** Stryker shall indemnify Customer from any third party liability and/or damages which Customer suffers directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising solely from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or

instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.
Notwithstanding anything contained herein, Customer's obligation to indemnify Stryker shall not exceed $200,000 per person or $300,000 per incident or occurrence, as set forth in section 766.28, Florida Statutes.

10. **Insurance**. Stryker shall maintain the following insurance coverage during the Term: (i) commercial general liability insurance, including coverage for products and completed operations liability, with limits of $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate applying to Stryker's liability for bodily injury, personal injury, and property damage; (ii) automobile liability insurance with a combined single limit of $1,000,000.00 each accident covering Stryker's use of owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law subject to statutory limits and employer's liability insurance with limits of $1,000,000.00 each accident and/or $1,000,000.00 each employee and policy limit for disease covering Stryker's employees. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. Notwithstanding any other requirements within this Addendum to the contrary, to the extent allowed by applicable law or regulation, Stryker shall be permitted to meet the above insurance requirements through a program of self-insurance.

11. **Confidentiality.** Stryker and Customer: (i) shall hold in confidence this Addendum and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (ii) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a Party hereunder shall not limit or preclude any other available equitable or legal remedies. Notwithstanding the foregoing, the term "Confidential Information" shall not include any information which constitutes a public record pursuant to Florida's Public Records Act, Chapter 119, Florida Statutes.

12. **Non-Solicitation and Non-Hire**. Customer agrees that, during the Term and for a period of one (1) year following Service, it will not solicit any employees of Stryker to terminate their employment with Stryker, unless Stryker consents in writing.

13. **Background Check**. Stryker warrants that all of its employees who will be on a Customer's premises to perform Services will have undergone a criminal background check as part of Stryker's hiring practice. The background check consists of the following:
    a. Education verification, which includes a review of employee's submitted educational institutions to ensure proper accreditation;
    b. Employment history verification;
    c. SSN trace, including address history verification;
    d. OFAC Watch List search, including a search of global terrorist and national drug trafficker lists;
    e. FDA Debarment and Disqualified/Restricted List search;
    f. OIG/HHS Exclusion List check;
    g. EPLS/GSA Exclusion List check;
    h. Criminal history search, including a National Criminal Database (NCD) search and a national sex offender registry search and a search of all jurisdictions where the employee has lived or worked during the last seven years; and
    i. Motor vehicle check

    During the Term, a Customer may request a meeting with Stryker to review the performance, behavior or expectations of Stryker service personnel who are assigned to provide service at Customer's facility. Any Stryker service personnel who willingly and knowingly violate Customer's rules, regulations, procedures, or policies may be removed from Customer's facility at Customer's option and will be replaced by Stryker promptly.

14. **Independent Contractor.** The relationship between the Parties is that of independent contractors. It is mutually agreed that Stryker is at all times acting and performing as an independent contractor with respect to Customer, and nothing is intended nor shall be construed to create an employer/employee relationship between Stryker and Customer. It is agreed that any person employed by Stryker to perform hereunder shall not be deemed to be an employee of Customer, and Stryker and Stryker's employees, agents or representatives shall not be, or represent themselves to be, officers, employees, agents or representatives of Customer.

15. **Miscellaneous**. No Party shall be liable for failure of or delay in performing obligations set forth in this Addendum, and no Party shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes reasonably beyond the control of such Party. This Addendum shall be governed by and construed in accordance with the laws of the State of Michigan* and the Parties consent and agree that any and all litigation arising from this Addendum will be conducted by state or federal courts located in the State of Michigan. This Addendum shall inure to the benefit of, and be binding upon, Customer and Stryker and their respective successors and assigns. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the preceding sentence will be void. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the Parties concerning the subject matter of this Addendum. In the event of an inconsistency or conflict between this Addendum and any purchase order, invoice, or similar document, this Addendum will control. The sections entitled Warranty and Limitation of Warranties, Indemnification, Limitation of Liability, Confidentiality and Miscellaneous of this Addendum shall survive its termination or expiration.
    *This Addendum shall be governed by the laws of the state of Florida. Any dispute arising under or relating to this Addendum shall be resolved exclusively in the courts of Marion County, Florida, and the parties consent to the jurisdiction and venue of such courts.

****

Modifications to Addendum to ProCare Medical Quote approved by STRYKER SALES, LLC, MEDICAL DIVISION:

By: DocuSigned by: Meredith Roberts 338B4D298CC8451...

Printed Name: Meredith Roberts

Title: Sr. Sales Manager

Date: 6/18/2026

Docusign Envelope ID: A44D172B-4119-80C5-8348-AD58694F8DD2

stryker

PURCHASE ORDER FORM

Does the Customer require a PO# on invoices for payment? ☐ **No** ☐ **Yes**
If yes, do not use this form.

Check box confirming BILL TO and SHIP TO on quote is accurate. ☐

	Customer # - 20106991
Company Name	OCALA FIRE DEPT
Contact or Dept	
Phone	
Email	

Stryker Quote #	**Grand Total Amount**
11282572	$48,656.41

Authorized Customer:

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Check box if anything attached ☐

Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goodsand services on the Stryker Quote.

***Service Terms and Conditions:**
The Terms and Conditions outlined in this quote, as well as any resulting Customer purchase order, are governed by the Terms and Conditions specified in the Terms Addendum to ProCare Medical Quote attached hereto. However, these Terms and Conditions do not apply if the Customer and Stryker are bound by a Master Service Agreement or by a separate written agreement that governs the purchase or sale of goods and/or services

Certificate Of Completion

Envelope Id: A44D172B-4119-80C5-8348-AD58694F8DD2
Status: Completed
Subject: SIGNATURE: ProCare Services Agreement - Stryker Sales, LLC (OFR/260766)
Source Envelope:
Document Pages: 7
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

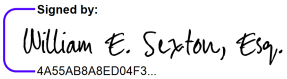
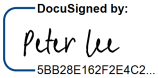
Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/12/2026 8:27:29 AM
Security Appliance Status: Connected

Holder: April Adolf
aadolf@ocalafl.gov
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by:  4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/12/2026 9:34:19 AM Viewed: 6/17/2026 3:00:01 PM Signed: 6/17/2026 3:01:08 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Meredith Roberts meredith.roberts@stryker.com Sr. Sales Manager Security Level: Email, Account Authentication (None)	DocuSigned by: 338B4D298CC8451... Signature Adoption: Pre-selected Style Using IP Address: 192.80.128.11	Sent: 6/17/2026 3:01:10 PM Viewed: 6/18/2026 11:12:41 AM Signed: 6/18/2026 1:08:43 PM
Electronic Record and Signature Disclosure: Accepted: 6/18/2026 11:12:41 AM ID: c1a713eb-baa9-4301-8472-adcbef083f30		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by:  5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/18/2026 1:08:45 PM Viewed: 6/26/2026 4:01:56 PM Signed: 6/26/2026 4:02:24 PM
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	6/12/2026 9:34:19 AM
Certified Delivered	Security Checked	6/26/2026 4:01:56 PM
Signing Complete	Security Checked	6/26/2026 4:02:24 PM
Completed	Security Checked	6/26/2026 4:02:24 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: B4A0468D-531A-89BF-80BB-5405A49BF671

CONTRACT #ITS/260713

SEIBOLD SECURITY OF FLORIDA INC.

PROPOSAL

Exhibit A

SEIBOLD SECURITY OF FLORIDA INC.
11609 Prosperous Drive, Odessa, FL 33556

SEIBOLD SECURITY OF FLORIDA INC.
Phone: 813-920-0055
Fax: 813-920-1221

Buyer: Kenneth Szczerba
City of Ocala City Hall 3rd Floor
110 SE Watula Avenue
Ocala, FL 34471

Phone: 352.843.9396
Fax: 0

Ship to: **City of Ocala City Hall 3rd Floor**
110 SE Watula Avenue
Ocala, FL 34471

Date: April 24, 2026
Job: 0

Qty.	Part Number	Description

Seibold will replace the bad Mantrap board .

The board has a 45 day lead time.

001-035-214-529-52-46010

Qty.	Part #	Description
1	16208	02PN8HI-PE Replacement Control

NET INVESTMENT **$6,615.00**

DELIVERED AND INSTALLED.
Permits (if required), State and Local Taxes are Additional. **Proposal valid for 15 days**

Terms: Exhibit B	**Quote #** FP3578			**Sub Total**	$0.00
Sales Rep. Franklin Potter	**Address:** 11609 Prosperous Dr		**City:** Odesa, FL. 33556	**Freight**	$0.00
Est. Shipping Date: see above	**Cell Phone:** 727-729-2869			**Sales Tax**	
Remarks: Thank you for this opportunity to quote. Your business is greatly appreciated.				**Total**	$0.00
By signing customer acceptance I understand and agree to the terms and conditions contained in Exhibit A & B of this agreement. (Please initial each page.)	**ACCEPTED FOR BUYER:** DocuSigned by: Christopher Watt 8C89B0F07228433...			**Date:** 6/18/2026	
	PRINT NAME: Christopher Watt				
Accepted By Seibold:		**Title:**		**Date:**	

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

Docusign Envelope ID: B4A0468D-531A-89BF-80BB-5405A49BF671

Exhibit B

TERMS AND CONDITIONS OF SALE

The following terms and conditions of sale apply to all quotations made and orders accepted by Seibold Security, Inc. is hereinafter referred to as "Seller", the company ordering goods and/or services are hereinafter referred to as "Buyer", and the goods or services listed on this order are hereinafter referred to as the "Goods".

Acceptance. All orders are subject to acceptance by Seller in writing at Seller's executive offices in Rochester, New York. IF BUYER'S ORDER CONTAINS TERMS ADDITIONAL TO OR DIFFERENT FROM THE TERMS AND CONDITIONS CONTAINED IN THE QUOTATION, THEN SELLER'S ACCEPTANCE OF BUYER'S ORDER IS EXPRESSLY MADE CONDITIONAL ON BUYER'S ASSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND SELLER REJECTS BUYER'S PROPOSED ADDITIONAL AND DIFFERENT TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS SHALL CONSTITUTE THE ENTIRE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH MAY HEREAFTER BE MODIFIED, ALTERED OR AMENDED ONLY BY WRITTEN INSTRUMENT EXECUTED BY THE AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. Buyer's placement of an order for the Goods listed on the quotation shall constitute Buyer's assent to these terms and conditions. Buyer's acceptance of any Goods covered by the quotation shall also constitute Buyer's assent to these terms and conditions.

Price. The quoted prices are Seller's current prices and apply only to the specified quantity and delivery schedule quoted. All prices quoted are subject to change, without notice, at any time. Any variations in quantities specified and/or delivery may necessitate a revision of such prices. Prices are quoted F.O.B. Shipping Point. All prices quoted are subject to an increase equal in amount to any taxes that the Seller may be required to pay or collect under any existing or future law upon or with respect to the sale, purchase, delivery, transportation, storage, processing, use or consumption of any of the Goods covered hereby, including taxes upon or measured by receipts from sales. Such additional amounts may be invoices separately from the invoice for Goods.

Payment Terms and Credit. Payment terms are net 30 days from the date of Seller's invoice, unless otherwise specified. No cash discount permitted. Seller may, at any time, suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action. A finance charge of the lesser of 1½% per month, 18% ANNUAL PERCENTAGE RATE, or the highest rate permitted by law, shall be charged on all amounts unpaid 30 days after the date of invoice. Buyer is responsible for any collection costs, attorney fees and/or court costs Seller may incur in order to collect any outstanding account balance owed.

Buyer's Equipment. If Buyer is to provide Seller with any tooling relating to this order, such equipment must be delivered to Seller within 30 days of Seller's acceptance of this order. If Buyer fails to timely deliver such equipment, Seller may, at its option, cancel this order or adjust the price for the goods as warranted by such delay. Such remedies shall be in addition to all of Seller's other remedies arising hereunder and at law or in equity.

Equipment supplied by Buyer shall be in a condition to make goods of the quality and quantity desired by Buyer. Buyer shall be responsible for the conformity of Buyer's equipment's to the blueprints and/or design drawings for the ordered Goods. Buyer shall clearly mark any such supplied equipment as that of Buyer, and all charges and expense of transporting such equipment to Seller, or other designated place, shall be borne by Buyer.

Seller has no responsibility or liability for loss or damage to Buyer's equipment. When for two consecutive years no orders have been received by Seller requiring the use of Buyer's equipment referred to in this paragraph, Seller may dispose thereof as it sees fit without liability to Buyer after 30 days notice to Buyer at Buyer's last known address. Any scrap or salvage value of such disposed equipment shall belong to Seller, in addition to any payments due from Buyer for storage and maintenance costs.

Seller's Tooling and Designs. All tools, designs, dies, etc. acquired or constructed by Seller for Buyer, notwithstanding any charge therefore, shall be and remain the property of Seller and shall be in the possession and control of Seller.

Shipments and Force Majeure. Seller shall exercise its reasonable judgment in routing shipments unless detailed instructions are given. Seller reserves the right to make shipments in installments and this contract shall be severable as to such installments. If shipments are delayed by Buyer, payments are due from the date when Seller is prepared to make shipments. Goods held for Buyer are at Buyer's sole risk and expense.

If an estimated time of shipment is made on the quotation, it is understood that it is approximate only and the time for performance will begin to run only upon Seller's acceptance of Buyer's order and receipt of all specifications and equipment to be provided by Seller. Seller shall not be responsible for delay in shipments and/or for non-performance hereunder, in whole or in part, if such delay and/or non-performance shall be due to fires, floods, strikes, work stoppages or slow downs, accidents, casualties, inability to produce raw materials, delays in transportation however caused, or any other causes beyond Seller's control.

Limited Warranty and Limited Liability. Seller is responsible for rejected, defective or non-conforming Goods only to the extent of repairing or replacing them, or allowing credit to the invoice price. This warranty does not include, and Seller shall not otherwise be responsible for machine work, welding, labor charges or other losses or damages of any kind or description whatsoever caused by defective or non-conforming Goods unless Buyer has advance authorization from Seller to incur these expenses and the maximum amount of such expenses to be incurred has been agreed to in writing by Seller. **NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PARTICULAR PURPOSE SHALL APPLY AND THE ABOVE STATED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, IN RESPECT OF ANY GOODS.** Seller's warranty shall not be enlarged and no obligation or liability shall arise out of Seller's rendering of technical advice, facilities or services in connection with Buyer's order for the Goods furnished hereunder.

Seller's liability and the liability of any affiliate of Seller on any claim of any kind for any loss or damage arising out of or connected with, or resulting from Buyer's order or from the performance thereof or from the manufacture, sale, delivery, resale, installation, inspection, repair, operation or use of any Goods covered by the quotation shall in no case exceed the invoice price allocable to such Good(s) which give rise to the claim and shall terminate thirty (30) days after Buyer's receipt from carrier. **SELLER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSSES, DAMAGES OR EXPENSES, DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE GOODS, OR FROM ANY OTHER CAUSE RELATING THERETO, AND SELLER'S LIABILITY HEREUNDER IN ANY CASE IS EXPRESSLY LIMITED TO THE FOREGOING WHETHER SUCH CLAIMS ARE BASED ON CONTRACT, ORAL OR OTHERWISE INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.**

Claims. Claims for error in weight or number must be made in writing within ten (10) days after Buyer's receipt of Goods from carrier. In the event goods furnished hereunder are rejected or claimed to be defective or non-conforming, Seller shall be given ample opportunity for inspection and such claims must be made in writing within six (6) months after Buyer's receipt of Goods from carrier. Goods may not be returned for credit until and unless Seller consents in writing to accept such Goods. Goods returned without Seller's written consent will be credited upon Seller's evaluation of same.

~~**Indemnification of Seller.** In the event of any claims, suits or proceedings either directly or indirectly arising out of or connected with or resulting from the defective design or application of goods manufactured hereunder, Buyer shall defend any such suit or proceeding brought against Seller its affiliates therewith and hold harmless and indemnify Seller and its affiliates against any and all damages and expenses including attorneys fees from such claims, suits or proceedings to damages or injuries.~~

Patents. Buyer agrees to defend at its own expense, all suits and claims against the Seller or its affiliates for an alleged violation for infringement of any patent, trademark, copyright or any other proprietary or intellectual property right in any way accruing from the purchase and/or use or resale of the Goods covered hereunder. Seller may, at its option and at Buyer's expense, be represented by and actively participate through its own counsel in any such suit or proceedings. Buyer agrees to indemnify and hold the Seller and its affiliates harmless from loss, damage or expense of any kind whatsoever including costs and attorneys' fees arising from such alleged violation or infringement.

Cancellation. Buyer may cancel its order after acceptance by Seller only upon Seller's written consent. Buyer will be charged for any goods manufactured or in process prior to cancellation, for the cost of related equipment discarded upon such cancellation and other cancellation charges as Seller deems warranted.

Seller may cancel any order or any part thereof for any reason at Seller's convenience upon written notice to Buyer. Upon such cancellation, Buyer hereby waives all claims for damage, including without limitation any loss of anticipated profits and agrees to accept as Buyer's sole remedy the reasonable additional costs of obtaining substitute goods of the same quantity and quality provided that in no event shall such costs exceed the price of the order or part thereof so terminated at stated herein. Any claim for adjustment not asserted by Buyer within thirty (30) days from the date of such termination shall be deemed to have been waived by Buyer.

Risk of Loss. The risk of loss of the Goods will pass to Buyer upon delivery of the goods to a carrier at Seller's Shipping Point.

Waiver. No waiver, discharge or renunciation of any claim or right of Seller arising out of breach of these terms and conditions by Buyer will be effective unless in writing signed by Seller and supported by consideration. Any waiver by Buyer or breach by Buyer will be a waiver of that breach only and not of any prior or subsequent breach.

Assignment-Delegation. No right or interest herein shall be assigned, nor any obligation delegated, by Buyer without Seller's written permission.

Exclusive Agreement. This agreement, and any documents referred to herein, supersede all prior understandings, transactions and communication, whether oral or written, with respect to the matters referred to herein and from the complete contract between the Buyer and Seller.

Setoff. Payment for the Goods will be subject to setoff or recoupment for any present or future claims which Seller or any of its companies may have against Buyer.

Severability. In the vent that any paragraph or clause of this agreement is held or declared unenforceable or void for any reason, all paragraphs and clauses hereof which can be effected without such voided paragraphs or clauses shall remain in full force and effect.

Applicable Law. This contract and the obligations arising hereunder shall be governed by and construed according to the laws of the State of Florida.

City Contract Provisions. The document titled "City Contract Provisions," attached hereto, is incorporated into this Agreement.

Docusign Envelope ID: B4A0468D-531A-89BF-80BB-5405A49BF671

CITY CONTRACT PROVISIONS

PUBLIC RECORDS. Seller shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Seller shall:

A. Keep and maintain public records required by the public agency to perform the service.
B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Seller does not transfer the records to the public agency.
D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Seller or keep and maintain public records required by the public agency to perform the service. If Seller transfers all public records to the public agency upon completion of the contract, Seller shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Seller keeps and maintains public records upon completion of the contract, Seller shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to waive sovereign immunity by the Buyer to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

Certificate Of Completion

Envelope Id: B4A0468D-531A-89BF-80BB-5405A49BF671
Status: Completed
Subject: SIGNATURE - Replacement of Mantrap Board (ITS/260713)
Source Envelope:
Document Pages: 3
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
5/13/2026 4:02:59 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/13/2026 4:05:05 PM Viewed: 5/20/2026 3:01:26 PM Signed: 6/17/2026 4:19:25 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Christopher Watt cwatt@ocalafl.org Chief of Staff Security Level: Email, Account Authentication (None)	DocuSigned by: Christopher Watt 8C80B9F07388433... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/17/2026 4:19:28 PM Viewed: 6/18/2026 8:59:34 AM Signed: 6/18/2026 9:00:09 AM
Electronic Record and Signature Disclosure: Accepted: 6/18/2026 8:59:34 AM ID: 079578d4-d86d-4866-87a9-cd11fd3e6e5e		

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	5/13/2026 4:05:06 PM
Envelope Updated	Security Checked	6/2/2026 1:18:13 PM
Envelope Updated	Security Checked	6/2/2026 1:18:14 PM
Envelope Updated	Security Checked	6/2/2026 1:18:14 PM
Certified Delivered	Security Checked	6/18/2026 8:59:34 AM
Signing Complete	Security Checked	6/18/2026 9:00:09 AM
Completed	Security Checked	6/18/2026 9:00:09 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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T-HANGAR LEASE AGREEMENT

THIS T-HANGAR LEASE AGREEMENT is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation and **Flyboys Enterprises Inc**.

WHEREAS, the City of Ocala is the owner and operator of the Ocala International Airport (the "Airport") located in Ocala, Marion County, Florida;

WHEREAS, City has T-Hangar units available for lease at the Airport;

WHEREAS, Lessee desires to lease a T-Hangar unit at Airport from City; and

WHEREAS, City is willing to lease to Lessee the T-Hangar unit identified in Section 1 below at the Airport subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Lessee agree as follows:

TERMS AND CONDITIONS:

1. **LEASED PREMISES**. City hereby leases to Lessee, and Lessee leases from City, T-Hangar Unit Number: **T-4** located at the Ocala International Airport and more particularly shown in **Exhibit A** attached hereto (the "Hangar" or "Leased Premises").

   A. City reserves the right to deny access to the Airport and its facilities to any person, firm, or corporation that fails or refuses to obey and comply with the rules and regulations contained herein.

   B. City shall purchase a Hangar lock for use on Hangar doors. One key will be provided to and maintained by Lessee. The master key will be maintained by the Airport Director or authorized representative. Under no circumstances shall Lessee be permitted to replace the Hangar lock provided by City. Use of any other lock on Hangar doors shall constitute a breach of this Lease. Loss of the Hangar lock or Lessee's Hangar lock key shall result in the City's assessment of either a re-key and/or lock replacement charge in accordance with the current Airport Fee Schedule which shall become due and payable as part of Lessee's monthly rent on the next monthly rental cycle.

   C. City, through its officers, agents, servants or employees, reserves the right to enter the Leased Premises at any time to perform any and all duties or obligations which City is authorized or required to do under the terms of this Lease or to perform its governmental duties under federal, state, or local rules, regulations, and laws (including, but not limited to, inspections under applicable health, mechanical, building, electrical, plumbing, and Fire Codes) or other health, safety, and general welfare regulations. All routine inspections shall be done during normal business hours and in conformity with City's Airport policies (including those requiring two employees to be present during inspections). City shall leave a notice on the premises following inspections indicating the time and date of the inspection, who was present, and the purpose of the inspection; provided, however, no notice shall be required if: (a) the inspection was a law enforcement purpose; or (b) the City had previously mailed a notice to Lessee, at least a week prior to the inspection, advising Lessee of the week in which the inspection would occur and the purpose of the inspection.

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2. **EFFECTIVE DATE, TERM, AND TERMINATION.**

A. **Effective Date and Lease Term**. This Lease shall commence on **June 15, 2026** shall become effective on the date fully executed by both Parties (the "Effective Date"), and shall continue in effect from month-to-month thereafter (the "Lease Term") unless and until terminated by either party as provided herein.

B. **Termination.** This Lease shall be terminable at will by either party, without cause, upon providing advance written notice to the other party no less than **THIRTY (30) DAYS'** prior to termination. Termination of this Lease shall have no effect upon the rights or responsibilities of the parties accruing prior to termination.

(1) Should Lessee be declared bankrupt, incompetent, or become deceased, this Lease shall immediately terminate and shall not be considered to be part of Lessee's estate nor shall it become an asset of any appointed or assigned guardian, trustee, or receiver.

(2) City shall have the right to terminate this Lease and retake possession of the Leased Premises should Lessee fail to make timely payment of rent, fail to provide proof of required insurance, use the Leased Premises for any illegal or unauthorized purpose, file bankruptcy, abandon or leave the Leased Premises vacant or unoccupied for **ONE HUNDRED TWENTY (120) DAYS**, or violates any of the terms and conditions of this Lease.

(3) Upon termination or expiration of this Lease, Lessee shall peaceably vacate the Leased Premises.

C. **Remedies**. If any default occurs under this Lease, City shall have the right to pursue all remedies available at law or equity, including the termination of this Lease and all rights of Lessee hereunder. Notwithstanding City's termination of the Lease, Lessee shall remain liable to City for all claims for damages, costs or attorneys' fees arising prior to such termination.

3. **CONSIDERATION.**

A. **Rent.** As rent for the use of the Leased Premises, Lessee shall pay to City monthly, in advance, the amount of **$340.48 /Month**. Any other payments made by Lessee under this Lease shall be considered additional rent, regardless of whether the payments are so designated. The term "Rent," as referenced herein, shall include monthly rent and additional rent. City shall have the same remedies for Lessee's failure to pay additional rent as it does for Lessee's failure to pay monthly rent.

B. **Payment of Rent**. Monthly rental payments are due on or before the first (1st) day of each month without billing of Lessee by City. Unless expressly authorized by the City, rent shall be made payable to the "City of Ocala" and shall be delivered or paid in person to: **City of Ocala, c/o Ocala International Airport, 1770 SW 60th Avenue, Suite 600, Ocala, Florida 34474**. Payments made by credit card may be subject to a credit card processing fee.

C. **Late Charge**. Rent shall be considered past due if City has not received full payment by the fifteenth (15th) day of the month for which payment is due. Without limiting City's termination rights as provided by this Lease, City shall assess a late penalty charge in the amount of **TWENTY-FIVE AND NO/100 DOLLARS ($25.00)**.

D. **Adjustments to Rent**. City reserve the right to increase the amount of rent from time to time, in its sole discretion, and shall provide written notice of said increase to Lessee no less than **THIRTY (30) DAYS** prior to the effective date of the rental increase.

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4. **USE OF LEASED PREMISES.** Unless otherwise authorized by City in writing, Lessee shall use the Leased Premises and associated utilities on a non-commercial basis only for the storage, operation, and maintenance of the following Federal Aviation Administration ("FAA")-registered aircraft:

Year, Make and Model of Aircraft: Mooney M20J

N#: 201VY

A. Any change to the aircraft expressly identified in this Section shall be reported in writing to the Airport Director within **TEN (10) DAYS** thereof.

B. The Leased Premises are to be used only for the storage of aircraft and other aviation-related items owned or leased by Lessee. Lessee's use of the Leased premises for any other purpose shall constitute a material breach of this Lease.

C. Lessee shall not use the Leased Premises for any commercial purposes. The storage of aircraft used by Lessee in connection with its customary non-aviation related business shall not be considered to be a commercial purpose. Under no circumstances will the sale of goods or services by Lessee from the Leased Premises be authorized.

D. Lessee may maintain a small refrigerator in the Leased Premises, but only if the wiring capacity of the Leased Premises can support such usage.

E. City reserves the right to assess, as additional rent, charges for extraordinary consumption of utilities by Lessee, as reasonably determined by City in its sole discretion.

F. All aircraft stored in the Leased Premises must be airworthy. Short-term storage of non-operational aircraft for the purposes of maintenance, repair or refurbishment shall be allowed. However, aircraft may not be inoperable or under repair for a period greater than **ONE HUNDRED TWENTY (120) DAYS**, consecutively without City approval, unless such condition is caused by circumstances beyond Lessee's control (e.g., inability to obtain parts).

G. Lessee shall abide by all Airport rules and regulations, minimum standards, City ordinances, applicable federal and state statutes, and regulations of the FAA, as they may from time to time be amended, including environmental laws regarding the handling, discharge, release and dumping of any hazardous substance, and such rules, regulations, and ordinances are incorporated by reference herein and made a part hereof.

H. No explosives or combustible materials shall be permitted within or about the Hangar except for fuel in aircraft tanks or small containers of lubricants, cleaning materials, and other aviation-related materials stored in EPA or local Fire Marshall approved containers or cabinets.

I. No refueling of the aircraft is allowed while any part of the aircraft remains inside the Hangar.

J. The exclusive means of access to the Leased Premises shall be through the T-Hangar access gate via the T-Hangar access road.

K. With the exception of loading or unloading of aircraft on the FBO apron, Lessee shall not operate any motor vehicle on the Airport apron, runway system, or Taxiway A system at any time.

L. Lessee shall be allowed to park its motor vehicle in the Hangar while Lessee is in the Hangar or when the aircraft is out and in use. Otherwise, all motor vehicles belonging to Lessee or its guests or licensees shall be parked only in the public parking area outside of the fence.

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M. Lessee shall not allow its aircraft engine to be run inside a Hangar.

5. **MAINTENANCE OF THE LEASED PREMISES.** Lessee shall maintain the Leased Premises and all improvements in a condition that is clean, free of debris, safe, sanitary, and in good repair and shall not accumulate or permit the accumulation of any trash, refuse or debris or of anything that is unsightly or which creases a fire hazard or nuisance or causes an inconvenience to adjoining properties.
   A. City shall maintain the structural integrity of the Hangar, including doors, and shall provide Lessee with access to water, electricity and normal building maintenance.
   B. City shall provide and maintain one (1) fire extinguisher in the Hangar. Should the City's inspection of the premises reveal that the City-owned fire extinguisher is missing, Lessee shall be responsible for replacement of the fire extinguisher with a model of comparable size and quality, at its sole expense.
   C. Lessee shall maintain the interior of the Hangar in a neat and orderly condition, and shall keep the Hangar floor clean and clear of excess oil grease, or toxic chemicals.
   D. Lessee shall make no structural, electrical, or any other modifications or alterations to the Leased Premises, or remove any structures, wiring, plumbing or other facilities, without first submitting to City the plans and specifications for the proposed modifications and obtaining a written approval from City (which approval may be subject to reasonable conditions imposed by City) and without first obtaining all applicable permits from governments with jurisdiction over the activities.
   E. All fixtures, alterations, changes and improvements built, constructed or placed on the Leased Premises by Lessee shall, at City's option, become the property of City and remain on the Leased Premises at the expiration or earlier termination of this Lease, or City may require Lessee to restore the Leased Premises, in whole or in part, to its condition prior to such fixtures, alterations, changes or improvements.
   F. Lessee shall be responsible for all damages to the premises caused by Lessee or arising from Lessee's use of the premises, except those caused by "acts of God," or those arising from normal wear and tear or from deliberate or negligent acts of City or its employees. If Lessee fails to promptly repair any damages for which it is responsible hereunder after notification by City, City may, but shall not be obligated to, make repairs at Lessee's expense which shall become due and payable as part of Lessee's rent on the next monthly billing cycle.
   G. Upon termination of this Lease by either party, a joint inspection of the Leased Premises shall be conducted and any unsatisfactory conditions shall be documented on the T-Hangar Check-Out Form attached hereto as **Exhibit B**. Should Lessee fail to promptly repair any damages or replace any items for which it is responsible hereunder after City provides notice and demand for same, City may, but shall not be obligated to, make repairs at Lessee's expense. City reserves the right to deduct the cost of any such repairs from Lessee's refundable hangar deposit.

6. **AIRCRAFT MAINTENANCE AND REPAIRS.** The following provisions shall govern the short-term maintenance, repair or refurbishment of aircraft stored in the Leased Premises.
   A. All repair of aircraft shall be governed by and performed in compliance with Part 43 of the Federal Aviation Administration Regulations (14 C.F.R. Part 43). Those terms defined in Part 43 shall have the same meaning in this paragraph.

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B. Hazardous activities, including, but not limited to, smoking, welding, painting, doping, open fuel lines, open flames, or the application of hazardous substances are expressly prohibited in the Hangar.

C. Minor aircraft self-maintenance such as would normally be performed by an aircraft owner by himself or with his own employees without the benefit of an aircraft mechanic shall be allowed to be performed in the Hangar.

D. Lessee's possessing a valid mechanic's certificate or who are otherwise authorized by the FAA shall be permitted to perform any maintenance and repairs on its own aircraft unless: (1) the work constitutes powerplant major repairs; or (2) the work being performed in the Hangar will require the installation of a fire-suppression system in the Hangar.

E. Lessee's possessing a valid mechanic's certificate or who are otherwise authorized by the FAA shall be permitted to perform maintenance and repairs on aircraft belonging to others only pursuant to the City's Airport Minimum Standards including applicable liability insurance requirements.

F. The provisions of this Section shall not apply to experimental aircraft construction and maintenance to the extent they are exempt from the provisions of Part 43 of the Federal Aviation Administration Regulations, but such activities shall be subject to other applicable Federal Aviation Administration Regulations (e.g., 14 C.F.R. §65.104).

7. **INDEMNIFICATION AND INSURANCE.**

A. **Indemnity**. Lessee agrees to indemnify and hold City and its elected officials, employees, agents, and volunteers harmless from and against any and all liabilities, judgments, costs, damages, expenses, claims, actions or demands of any kind and nature, by any person whatsoever, including, without limitation, personal property damage, injury or death to a person arising out of the activities of Lessee, its agents, employees, contractors or invitees on the Leased Premises, except those caused by the deliberate or negligent act or failure to act of City or its agents or representatives.

B. **Insurance.** The City may maintain fire and casualty insurance on the premises for its benefit but such insurance shall not cover any property of Lessee and all proceeds payable thereunder shall be the sole property of City. If the Leased Premises are damaged by any casualty not the result of the negligent or deliberate acts of Lessee, its licensees, invitees, and guests, City may terminate this Lease or may, at its option, repair the damage. If City elects to repair, rent shall be abated until repairs are completed.

C. Lessee shall at its sole cost repair any damage to the premises resulting from negligent or deliberate acts of Lessee, its agents, employees, contractors, invitees and guests.

D. City shall not be responsible for any damage to any property of Lessee (including, without limitation, aircraft) or of others located on the Leased Premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise. City shall not be liable for any injury or damage to persons or property resulting from fire, smoke, explosion, falling plaster, steam, gas, electricity, water, rain, or leaks from any part of the premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place of by dampness or by any other cause of whatsoever nature. City shall not be liable for any latent defect in the Leased Premises or in the building of which they form a part. All property of Lessee kept or stored on the Leased Premises shall be so kept or stored at the risk of Lessee only and Lessee shall hold City harmless from any and all claims arising out of damage to

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same, including subrogation claims by Lessee's insurance carriers, except those caused by the deliberate or negligent act or failure to act of City or its agents or representatives.

8. **CONDITION OF PREMISES; NO WARRANTIES.**
   A. City represents and warrants that the Leased Premises comply with applicable building and fire codes in effect at the time of its construction, and that any changes in such codes since such time do not require additional improvements (except upon a rebuilding or renovation thereof).
   B. EXCEPT AS SET FORTH IN THE PRECEDING SUBPARAGRAPH,
      (1) LESSEE ACKNOWLEDGES THAT BY ENTERING INTO POSSESSION OF THE PREMISES, IT SHALL BE DEEMED: TO HAVE INSPECTED THE PREMISES; AND TO HAVE ACCEPTED THE PREMISES "AS IS," "WITH ALL FAULTS" OF ANY NATURE WHATSOEVER; AND
      (2) LESSEE ACKNOWLEDGES THAT NEITHER CITY NOR ANY AGENT OF CITY HAS MADE ANY WARRANTY OR REPRESENTATION, OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE PREMISES, INCLUDING, WITHOUT LIMITATION, SOIL CONDITIONS, ENVIRONMENTAL CONDITIONS, BUILDING CONSTRUCTION OR SUITABILITY OF THE PREMISES FOR LESSEE'S PURPOSES.

9. **NOTICES.** All notices required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

If to Lessee:	At the address, fax number, or e-mail address Identified underneath Lessee's signature line.
If to City of Ocala:	City of Ocala – Ocala International Airport 1770 SW 60th Avenue, Suite 600 Ocala, Florida 34474 Fax: 352-861-2227
Copy to:	Daphne M. Robinson, Esq. – Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 Email: notices@ocalafl.gov

10. **MISCELLANEOUS PROVISIONS.**
   A. **Governing Law.** This Lease 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.
   B. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Lease occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Lease 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

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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 Lease, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

C. **Jury Waiver**. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS LEASE, 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.

D. **Attorney's Fees**. If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Lease, 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.

E. **Amendment**. No amendment to this Lease shall be effective except those agreed to in writing and signed by both parties to this Lease.

F. **Severability of Illegal Provisions**. Wherever possible, each provision of this Lease shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Lease be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Lease.

G. **Rights of Third Parties**. Nothing in this Lease, whether express or implied, is intended to confer any rights or remedies under or because of this Lease on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Lease is intended to relieve or discharge the obligation or liability of any third persons to any party to this Lease, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Lease.

H. **Assignment**. Neither party may assign this Lease 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.

I. **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

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limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Lease and shall be fully binding until any proceeding brought under this Lease is barred by any applicable statute of limitations.

J. **Public Records**. **IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City of Ocala, Office of The City Clerk; City Hall, 110 SE Watula Avenue, Ocala, FL 34471; Phone: 352-629-8266; Email: clerk@ocalafl.gov.**

K. **Electronic Signatures**. City, 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 Lease. Further, a duplicate or copy of the Lease that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Lease for all purpose.

L. **Entire Lease**. This Lease, including exhibits, (if any) constitutes the entire Lease between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, Leases or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Lease. 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 Lease. No representations, understandings, or Leases have been made or relied upon in the making of this Lease other than those specifically set forth herein.

M. **Legal Authority**. Each person signing this Lease on behalf of either party individually warrants that he or she has full legal power to execute this Lease 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 Lease.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ATTEST

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

Matthew Grow, Airport Director
(Pursuant to City Council Resolution: 2003-57, adopted April 8, 2003)

06/11/2026
Date Signed

Approved as to form and legality

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04E3...

William E. Sexton
City Attorney

LESSEE

Lessee Signature

Kevin Marovich, Owner
Printed Name of Lessee

06/11/2026
Date Signed

7600 S Magnolia Ave
Street Address of Lessee

Ocala, FL 34476
City, State, and Zip Code of Lessee

954-857-4495
Phone Number of Lessee

954-263-8800 (Chase Marovich, VP)
Alternate Phone Number of Lessee

kev747@aol.com
E-Mail Address of Lessee

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EXHIBIT A

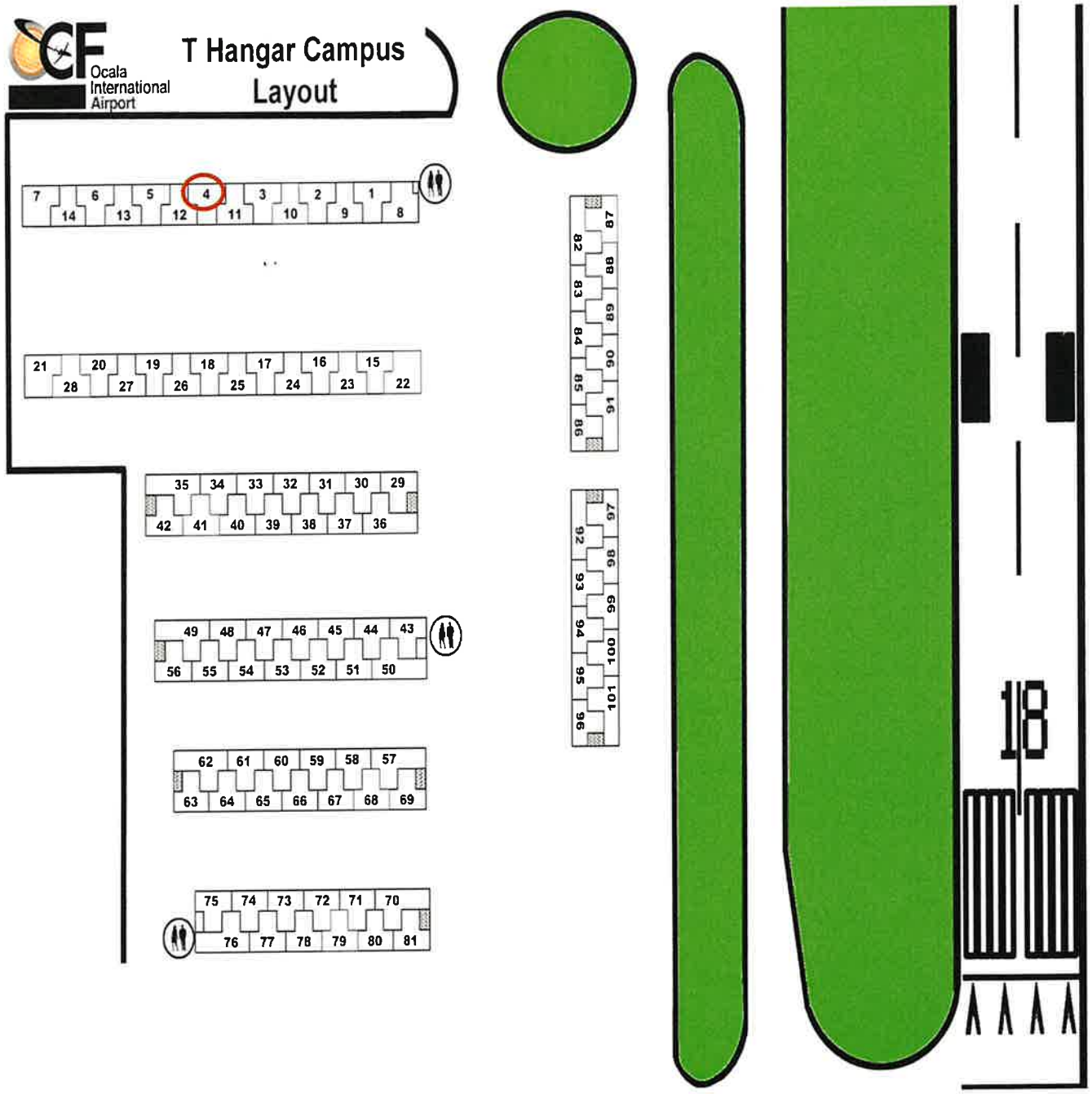

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EXHIBIT B

T-HANGAR CHECK OUT FORM

Lessee Name: Kevin Marovich

T-Hangar No.: 4

Move Out Date:_____

Inspection Date:_____

Time Of Inspection:_____

Inspected By:_____

Unless otherwise noted, the premises is in clean, good working order and undamaged.

Keys/Lock/Fire Extinguisher	☐
Cleanliness of Hangar	☐
Damage to space	☐
Grease/Oil/Chemicals	☐
Furniture/equipment Left in Hangar	☐

REMARKS:_____

_____

_____

Signatures:

Airport:_____

Lessee:_____

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EXHIBIT C

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FAA REGISTRY

N-Number Inquiry Results

N-NUMBER ENTERED: 201VY

AIRCRAFT DESCRIPTION

Serial Number	24-0403	Status	Valid
Manufacturer Name	MOONEY	Certificate Issue Date	09/30/2025
Model	M20J	Expiration Date	09/30/2032
Type Aircraft	Fixed Wing Single-Engine	Type Engine	Reciprocating
Pending Number Change	None	Dealer	No
Date Change Authorized	None	Mode S Code (base 8 / Oct)	50313654
MFR Year	1978	Mode S Code (Base 16 / Hex)	A197AC
Type Registration	Corporation	Fractional Owner	NO

REGISTERED OWNER

Name	FLYBOYS ENTERPRISES INC		
Street	7600 S MAGNOLIA AVE		
City	OCALA	State	FLORIDA
County	MARION	Zip Code	34476-6862
Country	UNITED STATES		

AIRWORTHINESS

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INFORMATION PROVIDED HERE SHOULD NOT BE USED TO DETERMINE THE AIRWORTHINESS OF AN AIRCRAFT.

Refer to 14 CFR Parts 39, 43, 91, and FAA Order 8130.2 for airworthiness regulations and guidance.

Type Certificate Data Sheet	None	Type Certificate Holder	None
Engine Manufacturer	LYCOMING	Classification	Special Flight Permit
Engine Model	I0360 SER A&C	Category	Ferry Flights
A/W Date	06/14/1997	Exception Code	No

The information contained in this record should be the most current Airworthiness information available in the historical aircraft record. However, this data alone does not provide the basis for a determination regarding the airworthiness of an aircraft or the current aircraft configuration. For specific information, you may request a copy of the aircraft record at https://aircraft.faa.gov/e.gov/ND/

OTHER OWNER NAMES

None

TEMPORARY CERTIFICATES

None

FUEL MODIFICATIONS

None

You are accessing a U.S. Government authorized information system, which includes (1) this computer, (2) this computer network, (3) all computers connected to this network, (4) all devices and storage media attached to this network or to a computer on this network, and (5) all cloud services and hosting environments supporting this information system. This information system is provided for U.S. Government-authorized use only.

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Unauthorized or improper use of this system may result in disciplinary action, as well as civil and criminal penalties.

By logging in and using this information system, you understand and consent to the following:

- ***You have no reasonable expectation of privacy regarding communications or data transiting or stored on this information system.***
- ***At any time, and for any lawful Government purpose, communication between the user and this information system, data transiting to/from the system, or stored on this system is subject to monitoring, interception, and search.***
- ***Any communications or data transiting or stored on this information system may be disclosed or used for any lawful Government purpose.***

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Detail by Entity Name

Florida Profit Corporation
FLYBOYS ENTERPRISES, INC.

Filing Information

Document Number	P18000010605
FEI/EIN Number	82-4286298
Date Filed	01/31/2018
Effective Date	02/01/2018
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	02/27/2021

Principal Address

7600 S Magnolia Ave
Ocala, FL 34476

Changed: 04/20/2025

Mailing Address

7600 S Magnolia Ave
Ocala, FL 34476

Changed: 04/20/2025

Registered Agent Name & Address

Marovich, Kevin
7600 S Magnolia Ave
Ocala, FL 34476

Name Changed: 02/27/2021

Address Changed: 04/20/2025

Officer/Director Detail

Name & Address

Title PVST

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MAROVICH, KEVIN
2420 NE 34 COURT
LIGHTHOUSE POINT, FL 33064

Title D

MAROVICH, KEVIN
2420 NE 34 COURT
LIGHTHOUSE POINT, FL 33064

Title VP

Marovich, Chase Marlin
2420 NE 34 COURT
LIGHTHOUSE POINT, FL 33064

Annual Reports

Report Year	Filed Date
2024	02/27/2024
2025	04/20/2025
2026	02/20/2026

Document Images

02/20/2026 -- ANNUAL REPORT	View image in PDF format
04/20/2025 -- ANNUAL REPORT	View image in PDF format
02/27/2024 -- ANNUAL REPORT	View image in PDF format
01/31/2023 -- ANNUAL REPORT	View image in PDF format
03/23/2022 -- ANNUAL REPORT	View image in PDF format
02/27/2021 -- REINSTATEMENT	View image in PDF format
01/31/2018 -- Domestic Profit	View image in PDF format

Certificate Of Completion

Envelope Id: 1D6404FE-78AA-87B4-83A2-ABC2B7F7A906
Status: Completed
Subject: Signature-(AIR) 260838 T- Hangar Lease Agreement
Source Envelope:
Document Pages: 17
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
6/11/2026 2:26:44 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: 6/11/2026 2:27:25 PM Viewed: 6/17/2026 11:06:21 AM Signed: 6/17/2026 11:25:29 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
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: 6/17/2026 11:25:30 AM Viewed: 6/17/2026 11:43:15 AM Signed: 6/17/2026 11:43:31 AM
Electronic Record and Signature Disclosure: Accepted: 6/17/2026 11:43:15 AM ID: 1221bdc9-53b9-4954-b1af-930d428f4f62		

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	6/11/2026 2:27:25 PM
Certified Delivered	Security Checked	6/17/2026 11:43:15 AM
Signing Complete	Security Checked	6/17/2026 11:43:31 AM
Completed	Security Checked	6/17/2026 11:43:31 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 6B6596E5-DA94-8115-80B4-757919194BF9

FIRST AMENDMENT TO AGREEMENT FOR STORMWATER GROUND MAINTENANCE SERVICES - NORTHWEST

THIS FIRST AMENDMENT TO AGREEMENT FOR STORMWATER GROUND MAINTENANCE SERVICES - NORTHWEST ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **SOUTHERN LAWN CARE MID FLORIDA, INC.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 27-4898723) ("Contractor").

WHEREAS, on April 11, 2025, City and Contractor entered into an Agreement for Stormwater Ground Maintenance Services (the "Original Agreement"), City of Ocala Contract No.: PWD/240905, for a term beginning April 2, 2025, and ending April 1, 2028; and

WHEREAS, City and Contractor wish to add a location to be serviced under the terms of the Original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor 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 and replaced in its entirety 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:	Southern Lawn Care Mid Florida, Inc. Attention: Tim McQuaig 13900 NE 41st Terrace Anthony, Florida 32617 Phone: 352-304-3921 E-mail: kawboy32x@gmail.com
If to City of Ocala:	Patricia Lewis, Interim Director City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-88248 E-mail: notices@ocalafl.gov

Docusign Envelope ID: 6B6596E5-DA94-8115-80B4-757919194BF9

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.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 6/18/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

SOUTHERN LAWN CARE MID FLORIDA, INC.

DocuSigned by:
TIM MCQUAIG
5F5BAB04FEEA49A...

By: TIM MCQUAIG
(Printed Name)

Title: President
(Title)

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NORTHWEST DRAINAGE RETENTION AREAS - LOCATIONS				
ITEM	DESCRIPTION	**Est. Acre**	**UOM**	**UNIT COST**
PWD/NW 01	DRA #3+B8:B220 NW 21st Street & NW 3RD AVE. MOW & WEEDEAT TOP AND SLOPES OF DRA TO FENCELINES TO THE NORTH, MOW TO THE STREET ON THE EAST,WEST AND SOUTH, MOW TO THE WEST AND NORTH PROPERTY LINE OF PARCEL 25317-000-00. BRUSHBACK NORTH FENCELINE OF ANY GROWTH ON OR OVER HANGING LIMBS	0.33	EA	$ 150.00
PWD/NW 02	DRA #138: NW 25TH ST & NW 5TH AVE (2 TRIANGLES) MOW BOTH TRIANGLE LOTS BETWEEN NW 8TH AVE, NW 24TH PL AND NW 25TH AVE WEEDEAT AROUND TREES, SIGNS ETC.	0.55	EA	$ 75.00
PWD/NW 03	DRA 137: NW 26TH ST & NW 6TH AVE. MOW TOP & SLOPES. WEED EAT FENCELINES TO THE NORTH AND EAST, MOW TO THE ROAD ON THE WEST AND SOUTH. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS. WEEDEAT AROUND TREES, SIGNS, ETC.	0.19	EA	$ 45.00
PWD/NW 04	DRA 136: 2800 BLK OF NW 3RD TERR. (PROVIDENCE NORTH) MOW TOP & SLOPES, WEEDEAT ALL FENCLINES ON THE INSIDE, MOW FROM OUTSIDE OF FENCE TO ROAD, WEEDEAT OUTSIDE FENCLINE, AROUND SIGNS, EDGE MIAMI CURBING ALONG ROAD. BRUSHBACK ALL FENCELINES OF ANY GROWTH OR OVER HANGING LIMBS	2.91	EA	$ 45.00
PWD/NW 05	DRA 135: NW 31ST ST & NW 4TH AVE. (PROVIDENCE NORTH) MOW TOP & SLOPES TO THE WOOD LINE TO THE NORTH AND WEST SIDES, MOW TO THE ROAD TO THE EAST AND TO FENCELINE TO THE SOUTH. EDGE MIAMI CURBING ALONG THE ROAD. WEEDEAT FENCELINE, AROUND TREES, SIGNS, ETC. BRUSHBACK ANY ENCROACHING GROWTH FROM THE WOODLINE ON THE NORTH AND WEST SIDE	0.19	EA	$ 45.00
PWD/NW 06	DRA 133: NW 10TH ST & NW 4TH AVE. MOW TOP AND SLOPES, WEEDEAT ALL FENCELINES AND AROUND STRUCTURES ON THE INSIDE. MOW AND WEEDEAT FROM FENCE TO ROAD ON NW 4TH AVE, WEEDEAT/EDGE STRIP FROM FENCE TO SIDEWALK ON NW 10TH ST. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	2.39	EA	$ 57.00
PWD/NW 07	DRA 134: NW 13TH ST & NW 4TH AVE (ENTER ALONG EASEMENT OFF OF 441/301 TO THE NORTH.) MOW TOP & SLOPES FROM SOUTH FENCELINE TO NORTH WOODLINE AND FROM BOTTOM OF 441 OVERPASS SLOPE TO EAST WOODLINE. WEEDEAT ALL FENCELINES IN THAT AREA	EA	EA	$ 57.00
PWD/NW 08	DRA 131: NW 8TH ST & NW 1ST AVE. MOW TOP & SLOPES, WEEDEAT ALL FENCELINES ON THE INSIDE. MOW FROM FENCE TO ROAD ON NW 8TH ST. EDGE SIDEWALK & WEEDEAT FENCELINE, MOW FROM FENCE TO ROAD ON NW 1ST AVE, WEEDEAT FENCELINE, BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	2.13	EA	$ 52.00
PWD/NW 09	DRA 129: NW 6TH ST & NW 5TH AVE. (ENTER SOUTH OF NW 5TH AVE/ NW 6TH ST INTERSECTION) MOW TOPS & SLOPES, WEEDEAT ALL FENCELINES ON THE INSIDE. MOW OUTSIDE FROM FENCE TO WEST WOODLINE ON THE OUTSIDE, WEEDEAT OUTSIDE WEST FENCELINE. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	0.6	EA	$ 98.00
PWD/NW 10	DRA 130: NW 4TH PL & NW 6TH TERR. MOW TOP & SLOPES, WEEDEAT ALL FENCELINES AND AROUND STRUCTURES ON THE INSIDE. MOW FROM FENCE TO ROAD ON NW 6TH TERRACE, EDGE SIDEWALK AND WEEDEAT FENCELINE. MOW FROM FENCE TO NEW BETHELS DRIVEWAY ON THE SOUTH SIDE, WEEDEAT FENCELINE, WEEDEAT FENCELINE ALONG PARKING LOT. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	4.6	EA	$ 63.00
PWD/NW 11	DRA 379: NW 2ND ST & NW 4TH TERR (ENTER AT DEAD END OF 4TH TERR) MOW TOP & SLOPES, WEEDEAT ALL FENCELINES AND AROUND STRUCTURES INSIDE. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	1.21	EA	$ 92.00
PWD/NW 12	DRA 157: 100 BLK OF NW 12TH AVE (SMALL TRIANGLE DRA AT DEAD END) MOW TOP & SLOPES FROM WOODLINE TO WALL , EDGE SIDEWALK. BRUSHBACK ANY ENCROACHING GROWTH FROM WOODLINE	0.08	EA	$ 46.00

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ITEM	DESCRIPTION	Est. Acre	U.O.M.	UNIT COST
PWD/NW 13	DRA 127: 1200 BLK OF NW 4TH ST (ACROSS FROM MADISON STREET) MOW TOP & SLOPES, WEEDEAT ALL FENCELINES INSIDE AND OUT, EDGE SIDEWALK ON NORTH SIDE, BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	0.64	EA	$ 110.00
PWD/NW 14	DRA 128: NW 7TH ST & NW 9TH AVE MOW TOP & SLOPES, WEEDEAT ALL FENCELINES AND AROUND STRUCTURES INSIDE, MOW/WEEDEAT OUT SIDE FROM FENCE TO ROAD ON THE WEST SIDE AND FROM FENCE TO ROAD ON NORTH SIDE, EDGE NORTH SIDE SIDEWALK, BRUSHBACK FENCELINES OF ANY GROWTH OR OVER HANGING LIMBS	0.16	EA	$ 402.00
PWD/NW 15	DRA 126: NW 4TH ST & NW 17TH AVE (JUST NORTH OF 4TH ST ON 17TH AVE) MOW TOP & SLOPES, WEEDEAT ALL FENCELINES ON THE INSIDE, MOW OUTSIDE FROM FROM FENCE TO ROAD ON EAST SIDE, WEEDEAT FENCELINE & EDGE CURBING, MOW 1 PASS ON OUTSIDE OF NORTH FENCELINE, WEEDEAT FENCELINE. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	0.25	EA	$ 46.00
PWD/NW 16	DRA 125: NW 7TH ST & NW 6TH CT (L-SHAPED DRA) MOW TOP & SLOPES, WEEDEAT ALL FENCELINES ON THE INSIDE, MOW OUTSIDE FROM FENCE TO ROAD ON SOUTH SIDE, WEEDEAT FENCELINE & EDGE MIAMI CURBING, MOW OUTSIDE FROM FENCE TO ROAD ON EAST SIDE, WEEDEAT FENCELINE & EDGE MIAMI CURBING, MOW OUTSIDE FROM FENCE TO ROAD ON NORTH SIDE, WEEDEAT FENCELINE. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	1.41	EA	$ 57.00
PWD/NW 17	DRA 124: 2000 BLK OF NW 6TH ST (AT THE DEAD END OF NW 6TH ST) MOW TOP & SLOPES, WEEDEAT ALL FENCELINES AND AROUND LIFT STATION ON THE INSIDE, MOW & WEEDEAT OUTSIDE FENCE AT DEAD END. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	0.69	EA	$ 69.00
PWD/NW 18	DRA 123: NW 8TH ST & NW 22ND AVE MOW TOP & SLOPES, WEEDEAT ALL FENCELINES ON THE INSIDE. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	0.33	EA	$ 52.00
PWD/NW 19	DRA 122: NW 8TH ST & NW 22ND CT (ENTER AT ALLEY WEST OF INTERSECTION) MOW TOP & SLOPES, WEEDEAT ALL FENCELINES ON THE INSIDE, MOW ALLEY FROM FENCE TO ROAD, WEEDEAT SOUTH FENCELINE. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	0.35	EA	$ 110.00
PWD/NW 20	DRA 121: NW OLD BLICHTON RD & NW 23RD AVE MOW TOP, SLOPES, AND BOTTOM, MOW TO ROAD ON NORTH, EAST AND SOUTH SIDES AND TO FENCELINE ON WEST SIDE. WEEDEAT AROUND ANY STRUCTURES SIGNS ETC.	0.25	EA	$ 46.00
PWD/NW 21	DRA 119: NW 7TH ST & NW 25TH AVE (NORTH DRA) MOW TOP & SLOPES, MOW TO ROAD ON SOUTH AND EAST SIDES, MOW TO PROPERTY LINE OF PARCEL # 2239-003-010 TO THE NORTH, MOW TO WOODLINE TO THE WEST, WEEDEAT AROUND SIGNS, STRUCTURES, TREES ETC.	1.32	EA	$ 52.00
PWD/NW 22	DRA 120: NW 7TH ST & NW 25TH AVE (SOUTH DRA) MOW TOP & SLOPES, MOW TO ROAD ON THE NORTH, EAST, AND SOUTH SIDES, MOW TO PROPERTY LINES OF PARCEL #'S 2268-001-001 & 2268-001-010 TO THE WEST, WEEDEAT AROUND SIGNS, STRUCTURES, ETC... KEEP FENCE AROUND NORTH SPILLWAY CLEAR OF ANY GROWTH	2.95	EA	$ 57.00
PWD/NW 23	DRA 118: 2800 BLK OF NW 8TH PL MOW TOP & SLOPES, WEEDEAT ALL FENCELINES ON THE INSIDE, MOW OUTSIDE FROM FENCE TO ROAD, WEEDEAT FENCELINE, BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	0.81	EA	$ 46.00
PWD/NW 24	DRA 142: NW 22ND ST & M.L.K AVE (EAST DRA) MOW TOP, SLOPES, AND BOTTOM FOLLOWING LINES PRESENTLY ESTABLISHED. MOW TO SIDEWALK ON WEST SIDE AND TO ROAD ON SOUTH SIDE, EDGE ALL SIDEWALKS	0.76	EA	$ 138.00
PWD/NW 25	DRA 143: NW 22ND ST & M.L.K AVE (WEST DRA) MOW TOP,SLOPES, AND BOTTOM. MOW TO WOODLINE TO THE NORTH, RAILROAD PROPERTY LINE TO THE WEST/SOUTH AND TO THE ROAD ON THE EAST. EDGE SIDEWALK, WEEDEAT AROUND SIGNS, STRUCTURES, ETC.	3.34	EA	$ 52.00

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ITEM	DESCRIPTION	Est. Acre	U.O.M.	UNIT COST
PWD/NW 26	DRA 140: NW 17TH PL & MLK AVE (NORTH DRA) MOW TOP,SLOPES, AND BOTTOM. MOW TO THE WOODLINE ON THE NORTH, EAST, AND SOUTH, MOW TO ROAD ON THE WEST, EDGE ALL SIDEWALKS, WEEDEAT AROUND SIGNS, TREES, STRUCTURES ETC.	6.8	EA	$ 46.00
PWD/NW 27	DRA 141: NW 16TH ST & M.L.K AVE MOW TOP, SLOPES, AND BOTTOM, MOW TO WOODLINE TO THE EAST AND SOUTH, MOW TO ROAD ON THE WEST, EDGE ALL SIDEWALKS, WEEDEAT AROUND SIGNS, TREES, STRUCTURES ETC.	3.59	EA	$ 46.00
PWD/NW 28	DRA 116: NW 14TH ST & NW 23RD AVE MOW TOP & SLOPES, MOW TO FENCELINES IN THE WEST AND SOUTH, MOW TO ROAD TO THE NORTH, MOW TO TREELINE/DIRT ROAD TO THE EAST, WEEDEAT WEST AND SOUTH FENCELINES, AROUND TREES, SIGNS, STRUCTURES ETC... BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	1.18	EA	$ 52.00
PWD/NW 29	DRA 113: NW 14TH ST & NW 20TH CT (LILLIAN BRYANT PARK) MOW TOP & SLOPES, WEEDEAT ALL FENCELINES ON THE INSIDE, WEEDEAT OUTSIDE FENCELINES ON THE NORTH,WEST, AND SOUTH. MOW DITCH FROM CHAIN ON 14TH NORTH TO DRA AND EAST TO FENCELINE. WEEDEAT EAST FENCELINE. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	0.78	EA	$ 138.00
PWD/NW 30	DRA 117: 1900 BLK OF NW 11TH ST MOW TOP & SLOPES, WEEDEAT ALL FENCELINES ON THE INSIDE, MOW OUTSIDE FROM FENCE TO ROAD ON NORTH SIDE , WEEDEAT FENCELINE, EDGE MIAMI CURBING, MOW OUTSIDE FROM FENCE TO ROAD ON EAST SIDE, WEDEAT FENCELINE. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	0.22	EA	$ 52.00
PWD/NW 31	DRA 114: NEXT TO 1412 NW 20TH AVE MOW TOP & SLOPES, WEEDEAT ALL FENCELINES ON THE INSIDE, MOW OUTSIDE FROM FENCE TO ROAD ON EAST SIDE, WEEDEAT FENCELINE & EDGE MIAMI CURBING, MOW OUTSIDE FROM FENCE TO ROAD ON WEST SIDE, WEEDEAT FENCELINE & EDGE MIAMI CURBING. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	0.23	EA	$ 57.00
PWD/NW 32	DRA 112: NW 17TH PL & NW 18TH PL MOW TOP & SLOPES, WEEDEAT ALL FENCELINES ON THE INSIDE, MOW OUTSIDE FROM FENCE TO ROAD ON EAST SIDE, EDGE SIDEWALK & WEEDEAT FENCELINE, MOW OUTSIDE FROM FENCE TO ROAD ON NORTH SIDE, EDGE SIDEWALK & WEEDEAT FENCELINE, WEEDEAT OUTSIDE OF WEST FENCELINE. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	0.37	EA	$ 97.00
PWD/NW 33	DRA 110: 1800 BLK OF NW 22ND AVE (NORTH DRA) MOW TOP & SLOPES, WEEDEAT ALL FENCELINES INSIDE AND OUTSIDE, MOW 2 PASSES ON THE NORTH,EAST, AND SOUTH SIDES, MOW FROM FENCE TO ROAD ON WEST SIDE, EDGE MIAMI CURBING. BRUSHBACK FENCELIINES OF ANY GROWTH OR OVERHANGING LIMBS	0.09	EA	$ 46.00
PWD/NE 34	DRA 111: 1800 BLK OF NW 22ND AVE (SOUTH DRA) MOW TOP & SLOPES, WEEDEAT ALL FENCELINES INSIDE & OUTSIDE, MOW 2 PASSES ON THE NORTH,EAST, AND SOUTH SIDES, MOW TO FROM FENCE TO ROAD ON WEST SIDE, EDGE MIAMI CURBING. BRUSHBACK FENCELINES OF ANY GROWTH OR OVER HANGING LIMBS	0.15	EA	$ 46.00
PWD/NE 35	DRA 105: BEHIND 1846 NW 21ST CT MOW TOP & SLOPES, WEEDEAT ALL FENCELINES ON THE INSIDE, MOW 2 PASSES ON OUTSIDE OF NORTH FENCE & WEEDEAT FENCELINE. BRUSHBACK ALL FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	0.54	EA	$ 46.00
PWD/NW 36	DRA 108: DITCHLINE FROM NW 24TH CT TO NW 18TH ST (BEHIND HOUSES ON 24TH RD) MOW TOP, SLOPES, AND BOTTOM OF DITCH LOCATION FOLLOWING PRESENTLY ESTABLISHED LINES	0.85	EA	$ 46.00
PWD/NW 37	DRA 106: NW 20TH ST & NW 26TH AVE MOW TOP & SLOPES, WEEDEAT ALL FENCELINES ON THE INSIDE, MOW OUTSIDE FROM FENCE TO ROAD ON SOUTH SIDE,WEEDEAT FENCLINE & EDGE MIAMI CURBING. BRUSHBACK ALL FENCELINES OF GROWTH OR OVERHANGING LIMBS	0.2	EA	$ 52.00
PWD/NW 38	DRA 108: NW 18TH ST & NW 27TH AVE MOW TOP,SLOPES, AND BOTTOM, MOW TO ROAD TO THE NORTH AND WEST, TO THE TREE LINE TO THE EAST AND TO PROPERTY LINE OF PARCEL # 22446-000-00. WEEDEAT AROUND TREES, SIGNS, STRUCTURES, ETC..	0.85	EA	$ 86.00

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ITEM	DESCRIPTION	Est. Acre	U.O.M.	UNIT COST
PWD/NW 39	DRA 107: NW 17TH ST & NW 27TH AVE MOW TOP, SLOPES, AND BOTTOM, MOW TO FENCELINE TO THE NORTH, TO THE ROAD TO THE EAST AND SOUTH AND TO LINE OF HEDGES TO THE WEST. WEEDEAT NORTH FENCELINE. BRUSHBACK FENCELINE OF ANY GROWTH OR OVERHANGING LIMBS	0.1	EA	$ 46.00
PWD/NW 40	DRA 104: NW BLICHTON RD & NW 27TH AVE (BEHIND RURAL KING) MOW TOP, SLOPES, AND BOTTOM, WEEDEAT ALL FENCELINES ON THE INSIDE, MOW OUTSIDE FROM FENCE TO ROAD, WEEDEAT FENCELINE. BRUSHBACK ALL FENCELINES OF GROWTH OR OVERHANGING LIMBS	1.52	EA	$ 52.00
PWD/NW 41	DRA 101: NW 18TH ST & NW 28TH CT (AT DEAD END OF 28TH CT) MOW TOP, SLOPES, AND BOTTOM BETWEEN NORTH AND SOUTH DEAD ENDS OF 28TH CT. WEEDEAT EAST AND WEST FENCELINES, AROUND TREES, SIGNS, ETC.. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	0.41	EA	$ 80.00
PWD/NW 42	DRA 102: DRA NEXT TO 3104 NW 17TH ST (GOLDEN HOLIDAY) MOW TOP, SLOPES, AND BOTTOM, MOW TO NORTH FENCELINE, EAST AND WEST PROPERY LINE OF PARCEL # 2170+001-009 AND TO THE ROAD TO THE SOUTH. WEEDEAT AROUND TREES, SIGNS, STRUCTURES, ETC.. BRUSHBACK ANY ENCROACHING GROWTH FROM THE NORTH FENCELINE	0.52	EA	$ 46.00
PWD/NW 43	DRA 393: NW 21ST ST & NW 35TH AVE RD MOW TOP & SLOPES, MOW TO ROAD TO THE SOUTH AND WEST, AND TO PROPERTY LINE OF PARCEL # 21465+000-01 TO THE NORTH AND EAST. EDGE CURBING ALONG ROAD TO THE WEST, WEEDEAT AROUND SIGNS, TREES, STRUCTURES, ETC.	1.33	EA	$ 110.00
PWD/NW 44	DRA 161: 2500 BLK OF NW 35TH AVE RD (SOUTH DRA) MOW TOP & SLOPES TO EAST AND SOUTH PROPERTY LINE OF PARCEL # 21465+000-02, MOW TO ROAD TO THE WEST, EDGE CURBING ALONG ROAD & CONCRETE FLUME CONNECTING DRAS 161 & 162, WEEDEAT AROUND SIGNS, POLES, STRUCTURES, ETC.. DRAS 161 & 162 SHARE THE SAME PARCEL #	3.06	EA	$ 52.00
PWD/NW 45	DRA 162: 2500 BLK OF NW 35TH AVE RD (NORTH DRA) MOW TOP & SLOPES TO NORTH AND EAST PROPERTY LINE/ TREE LINE OF PARCEL 21465+000-02, MOW TO ROAD TO THE WEST, EDGE CURBING ALONG ROAD, WEEDEAT AROUND SIGNS, POLES, STRUCTURES, ETC.	0.85	EA	$ 92.00
PWD/NW 46	DRA 163: 3000 BLK OF NW 35TH AVE RD MOW TOP & SLOPES TO NORTH AND EAST FENCELINES, TO ROAD TO THE WEST AND TO THE SOUTH PROPERTY LINE OF PARCEL # 13718+000-00. EDGE CURBING ALONG ROAD, WEEDEAT AROUND SIGNS, POLES, STRUCTURES, FENCELINES ETC.	4.74	EA	$ 70.00
PWD/NW 47	DRA 394: 4 WEST PONDS ON NW 35TH AVE RD BETWEEN HWY 27 AND NW 21ST ST. 2 PONDS NORTH OF DRIVEWAY FOR CIRCLE K LOOP ROAD, AND 2 PONDS ON EITHER SIDE OF ENTRANCE TO CIRCLE K. MOW TOP, SLOPES, AND BOTTOMS, MOW TO EAST PROPERTY LINES OF PARCEL #'S 21757-000-00 & 21757-000-01, MOW TO ROAD TO THE EAST, WEEDEAT AROUND SIGNS, POLES, STRUCTURES, ETC.. EDGE CURBING ALONG ROAD.	1.11	EA	$ 46.00
PWD/NW 48	DRA 420: 3500 BLK NW 10TH ST (AT DEAD END PAST RACETRACK) MOW TOP & SLOPES TO WOODLINES THAT SURROUND DRA, MOW 2 PASSES ON EITHER SIDE OF ACCESS ROAD FROM DEAD END TO DRA	1.5	EA	$ 46.00
PWD/NW 49	DRA 426: NW 34TH AVE & SR 40 (NEXT TO RACETRACK) MOW TOP, SLOPES, AND BOTTOM TO FENCELINE TO THE NORTH, TO SIDEWALK TO THE EAST AND SOUTH AND TO THE ROAD TO THE WEST, EDGE SIDEWALKS, WEEDEAT ALONG NORTH FENCELINE, AROUND SIGNS, POLES, STRUCTURES, ETC.. BRUSHBACK FENCELINE OF ANY GROWTH OR OVERHANGING LIMBS	0.35	EA	$ 52.00
PWD/NW 50	DRA 347: NEXT TO 200 NW 52ND AVE MOW TOP, SLOPES AND BOTTOM TO FENCELINES TO THE NORTH AND WEST, SOUTH TO THE DRIVEWAY AND EAST TO THE ROAD. WEEDEAT FENCELINES, AROUND SIGNS, POLES, STRUCTURES, ETC.	0.43	EA	$ 52.00
PWD/NW 51	DRA 348: NW 5TH ST & NW 52ND AVE MOW TOP & SLOPES, MOW TO NORTH AND SOUTH PROPERTY LINES OF PARCEL # 21647+001-05, FENCELINE TO THE WEST AND EAST TO THE ROAD,WEEDEAT AROUND SIGNS, POLES, STRUCTURES, ETC.	2.91	EA	$ 86.00

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ITEM	DESCRIPTION	Est. Acre	UOM	UNIT COST
PWD/NW 52	DRA 349: NW 5TH ST & NW 52ND AVE (ENTER THROUGH GATE FOR FLORIDA EXPRESS YARD OFF OF 5TH) MOW TOP,SLOPES, AND BOTTOM TO THE NORTH AND WEST PROPERTY LINE FOR PARCEL #21647+002-01, TO THE EAST AND SOUTH FENCELINES	1.37	EA	$ 46.00
PWD/NW 53	DRA 159: NW 8TH ST & NW 48TH TERR (AT DEAD END, ACCESS THROUGH LIFT STATION) MOW TOP & SLOPES TO THE FENCELINES TO THE NORTH, EAST, AND SOUTH, MOW TO THE PROPERTY LINE OF PARCEL # 21647+001-04 TO THE WEST. WEEDEAT ALL FENCELINES INSIDE & AROUND STRUCTURES. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	2.29	EA	$ 57.00
PWD/NW 54	DRA 158: NW 5TH ST & NW 48TH TERR (ENTER ALONG EAST FENCE LINE OF COCA COLA WAREHOUSE PARKING LOT) MOW TOP & SLOPES TO ALL FENCELINES, WEEDEAT ALL FENCELINES INSIDE, BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	2.89	EA	$ 46.00
PWD/NW 55	DRA 445 (NEW DRA BY R&L NEXT TO DRA 158) MOW TOP & SLOPES TO ROAD TO THE EAST AND FENCELINES TO THE NORTH AND WEST, MOW TO FENCELINE/TREELINE TO THE SOUTH, WEEDEEAT ALL FENCELINES & AROUND TREES, POLES, SIGNS STRUCTURES, ETC.. EDGE CURBING ALONG ROAD TO THE EAST. BRUSHBACK FENCELINES OF ANY GROWTH OR ENCROACHMENT FROM WOODLINES	8.28	EA	$ 58.00
PWD/NW 56	DRA 385: 1600 BLK 0F NW 44TH AVE (DRA SOUTH OF CONE) MOW TOP, SLOPES, AND BOTTOM TO WOODLINE TO THE NORTH, EAST, AND SOUTH. MOW WEST TO THE ROAD, EDGE SIDEWALK, WEEDEAT ANY SIGNS, POLES, STRUCTURES ETC..	0.45	EA	$ 69.00

SW DITCHLINES LOCATIONS & DESCRIPTIONS

ITEM	DESCRIPTION	UOM	UNIT COST
PWD/NW 57	NWD #1: NW 21ST ST FROM MAGNOLIA AVE TO PINE AVE (BOTH SIDES) MOW BOTH SIDES FROM ROAD TO PROPERTY LINES. WEEDEAT FENCELINES,AROUND POLES, SIGNS, STRUCTURES ETC.	EA	$ 160.00
PWD/NW 58	NWD #2: NW 18TH CT FROM NW 14TH ST TO NW 17TH PL (BOTH SIDES) MOW BOTH SIDES FROM ROAD TO PROPERTY LINES. WEEDEAT FENCELINES, AROUND POLES, SIGNS, STRUCTURES, ETC.. EDGE ANY SIDEWALKS.	EA	$ 104.00
PWD/NW 59	NWD #3: NW 16TH ST FROM M.L.K JR. AVE TO NW 18TH CT (BOTH SIDES) MOW BOTH SIDES FROM ROAD TO PROPERTY LINES. WEEDEAT FENCELINES, AROUND POLES, SIGNS, STRUCTURES ETC.	EA	$ 103.00
PWD/NW 60	NWD #4: NW 14TH ST FROM M.L.K JR. AVE TO NW 8TH AVE (NORTH SIDE OF ROAD) MOW NORTH SIDE FROM ROAD TO TREE LINE/ PROPERTY LINES. WEEDEAT AROUND POLES, SIGNS, STRUCTURES, ETC.	EA	$ 58.00
PWD/NW 61	NWD #5: NW 6TH ST FROM NW 24TH CT TO NW 27TH AVE (BOTH SIDES) MOW BOTH SIDES FROM ROAD TO PROPERTY LINES. WEEDEAT FENCELINES, AROUND POLES, SIGNS, STRUCTURES, ETC.	EA	$ 58.00
PWD/NW 62	NWD #6: NW 28TH ST & NW 3RD TERR. SMALL DITCH ON WEST SIDE OF 3RD TERR AND EAST SIDE OF 3RD TERR- DITCH TO NW 2ND AVE. MOW FROM ROAD TO NORTH PROPERTY LINES AND FENCELINE OF DRA. WEEDEAT FENCELINES, AROUND POLES, SIGNS, STRUCTURES, ETC.	EA	$ 46.00
PWD/NW 63	NWD #7: NW 22ND CT FROM NW 7TH ST TO BLICHTON RD (BOTH SIDES) MOW BOTH SIDES FROM ROAD TO PROPERTY LINES. WEEDEAT FENCELINES, AROUND POLES, SIGNS, STRUCTURES, ETC.	EA	$ 46.00
PWD/NW 64	NWD #8: NW 22ND AVE FROM NW 7TH ST TO BLICHTON RD (BOTH SIDES) MOW BOTH SIDES FROM ROAD TO PROPERTY LINES. WEEDEAT FENCELINES, AROUND POLES, SIGNS, STRUCTURES, ETC.	EA	$ 46.00
PWD/NW 65	TREE HAVEN SUBDIVISION: ROW, SWALES, EDGING, WEED EATING, TRASH REMOVAL, ETC. NW 28TH PL, NW 18TH AVE, NW 28TH ST, NW 19TH AVE, NW 26TH PL (BOTH SIDES)	EA	$ 650.00

Certificate Of Completion

Envelope Id: 6B6596E5-DA94-8115-80B4-757919194BF9
Status: Completed
Subject: FOR SIGNATURE -(PWD/240905) 1st Amendment to NW Stormwater Drainage Maintenance - Southern Lawn Care
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Document Pages: 7
Signatures: 4
Certificate Pages: 5
Initials: 0
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Location: DocuSign

Signer Events	Signature	Timestamp
TIM MCQUAIG kawboy32x@gmail.com President Security Level: Email, Account Authentication (None)	DocuSigned by: TIM MCQUAIG 5F5BAB04FEEA49A... Signature Adoption: Pre-selected Style Using IP Address: 143.105.23.17	Sent: 6/16/2026 2:12:49 PM Viewed: 6/16/2026 5:50:20 PM Signed: 6/16/2026 5:51:20 PM
Electronic Record and Signature Disclosure: Accepted: 6/16/2026 5:50:20 PM ID: c9d8af53-9a08-435c-afd2-76a0ca5d8c2a		
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: 6/16/2026 5:51:21 PM Viewed: 6/17/2026 9:42:24 AM Signed: 6/17/2026 10:18:22 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/17/2026 10:18:23 AM Viewed: 6/18/2026 4:24:10 PM Signed: 6/18/2026 4:25:08 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: 6/18/2026 4:25:09 PM Viewed: 6/24/2026 9:11:20 AM Signed: 6/24/2026 9:11:31 AM
Electronic Record and Signature Disclosure: Accepted: 6/24/2026 9:11:20 AM ID: 20462086-fca5-4c53-90fe-67e55925ca84		

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	6/16/2026 2:12:49 PM
Certified Delivered	Security Checked	6/24/2026 9:11:20 AM
Signing Complete	Security Checked	6/24/2026 9:11:31 AM
Completed	Security Checked	6/24/2026 9:11:31 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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AGREEMENT FOR ARTWORK LOAN AND DISPLAY

THIS AGREEMENT FOR ARTWORK LOAN AND DISPLAY ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **GWEN MORRISON** ("Artist").

WHEREAS, City is a municipality which regularly utilizes its public spaces to provide exhibit space to local and regional artists for the benefit, use, and enjoyment of its citizens and visitors; and

WHEREAS, Artist is the creator and exclusive owner of certain artwork identified and set forth in the attached **Exhibit A - Artwork** (the "Artwork") and all intellectual property rights therein; and

WHEREAS, Artist desires to loan the Artwork to City for public display and potential sale; and

WHEREAS, City agrees to display the Artwork in certain of its public spaces as set forth herein for the term of this Agreement for the benefit, use, and enjoyment of its citizens and visitors (hereinafter referred to as the "Exhibition").

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **RECITALS**. City and Artist hereby represent and warrant that the Recitals set forth above are true and correct.

2. **LOAN, USE, CREDIT, AND SALE OF ARTWORK.** Artist grants to City a loan of the Artwork for public display during the City of Ocala's **STILLNESS IN MOTION** exhibit, at **CITY HALL** located at **110 SE WATULA AVENUE, OCALA FL, 34471** from **JULY 16, 2026,** through **DECEMBER 3, 2026**.

   A. **Licensed Use.** Artist shall retain all copyrights and other intellectual property rights to the Artwork. Artist hereby expressly grants to City:

      (i) the right to display the Artwork in its public spaces; and

      (ii) an irrevocable right to photograph or film images of the Artwork and use such photographs and film for reproduction in publications now known or later developed by City or for educational, publicity or promotional purposes, provided that such use shall not be for commercial purposes. This grant shall survive the termination of this Agreement.

   B. **Artistic Credit.** City may display with the Artwork information identifying Artist as the creator of the Artwork ("Artistic Credit"). Artist shall be responsible for providing City with Artistic Credit information at the time that the Artwork is transferred to City.

   C. **City's Right to Refuse Artwork**. Artist acknowledges and agrees that City has the right to refuse to exhibit any piece of the Artwork in the City's sole discretion at any time and for any reason including, without limitation, available space, relevance, and content.

   D. **Sale of Artwork.** For any Artwork that has been selected by Artist to be for sale at the Exhibition, City shall include with its display of the Artistic Credit for the Artwork contact information for those persons interested in purchasing the Artwork. All sales and related negotiations for the Artwork shall be the sole responsibility of Artist. Any artwork sold during the Exhibition must remain on-site for the duration of the term of this Agreement, or any subsequent renewal term, unless authorized by City or its authorized representative. Artist shall pay to the City **THIRTY PERCENT (30%)** of the gross receipts generated from Artwork sales during the term of this agreement. City shall have the right to audit or to authorize audits of Artist's books, records,

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and accounts relevant to its obligations under this Agreement. If any audit performed by City discloses an under-reporting of gross receipts, Artist shall pay to City any amounts due under this Agreement within **FIFTEEN (15)** calendar days of written notice by City.

3. **LOAN PERIOD, RENEWAL AND TERMINATION.** The Artwork Loan Period ("Loan Period") shall begin on **JULY 16, 2026,** and shall end on **DECEMBER 3, 2026**, unless otherwise renewed or terminated pursuant to this Agreement.

   A. **Renewal**. The Loan Period may be renewed or extended upon the written consent of both parties, which shall specify the length of the term and any additional consideration exchanged during such renewal.

   B. **Termination**. 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. City shall provide written notice of the termination to Artist and coordinate arrangements for the removal of the Artwork.

4. **TRANSFER, INSTALLATION, CARE, AND REMOVAL OF ARTWORK.** Artist shall deliver, or cause to be delivered, the Artwork to City on or before **JULY 16, 2026**. Artist shall retrieve the Artwork, or cause the artwork to be retrieved, from City no earlier than **DECEMBER 3, 2026**, unless otherwise agreed to by the parties.

   A. **Delivery of Artwork**: City shall take possession of the Artwork at **CITY HALL,** located at **110 SE WATULA AVENUE, OCALA FL, 34471**; or at such other City property or City website that the City deems appropriate from time to time. All costs incurred in connection with the delivery and/or shipment of the Artwork from the Artist to the City shall be borne by Artist. City has the right to relocate the Artwork to other City-owned sites during the Loan Period. City shall provide reasonable notice to Artist of its intent to relocate the Artwork, however, City's decision regarding relocation of the Artwork is final and may occur at any time.

   B. **Condition of Artwork Upon Transfer to City**: The City reserves the right to inspect and document the condition of the Artwork upon its transfer to the City. City will share any such documentation with Artist upon Artist's request. The City has the right to refuse to exhibit any piece of the Artwork as outlined in Paragraph 2(C) above. The absence of any notation in this Agreement as to the condition of the Artwork at the time it is received by City shall not be construed to mean that the Artwork was in good condition upon receipt.

   C. **Installation and De-Installation of Artwork**: Prior to installation, Artist shall assume all risk of loss or damage to the Artwork and shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. City shall supervise the installation and de-installation of the Artwork while the Artwork is in the possession of City. Artist agrees to take all actions reasonably necessary to facilitate the City's timely, safe, and cost-effective installation and de-installation of the Artwork.

   D. **Surrender and Removal of Artwork**: The Artwork shall be returned or released to Artist or Artist's authorized representative. All costs incurred in connection with the delivery and/or shipment of the Artwork from the City to the Artist shall be borne by the Artist. City reserves the right to request the immediate removal of the Artwork from City's public spaces at any time by sending written notice to Artist.

   E. **Abandonment of Artwork:** Artist's failure to remove the Artwork within **SIXTY (60)** days after the expiration of this Agreement, or after otherwise being provided with written request from

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City for immediate removal of the Artwork, such Artwork shall be deemed to be abandoned and shall become property of City and City shall have the right to dispose of the Artwork and any other items related thereto in any manner deemed appropriate in the sole discretion of the City. Under no circumstances shall City be obligated to ship or otherwise transport the Artwork.

5. **CONSIDERATION** Artist acknowledges and agrees that as consideration for the services rendered by Artist under this Agreement, the City shall provide Artist with the opportunity to exhibit and market the Artwork in a public forum, thereby increasing Artist's recognition and likelihood of selling the Artwork. City shall not otherwise compensate Artist for use of the Artwork pursuant to this Agreement or reimburse Artist for any expenses incurred in providing the Artwork.

6. **ARTIST'S WARRANTIES AND REPRESENTATIONS**. Artist warrants and represents as follows:

   A. Artist is the sole owner of and has full legal title to all objects that constitute the Artwork under this Agreement;

   B. Artist has full authority and power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;

   C. The installation and removal of the Artwork will not unacceptably damage or alter the Artwork;

   D. The total value of the Artwork is in the amounts noted on the attached **Exhibit A - Artwork**.

   E. Nothing in the Artwork defames any person or entity, infringes upon any copyright, or otherwise violates the rights of any third party.

7. **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.

8. **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.

9. **INDEMNIFICATION.** Artist shall indemnify and hold harmless City and its elected officials, employees and volunteers against any and all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City may sustain or which may be asserted against City or its elected officials, employees, and volunteers arising out of the activities contemplated by this Agreement including, without limitation, any action, claim, suit, or liability based on a claim that work performed under this Agreement by Artist, or Artist's agents or subcontractors, constitutes an infringement of any patent, copyright, trademark, trade name, or other proprietary right of any kind. This Section shall survive the termination or other expiration of this Agreement. Artist shall advise City, in writing, within **TWENTY-FOUR (24)** hours of any known claim or demand made against the City or Artist relating to or arising out of Artist's activities under this Agreement.

10. **MAINTENANCE OR REPAIR OF ARTWORK.** City agrees to ensure that the Artwork will be maintained and protected to the extent practical. Except as otherwise set forth herein, Artist shall be solely responsible for any and all repair of the Artwork during its Exhibition including, but not limited to, repairs necessitated by damage, fabrication defects, or reasonable wear and tear due to the Artwork being displayed in a public location. In the event of such damage to the Artwork, City

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shall provide reasonable notice to Artist of the occurrence. Artist shall supply City with written maintenance instructions for the Artwork as applicable. City can perform routine or preventative maintenance of the Artwork during the loan period. And City may de-install and surrender possession of the Artwork to Artist pursuant to Paragraph 4, above.

11. **RISK OF LOSS DURING LOAN PERIOD.** Except as otherwise stated herein, upon acceptance of the Artwork by City, the risk of loss to the Artwork during the Loan Period shall be borne by the City.

    A. City shall list the Artwork on its schedule of insured property for which it is self-insured and on any property and casualty insurance purchased by the City for the benefit and protection of Artist in the event the Artwork is damaged or destroyed by an act which would be an insurable risk under either the City's self-insurance and/or purchased insurance protections, consistent with the City's legal ability to do so in accordance with the requirements and restrictions of Florida Statute § 768.28.

    B. During the Loan Period, the City shall insure the Artwork against damage or loss in an amount equal to the lesser of: (a) the amounts set forth in **Exhibit A - Artwork**; or (b) $15,000.00. The amounts set forth in **Exhibit A – Artwork** are the Artist's estimate of fair market value and does not preclude the City from later disputing the claimed fair market value.

    C. The City's obligation to provide insurance for the Artwork is solely for the duration of the Loan Period and only while the Artwork is in the possession and control of City. City shall have no liability for damage or destruction that may occur during transportation to or from the City, during installation, or during removal.

12. **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.

13. **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 Artist:	Gwen Morrison 10166 SW 82nd Place Road Ocala, FL 34481 Phone: 770-313-6658 E-mail: gwenm4@gmail.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 Email: 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, FL 34471
Phone: 352-401-3972
E-Mail: cityattorney@ocalafl.gov

14. **ACCESS TO FACILITIES**. City shall provide Artist with access to all City facilities as is reasonably necessary for Artist to perform its obligations under this Agreement.
15. **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.
16. **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.
17. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
18. **ATTORNEY'S FEES.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) 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; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

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19. **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.
20. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
21. **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.
22. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
24. **ELECTRONIC SIGNATURE(S).** Artist, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
25. **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. This Agreement supersedes any previous agreements for the Artwork referenced herein.
26. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

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IN WITNESS WHEREOF, the parties have executed this Agreement on 6/24/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Peter Lee
5BB28E162F2E4C2...

Peter Lee
City Manager

Approved as to form and legality

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

ARTIST

DocuSigned by:
Gwen Morrison
AE8B7D07B37F4C6...

Gwen Morrison

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Exhibit A- Artwork

Stillness in Motion/ July 16, 2026- December 2, 2026

Reflection 11” x 14” Watercolor $150	Drift 11” x 14” Watercolor $150	Horizon 11” x 14” Watercolor $150	Vertex 11” x 14” Watercolor $150

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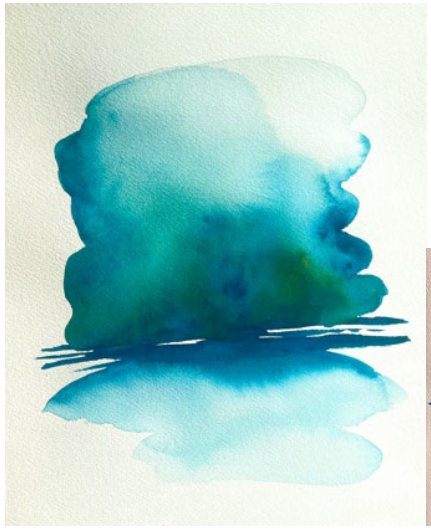
Exhibit A- Artwork

Stillness in Motion/ July 16, 2026- December 2, 2026



Presence 11” x 14” Watercolor $200	Origin 11” x 14” Watercolor $150	Emerge 11” x 14” Watercolor $200	Breathe 11” x 14” Watercolor $200

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Exhibit A- Artwork

Stillness in Motion/ July 16, 2026- December 2, 2026

Synergy 11” x 14” Watercolor $150	Vapor 16” x 20” Watercolor $275	Haven 16” x 20” Watercolor $395	Equilibrium 18” x 24” Watercolor $700

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Exhibit A- Artwork

Stillness in Motion/ July 16, 2026- December 2, 2026

Stitch 18” x 24” Watercolor, Thread $700	Sequence 11” x 14” Watercolor $175	Tether 16” x 20” Watercolor $395	Trace 16” x 20” Watercolor $395

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Exhibit A- Artwork

Stillness in Motion/ July 16, 2026- December 2, 2026

Alignment 11” x 14” Watercolor $175	Interval 16” x 20” Watercolor $395	Resonance 16” x 20” Watercolor $395	Frequency 11” x 14” Watercolor $185

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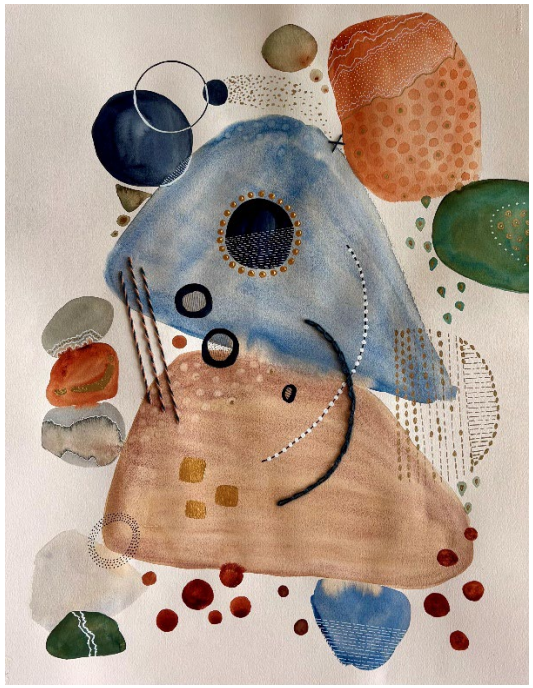
Exhibit A- Artwork

Stillness in Motion/ July 16, 2026- December 2, 2026



Momentum 24” x 36” Watercolor, Yarn, Acrylic $1,200	Harmony 24” x 36” Watercolor $900

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VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

GWEN MORRISON
VENDOR NAME

10166 SW 82ND PL RD OCALA 34481
VENDOR STREET ADDRESS, CITY, STATE, ZIP CODE

VENDOR acknowledges and understands that prior to commencement of an Agreement with the City of Ocala (the "City") and until completion of all obligations under said agreement, all vendors desiring to provide services to the City or to hold special events on City property are required to procure and maintain, for the life of said Agreement, the following types and limitations of liability insurance:

- **Commercial General Liability Insurance** identifying the City, a political subdivision of the State of Florida, and its officials, employees, and volunteers as additional insureds with an endorsement equal or broader to CG 20 26 04 13 from and against all claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons or damage to or loss of property arising out of or in any manner connected with the Vendor's services or event in the amounts of not less than ONE MILLION DOLLARS ($1,000,000.00) PER OCCURRENCE and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

VENDOR acknowledges and understands that **unless** CITY provides a written waiver of the insurance requirements, the failure of VENDOR to obtain and maintain the required insurance shall constitute a breach of contract.

By signing below, VENDOR intends for this document to serve as its written request for waiver of the foregoing insurance requirements for the following special event to occur on July 16 2026 - DEC ~~31 2026~~ (IDENTIFY DATE HERE): EVENT DESCRIPTION:

2026 ART IN CITY SPACES

In exchange for and acceptance of CITY's waiver of the foregoing insurance requirements, VENDOR, including its successors and assigns, does hereby covenant and agree to indemnify, hold harmless, and defend the City of Ocala and its elected officials, employees, and volunteers from and against any and all claims, actions, liability, loss, damage, injury, death, or expense of any and every kind which may accrue or be suffered by any person, partnership, or other entity of any kind, in whole or in part from the intentional or negligent acts or omissions of VENDOR or its employees, agents, subcontractors, successors, or assigns. In the event that any suit or action is brought against CITY, its elected officials, employees, or volunteers for any of the claims described herein, VENDOR, its successors and assigns shall defend the suit or action at VENDOR'S sole cost and expense and shall fully satisfy any judgment that is rendered against CITY, its elected officials, employees, or volunteers, or any combination thereof.

1309

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IN WITNESS WHEREOF, the VENDOR sets its hand this 26 day of MAY, 2026.

VENDOR SIGNATURE

GWEN MORRISON

VENDOR PRINTED NAME

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☐ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:

_____ (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE

_____ (Date)

Docusign Envelope ID: 5A7E5705-25A3-8A11-8348-F923FCE9F73D

26 day of

MAY, 2026.

VENDOR SIGNATURE

GWEN MORRISON

VENDOR PRINTED NAME

Richard Dennis

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☒ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:
5/27/2026 (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE

(Date)

Certificate Of Completion

Envelope Id: 5A7E5705-25A3-8A11-8348-F923FCE9F73D
Status: Completed
Subject: SIGNATURE - (GRM/260827) Gwen Morrison - Art in City Spaces Exhibition
Source Envelope:
Document Pages: 16
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
6/17/2026 2:33:34 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Gwen Morrison gwenm4@gmail.com Security Level: Email, Account Authentication (None)	DocuSigned by: Gwen Morrison AE8B7D07B37F4C6... Signature Adoption: Pre-selected Style Using IP Address: 38.137.133.114 Signed using mobile	Sent: 6/17/2026 2:35:19 PM Viewed: 6/17/2026 2:36:10 PM Signed: 6/17/2026 3:32:46 PM
Electronic Record and Signature Disclosure: Accepted: 6/17/2026 2:36:10 PM ID: 260e594f-3f9f-41c1-a4eb-760d44f3865f		
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: 6/17/2026 3:32:47 PM Viewed: 6/17/2026 3:44:49 PM Signed: 6/17/2026 3:51:06 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 2600:387:f:10a3::3 Signed using mobile	Sent: 6/17/2026 3:51:08 PM Viewed: 6/24/2026 9:30:07 AM Signed: 6/24/2026 9:30:31 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/24/2026 9:30:32 AM Viewed: 6/24/2026 10:53:29 AM Signed: 6/24/2026 10:54:35 AM
Electronic Record and Signature Disclosure: Accepted: 6/24/2026 10:53:29 AM ID: c231448a-88d5-44b7-8f5f-42f9a6bf7949		

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	6/17/2026 2:35:19 PM
Envelope Updated	Security Checked	6/17/2026 2:44:35 PM
Envelope Updated	Security Checked	6/17/2026 2:44:35 PM
Envelope Updated	Security Checked	6/17/2026 2:44:35 PM
Envelope Updated	Security Checked	6/17/2026 2:44:35 PM
Envelope Updated	Security Checked	6/17/2026 2:44:35 PM
Certified Delivered	Security Checked	6/24/2026 10:53:29 AM
Signing Complete	Security Checked	6/24/2026 10:54:35 AM
Completed	Security Checked	6/24/2026 10:54:35 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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CONTRACT # ELE/260836

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: Fast Air Repair, LLC

Mailing Address: 3347 SW 7th Street

City: Ocala State: FL Zip Code: 34474

Phone Number: 352-693-0674 Alternate Phone Number: _____

Email Address: admin@callfastair.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 525435-246022

2. RGS Facility Information

Facility Location: 3347 SW 7th Street Ocala, FL. 34474

Ocala Electric Utility Customer Account Number: 525435-246022

RGS Manufacturer: Kyocera Solar & Solar World-(No longer in business)

Manufacturer's Address: Kyocera-7612 E. Acoma Dr.
Scottsdale, AZ 85260

Reference or Model Number: KD210GH (24 mod.210W) Sunmodule SW285Mono(24-Mod.285W)

Serial Number: Ehphase Inverter- M250

(Continued on Sheet No.19.1)

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3. Facility Rating Information

Gross Power Rating: 10.03kWac ("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: June- 2016

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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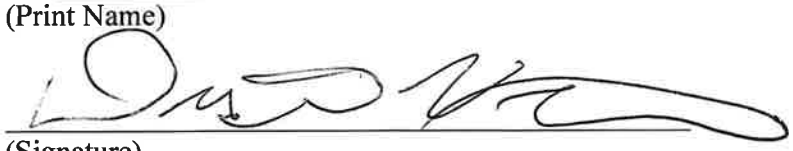
B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 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: Fast Air Repair, LLC Date: 6-8-26
(Print Name)



(Signature)

Docusign Envelope ID: 03DA33DF-580E-87E0-8015-7465B71AB13F

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 8th day of June, 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 Fast Air Repair, LLC, a retail electric customer of OEU (hereinafter "Customer").

Section 1. Recitals

1.01. OEU and Customer have executed OEU's Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which OEU has agreed to permit interconnection of Customer's renewable generation to OEU's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to OEU's electric distribution system;

1.02. The City of Ocala and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU's electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU's electric customers interconnected to OEU's electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU's electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions

OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

(Continued on Sheet No. 20.1)

Docusign Envelope ID: 03DA33DF-580E-87E0-8015-7465B71AB13F

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: 03DA33DF-580E-87E0-8015-7465B71AB13F

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: 03DA33DF-580E-87E0-8015-7465B71AB13F

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: 03DA33DF-580E-87E0-8015-7465B71AB13F

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: 03DA33DF-580E-87E0-8015-7465B71AB13F

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility

By: Signed by: Janice Mitchell 55198B43858A4E1...

Title: CFO

Date: 6/22/2026

Florida Municipal Power Agency

By: DocuSigned by: 087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 6/22/2026

Customer

By: Fast Air Repair, LLC Date: 6-8-26

(Print Name)

(Signature)

Customer's City of Ocala Electric Utility Account Number: 525435-246022

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04E3...

William E. Sexton, Esq.
City Attorney

(Continued on Sheet No. 20.6)

Docusign Envelope ID: 03DA33DF-580E-87E0-8015-7465B71AB13F

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 2
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 8th day of June, 20 26, by and between Fast Air Repair, LLC, (hereinafter called "**Customer**"), located at 3347 SW 7th Street in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereafter called "**OEU**"), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 3347 SW 7th Street Ocala, FL. 34474.

WITNESSETH

Whereas, a Tier 2 Renewable Generation System (RGS) is an electric generating system that uses one or of 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 more than 10 kilowatts (10 kW) but not greater than 100 kilowatts (100 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 parts of the City of Ocala and Marion County; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU's electrical supply grid at the location indentified 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 OEU has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate OEU's electric system, which limits OEU's 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, 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;

(Continued on Sheet No. 22.1)

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(Continued from Sheet No. 22.0)

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and 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 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 2 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. In no case should modifications to the RGS be made such that the GPR increases above the 100 kilowatts (100 kW) limit.

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 be required to pay a non-refundable application fee of $375 for the review and processing of the application.

6. The Customer shall fully comply with OEU's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by OEU 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.*

(Continued on Sheet No. 22.2)

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(Continued from Sheet No. 22.1)

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.

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 OEU 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. 22.3)

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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 a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU 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 which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then 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's 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's electric 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's electric 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 electric system such that back feed from the customer-owned renewable generation system to OEU's electric 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. 22.4)

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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 Sections 18 and 19, 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 million dollars ($1,000,000.00).

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 also 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.

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 OUS 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.

(Continued on Sheet No. 22.5)

Docusign Envelope ID: 03DA33DF-580E-87E0-8015-7465B71AB13F

(Continued from Sheet No. 22.4)

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's 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 utility system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility 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 utility system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical effects (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.

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.

(Continued on Sheet No. 22.6)

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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, contractors (and any subcontractor or material supplier thereof), agents 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.

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

(Continued on Sheet No. 22.7)

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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 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.

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 2.5 percent (%) of the aggregate customer peak demand on OEU's electric 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. 22.8)

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IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

OUS:

Signed by:
By: Janice Mitchell
55198B43858A4E1...

Title: CFO

Date: 6/22/2026

Customer:

By: Fast Air Repair, LLC
(Print Name)

(Signature)

Date: 6-8-26

City of Ocala Electric Utility Account Number:
525435-246022

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

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Insured Copy

Federated Mutual Insurance Company
121 East Park Square, Owatonna, MN 55060
For any inquiries, call: (507) 455-5200

COMMON POLICY DECLARATIONS
COMMERCIAL PACKAGE POLICY

Mutual Company Participating Nonassessable Policy

Policy No. **1907352**
Account No. **445-799-0**

NAMED INSURED AND MAILING ADDRESS

Fast Air Repair LLC
3347 SW 7th St
Ocala, FL 34474-1956

RISK ADDRESS (if different than above):
POLICY PERIOD: from **10/01/2025** to **10/01/2026** 12:01 A.M. Standard time at the designated business premises.

BUSINESS OPERATIONS:
ENTITY TYPE: **Limited Liability Company**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THE POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THE POLICY.

THIS POLICY CONSISTS OF ONLY THOSE COVERAGE PARTS SHOWN BELOW. THE PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial Property Coverage Part

Commercial Crime Coverage Part

Commercial General Liability Coverage Part

Business Auto Coverage Part

CERTIFIED ACTS OF TERRORISM PREMIUM:	**$440**
TOTAL PROVISIONAL PREMIUM	**$200,901**

See Attached Schedule Of Surcharges

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Insured Copy

Federated Mutual Insurance Company
121 East Park Square, Owatonna, MN 55060
(507) 455-5200

DECLARATIONS
COMMERCIAL GENERAL LIABILITY COVERAGE PART

LIMITS OF INSURANCE		Limit
GENERAL AGGREGATE LIMIT (Other than Products-Completed Operations)		$2,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT		$2,000,000
PERSONAL & ADVERTISING INJURY LIMIT		$1,000,000
EACH OCCURRENCE LIMIT		$1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	Any one premises	$100,000
MEDICAL EXPENSE LIMIT	Any one person	Excluded

Refer to General Liability Schedule CG-F-8 for Locations and Classifications.

ENDORSEMENTS APPLICABLE:

See Attached Schedule Of Forms And Endorsements.

This Coverage Part consists of: (1) this Coverage Part Declarations Page; (2) the Schedule of Forms and Endorsements if attached hereto; (3) all forms and endorsements listed on this Coverage Part Declarations Page or, if attached here, the Schedule of Forms and Endorsements; and (4) any other schedules attached hereto.

Includes copyrighted material of Insurance Services office, Inc., with its permission.

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[redacted]

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Enphase® **M250** Microinverter // DATA

INPUT DATA (DC)	**M250-60-2LL-S22, M250-60-2LL-S25**	
Recommended input power (STC)	210 - 310 W	
Maximum input DC voltage	48 V	
Peak power tracking voltage	27 V - 39 V	
Operating range	16 V - 48 V	
Min/Max start voltage	22 V / 48 V	
Max DC short circuit current	15 A	
OUTPUT DATA (AC)	**@208 VAC**	**@240 VAC**
Peak output power	250 W	250 W
Rated (continuous) output power	240 W	240 W
Nominal output current	1.15 A (A rms at nominal duration)	1.0 A (A rms at nominal duration)
Nominal voltage/range	208 V / 183-229 V	240 V / 211-264 V
Nominal frequency/range	60.0 / 57-61 Hz	60.0 / 57-61 Hz
Extended frequency range*	57-62.5 Hz	57-62.5 Hz
Power factor	>0.95	>0.95
Maximum units per 20 A branch circuit	24 (three phase)	16 (single phase)
Maximum output fault current	850 mA rms for 6 cycles	850 mA rms for 6 cycles
EFFICIENCY		
CEC weighted efficiency	96.5%	
Peak inverter efficiency	96.5%	
Static MPPT efficiency (weighted, reference EN50530)	99.4 %	
Night time power consumption	65 mW max	
MECHANICAL DATA		
Ambient temperature range	-40°C to +65°C	
Dimensions (WxHxD)	171 mm x 173 mm x 30 mm (without mounting bracket)	
Weight	1.6 kg (3.4 lbs)	
Cooling	Natural convection - No fans	
Enclosure environmental rating	Outdoor - NEMA 6	
Connector type	M250-60-2LL-S22: MC4 M250-60-2LL-S25: Amphenol H4	
FEATURES		
Compatibility	Compatible with 60-cell PV modules	
Communication	Power line	
Integrated ground	The DC circuit meets the requirements for ungrounded PV arrays in NEC 690.35. Equipment ground is provided in the Engage Cable. No additional GEC or ground is required. Ground fault protection (GFP) is integrated into the microinverter.	
Monitoring	Enlighten Manager and MyEnlighten monitoring options	
Compliance	UL1741/IEEE1547, FCC Part 15 Class B, CAN/CSA-C22.2 NO. 0-M91, 0.4-04, and 107.1-01	

* Frequency ranges can be extended beyond nominal if required by the utility

To learn more about Enphase Microinverter technology, visit enphase.com

Reviewed for Code Compliance City of Ocala

enphase® ENERGY

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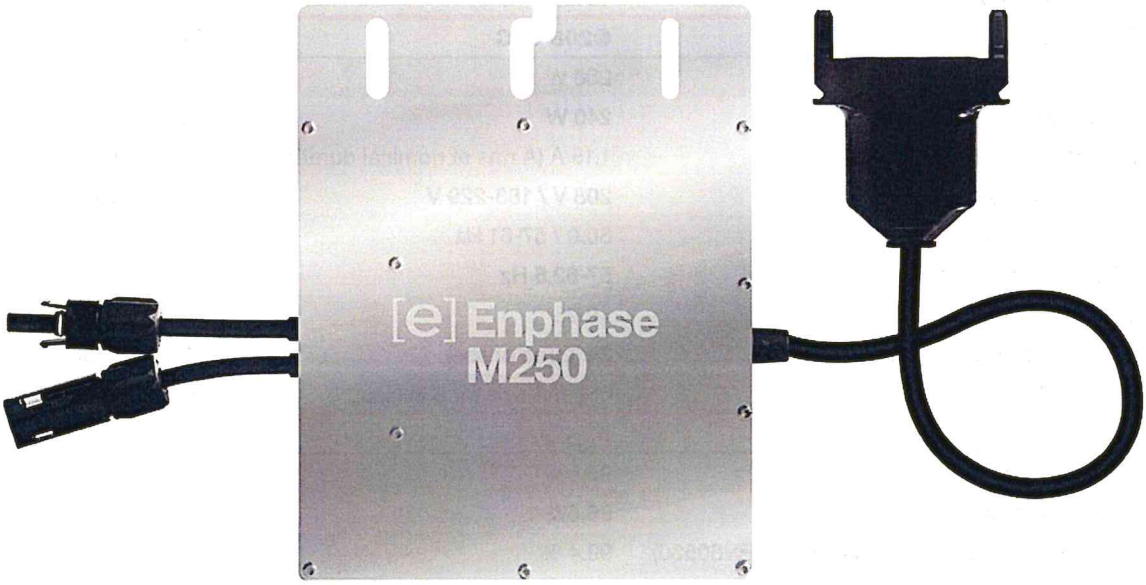
Enphase® **Microinverters**

Enphase® **M250**



The **Enphase® M250 Microinverter** delivers increased energy harvest and reduces design and installation complexity with its all-AC approach. With the M250, the DC circuit is isolated and insulated from ground, so **no Ground Electrode Conductor (GEC) is required for the microinverter.** This further simplifies installation, enhances safety, and saves on labor and materials costs.

The Enphase M250 integrates seamlessly with the Engage® Cable, the Envoy® Communications Gateway™, and Enlighten®, Enphase's monitoring and analysis software.

PRODUCTIVE

- Optimized for higher-power modules
- Maximizes energy production
- Minimizes impact of shading, dust, and debris

SIMPLE

- No GEC needed for microinverter
- No DC design or string calculation required
- Easy installation with Engage Cable

RELIABLE

- 4th-generation product
- More than 1 million hours of testing and millions of units shipped
- Industry-leading warranty, up to 25 years

[e] enphase® ENERGY

C US

Docusign Envelope ID: 03DA33DF-580E-87E0-8015-7465B71AB13F

Sunmodule Plus
SW 285 MONO

SOLARWORLD
REAL VALUE

TUV Power controlled:
Lowest measuring tolerance in industry

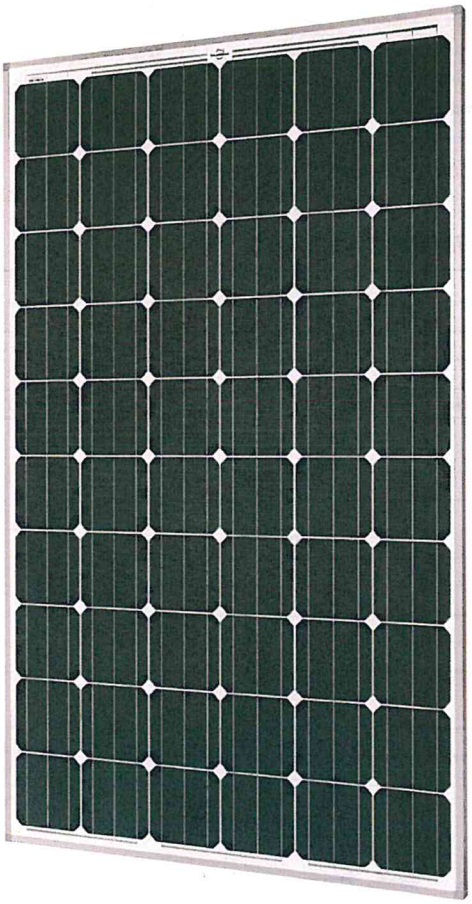
Every component is tested to meet
3 times IEC requirements

Designed to withstand heavy
accumulations of snow and ice

Sunmodule Plus:
Positive performance tolerance

25-year linear performance warranty
and 10-year product warranty

Glass with anti-reflective coating



World-class quality
Fully-automated production lines and seamless monitoring of the process and material ensure the quality that the company sets as its benchmark for its sites worldwide.

SolarWorld Plus-Sorting
Plus-Sorting guarantees highest system efficiency. SolarWorld only delivers modules that have greater than or equal to the nameplate rated power.

25-year linear performance guarantee and extension of product warranty to 10 years
SolarWorld guarantees a maximum performance digression of 0.7% p.a. in the course of 25 years, a significant added value compared to the two-phase warranties common in the industry. In addition, SolarWorld is offering a product warranty, which has been extended to 10 years.*

*in accordance with the applicable SolarWorld Limited Warranty at purchase.
www.solarworld.com/warranty

Qualified, IEC 61215 · Safety tested, IEC 61730 · Periodic Inspection · Blowing sand resistant
Ammonia resistance tested · Periodic Inspection · Power Controlled
PERFORMANCE TESTED SALT MIST RESISTANT PHOTOVOLTAIC PRODUCT
UL 1703
ISO 9001
ISO 14001
Certified
Home Innovation
NGBS GREEN CERTIFIED

Reviewed for
Code Compliance
City of Ocala

MADE IN USA OF US AND IMPORTED PARTS

solarworld.com

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1288

Sunmodule® Plus
SW 285 MONO

SOLARWORLD
REAL VALUE

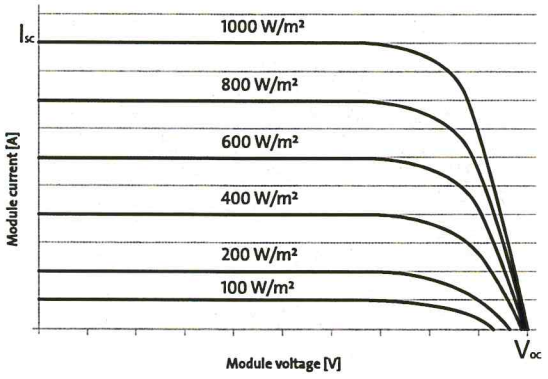
PERFORMANCE UNDER STANDARD TEST CONDITIONS (STC)*

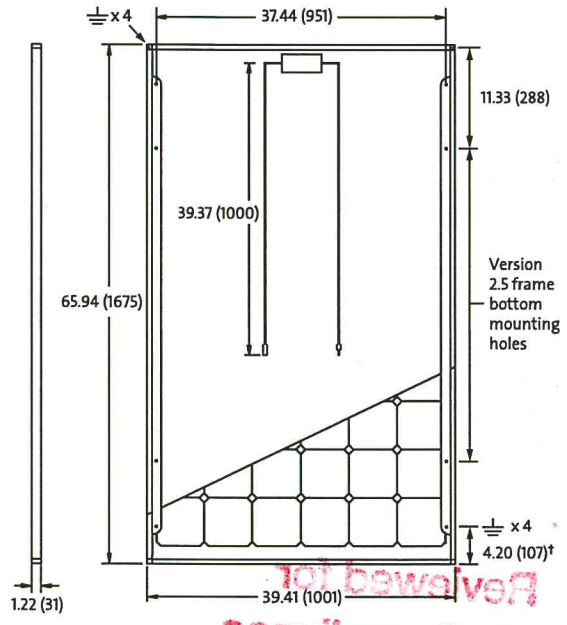
Maximum power	P_{max}	285 Wp
Open circuit voltage	V_{oc}	39.7 V
Maximum power point voltage	V_{mpp}	31.3 V
Short circuit current	I_{sc}	9.84 A
Maximum power point current	I_{mpp}	9.20 A
Module efficiency	η_m	17.0 %

*STC: 1000 W/m², 25°C, AM 1.5
1) Measuring tolerance (P_{max}) traceable to TUV Rheinland: +/- 2% (TUV Power Controlled).

THERMAL CHARACTERISTICS

NOCT	46 °C
TC I_{sc}	0.04 %/°C
TC V_{oc}	-0.30 %/°C
TC P_{mpp}	-0.41 %/°C
Operating temperature	-40°C to 85°C





PERFORMANCE AT 800 W/m², NOCT, AM 1.5

Maximum power	P_{max}	213.1 Wp
Open circuit voltage	V_{oc}	36.4 V
Maximum power point voltage	V_{mpp}	28.7 V
Short circuit current	I_{sc}	7.96 A
Maximum power point current	I_{mpp}	7.43 A

Minor reduction in efficiency under partial load conditions at 25°C: at 200 W/m², 100% (+/-2%) of the STC efficiency (1000 W/m²) is achieved.

COMPONENT MATERIALS

Cells per module	60
Cell type	Mono crystalline
Cell dimensions	6.17 in x 6.17 in (156.75 x 156.75 mm)
Front	Tempered glass (EN 12150)
Frame	Clear anodized aluminum
Weight	39.5 lbs (17.9 kg)

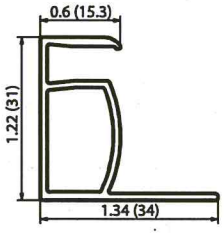
SYSTEM INTEGRATION PARAMETERS

Maximum system voltage SC II / NEC		1000 V
Maximum reverse current		25 A
Number of bypass diodes		3
*Design Loads**	*Two rail system*	113 psf downward 64 psf upward
*Design Loads**	*Three rail system*	170 psf downward 71 psf upward
*Design Loads**	*Edge mounting*	30 psf downward 30 psf upward

*Please refer to the Sunmodule installation instructions for the details associated with these load cases.

ADDITIONAL DATA

Power sorting¹	-0 Wp / +5 Wp
J-Box	IP65
Module leads	PV wire per UL4703 with H4 connectors
Module type (UL 1703)	1
Glass	Low iron tempered with ARC



VERSION 2.5 FRAME
- Compatible with both "Top-Down" and "Bottom" mounting methods
- ⏚ Grounding Locations:
  - 4 corners of the frame
  - 4 locations along the length of the module in the extended flange†

for Review
Code Compliance
Only

All units provided are imperial. SI units provided in parentheses.
SolarWorld AG reserves the right to make specification changes without notice.

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MODEL
KD210GH-2P

THE NEW VALUE FRONTIER

KYOCERA

KD210GH-2P

HIGH EFFICIENCY MULTICRYSTAL PHOTOVOLTAIC MODULE

TÜV
IEC 61215Ed.2
EN61730

This module is manufactured in **ISO9001** certified factories.
Registered No.; JMI0036(Japan), CN07/00321(China), 01 100 528 050018 (Czech Republic)
TUVdotCOM Internet platform for tested quality and service ID 0000022509.

HIGHLIGHTS OF KYOCERA PHOTOVOLTAIC MODULES

Kyocera's advanced cell processing technology and automated production facilities produce a highly efficient multicrystal photovoltaic module.
The conversion efficiency of the Kyocera solar cell is over 16%.
These cells are encapsulated between a tempered glass cover and a pottant with back sheet to provide efficient protection from the severest environmental conditions.
The entire laminate is installed in an anodized aluminum frame to provide structural strength and ease of installation.
Equipped with plug in connectors.

APPLICATIONS

Grid-Connected Systems

- Residential Solar Power Systems
- Public and Industrial Solar Power Systems

Stand-Alone Solar Power Systems for

- Villages in remote areas
- Homes and summer cottages
- Microwave / Radio repeater stations
- Medical facilities in rural areas
- Emergency communication
- Water quality and environmental data monitoring
- Drinking water and livestock water pumping
- Irrigation pumping
- Cathodic protection
- Aviation obstruction lights
- Environmental data monitoring
- Railway signals
- Street lighting
- Desalination
- etc.

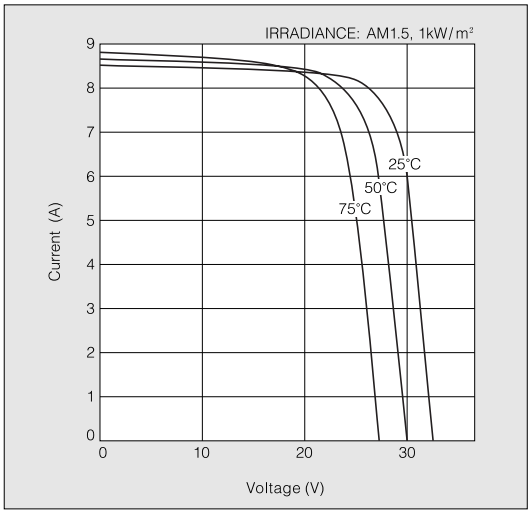
LIMITED WARRANTY

※Limited warranty on material and workmanship:For warranty period, please refer to Warranty issued by Kyocera
※20 years limited warranty on power output:For detail, please refer to "category IV" in Warranty issued by Kyocera

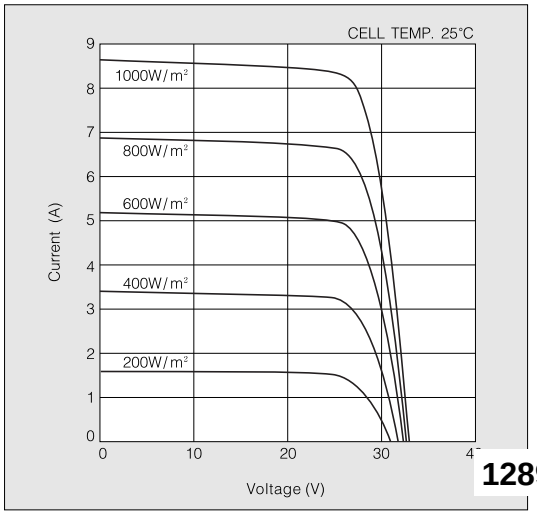
(Long term output warranty shall warrant if PV Module(s) exhibits power output of less than 90% of the original minimum rated power specified at the time of sale within 10 years and less than 80% within 20 years after the date of sale to the Customer. The power output values shall be those measured under Kyocera's standard measurement conditions. Regarding the warranty conditions in detail, please refer to Warranty issued by Kyocera)

ELECTRICAL CHARACTERISTICS

Current-Voltage characteristics of Photovoltaic Module KD210GH-2P at various cell temperatures



Current-Voltage characteristics of Photovoltaic Module KD210GH-2P at various irradiance levels



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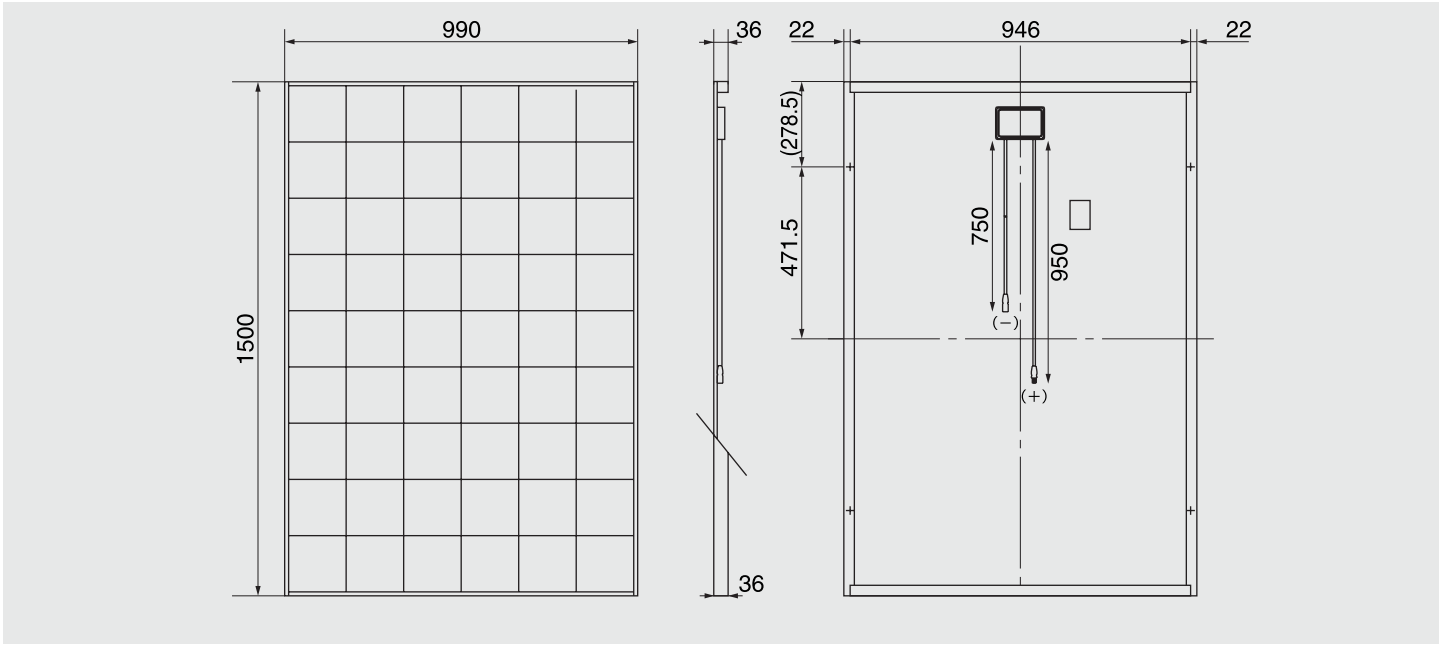
SPECIFICATIONS

KD210GH-2P

Physical Specifications

(Unit : mm)



Specifications

Electrical Performance under Standard Test Conditions (*STC)	
Maximum Power (Pmax)	210W (+5%/−5%)
Maximum Power Voltage (Vmpp)	26.6V
Maximum Power Current (Impp)	7.90A
Open Circuit Voltage (Voc)	33.2V
Short Circuit Current (Isc)	8.58A
Max System Voltage	1000V
Temperature Coefficient of Voc	-1.20×10^{-1} V/℃
Temperature Coefficient of Isc	5.15×10^{-3} A/℃

*STC : Irradiance 1000W/m², AM1.5 spectrum, module temperture 25℃

Electrical Performance at 800W/m², *NOCT, AM1.5	
Maximum Power (Pmax)	148W
Maximum Power Voltage (Vmpp)	23.5V
Maximum Power Current (Impp)	6.32A
Open Circuit Voltage (Voc)	29.9V
Short Circuit Current (Isc)	6.98A

*NOCT (Nominal Operating Cell Temperature) : 49℃

Cells	
Number per Module	54
Cell Technology	Multicrystal
Cell Shape	Rectanglar

Module Characteristics	
Length × Width × Depth without Box	1500×990×36mm
Weight	18.5kg
Cable	(+)950/(−)750mm

Junction Box Characteristics	
Length × Width × Depth	100×108×15mm
IP Code	IP65

Others	
*Reduction	6.0 %
Limiting Reverse Current	15A

*Reduction of efficiency from an irrandiance of 1000W/m² to 200W/m² (cell temperature 25℃)

Please contact our office for further information

KYOCERA

KYOCERA Corporation

■ KYOCERA Corporation Headquarters
CORPORATE SOLAR ENERGY DIVISION
6 Takeda Tobadono-cho
Fushimi-ku, Kyoto
612-8501, Japan
TEL:(81)75-604-3476 FAX:(81)75-604-3475
http://www.kyocera.com/

● KYOCERA Solar, Inc.
7812 East Acoma Drive
Scottsdale, AZ 85260, USA
TEL:(1)480-948-8003 or (800)223-9580 FAX:(1)480-483-6431
http://www.kyocerasolar.com/

● KYOCERA Solar do Brasil Ltda.
Av. Guignard 661, Loja A
22790-200, Recreio dos Bandeirantes, Rio de Janeiro, Brazil
TEL:(55)21-2437-8525 FAX:(55)21-2437-2338
http://www.kyocerasolar.com.br/

● KYOCERA Solar Pty Ltd.
Level 3, 6-10 Talavera Road, North Ryde
N.S.W. 2113, Australia
TEL:(61)2-9870-3948 FAX:(61)2-9888-9588
http://www.kyocerasolar.com.au/

● KYOCERA Fineceramics GmbH
Fritz-Muller-Strasse 107, 73730 Esslingen Germany
TEL:(49)711-93934-999 FAX:(49)711-93934-950
http://www.kyocerasolar.de/
solar@kyocera.de

● KYOCERA Asia Pacific Pte. Ltd.
298 Tiong Bahru Road, #13-03/05
Central Plaza, Singapore 168730
TEL:(65)6271-0500 FAX:(65)6271-0600

● Kyocera Asia Pacific Ltd.
Room 801-802, Tower 1, South Seas Centre,
75 Mody Road, Tsimshatsui East, Kowloon, Hong Kong
TEL:(852)2723-7183 FAX:(852)2724-4501

● KYOCERA Asia Pacific Pte. Ltd., Taipei Office
10F, No. 66, Nanking West Road, Taipei, Taiwan
TEL:(886) 2-2555-3609 FAX:(886)2-2559-4131

● KYOCERA (Tianjin) Sales & Trading Corp.
(Beijing Office)Room 2107, Beijing Huabin International Building,
No.8 Yong An Dong Li, Jian Guo Men Wai Road, Chao Yang District,
Beijing, 100022, China
TEL:(86)10-8528-8838 FAX:(86)10-8528-8839
http://www.kyocera.com.cn/

● KYOCERA Korea Co., Ltd.
Diplomatic Center Room #406, 1376-1,
Seocho-2Dong, Seocho-Ku,Seoul, 137-072, Korea
TEL:(82)2-3463-3538 FAX:(82)2-3463-3539
http://www.kyocera.co.kr/

Kyocera reserves the right to modify these specifications without notice

Certificate Of Completion

Envelope Id: 03DA33DF-580E-87E0-8015-7465B71AB13F
Status: Completed
Subject: FOR SIGNATURES - Net Metering Agreement - Fast Air Repair, LLC - ELE/260836
Source Envelope:
Document Pages: 27
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/10/2026 12:20:02 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: 6/10/2026 12:21:25 PM Viewed: 6/17/2026 3:01:25 PM Signed: 6/17/2026 3:40:02 PM
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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: 6/17/2026 3:40:03 PM Viewed: 6/22/2026 7:14:27 AM Signed: 6/22/2026 7:15:03 AM
Electronic Record and Signature Disclosure: Accepted: 6/22/2026 7:14:27 AM ID: ea66b3b8-c938-41cb-ade8-fbb668bb33fc		
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: 6/22/2026 7:15:04 AM Viewed: 6/22/2026 8:32:21 AM Signed: 6/22/2026 8:32:27 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	6/10/2026 12:21:25 PM
Certified Delivered	Security Checked	6/22/2026 8:32:21 AM
Signing Complete	Security Checked	6/22/2026 8:32:27 AM
Completed	Security Checked	6/22/2026 8:32:27 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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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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CONTRACT # ELE/260836

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: Fast Air Repair, LLC

Mailing Address: 3347 SW 7th Street

City: Ocala State: FL Zip Code: 34474

Phone Number: 352-693-0674 Alternate Phone Number: _____

Email Address: admin@callfastair.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 525435-246022

2. RGS Facility Information

Facility Location: 3347 SW 7th Street Ocala, FL. 34474

Ocala Electric Utility Customer Account Number: 525435-246022

RGS Manufacturer: Kyocera Solar & Solar World-(No longer in business)

Manufacturer's Address: Kyocera-7612 E. Acoma Dr.
Scottsdale, AZ 85260

Reference or Model Number: KD210GH (24 mod.210W) Sunmodule SW285Mono(24-Mod.285W)

Serial Number: Ehphase Inverter- M250

(Continued on Sheet No.19.1)

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3. Facility Rating Information

Gross Power Rating: 10.03kWac ("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: June- 2016

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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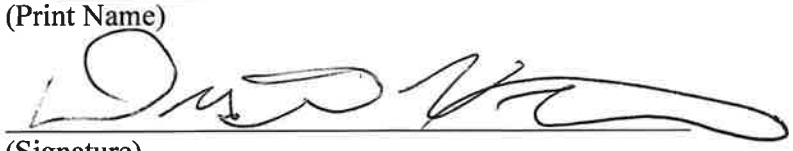
B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 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: Fast Air Repair, LLC Date: 6-8-26
(Print Name)



(Signature)

Docusign Envelope ID: 03DA33DF-580E-87E0-8015-7465B71AB13F

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 8th day of June, 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 Fast Air Repair, LLC, 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.

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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.

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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

By: Signed by: Janice Mitchell 55198B43858A4E1...

Title: CFO

Date: 6/22/2026

Florida Municipal Power Agency

By: DocuSigned by: 087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 6/22/2026

Customer

By: Fast Air Repair, LLC Date: 6-8-26

(Print Name)

(Signature)

Customer's City of Ocala Electric Utility Account Number: 525435-246022

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04E3...

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 2
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 8th day of June, 20 26, by and between Fast Air Repair, LLC, (hereinafter called "**Customer**"), located at 3347 SW 7th Street in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereafter called "**OEU**"), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 3347 SW 7th Street Ocala, FL. 34474.

WITNESSETH

Whereas, a Tier 2 Renewable Generation System (RGS) is an electric generating system that uses one or of 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 more than 10 kilowatts (10 kW) but not greater than 100 kilowatts (100 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 parts of the City of Ocala and Marion County; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU's electrical supply grid at the location indentified 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 OEU has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate OEU's electric system, which limits OEU's 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, 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;

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(Continued from Sheet No. 22.0)

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and 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 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 2 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. In no case should modifications to the RGS be made such that the GPR increases above the 100 kilowatts (100 kW) limit.

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 be required to pay a non-refundable application fee of $375 for the review and processing of the application.

6. The Customer shall fully comply with OEU's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by OEU 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.*

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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.

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 OEU 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 a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU 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 which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then 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's 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's electric 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's electric 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 electric system such that back feed from the customer-owned renewable generation system to OEU's electric 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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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 Sections 18 and 19, 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 million dollars ($1,000,000.00).

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 also 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.

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 OUS 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.

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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's 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 utility system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility 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 utility system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical effects (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.

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.

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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, contractors (and any subcontractor or material supplier thereof), agents 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.

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

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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 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.

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 2.5 percent (%) of the aggregate customer peak demand on OEU's electric 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. 22.8)

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IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

OUS:

Signed by:
By: Janice Mitchell
55198B43858A4E1...

Title: CFO

Date: 6/22/2026

Customer:

By: Fast Air Repair, LLC
(Print Name)

(Signature)

Date: 6-8-26

City of Ocala Electric Utility Account Number:
525435-246022

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

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Insured Copy

Federated Mutual Insurance Company
121 East Park Square, Owatonna, MN 55060
For any inquiries, call: (507) 455-5200

COMMON POLICY DECLARATIONS
COMMERCIAL PACKAGE POLICY

Mutual Company Participating Nonassessable Policy

Policy No. **1907352**
Account No. **445-799-0**

NAMED INSURED AND MAILING ADDRESS

Fast Air Repair LLC
3347 SW 7th St
Ocala, FL 34474-1956

RISK ADDRESS (if different than above):
POLICY PERIOD: from **10/01/2025** to **10/01/2026** 12:01 A.M. Standard time at the designated business premises.

BUSINESS OPERATIONS:
ENTITY TYPE: **Limited Liability Company**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THE POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THE POLICY.

THIS POLICY CONSISTS OF ONLY THOSE COVERAGE PARTS SHOWN BELOW. THE PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial Property Coverage Part

Commercial Crime Coverage Part

Commercial General Liability Coverage Part

Business Auto Coverage Part

CERTIFIED ACTS OF TERRORISM PREMIUM:	**$440**
TOTAL PROVISIONAL PREMIUM	**$200,901**

See Attached Schedule Of Surcharges

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Insured Copy

Federated Mutual Insurance Company
121 East Park Square, Owatonna, MN 55060
(507) 455-5200

DECLARATIONS
COMMERCIAL GENERAL LIABILITY COVERAGE PART

LIMITS OF INSURANCE		Limit
GENERAL AGGREGATE LIMIT (Other than Products-Completed Operations)		$2,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT		$2,000,000
PERSONAL & ADVERTISING INJURY LIMIT		$1,000,000
EACH OCCURRENCE LIMIT		$1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	Any one premises	$100,000
MEDICAL EXPENSE LIMIT	Any one person	Excluded

Refer to General Liability Schedule CG-F-8 for Locations and Classifications.

ENDORSEMENTS APPLICABLE:

See Attached Schedule Of Forms And Endorsements.

This Coverage Part consists of: (1) this Coverage Part Declarations Page; (2) the Schedule of Forms and Endorsements if attached hereto; (3) all forms and endorsements listed on this Coverage Part Declarations Page or, if attached here, the Schedule of Forms and Endorsements; and (4) any other schedules attached hereto.

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[redacted]

e/e16 - 0461

Enphase® **M250** Microinverter // DATA

INPUT DATA (DC)	**M250-60-2LL-S22, M250-60-2LL-S25**	
Recommended input power (STC)	210 - 310 W	
Maximum input DC voltage	48 V	
Peak power tracking voltage	27 V - 39 V	
Operating range	16 V - 48 V	
Min/Max start voltage	22 V / 48 V	
Max DC short circuit current	15 A	
OUTPUT DATA (AC)	**@208 VAC**	**@240 VAC**
Peak output power	250 W	250 W
Rated (continuous) output power	240 W	240 W
Nominal output current	1.15 A (A rms at nominal duration)	1.0 A (A rms at nominal duration)
Nominal voltage/range	208 V / 183-229 V	240 V / 211-264 V
Nominal frequency/range	60.0 / 57-61 Hz	60.0 / 57-61 Hz
Extended frequency range*	57-62.5 Hz	57-62.5 Hz
Power factor	>0.95	>0.95
Maximum units per 20 A branch circuit	24 (three phase)	16 (single phase)
Maximum output fault current	850 mA rms for 6 cycles	850 mA rms for 6 cycles
EFFICIENCY		
CEC weighted efficiency	96.5%	
Peak inverter efficiency	96.5%	
Static MPPT efficiency (weighted, reference EN50530)	99.4 %	
Night time power consumption	65 mW max	
MECHANICAL DATA		
Ambient temperature range	-40°C to +65°C	
Dimensions (WxHxD)	171 mm x 173 mm x 30 mm (without mounting bracket)	
Weight	1.6 kg (3.4 lbs)	
Cooling	Natural convection - No fans	
Enclosure environmental rating	Outdoor - NEMA 6	
Connector type	M250-60-2LL-S22: MC4 M250-60-2LL-S25: Amphenol H4	
FEATURES		
Compatibility	Compatible with 60-cell PV modules	
Communication	Power line	
Integrated ground	The DC circuit meets the requirements for ungrounded PV arrays in NEC 690.35. Equipment ground is provided in the Engage Cable. No additional GEC or ground is required. Ground fault protection (GFP) is integrated into the microinverter.	
Monitoring	Enlighten Manager and MyEnlighten monitoring options	
Compliance	UL1741/IEEE1547, FCC Part 15 Class B, CAN/CSA-C22.2 NO. 0-M91, 0.4-04, and 107.1-01	

* Frequency ranges can be extended beyond nominal if required by the utility

To learn more about Enphase Microinverter technology, visit enphase.com

Reviewed for Code Compliance City of Ocala

enphase® ENERGY

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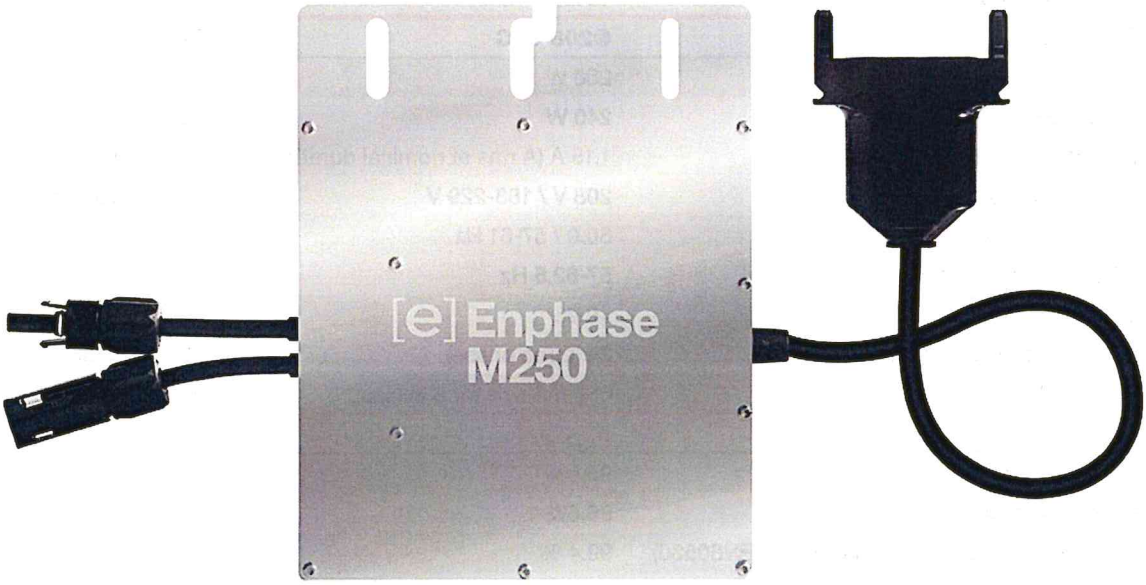
Enphase® **Microinverters**

Enphase® **M250**



The **Enphase® M250 Microinverter** delivers increased energy harvest and reduces design and installation complexity with its all-AC approach. With the M250, the DC circuit is isolated and insulated from ground, so **no Ground Electrode Conductor (GEC) is required for the microinverter.** This further simplifies installation, enhances safety, and saves on labor and materials costs.

The Enphase M250 integrates seamlessly with the Engage® Cable, the Envoy® Communications Gateway™, and Enlighten®, Enphase's monitoring and analysis software.

PRODUCTIVE

- Optimized for higher-power modules
- Maximizes energy production
- Minimizes impact of shading, dust, and debris

SIMPLE

- No GEC needed for microinverter
- No DC design or string calculation required
- Easy installation with Engage Cable

RELIABLE

- 4th-generation product
- More than 1 million hours of testing and millions of units shipped
- Industry-leading warranty, up to 25 years

[e] enphase® ENERGY

C US

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Sunmodule Plus
SW 285 MONO

SOLARWORLD
REAL VALUE

TUV Power controlled:
Lowest measuring tolerance in industry

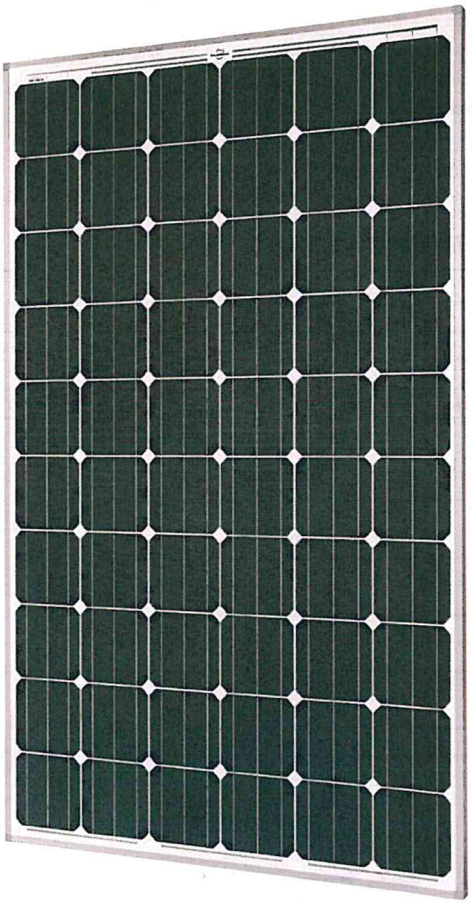
Every component is tested to meet
3 times IEC requirements

Designed to withstand heavy
accumulations of snow and ice

Sunmodule Plus:
Positive performance tolerance

25-year linear performance warranty
and 10-year product warranty

Glass with anti-reflective coating



World-class quality
Fully-automated production lines and seamless monitoring of the process and material ensure the quality that the company sets as its benchmark for its sites worldwide.

SolarWorld Plus-Sorting
Plus-Sorting guarantees highest system efficiency. SolarWorld only delivers modules that have greater than or equal to the nameplate rated power.

25-year linear performance guarantee and extension of product warranty to 10 years
SolarWorld guarantees a maximum performance digression of 0.7% p.a. in the course of 25 years, a significant added value compared to the two-phase warranties common in the industry. In addition, SolarWorld is offering a product warranty, which has been extended to 10 years.*

*in accordance with the applicable SolarWorld Limited Warranty at purchase.
www.solarworld.com/warranty

Qualified, IEC 61215 · Safety tested, IEC 61730 · Periodic Inspection · Blowing sand resistant
Ammonia resistance tested · Periodic Inspection · Power Controlled
PERFORMANCE TESTED SALT MIST RESISTANT PHOTOVOLTAIC PRODUCT
UL 1703
ISO 9001
ISO 14001
Certified
Home Innovation
NGBS GREEN CERTIFIED

Reviewed for
Code Compliance
City of Ocala

MADE IN USA OF US AND IMPORTED PARTS

solarworld.com

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Sunmodule® Plus
SW 285 MONO

SOLARWORLD
REAL VALUE

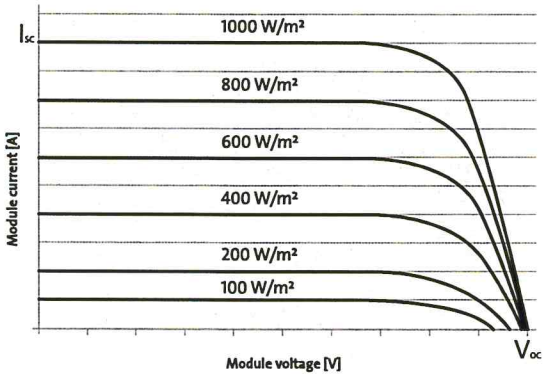
PERFORMANCE UNDER STANDARD TEST CONDITIONS (STC)*

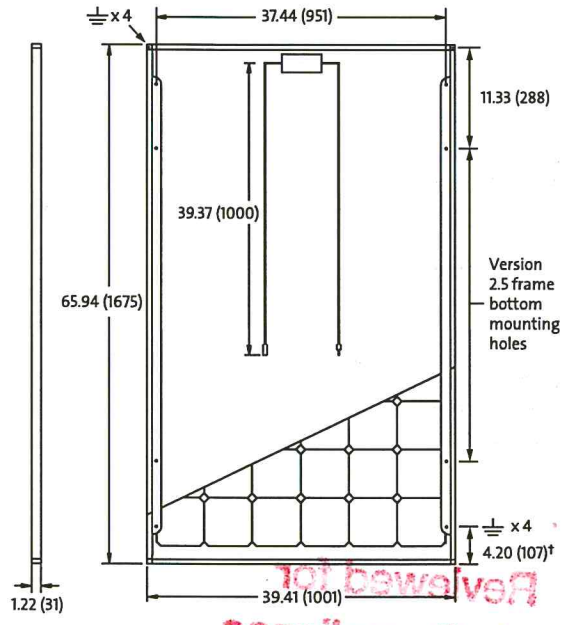
Maximum power	P_{max}	285 Wp
Open circuit voltage	V_{oc}	39.7 V
Maximum power point voltage	V_{mpp}	31.3 V
Short circuit current	I_{sc}	9.84 A
Maximum power point current	I_{mpp}	9.20 A
Module efficiency	η_m	17.0 %

*STC: 1000 W/m², 25°C, AM 1.5
1) Measuring tolerance (P_{max}) traceable to TUV Rheinland: +/- 2% (TUV Power Controlled).

THERMAL CHARACTERISTICS

NOCT	46 °C
TC I_{sc}	0.04 %/°C
TC V_{oc}	-0.30 %/°C
TC P_{mpp}	-0.41 %/°C
Operating temperature	-40°C to 85°C





PERFORMANCE AT 800 W/m², NOCT, AM 1.5

Maximum power	P_{max}	213.1 Wp
Open circuit voltage	V_{oc}	36.4 V
Maximum power point voltage	V_{mpp}	28.7 V
Short circuit current	I_{sc}	7.96 A
Maximum power point current	I_{mpp}	7.43 A

Minor reduction in efficiency under partial load conditions at 25°C: at 200 W/m², 100% (+/-2%) of the STC efficiency (1000 W/m²) is achieved.

COMPONENT MATERIALS

Cells per module	60
Cell type	Mono crystalline
Cell dimensions	6.17 in x 6.17 in (156.75 x 156.75 mm)
Front	Tempered glass (EN 12150)
Frame	Clear anodized aluminum
Weight	39.5 lbs (17.9 kg)

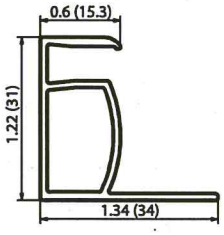
SYSTEM INTEGRATION PARAMETERS

Maximum system voltage SC II / NEC		1000 V
Maximum reverse current		25 A
Number of bypass diodes		3
*Design Loads**	*Two rail system*	113 psf downward 64 psf upward
*Design Loads**	*Three rail system*	170 psf downward 71 psf upward
*Design Loads**	*Edge mounting*	30 psf downward 30 psf upward

*Please refer to the Sunmodule installation instructions for the details associated with these load cases.

ADDITIONAL DATA

Power sorting¹	-0 Wp / +5 Wp
J-Box	IP65
Module leads	PV wire per UL4703 with H4 connectors
Module type (UL 1703)	1
Glass	Low iron tempered with ARC



VERSION 2.5 FRAME
- Compatible with both "Top-Down" and "Bottom" mounting methods
- ⏚ Grounding Locations:
  - 4 corners of the frame
  - 4 locations along the length of the module in the extended flange†

for Review
Code Compliance
Only

All units provided are imperial. SI units provided in parentheses.
SolarWorld AG reserves the right to make specification changes without notice.

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MODEL
KD210GH-2P

THE NEW VALUE FRONTIER

KYOCERA

KD210GH-2P

HIGH EFFICIENCY MULTICRYSTAL PHOTOVOLTAIC MODULE

TÜV
IEC 61215Ed.2
EN61730

This module is manufactured in **ISO9001** certified factories.
Registered No.; JMI0036(Japan), CN07/00321(China), 01 100 528 050018 (Czech Republic)
TUVdotCOM Internet platform for tested quality and service ID 0000022509.

HIGHLIGHTS OF KYOCERA PHOTOVOLTAIC MODULES

Kyocera's advanced cell processing technology and automated production facilities produce a highly efficient multicrystal photovoltaic module.
The conversion efficiency of the Kyocera solar cell is over 16%.
These cells are encapsulated between a tempered glass cover and a pottant with back sheet to provide efficient protection from the severest environmental conditions.
The entire laminate is installed in an anodized aluminum frame to provide structural strength and ease of installation.
Equipped with plug in connectors.

APPLICATIONS

Grid-Connected Systems

- Residential Solar Power Systems
- Public and Industrial Solar Power Systems

Stand-Alone Solar Power Systems for

- Villages in remote areas
- Homes and summer cottages
- Microwave / Radio repeater stations
- Medical facilities in rural areas
- Emergency communication
- Water quality and environmental data monitoring
- Drinking water and livestock water pumping
- Irrigation pumping
- Cathodic protection
- Aviation obstruction lights
- Environmental data monitoring
- Railway signals
- Street lighting
- Desalination
- etc.

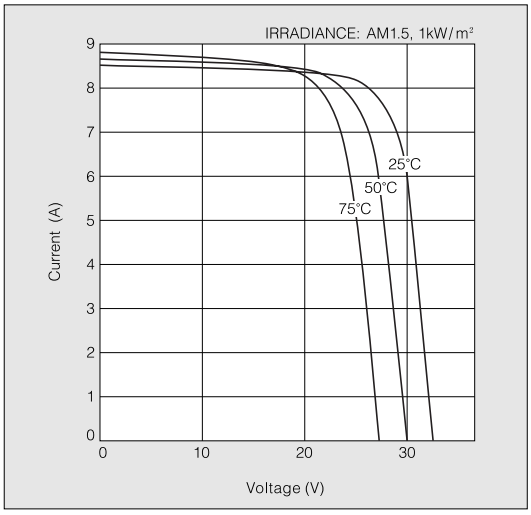
LIMITED WARRANTY

※Limited warranty on material and workmanship:For warranty period, please refer to Warranty issued by Kyocera
※20 years limited warranty on power output:For detail, please refer to "category IV" in Warranty issued by Kyocera

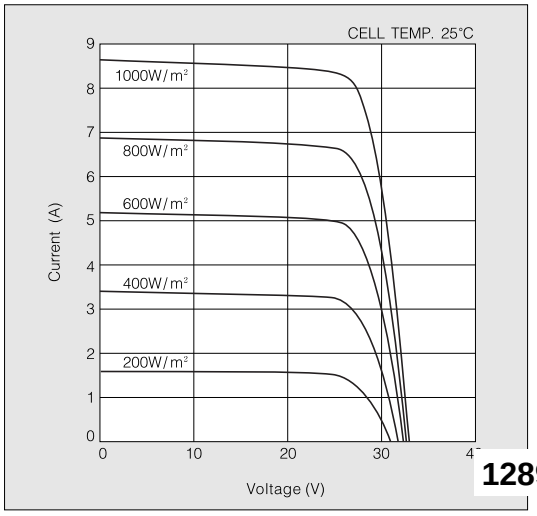
(Long term output warranty shall warrant if PV Module(s) exhibits power output of less than 90% of the original minimum rated power specified at the time of sale within 10 years and less than 80% within 20 years after the date of sale to the Customer. The power output values shall be those measured under Kyocera's standard measurement conditions. Regarding the warranty conditions in detail, please refer to Warranty issued by Kyocera)

ELECTRICAL CHARACTERISTICS

Current-Voltage characteristics of Photovoltaic Module KD210GH-2P at various cell temperatures



Current-Voltage characteristics of Photovoltaic Module KD210GH-2P at various irradiance levels



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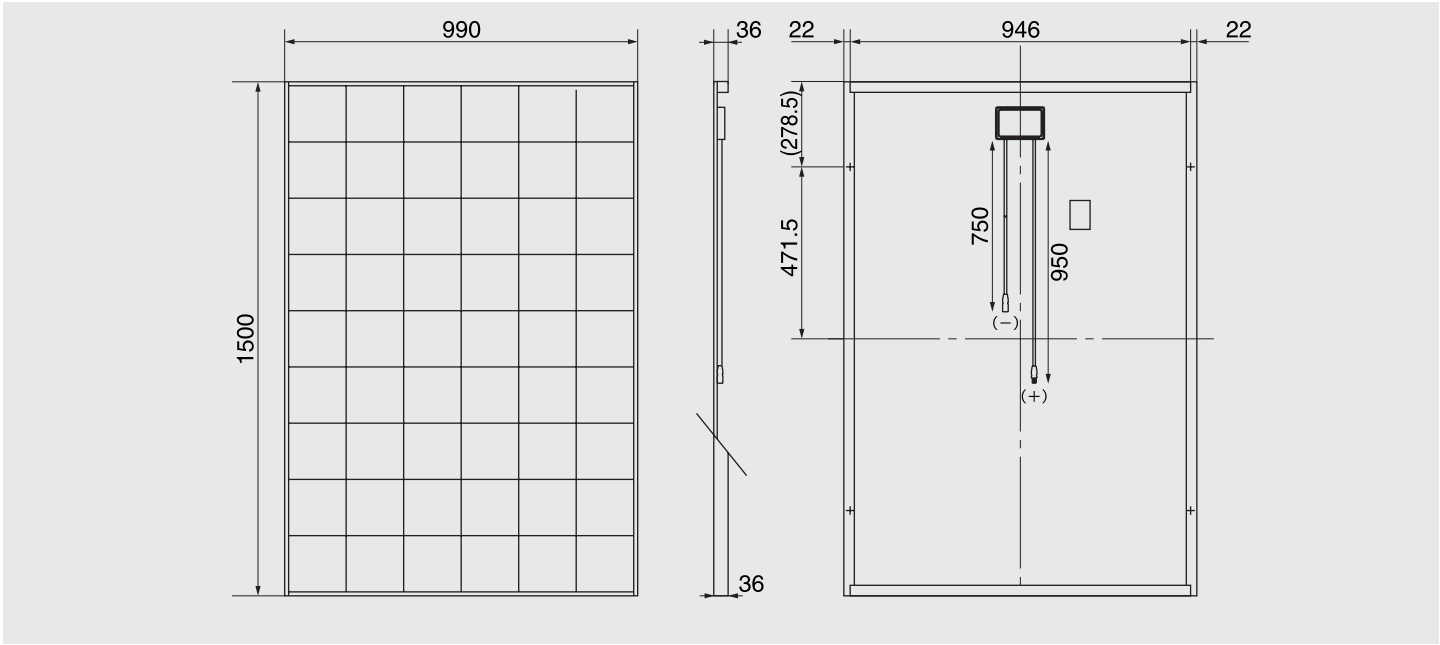
SPECIFICATIONS

KD210GH-2P

Physical Specifications

(Unit : mm)



Specifications

Electrical Performance under Standard Test Conditions (*STC)	
Maximum Power (Pmax)	210W (+5%/−5%)
Maximum Power Voltage (Vmpp)	26.6V
Maximum Power Current (Impp)	7.90A
Open Circuit Voltage (Voc)	33.2V
Short Circuit Current (Isc)	8.58A
Max System Voltage	1000V
Temperature Coefficient of Voc	-1.20×10^{-1} V/℃
Temperature Coefficient of Isc	5.15×10^{-3} A/℃

*STC : Irradiance 1000W/m², AM1.5 spectrum, module temperture 25℃

Electrical Performance at 800W/m², *NOCT, AM1.5	
Maximum Power (Pmax)	148W
Maximum Power Voltage (Vmpp)	23.5V
Maximum Power Current (Impp)	6.32A
Open Circuit Voltage (Voc)	29.9V
Short Circuit Current (Isc)	6.98A

*NOCT (Nominal Operating Cell Temperature) : 49℃

Cells	
Number per Module	54
Cell Technology	Multicrystal
Cell Shape	Rectanglar

Module Characteristics	
Length × Width × Depth without Box	1500×990×36mm
Weight	18.5kg
Cable	(+)950/(−)750mm

Junction Box Characteristics	
Length × Width × Depth	100×108×15mm
IP Code	IP65

Others	
*Reduction	6.0 %
Limiting Reverse Current	15A

*Reduction of efficiency from an irrandiance of 1000W/m² to 200W/m² (cell temperature 25℃)

Please contact our office for further information

KYOCERA

KYOCERA Corporation

■ KYOCERA Corporation Headquarters
CORPORATE SOLAR ENERGY DIVISION
6 Takeda Tobadono-cho
Fushimi-ku, Kyoto
612-8501, Japan
TEL:(81)75-604-3476 FAX:(81)75-604-3475
http://www.kyocera.com/

● KYOCERA Solar, Inc.
7812 East Acoma Drive
Scottsdale, AZ 85260, USA
TEL:(1)480-948-8003 or (800)223-9580 FAX:(1)480-483-6431
http://www.kyocerasolar.com/

● KYOCERA Solar do Brasil Ltda.
Av. Guignard 661, Loja A
22790-200, Recreio dos Bandeirantes, Rio de Janeiro, Brazil
TEL:(55)21-2437-8525 FAX:(55)21-2437-2338
http://www.kyocerasolar.com.br/

● KYOCERA Solar Pty Ltd.
Level 3, 6-10 Talavera Road, North Ryde
N.S.W. 2113, Australia
TEL:(61)2-9870-3948 FAX:(61)2-9888-9588
http://www.kyocerasolar.com.au/

● KYOCERA Fineceramics GmbH
Fritz-Muller-Strasse 107, 73730 Esslingen Germany
TEL:(49)711-93934-999 FAX:(49)711-93934-950
http://www.kyocerasolar.de/
solar@kyocera.de

● KYOCERA Asia Pacific Pte. Ltd.
298 Tiong Bahru Road, #13-03/05
Central Plaza, Singapore 168730
TEL:(65)6271-0500 FAX:(65)6271-0600

● Kyocera Asia Pacific Ltd.
Room 801-802, Tower 1, South Seas Centre,
75 Mody Road, Tsimshatsui East, Kowloon, Hong Kong
TEL:(852)2723-7183 FAX:(852)2724-4501

● KYOCERA Asia Pacific Pte. Ltd., Taipei Office
10F, No. 66, Nanking West Road, Taipei, Taiwan
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● KYOCERA (Tianjin) Sales & Trading Corp.
(Beijing Office)Room 2107, Beijing Huabin International Building,
No.8 Yong An Dong Li, Jian Guo Men Wai Road, Chao Yang District,
Beijing, 100022, China
TEL:(86)10-8528-8838 FAX:(86)10-8528-8839
http://www.kyocera.com.cn/

● KYOCERA Korea Co., Ltd.
Diplomatic Center Room #406, 1376-1,
Seocho-2Dong, Seocho-Ku,Seoul, 137-072, Korea
TEL:(82)2-3463-3538 FAX:(82)2-3463-3539
http://www.kyocera.co.kr/

Kyocera reserves the right to modify these specifications without notice

Certificate Of Completion

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Document Pages: 27
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
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110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
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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: 6/17/2026 3:40:03 PM Viewed: 6/22/2026 7:14:27 AM Signed: 6/22/2026 7:15:03 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: 6/22/2026 7:15:04 AM Viewed: 6/22/2026 8:32:21 AM Signed: 6/22/2026 8:32:27 AM
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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	6/22/2026 8:32:21 AM
Signing Complete	Security Checked	6/22/2026 8:32:27 AM
Completed	Security Checked	6/22/2026 8:32:27 AM

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.

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 ARTWORK LOAN AND DISPLAY

THIS AGREEMENT FOR ARTWORK LOAN AND DISPLAY ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **GWEN MORRISON** ("Artist").

WHEREAS, City is a municipality which regularly utilizes its public spaces to provide exhibit space to local and regional artists for the benefit, use, and enjoyment of its citizens and visitors; and

WHEREAS, Artist is the creator and exclusive owner of certain artwork identified and set forth in the attached **Exhibit A - Artwork** (the "Artwork") and all intellectual property rights therein; and

WHEREAS, Artist desires to loan the Artwork to City for public display and potential sale; and

WHEREAS, City agrees to display the Artwork in certain of its public spaces as set forth herein for the term of this Agreement for the benefit, use, and enjoyment of its citizens and visitors (hereinafter referred to as the "Exhibition").

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **RECITALS**. City and Artist hereby represent and warrant that the Recitals set forth above are true and correct.

2. **LOAN, USE, CREDIT, AND SALE OF ARTWORK.** Artist grants to City a loan of the Artwork for public display during the City of Ocala's **STILLNESS IN MOTION** exhibit, at **CITY HALL** located at **110 SE WATULA AVENUE, OCALA FL, 34471** from **JULY 16, 2026,** through **DECEMBER 3, 2026**.

   A. **Licensed Use.** Artist shall retain all copyrights and other intellectual property rights to the Artwork. Artist hereby expressly grants to City:

      (i) the right to display the Artwork in its public spaces; and

      (ii) an irrevocable right to photograph or film images of the Artwork and use such photographs and film for reproduction in publications now known or later developed by City or for educational, publicity or promotional purposes, provided that such use shall not be for commercial purposes. This grant shall survive the termination of this Agreement.

   B. **Artistic Credit.** City may display with the Artwork information identifying Artist as the creator of the Artwork ("Artistic Credit"). Artist shall be responsible for providing City with Artistic Credit information at the time that the Artwork is transferred to City.

   C. **City's Right to Refuse Artwork**. Artist acknowledges and agrees that City has the right to refuse to exhibit any piece of the Artwork in the City's sole discretion at any time and for any reason including, without limitation, available space, relevance, and content.

   D. **Sale of Artwork.** For any Artwork that has been selected by Artist to be for sale at the Exhibition, City shall include with its display of the Artistic Credit for the Artwork contact information for those persons interested in purchasing the Artwork. All sales and related negotiations for the Artwork shall be the sole responsibility of Artist. Any artwork sold during the Exhibition must remain on-site for the duration of the term of this Agreement, or any subsequent renewal term, unless authorized by City or its authorized representative. Artist shall pay to the City **THIRTY PERCENT (30%)** of the gross receipts generated from Artwork sales during the term of this agreement. City shall have the right to audit or to authorize audits of Artist's books, records,

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and accounts relevant to its obligations under this Agreement. If any audit performed by City discloses an under-reporting of gross receipts, Artist shall pay to City any amounts due under this Agreement within **FIFTEEN (15)** calendar days of written notice by City.

3. **LOAN PERIOD, RENEWAL AND TERMINATION.** The Artwork Loan Period ("Loan Period") shall begin on **JULY 16, 2026,** and shall end on **DECEMBER 3, 2026**, unless otherwise renewed or terminated pursuant to this Agreement.

   A. **Renewal**. The Loan Period may be renewed or extended upon the written consent of both parties, which shall specify the length of the term and any additional consideration exchanged during such renewal.

   B. **Termination**. 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. City shall provide written notice of the termination to Artist and coordinate arrangements for the removal of the Artwork.

4. **TRANSFER, INSTALLATION, CARE, AND REMOVAL OF ARTWORK.** Artist shall deliver, or cause to be delivered, the Artwork to City on or before **JULY 16, 2026**. Artist shall retrieve the Artwork, or cause the artwork to be retrieved, from City no earlier than **DECEMBER 3, 2026**, unless otherwise agreed to by the parties.

   A. **Delivery of Artwork**: City shall take possession of the Artwork at **CITY HALL,** located at **110 SE WATULA AVENUE, OCALA FL, 34471**; or at such other City property or City website that the City deems appropriate from time to time. All costs incurred in connection with the delivery and/or shipment of the Artwork from the Artist to the City shall be borne by Artist. City has the right to relocate the Artwork to other City-owned sites during the Loan Period. City shall provide reasonable notice to Artist of its intent to relocate the Artwork, however, City's decision regarding relocation of the Artwork is final and may occur at any time.

   B. **Condition of Artwork Upon Transfer to City**: The City reserves the right to inspect and document the condition of the Artwork upon its transfer to the City. City will share any such documentation with Artist upon Artist's request. The City has the right to refuse to exhibit any piece of the Artwork as outlined in Paragraph 2(C) above. The absence of any notation in this Agreement as to the condition of the Artwork at the time it is received by City shall not be construed to mean that the Artwork was in good condition upon receipt.

   C. **Installation and De-Installation of Artwork**: Prior to installation, Artist shall assume all risk of loss or damage to the Artwork and shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. City shall supervise the installation and de-installation of the Artwork while the Artwork is in the possession of City. Artist agrees to take all actions reasonably necessary to facilitate the City's timely, safe, and cost-effective installation and de-installation of the Artwork.

   D. **Surrender and Removal of Artwork**: The Artwork shall be returned or released to Artist or Artist's authorized representative. All costs incurred in connection with the delivery and/or shipment of the Artwork from the City to the Artist shall be borne by the Artist. City reserves the right to request the immediate removal of the Artwork from City's public spaces at any time by sending written notice to Artist.

   E. **Abandonment of Artwork:** Artist's failure to remove the Artwork within **SIXTY (60)** days after the expiration of this Agreement, or after otherwise being provided with written request from

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City for immediate removal of the Artwork, such Artwork shall be deemed to be abandoned and shall become property of City and City shall have the right to dispose of the Artwork and any other items related thereto in any manner deemed appropriate in the sole discretion of the City. Under no circumstances shall City be obligated to ship or otherwise transport the Artwork.

5. **CONSIDERATION** Artist acknowledges and agrees that as consideration for the services rendered by Artist under this Agreement, the City shall provide Artist with the opportunity to exhibit and market the Artwork in a public forum, thereby increasing Artist's recognition and likelihood of selling the Artwork. City shall not otherwise compensate Artist for use of the Artwork pursuant to this Agreement or reimburse Artist for any expenses incurred in providing the Artwork.

6. **ARTIST'S WARRANTIES AND REPRESENTATIONS**. Artist warrants and represents as follows:

   A. Artist is the sole owner of and has full legal title to all objects that constitute the Artwork under this Agreement;

   B. Artist has full authority and power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;

   C. The installation and removal of the Artwork will not unacceptably damage or alter the Artwork;

   D. The total value of the Artwork is in the amounts noted on the attached **Exhibit A - Artwork**.

   E. Nothing in the Artwork defames any person or entity, infringes upon any copyright, or otherwise violates the rights of any third party.

7. **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.

8. **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.

9. **INDEMNIFICATION.** Artist shall indemnify and hold harmless City and its elected officials, employees and volunteers against any and all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City may sustain or which may be asserted against City or its elected officials, employees, and volunteers arising out of the activities contemplated by this Agreement including, without limitation, any action, claim, suit, or liability based on a claim that work performed under this Agreement by Artist, or Artist's agents or subcontractors, constitutes an infringement of any patent, copyright, trademark, trade name, or other proprietary right of any kind. This Section shall survive the termination or other expiration of this Agreement. Artist shall advise City, in writing, within **TWENTY-FOUR (24)** hours of any known claim or demand made against the City or Artist relating to or arising out of Artist's activities under this Agreement.

10. **MAINTENANCE OR REPAIR OF ARTWORK.** City agrees to ensure that the Artwork will be maintained and protected to the extent practical. Except as otherwise set forth herein, Artist shall be solely responsible for any and all repair of the Artwork during its Exhibition including, but not limited to, repairs necessitated by damage, fabrication defects, or reasonable wear and tear due to the Artwork being displayed in a public location. In the event of such damage to the Artwork, City

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shall provide reasonable notice to Artist of the occurrence. Artist shall supply City with written maintenance instructions for the Artwork as applicable. City can perform routine or preventative maintenance of the Artwork during the loan period. And City may de-install and surrender possession of the Artwork to Artist pursuant to Paragraph 4, above.

11. **RISK OF LOSS DURING LOAN PERIOD.** Except as otherwise stated herein, upon acceptance of the Artwork by City, the risk of loss to the Artwork during the Loan Period shall be borne by the City.

    A. City shall list the Artwork on its schedule of insured property for which it is self-insured and on any property and casualty insurance purchased by the City for the benefit and protection of Artist in the event the Artwork is damaged or destroyed by an act which would be an insurable risk under either the City's self-insurance and/or purchased insurance protections, consistent with the City's legal ability to do so in accordance with the requirements and restrictions of Florida Statute § 768.28.

    B. During the Loan Period, the City shall insure the Artwork against damage or loss in an amount equal to the lesser of: (a) the amounts set forth in **Exhibit A - Artwork**; or (b) $15,000.00. The amounts set forth in **Exhibit A – Artwork** are the Artist's estimate of fair market value and does not preclude the City from later disputing the claimed fair market value.

    C. The City's obligation to provide insurance for the Artwork is solely for the duration of the Loan Period and only while the Artwork is in the possession and control of City. City shall have no liability for damage or destruction that may occur during transportation to or from the City, during installation, or during removal.

12. **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.

13. **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 Artist:	Gwen Morrison 10166 SW 82nd Place Road Ocala, FL 34481 Phone: 770-313-6658 E-mail: gwenm4@gmail.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 Email: 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, FL 34471
Phone: 352-401-3972
E-Mail: cityattorney@ocalafl.gov

14. **ACCESS TO FACILITIES**. City shall provide Artist with access to all City facilities as is reasonably necessary for Artist to perform its obligations under this Agreement.
15. **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.
16. **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.
17. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
18. **ATTORNEY'S FEES.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) 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; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

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19. **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.
20. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
21. **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.
22. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
24. **ELECTRONIC SIGNATURE(S).** Artist, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
25. **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. This Agreement supersedes any previous agreements for the Artwork referenced herein.
26. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

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IN WITNESS WHEREOF, the parties have executed this Agreement on 6/24/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Peter Lee
5BB28E162F2E4C2...

Peter Lee
City Manager

Approved as to form and legality

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

ARTIST

DocuSigned by:
Gwen Morrison
AE8B7D07B37F4C6...

Gwen Morrison

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Exhibit A- Artwork

Stillness in Motion/ July 16, 2026- December 2, 2026

Reflection 11” x 14” Watercolor $150	Drift 11” x 14” Watercolor $150	Horizon 11” x 14” Watercolor $150	Vertex 11” x 14” Watercolor $150

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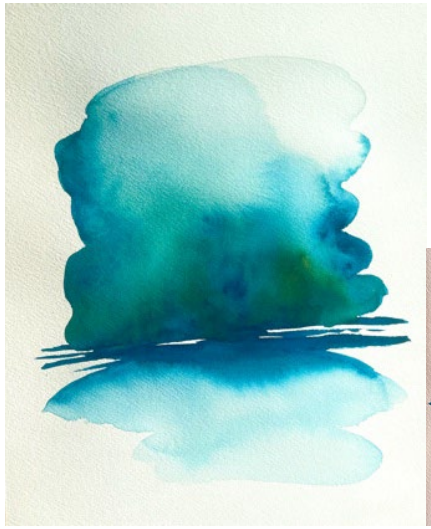
Exhibit A- Artwork

Stillness in Motion/ July 16, 2026- December 2, 2026



Presence 11” x 14” Watercolor $200	Origin 11” x 14” Watercolor $150	Emerge 11” x 14” Watercolor $200	Breathe 11” x 14” Watercolor $200

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Exhibit A- Artwork

Stillness in Motion/ July 16, 2026- December 2, 2026

Synergy 11” x 14” Watercolor $150	Vapor 16” x 20” Watercolor $275	Haven 16” x 20” Watercolor $395	Equilibrium 18” x 24” Watercolor $700

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Exhibit A- Artwork

Stillness in Motion/ July 16, 2026- December 2, 2026

Stitch 18” x 24” Watercolor, Thread $700	Sequence 11” x 14” Watercolor $175	Tether 16” x 20” Watercolor $395	Trace 16” x 20” Watercolor $395

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Exhibit A- Artwork

Stillness in Motion/ July 16, 2026- December 2, 2026

Alignment 11” x 14” Watercolor $175	Interval 16” x 20” Watercolor $395	Resonance 16” x 20” Watercolor $395	Frequency 11” x 14” Watercolor $185

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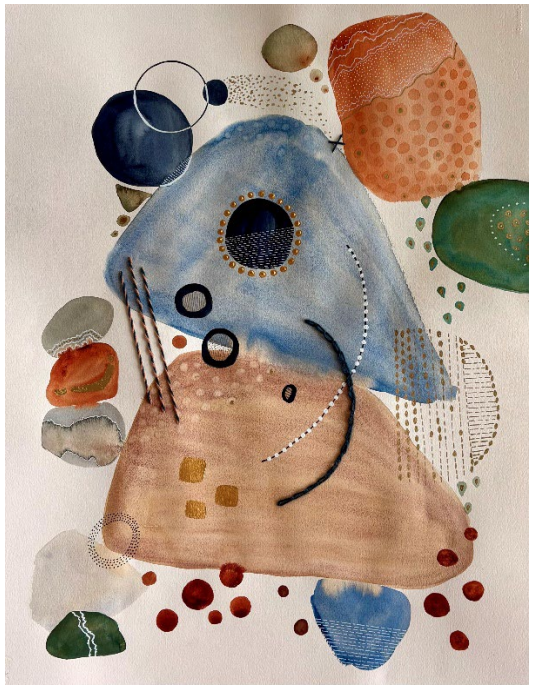
Exhibit A- Artwork

Stillness in Motion/ July 16, 2026- December 2, 2026



Momentum 24” x 36” Watercolor, Yarn, Acrylic $1,200	Harmony 24” x 36” Watercolor $900

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VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

GWEN MORRISON
VENDOR NAME

10166 SW 82ND PL RD OCALA 34481
VENDOR STREET ADDRESS, CITY, STATE, ZIP CODE

VENDOR acknowledges and understands that prior to commencement of an Agreement with the City of Ocala (the "City") and until completion of all obligations under said agreement, all vendors desiring to provide services to the City or to hold special events on City property are required to procure and maintain, for the life of said Agreement, the following types and limitations of liability insurance:

- **Commercial General Liability Insurance** identifying the City, a political subdivision of the State of Florida, and its officials, employees, and volunteers as additional insureds with an endorsement equal or broader to CG 20 26 04 13 from and against all claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons or damage to or loss of property arising out of or in any manner connected with the Vendor's services or event in the amounts of not less than ONE MILLION DOLLARS ($1,000,000.00) PER OCCURRENCE and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

VENDOR acknowledges and understands that **unless** CITY provides a written waiver of the insurance requirements, the failure of VENDOR to obtain and maintain the required insurance shall constitute a breach of contract.

By signing below, VENDOR intends for this document to serve as its written request for waiver of the foregoing insurance requirements for the following special event to occur on July 16 2026 - DEC ~~31 2026~~ (IDENTIFY DATE HERE): EVENT DESCRIPTION:

2026 ART IN CITY SPACES

In exchange for and acceptance of CITY's waiver of the foregoing insurance requirements, VENDOR, including its successors and assigns, does hereby covenant and agree to indemnify, hold harmless, and defend the City of Ocala and its elected officials, employees, and volunteers from and against any and all claims, actions, liability, loss, damage, injury, death, or expense of any and every kind which may accrue or be suffered by any person, partnership, or other entity of any kind, in whole or in part from the intentional or negligent acts or omissions of VENDOR or its employees, agents, subcontractors, successors, or assigns. In the event that any suit or action is brought against CITY, its elected officials, employees, or volunteers for any of the claims described herein, VENDOR, its successors and assigns shall defend the suit or action at VENDOR'S sole cost and expense and shall fully satisfy any judgment that is rendered against CITY, its elected officials, employees, or volunteers, or any combination thereof.

1309

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IN WITNESS WHEREOF, the VENDOR sets its hand this 26 day of MAY, 2026.

VENDOR SIGNATURE

GWEN MORRISON

VENDOR PRINTED NAME

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☐ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:

_____ (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE

_____ (Date)

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26 day of

MAY, 2026.

VENDOR SIGNATURE

GWEN MORRISON

VENDOR PRINTED NAME

Richard Dennis

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☒ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:
5/27/2026 (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE

(Date)

Certificate Of Completion

Envelope Id: 5A7E5705-25A3-8A11-8348-F923FCE9F73D
Status: Completed
Subject: SIGNATURE - (GRM/260827) Gwen Morrison - Art in City Spaces Exhibition
Source Envelope:
Document Pages: 16
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Gwen Morrison gwenm4@gmail.com Security Level: Email, Account Authentication (None)	DocuSigned by: Gwen Morrison AE8B7D07B37F4C6... Signature Adoption: Pre-selected Style Using IP Address: 38.137.133.114 Signed using mobile	Sent: 6/17/2026 2:35:19 PM Viewed: 6/17/2026 2:36:10 PM Signed: 6/17/2026 3:32:46 PM
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William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/17/2026 3:32:47 PM Viewed: 6/17/2026 3:44:49 PM Signed: 6/17/2026 3:51:06 PM
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Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 2600:387:f:10a3::3 Signed using mobile	Sent: 6/17/2026 3:51:08 PM Viewed: 6/24/2026 9:30:07 AM Signed: 6/24/2026 9:30:31 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/24/2026 9:30:32 AM Viewed: 6/24/2026 10:53:29 AM Signed: 6/24/2026 10:54:35 AM
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Envelope Sent	Hashed/Encrypted	6/17/2026 2:35:19 PM
Envelope Updated	Security Checked	6/17/2026 2:44:35 PM
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Envelope Updated	Security Checked	6/17/2026 2:44:35 PM
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Signing Complete	Security Checked	6/24/2026 10:54:35 AM
Completed	Security Checked	6/24/2026 10:54:35 AM
Payment Events	**Status**	**Timestamps**
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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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FIRST AMENDMENT TO AGREEMENT FOR STORMWATER GROUND MAINTENANCE SERVICES - NORTHWEST

THIS FIRST AMENDMENT TO AGREEMENT FOR STORMWATER GROUND MAINTENANCE SERVICES - NORTHWEST ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **SOUTHERN LAWN CARE MID FLORIDA, INC.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 27-4898723) ("Contractor").

WHEREAS, on April 11, 2025, City and Contractor entered into an Agreement for Stormwater Ground Maintenance Services (the "Original Agreement"), City of Ocala Contract No.: PWD/240905, for a term beginning April 2, 2025, and ending April 1, 2028; and

WHEREAS, City and Contractor wish to add a location to be serviced under the terms of the Original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor 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 and replaced in its entirety 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:	Southern Lawn Care Mid Florida, Inc. Attention: Tim McQuaig 13900 NE 41st Terrace Anthony, Florida 32617 Phone: 352-304-3921 E-mail: kawboy32x@gmail.com
If to City of Ocala:	Patricia Lewis, Interim Director City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-88248 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.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 6/18/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

SOUTHERN LAWN CARE MID FLORIDA, INC.

DocuSigned by:
TIM MCQUAIG
5F5BAB04FEEA49A...

By: TIM MCQUAIG
(Printed Name)

Title: President
(Title)

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NORTHWEST DRAINAGE RETENTION AREAS - LOCATIONS				
ITEM	DESCRIPTION	**Est. Acre**	**UOM**	**UNIT COST**
PWD/NW 01	DRA #3+B8:B220 NW 21st Street & NW 3RD AVE. MOW & WEEDEAT TOP AND SLOPES OF DRA TO FENCELINES TO THE NORTH, MOW TO THE STREET ON THE EAST,WEST AND SOUTH, MOW TO THE WEST AND NORTH PROPERTY LINE OF PARCEL 25317-000-00. BRUSHBACK NORTH FENCELINE OF ANY GROWTH ON OR OVER HANGING LIMBS	0.33	EA	$ 150.00
PWD/NW 02	DRA #138: NW 25TH ST & NW 5TH AVE (2 TRIANGLES) MOW BOTH TRIANGLE LOTS BETWEEN NW 8TH AVE, NW 24TH PL AND NW 25TH AVE WEEDEAT AROUND TREES, SIGNS ETC.	0.55	EA	$ 75.00
PWD/NW 03	DRA 137: NW 26TH ST & NW 6TH AVE. MOW TOP & SLOPES. WEED EAT FENCELINES TO THE NORTH AND EAST, MOW TO THE ROAD ON THE WEST AND SOUTH. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS. WEEDEAT AROUND TREES, SIGNS, ETC.	0.19	EA	$ 45.00
PWD/NW 04	DRA 136: 2800 BLK OF NW 3RD TERR. (PROVIDENCE NORTH) MOW TOP & SLOPES, WEEDEAT ALL FENCLINES ON THE INSIDE, MOW FROM OUTSIDE OF FENCE TO ROAD, WEEDEAT OUTSIDE FENCLINE, AROUND SIGNS, EDGE MIAMI CURBING ALONG ROAD. BRUSHBACK ALL FENCELINES OF ANY GROWTH OR OVER HANGING LIMBS	2.91	EA	$ 45.00
PWD/NW 05	DRA 135: NW 31ST ST & NW 4TH AVE. (PROVIDENCE NORTH) MOW TOP & SLOPES TO THE WOOD LINE TO THE NORTH AND WEST SIDES, MOW TO THE ROAD TO THE EAST AND TO FENCELINE TO THE SOUTH. EDGE MIAMI CURBING ALONG THE ROAD. WEEDEAT FENCELINE, AROUND TREES, SIGNS, ETC. BRUSHBACK ANY ENCROACHING GROWTH FROM THE WOODLINE ON THE NORTH AND WEST SIDE	0.19	EA	$ 45.00
PWD/NW 06	DRA 133: NW 10TH ST & NW 4TH AVE. MOW TOP AND SLOPES, WEEDEAT ALL FENCELINES AND AROUND STRUCTURES ON THE INSIDE. MOW AND WEEDEAT FROM FENCE TO ROAD ON NW 4TH AVE, WEEDEAT/EDGE STRIP FROM FENCE TO SIDEWALK ON NW 10TH ST. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	2.39	EA	$ 57.00
PWD/NW 07	DRA 134: NW 13TH ST & NW 4TH AVE (ENTER ALONG EASEMENT OFF OF 441/301 TO THE NORTH.) MOW TOP & SLOPES FROM SOUTH FENCELINE TO NORTH WOODLINE AND FROM BOTTOM OF 441 OVERPASS SLOPE TO EAST WOODLINE. WEEDEAT ALL FENCELINES IN THAT AREA	EA	EA	$ 57.00
PWD/NW 08	DRA 131: NW 8TH ST & NW 1ST AVE. MOW TOP & SLOPES, WEEDEAT ALL FENCELINES ON THE INSIDE. MOW FROM FENCE TO ROAD ON NW 8TH ST. EDGE SIDEWALK & WEEDEAT FENCELINE, MOW FROM FENCE TO ROAD ON NW 1ST AVE, WEEDEAT FENCELINE, BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	2.13	EA	$ 52.00
PWD/NW 09	DRA 129: NW 6TH ST & NW 5TH AVE. (ENTER SOUTH OF NW 5TH AVE/ NW 6TH ST INTERSECTION) MOW TOPS & SLOPES, WEEDEAT ALL FENCELINES ON THE INSIDE. MOW OUTSIDE FROM FENCE TO WEST WOODLINE ON THE OUTSIDE, WEEDEAT OUTSIDE WEST FENCELINE. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	0.6	EA	$ 98.00
PWD/NW 10	DRA 130: NW 4TH PL & NW 6TH TERR. MOW TOP & SLOPES, WEEDEAT ALL FENCELINES AND AROUND STRUCTURES ON THE INSIDE. MOW FROM FENCE TO ROAD ON NW 6TH TERRACE, EDGE SIDEWALK AND WEEDEAT FENCELINE. MOW FROM FENCE TO NEW BETHELS DRIVEWAY ON THE SOUTH SIDE, WEEDEAT FENCELINE, WEEDEAT FENCELINE ALONG PARKING LOT. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	4.6	EA	$ 63.00
PWD/NW 11	DRA 379: NW 2ND ST & NW 4TH TERR (ENTER AT DEAD END OF 4TH TERR) MOW TOP & SLOPES, WEEDEAT ALL FENCELINES AND AROUND STRUCTURES INSIDE. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	1.21	EA	$ 92.00
PWD/NW 12	DRA 157: 100 BLK OF NW 12TH AVE (SMALL TRIANGLE DRA AT DEAD END) MOW TOP & SLOPES FROM WOODLINE TO WALL , EDGE SIDEWALK. BRUSHBACK ANY ENCROACHING GROWTH FROM WOODLINE	0.08	EA	$ 46.00

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ITEM	DESCRIPTION	Est. Acre	U.O.M.	UNIT COST
PWD/NW 13	DRA 127: 1200 BLK OF NW 4TH ST (ACROSS FROM MADISON STREET) MOW TOP & SLOPES, WEEDEAT ALL FENCELINES INSIDE AND OUT, EDGE SIDEWALK ON NORTH SIDE, BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	0.64	EA	$ 110.00
PWD/NW 14	DRA 128: NW 7TH ST & NW 9TH AVE MOW TOP & SLOPES, WEEDEAT ALL FENCELINES AND AROUND STRUCTURES INSIDE, MOW/WEEDEAT OUT SIDE FROM FENCE TO ROAD ON THE WEST SIDE AND FROM FENCE TO ROAD ON NORTH SIDE, EDGE NORTH SIDE SIDEWALK, BRUSHBACK FENCELINES OF ANY GROWTH OR OVER HANGING LIMBS	0.16	EA	$ 402.00
PWD/NW 15	DRA 126: NW 4TH ST & NW 17TH AVE (JUST NORTH OF 4TH ST ON 17TH AVE) MOW TOP & SLOPES, WEEDEAT ALL FENCELINES ON THE INSIDE, MOW OUTSIDE FROM FROM FENCE TO ROAD ON EAST SIDE, WEEDEAT FENCELINE & EDGE CURBING, MOW 1 PASS ON OUTSIDE OF NORTH FENCELINE, WEEDEAT FENCELINE. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	0.25	EA	$ 46.00
PWD/NW 16	DRA 125: NW 7TH ST & NW 6TH CT (L-SHAPED DRA) MOW TOP & SLOPES, WEEDEAT ALL FENCELINES ON THE INSIDE, MOW OUTSIDE FROM FENCE TO ROAD ON SOUTH SIDE, WEEDEAT FENCELINE & EDGE MIAMI CURBING, MOW OUTSIDE FROM FENCE TO ROAD ON EAST SIDE, WEEDEAT FENCELINE & EDGE MIAMI CURBING, MOW OUTSIDE FROM FENCE TO ROAD ON NORTH SIDE, WEEDEAT FENCELINE. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	1.41	EA	$ 57.00
PWD/NW 17	DRA 124: 2000 BLK OF NW 6TH ST (AT THE DEAD END OF NW 6TH ST) MOW TOP & SLOPES, WEEDEAT ALL FENCELINES AND AROUND LIFT STATION ON THE INSIDE, MOW & WEEDEAT OUTSIDE FENCE AT DEAD END. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	0.69	EA	$ 69.00
PWD/NW 18	DRA 123: NW 8TH ST & NW 22ND AVE MOW TOP & SLOPES, WEEDEAT ALL FENCELINES ON THE INSIDE. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	0.33	EA	$ 52.00
PWD/NW 19	DRA 122: NW 8TH ST & NW 22ND CT (ENTER AT ALLEY WEST OF INTERSECTION) MOW TOP & SLOPES, WEEDEAT ALL FENCELINES ON THE INSIDE, MOW ALLEY FROM FENCE TO ROAD, WEEDEAT SOUTH FENCELINE. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	0.35	EA	$ 110.00
PWD/NW 20	DRA 121: NW OLD BLICHTON RD & NW 23RD AVE MOW TOP, SLOPES, AND BOTTOM, MOW TO ROAD ON NORTH, EAST AND SOUTH SIDES AND TO FENCELINE ON WEST SIDE. WEEDEAT AROUND ANY STRUCTURES SIGNS ETC.	0.25	EA	$ 46.00
PWD/NW 21	DRA 119: NW 7TH ST & NW 25TH AVE (NORTH DRA) MOW TOP & SLOPES, MOW TO ROAD ON SOUTH AND EAST SIDES, MOW TO PROPERTY LINE OF PARCEL # 2239-003-010 TO THE NORTH, MOW TO WOODLINE TO THE WEST, WEEDEAT AROUND SIGNS, STRUCTURES, TREES ETC.	1.32	EA	$ 52.00
PWD/NW 22	DRA 120: NW 7TH ST & NW 25TH AVE (SOUTH DRA) MOW TOP & SLOPES, MOW TO ROAD ON THE NORTH, EAST, AND SOUTH SIDES, MOW TO PROPERTY LINES OF PARCEL #'S 2268-001-001 & 2268-001-010 TO THE WEST, WEEDEAT AROUND SIGNS, STRUCTURES, ETC... KEEP FENCE AROUND NORTH SPILLWAY CLEAR OF ANY GROWTH	2.95	EA	$ 57.00
PWD/NW 23	DRA 118: 2800 BLK OF NW 8TH PL MOW TOP & SLOPES, WEEDEAT ALL FENCELINES ON THE INSIDE, MOW OUTSIDE FROM FENCE TO ROAD, WEEDEAT FENCELINE, BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	0.81	EA	$ 46.00
PWD/NW 24	DRA 142: NW 22ND ST & M.L.K AVE (EAST DRA) MOW TOP, SLOPES, AND BOTTOM FOLLOWING LINES PRESENTLY ESTABLISHED. MOW TO SIDEWALK ON WEST SIDE AND TO ROAD ON SOUTH SIDE, EDGE ALL SIDEWALKS	0.76	EA	$ 138.00
PWD/NW 25	DRA 143: NW 22ND ST & M.L.K AVE (WEST DRA) MOW TOP,SLOPES, AND BOTTOM. MOW TO WOODLINE TO THE NORTH, RAILROAD PROPERTY LINE TO THE WEST/SOUTH AND TO THE ROAD ON THE EAST. EDGE SIDEWALK, WEEDEAT AROUND SIGNS, STRUCTURES, ETC.	3.34	EA	$ 52.00

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ITEM	DESCRIPTION	Est. Acre	U.O.M.	UNIT COST
PWD/NW 26	DRA 140: NW 17TH PL & MLK AVE (NORTH DRA) MOW TOP,SLOPES, AND BOTTOM. MOW TO THE WOODLINE ON THE NORTH, EAST, AND SOUTH, MOW TO ROAD ON THE WEST, EDGE ALL SIDEWALKS, WEEDEAT AROUND SIGNS, TREES, STRUCTURES ETC.	6.8	EA	$ 46.00
PWD/NW 27	DRA 141: NW 16TH ST & M.L.K AVE MOW TOP, SLOPES, AND BOTTOM, MOW TO WOODLINE TO THE EAST AND SOUTH, MOW TO ROAD ON THE WEST, EDGE ALL SIDEWALKS, WEEDEAT AROUND SIGNS, TREES, STRUCTURES ETC.	3.59	EA	$ 46.00
PWD/NW 28	DRA 116: NW 14TH ST & NW 23RD AVE MOW TOP & SLOPES, MOW TO FENCELINES IN THE WEST AND SOUTH, MOW TO ROAD TO THE NORTH, MOW TO TREELINE/DIRT ROAD TO THE EAST, WEEDEAT WEST AND SOUTH FENCELINES, AROUND TREES, SIGNS, STRUCTURES ETC... BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	1.18	EA	$ 52.00
PWD/NW 29	DRA 113: NW 14TH ST & NW 20TH CT (LILLIAN BRYANT PARK) MOW TOP & SLOPES, WEEDEAT ALL FENCELINES ON THE INSIDE, WEEDEAT OUTSIDE FENCELINES ON THE NORTH,WEST, AND SOUTH. MOW DITCH FROM CHAIN ON 14TH NORTH TO DRA AND EAST TO FENCELINE. WEEDEAT EAST FENCELINE. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	0.78	EA	$ 138.00
PWD/NW 30	DRA 117: 1900 BLK OF NW 11TH ST MOW TOP & SLOPES, WEEDEAT ALL FENCELINES ON THE INSIDE, MOW OUTSIDE FROM FENCE TO ROAD ON NORTH SIDE , WEEDEAT FENCELINE, EDGE MIAMI CURBING, MOW OUTSIDE FROM FENCE TO ROAD ON EAST SIDE, WEDEAT FENCELINE. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	0.22	EA	$ 52.00
PWD/NW 31	DRA 114: NEXT TO 1412 NW 20TH AVE MOW TOP & SLOPES, WEEDEAT ALL FENCELINES ON THE INSIDE, MOW OUTSIDE FROM FENCE TO ROAD ON EAST SIDE, WEEDEAT FENCELINE & EDGE MIAMI CURBING, MOW OUTSIDE FROM FENCE TO ROAD ON WEST SIDE, WEEDEAT FENCELINE & EDGE MIAMI CURBING. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	0.23	EA	$ 57.00
PWD/NW 32	DRA 112: NW 17TH PL & NW 18TH PL MOW TOP & SLOPES, WEEDEAT ALL FENCELINES ON THE INSIDE, MOW OUTSIDE FROM FENCE TO ROAD ON EAST SIDE, EDGE SIDEWALK & WEEDEAT FENCELINE, MOW OUTSIDE FROM FENCE TO ROAD ON NORTH SIDE, EDGE SIDEWALK & WEEDEAT FENCELINE, WEEDEAT OUTSIDE OF WEST FENCELINE. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	0.37	EA	$ 97.00
PWD/NW 33	DRA 110: 1800 BLK OF NW 22ND AVE (NORTH DRA) MOW TOP & SLOPES, WEEDEAT ALL FENCELINES INSIDE AND OUTSIDE, MOW 2 PASSES ON THE NORTH,EAST, AND SOUTH SIDES, MOW FROM FENCE TO ROAD ON WEST SIDE, EDGE MIAMI CURBING. BRUSHBACK FENCELIINES OF ANY GROWTH OR OVERHANGING LIMBS	0.09	EA	$ 46.00
PWD/NE 34	DRA 111: 1800 BLK OF NW 22ND AVE (SOUTH DRA) MOW TOP & SLOPES, WEEDEAT ALL FENCELINES INSIDE & OUTSIDE, MOW 2 PASSES ON THE NORTH,EAST, AND SOUTH SIDES, MOW TO FROM FENCE TO ROAD ON WEST SIDE, EDGE MIAMI CURBING. BRUSHBACK FENCELINES OF ANY GROWTH OR OVER HANGING LIMBS	0.15	EA	$ 46.00
PWD/NE 35	DRA 105: BEHIND 1846 NW 21ST CT MOW TOP & SLOPES, WEEDEAT ALL FENCELINES ON THE INSIDE, MOW 2 PASSES ON OUTSIDE OF NORTH FENCE & WEEDEAT FENCELINE. BRUSHBACK ALL FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	0.54	EA	$ 46.00
PWD/NW 36	DRA 108: DITCHLINE FROM NW 24TH CT TO NW 18TH ST (BEHIND HOUSES ON 24TH RD) MOW TOP, SLOPES, AND BOTTOM OF DITCH LOCATION FOLLOWING PRESENTLY ESTABLISHED LINES	0.85	EA	$ 46.00
PWD/NW 37	DRA 106: NW 20TH ST & NW 26TH AVE MOW TOP & SLOPES, WEEDEAT ALL FENCELINES ON THE INSIDE, MOW OUTSIDE FROM FENCE TO ROAD ON SOUTH SIDE,WEEDEAT FENCLINE & EDGE MIAMI CURBING. BRUSHBACK ALL FENCELINES OF GROWTH OR OVERHANGING LIMBS	0.2	EA	$ 52.00
PWD/NW 38	DRA 108: NW 18TH ST & NW 27TH AVE MOW TOP,SLOPES, AND BOTTOM, MOW TO ROAD TO THE NORTH AND WEST, TO THE TREE LINE TO THE EAST AND TO PROPERTY LINE OF PARCEL # 22446-000-00. WEEDEAT AROUND TREES, SIGNS, STRUCTURES, ETC..	0.85	EA	$ 86.00

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ITEM	DESCRIPTION	Est. Acre	U.O.M.	UNIT COST
PWD/NW 39	DRA 107: NW 17TH ST & NW 27TH AVE MOW TOP, SLOPES, AND BOTTOM, MOW TO FENCELINE TO THE NORTH, TO THE ROAD TO THE EAST AND SOUTH AND TO LINE OF HEDGES TO THE WEST. WEEDEAT NORTH FENCELINE. BRUSHBACK FENCELINE OF ANY GROWTH OR OVERHANGING LIMBS	0.1	EA	$ 46.00
PWD/NW 40	DRA 104: NW BLICHTON RD & NW 27TH AVE (BEHIND RURAL KING) MOW TOP, SLOPES, AND BOTTOM, WEEDEAT ALL FENCELINES ON THE INSIDE, MOW OUTSIDE FROM FENCE TO ROAD, WEEDEAT FENCELINE. BRUSHBACK ALL FENCELINES OF GROWTH OR OVERHANGING LIMBS	1.52	EA	$ 52.00
PWD/NW 41	DRA 101: NW 18TH ST & NW 28TH CT (AT DEAD END OF 28TH CT) MOW TOP, SLOPES, AND BOTTOM BETWEEN NORTH AND SOUTH DEAD ENDS OF 28TH CT. WEEDEAT EAST AND WEST FENCELINES, AROUND TREES, SIGNS, ETC.. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	0.41	EA	$ 80.00
PWD/NW 42	DRA 102: DRA NEXT TO 3104 NW 17TH ST (GOLDEN HOLIDAY) MOW TOP, SLOPES, AND BOTTOM, MOW TO NORTH FENCELINE, EAST AND WEST PROPERY LINE OF PARCEL # 2170+001-009 AND TO THE ROAD TO THE SOUTH. WEEDEAT AROUND TREES, SIGNS, STRUCTURES, ETC.. BRUSHBACK ANY ENCROACHING GROWTH FROM THE NORTH FENCELINE	0.52	EA	$ 46.00
PWD/NW 43	DRA 393: NW 21ST ST & NW 35TH AVE RD MOW TOP & SLOPES, MOW TO ROAD TO THE SOUTH AND WEST, AND TO PROPERTY LINE OF PARCEL # 21465+000-01 TO THE NORTH AND EAST. EDGE CURBING ALONG ROAD TO THE WEST, WEEDEAT AROUND SIGNS, TREES, STRUCTURES, ETC.	1.33	EA	$ 110.00
PWD/NW 44	DRA 161: 2500 BLK OF NW 35TH AVE RD (SOUTH DRA) MOW TOP & SLOPES TO EAST AND SOUTH PROPERTY LINE OF PARCEL # 21465+000-02, MOW TO ROAD TO THE WEST, EDGE CURBING ALONG ROAD & CONCRETE FLUME CONNECTING DRAS 161 & 162, WEEDEAT AROUND SIGNS, POLES, STRUCTURES, ETC.. DRAS 161 & 162 SHARE THE SAME PARCEL #	3.06	EA	$ 52.00
PWD/NW 45	DRA 162: 2500 BLK OF NW 35TH AVE RD (NORTH DRA) MOW TOP & SLOPES TO NORTH AND EAST PROPERTY LINE/ TREE LINE OF PARCEL 21465+000-02, MOW TO ROAD TO THE WEST, EDGE CURBING ALONG ROAD, WEEDEAT AROUND SIGNS, POLES, STRUCTURES, ETC.	0.85	EA	$ 92.00
PWD/NW 46	DRA 163: 3000 BLK OF NW 35TH AVE RD MOW TOP & SLOPES TO NORTH AND EAST FENCELINES, TO ROAD TO THE WEST AND TO THE SOUTH PROPERTY LINE OF PARCEL # 13718+000-00. EDGE CURBING ALONG ROAD, WEEDEAT AROUND SIGNS, POLES, STRUCTURES, FENCELINES ETC.	4.74	EA	$ 70.00
PWD/NW 47	DRA 394: 4 WEST PONDS ON NW 35TH AVE RD BETWEEN HWY 27 AND NW 21ST ST. 2 PONDS NORTH OF DRIVEWAY FOR CIRCLE K LOOP ROAD, AND 2 PONDS ON EITHER SIDE OF ENTRANCE TO CIRCLE K. MOW TOP, SLOPES, AND BOTTOMS, MOW TO EAST PROPERTY LINES OF PARCEL #'S 21757-000-00 & 21757-000-01, MOW TO ROAD TO THE EAST, WEEDEAT AROUND SIGNS, POLES, STRUCTURES, ETC.. EDGE CURBING ALONG ROAD.	1.11	EA	$ 46.00
PWD/NW 48	DRA 420: 3500 BLK NW 10TH ST (AT DEAD END PAST RACETRACK) MOW TOP & SLOPES TO WOODLINES THAT SURROUND DRA, MOW 2 PASSES ON EITHER SIDE OF ACCESS ROAD FROM DEAD END TO DRA	1.5	EA	$ 46.00
PWD/NW 49	DRA 426: NW 34TH AVE & SR 40 (NEXT TO RACETRACK) MOW TOP, SLOPES, AND BOTTOM TO FENCELINE TO THE NORTH, TO SIDEWALK TO THE EAST AND SOUTH AND TO THE ROAD TO THE WEST, EDGE SIDEWALKS, WEEDEAT ALONG NORTH FENCELINE, AROUND SIGNS, POLES, STRUCTURES, ETC.. BRUSHBACK FENCELINE OF ANY GROWTH OR OVERHANGING LIMBS	0.35	EA	$ 52.00
PWD/NW 50	DRA 347: NEXT TO 200 NW 52ND AVE MOW TOP, SLOPES AND BOTTOM TO FENCELINES TO THE NORTH AND WEST, SOUTH TO THE DRIVEWAY AND EAST TO THE ROAD. WEEDEAT FENCELINES, AROUND SIGNS, POLES, STRUCTURES, ETC.	0.43	EA	$ 52.00
PWD/NW 51	DRA 348: NW 5TH ST & NW 52ND AVE MOW TOP & SLOPES, MOW TO NORTH AND SOUTH PROPERTY LINES OF PARCEL # 21647+001-05, FENCELINE TO THE WEST AND EAST TO THE ROAD,WEEDEAT AROUND SIGNS, POLES, STRUCTURES, ETC.	2.91	EA	$ 86.00

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ITEM	DESCRIPTION	Est. Acre	UOM	UNIT COST
PWD/NW 52	DRA 349: NW 5TH ST & NW 52ND AVE (ENTER THROUGH GATE FOR FLORIDA EXPRESS YARD OFF OF 5TH) MOW TOP,SLOPES, AND BOTTOM TO THE NORTH AND WEST PROPERTY LINE FOR PARCEL #21647+002-01, TO THE EAST AND SOUTH FENCELINES	1.37	EA	$ 46.00
PWD/NW 53	DRA 159: NW 8TH ST & NW 48TH TERR (AT DEAD END, ACCESS THROUGH LIFT STATION) MOW TOP & SLOPES TO THE FENCELINES TO THE NORTH, EAST, AND SOUTH, MOW TO THE PROPERTY LINE OF PARCEL # 21647+001-04 TO THE WEST. WEEDEAT ALL FENCELINES INSIDE & AROUND STRUCTURES. BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	2.29	EA	$ 57.00
PWD/NW 54	DRA 158: NW 5TH ST & NW 48TH TERR (ENTER ALONG EAST FENCE LINE OF COCA COLA WAREHOUSE PARKING LOT) MOW TOP & SLOPES TO ALL FENCELINES, WEEDEAT ALL FENCELINES INSIDE, BRUSHBACK FENCELINES OF ANY GROWTH OR OVERHANGING LIMBS	2.89	EA	$ 46.00
PWD/NW 55	DRA 445 (NEW DRA BY R&L NEXT TO DRA 158) MOW TOP & SLOPES TO ROAD TO THE EAST AND FENCELINES TO THE NORTH AND WEST, MOW TO FENCELINE/TREELINE TO THE SOUTH, WEEDEEAT ALL FENCELINES & AROUND TREES, POLES, SIGNS STRUCTURES, ETC.. EDGE CURBING ALONG ROAD TO THE EAST. BRUSHBACK FENCELINES OF ANY GROWTH OR ENCROACHMENT FROM WOODLINES	8.28	EA	$ 58.00
PWD/NW 56	DRA 385: 1600 BLK 0F NW 44TH AVE (DRA SOUTH OF CONE) MOW TOP, SLOPES, AND BOTTOM TO WOODLINE TO THE NORTH, EAST, AND SOUTH. MOW WEST TO THE ROAD, EDGE SIDEWALK, WEEDEAT ANY SIGNS, POLES, STRUCTURES ETC..	0.45	EA	$ 69.00

SW DITCHLINES LOCATIONS & DESCRIPTIONS

ITEM	DESCRIPTION	UOM	UNIT COST
PWD/NW 57	NWD #1: NW 21ST ST FROM MAGNOLIA AVE TO PINE AVE (BOTH SIDES) MOW BOTH SIDES FROM ROAD TO PROPERTY LINES. WEEDEAT FENCELINES,AROUND POLES, SIGNS, STRUCTURES ETC.	EA	$ 160.00
PWD/NW 58	NWD #2: NW 18TH CT FROM NW 14TH ST TO NW 17TH PL (BOTH SIDES) MOW BOTH SIDES FROM ROAD TO PROPERTY LINES. WEEDEAT FENCELINES, AROUND POLES, SIGNS, STRUCTURES, ETC.. EDGE ANY SIDEWALKS.	EA	$ 104.00
PWD/NW 59	NWD #3: NW 16TH ST FROM M.L.K JR. AVE TO NW 18TH CT (BOTH SIDES) MOW BOTH SIDES FROM ROAD TO PROPERTY LINES. WEEDEAT FENCELINES, AROUND POLES, SIGNS, STRUCTURES ETC.	EA	$ 103.00
PWD/NW 60	NWD #4: NW 14TH ST FROM M.L.K JR. AVE TO NW 8TH AVE (NORTH SIDE OF ROAD) MOW NORTH SIDE FROM ROAD TO TREE LINE/ PROPERTY LINES. WEEDEAT AROUND POLES, SIGNS, STRUCTURES, ETC.	EA	$ 58.00
PWD/NW 61	NWD #5: NW 6TH ST FROM NW 24TH CT TO NW 27TH AVE (BOTH SIDES) MOW BOTH SIDES FROM ROAD TO PROPERTY LINES. WEEDEAT FENCELINES, AROUND POLES, SIGNS, STRUCTURES, ETC.	EA	$ 58.00
PWD/NW 62	NWD #6: NW 28TH ST & NW 3RD TERR. SMALL DITCH ON WEST SIDE OF 3RD TERR AND EAST SIDE OF 3RD TERR- DITCH TO NW 2ND AVE. MOW FROM ROAD TO NORTH PROPERTY LINES AND FENCELINE OF DRA. WEEDEAT FENCELINES, AROUND POLES, SIGNS, STRUCTURES, ETC.	EA	$ 46.00
PWD/NW 63	NWD #7: NW 22ND CT FROM NW 7TH ST TO BLICHTON RD (BOTH SIDES) MOW BOTH SIDES FROM ROAD TO PROPERTY LINES. WEEDEAT FENCELINES, AROUND POLES, SIGNS, STRUCTURES, ETC.	EA	$ 46.00
PWD/NW 64	NWD #8: NW 22ND AVE FROM NW 7TH ST TO BLICHTON RD (BOTH SIDES) MOW BOTH SIDES FROM ROAD TO PROPERTY LINES. WEEDEAT FENCELINES, AROUND POLES, SIGNS, STRUCTURES, ETC.	EA	$ 46.00
PWD/NW 65	TREE HAVEN SUBDIVISION: ROW, SWALES, EDGING, WEED EATING, TRASH REMOVAL, ETC. NW 28TH PL, NW 18TH AVE, NW 28TH ST, NW 19TH AVE, NW 26TH PL (BOTH SIDES)	EA	$ 650.00

Certificate Of Completion

Envelope Id: 6B6596E5-DA94-8115-80B4-757919194BF9
Status: Completed
Subject: FOR SIGNATURE -(PWD/240905) 1st Amendment to NW Stormwater Drainage Maintenance - Southern Lawn Care
Source Envelope:
Document Pages: 7
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
6/16/2026 2:08:48 PM
Security Appliance Status: Connected

Holder: Amber Bartleson
abartleson@ocalafl.gov
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
TIM MCQUAIG kawboy32x@gmail.com President Security Level: Email, Account Authentication (None)	DocuSigned by: TIM MCQUAIG 5F5BAB04FEEA49A... Signature Adoption: Pre-selected Style Using IP Address: 143.105.23.17	Sent: 6/16/2026 2:12:49 PM Viewed: 6/16/2026 5:50:20 PM Signed: 6/16/2026 5:51:20 PM
Electronic Record and Signature Disclosure: Accepted: 6/16/2026 5:50:20 PM ID: c9d8af53-9a08-435c-afd2-76a0ca5d8c2a		
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: 6/16/2026 5:51:21 PM Viewed: 6/17/2026 9:42:24 AM Signed: 6/17/2026 10:18:22 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/17/2026 10:18:23 AM Viewed: 6/18/2026 4:24:10 PM Signed: 6/18/2026 4:25:08 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: 6/18/2026 4:25:09 PM Viewed: 6/24/2026 9:11:20 AM Signed: 6/24/2026 9:11:31 AM
Electronic Record and Signature Disclosure: Accepted: 6/24/2026 9:11:20 AM ID: 20462086-fca5-4c53-90fe-67e55925ca84		

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	6/16/2026 2:12:49 PM
Certified Delivered	Security Checked	6/24/2026 9:11:20 AM
Signing Complete	Security Checked	6/24/2026 9:11:31 AM
Completed	Security Checked	6/24/2026 9:11:31 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 1D6404FE-78AA-87B4-83A2-ABC2B7F7A906

T-HANGAR LEASE AGREEMENT

THIS T-HANGAR LEASE AGREEMENT is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation and **Flyboys Enterprises Inc**.

WHEREAS, the City of Ocala is the owner and operator of the Ocala International Airport (the "Airport") located in Ocala, Marion County, Florida;

WHEREAS, City has T-Hangar units available for lease at the Airport;

WHEREAS, Lessee desires to lease a T-Hangar unit at Airport from City; and

WHEREAS, City is willing to lease to Lessee the T-Hangar unit identified in Section 1 below at the Airport subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Lessee agree as follows:

TERMS AND CONDITIONS:

1. **LEASED PREMISES**. City hereby leases to Lessee, and Lessee leases from City, T-Hangar Unit Number: **T-4** located at the Ocala International Airport and more particularly shown in **Exhibit A** attached hereto (the "Hangar" or "Leased Premises").

   A. City reserves the right to deny access to the Airport and its facilities to any person, firm, or corporation that fails or refuses to obey and comply with the rules and regulations contained herein.

   B. City shall purchase a Hangar lock for use on Hangar doors. One key will be provided to and maintained by Lessee. The master key will be maintained by the Airport Director or authorized representative. Under no circumstances shall Lessee be permitted to replace the Hangar lock provided by City. Use of any other lock on Hangar doors shall constitute a breach of this Lease. Loss of the Hangar lock or Lessee's Hangar lock key shall result in the City's assessment of either a re-key and/or lock replacement charge in accordance with the current Airport Fee Schedule which shall become due and payable as part of Lessee's monthly rent on the next monthly rental cycle.

   C. City, through its officers, agents, servants or employees, reserves the right to enter the Leased Premises at any time to perform any and all duties or obligations which City is authorized or required to do under the terms of this Lease or to perform its governmental duties under federal, state, or local rules, regulations, and laws (including, but not limited to, inspections under applicable health, mechanical, building, electrical, plumbing, and Fire Codes) or other health, safety, and general welfare regulations. All routine inspections shall be done during normal business hours and in conformity with City's Airport policies (including those requiring two employees to be present during inspections). City shall leave a notice on the premises following inspections indicating the time and date of the inspection, who was present, and the purpose of the inspection; provided, however, no notice shall be required if: (a) the inspection was a law enforcement purpose; or (b) the City had previously mailed a notice to Lessee, at least a week prior to the inspection, advising Lessee of the week in which the inspection would occur and the purpose of the inspection.

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2. **EFFECTIVE DATE, TERM, AND TERMINATION.**

A. **Effective Date and Lease Term**. This Lease shall commence on **June 15, 2026** shall become effective on the date fully executed by both Parties (the "Effective Date"), and shall continue in effect from month-to-month thereafter (the "Lease Term") unless and until terminated by either party as provided herein.

B. **Termination.** This Lease shall be terminable at will by either party, without cause, upon providing advance written notice to the other party no less than **THIRTY (30) DAYS'** prior to termination. Termination of this Lease shall have no effect upon the rights or responsibilities of the parties accruing prior to termination.

(1) Should Lessee be declared bankrupt, incompetent, or become deceased, this Lease shall immediately terminate and shall not be considered to be part of Lessee's estate nor shall it become an asset of any appointed or assigned guardian, trustee, or receiver.

(2) City shall have the right to terminate this Lease and retake possession of the Leased Premises should Lessee fail to make timely payment of rent, fail to provide proof of required insurance, use the Leased Premises for any illegal or unauthorized purpose, file bankruptcy, abandon or leave the Leased Premises vacant or unoccupied for **ONE HUNDRED TWENTY (120) DAYS**, or violates any of the terms and conditions of this Lease.

(3) Upon termination or expiration of this Lease, Lessee shall peaceably vacate the Leased Premises.

C. **Remedies**. If any default occurs under this Lease, City shall have the right to pursue all remedies available at law or equity, including the termination of this Lease and all rights of Lessee hereunder. Notwithstanding City's termination of the Lease, Lessee shall remain liable to City for all claims for damages, costs or attorneys' fees arising prior to such termination.

3. **CONSIDERATION.**

A. **Rent.** As rent for the use of the Leased Premises, Lessee shall pay to City monthly, in advance, the amount of **$340.48 /Month**. Any other payments made by Lessee under this Lease shall be considered additional rent, regardless of whether the payments are so designated. The term "Rent," as referenced herein, shall include monthly rent and additional rent. City shall have the same remedies for Lessee's failure to pay additional rent as it does for Lessee's failure to pay monthly rent.

B. **Payment of Rent**. Monthly rental payments are due on or before the first (1st) day of each month without billing of Lessee by City. Unless expressly authorized by the City, rent shall be made payable to the "City of Ocala" and shall be delivered or paid in person to: **City of Ocala, c/o Ocala International Airport, 1770 SW 60th Avenue, Suite 600, Ocala, Florida 34474**. Payments made by credit card may be subject to a credit card processing fee.

C. **Late Charge**. Rent shall be considered past due if City has not received full payment by the fifteenth (15th) day of the month for which payment is due. Without limiting City's termination rights as provided by this Lease, City shall assess a late penalty charge in the amount of **TWENTY-FIVE AND NO/100 DOLLARS ($25.00)**.

D. **Adjustments to Rent**. City reserve the right to increase the amount of rent from time to time, in its sole discretion, and shall provide written notice of said increase to Lessee no less than **THIRTY (30) DAYS** prior to the effective date of the rental increase.

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4. **USE OF LEASED PREMISES.** Unless otherwise authorized by City in writing, Lessee shall use the Leased Premises and associated utilities on a non-commercial basis only for the storage, operation, and maintenance of the following Federal Aviation Administration ("FAA")-registered aircraft:

Year, Make and Model of Aircraft: Mooney M20J

N#: 201VY

A. Any change to the aircraft expressly identified in this Section shall be reported in writing to the Airport Director within **TEN (10) DAYS** thereof.

B. The Leased Premises are to be used only for the storage of aircraft and other aviation-related items owned or leased by Lessee. Lessee's use of the Leased premises for any other purpose shall constitute a material breach of this Lease.

C. Lessee shall not use the Leased Premises for any commercial purposes. The storage of aircraft used by Lessee in connection with its customary non-aviation related business shall not be considered to be a commercial purpose. Under no circumstances will the sale of goods or services by Lessee from the Leased Premises be authorized.

D. Lessee may maintain a small refrigerator in the Leased Premises, but only if the wiring capacity of the Leased Premises can support such usage.

E. City reserves the right to assess, as additional rent, charges for extraordinary consumption of utilities by Lessee, as reasonably determined by City in its sole discretion.

F. All aircraft stored in the Leased Premises must be airworthy. Short-term storage of non-operational aircraft for the purposes of maintenance, repair or refurbishment shall be allowed. However, aircraft may not be inoperable or under repair for a period greater than **ONE HUNDRED TWENTY (120) DAYS**, consecutively without City approval, unless such condition is caused by circumstances beyond Lessee's control (e.g., inability to obtain parts).

G. Lessee shall abide by all Airport rules and regulations, minimum standards, City ordinances, applicable federal and state statutes, and regulations of the FAA, as they may from time to time be amended, including environmental laws regarding the handling, discharge, release and dumping of any hazardous substance, and such rules, regulations, and ordinances are incorporated by reference herein and made a part hereof.

H. No explosives or combustible materials shall be permitted within or about the Hangar except for fuel in aircraft tanks or small containers of lubricants, cleaning materials, and other aviation-related materials stored in EPA or local Fire Marshall approved containers or cabinets.

I. No refueling of the aircraft is allowed while any part of the aircraft remains inside the Hangar.

J. The exclusive means of access to the Leased Premises shall be through the T-Hangar access gate via the T-Hangar access road.

K. With the exception of loading or unloading of aircraft on the FBO apron, Lessee shall not operate any motor vehicle on the Airport apron, runway system, or Taxiway A system at any time.

L. Lessee shall be allowed to park its motor vehicle in the Hangar while Lessee is in the Hangar or when the aircraft is out and in use. Otherwise, all motor vehicles belonging to Lessee or its guests or licensees shall be parked only in the public parking area outside of the fence.

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M. Lessee shall not allow its aircraft engine to be run inside a Hangar.

5. **MAINTENANCE OF THE LEASED PREMISES.** Lessee shall maintain the Leased Premises and all improvements in a condition that is clean, free of debris, safe, sanitary, and in good repair and shall not accumulate or permit the accumulation of any trash, refuse or debris or of anything that is unsightly or which creases a fire hazard or nuisance or causes an inconvenience to adjoining properties.
   A. City shall maintain the structural integrity of the Hangar, including doors, and shall provide Lessee with access to water, electricity and normal building maintenance.
   B. City shall provide and maintain one (1) fire extinguisher in the Hangar. Should the City's inspection of the premises reveal that the City-owned fire extinguisher is missing, Lessee shall be responsible for replacement of the fire extinguisher with a model of comparable size and quality, at its sole expense.
   C. Lessee shall maintain the interior of the Hangar in a neat and orderly condition, and shall keep the Hangar floor clean and clear of excess oil grease, or toxic chemicals.
   D. Lessee shall make no structural, electrical, or any other modifications or alterations to the Leased Premises, or remove any structures, wiring, plumbing or other facilities, without first submitting to City the plans and specifications for the proposed modifications and obtaining a written approval from City (which approval may be subject to reasonable conditions imposed by City) and without first obtaining all applicable permits from governments with jurisdiction over the activities.
   E. All fixtures, alterations, changes and improvements built, constructed or placed on the Leased Premises by Lessee shall, at City's option, become the property of City and remain on the Leased Premises at the expiration or earlier termination of this Lease, or City may require Lessee to restore the Leased Premises, in whole or in part, to its condition prior to such fixtures, alterations, changes or improvements.
   F. Lessee shall be responsible for all damages to the premises caused by Lessee or arising from Lessee's use of the premises, except those caused by "acts of God," or those arising from normal wear and tear or from deliberate or negligent acts of City or its employees. If Lessee fails to promptly repair any damages for which it is responsible hereunder after notification by City, City may, but shall not be obligated to, make repairs at Lessee's expense which shall become due and payable as part of Lessee's rent on the next monthly billing cycle.
   G. Upon termination of this Lease by either party, a joint inspection of the Leased Premises shall be conducted and any unsatisfactory conditions shall be documented on the T-Hangar Check-Out Form attached hereto as **Exhibit B**. Should Lessee fail to promptly repair any damages or replace any items for which it is responsible hereunder after City provides notice and demand for same, City may, but shall not be obligated to, make repairs at Lessee's expense. City reserves the right to deduct the cost of any such repairs from Lessee's refundable hangar deposit.

6. **AIRCRAFT MAINTENANCE AND REPAIRS.** The following provisions shall govern the short-term maintenance, repair or refurbishment of aircraft stored in the Leased Premises.
   A. All repair of aircraft shall be governed by and performed in compliance with Part 43 of the Federal Aviation Administration Regulations (14 C.F.R. Part 43). Those terms defined in Part 43 shall have the same meaning in this paragraph.

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B. Hazardous activities, including, but not limited to, smoking, welding, painting, doping, open fuel lines, open flames, or the application of hazardous substances are expressly prohibited in the Hangar.

C. Minor aircraft self-maintenance such as would normally be performed by an aircraft owner by himself or with his own employees without the benefit of an aircraft mechanic shall be allowed to be performed in the Hangar.

D. Lessee's possessing a valid mechanic's certificate or who are otherwise authorized by the FAA shall be permitted to perform any maintenance and repairs on its own aircraft unless: (1) the work constitutes powerplant major repairs; or (2) the work being performed in the Hangar will require the installation of a fire-suppression system in the Hangar.

E. Lessee's possessing a valid mechanic's certificate or who are otherwise authorized by the FAA shall be permitted to perform maintenance and repairs on aircraft belonging to others only pursuant to the City's Airport Minimum Standards including applicable liability insurance requirements.

F. The provisions of this Section shall not apply to experimental aircraft construction and maintenance to the extent they are exempt from the provisions of Part 43 of the Federal Aviation Administration Regulations, but such activities shall be subject to other applicable Federal Aviation Administration Regulations (e.g., 14 C.F.R. §65.104).

7. **INDEMNIFICATION AND INSURANCE.**

A. **Indemnity**. Lessee agrees to indemnify and hold City and its elected officials, employees, agents, and volunteers harmless from and against any and all liabilities, judgments, costs, damages, expenses, claims, actions or demands of any kind and nature, by any person whatsoever, including, without limitation, personal property damage, injury or death to a person arising out of the activities of Lessee, its agents, employees, contractors or invitees on the Leased Premises, except those caused by the deliberate or negligent act or failure to act of City or its agents or representatives.

B. **Insurance.** The City may maintain fire and casualty insurance on the premises for its benefit but such insurance shall not cover any property of Lessee and all proceeds payable thereunder shall be the sole property of City. If the Leased Premises are damaged by any casualty not the result of the negligent or deliberate acts of Lessee, its licensees, invitees, and guests, City may terminate this Lease or may, at its option, repair the damage. If City elects to repair, rent shall be abated until repairs are completed.

C. Lessee shall at its sole cost repair any damage to the premises resulting from negligent or deliberate acts of Lessee, its agents, employees, contractors, invitees and guests.

D. City shall not be responsible for any damage to any property of Lessee (including, without limitation, aircraft) or of others located on the Leased Premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise. City shall not be liable for any injury or damage to persons or property resulting from fire, smoke, explosion, falling plaster, steam, gas, electricity, water, rain, or leaks from any part of the premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place of by dampness or by any other cause of whatsoever nature. City shall not be liable for any latent defect in the Leased Premises or in the building of which they form a part. All property of Lessee kept or stored on the Leased Premises shall be so kept or stored at the risk of Lessee only and Lessee shall hold City harmless from any and all claims arising out of damage to

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same, including subrogation claims by Lessee's insurance carriers, except those caused by the deliberate or negligent act or failure to act of City or its agents or representatives.

8. **CONDITION OF PREMISES; NO WARRANTIES.**
   A. City represents and warrants that the Leased Premises comply with applicable building and fire codes in effect at the time of its construction, and that any changes in such codes since such time do not require additional improvements (except upon a rebuilding or renovation thereof).
   B. EXCEPT AS SET FORTH IN THE PRECEDING SUBPARAGRAPH,
      (1) LESSEE ACKNOWLEDGES THAT BY ENTERING INTO POSSESSION OF THE PREMISES, IT SHALL BE DEEMED: TO HAVE INSPECTED THE PREMISES; AND TO HAVE ACCEPTED THE PREMISES "AS IS," "WITH ALL FAULTS" OF ANY NATURE WHATSOEVER; AND
      (2) LESSEE ACKNOWLEDGES THAT NEITHER CITY NOR ANY AGENT OF CITY HAS MADE ANY WARRANTY OR REPRESENTATION, OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE PREMISES, INCLUDING, WITHOUT LIMITATION, SOIL CONDITIONS, ENVIRONMENTAL CONDITIONS, BUILDING CONSTRUCTION OR SUITABILITY OF THE PREMISES FOR LESSEE'S PURPOSES.

9. **NOTICES.** All notices required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

If to Lessee:	At the address, fax number, or e-mail address Identified underneath Lessee's signature line.
If to City of Ocala:	City of Ocala – Ocala International Airport 1770 SW 60th Avenue, Suite 600 Ocala, Florida 34474 Fax: 352-861-2227
Copy to:	Daphne M. Robinson, Esq. – Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 Email: notices@ocalafl.gov

10. **MISCELLANEOUS PROVISIONS.**
   A. **Governing Law.** This Lease 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.
   B. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Lease occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Lease 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

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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 Lease, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

C. **Jury Waiver**. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS LEASE, 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.

D. **Attorney's Fees**. If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Lease, 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.

E. **Amendment**. No amendment to this Lease shall be effective except those agreed to in writing and signed by both parties to this Lease.

F. **Severability of Illegal Provisions**. Wherever possible, each provision of this Lease shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Lease be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Lease.

G. **Rights of Third Parties**. Nothing in this Lease, whether express or implied, is intended to confer any rights or remedies under or because of this Lease on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Lease is intended to relieve or discharge the obligation or liability of any third persons to any party to this Lease, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Lease.

H. **Assignment**. Neither party may assign this Lease 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.

I. **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

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limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Lease and shall be fully binding until any proceeding brought under this Lease is barred by any applicable statute of limitations.

J. **Public Records**. **IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City of Ocala, Office of The City Clerk; City Hall, 110 SE Watula Avenue, Ocala, FL 34471; Phone: 352-629-8266; Email: clerk@ocalafl.gov.**

K. **Electronic Signatures**. City, 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 Lease. Further, a duplicate or copy of the Lease that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Lease for all purpose.

L. **Entire Lease**. This Lease, including exhibits, (if any) constitutes the entire Lease between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, Leases or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Lease. 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 Lease. No representations, understandings, or Leases have been made or relied upon in the making of this Lease other than those specifically set forth herein.

M. **Legal Authority**. Each person signing this Lease on behalf of either party individually warrants that he or she has full legal power to execute this Lease 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 Lease.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ATTEST

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

Matthew Grow, Airport Director
(Pursuant to City Council Resolution: 2003-57, adopted April 8, 2003)

06/11/2026
Date Signed

Approved as to form and legality

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04E3...

William E. Sexton
City Attorney

LESSEE

Lessee Signature

Kevin Marovich, Owner
Printed Name of Lessee

06/11/2026
Date Signed

7600 S Magnolia Ave
Street Address of Lessee

Ocala, FL 34476
City, State, and Zip Code of Lessee

954-857-4495
Phone Number of Lessee

954-263-8800 (Chase Marovich, VP)
Alternate Phone Number of Lessee

kev747@aol.com
E-Mail Address of Lessee

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EXHIBIT A

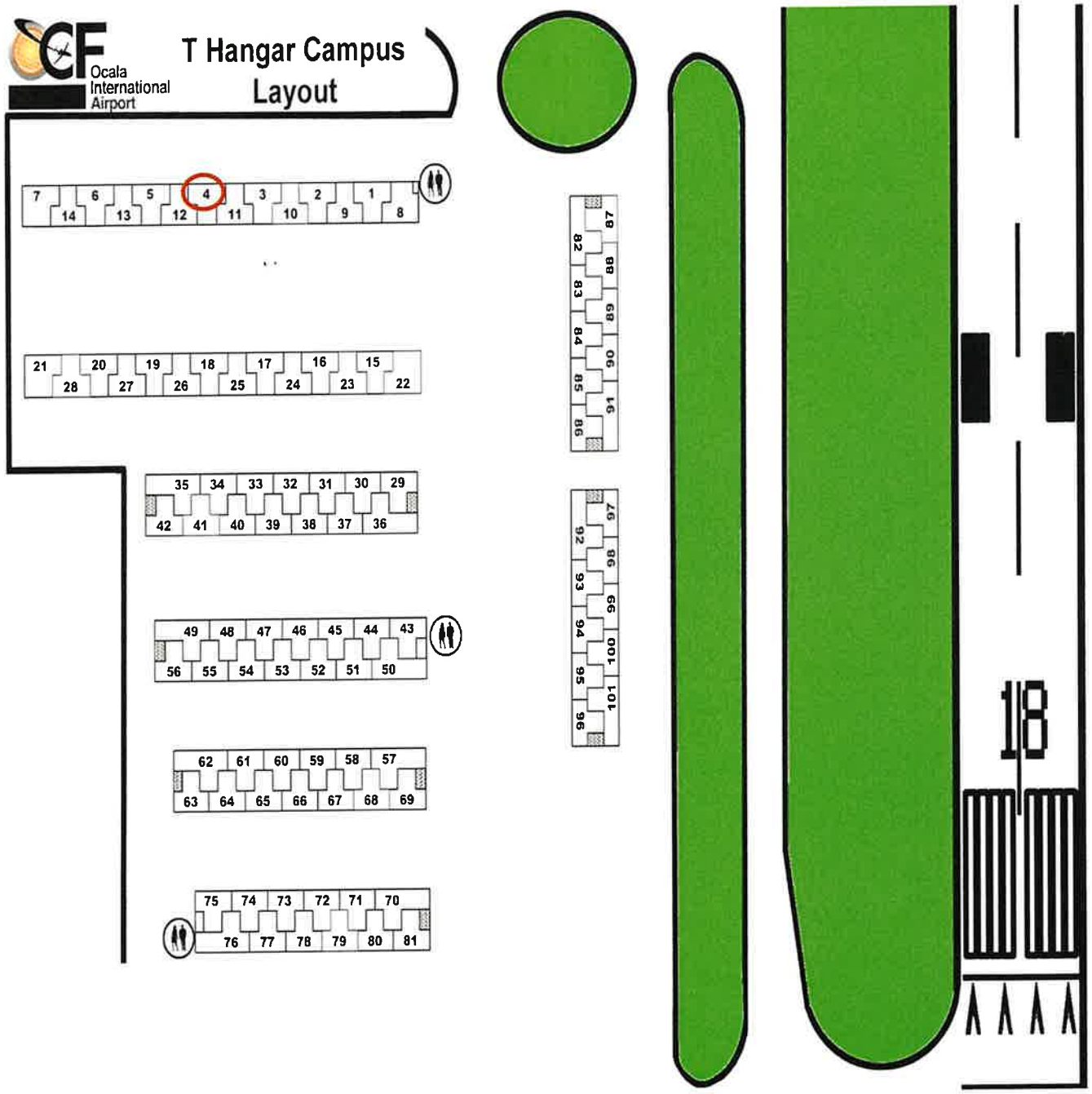

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EXHIBIT B

T-HANGAR CHECK OUT FORM

Lessee Name: Kevin Marovich

T-Hangar No.: 4

Move Out Date:_____

Inspection Date:_____

Time Of Inspection:_____

Inspected By:_____

Unless otherwise noted, the premises is in clean, good working order and undamaged.

Keys/Lock/Fire Extinguisher	☐
Cleanliness of Hangar	☐
Damage to space	☐
Grease/Oil/Chemicals	☐
Furniture/equipment Left in Hangar	☐

REMARKS:_____

_____

_____

Signatures:

Airport:_____

Lessee:_____

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EXHIBIT C

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FAA REGISTRY

N-Number Inquiry Results

N-NUMBER ENTERED: 201VY

AIRCRAFT DESCRIPTION

Serial Number	24-0403	Status	Valid
Manufacturer Name	MOONEY	Certificate Issue Date	09/30/2025
Model	M20J	Expiration Date	09/30/2032
Type Aircraft	Fixed Wing Single-Engine	Type Engine	Reciprocating
Pending Number Change	None	Dealer	No
Date Change Authorized	None	Mode S Code (base 8 / Oct)	50313654
MFR Year	1978	Mode S Code (Base 16 / Hex)	A197AC
Type Registration	Corporation	Fractional Owner	NO

REGISTERED OWNER

Name	FLYBOYS ENTERPRISES INC		
Street	7600 S MAGNOLIA AVE		
City	OCALA	State	FLORIDA
County	MARION	Zip Code	34476-6862
Country	UNITED STATES		

AIRWORTHINESS

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INFORMATION PROVIDED HERE SHOULD NOT BE USED TO DETERMINE THE AIRWORTHINESS OF AN AIRCRAFT.

Refer to 14 CFR Parts 39, 43, 91, and FAA Order 8130.2 for airworthiness regulations and guidance.

Type Certificate Data Sheet	None	Type Certificate Holder	None
Engine Manufacturer	LYCOMING	Classification	Special Flight Permit
Engine Model	I0360 SER A&C	Category	Ferry Flights
A/W Date	06/14/1997	Exception Code	No

The information contained in this record should be the most current Airworthiness information available in the historical aircraft record. However, this data alone does not provide the basis for a determination regarding the airworthiness of an aircraft or the current aircraft configuration. For specific information, you may request a copy of the aircraft record at https://aircraft.faa.gov/e.gov/ND/

OTHER OWNER NAMES

None

TEMPORARY CERTIFICATES

None

FUEL MODIFICATIONS

None

You are accessing a U.S. Government authorized information system, which includes (1) this computer, (2) this computer network, (3) all computers connected to this network, (4) all devices and storage media attached to this network or to a computer on this network, and (5) all cloud services and hosting environments supporting this information system. This information system is provided for U.S. Government-authorized use only.

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Unauthorized or improper use of this system may result in disciplinary action, as well as civil and criminal penalties.

By logging in and using this information system, you understand and consent to the following:

- ***You have no reasonable expectation of privacy regarding communications or data transiting or stored on this information system.***
- ***At any time, and for any lawful Government purpose, communication between the user and this information system, data transiting to/from the system, or stored on this system is subject to monitoring, interception, and search.***
- ***Any communications or data transiting or stored on this information system may be disclosed or used for any lawful Government purpose.***

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Detail by Entity Name

Florida Profit Corporation
FLYBOYS ENTERPRISES, INC.

Filing Information

Document Number	P18000010605
FEI/EIN Number	82-4286298
Date Filed	01/31/2018
Effective Date	02/01/2018
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	02/27/2021

Principal Address

7600 S Magnolia Ave
Ocala, FL 34476

Changed: 04/20/2025

Mailing Address

7600 S Magnolia Ave
Ocala, FL 34476

Changed: 04/20/2025

Registered Agent Name & Address

Marovich, Kevin
7600 S Magnolia Ave
Ocala, FL 34476

Name Changed: 02/27/2021

Address Changed: 04/20/2025

Officer/Director Detail

Name & Address

Title PVST

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MAROVICH, KEVIN
2420 NE 34 COURT
LIGHTHOUSE POINT, FL 33064

Title D

MAROVICH, KEVIN
2420 NE 34 COURT
LIGHTHOUSE POINT, FL 33064

Title VP

Marovich, Chase Marlin
2420 NE 34 COURT
LIGHTHOUSE POINT, FL 33064

Annual Reports

Report Year	Filed Date
2024	02/27/2024
2025	04/20/2025
2026	02/20/2026

Document Images

02/20/2026 -- ANNUAL REPORT	View image in PDF format
04/20/2025 -- ANNUAL REPORT	View image in PDF format
02/27/2024 -- ANNUAL REPORT	View image in PDF format
01/31/2023 -- ANNUAL REPORT	View image in PDF format
03/23/2022 -- ANNUAL REPORT	View image in PDF format
02/27/2021 -- REINSTATEMENT	View image in PDF format
01/31/2018 -- Domestic Profit	View image in PDF format

Certificate Of Completion

Envelope Id: 1D6404FE-78AA-87B4-83A2-ABC2B7F7A906
Status: Completed
Subject: Signature-(AIR) 260838 T- Hangar Lease Agreement
Source Envelope:
Document Pages: 17
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
6/11/2026 2:26:44 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: 6/11/2026 2:27:25 PM Viewed: 6/17/2026 11:06:21 AM Signed: 6/17/2026 11:25:29 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
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: 6/17/2026 11:25:30 AM Viewed: 6/17/2026 11:43:15 AM Signed: 6/17/2026 11:43:31 AM
Electronic Record and Signature Disclosure: Accepted: 6/17/2026 11:43:15 AM ID: 1221bdc9-53b9-4954-b1af-930d428f4f62		

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	6/11/2026 2:27:25 PM
Certified Delivered	Security Checked	6/17/2026 11:43:15 AM
Signing Complete	Security Checked	6/17/2026 11:43:31 AM
Completed	Security Checked	6/17/2026 11:43:31 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Docusign Envelope ID: B4A0468D-531A-89BF-80BB-5405A49BF671

CONTRACT #ITS/260713

SEIBOLD SECURITY OF FLORIDA INC.

PROPOSAL

Exhibit A

SEIBOLD SECURITY OF FLORIDA INC.
11609 Prosperous Drive, Odessa, FL 33556

SEIBOLD SECURITY OF FLORIDA INC.
Phone: 813-920-0055
Fax: 813-920-1221

Buyer: Kenneth Szczerba
City of Ocala City Hall 3rd Floor
110 SE Watula Avenue
Ocala, FL 34471

Phone: 352.843.9396
Fax: 0

Ship to: **City of Ocala City Hall 3rd Floor**
110 SE Watula Avenue
Ocala, FL 34471

Date: April 24, 2026
Job: 0

Qty.	Part Number	Description

Seibold will replace the bad Mantrap board .

The board has a 45 day lead time.

001-035-214-529-52-46010

Qty.	Part #	Description
1	16208	02PN8HI-PE Replacement Control

NET INVESTMENT **$6,615.00**

DELIVERED AND INSTALLED.
Permits (if required), State and Local Taxes are Additional. **Proposal valid for 15 days**

Terms: Exhibit B	**Quote #** FP3578			**Sub Total**	$0.00
Sales Rep. Franklin Potter	**Address:** 11609 Prosperous Dr		**City:** Odesa, FL. 33556	**Freight**	$0.00
Est. Shipping Date: see above	**Cell Phone:** 727-729-2869			**Sales Tax**	
Remarks: Thank you for this opportunity to quote. Your business is greatly appreciated.				**Total**	$0.00
By signing customer acceptance I understand and agree to the terms and conditions contained in Exhibit A & B of this agreement. (Please initial each page.)	**ACCEPTED FOR BUYER:** DocuSigned by: Christopher Watt 8C89B0F07228433...			**Date:** 6/18/2026	
	PRINT NAME: Christopher Watt				
Accepted By Seibold:		**Title:**		**Date:**	

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

Docusign Envelope ID: B4A0468D-531A-89BF-80BB-5405A49BF671

Exhibit B

TERMS AND CONDITIONS OF SALE

The following terms and conditions of sale apply to all quotations made and orders accepted by Seibold Security, Inc. is hereinafter referred to as "Seller", the company ordering goods and/or services are hereinafter referred to as "Buyer", and the goods or services listed on this order are hereinafter referred to as the "Goods".

Acceptance. All orders are subject to acceptance by Seller in writing at Seller's executive offices in Rochester, New York. IF BUYER'S ORDER CONTAINS TERMS ADDITIONAL TO OR DIFFERENT FROM THE TERMS AND CONDITIONS CONTAINED IN THE QUOTATION, THEN SELLER'S ACCEPTANCE OF BUYER'S ORDER IS EXPRESSLY MADE CONDITIONAL ON BUYER'S ASSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND SELLER REJECTS BUYER'S PROPOSED ADDITIONAL AND DIFFERENT TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS SHALL CONSTITUTE THE ENTIRE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH MAY HEREAFTER BE MODIFIED, ALTERED OR AMENDED ONLY BY WRITTEN INSTRUMENT EXECUTED BY THE AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. Buyer's placement of an order for the Goods listed on the quotation shall constitute Buyer's assent to these terms and conditions. Buyer's acceptance of any Goods covered by the quotation shall also constitute Buyer's assent to these terms and conditions.

Price. The quoted prices are Seller's current prices and apply only to the specified quantity and delivery schedule quoted. All prices quoted are subject to change, without notice, at any time. Any variations in quantities specified and/or delivery may necessitate a revision of such prices. Prices are quoted F.O.B. Shipping Point. All prices quoted are subject to an increase equal in amount to any taxes that the Seller may be required to pay or collect under any existing or future law upon or with respect to the sale, purchase, delivery, transportation, storage, processing, use or consumption of any of the Goods covered hereby, including taxes upon or measured by receipts from sales. Such additional amounts may be invoices separately from the invoice for Goods.

Payment Terms and Credit. Payment terms are net 30 days from the date of Seller's invoice, unless otherwise specified. No cash discount permitted. Seller may, at any time, suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action. A finance charge of the lesser of 1½% per month, 18% ANNUAL PERCENTAGE RATE, or the highest rate permitted by law, shall be charged on all amounts unpaid 30 days after the date of invoice. Buyer is responsible for any collection costs, attorney fees and/or court costs Seller may incur in order to collect any outstanding account balance owed.

Buyer's Equipment. If Buyer is to provide Seller with any tooling relating to this order, such equipment must be delivered to Seller within 30 days of Seller's acceptance of this order. If Buyer fails to timely deliver such equipment, Seller may, at its option, cancel this order or adjust the price for the goods as warranted by such delay. Such remedies shall be in addition to all of Seller's other remedies arising hereunder and at law or in equity.

Equipment supplied by Buyer shall be in a condition to make goods of the quality and quantity desired by Buyer. Buyer shall be responsible for the conformity of Buyer's equipment's to the blueprints and/or design drawings for the ordered Goods. Buyer shall clearly mark any such supplied equipment as that of Buyer, and all charges and expense of transporting such equipment to Seller, or other designated place, shall be borne by Buyer.

Seller has no responsibility or liability for loss or damage to Buyer's equipment. When for two consecutive years no orders have been received by Seller requiring the use of Buyer's equipment referred to in this paragraph, Seller may dispose thereof as it sees fit without liability to Buyer after 30 days notice to Buyer at Buyer's last known address. Any scrap or salvage value of such disposed equipment shall belong to Seller, in addition to any payments due from Buyer for storage and maintenance costs.

Seller's Tooling and Designs. All tools, designs, dies, etc. acquired or constructed by Seller for Buyer, notwithstanding any charge therefore, shall be and remain the property of Seller and shall be in the possession and control of Seller.

Shipments and Force Majeure. Seller shall exercise its reasonable judgment in routing shipments unless detailed instructions are given. Seller reserves the right to make shipments in installments and this contract shall be severable as to such installments. If shipments are delayed by Buyer, payments are due from the date when Seller is prepared to make shipments. Goods held for Buyer are at Buyer's sole risk and expense.

If an estimated time of shipment is made on the quotation, it is understood that it is approximate only and the time for performance will begin to run only upon Seller's acceptance of Buyer's order and receipt of all specifications and equipment to be provided by Seller. Seller shall not be responsible for delay in shipments and/or for non-performance hereunder, in whole or in part, if such delay and/or non-performance shall be due to fires, floods, strikes, work stoppages or slow downs, accidents, casualties, inability to produce raw materials, delays in transportation however caused, or any other causes beyond Seller's control.

Limited Warranty and Limited Liability. Seller is responsible for rejected, defective or non-conforming Goods only to the extent of repairing or replacing them, or allowing credit to the invoice price. This warranty does not include, and Seller shall not otherwise be responsible for machine work, welding, labor charges or other losses or damages of any kind or description whatsoever caused by defective or non-conforming Goods unless Buyer has advance authorization from Seller to incur these expenses and the maximum amount of such expenses to be incurred has been agreed to in writing by Seller. **NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PARTICULAR PURPOSE SHALL APPLY AND THE ABOVE STATED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, IN RESPECT OF ANY GOODS.** Seller's warranty shall not be enlarged and no obligation or liability shall arise out of Seller's rendering of technical advice, facilities or services in connection with Buyer's order for the Goods furnished hereunder.

Seller's liability and the liability of any affiliate of Seller on any claim of any kind for any loss or damage arising out of or connected with, or resulting from Buyer's order or from the performance thereof or from the manufacture, sale, delivery, resale, installation, inspection, repair, operation or use of any Goods covered by the quotation shall in no case exceed the invoice price allocable to such Good(s) which give rise to the claim and shall terminate thirty (30) days after Buyer's receipt from carrier. **SELLER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSSES, DAMAGES OR EXPENSES, DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE GOODS, OR FROM ANY OTHER CAUSE RELATING THERETO, AND SELLER'S LIABILITY HEREUNDER IN ANY CASE IS EXPRESSLY LIMITED TO THE FOREGOING WHETHER SUCH CLAIMS ARE BASED ON CONTRACT, ORAL OR OTHERWISE INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.**

Claims. Claims for error in weight or number must be made in writing within ten (10) days after Buyer's receipt of Goods from carrier. In the event goods furnished hereunder are rejected or claimed to be defective or non-conforming, Seller shall be given ample opportunity for inspection and such claims must be made in writing within six (6) months after Buyer's receipt of Goods from carrier. Goods may not be returned for credit until and unless Seller consents in writing to accept such Goods. Goods returned without Seller's written consent will be credited upon Seller's evaluation of same.

~~**Indemnification of Seller.** In the event of any claims, suits or proceedings either directly or indirectly arising out of or connected with or resulting from the defective design or application of goods manufactured hereunder, Buyer shall defend any such suit or proceeding brought against Seller its affiliates therewith and hold harmless and indemnify Seller and its affiliates against any and all damages and expenses including attorneys fees from such claims, suits or proceedings to damages or injuries.~~

Patents. Buyer agrees to defend at its own expense, all suits and claims against the Seller or its affiliates for an alleged violation for infringement of any patent, trademark, copyright or any other proprietary or intellectual property right in any way accruing from the purchase and/or use or resale of the Goods covered hereunder. Seller may, at its option and at Buyer's expense, be represented by and actively participate through its own counsel in any such suit or proceedings. Buyer agrees to indemnify and hold the Seller and its affiliates harmless from loss, damage or expense of any kind whatsoever including costs and attorneys' fees arising from such alleged violation or infringement.

Cancellation. Buyer may cancel its order after acceptance by Seller only upon Seller's written consent. Buyer will be charged for any goods manufactured or in process prior to cancellation, for the cost of related equipment discarded upon such cancellation and other cancellation charges as Seller deems warranted.

Seller may cancel any order or any part thereof for any reason at Seller's convenience upon written notice to Buyer. Upon such cancellation, Buyer hereby waives all claims for damage, including without limitation any loss of anticipated profits and agrees to accept as Buyer's sole remedy the reasonable additional costs of obtaining substitute goods of the same quantity and quality provided that in no event shall such costs exceed the price of the order or part thereof so terminated at stated herein. Any claim for adjustment not asserted by Buyer within thirty (30) days from the date of such termination shall be deemed to have been waived by Buyer.

Risk of Loss. The risk of loss of the Goods will pass to Buyer upon delivery of the goods to a carrier at Seller's Shipping Point.

Waiver. No waiver, discharge or renunciation of any claim or right of Seller arising out of breach of these terms and conditions by Buyer will be effective unless in writing signed by Seller and supported by consideration. Any waiver by Buyer or breach by Buyer will be a waiver of that breach only and not of any prior or subsequent breach.

Assignment-Delegation. No right or interest herein shall be assigned, nor any obligation delegated, by Buyer without Seller's written permission.

Exclusive Agreement. This agreement, and any documents referred to herein, supersede all prior understandings, transactions and communication, whether oral or written, with respect to the matters referred to herein and from the complete contract between the Buyer and Seller.

Setoff. Payment for the Goods will be subject to setoff or recoupment for any present or future claims which Seller or any of its companies may have against Buyer.

Severability. In the vent that any paragraph or clause of this agreement is held or declared unenforceable or void for any reason, all paragraphs and clauses hereof which can be effected without such voided paragraphs or clauses shall remain in full force and effect.

Applicable Law. This contract and the obligations arising hereunder shall be governed by and construed according to the laws of the State of Florida.

City Contract Provisions. The document titled "City Contract Provisions," attached hereto, is incorporated into this Agreement.

Docusign Envelope ID: B4A0468D-531A-89BF-80BB-5405A49BF671

CITY CONTRACT PROVISIONS

PUBLIC RECORDS. Seller shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Seller shall:

A. Keep and maintain public records required by the public agency to perform the service.
B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Seller does not transfer the records to the public agency.
D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Seller or keep and maintain public records required by the public agency to perform the service. If Seller transfers all public records to the public agency upon completion of the contract, Seller shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Seller keeps and maintains public records upon completion of the contract, Seller shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to waive sovereign immunity by the Buyer to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

Certificate Of Completion

Envelope Id: B4A0468D-531A-89BF-80BB-5405A49BF671
Status: Completed
Subject: SIGNATURE - Replacement of Mantrap Board (ITS/260713)
Source Envelope:
Document Pages: 3
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
5/13/2026 4:02:59 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/13/2026 4:05:05 PM Viewed: 5/20/2026 3:01:26 PM Signed: 6/17/2026 4:19:25 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Christopher Watt cwatt@ocalafl.org Chief of Staff Security Level: Email, Account Authentication (None)	DocuSigned by: Christopher Watt 8C80B9F07388433... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/17/2026 4:19:28 PM Viewed: 6/18/2026 8:59:34 AM Signed: 6/18/2026 9:00:09 AM
Electronic Record and Signature Disclosure: Accepted: 6/18/2026 8:59:34 AM ID: 079578d4-d86d-4866-87a9-cd11fd3e6e5e		

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	5/13/2026 4:05:06 PM
Envelope Updated	Security Checked	6/2/2026 1:18:13 PM
Envelope Updated	Security Checked	6/2/2026 1:18:14 PM
Envelope Updated	Security Checked	6/2/2026 1:18:14 PM
Certified Delivered	Security Checked	6/18/2026 8:59:34 AM
Signing Complete	Security Checked	6/18/2026 9:00:09 AM
Completed	Security Checked	6/18/2026 9:00:09 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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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

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All notices and disclosures will be sent to you electronically

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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.

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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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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: A44D172B-4119-80C5-8348-AD58694F8DD2

CONTRACT# OFR/260766

stryker

1 Year PLT, BATT, PM - Renewal

Quote Number:	11282572		
Version:	1	Division:	Medical
Prepared For:	OCALA FIRE DEPT	Rep:	Meredith Roberts
	Attn:	Email:	
		Phone Number:	
GPO:	CUSTOMER CONTRACT		
Quote Date:	05/13/2026		
Expiration Date:	08/11/2026	DUAL Service Rep Name:	Daniel Jica
		DUAL Service Rep Email:	daniel.jica@stryker.com
Contract Start:	07/28/2026		
Contract End:	07/27/2027		

Delivery Address		**Sold To - Shipping**		**Bill To Account**	
Name:	OCALA FIRE DEPT	Name:	OCALA FIRE DEPT	Name:	OCALA FIRE DEPT
Account #:	20106991	Account #:	20106991	Account #:	20106991
Address:	505 NW MARTIN LUTHER KING JR AVE	Address:	505 NW MARTIN LUTHER KING JR AVE	Address:	505 NW MARTIN LUTHER KING JR AVE
	OCALA		OCALA		OCALA
	Florida 34475-5810		Florida 34475-5810		Florida 34475-5810

ProCare Products:

#	Product	Description	Months	Qty	Discount %	Sell Price	Total
1.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR *09/28/2026 - 07/27/2027* √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	10	16	15.0%	$25,187.20	$20,989.33
2.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR *12/01/2026 - 07/27/2027* √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	8	1	15.0%	$1,574.20	$1,049.47
3.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	12	12	15.0%	$24,214.80	$24,214.80
4.0	LIFEPK35-FLD-PRO	ProCare-SVC-LP35-FIELD-REPAIR *12/28/2026 - 07/27/2027* √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	7	2	15.0%	$4,119.10	$2,402.81
					ProCare Total:		$48,656.41

Price Totals:

Docusign Envelope ID: A44D172B-4119-80C5-8348-AD58694F8DD2

CONTRACT# OFR/260766

stryker

1 Year PLT, BATT, PM - Renewal

Quote Number:	11282572		
Version:	1	Division:	Medical
Prepared For:	OCALA FIRE DEPT	Rep:	Meredith Roberts
	Attn:	Email:	
		Phone Number:	
GPO:	CUSTOMER CONTRACT		
Quote Date:	05/13/2026		
Expiration Date:	08/11/2026	DUAL Service Rep Name:	Daniel Jica
		DUAL Service Rep Email:	daniel.jica@stryker.com
Contract Start:	07/28/2026		
Contract End:	07/27/2027		

Peter Lee 6/26/2026
Authorized Customer Signer (Printed) Date

Meredith Roberts 6/18/2026
Stryker Authorized Signature (Printed) Date

DocuSigned by: Peter Lee 6/26/2026
5BB28E162F2E4C2...
Authorized Customer Signature Date

DocuSigned by: Meredith Roberts 6/18/2026
338B4D298CC8451...
Stryker Authorized Signature Date

Purchase Order Number

Approved as to form and legality:

Signed by: William E. Sexton, Esq.
A45ABBABED84F3...
William E. Sexton, Esq.
City Attorney

Service Terms and Conditions:
The Terms and Conditions outlined in this quote, as well as any resulting Customer purchase order, are governed by the Terms and Conditions specified in the Terms Addendum to ProCare Medical Quote attached hereto. However, these Terms and Conditions do not apply if the Customer and Stryker are bound by a Master Service Agreement or by a separate written agreement that governs the purchase or sale of goods and/or services.

This is not an Invoice

1360

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CONTRACT# OFR/260766

Equipment Service Plan

Line Item #	Model	ProCare Materials	Serial #
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3523IN42
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3523IN70
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3523IN71
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3523IN72
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3523IN73
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3523IN74
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3523IN75
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3523IN76
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3523IN77
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3523IP07
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3524IY07
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3524IY08
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3524IY09
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3524IY11
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3524IY12
1.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3524IY15
2.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3525MF48
3.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50669709
3.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50669799
3.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50669821
3.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50669833
3.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50669987
3.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50670075
3.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50670124
3.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50670948
3.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50670957
3.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50670976
3.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50851318
3.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50851333
4.0	99335-000031	ProCare-SVC-LP35-FIELD-REPAIR	55172809
4.0	99335-000031	ProCare-SVC-LP35-FIELD-REPAIR	55172814

Docusign Envelope ID: A44D172B-4119-80C5-8348-AD58694F8DD2

ProCare® Services

Our ProActive approach

With ProCare Services, we offer you operational and financial peace of mind through three comprehensive offerings: **ProCare Preventive Maintenance, ProCare Protect and ProCare Prevent.** You will have confidence in your device's state of readiness along with these additional benefits of your service plan.

Your service details are:

Parts, labor and travel (PLT)

Our most inclusive service offering. All parts, labor and travel associated for repairs of contracted products are included in the cost of the service agreement. This does not include replacement of soft goods or accessories (i.e. mattresses, restraints, removable parts) and is not available for AEDs.

Preventive Maintenance (PM)

Contracted products receive an annual PM for the length of the service agreement. PM-only agreements do not cover any necessary repairs identified through the PM process. For details on preventive maintenance, refer to applicable product sheet. Preventive maintenance can also be done as individual billable work.

- **Additional Preventive Maintenance:** Contracted products on a PM-only contract can receive an additional PM at the 6-month mark for the length of the service agreement.

Case Change

Stryker defibrillators, AEDs and LUCAS® products with this entitlement are allowed an agreed upon and documented number of case changes, upon failure, during the length of the service agreement.

Special Ops

This is a premium, fully customizable service based on your installed assets. This white-glove experience is designed to complete large scale PM projects in a short amount of time, typically within a week. Services include PM's, product unboxing and set up, power washing, all repair work as well as other customer or field initiatives.

Maintenance inspections

Stryker Medical products past their service life, with this entitlement, will receive one maintenance inspection annually for the duration of the service agreement. This does not include any repair work or any work that is part of the PM process. Additional inspections are available for purchase.

Battery service

Stryker Medical products with this entitlement can have the batteries replaced, as a one-for-one swap, upon failure, during the length of the service agreement.

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: LUCAS, ProCare, Stryker.
All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

3800 E. Centre Avenue
Portage, MI 49002 USA

stryker.com

08/2025
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ADDENDUM TO PROCARE MEDICAL QUOTE

This Addendum ("**Addendum**") is entered into by and between the facility listed on the Quote ("**Customer**") and Stryker Sales, LLC, acting through its Medical Division ("**Stryker**") and modifies the ProCare Medical Quote ("**Quote**"). The terms of this Addendum will apply to Customer's purchase of Services as outlined in the Quote for Service. In the event of a conflict or inconsistency between the Quote and this Addendum, relative to Service, this Addendum will govern.

1. **Effective Date and Term.** The term of this Addendum shall be coterminous with the Quote ("**Term**").
2. **Service.** Stryker will perform the repair and maintenance services as described in the Quote (collectively, the "**Services**") to the Equipment set forth on the Quote ("**Equipment**").
3. **Service Terms and Conditions.** Services will be subject to the terms and conditions set forth in this Addendum.
4. **Product Maintenance**. Customer is required to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer covenants and agrees that its appropriate user personnel will follow the instructions and contents of those manuals, labels and inserts.
5. **Warranty and Limitations of Warranty**. During the Term, Stryker warrants, with the exception of software maintenance services, the following:
   a. Stryker has the experience, capability and resources to perform the Services, and Stryker further represents and warrants that the Services will be performed in a workmanlike manner and with professional diligence and skill;
   b. Services will comply with all applicable laws and regulations and all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or pertinent governing, accrediting or advisory body, including The Joint Commission having authority to set standards for healthcare facilities;
   c. If the Services are to be performed on Customer's premises, Stryker represents and warrants that Stryker will comply with all applicable safety laws and Customer's then current safety and other applicable regulations, all human resource policies and health and drug and alcohol screening policies; provided that Customer has provided advance written notification of such rules, regulations and policies to Stryker;
   d. Stryker currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, and qualifications required to perform the Services.
   e. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, AND STRYKER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
6. **Limitation of Liability**. EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER THE SECTION HEREOF ENTITLED "INDEMNIFICATION," STRYKER'S LIABILITY ARISING UNDER THIS ADDENDUM WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID UNDER THIS ADDENDUM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.
7. **Customer Obligations.** Customer will use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities will not be a breach of this Addendum. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under Addendum and represents that it will obtain all necessary consents from patients.
8. **Limitations and Exclusions from Service.** Notwithstanding any other provision set forth herein, the Services not covered under this Addendum as determined by Stryker in its sole discretion are as follows: (a) abnormal wear or damage caused by reckless or intentional misconduct, abuse, neglect or failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment; (b) catastrophe, fire, flood or act(s) of God; (c) damage resulting from faulty maintenance, improper storage, repair, handling or improper use (including use of non-Stryker accessories or consumables), damage and/or alteration by non-Stryker-authorized personnel; (d) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (e) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (f) service Stryker cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (g) service to the Equipment if the Equipment or the Equipment site is contaminated with potentially infectious and/ or biohazardous substances; (h) Equipment that has been repaired or used with any unauthorized or non-Stryker components or by an unauthorized or non-Stryker third party; or (i) any Services provided by the Stryker Medical division do not include batteries (unless stated in Stryker's quote), mattresses, disposable items, IV poles or rust or corrosion damage; Customer agrees to provide personal protective equipment ("**PPE**") to OnSite/Clinical Specialists. Notwithstanding anything else in this Addendum in the event Customer fails to provide appropriate industry-standard PPE to all OnSite Specialists, as determined in Stryker's sole discretion, then Stryker may immediately, in its sole discretion: (i) suspend the OnSite Specialist Coverage until Customer provides such PPE; or (ii) terminate the applicable Service.
9. **Indemnification.** Stryker shall indemnify Customer from any third party liability and/or damages which Customer suffers directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising solely from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or

instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.
Notwithstanding anything contained herein, Customer's obligation to indemnify Stryker shall not exceed $200,000 per person or $300,000 per incident or occurrence, as set forth in section 766.28, Florida Statutes.

10. **Insurance**. Stryker shall maintain the following insurance coverage during the Term: (i) commercial general liability insurance, including coverage for products and completed operations liability, with limits of $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate applying to Stryker's liability for bodily injury, personal injury, and property damage; (ii) automobile liability insurance with a combined single limit of $1,000,000.00 each accident covering Stryker's use of owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law subject to statutory limits and employer's liability insurance with limits of $1,000,000.00 each accident and/or $1,000,000.00 each employee and policy limit for disease covering Stryker's employees. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. Notwithstanding any other requirements within this Addendum to the contrary, to the extent allowed by applicable law or regulation, Stryker shall be permitted to meet the above insurance requirements through a program of self-insurance.

11. **Confidentiality.** Stryker and Customer: (i) shall hold in confidence this Addendum and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (ii) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a Party hereunder shall not limit or preclude any other available equitable or legal remedies. Notwithstanding the foregoing, the term "Confidential Information" shall not include any information which constitutes a public record pursuant to Florida's Public Records Act, Chapter 119, Florida Statutes.

12. **Non-Solicitation and Non-Hire**. Customer agrees that, during the Term and for a period of one (1) year following Service, it will not solicit any employees of Stryker to terminate their employment with Stryker, unless Stryker consents in writing.

13. **Background Check**. Stryker warrants that all of its employees who will be on a Customer's premises to perform Services will have undergone a criminal background check as part of Stryker's hiring practice. The background check consists of the following:
    a. Education verification, which includes a review of employee's submitted educational institutions to ensure proper accreditation;
    b. Employment history verification;
    c. SSN trace, including address history verification;
    d. OFAC Watch List search, including a search of global terrorist and national drug trafficker lists;
    e. FDA Debarment and Disqualified/Restricted List search;
    f. OIG/HHS Exclusion List check;
    g. EPLS/GSA Exclusion List check;
    h. Criminal history search, including a National Criminal Database (NCD) search and a national sex offender registry search and a search of all jurisdictions where the employee has lived or worked during the last seven years; and
    i. Motor vehicle check

    During the Term, a Customer may request a meeting with Stryker to review the performance, behavior or expectations of Stryker service personnel who are assigned to provide service at Customer's facility. Any Stryker service personnel who willingly and knowingly violate Customer's rules, regulations, procedures, or policies may be removed from Customer's facility at Customer's option and will be replaced by Stryker promptly.

14. **Independent Contractor.** The relationship between the Parties is that of independent contractors. It is mutually agreed that Stryker is at all times acting and performing as an independent contractor with respect to Customer, and nothing is intended nor shall be construed to create an employer/employee relationship between Stryker and Customer. It is agreed that any person employed by Stryker to perform hereunder shall not be deemed to be an employee of Customer, and Stryker and Stryker's employees, agents or representatives shall not be, or represent themselves to be, officers, employees, agents or representatives of Customer.

15. **Miscellaneous**. No Party shall be liable for failure of or delay in performing obligations set forth in this Addendum, and no Party shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes reasonably beyond the control of such Party. This Addendum shall be governed by and construed in accordance with the laws of the State of Michigan* and the Parties consent and agree that any and all litigation arising from this Addendum will be conducted by state or federal courts located in the State of Michigan. This Addendum shall inure to the benefit of, and be binding upon, Customer and Stryker and their respective successors and assigns. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the preceding sentence will be void. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the Parties concerning the subject matter of this Addendum. In the event of an inconsistency or conflict between this Addendum and any purchase order, invoice, or similar document, this Addendum will control. The sections entitled Warranty and Limitation of Warranties, Indemnification, Limitation of Liability, Confidentiality and Miscellaneous of this Addendum shall survive its termination or expiration.
    *This Addendum shall be governed by the laws of the state of Florida. Any dispute arising under or relating to this Addendum shall be resolved exclusively in the courts of Marion County, Florida, and the parties consent to the jurisdiction and venue of such courts.

****

Modifications to Addendum to ProCare Medical Quote approved by STRYKER SALES, LLC, MEDICAL DIVISION:

By: DocuSigned by: Meredith Roberts 338B4D298CC8451...

Printed Name: Meredith Roberts

Title: Sr. Sales Manager

Date: 6/18/2026

Docusign Envelope ID: A44D172B-4119-80C5-8348-AD58694F8DD2

stryker

PURCHASE ORDER FORM

Does the Customer require a PO# on invoices for payment? ☐ **No** ☐ **Yes**
If yes, do not use this form.

Check box confirming BILL TO and SHIP TO on quote is accurate. ☐

	Customer # - 20106991
Company Name	OCALA FIRE DEPT
Contact or Dept	
Phone	
Email	

Stryker Quote #	**Grand Total Amount**
11282572	$48,656.41

Authorized Customer:

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Check box if anything attached ☐

Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goodsand services on the Stryker Quote.

***Service Terms and Conditions:**
The Terms and Conditions outlined in this quote, as well as any resulting Customer purchase order, are governed by the Terms and Conditions specified in the Terms Addendum to ProCare Medical Quote attached hereto. However, these Terms and Conditions do not apply if the Customer and Stryker are bound by a Master Service Agreement or by a separate written agreement that governs the purchase or sale of goods and/or services

Certificate Of Completion

Envelope Id: A44D172B-4119-80C5-8348-AD58694F8DD2
Status: Completed
Subject: SIGNATURE: ProCare Services Agreement - Stryker Sales, LLC (OFR/260766)
Source Envelope:
Document Pages: 7
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/12/2026 8:27:29 AM
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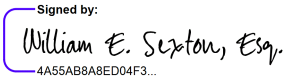
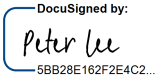
Holder: April Adolf
aadolf@ocalafl.gov
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by:  4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/12/2026 9:34:19 AM Viewed: 6/17/2026 3:00:01 PM Signed: 6/17/2026 3:01:08 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Meredith Roberts meredith.roberts@stryker.com Sr. Sales Manager Security Level: Email, Account Authentication (None)	DocuSigned by: 338B4D298CC8451... Signature Adoption: Pre-selected Style Using IP Address: 192.80.128.11	Sent: 6/17/2026 3:01:10 PM Viewed: 6/18/2026 11:12:41 AM Signed: 6/18/2026 1:08:43 PM
Electronic Record and Signature Disclosure: Accepted: 6/18/2026 11:12:41 AM ID: c1a713eb-baa9-4301-8472-adcbef083f30		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by:  5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/18/2026 1:08:45 PM Viewed: 6/26/2026 4:01:56 PM Signed: 6/26/2026 4:02:24 PM
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	6/12/2026 9:34:19 AM
Certified Delivered	Security Checked	6/26/2026 4:01:56 PM
Signing Complete	Security Checked	6/26/2026 4:02:24 PM
Completed	Security Checked	6/26/2026 4:02:24 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: FDF15650-660E-8C51-8163-AA9E7B62F2FB

FIRST AMENDMENT TO AGREEMENT FOR BULK DIESEL EXHAUST FLUID SUPPLY AND DELIVERY

THIS FIRST AMENDMENT TO AGREEMENT FOR BULK DIESEL EXHAUST FLUID SUPPLY AND DELIVERY ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **PALMDALE OIL COMPANY, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-2358666) ("Vendor").

WHEREAS, on April 21, 2023, City and Vendor entered into an Agreement for Bulk Diesel Exhaust Fluid Supply and Delivery (the "Original Agreement"), City of Ocala Contract Number: FLT/230029, for a term of three (3) years, from April 19, 2023, through April 18, 2026; and

WHEREAS, City and Vendor now desire to renew the Original Agreement for the first of two (2) additional one (1) year renewal periods available under the terms of the Original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM**. The Original Agreement is hereby renewed for an additional one (1) year term beginning **APRIL 19, 2026** and terminating **APRIL 18, 2027**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for up to **ONE (1)** additional **ONE (1) YEAR** period upon written agreement between the parties.
4. **COMPENSATION.** City shall pay Vendor an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000)** over the one (1) year renewal term as full and complete compensation for the timely and satisfactory performance of services in accordance with the Contract Documents.
5. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Palmdale Oil Company, Inc.
Attention: Jessica Whited
911 N. 2nd Street
Fort Pierce, Florida 34950
Phone: 954-978-3835
E-mail: jwhited@palmdaleoil.com

Docusign Envelope ID: FDF15650-660E-8C51-8163-AA9E7B62F2FB

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

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

7. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.

8. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 6/18/2026.

ATTEST:

Signed by: Angel B. Jacobs
8DB3574C28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by: Ken Whitehead
5877F71E38874F4...
Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by: William E. Sexton, Esq.
4A55AB8AED04F3...
William E. Sexton, Esq.
City Attorney

PALMDALE OIL COMPANY, INC.

Signed by: Jessica Whited
E58B4068AFB949D...

By: Jessica Whited
(Printed Name)

Title: Sales Operations Manager
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: FDF15650-660E-8C51-8163-AA9E7B62F2FB
Status: Completed
Subject: SIGNATURE: First Amendment Bulk Diesel Exhaust Fluid Supply and Delivery - Palmdale Oil (FLT/230029)
Source Envelope:
Document Pages: 2
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/17/2026 8:44:41 AM
Security Appliance Status: Connected

Holder: April Adolf
aadolf@ocalafl.gov
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
Jessica Whited jwhited@palmdaleoil.com Sales Operations Manager Security Level: Email, Account Authentication (None)	Signed by: Jessica Whited E56B4068AFB949D... Signature Adoption: Pre-selected Style Using IP Address: 50.146.152.178	Sent: 6/17/2026 9:09:29 AM Viewed: 6/17/2026 10:12:55 AM Signed: 6/17/2026 10:13:11 AM
Electronic Record and Signature Disclosure: Accepted: 10/27/2025 12:16:15 PM ID: f74bbfc6-baff-4e82-aabd-bc29bb1aba20		
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: 6/17/2026 10:13:12 AM Viewed: 6/17/2026 10:20:28 AM Signed: 6/17/2026 10:31:54 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/17/2026 10:31:55 AM Viewed: 6/18/2026 4:23:00 PM Signed: 6/18/2026 4:23:48 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: 6/18/2026 4:23:49 PM Viewed: 6/24/2026 9:10:45 AM Signed: 6/24/2026 9:10:59 AM
Electronic Record and Signature Disclosure: Accepted: 6/24/2026 9:10:45 AM ID: 3eaf17f8-844f-43b0-83eb-45e1b9d9caa1		

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	6/17/2026 9:09:30 AM
Certified Delivered	Security Checked	6/24/2026 9:10:45 AM
Signing Complete	Security Checked	6/24/2026 9:10:59 AM
Completed	Security Checked	6/24/2026 9:10:59 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: 3CF5337F-F98D-8665-807E-ACC7CDD6A48E

FIRST AMENDMENT TO AGREEMENT FOR WRECKER AND TOWING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR WRECKER AND TOWING SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **MICHAEL LESSARD, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 20-2196763) ("Contractor").

WHEREAS, on April 4, 2024, City and Contractor entered into an Agreement for Wrecker and Towing Services (the "Original Agreement"), City of Ocala Contract Number: FLT/240413, for a term of two (2) years, from April 5, 2024 to April 4, 2026; and

WHEREAS, City and Contractor now desire to extend the Original Agreement for the first of two (2) additional one (1) year renewal periods available under the terms of the Original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one (1) year term beginning **APRIL 5, 2026**, and terminating **APRIL 4, 2027**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for up to **ONE (1)** additional **ONE (1) YEAR** period upon written agreement between the parties.
4. **COMPENSATION.** City shall pay Contractor an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000)** (the "Contract Sum") over the one (1) year Renewal Term as full and complete compensation for the timely and satisfactory performance of services in accordance with the Contract Documents. The pricing in this Agreement shall only be adjusted by written amendment executed by both parties.
5. **NOTICES.** All notices, certifications or communications required by this 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:

Michael Lessard, Inc.
Attention: Michael Lessard
2157 NE Jacksonville Rd.
Ocala, Florida 34470
Phone: 352-629-6677
E-mail: lisa@candmtowing.org

Docusign Envelope ID: 3CF5337F-F98D-8665-807E-ACC7CDD6A48E

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

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

7. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.

8. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 7/1/2026.

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

MICHAEL LESSARD, INC.

Signed by: Michael Lessard
D2DAB6BCAF0D417...

By: Michael Lessard
(Printed Name)

Title: President
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: 3CF5337F-F98D-8665-807E-ACC7CDD6A48E
Status: Completed
Subject: SIGNATURE: First Amendment - Wrecker and Towing Services - Michael Lessard, Inc. (FLT/240413)
Source Envelope:
Document Pages: 2
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/23/2026 2:32:08 PM
Security Appliance Status: Connected

Holder: April Adolf
aadolf@ocalafl.gov
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
Michael Lessard lisa@candmtowing.org President Security Level: Email, Account Authentication (None)	Signed by: Michael Lessard D2DAB6BCAF0D417... Signature Adoption: Pre-selected Style Using IP Address: 216.255.253.121	Sent: 6/23/2026 3:16:29 PM Viewed: 6/24/2026 11:12:23 AM Signed: 6/24/2026 11:13:26 AM
Electronic Record and Signature Disclosure: Accepted: 6/24/2026 11:12:23 AM ID: 7090c471-30b2-4aae-b8d4-c32c711a5100		
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: 6/24/2026 11:13:27 AM Viewed: 6/24/2026 5:08:40 PM Signed: 6/24/2026 5:09:15 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: 6/24/2026 5:09:16 PM Viewed: 7/1/2026 8:31:58 AM Signed: 7/1/2026 8:32:47 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: 7/1/2026 8:32:48 AM Viewed: 7/1/2026 10:58:46 AM Signed: 7/1/2026 10:59:03 AM
Electronic Record and Signature Disclosure: Accepted: 7/1/2026 10:58:46 AM ID: ce8b54a6-d43a-4b81-bc0c-e89598f289c5		

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	6/23/2026 3:16:29 PM
Certified Delivered	Security Checked	7/1/2026 10:58:46 AM
Signing Complete	Security Checked	7/1/2026 10:59:03 AM
Completed	Security Checked	7/1/2026 10:59:03 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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CONTRACT # ELE/260842

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: Joshua B. Burgos

Mailing Address: 617 SE 35th Street

City: Ocala State: Fl Zip Code: 34471

Phone Number: 352-426-5854 Alternate Phone Number: _____

Email Address: BURGOSJOSHUA60@GMAIL.COM Fax Number: _____

Ocala Electric Utility Customer Account Number: 553283-269355

2. RGS Facility Information

Facility Location: 617 SE 35th Street Ocala, Fl. 34471

Ocala Electric Utility Customer Account Number: 553283-269355

RGS Manufacturer: CSI Solar (USA) Co., LTD.

Manufacturer's Address: 1350 Treat Blvd. Suite 500
Walnut Creek, CA. 94598

Reference or Model Number: CS6R-400MS-HL (17 Modules- 400W) 6.8kWdc/5.78kWac

Serial Number: Enphase IQ8PLUS-72-2-US (17-Microinverters)

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3. Facility Rating Information

Gross Power Rating: 5.78kWac ("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: 1/23/2024

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is $375 for Tier 2 and $750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

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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: Joshua B. Burgos Date: 6/11/26
(Print Name)

(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 11th day of June, 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 Joshua B. Burgos, 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.

(Continued on Sheet No. 20.3)

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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.

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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: 6/22/2026

Florida Municipal Power Agency

DocuSigned by:
By: 087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 6/22/2026

Customer

By: Joshua B. Burgos (Print Name) Date: 6/11/26

(Signature)

Customer's City of Ocala Electric Utility Account Number: 553283-269355

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)

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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 11th day of June, 20 26, by and between Joshua B. Burgos, (hereinafter called "**Customer**"), located at 617 SE 35th Street in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereinafter called OEU), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 617 SE 35th Street Ocala, Fl. 34471.

WITNESSETH

Whereas, a Tier 1 Renewable Generation System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than ten (10) kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, OEU operates an electric system serving the City of Ocala; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU' electrical supply grid at the location identified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU' ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, the OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

(Continued on Sheet No. 21.1)

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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.

(Continued to Sheet No. 21.2)

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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.

(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.

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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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(Continued from Sheet No. 21.4)

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)

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(Continued from Sheet No. 21.5)

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.
b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

(Continued on Sheet No. 21.7)

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(Continued from Sheet No. 21.6)

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: 6/22/2026

Customer:

By: Joshua B. Burgos
(Print Name)

(Signature)

Date: 6/11/26

City of Ocala Electric Utility Account Number:

553283-269355

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

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AMERICAN TRADITIONS INSURANCE COMPANY

Homeowners Declarations Page

T.J. Jerger MGA, LLC
7785 66th Street N.
Pinellas Park, FL 33781

If you have any questions regarding this policy which your agent is unable to answer please contact us at 866-561-3433.

Agent Name and Address: Whitco Insurance Agency LLC
5308 Gulfport Blvd S
Suite B
Gulfport, FL 33707

Agent Phone #: (727)209-8888

Agency Code: AF2539

Policy Number: ATH1150597
Named Insured: Joshua Burgos
Mailing Address 617 SE 35th St
Ocala, FL 34471

Insuring Company Payment Address:
American Traditions Insurance Company
PO BOX 830856
PHILADELPHIA, PA 19182-0856

Mortgagee(s) #1: Mortgage Financial Group Inc ISAOA ATIMA
1100 East Alfred St
Tavares, FL 32778
0120219865

#2:

Effective Dates: From: **06/01/2026 12:01 am** To: **06/01/2027 12:01 am** Effective date of this transaction:**06/01/2026 12:01am**

Activity: New Business **Additional Insured:**

Insured Location: 617 SE 35th St
Ocala, FL 34471

Coverage at the residence premises is provided only where a limit of liability is shown or a premium is stated

Coverages and Premiums:

Coverage Section	Limits	Non-Hurricane	Hurricane	Total
A. Dwelling	250000	356.00	436.00	792.00
B. Other Structures	5000	0.00	0.00	Included
C. Personal Property	125000	0.00	0.00	Included
D. Loss of Use	25000	0.00	0.00	Included
E. Personal Liability	300000	15.00	0.00	15.00
F. Medical Payments to Others	5000	10.00	0.00	10.00
Policy Fee		25.00	0.00	25.00
Emergency Management Preparedness		2.00	0.00	2.00
Premium Adjustments:		311.00	-195.00	116.00

Total Policy Premium **$960.00**

Deductible: ***Hurricane Deductible: $5,000 / 2%***

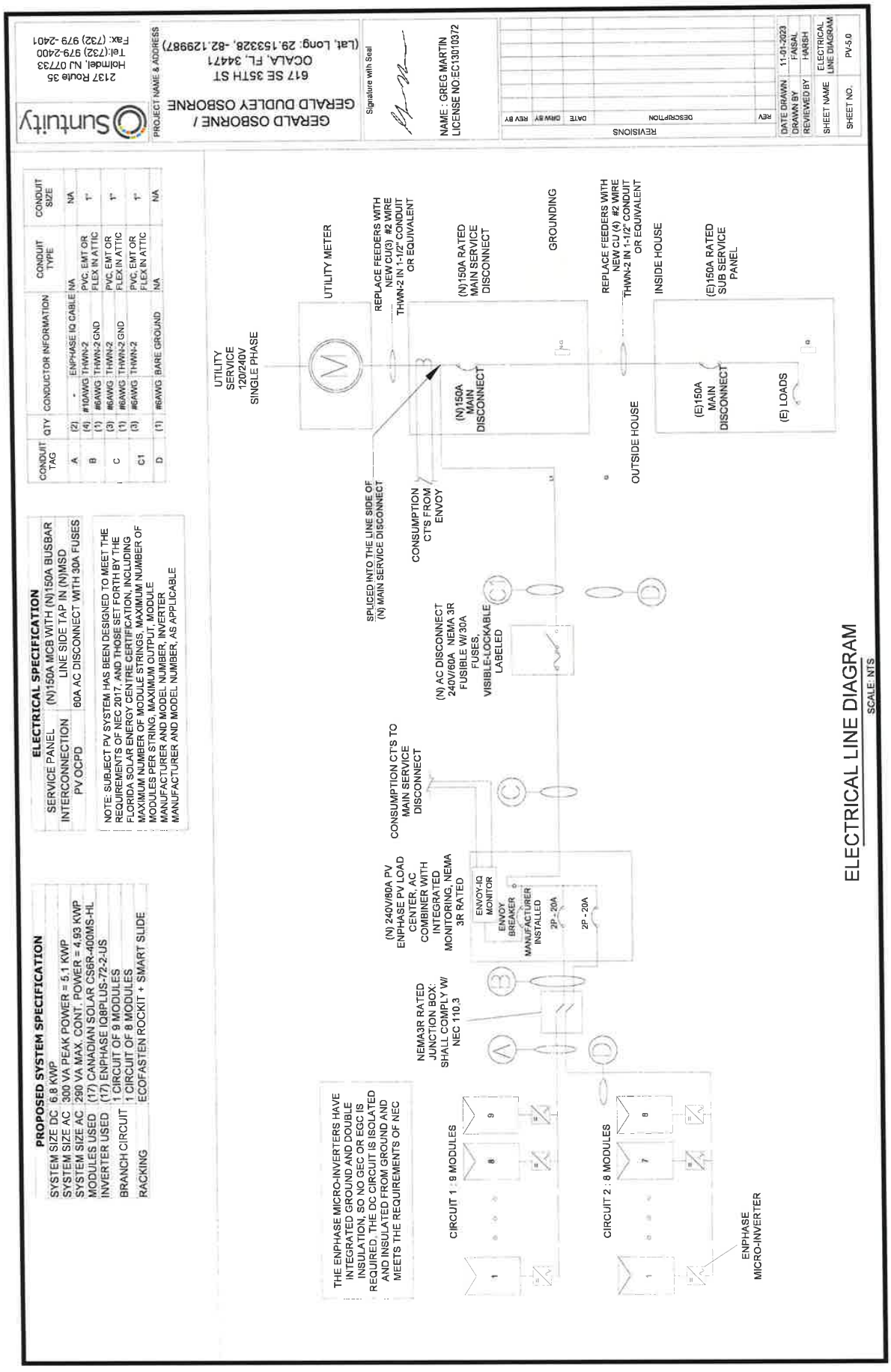
All Other Perils Deductible: **$1,000**

Jennifer J. Sousa
Countersignature

05/20/2026
Date

Docusign Envelope ID: 93EC9BCC-D559-8791-8300-B30701E61A26

Docusign Envelope ID: 93EC9BCC-D559-8791-8300-B30701E61A26



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NEW

CanadianSolar

HiKu6 (All-Black)

ALL BLACK MONO PERC

380 W ~ 405 W

CS6R-380|385|390|395|400|405MS-HL

MORE POWER

- Module power up to 405 W
  Module efficiency up to 20.7 %
- Lower LCOE & system cost
- Comprehensive LID / LeTID mitigation technology, up to 50% lower degradation
- Better shading tolerance

MORE RELIABLE

- Minimizes micro-crack impacts
- Heavy snow load up to 8100 Pa, wind load up to 5000 Pa*

* For detailed information, please refer to the Installation Manual.

25 Years **Industry Leading Product Warranty on Materials and Workmanship***

25 Years **Linear Power Performance Warranty***

1st year power degradation no more than 2%
Subsequent annual power degradation no more than 0.55%

*Subject to the terms and conditions contained in the applicable Canadian Solar Limited Warranty Statement. Also this 25-year limited product warranty is available only for products installed and operating on residential rooftops in certain regions.

MANAGEMENT SYSTEM CERTIFICATES*

ISO 9001:2015 / Quality management system
ISO 14001:2015 / Standards for environmental management system
ISO 45001: 2018 / International standards for occupational health & safety

PRODUCT CERTIFICATES*

IEC 61215 / IEC 61730 / CE
CEC listed (US California) / FSEC (US Florida)
UL 61730 / IEC 61701 / IEC 62716
Take-e-way

* The specific certificates applicable to different module types and markets will vary, and therefore not all of the certifications listed herein will simultaneously apply to the products you order or use. Please contact your local Canadian Solar sales representative to confirm the specific certificates available for your Product and applicable in the regions in which the products will be used.

CSI SOLAR (USA) CO., LTD. is committed to providing high quality solar photovoltaic modules, solar energy and battery storage solutions to customers. The company was recognized as the No. 1 module supplier for quality and performance/price ratio in the IHS Module Customer Insight Survey. Over the past 20 years, it has successfully delivered over 70 GW of premium-quality solar modules across the world.

CSI SOLAR (USA) CO., LTD.
1350 Treat Blvd. Suite 500, Walnut Creek, CA 94598, USA | www.csisolar.com/na | service.ca@csisolar.com

Docusign Envelope ID: 93EC9BCC-D559-8791-8300-B30701E61A26

Data Sheet
Enphase Networking

IQ Combiner 4/4C

The **IQ Combiner 4/4C** with IQ Gateway and integrated LTE-M1 cell modem (included only with IQ Combiner 4C) consolidates interconnection equipment into a single enclosure. It streamlines IQ Microinverters and storage installations by providing a consistent, pre-wired solution for residential applications. It offers up to four 2-pole input circuits and Eaton BR series busbar assembly.

X-IQ-AM1-240-4C •
X2-IQ-AM1-240-4C (IEEE 1547:2018)

X-IQ-AM1-240-4 •
X2-IQ-AM1-240-4 (IEEE 1547:2018)

Smart

- Includes IQ Gateway for communication and control
- Includes Mobile Connect cellular modem (CELLMODEM-M1-06-SP-05), included only with IQ Combiner 4C
- Includes solar shield to match Enphase IQ Battery aesthetics and deflect heat
- Supports Wi-Fi, Ethernet, or cellular connectivity
- Optional AC receptacle available for PLC bridge
- Provides production metering and consumption monitoring

Simple

- Mounts on single stud with centered brackets
- Supports bottom, back and side conduit entry
- Allows up to four 2-pole branch circuits for 240VAC plug-in breakers (not included)
- 80A total PV or storage branch circuits

Reliable

- Durable NRTL-certified NEMA type 3R enclosure
- Five-year limited warranty
- Two years labor reimbursement program coverage included for both the IQ Combiner SKU's
- UL listed
- X2-IQ-AM1-240-4 and X2-IQ-AM1-240-4C comply with IEEE 1547:2018 (UL 1741-SB, 3rd Ed.)

UL LISTED

To learn more about Enphase offerings, visit **enphase.com**

IQ-C-4-4C-DS-0103-EN-US-12-29-2022

ENPHASE

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IQ Combiner 4/4C

MODEL NUMBER	
IQ Combiner 4 X-IQ-AM1-240-4 X2-IQ-AM1-240-4 (IEEE 1547:2018)	IQ Combiner 4 with IQ Gateway printed circuit board for integrated revenue grade PV production metering (ANSI C12.20 ± 0.5%) and consumption monitoring (± 2.5%). Includes a silver solar shield to match the IQ Battery and IQ System Controller 2 and to deflect heat.
IQ Combiner 4C X-IQ-AM1-240-4C X2-IQ-AM1-240-4C (IEEE 1547:2018)	IQ Combiner 4C with IQ Gateway printed circuit board for integrated revenue grade PV production metering (ANSI C12.20 ± 0.5%) and consumption monitoring (± 2.5%). Includes Mobile Connect cellular modem (CELLMODEM-M1-06-SP-05), a plug-and-play industrial-grade cell modem for systems up to 60 microinverters. (Available in the US, Canada, Mexico, Puerto Rico, and the US Virgin Islands, where there is adequate cellular service in the installation area.) Includes a silver solar shield to match the IQ Battery and IQ System Controller and to deflect heat.
ACCESSORIES AND REPLACEMENT PARTS	(not included, order separately)
Supported microinverters	IQ6, IQ7, and IQ8. (Do not mix IQ6/7 Microinverters with IQ8)
Communications Kit COMMS-CELLMODEM-M1-06 CELLMODEM-M1-06-SP-05 CELLMODEM-M1-06-AT-05	 - Includes COMMS-KIT-01 and CELLMODEM-M1-06-SP-05 with 5-year Sprint data plan - 4G based LTE-M1 cellular modem with 5-year Sprint data plan - 4G based LTE-M1 cellular modem with 5-year AT&T data plan
Circuit Breakers BRK-10A-2-240V BRK-15A-2-240V BRK-20A-2P-240V BRK-15A-2P-240V-B BRK-20A-2P-240V-B	Supports Eaton BR210, BR215, BR220, BR230, BR240, BR250, and BR260 circuit breakers. Circuit breaker, 2 pole, 10A, Eaton BR210 Circuit breaker, 2 pole, 15A, Eaton BR215 Circuit breaker, 2 pole, 20A, Eaton BR220 Circuit breaker, 2 pole, 15A, Eaton BR215B with hold down kit support Circuit breaker, 2 pole, 20A, Eaton BR220B with hold down kit support
XA-SOLARSHIELD-ES	Replacement solar shield for IQ Combiner 4/4C
XA-PLUG-120-3	Accessory receptacle for Power Line Carrier in IQ Combiner 4/4C (required for EPLC-01)
X-IQ-NA-HD-125A	Hold-down kit for Eaton circuit breaker with screws
Consumption monitoring CT (CT-200-SPLIT/CT-200-CLAMP)	A pair of 200A split core current transformers
ELECTRICAL SPECIFICATIONS	
Rating	Continuous duty
System voltage	120/240VAC, 60 Hz
Eaton BR series busbar rating	125A
Max. continuous current rating	65A
Max. continuous current rating (input from PV/storage)	64A
Max. fuse/circuit rating (output)	90A
Branch circuits (solar and/or storage)	Up to four 2-pole Eaton BR series Distributed Generation (DG) breakers only (not included)
Max. total branch circuit breaker rating (input)	80A of distributed generation/95A with IQ Gateway breaker included
IQ Gateway breaker	10A or 15A rating GE/Siemens/Eaton included
Production metering CT	200A solid core pre-installed and wired to IQ Gateway
MECHANICAL DATA	
Dimensions (WxHxD)	37.5 cm x 49.5 cm x 16.8 cm (14.75 in x 19.5 in x 6.63 in). Height is 53.5 cm (21.06 in) with mounting brackets.
Weight	7.5 kg (16.5 lbs)
Ambient temperature range	-40°C to +46°C (-40°F to 115°F)
Cooling	Natural convection, plus heat shield
Enclosure environmental rating	Outdoor, NRTL-certified, NEMA type 3R, polycarbonate construction
Wire sizes	• 20A to 50A breaker inputs: 14 to 4 AWG copper conductors • 60A breaker branch input: 4 to 1/0 AWG copper conductors • Main lug combined output: 10 to 2/0 AWG copper conductors • Neutral and ground: 14 to 1/0 copper conductors • Always follow local code requirements for conductor sizing.
Altitude	Up to 3,000 meters (9,842 feet)
INTERNET CONNECTION OPTIONS	
Integrated Wi-Fi	IEEE 802.11b/g/n
Cellular	CELLMODEM-M1-06-SP-05, CELLMODEM-M1-06-AT-05 (4G based LTE-M1 cellular modem). Note that an Mobile Connect cellular modem is required for all Enphase Energy System installations.
Ethernet	Optional, IEEE 802.3, Cat5E (or Cat6) UTP Ethernet cable (not included)
COMPLIANCE	
Compliance, IQ Combiner	CA Rule 21 (UL 1741-SA) IEEE 1547:2018 - UL 1741-SB, 3rd Ed. (X2-IQ-AM1-240-4 and X2-IQ-AM1-240-4C) CAN/CSA C22.2 No. 107.1, Title 47 CFR, Part 15, Class B, ICES 003 Production metering: ANSI C12.20 accuracy class 0.5 (PV production) Consumption metering: accuracy class 2.5
Compliance, IQ Gateway	UL 60601-1/CANCSA 22.2 No. 61010-1

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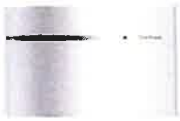
ENPHASE

DATA SHEET

IQ8 and IQ8+ Microinverters

Our newest IQ8 Microinverters are the industry's first microgrid-forming, software defined microinverters with split-phase power conversion capability to convert DC power to AC power efficiently. The brain of the semiconductor-based microinverter is our proprietary application specific integrated circuit (ASIC) which enables the microinverter to operate in grid-tied or off-grid modes. This chip is built in advanced 55nm technology with high speed digital logic and has superfast response times to changing loads and grid events, alleviating constraints on battery sizing for home energy systems.



Part of the Enphase Energy System, IQ8 Series Microinverters integrate with the IQ Battery, IQ Gateway, and the Enphase App monitoring and analysis software.

Enphase 25 year limited warranty

IQ8 Series Microinverters redefine reliability standards with more than one million cumulative hours of power-on testing, enabling an industry-leading limited warranty of up to 25 years.

Connect PV modules quickly and easily to IQ8 Series Microinverters using the included Q-DCC-2 adapter cable with plug-n-play MC4 connectors.

UL CERTIFIED

IQ8 Series Microinverters are UL listed as PV Rapid Shutdown Equipment and conform with various regulations, when installed according to manufacturer's instructions.

Easy to install

- Lightweight and compact with plug-n-play connectors
- Power Line Communication (PLC) between components
- Faster installation with simple two-wire cabling

High productivity and reliability

- Produce power even when the grid is down*
- More than one million cumulative hours of testing
- Class II double-insulated enclosure
- Optimized for the latest high-powered PV modules

Microgrid-forming

- Complies with the latest advanced grid support**
- Remote automatic updates for the latest grid requirements
- Configurable to support a wide range of grid profiles
- Meets CA Rule 21 (UL 1741-SA) and IEEE 1547:2018 (UL 1741-SB 3rd Ed.)

Note:

IQ8 Microinverters cannot be mixed together with previous generations of Enphase microinverters (IQ7 Series, IQ6 Series, etc) in the same system.

*Only when installed with IQ System Controller 2, meets UL 1741.
**IQ8 and IQ8Plus support split-phase, 240V installations only.

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IQ8SP-12A-DS-0067-03-EN-US-2022-12-27

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IQ8 and IQ8+ Microinverters

INPUT DATA (DC)		IQ8-60-2-US	IQ8PLUS-72-2-US
Commonly used module pairings[1]	W	235 – 350	235 – 440
Module compatibility		60-cell / 120 half-cell	54-cell / 108 half-cell, 60-cell / 120 half-cell, 66-cell / 132 half-cell and 72-cell / 144 half-cell
MPPT voltage range	V	27 – 37	27 – 45
Operating range	V	16 – 48	16 – 58
Min. / Max. start voltage	V	22 / 48	22 / 58
Max. input DC voltage	V	50	60
Max. continuous input DC current	A	10	12
Max. input DC short-circuit current	A	25	
Max. module I_{sc}	A	20	
Overvoltage class DC port		II	
DC port backfeed current	mA	0	
PV array configuration		1 x 1 Ungrounded array; No additional DC side protection required; AC side protection requires max 20A per branch circuit	

OUTPUT DATA (AC)		IQ8-60-2-US	IQ8PLUS-72-2-US
Peak output power	VA	245	300
Max. continuous output power	VA	240	290
Nominal (L-L) voltage / range[2]	V	240 / 211 – 264	
Max. continuous output current	A	1.0	1.21
Nominal frequency	Hz	60	
Extended frequency range	Hz	47 – 68	
AC short circuit fault current over 3 cycles	Arms	2	
Max. units per 20 A (L-L) branch circuit[3]		16	13
Total harmonic distortion		<5%	
Overvoltage class AC port		III	
AC port backfeed current	mA	30	
Power factor setting		1.0	
Grid-tied power factor (adjustable)		0.85 leading – 0.85 lagging	
Peak efficiency	%	97.7	
CEC weighted efficiency	%	97	
Night-time power consumption	mW	60	

MECHANICAL DATA	
Ambient temperature range	-40°C to +60°C (-40°F to +140°F)
Relative humidity range	4% to 100% (condensing)
DC Connector type	MC4
Dimensions (H x W x D)	212 mm (8.3") x 175 mm (6.9") x 30.2 mm (1.2")
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
Environ. category / UV exposure rating	NEMA Type 6 / outdoor

COMPLIANCE	
Certifications	CA Rule 21 (UL 1741-SA), UL 62109-1, IEEE 1547:2018 (UL 1741-SB 3rd Ed.), FCC Part 15 Class B, ICES-0003 Class B, CAN / CSA-C22.2 NO. 107.1-01 This product is UL Listed as PV Rapid Shutdown Equipment and conforms with NEC 2014, NEC 2017, and NEC 2020 section 690.12 and C22.1-2018 Rule 64-218 Rapid Shutdown of PV Systems, for AC and DC conductors, when installed according to manufacturer's instructions.

(1) Pairing PV modules with wattage above the limit may result in additional clipping losses. See the compatibility calculator at https://link.enphase.com/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.

Certificate Of Completion

Envelope Id: 93EC9BCC-D559-8791-8300-B30701E61A26
Status: Completed
Subject: FOR SIGNATURES - Net Metering Agreement - Joshua Burgos - ELE/260842
Source Envelope:
Document Pages: 28
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
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William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/15/2026 10:54:12 AM Viewed: 6/17/2026 11:32:49 AM Signed: 6/17/2026 2:59:43 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: 6/17/2026 2:59:44 PM Viewed: 6/22/2026 7:13:44 AM Signed: 6/22/2026 7:14:08 AM
Electronic Record and Signature Disclosure: Accepted: 6/22/2026 7:13:44 AM ID: b3f8fa2e-c40b-4010-9830-30cfac4b259b		
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: 6/22/2026 7:14:09 AM Viewed: 6/22/2026 8:31:56 AM Signed: 6/22/2026 8:32:05 AM
Electronic Record and Signature Disclosure: Accepted: 6/22/2026 8:31:56 AM ID: 76b10be1-5094-4962-9585-0a2a4ef0759a		

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	6/15/2026 10:54:12 AM
Certified Delivered	Security Checked	6/22/2026 8:31:56 AM
Signing Complete	Security Checked	6/22/2026 8:32:05 AM
Completed	Security Checked	6/22/2026 8:32:05 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: 0AC917EF-85C3-42D7-82CB-2EF5E2C445C2

FIRST AMENDMENT TO AGREEMENT FOR CONTINUING GENERAL AVIATION ENGINEERING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR CONTINUING GENERAL AVIATION ENGINEERING SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **MCFARLAND JOHNSON, INC.,** a for-profit corporation duly organized in the state of New York and authorized to do business in the state of Florida (EIN: 16-0770183) ("Consultant").

WHEREAS, on September 14, 2022, City and McFarland Johnson, Inc. entered into an Agreement for Continuing General Aviation Engineering Services, (the "Original Agreement") City of Ocala Contract Number: AIR/220118 for a term of three (3) years from July 20, 2022, through July 19, 2025; and

WHEREAS, City and Consultant now desire to extend the Original Agreement for the first of three (3) available one-year renewals.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Consultant agree as follows:

1. **RECITALS**. City and Consultant hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Consultant is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one (1) year term beginning on **JULY 20, 2025,** and terminating **JULY 19, 2026.** Thereafter, this Agreement may be renewed for **TWO (2)** optional **ONE (1) YEAR** periods by written consent between City and Consultant.
4. **COMPENSATION.** City shall compensate the Consultant an amount not to exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000)** (the "Maximum Limiting Amount") during the Initial Term, inclusive of any and all direct costs, indirect costs, and reimbursable expenses, in accordance with the pricing reflected in the Original Agreement. The maximum limiting amount established under this Agreement shall not be exceeded without the City's express written approval verified by amendment or Task Work Order to this Agreement.
5. **NOTICES.** All notices required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

Docusign Envelope ID: 0AC917EF-85C3-42D7-82CB-2EF5E2C445C2

If to Consultant:	McFarland Johnson, Inc. Attention: James M. Festa, CEO 49 Court Street, Suite 240 Binghamton, New York 13901 Phone: 607-723-9421 E-mail: jfesta@mjinc.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Consultant, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

Docusign Envelope ID: 0AC917EF-85C3-42D7-82CB-2EF5E2C445C2

IN WITNESS WHEREOF, the parties have executed this First Amendment on 8/8/2025.

ATTEST:

Signed by:
Angel B. Jacobs
A8DB357AC28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
Kristen Dreyer
382728BEAE374EC...
Kristen Dreyer
City Council President

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
AA55AB8A8ED04F8...
William E. Sexton, Esq.
City Attorney

MCFARLAND JOHNSON, INC.

Signed by:
Thomas Kendrick, PE
3D01E3F75CB143A...

By: Thomas Kendrick, PE
(Printed Name)

Title: Chief Executive Officer / Engineering
(Title)

Certificate Of Completion

Envelope Id: 0AC917EF-85C3-42D7-82CB-2EF5E2C445C2
Status: Completed
Subject: SIGNATURE - First Amendment - Renewal - General Aviation Engineering Services (AIR/220118)
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

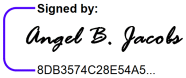
Record Tracking

Status: Original
8/8/2025 8:26:01 AM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Thomas Kendrick, PE tkendrick@mjinc.com Chief Executive Officer / Engineering McFarland-Johnson, Inc. Security Level: Email, Account Authentication (None)	Signed by: Thomas Kendrick, PE 3D01E3F75CB143A... Signature Adoption: Pre-selected Style Using IP Address: 2603:7080:4701:ca6d:bded:5e4c:f477:e64b	Sent: 8/8/2025 8:27:25 AM Resent: 8/8/2025 10:40:36 AM Viewed: 8/8/2025 10:41:23 AM Signed: 8/8/2025 10:41:47 AM
Electronic Record and Signature Disclosure: Accepted: 8/8/2025 10:41:23 AM ID: 2f0b43f3-4e39-449c-a97a-ea07d4dd3827		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/8/2025 10:41:49 AM Viewed: 8/8/2025 5:01:41 PM Signed: 8/8/2025 5:02:04 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Kristen Dreyer kdreyer@ocalafl.gov Council President City of Ocala Security Level: Email, Account Authentication (None)	Signed by: kristen Dreyer 382728BFAF374FC... Signature Adoption: Pre-selected Style Using IP Address: 2600:1006:b154:7c9b:ddf4:88cd:aac7:c70 Signed using mobile	Sent: 8/8/2025 5:02:05 PM Viewed: 8/8/2025 5:04:45 PM Signed: 8/8/2025 5:04:55 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by:  8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/8/2025 5:04:56 PM Viewed: 8/8/2025 5:07:04 PM Signed: 8/8/2025 5:07:16 PM

Electronic Record and Signature Disclosure:
Accepted: 8/8/2025 5:07:04 PM
ID: bd30f1ab-e685-4d35-8dd0-1e79f1578ded

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/8/2025 8:27:25 AM
Envelope Updated	Security Checked	8/8/2025 10:40:35 AM
Envelope Updated	Security Checked	8/8/2025 10:40:35 AM
Envelope Updated	Security Checked	8/8/2025 10:40:35 AM
Certified Delivered	Security Checked	8/8/2025 5:07:04 PM
Signing Complete	Security Checked	8/8/2025 5:07:16 PM
Completed	Security Checked	8/8/2025 5:07:16 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Getting paper copies

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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: D121C68C-7E6B-47A0-BFA2-FFF5651D88C9

FIRST AMENDMENT TO AGREEMENT FOR CONTINUING GENERAL AVIATION ENGINEERING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR CONTINUING GENERAL AVIATION ENGINEERING SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **INFRASTRUCTURE CONSULTING & ENGINEERING, PLLC,** a professional limited liability company duly organized in the state of South Carolina and authorized to do business in the state of Florida (EIN: 45-3175330) ("Consultant").

WHEREAS, on September 9, 2022, City and Infrastructure Consulting & Engineering, PLLC entered into an Agreement for Continuing General Aviation Engineering Services, (the "Original Agreement") City of Ocala Contract Number: AIR/220118 for a term of three (3) years from July 20, 2022, through July 19, 2025; and

WHEREAS, City and Consultant now desire to extend the Original Agreement for the first of three (3) available one-year renewals.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Consultant agree as follows:

1. **RECITALS**. City and Consultant hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Consultant is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one (1) year term beginning on **JULY 20, 2025,** and terminating **JULY 19, 2026.** Thereafter, this Agreement may be renewed for **TWO (2)** optional **ONE (1) YEAR** periods by written consent between City and Consultant.
4. **COMPENSATION.** City shall compensate the Consultant an amount not to exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000)** (the "Maximum Limiting Amount") during the Initial Term, inclusive of any and all direct costs, indirect costs, and reimbursable expenses, in accordance with the pricing reflected in the Original Agreement. The maximum limiting amount established under this Agreement shall not be exceeded without the City's express written approval verified by amendment or Task Work Order to this Agreement.
5. **NOTICES.** All notices required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

Docusign Envelope ID: D121C68C-7E6B-47A0-BFA2-FFF5651D88C9

If to Consultant:	Infrastructure Consulting & Engineering Attention: Doug Hambrecht, Vice President 5550 W. Idlewild Ave., Suite 115 Tampa, Florida 33634 Phone: 813-330-2701 E-mail: doug.hambrecht@ice-eng.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Consultant, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

Docusign Envelope ID: D121C68C-7E6B-47A0-BFA2-FFF5651D88C9

IN WITNESS WHEREOF, the parties have executed this First Amendment on 8/8/2025.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
kristen Dreyer
382728BFAF374FC...
Kristen Dreyer
City Council President

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A59AB8A8ED04F3...
William E. Sexton, Esq.
City Attorney

INFRASTRUCTURE CONSULTING & ENGINEERING, PLLC

Signed by:
Doug Hambrecht
097F6BD739B84D7...

By: Doug Hambrecht
(Printed Name)

Title: Vice President
(Title)

Certificate Of Completion

Envelope Id: D121C68C-7E6B-47A0-BFA2-FFF5651D88C9
Status: Completed
Subject: SIGNATURE - First Amendment - Renewal - General Aviation Engineering Services (AIR/220118)
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
8/8/2025 8:22:26 AM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Doug Hambrecht doug.hambrecht@ice-eng.com Vice President Security Level: Email, Account Authentication (None)	Signed by: Doug Hambrecht 097F6BD739B84D7... Signature Adoption: Pre-selected Style Using IP Address: 47.199.211.139	Sent: 8/8/2025 8:25:02 AM Viewed: 8/8/2025 3:17:56 PM Signed: 8/8/2025 3:18:17 PM
Electronic Record and Signature Disclosure: Accepted: 8/8/2025 3:17:56 PM ID: c87a6af6-a134-477d-b9d5-7b1210016688		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/8/2025 3:18:18 PM Viewed: 8/8/2025 4:37:09 PM Signed: 8/8/2025 4:37:20 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Kristen Dreyer kdreyer@ocalafl.gov Council President City of Ocala Security Level: Email, Account Authentication (None)	Signed by: kristen Dreyer 382728BFAF374FC... Signature Adoption: Pre-selected Style Using IP Address: 2600:1006:b154:7c9b:ddf4:88cd:aac7:c70 Signed using mobile	Sent: 8/8/2025 4:37:21 PM Viewed: 8/8/2025 5:03:25 PM Signed: 8/8/2025 5:04:26 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/8/2025 5:04:28 PM Viewed: 8/8/2025 5:08:10 PM Signed: 8/8/2025 5:08:22 PM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 8/8/2025 5:08:10 PM ID: 586548c8-8b18-492a-9095-109cc4626de6		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/8/2025 8:25:02 AM
Certified Delivered	Security Checked	8/8/2025 5:08:10 PM
Signing Complete	Security Checked	8/8/2025 5:08:22 PM
Completed	Security Checked	8/8/2025 5:08:22 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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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..

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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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FIRST AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WEAR GLOVES, INC.**, a not-for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 27-3644705) ("Litter Control Provider" or "Provider").

WHEREAS, on June 22, 2022, City and Litter Control Provider entered into an Agreement for Litter Control Services (the "Original Agreement"), City of Ocala Contract Number: PWD/220178 for the provision of city-wide litter control services for a term of three (3) years, from August 1, 2022 to July 31, 2025; and

WHEREAS, due to changes in the labor market, Litter Control Provider requested an increase in the hourly rate for services; and

WHEREAS, Litter Control Provider offered to provide drain and inlet cleaning services in addition to litter control services; and

WHEREAS, on June 2, 2023, the City's Public Works Department sought a procurement exception which would allow the use of Litter Control Provider for drain and inlet cleaning services and would raise the rate of compensation; and

WHEREAS, after benchmarking Vendor's increased hourly rate against other providers and considering market conditions to include changes to the Consumer Price Index and increases in Florida's minimum wage during the contract term, Vendor's request for a price adjustment was found to be reasonable; and

WHEREAS, it was further determined that expanding the scope of services under the Original Agreement to include drain and inlet cleaning services in addition to litter control services would serve the City's best interests and afford the City best value;

WHEREAS, City and Litter Control Provider now desire to amend the Original Agreement to reflect the compensation increase and to add drain and inlet cleaning services.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Litter Control Provider agree as follows:

1. **RECITALS.** City and Litter Control Provider hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Litter Control Provider, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO SECTION 3 - SCOPE OF SERVICES.** The following language shall be added to Section 3 – Scope of Services in the Original Agreement:

    J. Drain and inlet cleaning services shall be provided daily in areas defined by the City. A map or list of locations and prioritization of work shall be provided to Provider by the City Project Manager. This list may be revised and updated periodically over the term of this Agreement as agreed upon by Provider and City.

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K. Drain and inlet cleaning services consist of removing debris, typically leaves and litter, from the surface of stormwater drains and the openings of stormwater inlets.

L. Provider shall have at least one (1) person who possesses a Florida Department of Transportation (FDOT) Temporary Traffic Control (TTC) Intermediate Certification before the commencement of drain and inlet cleaning work.

M. Traffic control shall conform to FDOT's most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways." These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone: (904) 488-9220. The foregoing requirements shall be considered as minimum and the Provider's compliance shall in no way relieve Provider of final responsibility for providing adequate traffic control devices for the protection of the public and Provider's employees throughout the work area.

N. City shall provide shovels, gloves, large leaf and garbage bags, and buckets for Provider to use.

O. Debris collected from storm drains and inlets shall be disposed of at one of the City's designated storage yards.

P. Provider shall report the number of bags of debris collected each day to the City Project Manager.

Q. Provider shall report any damaged storm drains, inlets, or structures to the City Project Manager.

R. Landscape maintenance and miscellaneous services may also be required, and will be coordinated with the City Project Manager in lieu of drain and inlet cleaning efforts.

S. Labor hours shall be verified, via e-mail, on Mondays for any work completed during the previous week.

4. **AMENDMENT TO SECTION 4 - COMPENSATION.** City shall pay Provider an aggregate maximum limiting amount not to exceed **THREE HUNDRED SIXTY-EIGHT THOUSAND, SEVEN HUNDRED FIFTY-FOUR AND NO/100 DOLLARS PER YEAR ($368,754/Year)** (the "Contract Sum") annually as full and complete compensation for the timely and satisfactory performance of both Litter Control Services and Drain and Inlet Cleaning Service. The compensation due to Provider under this Agreement may only be adjusted by written amendment executed by both parties.

   A. **Hourly Rate and Anticipated Number of Hours Per Week for Litter Control Services**. The maximum limiting amount set forth above is based upon a negotiated hourly rate of **SIXTEEN AND NO/100 DOLLARS PER HOUR ($16.00/Hour)** and the anticipated delivery of **THREE HUNDRED FIVE (305) COLLECTIVE SERVICE HOURS PER WEEK** by Provider personnel for Litter Control Services each year. The total compensation to Provider for Litter Control

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Services shall not exceed **TWO HUNDRED FIFTY-THREE THOUSAND, SEVEN HUNDRED SIXTY AND NO/100 DOLLARS PER YEAR ($253,760/Year)**.

B. **Hourly Rate and Anticipated Number of Hours Per Week for Drain and Inlet Cleaning Services.** The maximum limiting amount set forth above is based upon a negotiated hourly rate of **SIXTEEN AND NO/100 DOLLARS PER HOUR ($16.00/HOUR)** and the anticipated delivery of **ONE HUNDRED THIRTY-EIGHT (138) COLLECTIVE SERVICE HOURS PER WEEK** by Provider personnel for Drain and Inlet Cleaning Services each year. The total compensation to Provider for Drain and Inlet Cleaning Services shall not exceed **ONE HUNDRED FOURTEEN THOUSAND, NINE HUNDRED NINETY-FOUR AND NO/100 DOLLARS PER YEAR ($114,994/Year)**.

C. **Invoice Submission.** All invoices submitted by Provider shall include the City Contract Number, and assigned Invoice Number and an Invoice Date. Provider shall submit the original invoice through the responsible City Project Manager, as follows:

i. For Litter Control Services: **Public Works Department, Sanitation Division,** Attn: **Dwayne Drake**, **1805 NE 30th Avenue, Bldg. 300, Ocala, Florida 34470**, E-mail: ddrake@ocalafl.org.

ii. For Drain and Inlet Cleaning Services: **Public Works Department, Stormwater Division,** Attn: **Brian Herrick, 1805 NE 30th Avenue, Bldg. 300, Ocala, Florida 34470**, E-mail: bherrick@ocalafl.org.

D. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

E. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Provider; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Provider within **THIRTY (30)** calendar days of the Provider's remedy or resolution of the inadequacy or defect.

F. **Excess Funds**. If due to mistake or any other reason Provider receives payment under this Agreement in excess of what is provided for by the Agreement, Provider shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Provider's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Litter Control Provider shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Litter Control Provider be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **NOTICES**. All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if

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by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Litter Control Provider:	Wear Gloves, Inc. Attn: Ken Kebrdle 1469 N. Magnolia Avenue, Unit B Ocala, Florida 34474 PH: 352-727-0239 Email: ken@weargloves.org
If to City of Ocala:	Daphne M. Robinson, Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8343 Email: notices@ocalafl.org
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 Email: cityattorney@ocalafl.org

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Litter Control Provider, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

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IN WITNESS WHEREOF, the parties have executed this First Amendment on 6/21/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
F8276946104E4E5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
James P. Hilty, Sr.
6FD4EC29B6F4BE...
James P. Hilty, Sr.
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
A07HCFC4E8E4C9...
William E. Sexton, Esq.
City Attorney

WEAR GLOVES, INC.

DocuSigned by:
ken kebrdle
576CFC8AED9E414...

By: Ken Kebrdle
(Printed Name)

Title: Chief Operations Officer
(Title of Authorized Signatory)

DocuSign

Certificate Of Completion

Envelope Id: D89619F8C82F4CCFAE4C9B767DA5FBC2
Status: Completed
Subject: FOR SIGNATURE - First Amendment to Agreement for Litter Control Services (PWD/220178)
Source Envelope:
Document Pages: 5
Signatures: 4
Envelope Originator:
Certificate Pages: 5
Initials: 0
Patricia Lewis
AutoNav: Enabled
110 SE Watula Avenue
EnvelopeId Stamping: Enabled
City Hall, Third Floor
Time Zone: (UTC-05:00) Eastern Time (US & Canada)
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
Holder: Patricia Lewis
Location: DocuSign
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plewis@ocalafl.org
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Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: DocuSign

Signer Events	Signature	Timestamp
Ken Kebrdle ken@weargloves.org Chief Operations Officer Security Level: Email, Account Authentication (None)	DocuSigned by: ken kebrdle 576CFC8AED9E414... Signature Adoption: Pre-selected Style Using IP Address: 216.255.254.135	Sent: 6/21/2023 2:04:34 PM Viewed: 6/21/2023 2:05:42 PM Signed: 6/21/2023 2:10:27 PM
Electronic Record and Signature Disclosure: Accepted: 6/21/2023 2:05:42 PM ID: ad4d0a30-e324-4750-8bde-e205f259754c		
William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William E. Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/21/2023 2:10:28 PM Viewed: 7/5/2023 10:49:43 AM Signed: 7/5/2023 10:49:54 AM
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James P. Hilty, Sr. jhilty@ocalafl.org President Security Level: Email, Account Authentication (None)	DocuSigned by: James P. Hilty, Sr. 6FD4FC329B6F4DF... Signature Adoption: Pre-selected Style Using IP Address: 98.180.104.233 Signed using mobile	Sent: 7/5/2023 10:49:55 AM Viewed: 7/5/2023 12:14:19 PM Signed: 7/5/2023 12:14:36 PM
Electronic Record and Signature Disclosure: Accepted: 2/22/2023 9:50:44 PM ID: 14e56788-1409-4fcd-8b7c-ddcc68b32a87		
Angel B. Jacobs ajacobs@ocalafl.org April 19 City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs F82769461C4E4E5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/5/2023 12:14:38 PM Viewed: 7/5/2023 12:48:21 PM Signed: 7/5/2023 12:48:47 PM
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ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- 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: F9E743FC-F145-43A1-AF80-60327A7E0253

SECOND AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **WEAR GLOVES, INC.,** a not-for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 27-3644705) ("Litter Control Provider").

WHEREAS, on June 22, 2022, City and Litter Control Provider entered into an Agreement for Litter Control Services (the "Original Agreement"), City of Ocala Contract No.: PWD/220178 for the provision of city-wide litter control services for a term of three (3) years from August 1, 2022 through July 31, 2025; and

WHEREAS, on June 21, 2023, City and Litter Control Provider entered into a First Amendment to Agreement for Litter Control Services (the "First Amendment"), to incorporate a compensation increase and include drain and inlet cleaning services; and

WHEREAS, on December 3, 2024, the Public Works Department sought a procurement exception for the provision of additional services by Litter Control Provider, which was subsequently approved; and

WHEREAS, City and Litter Control Provider now desire to further amend the scope of services to include additional litter services, expand service locations, and increase the expenditure for the term of the contract as set forth in the Original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Litter Control Provider agree as follows:

1. **RECITALS**. City and Litter Control Provider hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Litter Control Provider, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except, for those terms and conditions expressly amended by this Second Amendment.

3. **AMENDMENT TO PARAGRAPH 4 - COMPENSATION.** City shall pay Provider an aggregate maximum limiting amount not to exceed **NINE HUNDRED SIXTY THOUSAND, FIVE HUNDRED EIGHTY-SEVEN DOLLARS ($960,587)** (the "Contract Sum") over the initial Contract Term as full and complete compensation for the timely and satisfactory performance of both Litter Control Services and Drain and Inlet Cleaning Services. The compensation due to Provider under this Agreement may only be adjusted by written amendment executed by both parties.

4. **AMENDMENT TO PARAGRAPH 4(A) HOURLY RATE AND ANTICIPATED NUMBER OF HOURS PER WEEK FOR LITTER CONTROL SERVICES.** The maximum limiting amount set forth above is based upon a negotiated hourly rate of **SIXTEEN AND NO/100 DOLLARS PER HOUR ($16.00/Hour)** and the anticipated delivery of **THREE HUNDRED EIGHTY-THREE (383) COLLECTIVE SERVICE HOURS PER WEEK** by Provider personnel for Litter Control Services each year. The total compensation to Provider for Litter Control Services under the initial Contract Term shall not exceed **TWO HUNDRED SEVENTY-EIGHT THOUSAND, FOUR HUNDRED SEVENTY DOLLARS ($278,470).**

Docusign Envelope ID: F9E743FC-F145-43A1-AF80-60327A7E0253

5. **NOTICES.** All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Litter Control Provider:	Wear Gloves, Inc. Attention: Ken Kebrdle 1469 N. Magnolia Avenue, Unit B Ocala, Florida 34474 Phone: 352-727-0239 E-mail: ken@weargloves.org
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

7. **ELECTRONIC SIGNATURE(S).** Litter Control Provider, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.

8. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

Docusign Envelope ID: F9E743FC-F145-43A1-AF80-60327A7E0253

IN WITNESS WHEREOF, the parties have executed this Second Amendment on 2/11/2025.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

DocuSigned by:
William E. Sexton
807DCFC4E80E429...

By: William E. Sexton
(Printed Name)

Title: City Attorney

WEAR GLOVES, INC.

DocuSigned by:
Ken Kebrdle
576CFC8AED9E414...

By: Ken Kebrdle
(Printed Name)

Title: Chief Operations Officer
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: F9E743FC-F145-43A1-AF80-60327A7E0253
Status: Completed
Subject: Second Amendment to Agreement for Litter Control Services (PWD/220178)
Source Envelope:
Document Pages: 3
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
2/10/2025 12:58:27 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Ken Kebrdle ken@weargloves.org Chief Operations Officer Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Kebrdle 576CFC8AED9E414... Signature Adoption: Pre-selected Style Using IP Address: 38.34.247.49	Sent: 2/10/2025 1:00:38 PM Viewed: 2/10/2025 1:03:41 PM Signed: 2/10/2025 1:04:53 PM
Electronic Record and Signature Disclosure: Accepted: 6/21/2023 2:05:42 PM ID: ad4d0a30-e324-4750-8bde-e205f259754c		
William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William E. Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/10/2025 1:04:55 PM Viewed: 2/10/2025 2:09:04 PM Signed: 2/10/2025 2:09:23 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/10/2025 2:09:24 PM Viewed: 2/10/2025 2:09:50 PM Signed: 2/11/2025 10:44:42 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/11/2025 10:44:43 AM Viewed: 2/11/2025 10:45:29 AM Signed: 2/11/2025 10:45:46 AM
Electronic Record and Signature Disclosure: Accepted: 2/11/2025 10:45:29 AM ID: 9efcdbc6-5e82-4023-b966-ac492e2ea9e6		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/10/2025 1:00:38 PM
Certified Delivered	Security Checked	2/11/2025 10:45:29 AM
Signing Complete	Security Checked	2/11/2025 10:45:46 AM
Completed	Security Checked	2/11/2025 10:45:46 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 272D815F-BE8D-4ADF-8D35-8CCC57B34C64

THIRD AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES

THIS THIRD AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES ("Third Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **WEAR GLOVES, INC.,** a not-for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 27-3644705) ("Litter Control Provider").

WHEREAS, on June 22, 2022, City and Litter Control Provider entered into an Agreement for Litter Control Services (the "Original Agreement"), City of Ocala Contract No.: PWD/220178 for the provision of city-wide litter control services for a term of three (3) years from August 1, 2022 through July 31, 2025; and

WHEREAS, on June 21, 2023, City and Litter Control Provider entered into a First Amendment to Agreement for Litter Control Services (the "First Amendment"), to incorporate a compensation increase and include drain and inlet cleaning services; and

WHEREAS, on December 3, 2024, the Public Works Department sought a procurement exception for the provision of additional services by Litter Control Provider, which was subsequently approved; and

WHEREAS, On February 11, 2025, City and Litter Control Provider entered into a Second Amendment to Agreement (the "Second Amendment") to amend the scope of services to include additional litter services, expand service locations, and increase the expenditure for the term of the contract as set forth in the Original Agreement.

WHEREAS, City and Litter Control Provider now desire to renew the first of two one-year renewals available under the Original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Litter Control Provider agree as follows:

1. **RECITALS**. City and Litter Control Provider hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Litter Control Provider, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except, for those terms and conditions expressly amended by this Third Amendment.

3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional (1) one-year term beginning on **AUGUST 1, 2025,** and terminating **JULY 31, 2026.** Thereafter, this Agreement may be renewed for **ONE (1)** additional **ONE (1) YEAR** period by written consent between City and Litter Control Provider.

4. **COMPENSATION.** Litter Control Provider shall be paid a price not to exceed the maximum limiting amount of **FOUR HUNDRED THIRTY-THREE THOUSAND, FOUR HUNDRED SEVENTY-TWO AND NO/100 DOLLARS ($433,472)** (the "Contract Sum") over Renewal Term as full and complete compensation for the timely and satisfactory provision of city-wide litter control services.

Docusign Envelope ID: 272D815F-BE8D-4ADF-8D35-8CCC57B34C64

5. **NOTICES.** All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Litter Control Provider:	Wear Gloves, Inc. Attention: Ken Kebrdle 1469 N. Magnolia Avenue, Unit B Ocala, Florida 34474 Phone: 352-727-0239 E-mail: ken@weargloves.org
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

7. **ELECTRONIC SIGNATURE(S).** Litter Control Provider, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Third Amendment. Further, a duplicate or copy of the Third Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Third Amendment for all purposes.

8. **LEGAL AUTHORITY**. Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

Docusign Envelope ID: 272D815F-BE8D-4ADF-8D35-8CCC57B34C64

IN WITNESS WHEREOF, the parties have executed this Third Amendment on 8/13/2025.

ATTEST:

Signed by: Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by: kristen Dreyer
382728BFAF374FC...

Kristen Dreyer
City Council President

Approved as to form and legality:

Signed by: William E. Sexton, Esq.
4A55AB8ABED04F3...

By: William E. Sexton, Esq.
(Printed Name)

Title: City Attorney

WEAR GLOVES, INC.

DocuSigned by: ken kebrdle
576CFCBAED9E414...

By: Ken Kebrdle
(Printed Name)

Title: Chief Operations Officer
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: 272D815F-BE8D-4ADF-8D35-8CCC57B34C64
Status: Completed
Subject: Third Amendment to Agreement for Litter Control Services (PWD/220178)
Source Envelope:
Document Pages: 3
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
8/6/2025 10:56:13 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Ken Kebrdle ken@weargloves.org Chief Operations Officer Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/21/2023 2:05:42 PM ID: ad4d0a30-e324-4750-8bde-e205f259754c	DocuSigned by: Ken Kebrdle 576CFC8AED9E414... Signature Adoption: Pre-selected Style Using IP Address: 67.232.195.201 Signed using mobile	Sent: 8/6/2025 10:58:07 AM Viewed: 8/6/2025 11:18:11 AM Signed: 8/6/2025 11:20:08 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: 216.255.240.104	Sent: 8/6/2025 11:20:09 AM Viewed: 8/13/2025 2:50:02 PM Signed: 8/13/2025 2:50:21 PM
Kristen Dreyer kdreyer@ocalafl.gov Council President City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: kristen Dreyer 382728BFAF374FC... Signature Adoption: Pre-selected Style Using IP Address: 2600:1006:b154:7c9b:ddf4:88cd:aac7:c70 Signed using mobile	Sent: 8/13/2025 2:50:23 PM Viewed: 8/13/2025 4:47:02 PM Signed: 8/13/2025 4:47:34 PM
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 8/13/2025 4:47:35 PM Viewed: 8/13/2025 4:56:43 PM Signed: 8/13/2025 4:56:55 PM

Signer Events	Signature	Timestamp

Electronic Record and Signature Disclosure:
Accepted: 8/13/2025 4:56:43 PM
ID: a56c5479-aa5b-4166-8757-34cd91260e4f

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/6/2025 10:58:07 AM
Certified Delivered	Security Checked	8/13/2025 4:56:43 PM
Signing Complete	Security Checked	8/13/2025 4:56:55 PM
Completed	Security Checked	8/13/2025 4:56:55 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: 67B10663-7FF3-4493-BE43-05DAAB9830B5

FIRST AMENDMENT TO AGREEMENT FOR LIQUID POLYMER SUPPLY AND DELIVERY SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR LIQUID POLYMER SUPPLY AND DELIVERY SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **POLYDYNE, INC.,** a for-profit corporation duly organized in the state of Georgia and authorized to do business in the state of Florida (EIN: 34-1810283) ("Contractor").

WHEREAS, on November 29, 2023, City and Polydyne, Inc. entered into an Agreement for Liquid Polymer Supply and Delivery Services, (the "Original Agreement") City of Ocala Contract Number: WRS/230496 for a term of two (2) years from November 1, 2023, through October 31, 2025; and

WHEREAS, City and Contractor now desire to renew the first of two (2) one-year renewals available under the Original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional (1) one-year term beginning on **NOVEMBER 1, 2025,** and terminating **OCTOBER 31, 2026.** Thereafter, this Agreement may be renewed for **ONE (1)** optional **ONE (1) YEAR** period by written consent between City and Contractor.
4. **RENEWAL TERM COMPENSATION**. City shall pay Contractor a price not to exceed the maximum limiting amount of **TWO HUNDRED FIFTY THOUSAND, AND NO/100 DOLLARS ($250,000)** over the Renewal Term in accordance with the unit pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B- Price Proposal** as full and complete compensation for the provision of supply and delivery of liquid polymer services.

If to Contractor:
Polydyne, Inc.
Attention: Boyd Stanley
1 Chemical Plant Rd.
Riceboro, Georgia 31323
Phone: 800-848-7659
E-mail: bids@polydyneinc.com

If to City of Ocala:
Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This 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 Agreement. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
7. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 6/26/2025.

ATTEST:

Signed by: Angel B. Jacobs
8DB3574C28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by: Kristen Dreyer
382728BFAF374FC...
Kristen Dreyer
City Council President

Approved as to form and legality:

Signed by: William E. Sexton
4A55A88A8ED04F3...
William E. Sexton, Esq.
City Attorney

POLYDYNE, INC.

Signed by: Boyd Stanley
B7481AD41618478...
By: Boyd Stanley
(Printed Name)

Title: Sr. Vice-President
(Title)

Certificate Of Completion

Envelope Id: 67B10663-7FF3-4493-BE43-05DAAB9830B5
Status: Completed
Subject: First Amendment to Agreement for Liquid Polymer Supply & Delivery Servies (WRS/230496)
Source Envelope:
Document Pages: 2
Signatures: 4
Envelope Originator:
Certificate Pages: 5
Initials: 0
Porsha Ullrich
AutoNav: Enabled
110 SE Watula Avenue
EnvelopeId Stamping: Enabled
City Hall, Third Floor
Time Zone: (UTC-05:00) Eastern Time (US & Canada)
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.241.117

Record Tracking

Status: Original
6/18/2025 9:09:41 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Boyd Stanley bids@polydyneinc.com Sr. Vice-President POLYDYNE INC. Security Level: Email, Account Authentication (None)	Signed by: Boyd Stanley B7481AD4161847B... Signature Adoption: Pre-selected Style Using IP Address: 65.56.52.193	Sent: 6/18/2025 9:12:06 AM Resent: 6/18/2025 9:15:13 AM Resent: 6/23/2025 12:15:13 PM Viewed: 6/25/2025 10:14:52 AM Signed: 6/25/2025 11:47:31 AM
Electronic Record and Signature Disclosure: Accepted: 6/25/2025 10:14:52 AM ID: f0e618b0-5ff6-48c5-b122-825d75bd963a		
William E. Sexton wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/25/2025 11:47:33 AM Viewed: 6/25/2025 3:59:22 PM Signed: 6/25/2025 3:59:32 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Kristen Dreyer kdreyer@ocalafl.gov Council President City of Ocala Security Level: Email, Account Authentication (None)	Signed by: kristen Dreyer 382728BFAF374FC... Signature Adoption: Pre-selected Style Using IP Address: 38.34.228.248	Sent: 6/25/2025 3:59:34 PM Viewed: 6/26/2025 11:35:54 AM Signed: 6/26/2025 11:36:05 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: 6/26/2025 11:36:06 AM Viewed: 6/26/2025 11:59:51 AM Signed: 6/26/2025 12:00:04 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 6/26/2025 11:59:51 AM ID: 21149e45-3cbd-4eab-9355-ae7751860bd6		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/18/2025 9:12:06 AM
Envelope Updated	Security Checked	6/18/2025 9:15:12 AM
Envelope Updated	Security Checked	6/18/2025 9:15:12 AM
Envelope Updated	Security Checked	6/18/2025 9:15:12 AM
Envelope Updated	Security Checked	6/18/2025 9:15:12 AM
Envelope Updated	Security Checked	6/18/2025 9:15:12 AM
Envelope Updated	Security Checked	6/18/2025 9:15:12 AM
Envelope Updated	Security Checked	6/23/2025 12:15:12 PM
Envelope Updated	Security Checked	6/23/2025 12:15:12 PM
Envelope Updated	Security Checked	6/23/2025 12:15:12 PM
Envelope Updated	Security Checked	6/23/2025 12:15:12 PM
Envelope Updated	Security Checked	6/23/2025 12:15:12 PM
Envelope Updated	Security Checked	6/23/2025 12:15:12 PM
Certified Delivered	Security Checked	6/26/2025 11:59:51 AM
Signing Complete	Security Checked	6/26/2025 12:00:04 PM
Completed	Security Checked	6/26/2025 12:00:04 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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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 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: FB1D20EE-6B3B-42F7-8249-7D456F96B416

AGREEMENT FOR DELIVERY, INSTALLATION, AND TESTING OF AUTOTRANSFORMERS

THIS AGREEMENT FOR DELIVERY, INSTALLATION, AND TESTING OF AUTOTRANSFORMERS ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PTI TRANSFORMERS LP,** a foreign for-profit limited partnership duly organized in Manitoba, Canada and authorized to do business in the state of Florida (BN: 734422314) ("Contractor").

R E C I T A L S :

WHEREAS, on April 13, 2023, City issued an Invitation to Bid ("ITB") for the delivery, installation, and testing of two (2) autotransformers for the City, ITB No.: ELE/230196 (the "Solicitation"); and

WHEREAS, two (2) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, PTI Transformers, LP was chosen as the intended awardee on the delivery, installation, and testing of two (2) autotransformers for the City (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.

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 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-3)
Exhibit B:	General Requirements (B-1 through B-23)
Exhibit C:	Technical Specifications (C-1 through C-30)
Exhibit D:	Proposed Ratings and Guaranteed Losses (D-1 through D-4)
Exhibit E:	Proposed Delivery Date and Subcontractors (E-1 through E-2)
Exhibit F:	Autotransformer Loss Evaluation (F-1)
Exhibit G:	PTI Proposal (G-1 through G-109)
Exhibit H:	Letter of Confirmation (H-1)
Exhibit I:	Price Proposal (I-1 through I-8)

   If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C, then (4) Exhibit D, then (5) Exhibit E, then (6) Exhibit F, then (7) Exhibit G, then (8) Exhibit H, then (9) Exhibit I.

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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. 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 under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor **EIGHT MILLION, SEVENTY THOUSAND, THREE HUNDRED FORTY AND NO/100 DOLLARS ($8,070,340)** (the "Contract Sum") over the entire contract term, subject to the Price Adjustment Policy set forth in Exhibit G, as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents, as follows:
   A. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. City will provide Contractor with an invoice cover sheet. Invoice cover sheets are required to be accurately completed and submitted with each invoice. Contractor shall submit the original invoice, no more than once monthly, through the responsible City Project Manager at: **Ocala Electric Utility**, Attn: **Lisa Crouthamel**, Address: **1805 NE 30th Avenue, Bldg. 400, Ocala, Florida 34470**, E-Mail: lcrouthamel@ocalafl.gov.
   B. **Payment of Invoices by City**. The City Project Manager shall 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 net 30 days in accordance with the following project milestones:
      (1) 25% net 30 days from submission of first set of Drawings for approval.
      (2) 35% net 30 days from receipt of Core Steel and Winding Conductor at Contractor's works.
      (3) 30% net 30 days from time of successful completion of testing at Contractor's works.
      (4) 10% balance payment net 30 days from final acceptance, not to exceed 30 days after delivery.
   C. **Retainage.** City shall withhold an amount equal to **TEN PERCENT (10%)** of amount due as retainage to secure Contractor's full and faithful performance of its obligations under this Agreement (the "Retainage"). Contractor shall not be entitled to any interest received by City on Retainage. The Retainage shall be payable to Contractor, subject to the provisions of this subsection, upon satisfaction of the following conditions precedent: (1) confirmation from the City Project Manager that Contractor has satisfactorily completed all work in accordance with the provisions of the Agreement; and (2) receipt of the Consent of Surety of the recorded bond for final payment.
   D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
   E. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be

refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

F. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **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. **Transformer #1.** Contractor shall deliver and install **ONE (1)** 105/140/175 MVA Autotransformer at the **Dearmin Substation** site, located at 2779 SE 36th Avenue, Ocala, Florida 34471 no later than **JUNE 30, 2026**. Contractor is required to provide **THIRTY (30)** days' notice prior to delivery.

B. **Transformer #2.** Contractor shall deliver and install **ONE (1)** 105/140/175 MVA Autotransformer at the **Dearmin Substation** site, located at 2779 SE 36th Avenue, Ocala, Florida 34471 no later than **FOUR (4) WEEKS AFTER THE DELIVERY AND INSTALLATION OF TRANSFORMER #1**. Contractor is required to provide **THIRTY (30)** days' notice prior to delivery.

C. **Spare Parts.** Contractor shall deliver **ONE (1)** lot of Spare Parts for 105/140/175 MVA Autotransformers to the **City of Ocala Electric Utility Warehouse**, located at 1805 NE 30th Avenue, Building #700 Ocala, Florida 34470 no later than **JUNE 30, 2026.** Contractor is required to provide **THIRTY (30)** days' notice prior to delivery.

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. 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. **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 THOUSAND, SEVEN HUNDRED FORTY-TWO AND NO/100 DOLLARS ($1,742)** 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 THOUSAND, SEVEN HUNDRED FORTY-TWO AND NO/100 DOLLARS ($1,742)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment. In no event shall liquidated damages exceed **FIVE PERCENT (5%)** of the purchase price of the unit for which delivery has been delayed.

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. **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. **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 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 Contractor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
   B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or 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 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

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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) placing a claim against the public construction bond; or (iii) any other remedy as provided by law.

D. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The 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 cancellation charges as a percentage of total price to be paid to Contractor, relative to project milestones, as follows:
   (1) Ordered.....5%
   (2) Engineering Designs Complete.....20%
   (3) Materials Ordered.....40%
   (4) Tank Fabrication Started.....50%
   (5) Winding Complete.....75%
   (6) Vapour Phase Completed or Later.....100%

10. **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 and material provided for each product shall be free from any defects for a period of not less than **SIXTY-SIX (66) MONTHS** from the date of delivery to its original destination or **SIXTY-SIX (66) MONTHS** from the date of first use of equipment by the Original Purchaser or End User, whichever is shorter. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.

    A. **Extended Warranty Option.** When purchased, warranty may be extended by the period specified covering core and coils only against failure occurring with respect to normal operation and within the parameters for which the transformer was designed.

    B. **In/Out Coverage.** Transportation costs to and from the repair facility shall be born by Contractor exclusively over the first year of the warranty period, subject to the limit of TWENTY-FIVE PERCENT (25%) of the original purchase price of the equipment. Contractor

shall be responsible for the direct cost of removing the apparatus from service, transportation to and from the place of repair and reinstallation of the apparatus at site (In/Out). Direct Cost excludes expenses related to the removal of fire walls, installing temporary equipment and incremental costs of supply service. At the end of the first year of the warranty period, the cost of removal and reinstallation of defective equipment shall be born by City.

11. **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.
12. **PERFORMANCE AND PAYMENT BOND.** Contractor shall furnish a certified and recorded Performance and Payment Bond in the amount of **EIGHT MILLION, SEVENTY THOUSAND, THREE HUNDRED FORTY AND NO/100 DOLLARS ($8,070,340)** as security for the faithful performance of the work as required and set forth in Exhibit A – Scope of Work within the time set forth for performance under this Agreement and for prompt payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided for herein.
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

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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. **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 the contract and the intent thereof.
    D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, 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 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.
17. **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.
18. **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

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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.

19. **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.
20. **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.
21. **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.
22. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:

A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
C. Policy must include coverage for contractual liability and independent contractors.
D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

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23. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver**.

24. **INSTALLATION FLOATER INSURANCE.** Installation Floater insurance shall be provided by the Contractor to cover damages or destruction to equipment being installed or otherwise being handled or stored by the Contractor. The amount of coverage shall be adequate to provide total replacement value of the equipment, otherwise being handled or stored on or off premises or in transit. All risk coverage shall be provided either in a single policy or in a combination of underlying and umbrella on excess policies.

    A. Unless waived in writing by the City, Contractor shall maintain the Installation Floater insurance in force and effect until final payment is made by City. The Installation Floater insurance shall not be cancelled or materially altered without at least **THIRTY (30)** days written notice to City and each other additional named insured.

25. **MISCELLANEOUS INSURANCE PROVISIONS.**

    A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

    B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

    C. Certificates of Insurance. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala.**

Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org. Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. Failure to Maintain Coverage. In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.

E. City as an Additional Insured. **Contractor and all Subcontractors must have the City of Ocala named as an Additional Insured and Certificate Holder on all liability policies identified in this Section** except for Workers' Compensation and Professional Liability policies.

F. Notice of Cancellation of Insurance. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.

G. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

H. Severability of Interests. Contractor shall arrange for its liability insurance to include, or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

26. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;

B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

27. **COMPLIANCE WITH F.S. 287.135.** City may terminate Agreement immediately upon discovering that Contractor: (A) has been placed on the Scrutinized Companies that Boycott Israel List; (B) is engaged in a boycott of Israel; (C) has been placed on the Scrutinized Companies with Activities in Sudan List; (D) has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (E) has been engaged in business operations in Cuba or Syria. This Agreement may also be terminated immediately if the Contractor falsely certified they are eligible to bid and contract with local government entities under F.S. 287.135.
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 performed under this Agreement.
    A. In addition to the requirements set forth in 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 its 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, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by this Agreement.
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

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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 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.

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C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the 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.org; 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://everify.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

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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 shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees unless expressly set forth herein.
    A. City agrees that Contractor shall not be liable for loss of expectation of profit or any indirect special or consequential damages as a result of any failure to execute any of its obligations relating to the same of the equipment.
    B. Contractor's liability on any other claim for loss arising out of the sale or repair of the equipment, or any failure of the equipment or any element thereof, shall not exceed the net unit price exclusive of any taxes, duties or transportation cost of the equipment, or that part of the equipment involved in such claim for loss, whichever is the lesser.
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:

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If to Contractor:	PTI Transformers LP Attention: Brett Todd 101 Rockman Street Winnipeg, MB, CA R3T 0L7 Phone: 204-474-5713 Cell: 204-806-1918 E-mail: btodd@ptitransformers.com
Copy to:	Attention: Bob Gray Cell: 603-770-2048 E-mail: bgray@ptitransformers.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.org
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.org

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

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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 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

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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 9/6/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
James P. Hilty, Sr.
6FD4FC329B6F4DF...

James P. Hilty, Sr.
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...

William E. Sexton, Esq.
City Attorney

PTI TRANSFORMERS, LP

DocuSigned by:
Brett Todd
AADD9E075F774EC...

By: Brett Todd
(Printed Name)

Title: General Manager
(Title of Authorized Signatory)

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BACKGROUND

Contractor shall provide **TWO (2)** 105/140/175 MVA autotransformers, to include both the delivery of the autotransformers to the City's designated site and placement of the autotransformers on existing concrete foundation pads (21'X11') without any modifications required. Contractor shall also furnish **ONE (1)** lot of spare parts per the specifications and Scope of Work.

City of Ocala reserves the right to approve manufacturers. **Transformers must be manufactured in a North American Free Trade Agreement (NAFTA) country.**

Contractor must comply with North American Electric Reliability Corporation (NERC) Supply Chain Standards. The Supply Chain Standards focus on the following four security objectives:

- software integrity and authenticity;
- vendor remote access protections;
- information system planning; and
- vendor risk management and procurement controls.

Services provided by Contractor shall be coordinated with the City Project Manager, Lisa Crouthamel, at Ocala Electric Utility Department, 1805 NE 30th Ave, Bldg. 400, Ocala, Florida 34470, Telephone 352-317-3151 and E-Mail: lcrouthamel@ocalafl.org.

QUALIFICATIONS AND REQUIREMENTS

Contractor must be a licensed Electrical Contractor with a minimum of **FIVE (5)** years of experience providing similar services based on equipment of the same design and rating, having been fabricated and manufactured in the same factory, using material and components of the same type.

Contractor must have documented experience with the equipment based on commercial installation for a municipal, industrial environment or investor-owned utility in the United States of America, under operating conditions comparable to those experienced in Central Florida.

Special Notice: *Contractor acknowledges and agrees that it has made itself fully aware of and agrees to comply with all local, state, and Federal laws, regulations, ordinances, and permitting requirements related to the provision of the required goods and services and that said laws, regulations, ordinances, and permitting requirements are incorporated herein by reference.*

SUBCONTRACTORS

Contractor acknowledges and accepts responsibility for the performance of any subcontractors. Contractor acknowledges and agrees that it has fully investigated its subcontractors and has evidence on file that each subcontractor: (a) has engaged successfully in their respective line of work for a reasonable period; (b) maintains a fully equipped organization that is capable, technically, and financially, of performing the work required; and (c) has satisfactorily made similar installations. Contractor shall complete **Exhibit E – Proposed Delivery Date & Subcontractors**. The City reserves the right to reject Contractor's use of any subcontractor based on previous experience with said subcontractor.

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DELIVERY/REQUIRED SHIPPING DATE

TRANSFORMER #1: One (1) 105/140/175 MVA Autotransformer shall be delivered and installed at the Dearmin Substation site, located at 2779 SE 36th Avenue, Ocala, FL 34471. FOB DESTINATION, PREPAID & ALLOWED. **Delivery to the destination shall be no later**. than **78 WEEKS.** ***(If transformer delivery date exceeds 78 weeks, OEU will review the extended date for acceptability.)*** **OEU can only receive delivery of transformers during the Spring and Fall months.**

TRANSFORMER #2: One (1) 105/140/175 MVA Autotransformer shall be delivered and installed at the Dearmin Substation site, located at 2779 SE 36th Avenue, Ocala, FL 34471. **Delivery to the destination shall be four (4) weeks after the delivery and installation of Transformer #1**. FOB DESTINATION, PREPAID & ALLOWED.

SPARE PARTS: One (1) lot of Spare Parts for 105/140/175 MVA autotransformer shall be delivered to the City of Ocala, Electric Utility Warehouse, 1805 NE 30th Avenue, Building #700, Ocala, FL 34470. **Delivery to the destination shall be no later than the manufacturer's standard lead time.** FOB DESTINATION, PREPAID & ALLOWED.

1. Contractor shall provide thirty (30) days' notice prior to delivery, and it is the Contractor's responsibility to unload all equipment at the destination sites listed above.
2. Contractor is encouraged to visit the sites of the proposed work and to become thoroughly acquainted with the conditions relating to the delivery, construction, and labor requirements, to fully understand the field conditions which may affect the execution of the required work.
3. The materials and equipment to be furnished hereunder shall be delivered and ALL transportation charges paid by the supplier to the destination.

CLEAN UP

Contractor shall be responsible for the disposal of shipping and packing materials and for performing perform other clean-up associated with the delivery and installation activities.

MEASUREMENT AND PAYMENT

The intent of this section is to define the basis of payment for bid items listed in the Contractor's proposal. Separate payment will be made only for specific items listed in this section.

1. Autotransformers 105/140/175 MVA.

A. Measurement shall consist of furnishing and delivering two (2) new autotransformers to their respective foundations at the Dearmin Substation Site, per the scope of work and specifications, including all submittals except for field test results, excluding spare parts, installation, and testing.

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B. Payment for completion of all work required of the Contractor shall be as stated in the Scope of Work and per all specifications, at the price shown in the Contractor's proposal. Final payment after the equipment is placed in service will constitute full compensation for all work required and/or specified.

2. Autotransformers 105/140/175 MVA - Installation and Testing.

A. Measurement shall consist of the complete assembly of the autotransformer, services of a service engineer, field testing and submittal of field test results, per the requirements of **Exhibit A – Scope of Work**, and **Exhibit C – Technical Specifications**

B. Payment for completion of all work required of the Contractor shall be as outlined below at the price shown in the Contractor's proposal. Payment in this amount will constitute full compensation for all work required and specified.

3. Autotransformers 105/140/175 MVA - Spare Parts.

A. Measurement shall consist of furnishing spare parts for the autotransformer per the requirements of **Exhibit C – Technical Specifications**

B. Payment for spare parts furnished by the Contractor shall be at the price shown in the Contractor's proposal and will constitute full compensation for the materials and all related work

C. Payment for completion of all work required of the Contractor shall be as outlined below at the price shown in the Contractor's proposal. Payment in this amount constitute full compensation for all work required and/or specified.

PAYMENT

1. City Project Manager shall 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 net 30 days in accordance with the following project milestones:

A. 25% net 30 days from submission of first set of Drawings for approval.

B. 35% net 30 days from receipt of Core Steel and Winding Conductor at Contractor's works.

C. 30% net 30 days from time of successful completion of testing at Contractor's works.

D. 10% balance payment net 30 days from final acceptance, not to exceed 30 days after.

2. Payment by the City shall not relieve the Contractor of the obligation to comply with the requirements of the Contract. The Purchase Order amount for installation and testing will be paid **THIRTY (30)** days after completion of testing, submittal, and approval of field test reports, and upon presentation of an invoice in duplicate.

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GENERAL REQUIREMENTS
AUTOTRANSFORMERS 105/140/175 MVA
DEARMIN SUBSTATION

PART 1 – GENERAL REQUIREMENTS

1.01 WORK INCLUDES:

A. The work consists of furnishing two (2) 105/140/175 MVA Autotransformers, manufactured in the United States of America, as herein specified, delivering transformers to the designated site, and installing the transformers on existing concrete foundation pad (21′ by 11′) without any modifications required, testing of said autotransformers as herein specified, and providing one lot of spare parts as herein specified.

B. This section outlines equipment standards, and requirements for the transformer tank, weatherproofing and painting, oil preservation equipment, insulating oil, progress photographs, submittal requirements, and shipping, delivery, installation, and field testing.

1.02 REFERENCES

The transformers, accessories and equipment shall be of a design accepted as standard except as otherwise specifically stated herein. The work shall, as a minimum, conform to applicable provisions of the latest edition or revision of the following standards, except as modified herein.

A. Institute of Electrical and Electronics Engineers (IEEE):

C57.12.00 General Requirements for liquid-immersed distribution, power an regulating transformers.
C57.12.10 Requirements for liquid-immersed power transformers.
C57.12.90 Test code for liquid-immersed distribution, power and regulating transformers.
C57.13 Requirements for instrument transformers.
C57.19.00 General Requirements and test procedure for outdoor power apparatus bushings.

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C57.19.01 Performance characteristics and dimensions for outdoor apparatus bushings.

C57.91 Guide for loading mineral-oil-immersed transformers and step-voltage regulators.

C57.98 Guide for transformer impulse tests.

C57.109 Guide for liquid-immersed transformer through-fault-current duration

C57.113 Recommended Practice for Partial Discharge Measurement in Liquid-Filled-Power Transformers and Shunt Reactors.

C57.131 Requirements for Tap Changers.

B. American Society for Testing and Materials (ASTM):

A 343 Test method for alternating-current magnetic properties of materials at power
frequencies using wattmeter-ammeter-voltmeter method and 25-cm Epstein Test Frame.

A 712 Test method for electrical resistivity of soft magnetic alloys.

D 88 Test method for saybolt viscosity.

D 92 Test method for flash and fire points by cleveland open cup tester.

D 97 Test methods for pour point of petroleum products.

D 664 Test method for acid number of petroleum products by potentiometric titration.

D 971 Test method for interfacial tension of oil against water by the ring method.

D 974 Test method for acid and base number by color-indicator titration.

D 1533 Test method for water in insulating liquids by coulometric karl fischer titration.

D 1816 Test method for dielectric breakdown voltage of insulating liquids using VDE electrodes.

D 1933 Nitrogen gas as an electrical insulating material.

D 2029 Test methods for water vapor content of electrical insulating gases by measurement of
dew point.

D 4059 Test method for analysis of polychlorinated biphenyls in insulating liquids by GA chromatography.

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C. National Electrical Manufacturers Association (NEMA)

TR1 Transformers, step voltage regulators and reactors

1.03 DESIGN AND PERFORMANCE REQUIREMENTS

A. The workmanship, design and materials shall be of the highest quality and be the most suitable for the application. The material shall be new, of proven manufacture, and free of defects. The design shall provide maximum mechanical and dielectric strength of the insulation, uniform flux density on distribution, minimum dielectric losses, minimum interference with oil circulation, and the elimination of potential discharge (corona) at test and operating voltages.

B. All standard fittings and accessories shall be included and located in accordance with latest ANSI Standards.

C. The transformers shall be constructed in accordance with IEEE C57.12.10 and shall include all items necessary for complete assembly. The material and workmanship shall be of high quality and the unit shall be modern in appearance and design.

D. The transformers shall be designed and constructed to be completely self-protected by its ability to withstand, without mechanical damage, the effects of external short circuits, as specified in IEEE C57.12.00, Section 7, IEEE C57.12.90, Section 12 and IEEE C57.109.

1.04 SUBMITTALS

The Equipment Contractor shall provide a complete schedule of data submittals within ten days of the receipt of Purchase Order.

A. Submit Transformer Outline Drawing (including bushing, stud size and details of terminals), Transformer Base Details, Nameplate Drawings, and Auxiliary Schematic Diagrams, Physical Drawings for remote mounted equipment and performance data for review within one-fifth (20%) of the quoted delivery time. Submittal shall include the following data:

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1. Weight of core and coils.
2. Weight of tank and fittings.
3. Weight and quantity of oil.
4. Total weight.
5. Shipping weight.
6. Height overall.
7. Height over case.
8. Floor space (footprint).
9. Center of gravity.
10. Details of bushings terminals.
11. Location and detailed list of all accessories.
12. Number, size and type of fan and/or pump motors.

B. Bushing Drawings, Lightning Arrester Drawings, Radiator Details, Wiring Diagrams, and Current Transformer Curves shall be submitted for review within one-half (50%) of the quoted delivery time.

C. Submit detailed specifications on painting and protective finishes.

D. Submit proof of short circuit design considerations by short circuit calculations. The calculations shall include electrical and mechanical forces.

1. Short circuit force values shall include, but not be limited to, short circuit amperes, repulsion force in pounds and vertical force in pounds.

2. Indicate mechanical safety factors used in design of hoop strength of the outer winding, buckling strength of the inner winding, core clamp strength, vertical bar strength, clamping ring strength and jackscrew strength.

E. Instruction Manuals shall be submitted for review four weeks before shipment. Instruction Manuals shall contain information on receiving, storing and assembly of the transformer; they shall provide complete description, including manufacturer's catalog or part numbers for all components, including, without limitation, relays, switches, bushings, arresters, gauges, LTC, radiators, valves and all other parts which might require maintenance or replacement during normal operation. Copies of final approved as built drawings shall also be included.

F. Submit proposed method of delivery for the Autotransformer. Submit impact recorder information with the shipping instructions, including manufacturer, type, quantity, and

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model number of the impact recorders to be used. The Equipment Contractor shall also state the maximum force limits the recorders can register for vertical, longitudinal and horizontal axis' before the manufacturer considers the transformers may have been damaged during shipment. The Equipment Contractor shall furnish the necessary information for releasing and returning the impact recorders at no additional cost to the Owner. The Equipment contractor shall provide copies of the impact recorder travel logs to the Owner for record purposes.

G. Factory Tests: Certified test reports for tests performed by the manufacturer shall be submitted for review prior to shipment. Factory tests will be performed in a facility within the United States and witnessed by Ocala Electric Utility personnel.

H. Installation Tests
   1. A complete outline of the transformer installation testing procedures to be conducted by the Equipment Contractor shall be submitted to the Owner for review, and comments shall be incorporated before installation testing commences at the site.
   2. Submit final field test results, including the technician's field copied test sheets, before the equipment is delivered as ready to be put into service.

I. Final record drawings shall be furnished via email in a format compatible with Autodesk AutoCAD Release 2018 (two copies). Drawings to be emailed to Lisa Crouthamel (lcrouthamel@ocalafl.org), Matthew O'Cull (mocull@ocalafl.org), Chris Coffee (ccoffee@ocalafl.org) and Robert Whitehead (rwhitehead@ocalafl.org)

1.05 PHOTOGRAPHS

A. The Equipment Contractor shall furnish photographs of the core and coil assembly of the transformer. The photographs shall be taken just prior to placing the completed core and coil assembly into the tank.

B. The photographs are to be emailed to Lisa Crouthamel, Matthew O'Cull, Chris Coffee, and Robert Whitehead. A total of five different views are required as follows (Segments as defined in IEEE C57.12.10):

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1. Top view.
2. Front view.
3. Left side view, Segment 2.
4. Rear view, Segment 3.
5. Right side view, Segment 4.

1.06 DELIVERY, STORAGE AND HANDLING

Deliver the transformer with all manufacturers' tags and labels intact. Deliver packaged material and equipment in manufacturer's original unopened containers bearing manufacturer's name. Handle and store the transformer and packaged materials in such a manner so as to avoid damage to the units.

1.07 WARRANTY

A. The transformer manufacturer's warranty period shall extend five (5) years from date of on-site acceptance tests and incorporation of any comments made during the review of the test and include coverage of the transportation in and out charges for the duration of the warranty.

B. The transformer manufacturer's extended warranty shall include all parts of the transformer regardless of manufacturer.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

A. All material and equipment shall be new, approved and labeled, where required, by UL. Only products by manufacturers regularly engaged in production of specified units will be acceptable.

B. Where two or more units of the same class of equipment or materials are required, provide all units from a single manufacturer.

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C. Provide materials and equipment of suitable material to perform satisfactorily when exposed to conditions of project site.

1. Provide breather and drain fittings in all raceways and enclosures where necessary to prevent condensation or trapping of moisture.
2. Provide humidistat-controlled heaters in all control panels to prevent condensation.

2.02 TANK AND BASE

A. The transformer tank shall be rectangular or equivalent oval and shall be of welded steel plate construction. Welding shall comply with applicable requirements of the latest codes of the American Welding Society. All tanks shall be suitable for vacuum filling in the field. Tanks, covers and appurtenances (i.e., valves, etc.) shall be designed to withstand full vacuum with 800 pounds on the cover, and shall include the required number of manholes in the cover necessary for inspection and installation (two minimum) with handholes as necessary. Minimum inside diameter of manholes shall be 20 inches.

B. The tank cover shall be provided with lifting eyes for lifting cover or hood assembly only. The main tank shall be provided with lugs for lifting the entire unit with oil. Two copper-faced ground pads shall be welded at diagonal corners of the bottom of the main tank for grounding purposes. Ground pads shall be drilled and tapped on 1.75-inch centers for 0.5-13 bolts. A stainless-steel name and diagram plate describing the unit, its taps, and ratings, with schematic diagrams, shall be furnished and attached to the tank at not more than five feet above top of concrete pad. Screws, if used to attach name and diagram plate, shall be stainless steel.

C. The base shall be furnished with pulling eyes and skid noses suitable for skidding on rails on rollers in directions parallel and perpendicular to a line through the high voltage bushings. Provision for jacking shall be furnished per ANSI Standards. The transformer shall be provided with channel base rather than flat base, (the channel base shall not have a continuous plate on the bottom side) and shall allow free circulation of air to bottom of tank. The base shall be designed for direct placement on the Owners foundation without the use of additional rails or supports.

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D. The tank shall be furnished with a combination oil drain, sampling, and lower filter press valve and upper filter press valve. A vacuum filling connection shall be furnished on the cover. Gas purging connections shall be furnished on the side wall to allow purging from ground level.

E. The transformer shall be furnished with two 1-inch valves located approximately 6 inches down from the cover. One valve is to be located at the end away from the vacuum connection on the low voltage side and one valve is to be located above the main drain valve. Three horizontal +++ marks shall be stamped on the tank directly above the main drain valve at the oil level required to cover the core, coils, and all critical high voltage insulation.

F. The transformer shall be furnished with detachable radiators with provisions to drain each individual radiator unit and with shut-off valves located between each radiator and main tank or header at both top and bottom connections. Valves shall be repairable without requiring a person to enter the transformer tank. Radiator flanges shall be supplied and arranged such that radiators may be mounted or removed for repair with 3500-pound handling facilities.

G. All valves shall be designed and manufactured to operate at full vacuum.

H. Hinged doors shall be provided in all outer tank walls for easy access to, and exposing, complete load tap changer compartment, inspection doors, drain and shut off valves, filling and vacuum plugs, vent and exhaust devices. Any hinged door exceeding 5 feet in height shall be split into two doors of equal vertical height.

I. The transformer shall be equipped with one automatic reset pressure relief device per each 10,000 gallons of oil or fraction thereof in the main transformer tank. The device(s) shall be located on the tank cover, complete with visual indicator and alarm contacts, shall be of self-resealing type and shall minimize discharge of oil and exclude the weather after operation. The device shall be located as close to the HV and LV bushings as practical for maximum protection of tank in the event of bushing failure.

J. Tank footprint will not exceed 21′x11′

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K. The transformer shall be equipped with 8510816 DBI Sala Advanced Portable Fall Arrest Post bases for attaching our fall arrest device when performing maintenance.

2.03 PAINT AND WEATHERPROOFING

A. Exterior of transformer tank and base (and the outside shell of a double wall where required to maintain low noise level) shall be given two primer coats of one mil each and three finish coats of one mil each to a minimum thickness of 3 mils.

B. The interior surfaces of the transformer tank, control compartment and tap changer compartment shall be primed and painted.

C. Paint shall be the manufacturer's best quality specifically selected for the application and shall not be affected by insulating oil. Exterior finish shall be ANSI 70 Gray. Interior finish shall be white.

D. Prior to painting, all surfaces shall be properly cleaned by sand blasting, shot blasting or be solvent-, steam-, or pressure-washed to remove all dirt, grease, rust or mill scale. After cleaning, all surfaces shall be degreased using an appropriate commercially available degreasing solution and rinsed with clean water, dried, primed and painted as outlined above. All galvanized surfaces shall be properly primed before painting.

E. The transformer will be installed outdoors in a locality subject to high ambient temperatures, tropical hurricane winds and torrential rains. The Equipment Contractor shall be responsible for adequate weatherproof design to protect against these conditions.

F. External Fasteners (bolts, nuts, washers, lock washers, machine screws) for bolt thread diameters less than 1/2 inch shall be stainless steel or bronze. External fasteners for bolt thread diameters 1/2 inch or larger shall be hot dipped galvanized, stainless steel, or bronze.

G. The transformer tank base and internal surfaces "boxed-in" by the support channels shall be undercoated with bitumastic at the factory.

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2.04 OIL PRESERVATION EQUIPMENT

The transformer shall be provided with a type of automatic positive pressure nitrogen blanket gas seal system to protect the insulating oil against oxidization. The equipment provided shall be a complete unit with compressed gas cylinder, pressure regulator, necessary gauges, alarm contacts, valves, and piping; all contained in a weatherproof cabinet on the side of the transformer tank. All gasket joints shall be located below the minimum oil level so transformer leaks will be detected.

2.05 INSULATING OIL

A. Insulating oil shall be new fractionally distilled pure oxidation-inhibited mineral oil especially refined for transformers, free from moisture, acid, alkali, and injurious Sulphur compounds and shall not form a deposit under maximum anticipated operating temperatures.

C. Physical properties of insulating oil shall be as follows:

1. Dielectric Breakdown Voltage - 35,000 volts min. (curved electrodes), ASTM D 1816.
2. Viscosity - Not over 62 Saybolt at 37.8°C, ASTM D 88.
3. Pour Point - Not higher than minimum -40°C, ASTM D97.
4. Flash Point - Not under 146°C, ASTM D92.
5. Fire Point - Not Under 160°C, ASTM D 92.
6. Neutralization Number - 0.03 maximum, ASTM D 664 and D 974.
7. Interfacial Tension - 40 dynes per square centimeter minimum, ASTM D 971.
8. Water Content at 25°C -25 ppm maximum, ASTM D 1533 (Karl Fisher Method).
9. Corrosive Sulphur - None.
10. Inorganic Chlorides and Sulphates - None.

PART 3 EXECUTION

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3.01 SHIPMENT

A. Assembly: The transformer core and coil shall be shipped completely assembled in the tank, in oil, or in a dry inert gas atmosphere having a maximum dew point of -50°F. The dew point of the gas in the tank shall be determined just prior to shipment. If shipped in dry inert gas atmosphere, the assembly shall be pressurized to 5 psig sufficiently in advance of shipment to permit verification that a seal is obtained. The transformer shall be shipped upright and as complete as possible consistent with shipment limitations and protection of the equipment. At the option of the Equipment Contractor, the oil, bushings, frames, minor accessories, and radiators may be shipped separately.

B. Packing: The method of packing shall be such as to adequately protect the case, radiators, core and coils, bushings and all other auxiliary devices or accessories against corrosion, dampness, breakage or vibration injury that might reasonably be encountered in transportation and handling. Packing crate shall be such that prolonged outdoor storage will not result in deterioration of crates or damage to contents. A complete set of spare gaskets shall be shipped with the transformer.

C. Weatherproof: All auxiliary equipment shall be shipped in weatherproof packages. Packing material shall be such that it will provide weatherproof protection for a period of one year in outdoor storage areas. Accessories shall not be shipped separately without the prior knowledge and consent of the Owner.

D. Moisture Control: All conduits and auxiliary equipment mounting positions shall be sealed and/or covered to prevent water damage during storage.

E. Positive Pressure: All valves, shipping covers, etc. shall be sealed and effectively crated to prevent tampering or removal while in transit, and a means shall be provided for allowing gas pressure to be measured without requiring release of the gas.

F. Recorder Installation: The Equipment Contractor shall furnish a minimum of two, three-way (horizontal, longitudinal, and vertical) measurement impact recorders for the transformer shipped. Recorders shall be attached to the transformer and to the carrier on which the transformer is shipped. At least one recorder must operate satisfactorily throughout the time the transformer is in transit.

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G. Complete Shipment: Shipment of the transformer shall be made so that the transformer, complete with all accessories, can be made to an individual destination simultaneously. Fans shall be packed so they can be removed readily from the transporting unit for storage.

H. FOB Site: Shipment shall be made FOB Foundation Pad at site. Freight and handling shall be prepaid for delivery to designated site.

3.02 INSPECTION

A. The transformer shall be inspected upon receipt. In the event residual pressure (allowing for differences in temperature) is not sufficient to ensure that positive pressure was maintained throughout the temperatures encountered during shipment, the transformer shall be considered as possibly contaminated by moisture, and special precautions acceptable to the Owner shall be taken by the Equipment Contractor prior to placing the transformer in service.

B. Upon arrival and before unloading the transformer, the impact recorder tape will be removed and inspected by the Owner, the Equipment Contractor and the Carrier's Agent. It shall be the Equipment Contractor's responsibility to see that the transformer is supplied with a recorder that is still operating when the transformer is received. If in the opinion of the Owner, the Equipment Contractor or the Carrier's Agent the impact recorder tape or other considerations indicates rough handling during shipment, the Equipment Contractor shall take immediate action to determine if any damage has occurred and shall report in writing to the Owner defining the conditions that exist and recommending corrective action. It will be the Owners discretion of whether to proceed with repairs or reject unit based on the severity of damage. The recorder tape will be retained by the Owner for study and will be returned to the Equipment Contractor when studies are completed

3.03 DELIVERY AND INSTALLATION

The transformer furnished hereunder shall be delivered to the Owner complete and ready to be placed in service, including satisfactorily completing all required field acceptance

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tests. The Equipment Contractor shall make all necessary provisions required for the transportation, receipt, handling and unloading of the transformer and provide delivery and placement as described herein. This shall include but not be limited to: loading and unloading, rigging, transporting, handling, placing, assembling, filling with insulating oil, testing, checking of current transformers, relays and other accessories and/or auxiliaries and satisfactorily placing the transformer in service as work of this Contract. All work involved in assembling and testing the transformer shall be performed under the supervision of a fully qualified factory trained service engineer and the Equipment Contractor shall provide all necessary supervision, labor, equipment, materials, tools, and devices necessary for complete and satisfactory assembly and testing. The foundation will be provided by others. Connections to the high voltage, low voltage, neutral, and ground terminals, and connections of low voltage power, CT, and control circuits to incoming terminals will also be provided by others. The Equipment Contractor shall advise the Owner not less than ten days in advance of the date of arrival of the transformer.

3.04 FIELD INSTALLATION TESTS

All tests recommended, or required by the transformer manufacturer, shall be conducted; and, in addition thereto, a nitrogen dew point test, an oil analysis, Power Factor Tests, TTR tests, Insulation Resistance tests, current transformer tests, Winding Resistance test, Leakage Reactance and an operational test of the sudden pressure relay. The hot oil and hot spot dial indicators shall be calibrated with the thermocouple in hot oil and a current input, where applicable. The transformer shall soak for minimum of 48 hours to allow transformer temperature to equalize before field test can be performed.

A. Insulating oil for the transformer shall be treated, heated, filtered, and processed, with a vacuum in the tank, in strict accordance with the requirements of these specifications or in strict accordance with the published recommendations of the equipment manufacturer, whichever shall require the most complete treatment or processing**. See Exhibit A –General Requirements,** ***Appendix 1***. An oil analysis shall mean, as a minimum, the following tests: Dielectric test, acidity test, color test, power factor test and interfacial tension test. Where acidity, interfacial tension or other tests indicate the presence of acidic, colloidal, or other contaminants, a re-

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refining process, the Fuller's Earth pressure percolation method, shall be used to remove these contaminants.

1. The delivered transformer oil and oil used at the factory shall be non-PCB oil. The Manufacturer shall certify, by statement on the transformer test report, that all oil used in processing and testing the transformer contained less than 2 PPM polychlorinated biphenyls as determined by test method ASTM D4059 or equivalent.

2. Failure of any of the above tests shall be grounds for refusal of the oil shipment, and a new shipment required immediately.

B. A complete Doble or Biddle power factor test shall be performed on the transformer. Power factor tests shall be performed in accordance with the standards and procedures established by the test equipment manufacturer for the type of equipment and voltage class applicable and shall include windings, bushing tests and surge arresters. Three copies of a complete written report shall be submitted to the Owner for each piece of equipment, identifying test equipment, the test procedures followed, and the "as-found" and "as left" condition of equipment tested.

C. Ratio Tests shall be made (1) at all tap positions of the manual tap changer for de-energized operation with the automatic load-tap-changer on the rated voltage (Neutral Tap) position, and (2) at all automatic load-tap-changer positions with the manual tap changer for de-energized operation on the rated voltage (Neutral Tap) position.

D. The insulation resistance test, , shall be performed so as to produce results that can be directly compared to the technique used and the results obtained by the original equipment manufacturer for establishing the base resistance values. Resistance readings shall be recorded for all windings on the full winding tap position.

E. All current transformers shall be checked for ratio, saturation excitation, burden, and polarization. The correct location and polarity as per identification marking shall be verified.

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F. A Sweep Frequency Response Analysis (SFRA) test shall be performed on the transformer at the site, after it has been installed on the foundation. The SFRA test equipment used, and test procedures used for the field tests, shall be those recommended by Doble Engineering. Results of the SFRA field tests shall be compared with the Certified Factory tests made prior to shipping, to determine that no shipping damage was sustained and that the unit is ready for service. A composite test report, approved by the Manufacturer and reviewed by the Owner, shall be provided to the Owner for future reference.

3.05 FACTORY SERVICE ENGINEER

The services of a fully qualified factory trained service engineer shall be made available during assembly, filling with oil, and testing after assembly. The service engineer shall be made available for one eight-hour day to instruct Owner's personnel in the proper operation, adjustment, test, and maintenance of the transformer. Such instructions shall be in addition to work specified above.

A. The work of the service engineer to be performed under the scope of this contract shall be coordinate with the work to be performed by the Owner.

B. When the presence of a service engineer is required at the time equipment is placed in service, the service engineer shall perform all operations required to establish that the unit is ready to be placed in service, to advise the Owner when the unit is ready to be energized and upon approval by the Owner, to place the unit in service. As part of this operation, the service engineer shall afford opportunity to Owner's personnel to observe and learn the correct practices to be followed prior to energizing equipment.

C. A fully qualified service engineer must be available upon 24 hours' notice, and qualified shop facilities must be available within a radius of 400 miles of the Owner.

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APPENDIX 1 - OIL TREATMENT

A. GENERAL:

1. The purpose of this appendix is to set certain minimums for oil filling, which may be superseded by more stringent requirements of a particular equipment manufacturer. This appendix shall not be construed as establishing the details as to how the equipment is to be received, tested, erected, and made ready for installation and connection to the energized circuit; nor is it to establish the details as to how the oil that will be used in such equipment is to be received, treated, and placed in such equipment. The details are to be established by the recommendations of the manufacturer of the equipment to be installed or by a good standard practice. Acceptable procedures, depending upon which establishes the most stringent requirements for the procedures required to erect or install the equipment or to process and treat the oil to be placed therein, are as follows:

    a. Those set forth in this appendix.

    b. The published recommendations or requirements for procedures prepared by the equipment manufacturer.

    c. Special recommendations or requirements issued by the equipment manufacturer for this application.

2. All appropriate receiving inspections and tests shall be made of and on the equipment to be installed. All operations required for the proper erection and installation of such equipment, including necessary detailed testing, shall be scheduled as shall the operations that are inherent in the testing and placement of oil. All necessary grounds shall be positively established including, without limitation, those grounds required to control the development of static electricity and to disperse and eliminate any static electricity that develops.

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3. All appropriate receiving tests shall be performed on the insulating oil. Tests shall be individually made and shall be complete for each compartment of each carrier. Certified copies of tests made at the depot where oil is placed in transport shall be compared with requirements of equipment manufacturer. Shipping and receiving tests shall demonstrate that the oil proposed for delivery meets the equipment manufacturer's requirements. Necessary arrangements shall be made for the delivery, placement and setup of oil processing equipment, necessary safety precautions shall be taken and provisions for required testing shall be satisfactorily completed.

4. Oil-processing equipment shall be of adequate capacity for the size of equipment to be installed and for the services required. Adequate vacuum levels must be maintained. The necessary corrective action shall be taken to eliminate leaks which would be a contributing factor to the inability to maintain and hold vacuum.

5. Important considerations are the elimination of moisture and oxygen, both in free air space or entrapped or entrained in windings or oil. Acceptable level of oxygen is 0%. Acceptable levels of moisture shall be stated in the published recommendation of the equipment manufacturer and shall be established by proper dew point tests.

6. Vacuum levels and periods of time for holding such levels shall be not less than those stated herein and shall be increased as necessary to maintain the levels recommended by standard test procedures or the specific recommendations of the equipment manufacturer.

7. All vacuum gauges shall be properly operable and shall have current calibrations.

8. Check rotation of pump and motor to confirm that the wheel of the pump is turning in the direction established by markings on the housing.

9. Establish with certainty that the valves to radiators, coolers, or other compartments (except conservator tank) connected to the main tank are open before drawing a vacuum on the equipment tank. Further attention shall be

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given to ensure that all interconnecting valves are operable and are in the proper position as are any connections or openings between the bushings, structural chambers, the bushing mounting and the main equipment tank and to ensure that the connections and valves to the conservator tank are in the proper position.

10. Disable the transformer load tap changer to ensure that the equipment cannot be operated while the main tank is under a vacuum.

11. Take the necessary steps, including but not limited to, grounding of terminals to ensure that no voltage is applied to the equipment while under vacuum. This includes the elimination of any test or other procedure which could cause any voltage in the equipment.

12. Equipment must be under the observation and control of qualified personnel while vacuum tests are in progress. This includes the periods of waiting while the vacuum is being held for stated periods of time.

13. In the event vacuum or oil processing equipment should fail during the accomplishment of tests or processing, it shall be necessary to restart the tests or processing procedure. This requirement for restarting procedures will not be justification for extension of contract time or changes in contract price, therefore it may be appropriate to have backup equipment available.

14. All necessary installation operations that are required shall be performed in a timely manner so that once vacuum procedures are established and the equipment has been dried, the oil may be introduced with minimum requirements for opening or otherwise reducing the quality of treatment of the environment in which the insulating oil is placed or of the oil itself.

15. All necessary precautions must be taken as regards the equipment to be installed, the test equipment, the oil, the oil handling, and transfer equipment.

16. The Service Engineer, as required elsewhere in these specifications, shall be present at the time the equipment and oil are received, receiving tests are conducted and during all other procedures and tests for processing and placement of oil.

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B. VACUUM AND RELATED PROCEDURES:

1. Dew point tests (ASTM D 2029) shall be conducted as part of the receiving test. In the event these dew point tests indicate moisture content above that acceptable to the equipment manufacturer, the carrier and the equipment manufacturer shall be notified, and operations suspended until instructions (to be confirmed in writing, with copies to the Owner) are received from the equipment manufacturer.

2. A careful log shall be maintained of the time that the equipment is open. Operations shall be suspended, and equipment shall be closed if temperature, humidity, or other weather conditions are such that the operations requiring the equipment to be opened would jeopardize the condition of the equipment. The time that operations are suspended shall be counted as "open" time in determining how long equipment is to be held under a vacuum unless the equipment is sealed and secured under dry nitrogen (ASTM D 1933) at a minimum pressure of 3.0 psig.

3. If the dew point test conducted as part of the receiving test for the equipment demonstrates moisture content acceptable to the equipment manufacturer, and subject to acceptable temperature, humidity and other weather conditions, the necessary steps in the assembly and erection of the equipment shall be completed.

4. Information as to the local temperature, humidity and other weather conditions and the time required for the equipment to be opened for assembly and erection shall be coordinated with the Service Engineer. A record of such local weather conditions shall be maintained in the log.

5. The equipment to be installed shall be closed. Prior to closing, dew point tests shall be taken, following which the equipment shall be pressurized with dry nitrogen. The dew point of the dry nitrogen used to charge the equipment shall be taken and the equipment shall be allowed to sit a minimum of 24 hours, after

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which time a dew point test shall again be taken and, depending upon the moisture content evidenced by a dew point, the equipment processing shall proceed or shall be suspended, pending advice from the equipment manufacturer.

6. The degree of pressure to be applied shall be as established by the equipment manufacturer and shall be held for a period of 24 hours. Leaks, if any, shall be detected and corrected. The equipment shall be re-pressurized and held for a period of 24 hours and the process repeated until such time as satisfactory conditions are established. If satisfactory moisture conditions cannot be established after two pressure/vacuum/pressure cycles are completed, a complete dry-out procedure recommended by the manufacturer and approved by the Owner shall be satisfactorily accomplished.

7. The oil processing equipment shall be assembled. At an appropriate time, the vacuum equipment shall be connected from the vacuum pump to the equipment to be installed, making the connection at the approved vacuum connector location. Any vacuum/pressure detection or relief devices shall be left in an operating condition. Connection shall be made with a pipe of adequate size, but not less than 2-1/2 inches I.D. This pipe shall be used to connect the vacuum hose with the cutoff valve and a vacuum gauge. The vacuum millimeter sending unit shall be placed on the equipment to be installed in the most logical location.

8. Proper connection and testing of pumps shall be accomplished. The vacuum pump shall be run with the vacuum booster cut off at a 30-inch vacuum to establish that the pump is operating satisfactorily. The vacuum booster valve shall be open to dry the vacuum hose (by establishing a minimum reading of 0.2 millimeters under blanked-off conditions measured on the vacuum gauge connected to the vacuum pump).

9. Before opening the valve to extend the vacuum to the equipment to be installed, the initial moisture level shall be established by the dew point test.

10. After the dew point reading of the equipment to be installed is established, the valve at the top of the equipment shall be opened to extend the vacuum into

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the equipment and the exact time for opening the valve and initiating the vacuum shall be noted and recorded.

11. The vacuum shall be pulled to a level of 1.0 millimeter, or less.

12. The specified vacuum shall be maintained for a minimum of 24 hours, or 12 hours plus 2 hours for each hour that the equipment has been "open" or exposed to the atmosphere during installation and erection, whichever time shall be greater. If satisfactory moisture levels have been established prior to pulling down the vacuum test, proceed to Paragraph 21. If satisfactory moisture conditions have not been established by dew point tests, proceed as described in the following paragraphs.

13. Break the vacuum with extra-dry nitrogen. The condition of nitrogen used for this purpose shall be verified by a dew point test at the site.

14. Re-pressurize the equipment with extra-dry nitrogen in accordance with the recommendation of the equipment manufacturer.

15. Equipment shall be left under pressure for a minimum of 24 hours.

16. Conduct all required dew point tests of the equipment and verify that readings satisfy the requirements or recommendations of the equipment manufacturer.

17. If the dew point tests do not produce satisfactory results, the pressure/vacuum/pressure cycle shall be repeated. See Paragraph 6. If satisfactory results are obtained proceed as described in the following paragraphs.

18. Restart the vacuum pump in preparation of drawing the vacuum for oil filling. Start the pump, with the main valve on the equipment being installed closed, to pull pump and hose down to 0.2 millimeters under blanked-off conditions to ensure that pump and hose are working properly. Maintain vacuum for a minimum of one hour; leave the booster in manual mode, with booster valve closed, if booster is in service.

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19. Open the main vacuum valve at the top of the equipment to be installed. Put the booster in the automatic mode and open the booster valve.

20. Pull the vacuum down to 1.0 millimeter or less (not more than 1.0 millimeter) and hold for a minimum of 12 hours, or time recommended by factory whichever is longer.

21. Conduct necessary receiving tests on oil after vacuum conditions have been satisfied and oil satisfies the test requirements as specified by the equipment manufacturer. Start oil flow into the main tank.

22. Maintain a vacuum of not more than 3 millimeters while oil is filling.

23. Adjust flow rate of oil so that specified vacuum is maintained.

24. Bring the oil to the level stated by the manufacturer above core and coils. Once the oil has reached the established level, shut down the oil flow, maintain the vacuum pump in operation at not more than 1 millimeter of vacuum, for a minimum of four hours.

25. Break the vacuum with extra-dry nitrogen, with the condition of the nitrogen verified by on-site dew point test.

26. Pressurize the tank to the level specified by the equipment manufacturer. Following the recommended procedure stated by the equipment manufacturer, and fill other compartments as required.

27. Ensure that oil is filled to the level specified by the equipment manufacturer.

28. Be sure that all oil valves are left in proper position. Record all readings, have readings verified by the Service Engineer and deliver the original to the Owner's representative. Follow all necessary safety procedures. The responsibility for the equipment to be installed shall remain with the equipment manufacturer until

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the Service Engineer certified the equipment as ready to be energized and the equipment is accepted as being in this condition by the Owner's representative.

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TECHNICAL SPECIFICATIONS
AUTOTRANSFORMERS 105/140/175 MVA
DEARMIN SUBSTATION

PART 1 - GENERAL

1.01 WORK INCLUDED

This section supplements Exhibit B – General Requirements and provides technical design information for the manufacture, assembly, accessories, factory test requirements and operating requirements for high-voltage type outdoor oil-immersed autotransformer.

1.02 RELATED SECTIONS.

Related sections are Exhibit B – General Requirements.

1.03 TRANSFORMER CAPABILITY

A. The transformer unit shall be capable of transforming its self-cooled rating continuously, oil to air, at rated voltage and frequency without exceeding a temperature rise of 55ºC. The transformer shall be equipped with two stages of automatic, forced air auxiliary cooling equipment which shall increase its self-cooled rating to the levels stated with the auxiliary cooling equipment in service and without exceeding a temperature rise of 55ºC. The transformer shall be insulated to permit safe operation at not less than 65ºC with increased thermal operating capacity of not less than 12%.

B. The impedance of the transformers shall be based on the self-cooled rating (55ºC).

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1.04 TRANSFORMER RATING

A.	Number of Phases	Three
B.	Coolant	Insulating Oil
C.	Type	ONAN/ONAF/ONAF (See item 1.04)
D.	Frequency	60 Hz.
E.	Winding Impedances	7.5% @ 105 MVA with ± 3%
F.	Capacity MVA	105/140/175 MVA (Main Windings) (Tertiary Winding: 35% of largest or common winding).
G.	High Voltage Winding Rated Voltage	230 kV Grd. Wye.
H.	Low Voltage Winding Rated Voltage	67 kV Grd. Wye.
I.	Tertiary Winding Rated Voltage	13.2 KV (Delta)
J.	Full Rated Taps	As specified hereafter above and below rated voltage, manual for de-energized operation; and automatic for load tap change operation.
K.	Basic Insulation Level (BIL)	High Voltage – 750 KV

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		Low Voltage – 350 KV Tertiary Voltage - 110 KV HOXO Neutral Voltage – 110 KV
L.	Avg. Temperature Rise	105/140/175 MVA at 55°C, l additional 12% capacity (117/157/196 MVA) at 65°C.
	1. Hot Spot	55°C Rating - 65°C
	2. Hottest Spot Temperature	65°C Rating - 80°C
M.	Duty	Continuous
N.	Phase Displacement	IEEE Standard C57.12.00 (Typical)
O.	Sound Level	Shall not exceed: 77 db @ 105 MVA 79 db @ 140 MVA 80 db @ 175 MVA (5 db below NEMA TRI-1974)

As a preference, Ocala Electric Utility prefers ONAN/ONAF/ONAF. It is recommended that the base bid incorporate a transformer of this type. However, if the bidder believes a different design would be to the mutual interest of the Bidder and the Utility, it is recommended that you bid an alternate, incorporating the alternate method of cooling you prefer.

1.05 TYPE AND SERVICE

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A. The Autotransformer will be used as a connection point from a 230 KV transmission line to supply bus for a looped transmission system at 69 KV. The neutral of the transformer will be solidly grounded.

B. Available control power from the existing battery bank is 130 VDC.

1.06 SHORT CIRCUIT REQUIREMENTS

A. The transformer shall be designed and constructed to be completely self-protected by its ability to withstand, without mechanical damage, the effects of external short circuits, as specified in IEEE C57.12.00, Section 7, IEEE C57.12.90, Section 12 and IEEE C57.109. The leakage impedance measured after the test series shall not differ from that measured before the Test series by more than two percent of its former value.

B. The transformer test data shall include proof of circuit design considerations by short circuit calculations. The calculations shall include electrical and mechanical forces.

C. Short circuit force values shall include, but not be limited to, short circuit amperes, repulsion force in pounds and vertical force in pounds.

D. Mechanical safety factors used in design of hoop strength of the outer winding, buckling strength of the inner winding, core clamp strength, vertical bar strength, clamping ring strength and jackscrew strength.

PART 2 PRODUCTS

2.01 MATERIALS AND EQUIPMENT

Materials and equipment shall comply with the requirements of Exhibit B – General Requirements.

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2.02 TANK

The transformer tank and base are specified in Exhibit B – General Requirements.

2.03 CORES

A. Cores shall be assembled and tested to conform to the requirements of ASTM 712, with core losses limited per ASTM A 343.

B. The transformer shall be free from unusual or harmful vibration. Lifting eyes or lugs shall be provided for handling the core assemblies when un-tanked.

C. The core laminations shall be free of burrs and shall be stacked using modern joint design to provide uniform flux density and magnetic reluctance over the joint region. The lamination insulation coating shall be impervious to hot insulating transformer oil.

D. The core shall be rigidly clamped with the electrical centers of all coils in line to prevent deteriorating vibrations, interference with oil circulation, objectionable noise conditions, and short circuit and shipment distortions. The core shall be securely grounded externally on the tank. The core ground lead shall be brought out through the tank cover, or through the side of the tank close to the cover, with a 5 KV insulated bushing.

2.04 WINDINGS

A. The transformer windings insulation level shall conform to the latest requirements of IEEE C57.12.00 Table 5, as follows:

1. *High Voltage Requirement*

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a.	Voltage Class	230 KV
b.	Low Frequency Test	325 KV
c.	BIL	750 KV
d.	Chopped Wave Impulse Test	825 KV

2. *Low Voltage Requirement*

a.	Voltage Class	69 KV
b.	Low Frequency Test	140 KV
c.	BIL	350 KV
d.	Chopped Wave Impulse Test	385 KV

3. *Delta Tertiary Voltage Design*

a.	Voltage Class	15 KV
b.	BIL	110 KV

4. *HOXO Neutral Voltage Design*

a.	BIL	110 KV.

B. The transformer windings shall be designed and tested to withstand impulse test voltages in accordance with IEEE Standard C57.12.00. The windings shall be made of copper and assembled in a manner as best suited for the application. Proper consideration shall be given to all factors of service such as high dielectric and mechanical strength of insulation, coil characteristics, and minimum restrictions to free circulation of oil. Coils shall be made up, shaped, and braced to provide for expansion and contraction due to temperature changes in order to avoid abrasion of insulation and to resist movement and distortion caused by abnormal operating conditions. Adequate barriers shall be provided between windings and core, and between high-voltage and low-voltage windings. End turns or section of coils shall have additional insulation protection against abnormal line disturbances. The entire design, construction, and treatment of the windings and their assembly on the core shall embody the latest improvements in the art and conform to best modern practice.

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C. An insulation system suitable for an average winding temperature rise by resistance of 65°C shall be used.

D. The autotransformer shall have the primary to secondary autotransformer winding wye connected and shall be designed for a power supply of 230,000 to 67,000 volts, nominal. Rated KVA taps shall be provided as stated in Section 1.04.

E. The tertiary winding shall be suitable for 13.2 KV operation. This delta tertiary stabilizing winding shall be connected in Delta and shall be rated to make the winding self-protecting. The stabilizing winding shall be brought out on four bushings; two of these bushings shall be used for external closing of the Delta and shall be suitable for operating with this corner of the Delta grounded. Deviation from this requirement shall be so stated in the proposal.

F. The phase-to-neutral voltage of the high voltage winding shall lead by 30° phase-to-neutral voltage of the tertiary winding.

G. The components of the transformer shall take into account the increased capacity allowed by the 65° insulating system and the ability of the transformer to operate at the higher temperature shall not be limited by any ampacity or other limitations.

2.05 INSULATING OIL

Insulating oil and oil preservation equipment are specified in Exhibit B, Appendix 1.

2.06 TAP CHANGER REQUIREMENTS

A. Manual Tap Changer:

1. A manual tap changer shall provide for full capacity range of plus 5% and minus

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5% in two steps of 2 ½ % above and below the middle tap position for the particular voltage rating at taps of 241,500; 235,750; 230,000; 224,250 and 218,500 volts.

2. The high voltage windings shall be nominally rated for 230 KV. The low voltage windings shall be capable of delivering 67 KV Wye with grounded neutral.

3. The handle for manual operation of the tap changer for De-energized operation shall be brought out through the tank wall and must provide adequate clearance from any energized part. Preferably the handle shall be located at not more than five (5) feet above top of concrete pad, but may be located at greater height above top of concrete pad if in accordance with manufacturer's standard design. Provisions shall be made for padlocking the handle in the chosen position and for positive visual tap position indication without unlocking. A stainless steel nameplate, which states **"WARNING - Do Not Operate This Tap Changer When Transformer is Energized**", shall be permanently attached to the tank located next to the operating handle. Screws, if used to attach nameplate, shall be stainless steel. This nameplate shall be shown on the outline drawing. This tap changer shall be referred to on the nameplate and at the tap changer handle as "DEENERGIZED TAP CHANGER".

B. Automatic Load Tap Changer (LTC) and Controls:

1. LTC shall be as manufactured by Reinhausen - type RMV-II. (No substitutions).

2. Automatic LTC equipment shall be provided for automatic operation of the low voltage taps and shall provide approximately 10 percent plus and 10 percent minus adjustment of the voltage rating of the low voltage windings. The voltage change shall be in approximately 5/8 percent steps with 16 steps above and 16 steps below rated low voltage.

3. The LTC equipment shall be designed to provide regulation of the low voltage winding, maintaining full capacity KVA at all tap positions above rated voltage and not less than rated current at all tap positions below rated voltage.

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4. LTC Windings

    a. The regulating winding shall be electrically independent or placed on a separate winding tube from the high and low voltage windings and shall be fully distributed.

    b. Preventive auto and series transformers, if required, shall be constructed to Class 2 autotransformer standards including circular core and coil design and disc or helical type winding construction, using all copper conductors.

5. The LTC equipment shall consist of a tap selector with vacuum interrupting switch, a motor-driven mechanism, and automatic and manual control devices. The LTC equipment shall be capable of a minimum of 500,000 operations before contact replacement is required. A dead-front operating panel shall be provided whereby the gears and mechanism are covered. Only Beckwith #M2001C solid state control with all associated paralleling equipment is acceptable unless specifically identified as an exception and approved in writing. If fuses are used in the control circuits, two sets of spare fuses for each transformer shall be provided by the Contractor and one set shall be stored in a suitable clip next to the control panel.

    a. The LTC mechanism drive motor shall be located at operator height, if possible, for ease of maintenance and replacement. Draining of the LTC compartment shall not be required for access to the drive motor.

6. LTC operating unit will be reactance vacuum type.

7. Local position indicator shall be calibrated L (lower) - N - R (Raise) from the left end to the right end of the scale. Position indicator shall be located so that it will be visible to an operator at the control switch for the drive motor.

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Indicator shall be mechanically driven directly from the drive mechanism without auxiliary devices. Drag hand shall be reset electrically by pushbutton located in the Transformer Control Cabinet.

a. A stainless-steel nameplate shall be permanently mounted on the outside of the control cabinet housing the manual raise and lower controls so an operator can identify the LTC control housing. A duplicate nameplate shall be mounted inside the cabinet next to the raise and lower controls. The nameplates shall state: "LOAD TAP CHANGER –for Operation with Transformer Energized and Carrying Load". Screws, if used to attach nameplates, shall be stainless steel. The nameplate shall be shown on the outline drawing. The nameplates shall include the following information:

1. Manufacturer of the mechanism.
2. Model number of the mechanism.
3. Year of manufacture.
4. Maximum rated through current of the mechanism.
5. Type of transition impedance.
6. Method of arc interruption (type of mechanism).
7. Type of drive mechanism, direct or energy spring.
8. Amount of oil in the mechanism compartment.

8. The LTC equipment shall be suitable for, completely equipped and wired for continuous parallel operation with similar transformers. The Contractor's drawings shall provide complete wiring & schematic diagrams for parallel operation.

9. The automatic LTC equipment shall include:

a. A voltage regulating relay and line drop compensator.

b. The load tap changer shall be provided with a 17-position switch with 16–80-ohm resistors or with a 33-position switch with 32–40-

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ohm resistors for tele-metering of tap position. The switch shall be mechanically connected to the tap changing mechanism and is to switch the taps of the resistor and the moving contacts of the switch are to be wired to terminal blocks for the Owner's remote connections. The circuit is to be insulated for 125 VDC operation. Limit switch and stops to prevent travel beyond extreme tap positions shall be provided.

c. Auxiliary control.

d. Current transformer for the line-drop compensator with a 0.2 ampere or other suitably rated secondary.

e. Reversing switch for reactance portion of the line-drop compensator.

f. Auxiliary current transformers to permit parallel operation by the circulating current method with other units in the same substation.

g. Provisions for Owner's wiring for supervisory control of the LTC equipment.

h. All other features standard on manufacturer's LTC equipment.

i. Note: It shall be possible for others to install complete supervisory control and indication. All necessary terminals, etc., shall be provided at this time. Drawings indicating modifications required and facilities provided as part of original manufacture shall be provided.

10. Control equipment shall be mounted in a NEMA 4X (304 stainless steel) suitable outdoor weatherproof compartment on the transformer, designed to provide protection against windblown dust and rain. The control equipment shall be accessible by an operator at ground level and shall be a maximum of 5 feet above top of concrete pad. The control equipment shall include the following:

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a. Remote-Local switch for enabling remote LTC Raise-and-lower operations from control building panel.

b. Raise-and-lower switch for manual control at the transformer.

c. Selector switch for automatic or manual control of the LTC.

d. Selector switch for independent or parallel operation.

e. Position indicator with drag hands to indicate maximum tap position travel, with electrical reset in control cabinet.

f. On-position indicator.

g. Electrically actuated operation counter in cabinet.

h. Power supply switch.

i. Resistors mounted and wired to an analog transducer producing a 4-20ma output connected to an SEL-2414 for position indication. (See Paragraph 2.06.B.9.b)

j. Hand-wheel for use during maintenance, interlocked with motor control.

k. Light and G.F.C.I. convenience outlet.

l. 120 or 240 VAC space heaters and fused switch with personnel barrier.

m. Local voltmeter test connection.

11. The tap selector switch and contactor mechanisms shall be located in a compartment mounted on the transformer and filled with oil separate from the oil in the main transformer tank. This tap changer compartment shall be sealed from the main transformer tank so there can be no transfer of oil between the two and shall have the capability of being completely drained or filled, under vacuum, without dropping the oil level in the main transformer

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tank. The LTC compartment shall be capable of withstanding full vacuum in the main tank without damage to the LTC compartment or components. This compartment shall be provided with the following accessories:

a. Non-corrosive hinged doors with oil-resistant gaskets and stainless-steel hinges and hardware.

b. A combination oil drain, sampling and lower filter press valve, and an upper filter press valve.

c. An automatic reset pressure relief device shall be furnished for relief of excessive internal pressure. The design of this device shall minimize discharge of oil and exclude the weather after operation and shall be equipped with alarm contacts.

d. Weatherproof cabinet breather

e. Magnetic liquid level oil gauge with low level alarm contacts.

12. The 120 VAC reference voltage regulating relay will be obtained from an Owner-supplied voltage transformer in the substation, and the power required to drive the LTC mechanism will be obtained from the auxiliary power transformer. All internal wiring required to interface with external wiring shall be terminated on terminal blocks. Each individual function shall be supplied by a separate circuit which shall be individually protected by an approved circuit breaker device. Outline drawings shall completely indicate internal and external wiring.

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2.07 THERMAL PROTECTION

A. Cooling equipment shall be provided for the transformer and shall be fully automatic, operating in response to winding or top-level oil temperature, the means being optional with the manufacturer. Manually operable switches connected in parallel with the automatic control contacts shall be included and may be in the control compartment. Auxiliary cooling equipment shall be complete up to incoming supply terminal box. All equipment shall be coordinated for operation at single phase, 120 or 240 VAC.

B The cooling equipment shall be fabricated so that water cannot collect on the outside, oil flow will not be impeded inside, and maintenance painting will be facilitated.

C The transformer shall be provided with a sufficient number of radiators to provide adequate cooling with average ambient air temperature of 30°C, with 12 hours at 40° C, over a 24-hour period.

1. The radiator shall be attached to flanges welded into the case wall and the joints shall be made tight by means of suitable gaskets.
2. Radiator metal wall thickness shall not be less than 18 gauge.
3. Radiators or groups of radiators shall be attached to the flanges welded to the tank wall by means of approved valves, (pressure seal type butterfly or flapper valve type) which may be used to isolate or remove sections of radiators without decreasing the capacity of the transformer by more than one-sixth (1/6) at any stage of cooling.
4. Radiators shall be provided with drain plugs.
5. Radiators shall be galvanized after fabrication. Radiators shall be painted as described in Exhibit A, Article 2.03.

D. The cooling and control equipment shall be self-contained for the unit. Two Stages of auxiliary cooling shall be provided, with each of the two auxiliary stages subsequently increasing the transformer rating by a minimum of 33.33% over the

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Base rating. Control equipment for the cooling equipment shall be furnished and shall be fully automatic, in operation, with facilities provided for continuous manual run control, if desired. In the fully automatic operation mode, the control equipment shall be designed to start and stop the fans, and/or oil pumps, as the oil or transformer winding temperature requires. To equalize wear, selection of the cooling fan bank which operates on first stage shall be manually selectable by the Operator. The control equipment shall be supplied as a unit, complete with all necessary protective devices and accessories. Each fan circuit shall be individually protected. Fans supplied as cooling equipment which have blades that are riveted to their rotating base mount are not acceptable. However, cast aluminum blades are acceptable. Fan blades shall be encased in an OSHA approved safety screen. The number of fans provided in each cooling bank shall be as required to meet the required design cooling capacity for the stage, plus an additional 10% of the cooling bank's design rating.

E. An additional fan starting contact shall provide for local/remote control of air-cooling equipment.

F. A dial type "Thermal Load" indicator gauge shall be furnished and attached to the tank at eye level which will indicate the percent thermal loading of the transformer at all times. In addition, the "Thermal Load" indicator shall be equipped with a red maximum hand (re-settable locally) which will show highest condition of thermal loading which occurred since last observed and reset. Auxiliary contacts completely wired to terminal blocks shall be provided to telemeter 55℃ and 65° oil temperatures and operation of first and second stage cooling equipment.

G. The circuit from the "Thermal Load" indicator current transformer to the "Thermal Load" indicator gauge shall be brought through a test switch in the transformer control cabinet. This test switch shall be capable of shorting the "Thermal Load" indicator current transformer circuit before it terminates at the "Thermal Load" indicator gauge giving warning to short out the "Thermal Load" current transformer via the test switch before removing the cannon plug from the "Thermal Load" indicator gauge.

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H. If pumps are provided as part of the cooling system, necessary valves and fittings shall be installed to make it possible to remove a pump for service and continue to operate the transformer at a load level no less than 133% of its self-cooled rating.

2.08 TRANSFORMER PROTECTION

A. Surge Protection:

1. Three Station-Class Gray surge arresters, G.E. Co. 180 KV "Tranquell", Cat. No. 9L11XPA180, or approved equal, shall be mounted adjacent to the high voltage bushings; three Station-Class Gray G.E. Co. 60 KV surge arresters "Tranquell", Cat. No. 9L11XPA060, or approved equal, shall be mounted adjacent to the low voltage bushings. Surge arrester mounting brackets shall be an integral part of the sides of the transformer tank or the double wall enclosure. Rating of arresters shall be fully coordinated with BIL level of the transformer.

2. A ¼" x 1 ½" copper bus arrangement shall be provided as a means to ground surge arresters to ground pads at the base of the tank. One bus arrangement for each set of arresters shall be secured to tank wall or structural members with removable fasteners.

B. Winding Thermal Protection:

Thermal protection shall be provided consisting of one 3-element thermal load indicating relay calibrated to operate on duration and magnitude of the transformer winding temperature (ANSI Device 49). This relay shall be equipped with one set each of four sequence contacts set for controlling the fans as required for alarm, shall automatically operate a remote annunciator when winding temperature approaches the maximum safe operating value, and will be used to alarm annunciator and lock out the circuit breakers if this temperature is exceeded.

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An additional fan starting contact shall provide for automatic control of air-cooling equipment. The thermal load relay shall include a remote reset switch in the transformer control cabinet.

C Fault Detection:

1. The transformer shall be provided with a Qualitrol 900 or equivalent oil-operated fault pressure relay (ANSI Device 63) responsive to rate of rise of pressure. Contacts shall be rated for 125 Vdc operation and shall be suitable to operate a remote auxiliary seal-in relay.

2. The oil-operated fault pressure relay shall be furnished and properly installed in strict accordance with the manufacturer's recommendations. A suitable valve shall be supplied between the tank and the relay.

3. Provide a certified test report to demonstrate that the relay has been fully tested and is properly calibrated. A copy of the test report shall be included with the transformer test reports.

4. Pressure relief devices shall be provided for the transformer main tank and LTC compartments. Suitably sized pressure relief devices manufactured by Qualitrol shall be supplied with local operation indication and output contacts suitable for alarm of operation.

2.09 CURRENT TRANSFORMERS

A. Current transformers shall be designed for the appropriate classification accuracy rating. The basic impulse insulation level, multi-ratio current rating, secondary taps, continuous rating, and short-time current ratings shall be in accordance with IEEE C57.13.

B. Unless noted, all current transformers shall be multi-ratio, five (5) tap minimum, with industry standard tap configuration and ratios. All taps shall be brought out

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and terminated on shorting type terminal blocks located in the control compartment. ANSI classification shall be as noted.

Note: Current transformer ranges may be adjusted by Owner at or prior to the time of shop drawing review at no additional cost to the Owner.

C. C.T.'s required for autotransformer:

1. High Voltage Bushing – One per bushing (three) 1200:5 MR (C800) and one per bushing (three) 2000:5 MR (C800). (Installation Note: The 2000:5 MRCT shall be the bottom set). All current transformers shall be of Relaying Accuracy Class with a Thermal Rating Factor of 2.0.

2. Low Voltage Bushing - One per bushing (three), 1200/5 MR (C800) and two per bushing (six), 2000:5 MR (C800). (Note: The 1200:5 MRCT shall be the bottom set and shall be thermally rated for continuous 10 amperes secondary). All current transformers shall be of Relaying Accuracy Class with a Thermal Rating Factor of 2.0.

3. HOXO Neutral Bushing - One per bushing 2000:5 MR (C800). The current transformer shall be of Relaying Accuracy Class with a Thermal Rating Factor of 2.0.

4. Tertiary Winding – Two, 2000:5 MR (C800). Each current transformer shall be of Relaying Accuracy Class with a Thermal Rating Factor of 2.0.

D. Bushing C.T. information shall be shown on separate nameplate or main nameplate and shall be per IEEE C57.13, Paragraph 6.8.

E. Polarity marks on bushing CT's shall be toward external bushing terminals.

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F. The tertiary current transformers are to be located on the tertiary bushings between the Y_1 and Y_3 winding points with the polarity mark toward the Y_3 (based on tertiary winding having standard ANSI 30° lag from the high voltage winding).

2.10 BUSHINGS

A. The insulation level of line bushings shall be equal to or greater than the insulation level of the windings to which they are connected.

B. All windings leads (including the neutral) and core ground(s) shall be brought out and connected to terminal bushings. The bushings shall be designed, and terminations so made that no undue stressing of the bushings shall occur due to conductor expansion or temperature changes.

C. The bushing porcelain shall be gray glaze and manufactured by the wet process method and shall be homogenous, free from laminations, cavities or other flaws affecting its mechanical strength or dielectric qualities. The porcelain shall be well vitrified, tough, and impervious to moisture. The glazing shall be free of imperfections such as blisters or burns. High voltage bushings shall be paper-oil condenser bushings interchangeable with ANSI Standard bushings for power circuit breakers in the same voltage classes. Bushings shall be as manufactured by ABB or Lapp. (No substitutions).

D. High voltage bushings shall be located in Segment 3 and low voltage bushings shall be located in Segment 1, HOXO neutral bushing shall be located in Segment 2, per IEEE C57.12.10, Figures 7 and 8. The low voltage X2 bushing shall be on the same centerline with the high voltage H2 bushing.

E. Power factor test terminals shall be provided on all cover mounted high voltage bushings.

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F. All necessary connectors and hardware shall be furnished for connecting the core ground bushings to the transformer ground.

G. Terminal stud connectors shall be provided as follows for the bushing and surge arrester studs:

High Voltage	Lapp-Doble Test Terminals, 4 hole
Low Voltage	Lapp-Doble Test Terminals, 4 hole
Neutral (HOXO)	Spade Terminals, 4 hole
Core Ground	Spade Terminals, 2 hole
Surge Arresters	Spade Terminals, 4 hole
Tertiary	Spade Terminals, 2 hole

1. On 69 KV and below, the X_1, X_2 and X_3 bushings shall be supplied with bronze Lapp-Doble test terminal stud connectors to tin plated, 4-hole flat pad, vertical take-off. (No substitutions).

2. On 230 KV bushings, the Lapp-Doble test terminal stud connectors shall be bronze to tin plated, 4-hole flat pad, vertical take-off. (No substitutions).

3. On transformers with Delta connected tertiary windings, the winding shall be brought out on four bushings; two of these bushings shall be used for external closing of the Delta as specified in Section 2.04. All necessary connectors and hardware shall be furnished for connecting neutral and/or core ground bushings to the transformer ground.

H. Bushing Ratings:

Bushings shall comply with the dimensions, performance, and test requirements of IEEE C57.19.00 and IEEE C57.19.01 and shall have ratings as follows:

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Quantity/ Type	Insulation Class KV	Current Rating Ampere	BIL & Full Wave KV	Withstand 60 Sec. Dry	Withstand 10 Sec. Wet	Min. Creep Dist.-In
3 – H.V.	196	600	900	465 KV	385 KV	135
3 - H.V.	69	1600	350	160 KV	140 KV	48
3 - L.V.	15	2000	110	50 KV	45 KV	11
1 - Neut.	15	2000	110	50 KV	45 KV	11
1 - Core Ground	5	600	75	27 KV	24 KV	6

2.11 CONTROL WIRING

A. All control wiring shall be type SIS No. 12 AWG minimum, stranded copper, and shall be terminated in the control compartment on terminal strips with markings in accordance with wiring diagrams. This shall include termination of wiring for all control relays and devices, auxiliary switches, safety switches and device interconnections. Connectors shall be nylon-insulated ring tongue Burndy Type YAEV of appropriate size, (No substitutions). All conductors shall be identified by shrink fit or wrap-on sleeve with legible black characters on a white background to denote the destination terminal point of the conductor.

B. All taps from five tap multi-ratio current transformers shall be brought to shorting type terminal blocks in the control compartment.

C. Auxiliary Control Wiring

All control wire runs on the outside of the transformer shall be installed in hot dip galvanized rigid steel conduit. Drain fittings shall be provided at the lowest points and breather fittings at upper points such that all moisture that collects will be drained. Control wires may be run in the transformer bracing but must be readily accessible for maintenance. Leads to fans may be made with open cable with PVC jacket and connected to a suitable outdoor waterproof box next to the fan. Fan supply cables shall not exceed six feet in length. Stainless steel

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terminal studs shall be supplied in the enclosure box so that a motor may be disconnected and repaired with all other equipment in operation.

2.12 TERMINAL BLOCKS

Wiring shall be terminated on terminal blocks clearly marked for circuit identification as follows:

A. All mechanism control wiring shall be terminated on Teledyne/Penn-Union Cat. No. 6012 terminal blocks, (No substitutions).

B. C.T. secondaries shall be terminated on Teledyne/Penn-Union Cat. No. 6006-SC shorting type terminal blocks, (No substitutions).

C. Transformer auxiliary power supply terminal blocks shall be as follows:

1. Terminal blocks for loads more than 80 amperes shall be Class 9080, Square D, Unit Construction, Type V or equal, suitable for wire range of #6 AWG-250 kc mil.

2. Terminal blocks for loads less than 80 amperes shall be Class 9080, Square D, Unit Construction, Type U or equal, suitable for lug size range of #10 - #1/0 AWG.

2.13 ANNUNCIATOR PANEL

An annunciator panel shall be installed in the transformer control cabinet. Annunciator shall be a Schweitzer Engineering Laboratories SEL-252302H100XC1XX relay shall be installed in the transformer control panel and be wired to all alarm points. All alarm points shall be properly labeled on the front of the annunciator. Programming of the SEL-2523 will be done by others.

Manufacturer: Schweitzer Engineering Laboratories
Model: SEL-252302H100XC1XX
NO SUBSTITUTIONS.

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2.14 NEUTRAL GROUND CONDUCTOR

The transformer neutral will be connected to the substation ground grid. A minimum of two insulated mounting supports shall be provided on the transformer tank. The mounting supports shall be secured to the transformer tank and be provided with copper conductor clamps suitable for securing conductors up to 1000 kc mil.

2.15 TRANSFORMER ACCESSORIES

Other accessories shall include, but not be limited to, the following:

A. Control Cabinet:

1. A.C. Power

a. Power Supply Switch (Source by Owner).
b. Light and G.F.C.I. Convenience Outlet.
c. Space Heater and Switch.

B. Gauges shall be equipped with ungrounded alarm contacts suitable for 125 VDC operation.

C. Magnetic liquid level oil gauge with low level alarm contacts. Qualitrol only.

D. Combination Pressure - Vacuum gauge with alarm contact

E. Dial type thermometer to indicate liquid temperature, attached to the tank at eye level, closed oil well design, with maximum reading pointer (re-settable locally) and alarm contacts. This gauge is in addition to the thermal load indicator of Article 2.07. Qualitrol only.

F. Winding temperature gauge, with heater and thermometer bulb mounted in a leakproof well, calibrated to indicate the transformer's hot spot winding temperature. Qualitrol only.

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G. Gas sampling valves.

H. Automatic reset pressure relief devices on the LTC and main tank covers with alarm contacts. To be designed for minimum discharge of oil and to exclude air and water after opening.

I. Upper filter press connections with 2-inch (min.) valve.

J. Lower filter press connections with 2-inch (min.) valve and sampling device.

K. Drain valves.

L. A minimum of two copper-faced ground pads, diagonally opposite with two 0.50-13 tapped holes on 1.75-inch centers equipped with clamp-type grounding connectors equal to Anderson Electric Co. No. SWH-025-B for No. 2/0 AWG-250 kc mil copper cable.

M. Conduit entrance provisions, current transformer connections including wiring, conduit, and test switches; controls, accessories and auxiliaries, and related wiring as specified elsewhere in this specification.

2.16 SPARE PARTS

The Contractor shall furnish (2) complete power transformers as described above, plus a complete set of spare parts as follows:

A. Three (3) low voltage (69KV) bushings

B. One (1) core ground bushing

C. Two (2) sets of gaskets

D. Four (4) sets low voltage fuses for LTC

E. Two (2) 1-quart cans of touch-up paint for base coat

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F. Two (2) 1-quart cans of touch-up paint for finish coat

G. Four (4) High voltage (230KV) surge arresters.

H. Four (4) Low voltage (69KV) surge arresters.

PART 3-EXECUTION

3.01 FACTORY TESTS

A. The following transformer tests shall be performed. The following standards shall be used for completing the test: IEEE C57.12.00, IEEE C57.12.10, IEEE C57.12.90, IEEE C57.91, IEEE C57.98, IEEE C57.109, IEEE C57.113 and IEEE C57.131.

1. Resistance measurement of all windings on the full winding tap position of each unit. Use 2,500 V test equipment and correct to 20°C temperature reference.
2. Ratio tests on the rated voltage connection and on all tap connections.
3. Polarity and phase relation tests on the rated voltage connection.
4. No-load (excitation) loss at rated frequency and at 100 percent and 110 percent of rated voltages.
5. Total loss at rated self-cooled KVA and rated forced-cooled KVA(s) at rated voltages and frequency.
6. Fan and/or pump power requirements for each rating.
7. Regulation at unity power factor and 80 percent power factor lagging.
8. Percent impedance, resistance, and reactance on rated self-cooled KVA base.
9. Impedance and load loss at rated current and rated frequency on the rated voltage connection and at the tap extremes of each unit.

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10. Exciting current at rated frequency in percent at 100 percent and 110 percent of rated voltages.

11. Hottest spot temperature rise at rated self-cooled KVA and forced-cooled KVA(s).

12. Temperature rise test data shall be on minimum and maximum ratings or may be given from a "thermal duplicate" unit.

13. Applied voltage tests.

14. High potential and induced voltage tests - ANSI Standard.

15. Bushing Tests: Power factor of bushing shall be furnished both as individual units and as installed in tank.

16. Terminal bushing test and flashover voltages -ANSI Standard.

17. IEEE C57.113 Partial Discharge (Corona) Tests: Test on completed unit based on one hour at 150% of maximum operating voltage to demonstrate satisfaction of a guaranteed level of 150 micro-volts.

18. Audible Sound Level Tests: Results of sound level tests shall be provided on each unit at the self-cooled rating and all forced-cooled ratings.

19. Resistance Measurement of Insulation: Use 5KV test equipment and correct to 20°C temperature reference to establish basis for future comparisons.

    - Measurements shall be made between windings and all windings and ground.

20. Insulation Power Factor: Record data shall state test method and specify style and serial number of test equipment and shall include temperature reference to establish basis for future comparisons. Tests shall be performed using a minimum test voltage of 10 kV. Results shall include separate values for CH, CL, and CHL. These values shall not be combined, and a value above 0.5%, corrected to 20°C, will not be acceptable.

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21. The tests shall include a quality control impulse series in accordance with IEEE C57.98. The leakage impedance measured after the test series shall not differ from that measured before the test series by more than two percent of its former value.

22. Fault Pressure Relay Test: A report for the fault pressure relay shall be obtained from the original manufacturer. The test report shall verify that the relay has been fully tested at the manufacturer's test laboratory and that it is properly calibrated. A copy of this test report shall be included with the transformer test report.

23. Current transformer tests, (ratio, saturation and excitation, polarity) with curves.

24. A Sweep Frequency Response Analysis (SFRA) test shall be performed on the transformer at the factory prior to shipment. SFRA test equipment and testing procedures, as recommended by Doble Engineering, shall be used for the tests. This test shall be performed with the transformer main tank filled with oil and all bushings installed. Transformer radiators may not be installed for this test. Response curves measured shall be provided to the Owner for comparison with subsequent SFRA field tests taken after the unit has been installed at the final substation site (See Section 16-000, 3.04G).

B. Owner reserves the right to witness testing. The Contractor shall notify Owner, in writing, no less than 3 weeks prior to the scheduled starting date of the factory tests to allow Owner to witness testing. Testing shall take place within the United States of America to prevent international travel for personnel.

C. The Contractor shall notify Owner of any unusual event or damage occurring during the fabrication of the transformer and of all tests which do not meet the specified standard values. Owner reserves the right at its option to inspect such damages or test failures. Corrective measures to overcome such damage or failure shall be subject to acceptance by Owner

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3.02 CERTIFIED FACTORY TEST REPORTS

The Contractor is expressly advised that certified test reports on the unit(s) delivered must include values to permit determination of No Load and Load Losses and other power requirements. In the event such losses or requirements exceed the values guaranteed at time bids will be assessed as liquidated damages an amount to be determined as follows:

A. No Load Losses	For each kW or fraction thereof that actual test losses exceed guaranteed losses, the Contractor will be assessed amount computed based on $9,171 per kW.
B. Load Losses	For each kW or fraction thereof that actual test loss exceeds guaranteed losses, the Contractor will be assessed an amount computed based on $2,943 per kW.
C. Power Requirements For Cooling Equipment	For each kW or fraction thereof that actual power requirements as established by test exceeds the approximate power requirements furnished with the bid, the Contractor will be assessed an amount computed based on $9,171 per kW.

3.03 AUXILIARY POWER TRANSFORMER

A. A single phase, 150 KVA, 60 Hertz auxiliary power supply transformer shall be supplied. Connections from the main autotransformer tertiary winding shall be

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brought through the main tank by suitable oil-filled bushings into a separate fuse compartment. This compartment shall totally enclose two suitable current limiting SPST fuse switches and suitable connections to the auxiliary transformer. The auxiliary transformer shall be bolted to the fuse compartment in such a manner that the auxiliary transformer can be easily removed if repairs are required.

B. This compartment shall have a hinged door with suitable door stops and with a latch-type handle that is lockable. Breakers (see Section 3.03G) or surge suppressors (see Section 3.03 I) shall NOT be mounted in this compartment.

C. The high voltage winding of the auxiliary power supply transformer shall be connected ungrounded on the high voltage side. The low voltage side shall be connected single-phase 240/480 volts with the center tap grounded. The low voltage bushings and the leads to the breakers in the control cabinet shall be totally enclosed but constructed such that the auxiliary transformer can be easily removed. A disconnect switch or other visual means shall be provided so that field personnel at ground level can be positive that voltage is not supplied to the auxiliary power supply secondary from alternate power sources. The Contractor shall determine if surge arresters are required to protect the primary of the auxiliary transformer. Low voltage transformer leads shall be terminated on a suitable terminal strip, in the control cabinet, with lug connections for the Owner to terminate cable leads to be installed between the control cabinet lugs and an externally located and mounted, station transfer switch provided by the Owner.

D. The auxiliary transformer details including ratings, winding and connection diagram, polarity and vector phasing diagrams shall be included with the approval drawings.

E. The auxiliary power supply ground shall be connected to ground separately from the main transformer tank ground.

F. Magnetic air circuit breakers having front adjustable magnetic trip units shall be supplied on the low voltage side. The breakers shall be rated 600 VAC with a minimum of 65,000 amperes asymmetrical interrupting capacity at 240 VAC. Suitable auxiliary transformer impedance, breaker frame sizes, ampere ratings, and

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coordination with primary current limiting fuses shall be determined by the Contractor. In sizing these breakers, consideration shall be given to ambient temperature. Heaters in the cabinets plus the hot wires connected in parallel shall be terminated in an appropriate type of multiple conductor terminal lug such as the Burndy Type Q2A or Q3A connector. Under no circumstances shall two or more cables be terminated in any type of terminal connector not specifically designed for such. i.e., Burndy Type QA, QQA or equivalent. Breakers must be coordinated such that a fan or motor fault does not trip the main breaker but rather trips the breaker feeding the faulted circuit, so far as possible with this type of breaker.

G. Surge suppressors shall be supplied for the 240/480-volt secondary windings and shall be General Electric Tranquell Model TD240S2050RMP or approved equal. Device shall be rated at 550 MCOV minimum for 480V L-L and 275 MCOV L-Gnd.

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PROPOSED RATINGS AND GUARANTEED LOSSES

Manufacturer: PTI Transformers LP

Location of Plant: Winnipeg, Manitoba

Guaranteed losses for Autotransformer 230 KV-67KV, as described in Exhibit C - Technical Specifications included in the proposal, are as follows:

All losses are for the basic transformer at the MVA rating indicated, on "Neutral" LTC position and 230,000 volt no-load tap position, are to be stated "per transformer". Losses are to be for the basic transformer unit only and are not to include load tap-change equipment or other voltage regulating equipment.

Guaranteed No Load Loss, 105 MVA, LTC at N	51 KW	guaranteed
Guaranteed Load Loss, 105 MVA, LTC at N	182 KW including LTC reactor	guaranteed
	171 KW without LTC reactor	approximate
Guaranteed Load Loss, 105 MVA, LTC at 4 Raise	183.4 KW including LTC reactor	calculated
Guaranteed Load Loss, 105 MVA, LTC at 5 Raise	183.7 KW including LTC reactor	calculated

Approximate Power Required by Cooling Equipment, 140 MVA (watts): 1080W

Approximate Power Required by Cooling Equipment, 175 MVA (watts): 2268W

Approximate Dimensions (inches); see Sheet 3 (Figure AA-2):
"A" and "B" are as measured from the centerline of the H2 bushing
"E" and "F" are without radiators and with other normally demountable equipment removed.

A 250" B 196" C 128"
D 150" E 309" F 142"

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"H" is height of tank without bushings; "M" is to top of HV bushings; "T" is to highest point above grade, either bushing or lightning arrester	H 155" M 291" T 291"
High Voltage Phase Spacing (inches)	See drawing
Low Voltage Phase Spacing (inches)	See drawing
Approximate Weights (pounds)	365,914
Core and Coils/ Tank and Fittings	74,184 Kg / 44,482 Kg
Liquid	55,136 L (12,128 gallons)
Total Weight / Shipping Weight	165,977 Kg / 100,506 Kg

Description of Core and Coil Design: 3 leg core type, Winding layout- TV Helix -LTC Helix - CV Disc- SV Disc-DTC Helix

Load Tap Changer (LTC): The LTC proposed to be furnished as an integral part of the Autotransformer will have the following characteristics.

LTC Manufacturer	MR
LTC Model Identification	RMVII 2000 69kv
LTC Transition Impedance Type	Reactor Type
LTC Arc Interruption Method	Vacuum interrupters
LTC Drive Mechanism Type	MD-III
LTC Continuous Current Rating	2000 A
LTC Ratio of Series Transformer (if any)	N/A
LTC Operations before Initial Maintenance	500000
LTC Guaranteed Operations Total Life	500000

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Radiator Manufacturer	Menk, USA	
Cooling System Fan (Pump) Motor Manufacturer/ Type	Krenz, USA	
Fan (Pump) Motor hp / First Stage Quantity	1/3 hp fan	10
Fan (Pump) Motor hp / Second Stage Quantity	1/3 hp fan	20
Current Transformer Manufacturer	POLY CAST	
Maximum CT Quantity in HV Space	6	
Maximum CT Quantity in LV Space	11	
Maximum CT Quantity in Tertiary Space	2	

	High Voltage:	Low Voltage:
Bushing Manufacturer	Hitachi (ABB)	Hitachi (ABB)
Bushing Type / Designation	Oil Condenser	Oil Condenser
Permissible safe cantilever loading (lb)	IEEE	IEEE
Lightning Arrester Manufacturer	Copper or Equivalent	
High Voltage Lightning Arrester Type	Station Class	
Low Voltage Lightning Arrester Type	Station Class	

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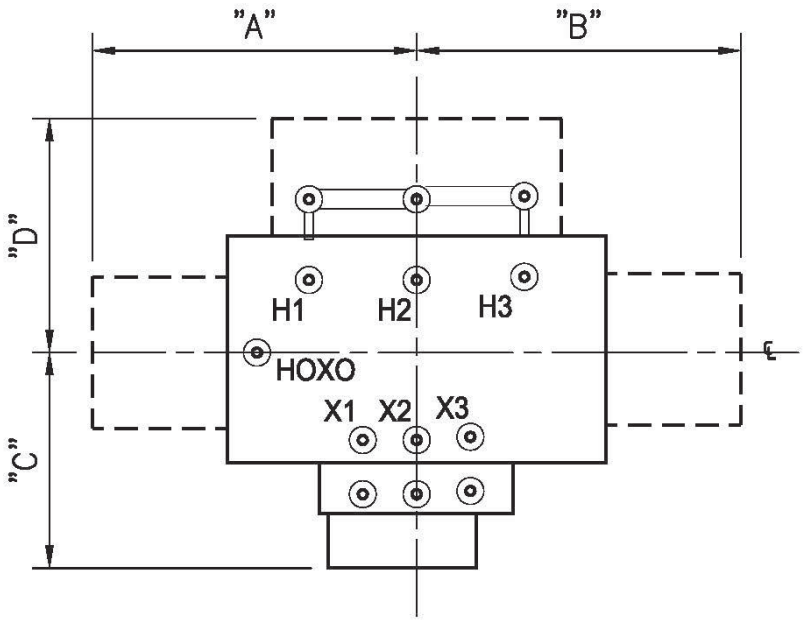
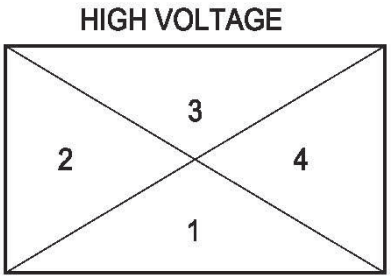
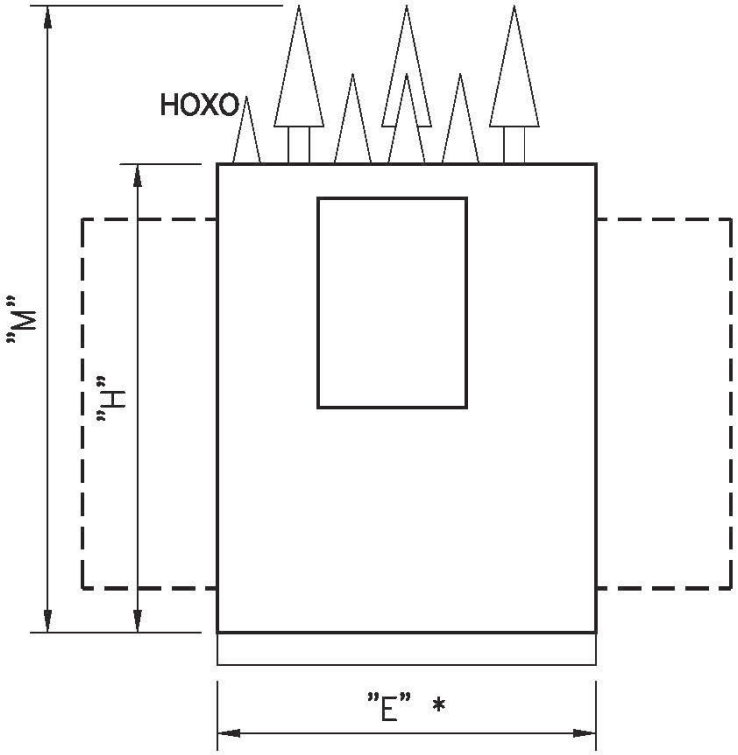
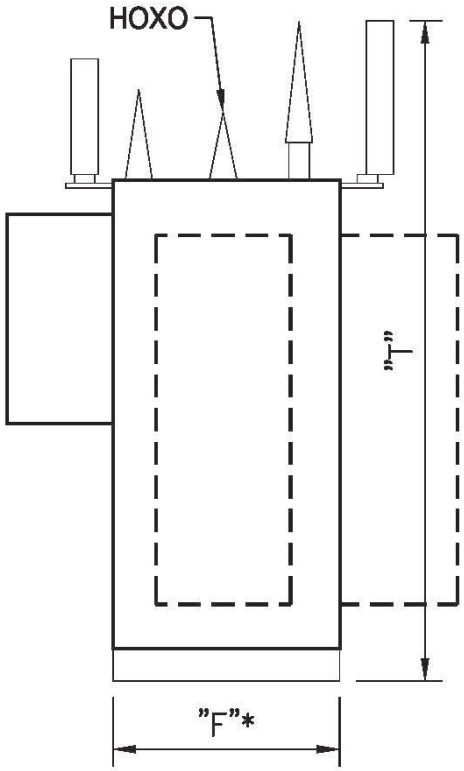
(Figure AA-2)





LOW VOLTAGE
SEGMENT LOCATION





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Proposed Delivery Date & Subcontractors

SUBCONTRACTORS

Please list below where subcontractors will be used to complete certain phases of work, the name and address of each proposed subcontractor are required. The Bidder has fully investigated each subcontractor and has evidence on file that each subcontractor has engaged successfully in their respective line of work for a reasonable period of time, maintains a fully equipped organization capable, technically and financially, of performing the work required, and has made similar installations in a satisfactory manner. The Bidder acknowledges and accepts responsibility for the performance of any subcontractor.

WORK PHASE	SUBCONTRACTOR – NAME & ADDRESS
Off-Loading	PTI Transformers LP
Hauling	Winnipeg, Manitoba
Site Installation, Service and Testing (Autotransformer)	
Other (Please Identify):	

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PROPOSED DELIVERY DATE

Ocala Electric Utility requires Delivery of equipment, as defined in Exhibit B – Required Specifications within the following date:

Qty.	Description	Delivery Required Not Later Than	Proposed Delivery Date
2	Autotransformers 105/140/175 MVA	78 weeks (4 weeks later (Tx #2)	Q2, 2026

Including as per specifications:

- Autotransformer 105/140/175-spare parts
- Autotransformers 105/140/175-installation and testing

The Bidder proposes to complete Delivery of Items, as listed below, including an allowance for review of shop drawings (see Exhibit A). The bidder understands proposed delivery times longer than stated above may be grounds for rejection of bid.

The Bidder agrees to deliver equipment to the designated site. Exact access requirements shall be established by on-site investigation by the Bidder. Delivery shall be completed between the hours of 7:30 a.m. and 12:00 noon, or 1:00 p.m. and 3:30 p.m. Local Time, Monday through Friday, but shall not be made on legal holidays.

The Bidder acknowledges and accepts the responsibility to place the equipment on permanent foundations furnished by the Owner. The Bidder acknowledges and accepts the responsibility to conduct the required field testing, after external connections are made and prior to final acceptance by the Owner. The Bidder acknowledges there may be a delay between the date the equipment arrives at the substation site and the date field testing can begin.

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AUTOTRANSFORMER LOSS EVALUATION

A. Proposals will be evaluated to determine the cost of losses over the useful life of the unit. Evaluation will include the following factors: Transformer no load losses, transformer load losses, and power requirements for transformer cooling equipment.

	Item	Base	Factor
1.	No Load Losses	Lowest Value of No Load Losses as per Bid	$9,171 per kW of No Load Losses
2.	Load Losses	Lowest Value of Load Losses as per Bid	$2,943 per kW of Load Losses
3.	Power Requirements for Cooling Equipment	Lowest Value of Power Requirements as per Bid	$9,171 per kW Power Requirements

B. The above value of losses will be computed at rated voltage and frequency at each rating as applicable. Evaluation calculations will be based on the following transformer operating cycle:

1. 1/2 Total Time at ONAN Rating, 1/3 Total Time at ONAF or OFAF Rating (First Stage), 1/6 Total Time at ONAF or OFAF Rating (Second Stage).

2. 1/3 Total Time at Neutral LTC Position, 1/3 Total Time at 4 Raise LTC Position, 1/3 Total Time at 5 Raise LTC -Position.

C. The use of guaranteed losses in evaluation of low overall bid establishes basis for liquidated damages as described in Section 16-003, Article 3.02.

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Exhibit G – PTI Proposal

PTI Proposal (G-1 through G-109):

Available for inspection and copying at

1805 NE 30th Avenue, Bldg. 400, Ocala, Florida 34470

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SECTION 1: PRICING INFORMATION

1.1. Pricing Schedule

We are pleased to submit our quotation on the following equipment. Additional details can be found in the relevant technical and commercial portions of the bid document.

Ref.	Qty	Description	Unit Price	Extended Price
Q100773R	2	105/140/175 MVA, 230 – 67 – 13.2 kV, Autotransformer	$ 3,635,000.00	$ 7,270,000.00
	2	Estimated Transformer & Oil Freight	$ 148,000.00	$ 296,000.00
	2	Estimated Offloading	$ 93,000.00	$ 186,000.00
	2	Estimated Field Assembly, Oil Filling, and Site Testing	$ 95,000.00	$ 190,000.00
		TOTAL	**$ 3,971,000.00**	**$ 7,942,000.00**

Note: Freight will be invoiced on cost + 5% and Field services is budgetary and firm quote will be provided 6 months prior to delivery.

1.2. Spare Prats Required

Item	Qty	Unit Price	Extended Price
LV Bushing (69 kV)	3	$5,380.00	$16,140.00
Core Ground Bushing	1	$560.00	$560.00
Gaskets	2	$8,250.00	$16,500.00
LV Fuses for LTC	4	$1,500.00	$6,000.00
1-Quart cans of touch-up paint for base coat	2	$935.00	$1,870.00
1-Quart cans of touch-up paint for finish coat	2	$935.00	$1,870.00
HV (230 kV) Surge Arresters	4	$4,000.00	$16,000.00
LV (69 kV) Surge Arresters	4	$1,100.00	$4,400.00
	TOTAL	**$22,660.00**	**$63,340.00**

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1.3. Bid Summary

Currency:	Net in USD, Taxes not included and extra when applicable
Bid Validity:	30 days from date of original submittal.
Delivery Lead Time:	Q2-2026 (units spaced 4 weeks apart), Subject to Prior Sale and confirmation at time of order.
Drawing Lead Time:	Drawing package will be submitted approximately 50 - 60 weeks prior to ship date, to be confirmed at time of order.
INCO Terms:	DDP to Site
Warranty Period:	66 months after delivery / 60 months after energization
Warranty Type:	In/Out coverage will be capped at 25% of the Unit Price of the transformer.
Payment Terms:	Milestones, Net 30 days

1.4. Price Adjustment Policy

Transformer ex-work price to be adjusted based on the FRED Electric Power and Specialty Transformer Manufacturing Index (link: https://fred.stlouisfed.org/series/PCU335311335311)

Price will be adjusted using the following methodology [Current Index / Base Index] * Quoted Transformer Price where:

- Based Index is the value of FRED in the month of quote
- Current Index is the value of FRED 6 months prior to the Delivery Date

Price adjustment upwards or downwards will be applied to the last payment milestone.

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1.5. Bid Bond Letter

Bond Number: 904202242-23-01

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, PTI TRANSFORMERS LP, as Principal, and ATLANTIC SPECIALTY INSURANCE COMPANY as Surety, are held and firmly bound unto the City of Ocala, a Municipal Corporation of Marion County, Florida (hereinafter City of Ocala); in the full and just sum of FIVE PERCENT (5%) of the actual total bid amount, or FIVE PERCENT (5%) of the public construction bond amount for continuing contracts; for the Bid referred to herein, in lawful money of the United States of America, to be paid to the City of Ocala, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally and firmly be these presents:

WHEREAS, the said Principal is herewith submitting a bid to the City of Ocala for the project known as OCALA ELECTRIC UTILITY, and as identified by Bid/Contract Number ELE/230196.

NOW, THEREFORE, the condition of the above obligation is such that, if the said Principal shall execute a contract and give bond or bonds, as required by the bid documents thereof within twenty (20) days after being notified in writing of the award of such contract to Principal, or if the Surety shall pay the City of Ocala the full amount of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED, SEALED AND DATED THIS 23RD day of MAY, 2023.

PRINCIPAL

PTI Transformers LP (Seal)
Principal's Name and Corporate Seal

By: Dan Boyd Dan Boyd 2023.05.25 08:52:50 -05'00'
(Signature)

Title: Product Sales Manager

Attest:

SURETY

ATLANTIC SPECIALTY INSURANCE COMPANY (Seal)
Surety's Name and Corporate Seal

By:
(Signature - **Attach Power of Attorney**)

Title: THERESA HEDBERG, ATTORNEY-IN-FACT

Attest:

NOTE: Power of Attorney showing authority of representative of surety must be furnished with this form.

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intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Paul Hollingworth, Greg Forsythe, Theresa Hedberg, Chelsea Fish, Irene LeBlanc, Kari Morton, Megan Quinlan, Theresa Newton, Sandra Dey, Cam Forbes, Ron Fraser, Branislav Ivica, Niki Jalali, Peter Panufnik, Scott Peberdy, Trent Percy, Betty Shellnutt, Hafis Ligali, Shella San Diego, Kimberly Basaraba, Peter Hoeg, Mario Markmann,** each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON OWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 23rd day of May, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

Note: The Performance & Payment Bond price adder is **$65,000 USD.**

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1.6. Exhibit E – PROPOSED DELIVERY DATE & SUBCONTRACTORS Form

Exhibit E **CONTRACT# ELE/230196**

Proposed Delivery Date & Subcontractors

SUBCONTRACTORS

Please list below where subcontractors will be used to complete certain phases of work, the name and address of each proposed subcontractor are required. The Bidder has fully investigated each subcontractor and has evidence on file that each subcontractor has engaged successfully in their respective line of work for a reasonable period of time, maintains a fully equipped organization capable, technically and financially, of performing the work required, and has made similar installations in a satisfactory manner. The Bidder acknowledges and accepts responsibility for the performance of any subcontractor.

WORK PHASE	SUBCONTRACTOR – NAME & ADDRESS
Off-Loading	TBA
Hauling	TBA
Site Installation, Service and Testing (Autotransformer)	TBA
Other (Please Identify):	

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PROPOSED DELIVERY DATE

Ocala Electric Utility requires Delivery of equipment, as defined in Exhibit B – Required Specifications within the following date:

Qty.	Description	Delivery Required Not Later Than	Proposed Delivery Date
2	Autotransformers 105/140/175 MVA	78 weeks (4 weeks later (Tx #2)	Q2, 2026

Including as per specifications:

- Autotransformer 105/140/175-spare parts
- Autotransformers 105/140/175-installation and testing

The Bidder proposes to complete Delivery of Items, as listed below, including an allowance for review of shop drawings (see Exhibit A). The bidder understands proposed delivery times longer than stated above may be grounds for rejection of bid.

The Bidder agrees to deliver equipment to the designated site. Exact access requirements shall be established by on-site investigation by the Bidder. Delivery shall be completed between the hours of 7:30 a.m. and 12:00 noon, or 1:00 p.m. and 3:30 p.m. Local Time, Monday through Friday, but shall not be made on legal holidays.

The Bidder acknowledges and accepts the responsibility to place the equipment on permanent foundations furnished by the Owner. The Bidder acknowledges and accepts the responsibility to conduct the required field testing, after external connections are made and prior to final acceptance by the Owner. The Bidder acknowledges there may be a delay between the date the equipment arrives at the substation site and the date field testing can begin.

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1.7. Shipping Details

INCO terms considered are per Bid Summary.

Cost based on:

- Shipping **under dry air** by rail to nearest rail siding
- Getting rail clearance on regular train only.
- Having clear access to the substation with road trailer used to move from nearest rail siding to site.
- Getting road trailer within 30 feet from the pad for offloading;
- Not transloading the transformer to a shorter highway trailer due to lack of access within the substation to the pad.
- Having clear access to the pad for offloading, not jacking up the transformer more than 2 feet to skid it off the trailer to the pad.
- Not rotating the transformer on site or pad.
- Having good ground conditions within the substation to withstand the highway trailer with transformer and skidding system.
- Does not include route survey, route engineering study, repair of roads, and utilities and police escorts. This, if required, are at costs plus 15% Adm fee.
- Does not included engineering stamped offloading drawings/lift plan. These, if required, will be at costs plus 15%.

Please note extra charges, if we need to drop the oil tanker.

- Two free hours for offloading on site. Thereafter a charge of CAD 150.00 per hour will apply.
- Trailer detention costs: CAD 250.00 per day/per tank
- Layover fee - CAD 1,300.00 per day/ per tank

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1.8. Standard Field Service Rates

The following rates are applicable for personnel working within North America. Prices are subject to change.

Per Diem: $2,050.00 per workday. This rate includes all time worked or traveled during a normal eight (8) hour work day or fraction thereof. A work day is considered any consecutive eight-hour period Monday to Friday (holidays excluded) with an allowance for lunch. Per Diem rate includes local traveling and living expenses only. It does not include the cost of airfare or transportation to/from the job site and personnel headquarters. All hours worked or traveled in excess of eight hours per weekday and all hours on Saturdays, Sundays, and holidays will be billed at the applicable hourly/overtime rates.

Hourly: $190.00 per hour or any fraction thereof. The hourly rate is applicable to all regular workday time, including travel time 00 and time at the job site whether worked or not. A weekday is considered any consecutive eight-hour period Monday to Friday (holidays excluded) with an allowance for lunch.

Overtime: $285. per hour or any part thereof. This rate is applicable to all hours worked in excess of eight (8) hours on weekdays (holidays excluded), and all time worked or traveled on Saturdays.

Sunday & Holiday: $385.00 per hour or any part thereof. This rate is applicable to all hours worked or traveled on Sundays or holidays.

Standby: When personnel are prevented or unable to perform the services requested on the jobsite because of circumstances beyond their control, the purchaser will be billed at the applicable rate.

Time Off: The minimum time off for personnel during one 24-hour period shall be eight (8) hours.

Travel: Traveling time and expenses for each service person includes leaving and returning to headquarters. The maximum billing for traveling time at the applicable rate shall be eight (8) hours per individual for any one calendar day.

TRAVEL & LIVING EXPENSES

Hourly rates do not include any travel or living expenses.
Transportation costs to/from the jobsite and personnel headquarters shall be billed at cost.
Auto travel to/from the jobsite and headquarters, will be billed at a rate of $0.75 per kilometer.
Copies of invoices shall be supplied.

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Exhibit H

Letter of Confirmation

PTI Transformers is a manufacturer and is not required to have an Electrical Contractors License.

Truly,

M. W. Cleveland

Cell: (336)337-3900

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SECTION 1: PRICING INFORMATION

1.1. Pricing Schedule

We are pleased to submit our quotation on the following equipment. Additional details can be found in the relevant technical and commercial portions of the bid document.

Ref.	Qty	Description	Unit Price	Extended Price
Q100773R	2	105/140/175 MVA, 230 – 67 – 13.2 kV, Autotransformer	$ 3,635,000.00	$ 7,270,000.00
	2	Estimated Transformer & Oil Freight	$ 148,000.00	$ 296,000.00
	2	Estimated Offloading	$ 93,000.00	$ 186,000.00
	2	Estimated Field Assembly, Oil Filling, and Site Testing	$ 95,000.00	$ 190,000.00
		TOTAL	**$ 3,971,000.00**	**$ 7,942,000.00**

Note: Freight will be invoiced on cost + 5% and Field services is budgetary and firm quote will be provided 6 months prior to delivery.

1.2. Spare Prats Required

Item	Qty	Unit Price	Extended Price
LV Bushing (69 kV)	3	$5,380.00	$16,140.00
Core Ground Bushing	1	$560.00	$560.00
Gaskets	2	$8,250.00	$16,500.00
LV Fuses for LTC	4	$1,500.00	$6,000.00
1-Quart cans of touch-up paint for base coat	2	$935.00	$1,870.00
1-Quart cans of touch-up paint for finish coat	2	$935.00	$1,870.00
HV (230 kV) Surge Arresters	4	$4,000.00	$16,000.00
LV (69 kV) Surge Arresters	4	$1,100.00	$4,400.00
	TOTAL	**$22,660.00**	**$63,340.00**

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1.3. Bid Summary

Currency:	Net in USD, Taxes not included and extra when applicable
Bid Validity:	30 days from date of original submittal.
Delivery Lead Time:	Q2-2026 (units spaced 4 weeks apart), Subject to Prior Sale and confirmation at time of order.
Drawing Lead Time:	Drawing package will be submitted approximately 50 - 60 weeks prior to ship date, to be confirmed at time of order.
INCO Terms:	DDP to Site
Warranty Period:	66 months after delivery / 60 months after energization
Warranty Type:	In/Out coverage will be capped at 25% of the Unit Price of the transformer.
Payment Terms:	Milestones, Net 30 days

1.4. Price Adjustment Policy

Transformer ex-work price to be adjusted based on the FRED Electric Power and Specialty Transformer Manufacturing Index (link: https://fred.stlouisfed.org/series/PCU335311335311)

Price will be adjusted using the following methodology [Current Index / Base Index] * Quoted Transformer Price where:

- Based Index is the value of FRED in the month of quote
- Current Index is the value of FRED 6 months prior to the Delivery Date

Price adjustment upwards or downwards will be applied to the last payment milestone.

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1.5. Bid Bond Letter

Bond Number: 904202242-23-01

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, PTI TRANSFORMERS LP, as Principal, and ATLANTIC SPECIALTY INSURANCE COMPANY as Surety, are held and firmly bound unto the City of Ocala, a Municipal Corporation of Marion County, Florida (hereinafter City of Ocala); in the full and just sum of FIVE PERCENT (5%) of the actual total bid amount, or FIVE PERCENT (5%) of the public construction bond amount for continuing contracts; for the Bid referred to herein, in lawful money of the United States of America, to be paid to the City of Ocala, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally and firmly be these presents:

WHEREAS, the said Principal is herewith submitting a bid to the City of Ocala for the project known as OCALA ELECTRIC UTILITY, and as identified by Bid/Contract Number ELE/230196.

NOW, THEREFORE, the condition of the above obligation is such that, if the said Principal shall execute a contract and give bond or bonds, as required by the bid documents thereof within twenty (20) days after being notified in writing of the award of such contract to Principal, or if the Surety shall pay the City of Ocala the full amount of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED, SEALED AND DATED THIS 23RD day of MAY, 2023.

PRINCIPAL

PTI Transformers LP (Seal)
Principal's Name and Corporate Seal

By: Dan Boyd Dan Boyd 2023.05.25 08:52:50 -05'00'
(Signature)

Title: Product Sales Manager

Attest:

SURETY

ATLANTIC SPECIALTY INSURANCE COMPANY (Seal)
Surety's Name and Corporate Seal

By:
(Signature - **Attach Power of Attorney**)

Title: THERESA HEDBERG, ATTORNEY-IN-FACT

Attest:

NOTE: Power of Attorney showing authority of representative of surety must be furnished with this form.

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intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Paul Hollingworth, Greg Forsythe, Theresa Hedberg, Chelsea Fish, Irene LeBlanc, Kari Morton, Megan Quinlan, Theresa Newton, Sandra Dey, Cam Forbes, Ron Fraser, Branislav Ivica, Niki Jalali, Peter Panufnik, Scott Peberdy, Trent Percy, Betty Shellnutt, Hafis Ligali, Sheila San Diego, Kimberly Basaraba, Peter Hoeg, Mario Markmann**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON OWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 23rd day of May, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

Note: The Performance & Payment Bond price adder is **$65,000 USD.**

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1.6. Exhibit E – PROPOSED DELIVERY DATE & SUBCONTRACTORS Form

Exhibit E **CONTRACT# ELE/230196**

Proposed Delivery Date & Subcontractors

SUBCONTRACTORS

Please list below where subcontractors will be used to complete certain phases of work, the name and address of each proposed subcontractor are required. The Bidder has fully investigated each subcontractor and has evidence on file that each subcontractor has engaged successfully in their respective line of work for a reasonable period of time, maintains a fully equipped organization capable, technically and financially, of performing the work required, and has made similar installations in a satisfactory manner. The Bidder acknowledges and accepts responsibility for the performance of any subcontractor.

WORK PHASE	SUBCONTRACTOR – NAME & ADDRESS
Off-Loading	TBA
Hauling	TBA
Site Installation, Service and Testing (Autotransformer)	TBA
Other (Please Identify):	

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PROPOSED DELIVERY DATE

Ocala Electric Utility requires Delivery of equipment, as defined in Exhibit B – Required Specifications within the following date:

Qty.	Description	Delivery Required Not Later Than	Proposed Delivery Date
2	Autotransformers 105/140/175 MVA	78 weeks (4 weeks later (Tx #2)	Q2, 2026

Including as per specifications:

- Autotransformer 105/140/175-spare parts
- Autotransformers 105/140/175-installation and testing

The Bidder proposes to complete Delivery of Items, as listed below, including an allowance for review of shop drawings (see Exhibit A). The bidder understands proposed delivery times longer than stated above may be grounds for rejection of bid.

The Bidder agrees to deliver equipment to the designated site. Exact access requirements shall be established by on-site investigation by the Bidder. Delivery shall be completed between the hours of 7:30 a.m. and 12:00 noon, or 1:00 p.m. and 3:30 p.m. Local Time, Monday through Friday, but shall not be made on legal holidays.

The Bidder acknowledges and accepts the responsibility to place the equipment on permanent foundations furnished by the Owner. The Bidder acknowledges and accepts the responsibility to conduct the required field testing, after external connections are made and prior to final acceptance by the Owner. The Bidder acknowledges there may be a delay between the date the equipment arrives at the substation site and the date field testing can begin.

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1.7. Shipping Details

INCO terms considered are per Bid Summary.

Cost based on:

- Shipping **under dry air** by rail to nearest rail siding
- Getting rail clearance on regular train only.
- Having clear access to the substation with road trailer used to move from nearest rail siding to site.
- Getting road trailer within 30 feet from the pad for offloading;
- Not transloading the transformer to a shorter highway trailer due to lack of access within the substation to the pad.
- Having clear access to the pad for offloading, not jacking up the transformer more than 2 feet to skid it off the trailer to the pad.
- Not rotating the transformer on site or pad.
- Having good ground conditions within the substation to withstand the highway trailer with transformer and skidding system.
- Does not include route survey, route engineering study, repair of roads, and utilities and police escorts. This, if required, are at costs plus 15% Adm fee.
- Does not included engineering stamped offloading drawings/lift plan. These, if required, will be at costs plus 15%.

Please note extra charges, if we need to drop the oil tanker.

- Two free hours for offloading on site. Thereafter a charge of CAD 150.00 per hour will apply.
- Trailer detention costs: CAD 250.00 per day/per tank
- Layover fee - CAD 1,300.00 per day/ per tank

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1.8. Standard Field Service Rates

The following rates are applicable for personnel working within North America. Prices are subject to change.

Per Diem: $2,050.00 per workday. This rate includes all time worked or traveled during a normal eight (8) hour work day or fraction thereof. A work day is considered any consecutive eight-hour period Monday to Friday (holidays excluded) with an allowance for lunch. Per Diem rate includes local traveling and living expenses only. It does not include the cost of airfare or transportation to/from the job site and personnel headquarters. All hours worked or traveled in excess of eight hours per weekday and all hours on Saturdays, Sundays, and holidays will be billed at the applicable hourly/overtime rates.

Hourly: $190.00 per hour or any fraction thereof. The hourly rate is applicable to all regular workday time, including travel time 00 and time at the job site whether worked or not. A weekday is considered any consecutive eight-hour period Monday to Friday (holidays excluded) with an allowance for lunch.

Overtime: $285. per hour or any part thereof. This rate is applicable to all hours worked in excess of eight (8) hours on weekdays (holidays excluded), and all time worked or traveled on Saturdays.

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TRAVEL & LIVING EXPENSES

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Auto travel to/from the jobsite and headquarters, will be billed at a rate of $0.75 per kilometer.
Copies of invoices shall be supplied.

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Certificate Of Completion

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Status: Completed
Subject: Transformers, PTI Transformers LP (ELE 230196)
Source Envelope:
Document Pages: 99
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Brittany Craven
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
biverson@ocalafl.org
IP Address: 216.255.240.104

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Signer Events	Signature	Timestamp
William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William E. Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 9/1/2023 12:07:41 PM Resent: 9/6/2023 1:57:53 PM Viewed: 9/6/2023 3:19:52 PM Signed: 9/6/2023 3:23:42 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Brett Todd btodd@ptitransformers.com General Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Brett Todd AADD9E075F774EC... Signature Adoption: Pre-selected Style Using IP Address: 205.200.77.138	Sent: 9/6/2023 3:23:44 PM Viewed: 9/6/2023 3:24:20 PM Signed: 9/6/2023 3:28:26 PM
Electronic Record and Signature Disclosure: Accepted: 9/6/2023 3:24:20 PM ID: b5c17710-d825-465d-a360-12140dfc6619		
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: 9/6/2023 3:28:28 PM Viewed: 9/6/2023 3:39:44 PM Signed: 9/6/2023 3:40:08 PM
Electronic Record and Signature Disclosure: Accepted: 2/22/2023 9:50:44 PM ID: 14e56788-1409-4fcd-8b7c-ddcc68b32a87		
Angel B. Jacobs ajacobs@ocalafl.gov April 19 City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs F82769461C4E4E5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 9/6/2023 3:40:10 PM Viewed: 9/6/2023 3:43:37 PM Signed: 9/6/2023 3:43:56 PM
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Signer Events	Signature	Timestamp
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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	9/1/2023 12:07:41 PM
Certified Delivered	Security Checked	9/6/2023 3:43:37 PM
Signing Complete	Security Checked	9/6/2023 3:43:56 PM
Completed	Security Checked	9/6/2023 3:43:56 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: E0AA19B5-33C7-45DD-ADF2-7B2E09884907

FIRST AMENDMENT TO AGREEMENT FOR DELIVERY, INSTALLATION AND TESTING OF AUTOTRANSFORMERS

THIS FIRST AMENDMENT TO AGREEMENT FOR DELIVERY, INSTALLATION AND TESTING OF AUTOTRANSFORMERS ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PTI TRANSFORMERS, LP**, a foreign for-profit limited partnership duly organized in Manitoba, Canada, and authorized to do business in the state of Florida (BN: 734422314) ("Contractor").

WHEREAS, on September 6, 2023, City and Contractor entered into an Agreement for Delivery, Installation and Testing of Autotransformers (the "Original Agreement"), City of Ocala Contract Number: ELE/230196; and

WHEREAS, City and Contractor wish to clarify the inclusion of the Contractor's entire proposal as Exhibit G.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and 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 and Contractor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO EXHIBIT G**. The document attached to the Original Agreement as Exhibit G -- PTI Proposal is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Amended Exhibit G – PTI 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:	PTI Transformers LP Attn: Brent Todd 101 Rockman Street Winnepeg, Manitoba, Canada R3T 0L7 PH: 204-806-1918 E-mail: btodd@ptitransformers.com
Copy to:	Attention: Bob Gray Cell: 603-770-2048 E-mail: bgray@ptitransformers.com

DocuSign Envelope ID: E0AA19B5-33C7-45DD-ADF2-7B2E09884907

If to City of Ocala:	Daphne M. Robinson, Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8343 E-mail: notices@ocalafl.org
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.org

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.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 10/13/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Janice Mitchell
55198B43858A4E1...

Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

DocuSigned by:
William E. Sexton
401D5FC4B36B429...

William E. Sexton, Esq.
City Attorney

PTI TRANSFORMERS LP

DocuSigned by:
Brett Todd
AADD9E075F774EC...

By: Brett Todd
(Printed Name)

Title: General Manager
(Title of Authorized Signatory)

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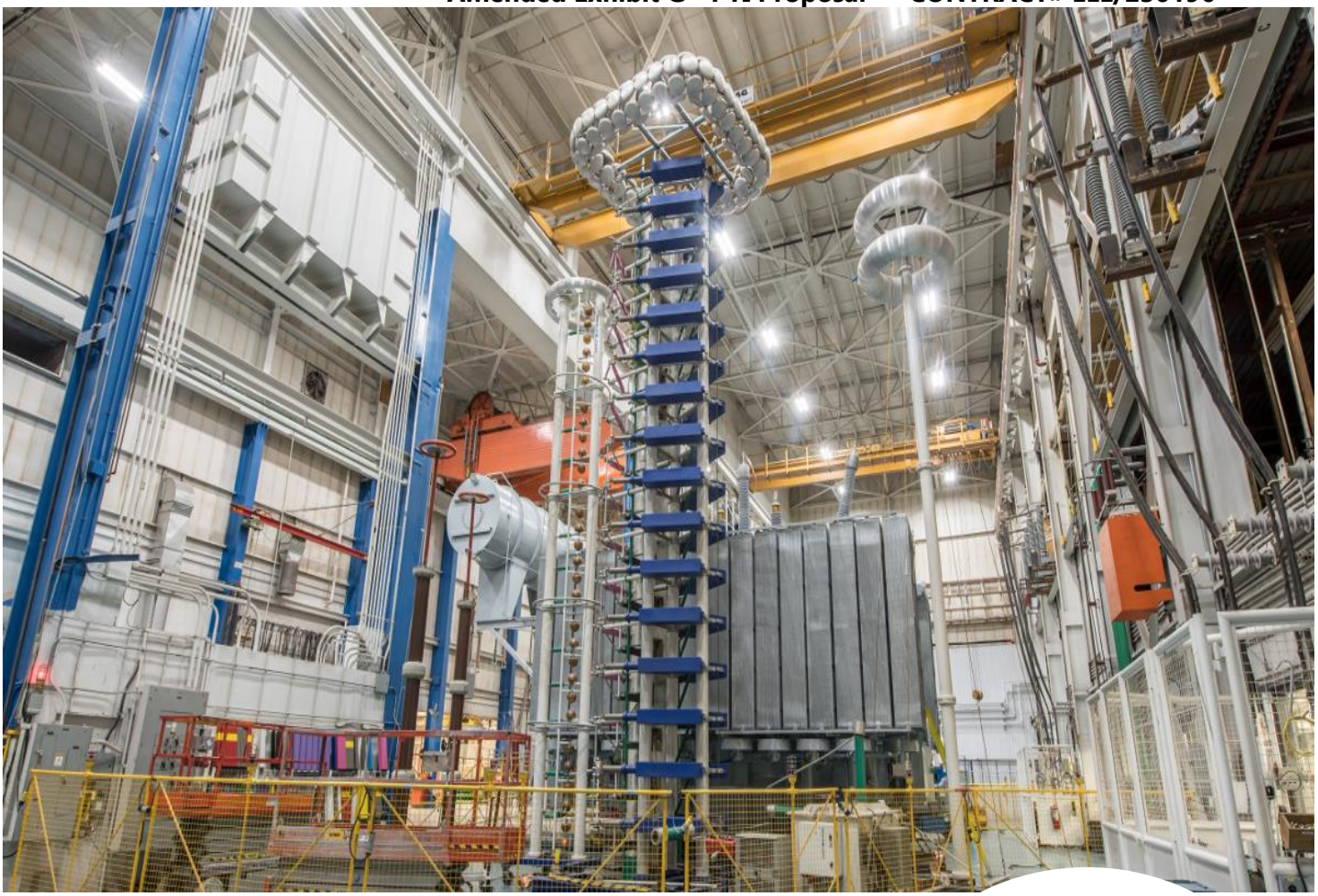

OCALA ELECTRIC UTILITY

DEARMIN Substation

Your Ref: CONTRACT# ELE/230196
Our Ref: Q100773R
Submitted: May 25th, 2023

PTI TRANSFORMERS

DocuSign Envelope ID: E0AA19B5-33C7-45DD-ADF2-7B2E09884907

To: **OCALA ELECTRIC UTILITY**

Attention: **Lisa Crouthamel**

Subject: **Dearmin Substation**

With reference to the aforementioned inquiry, PTI Transformers is pleased to present our detailed commercial and technical offering for the below equipment:

PTI Ref	Qty	Description
Q100773R	2	105/140/175 MVA, 230 – 67 – 13.2 kV, Autotransformer

This proposal is based upon the requirements outlined as per the supplied RFP documents, and the latest IEEE / CSA standards at the time of quotation. We would also take this opportunity to confirm receipt of the following addendums:

We trust you find our offering in line with your requirements, but should you have any questions please do not hesitate to contact your local PTI Transformer representative (details below).

Engineer Power Solution LLC
Mick Cleveland
(336)337-3900
mick@epicresources.com

Thank you for considering PTI Transformers, and we look forward to supply the above equipment.

Yours truly,

Fady Gorgy
Quotation Specialist
PTI Transformers

This document contains privileged and confidential information belonging to the Sender. This information is intended solely for the use of the individual or entity addressed above. If you have received this information in error, please immediately notify the Sender.

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SECTION 1: PRICING INFORMATION

1.1. Pricing Schedule

We are pleased to submit our quotation on the following equipment. Additional details can be found in the relevant technical and commercial portions of the bid document.

Ref.	Qty	Description	Unit Price	Extended Price
Q100773R	2	105/140/175 MVA, 230 – 67 – 13.2 kV, Autotransformer	$ 3,635,000.00	$ 7,270,000.00
	2	Estimated Transformer & Oil Freight	$ 148,000.00	$ 296,000.00
	2	Estimated Offloading	$ 93,000.00	$ 186,000.00
	2	Estimated Field Assembly, Oil Filling, and Site Testing	$ 95,000.00	$ 190,000.00
		TOTAL	**$ 3,971,000.00**	**$ 7,942,000.00**

Note: Freight will be invoiced on cost + 5% and Field services is budgetary and firm quote will be provided 6 months prior to delivery.

1.2. Spare Prats Required

Item	Qty	Unit Price	Extended Price
LV Bushing (69 kV)	3	$5,380.00	$16,140.00
Core Ground Bushing	1	$560.00	$560.00
Gaskets	2	$8,250.00	$16,500.00
LV Fuses for LTC	4	$1,500.00	$6,000.00
1-Quart cans of touch-up paint for base coat	2	$935.00	$1,870.00
1-Quart cans of touch-up paint for finish coat	2	$935.00	$1,870.00
HV (230 kV) Surge Arresters	4	$4,000.00	$16,000.00
LV (69 kV) Surge Arresters	4	$1,100.00	$4,400.00
	TOTAL	**$22,660.00**	**$63,340.00**

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1.3. Bid Summary

Currency:	Net in USD, Taxes not included and extra when applicable
Bid Validity:	30 days from date of original submittal.
Delivery Lead Time:	Q2-2026 (units spaced 4 weeks apart), Subject to Prior Sale and confirmation at time of order.
Drawing Lead Time:	Drawing package will be submitted approximately 50 - 60 weeks prior to ship date, to be confirmed at time of order.
INCO Terms:	DDP to Site
Warranty Period:	66 months after delivery / 60 months after energization
Warranty Type:	In/Out coverage will be capped at 25% of the Unit Price of the transformer.
Payment Terms:	Milestones, Net 30 days

1.4. Price Adjustment Policy

Transformer ex-work price to be adjusted based on the FRED Electric Power and Specialty Transformer Manufacturing Index (link: https://fred.stlouisfed.org/series/PCU335311335311)

Price will be adjusted using the following methodology [Current Index / Base Index] * Quoted Transformer Price where:

- Based Index is the value of FRED in the month of quote
- Current Index is the value of FRED 6 months prior to the Delivery Date

Price adjustment upwards or downwards will be applied to the last payment milestone.

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1.5. Bid Bond Letter

CITY OF OCALA
GOD BE WITH US
MARION COUNTY, FLORIDA

Bond Number: 904202242-23-01

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, PTI TRANSFORMERS LP, as Principal, and ATLANTIC SPECIALTY INSURANCE COMPANY as Surety, are held and firmly bound unto the City of Ocala, a Municipal Corporation of Marion County, Florida (hereinafter City of Ocala); in the full and just sum of FIVE PERCENT (5%) of the actual total bid amount, or FIVE PERCENT (5%) of the public construction bond amount for continuing contracts; for the Bid referred to herein, in lawful money of the United States of America, to be paid to the City of Ocala, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally and firmly be these presents:

WHEREAS, the said Principal is herewith submitting a bid to the City of Ocala for the project known as OCALA ELECTRIC UTILITY, and as identified by Bid/Contract Number ELE/230196.

NOW, THEREFORE, the condition of the above obligation is such that, if the said Principal shall execute a contract and give bond or bonds, as required by the bid documents thereof within twenty (20) days after being notified in writing of the award of such contract to Principal, or if the Surety shall pay the City of Ocala the full amount of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED, SEALED AND DATED THIS 23RD day of MAY, 2023.

PRINCIPAL

PTI Transformers LP (Seal)
Principal's Name and Corporate Seal

By: Dan Boyd Dan Boyd 2023.05.25 08:52:50 -05'00'
(Signature)

Title: Product Sales Manager

Attest:

SURETY

ATLANTIC SPECIALTY INSURANCE COMPANY (Seal)
Surety's Name and Corporate Seal

By:
(Signature - **Attach Power of Attorney**)

Title: THERESA HEDBERG, ATTORNEY-IN-FACT

Attest:

NOTE: Power of Attorney showing authority of representative of surety must be furnished with this form.

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intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Paul Hollingworth, Greg Forsythe, Theresa Hedberg, Chelsea Fish, Irene LeBlanc, Kari Morton, Megan Quinlan, Theresa Newton, Sandra Dey, Cam Forbes, Ron Fraser, Branislav Ivica, Niki Jalali, Peter Panufnik, Scott Peberdy, Trent Percy, Betty Shellnutt, Hafis Ligali, Sheila San Diego, Kimberly Basaraba, Peter Hoeg, Mario Markmann**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 23rd day of May, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

Note: The bid bond is estimated to be **$65,000 USD** but will be invoiced based on actual amount charged by surety.

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1.6. Exhibit E – PROPOSED DELIVERY DATE & SUBCONTRACTORS Form

Exhibit E **CONTRACT# ELE/230196**

Proposed Delivery Date & Subcontractors

SUBCONTRACTORS

Please list below where subcontractors will be used to complete certain phases of work, the name and address of each proposed subcontractor are required. The Bidder has fully investigated each subcontractor and has evidence on file that each subcontractor has engaged successfully in their respective line of work for a reasonable period of time, maintains a fully equipped organization capable, technically and financially, of performing the work required, and has made similar installations in a satisfactory manner. The Bidder acknowledges and accepts responsibility for the performance of any subcontractor.

WORK PHASE	SUBCONTRACTOR – NAME & ADDRESS
Off-Loading	TBA
Hauling	TBA
Site Installation, Service and Testing (Autotransformer)	TBA
Other (Please Identify):	

E -1

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Exhibit E CONTRACT# ELE/230196

PROPOSED DELIVERY DATE

Ocala Electric Utility requires Delivery of equipment, as defined in Exhibit B – Required Specifications within the following date:

Qty.	Description	Delivery Required Not Later Than	Proposed Delivery Date
2	Autotransformers 105/140/175 MVA	78 weeks (4 weeks later (Tx #2)	Q2, 2026

Including as per specifications:

- Autotransformer 105/140/175-spare parts
- Autotransformers 105/140/175-installation and testing

The Bidder proposes to complete Delivery of Items, as listed below, including an allowance for review of shop drawings (see Exhibit A). The bidder understands proposed delivery times longer than stated above may be grounds for rejection of bid.

The Bidder agrees to deliver equipment to the designated site. Exact access requirements shall be established by on-site investigation by the Bidder. Delivery shall be completed between the hours of 7:30 a.m. and 12:00 noon, or 1:00 p.m. and 3:30 p.m. Local Time, Monday through Friday, but shall not be made on legal holidays.

The Bidder acknowledges and accepts the responsibility to place the equipment on permanent foundations furnished by the Owner. The Bidder acknowledges and accepts the responsibility to conduct the required field testing, after external connections are made and prior to final acceptance by the Owner. The Bidder acknowledges there may be a delay between the date the equipment arrives at the substation site and the date field testing can begin.

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1.7. Shipping Details

INCO terms considered are per Bid Summary.

Cost based on:

- Shipping **under dry air** by rail to nearest rail siding
- Getting rail clearance on regular train only.
- Having clear access to the substation with road trailer used to move from nearest rail siding to site.
- Getting road trailer within 30 feet from the pad for offloading;
- Not transloading the transformer to a shorter highway trailer due to lack of access within the substation to the pad.
- Having clear access to the pad for offloading, not jacking up the transformer more than 2 feet to skid it off the trailer to the pad.
- Not rotating the transformer on site or pad.
- Having good ground conditions within the substation to withstand the highway trailer with transformer and skidding system.
- Does not include route survey, route engineering study, repair of roads, and utilities and police escorts. This, if required, are at costs plus 15% Adm fee.
- Does not included engineering stamped offloading drawings/lift plan. These, if required, will be at costs plus 15%.

Please note extra charges, if we need to drop the oil tanker.

- Two free hours for offloading on site. Thereafter a charge of CAD 150.00 per hour will apply.
- Trailer detention costs: CAD 250.00 per day/per tank
- Layover fee - CAD 1,300.00 per day/ per tank

1.8. List of Optional Recommended Spare Parts

Item	Qty	Price (USD)
HV Bushing	1	$12,370.00
HOXO Bushing	1	$2,260.00
TV Bushing	1	$6,490.00
Fan and Motor	1	$5,940.00
Gas Detector Relay	1	$6,280.00
Pressure Relief Device	1	$1,195.00
Oil level Gauge	1	$995.00

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1.9. Standard Field Service Rates

The following rates are applicable for personnel working within North America. Prices are subject to change.

Per Diem:	$2,050.00 per workday. This rate includes all time worked or traveled during a normal eight (8) hour work day or fraction thereof. A work day is considered any consecutive eight-hour period Monday to Friday (holidays excluded) with an allowance for lunch. Per Diem rate includes local traveling and living expenses only. It does not include the cost of airfare or transportation to/from the job site and personnel headquarters. All hours worked or traveled in excess of eight hours per weekday and all hours on Saturdays, Sundays, and holidays will be billed at the applicable hourly/overtime rates.
Hourly:	$190.00 per hour or any fraction thereof. The hourly rate is applicable to all regular workday time, including travel time 00 and time at the job site whether worked or not. A weekday is considered any consecutive eight-hour period Monday to Friday (holidays excluded) with an allowance for lunch.
Overtime:	$285. per hour or any part thereof. This rate is applicable to all hours worked in excess of eight (8) hours on weekdays (holidays excluded), and all time worked or traveled on Saturdays.
Sunday & Holiday:	$385.00 per hour or any part thereof. This rate is applicable to all hours worked or traveled on Sundays or holidays.
Standby:	When personnel are prevented or unable to perform the services requested on the jobsite because of circumstances beyond their control, the purchaser will be billed at the applicable rate.
Time Off:	The minimum time off for personnel during one 24-hour period shall be eight (8) hours.
Travel:	Traveling time and expenses for each service person includes leaving and returning to headquarters. The maximum billing for traveling time at the applicable rate shall be eight (8) hours per individual for any one calendar day.

TRAVEL & LIVING EXPENSES

Hourly rates do not include any travel or living expenses.
Transportation costs to/from the jobsite and personnel headquarters shall be billed at cost.
Auto travel to/from the jobsite and headquarters, will be billed at a rate of $0.75 per kilometer.
Copies of invoices shall be supplied.

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SECTION 2: TERMS AND CONDITIONS

PTI Transformers LP (the "Seller") and **OCALA ELECTRIC UTILITY** (hereon the "Purchaser") each agree that the following terms and conditions shall apply to all contracts for the purchase and sale of the Seller's products (the "Equipment") unless they otherwise agree in writing

2.1. Shipment, Delivery and Storage

2.1.1 Shipment of the Equipment shall be made from the Seller's manufacturing facility at Winnipeg, Manitoba, Canada and delivered to the mutually agreed destination as per the established Incoterms. The Purchaser acknowledges that delivery dates specified in any quotation are subject to prior sale and approximate, unless otherwise specified, and that delivery performance by the Seller is dependent upon prompt receipt from the Purchaser of all specifications, final approved drawings, and any other details reasonably necessary for the proper execution of the Purchaser's order such as, but not limited to, Seller's lead time.

2.1.2 Claims for shortages of Equipment must be made in writing to the Seller within fifteen (15) days of the date of Delivery, or the Purchaser shall be deemed to have accepted any shortage.

2.2. Force Majeure

2.2.1 The Purchaser acknowledges that the Seller shall not be liable for delays in delivery performance due to causes beyond its reasonable control including, but not limited to: Acts of God; the actions or inaction of the Purchaser; fire; labor disturbances by its employees or the employees of its suppliers; floods; epidemics; quarantine restrictions; war; insurrection or riot; acts of a civil or military authority; compliance with priority orders or preference ratings issued by any government; freight embargoes; car shortages; wrecks or delays in transportation; unusually severe weather; delay of subcontractors; or inability to obtain necessary labor, materials, manufacturing facilities, or supplies. In the event of any such delay, the Purchaser agrees that the date of delivery will be extended for a minimum time equal to the period of the delay. The contract of sale will, in no event, be subject to cancellation by the Purchaser, due either to delay in delivery or to any other cause, without the prior written consent of the Seller. In case of cancellation, the Purchaser agrees to pay to the Seller a reasonable charge to compensate the Seller for its losses arising out of such cancellation, as liquidated damages and not as a penalty

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2.3. Warranty

2.3.1 The Warranty Period for the Original Purchaser shall be **Sixty-Six (66)** months after the date of Delivery to its original destination or **Sixty (60)** months from the date of the first use of Equipment by the Original Purchaser or End User, whichever is shorter. The Seller warrants that during the Warranty Period, the Equipment shall be free from defects in material and workmanship and shall reasonably meet the specifications of the Purchaser. If, within the Warranty Period, the Equipment does not meet the warranty specified above, and provided that the Purchaser promptly notifies the Seller of any such defects in writing, the Seller agrees to correct any defect, at its option, either by repairing or replacing any defective parts, or by making available, at the Facility, repaired or replacement parts subject to the limit of 100% of the original equipment. **The transportation costs to and from the Facility or repair shop, shall be borne by the Seller exclusively over the first year of the warranty period, subject to the limit of twenty five percent (25%) of the original purchase price of the equipment. Seller shall be responsible for the Direct Cost of removing the apparatus from service, transportation to and from the place of repair and reinstallation of the apparatus at site (In/Out). Direct Cost excludes expenses for removing fire walls, installing temporary equipment and incremental costs of supply service. At the end of the first year of the warranty, the cost of removal and reinstallation of the defective Equipment is the responsibility of the purchaser**. The Purchaser acknowledges and agrees, that any repair or replacement of the Equipment shall not renew or extend the Warranty Period. The Purchaser further agrees that the Seller shall have no liability to the Purchaser beyond the expiration of the warranty period, and that the within warranty shall be void if the Equipment had been improperly installed or maintained, operated under abnormal conditions, or contrary to the specifications or instructions of the Seller. THE PURCHASER EXPRESSLY AGREES THAT, ASIDE FROM THE FOREGOING, THE SELLER HAS NOT GIVEN, AND IS NOT BOUND BY, ANY WARRANTY REGARDING THE EQUIPMENT, OR LIABILITY WHATSOEVER INCLUDING ANY AND ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES OR LOSS OF USE OR PROFITS.

2.3.2 The Purchaser agrees that it shall be an absolute condition of any warranty claim that the Purchaser shall not return or dispose of any Equipment or element thereof without the Seller's express prior written authorization. **The Seller shall not bear any expense or incur any liability for repairs made outside the Facility or a repair shop designated by the Seller, without the Seller's prior written consent.**

2.3.3

2.4. Title, Risk and Creation of Security Interest

2.4.1 Title to the Equipment shall pass to the Purchaser only upon payment in full of the purchaser price therefor, including interest, if any, even though the Equipment shall become at the Purchaser's risk commencing with delivery as defined in the Incoterms. The Purchaser agrees that the loss or destruction of all or part of the Equipment shall not release the Purchaser from any obligations of payment hereunder.

2.4.2 The security interest granted hereby secures compliance of all obligations of the Purchaser to the Seller, present or future. Upon non-payment, when due, of any principal or interest owing to the Purchaser from the Seller (the "Indebtedness"), or where the Purchaser shall fail to perform any obligation contained herein, or in the event of the bankruptcy or insolvency of the Purchaser, or where any execution or other process of any court becomes enforceable against the Purchaser, the Seller shall also have, at its option, all of the remedies of a secured party under the Manitoba Personal Property Security Act or any successor stature thereto. The Purchaser agrees to pay to the Seller all expenses reasonably incurred by the Seller in

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enforcing its rights hereunder, and agrees that the Seller may retain any or all payments already received as a rental charge for the use of the Equipment without affecting any further claims which the Seller may have against the Purchaser.

2.5. Limitation of Liability

2.5.1 The Purchaser agrees that the Seller not be liable for loss of expectation of profit, or any indirect special or consequential damages as a result of any failure to execute any of its obligations relating to the sale of the Equipment. The Seller's liability, on any other claim for loss arising out of the sale or repair of the Equipment or any failure of the Equipment or any element thereof shall not exceed the net unit price, exclusive of any taxes, duties or transportation cost of the Equipment or that part of the Equipment involved in such claim for loss, whichever is the lesser.

2.6. Prices and Payment Terms

2.6.1 Prices are valid for the period set out in clause 1.1 of this bid document. Price adjustment clauses, if provided at the time of quotation, are incorporated into this Agreement.

2.6.2 Unless otherwise specified in writing by the Seller, prices quoted do not include federal, provincial, state, local or any other taxes, charges, levies and duties (hereafter collectively called “the Taxes”), and if same are applicable, the Purchaser agrees to promptly pay the taxes.

2.6.3 Where there shall be any change in the Taxes after the date of submission of the Seller’s tender or quotation and applicable to the Equipment, the Purchaser agrees that the payment to the Seller shall be adjusted to reflect such change.

2.6.4 The Seller has the right to adjust prices for any changes authorized by the Purchaser after acceptance of the order for the Equipment.

2.6.5 The Purchaser agrees to pay the Seller's price for the Equipment, plus Taxes, as set out on the Seller's invoice, directly to the Seller's Facility, upon receipt of the Seller’s invoice. Where the Purchaser shall fail to make such payment within thirty (30) days of such receipt, the Purchaser covenants to pay interest on such amount not paid at the rate of one and one-half percent (1.5%) per month to accrue from the date of the invoice until payment in full is made.

2.7. Payment schedule

- The project payment terms are:
- 25% net 30 days at submission of first set of Drawings for approval.
- 35% net 30 days at time of receipt of Core Steel and Winding Conductor at our works.
- 30% net 30 days at time of successful completion of testing at our works.
- Balance 10% payment after the final acceptance, but not to exceed 30 days after delivery.

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2.8. Cancellation

2.8.1 Cancelation charges as a percentage of total price to be paid to Seller, relative to project milestones.

- Ordered..... 5%
- Engineering Designs Complete 20%
- Materials Ordered 40%
- Tank Fabrication Started..... 50%
- Winding Complete..... 75%
- Vapour Phase Completed or Later 100%

2.9. Delays

2.9.1 Except in the case of Force Majeure, if Purchaser has incurred liquidated damages due to a delayed delivery solely attributable to the negligence or willful act of Seller, Purchaser shall be entitled to claim from Seller, as compensation for and in full aggregate amount shall not exceed the lesser of the following amounts:

a) 0.5% per week to a maximum of 5% of the purchase price of the unit, the delivery of which has been delayed; and
b) The actual liquidated damages suffered by Purchaser.
c) No harm no foul

2.10. Taxes

2.10.1 PTI is not registered to collect taxes in the USA and Purchaser must self assess and pay any applicable federal, state, local or other applicable taxes.

2.11. Delivery Lead Time

2.6.1 Q2,2026 (units spaced 4 weeks apart), Subject to Prior Sale and confirmation at time of order.

2.12. Drawing lead time

2.8.1 Drawing package will be submitted approximately 50 -60 weeks prior to ship date, to be confirmed at time of order.

2.13. Insurance

2.13.1 Please refer to Section 7 OTHER REQUESTED PROPOSAL DOCUMENTS - Certificate of Insurance

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SECTION 3: TECHNICAL DATA

Exhibit D **CONTRACT# ELE/230196**

PROPOSED RATINGS AND GUARANTEED LOSSES

Manufacturer:	PTI Transformers LP
Location of Plant:	Winnipeg, Manitoba

Guaranteed losses for Autotransformer 230 KV-67KV, as described in Exhibit B - Technical Specifications included in the proposal, are as follows:

All losses are for the basic transformer at the MVA rating indicated, on "Neutral" LTC position and 230,000 volt no-load tap position, are to be stated "per transformer". Losses are to be for the basic transformer unit only and are not to include load tap-change equipment or other voltage regulating equipment.

Guaranteed No Load Loss, 105 MVA, LTC at N	51 KW guaranteed
Guaranteed Load Loss, 105 MVA, LTC at N	182 KW including LTC reactor guaranteed 171 KW without LTC reactor approximate
Guaranteed Load Loss, 105 MVA, LTC at 4 Raise	183.4 KW including LTC reactor calculated
Guaranteed Load Loss, 105 MVA, LTC at 5 Raise	183.7 KW including LTC reactor calculated
Approximate Power Required by Cooling Equipment, 140 MVA (watts)	1080W
Approximate Power Required by Cooling Equipment, 175 MVA (watts)	2268W

Approximate Dimensions (inches); see Sheet 3 (Figure AA-2):
"A" and "B" are as measured from the centerline of the H2 bushing
"E" and "F" are without radiators and with other normally demountable equipment removed.

A	250"	B	196"	C	128"
D	150"	E	309"	F	142"

D - 1

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"H" is height of tank without bushings; "M" is to top of HV bushings; "T" is to highest point above grade, either bushing or lightning arrester	H 155" M 291" T 291"
High Voltage Phase Spacing (inches)	See drawing
Low Voltage Phase Spacing (inches)	See drawing
Approximate Weights (pounds)	365,914
Core and Coils/ Tank and Fittings	74,184 Kg / 44,482 Kg
Liquid	55,136 L (12,128 gallons)
Total Weight / Shipping Weight	165,977 Kg / 100,506 Kg

Description of Core and Coil Design: 3 leg core type, Winding layout- TV Helix -LTC Helix - CV Disc- SV Disc-DTC Helix

Load Tap Changer (LTC): The LTC proposed to be furnished as an integral part of the Autotransformer will have the following characteristics.

LTC Manufacturer	MR
LTC Model Identification	RMVII 2000 69kv
LTC Transition Impedance Type	Reactor Type
LTC Arc Interruption Method	Vacuum interrupters
LTC Drive Mechanism Type	MD-III
LTC Continuous Current Rating	2000 A
LTC Ratio of Series Transformer (if any)	N/A
LTC Operations before Initial Maintenance	500000
LTC Guaranteed Operations Total Life	500000

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Radiator Manufacturer	Menk, USA	
Cooling System Fan (Pump) Motor Manufacturer/ Type	Krenz, USA	
Fan (Pump) Motor hp / First Stage Quantity	1/3 hp fan	10
Fan (Pump) Motor hp / Second Stage Quantity	1/3 hp fan	20
Current Transformer Manufacturer	POLY CAST	
Maximum CT Quantity in HV Space	6	
Maximum CT Quantity in LV Space	11	
Maximum CT Quantity in Tertiary Space	2	
	High Voltage:	Low Voltage:
Bushing Manufacturer	Hitachi (ABB)	Hitachi (ABB)
Bushing Type / Designation	Oil Condenser	Oil Condenser
Permissible safe cantilever loading (lb)	IEEE	IEEE
Lightning Arrester Manufacturer	Copper or Equivalent	
High Voltage Lightning Arrester Type	Station Class	
Low Voltage Lightning Arrester Type	Station Class	

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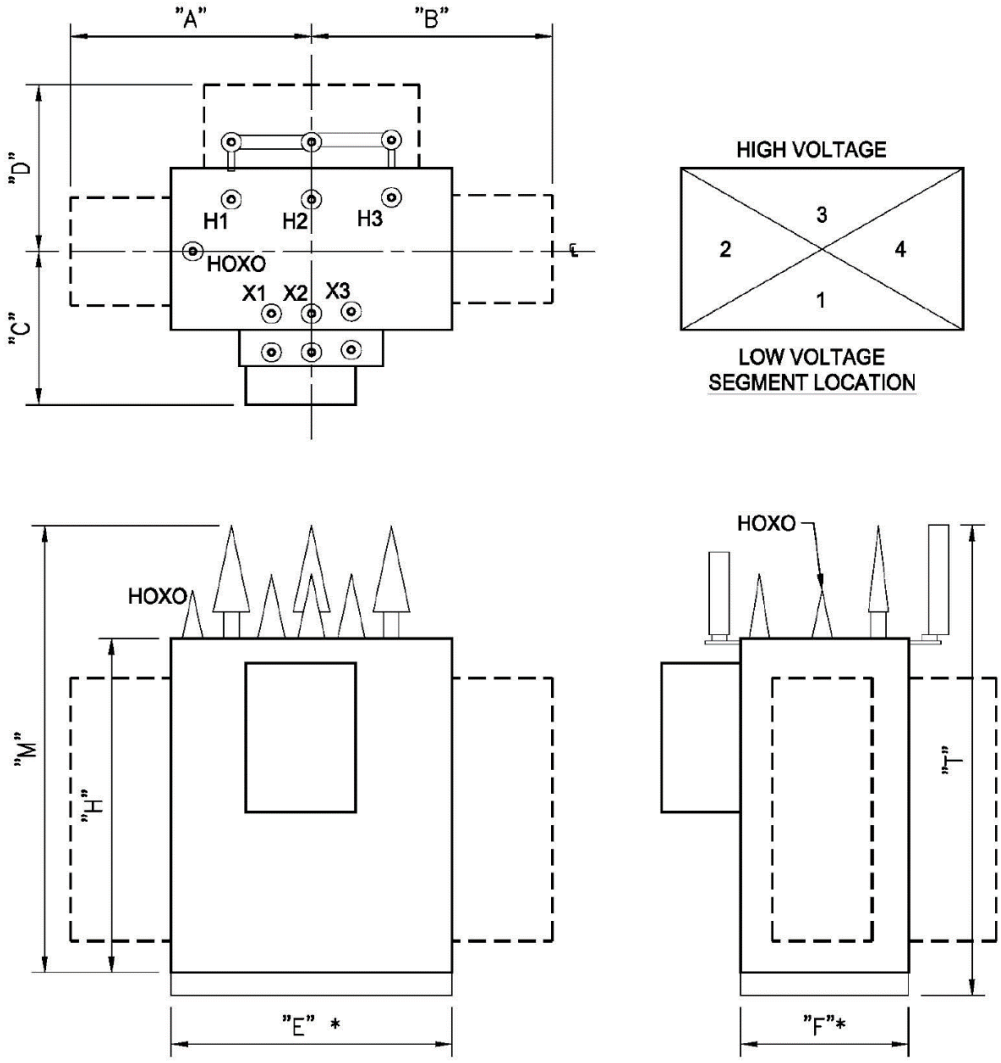
(Figure AA-2)



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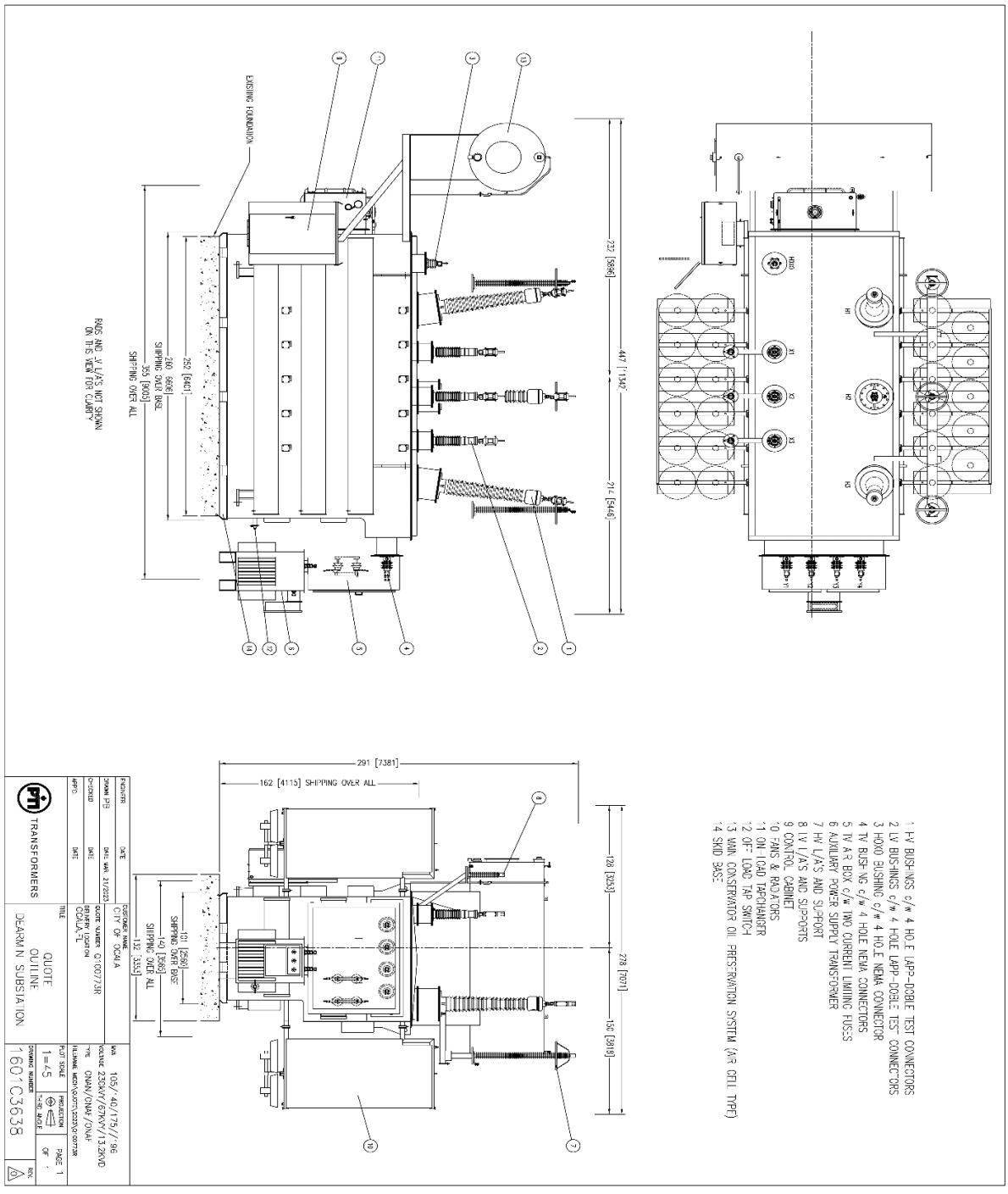
Outline Drawing



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SECTION 4: NOTES, DEVIATIONS & CLARIFICATIONS

General Technical Comments

Technical specification:

1.06 Short circuit capability:

Refer to write up. Short circuit test is not included as test facility not available in North America. Details of calculated stress and strength will be provided during order stage.

2.04 B Winding clamping system:

We have proven, robust clamping system consisting of Hollow structural steel clamps with external tie-rods. If dynamic clamping system is desired, it can be provided at a price adder

2.06 B 4) LTC winding:

LTC winding will be multi start winding wound on separate cylinder.

With LTC on LV line end and using RMV II tap changer, we have used non linear resistors across LTC to control the transients in order to keep LTC to ground impulse level <400kV which is the limit for RMV tap changer.

Windings of preventative auto will be our proven circular multilayer type.

2.07 C Thermal:

We confirm operation at full MVA at 40C for 12 hours. The insulation life for a day will depend on load profile and ambient over 24hour period. There will be no loss of life if the average ambient in a day does not exceed 30C.

2.08A: Surge arresters:

We have considered Cooper make arresters

3.03 Auxiliary power transformer:

We strongly recommend using dry type bushings for horizontal application. We have considered Moser Glaser (Swiss) make dry type bushings for main unit TV in the enclosure for connecting to auxiliary transformer.

Details of auxiliary transformer, protection etc., to be discussed at pre order stage

Parallel operation:

The 2 units are suitable to operate in parallel with each other.

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General specification:

2.04: Oil preservation:

Considering 230kV class unit, we have included conservator design with air-cell and breather to prevent moisture ingress in oil.

Transformer life:

As per IEEE when using thermally upgraded paper, for 65C average winding rise, 80C hotspot rise, the insulation life is 180000 hours (20.5 years). Higher life is possible depending on ambient and loading conditions.

GIC capability:

GIC is not critical for 3 leg core design, so detailed calculations are not needed. However, if detailed calculations are required, it can be performed at a price adder.

Bushing replacement:

Depending on specific design, it may not be possible to replace bushings without removing oil from the unit for safety considerations. Details can be discussed during order stage.

Tank construction:

Refer to Section 5 - Profile Sheet

Paint:

Refer to “Required Documents” file – Paint Specification

Seismic capability:

For designing for specific seismic level, we would need Seismic qualification levels, as low, moderate or high as detailed in IEEE 693. Only ground response details are not adequate to determine this. If specific qualification levels are not given, we would consider the level as low.

If specific qualification level is given (Low, Moderate or high), calculations will be done by PTI designers and approved by Professional Engineer at PTI. For bushing capability, we would check with suppliers and if any additional cost for meeting Seismic withstand, same can be discussed at the order stage.

If detailed seismic report is needed, it will be at a price adder

Connections/Joints:

Joints within the winding will be brazed. Joints between winding to leads & leads to LTC/bushing connectors will be crimped. Brazing for such leads are done only when the crimp capability is exceeded.

Tests:

Induced test with PD measurements will be performed as per IEEE/CSA standards as applicable. The test levels will be as per the standards and the preferred measurement is only pico-coulombs as they are more reliable to assess healthiness of internal insulation. Limit will be 250pC during the one-hour test

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Sound level:

Unless otherwise specified, the guaranteed sound level is Sound pressure at No load without fans and at no load with fans. Tests will be performed for these conditions. Sound power will be calculated when specified. Sound level under load will be performed only when specified. Octave band measurements will be performed only when specified. Additional price if any will be in the quote.

External clearances:

Unless otherwise specified, external air clearances for bushings will be based on IEEE/CSA standards. For Surge arresters, the air clearance will be based on supplier recommendations.

Gasket Material:

Unless otherwise specified, the gasket material supplied will be Nitrile with a temperature range -54° to + 104° C (-65° to +220 ° F). O-Ring gaskets in machined grooves are used on circular openings, with flat gasket material inside metal gasket stops on rectangular openings.

For special requirements/or at additional cost we can supply Florosilicone gaskets with a temperature range of -57° to + 232° C (-70° to +450 ° F).

Gas Collection Configuration:

Unless otherwise specified, bushing turrets are fitted with internal gas deflectors to avoid the need for gas piping between the turrets and the GRD pipework. This also improves safety when working on the cover many pipe connections on cover are avoided.

Core/Clamp Ground:

Unless otherwise specified, the core assembly and the clamp assembly ground connection cables are each brought out through a 1.2kV/30kV BIL bushing and grounded externally with a removable cable to facilitate testing.

Neutral grounding:

For neutrals which are meant to be solidly grounded, we strongly recommend that the bushing neutrals are grounded to the station ground (not to tank). When specified, such neutrals will be brought down using copper bus supported on 5kV support insulators.

Lightning/Surge arrester grounding:

Based on supplier recommendations, Lightning arrester when practical, will be grounded to cover/top of tank to have minimum ground cable length. If arrester is on a separate structure like in mobiles, cable will be brought down to connect to station ground. For arresters with counters, the insulator size will match to supplier recommendations. The grounding cable will be of size 4/0, 600V rating.

DGA limits:

Unless otherwise specified, DGA limits will be as per C 57.130

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Conduits:

We would provide Aluminum conduits which are light weight and corrosion resistant.

CT wires:

CT wires will be size #10. Any bigger size will involve price adder

DGA/LTC controller settings:

When the above all supplied with the transformer, these will be in the default factory settings. The units can be programmed for site specific conditions if required at a price adder. To facilitate this, device settings would need to be supplied at least 4 weeks prior to the test date.

SECTION 5: MANUFACTURING DETAILS

PROFILE SHEET

TRANSFORMERS

COMPANY PROFILE ◊ PTI TRANSFORMERS LP

PTI is a **Canadian family-owned business that is financially sound**. PTI began, in 1989, as a small maintenance and repair shop and currently employs more than 330 people.

PTI has two (2) transformer facilities one (1) of which is located in Regina, Saskatchewan and one (1) in Winnipeg, Manitoba.

The Winnipeg, Manitoba, facility, **called PTI Transformers LP,** was purchased under a fixed asset deal in November 2015 from CG Power Systems Canada Inc. which included design technologies up to 525 kV and HVDC technology. The facility manufactures medium and large power transformers up to 750 MVA top rating, with primary voltage up to 525 kV and mobile substation up to 100 MVA ODAF, and primary voltage up to 230 kV.

PTI Transformers operated previously under brand-names CG Power Systems Canada, Pauwels and Federal Pioneer. The facility is known in the industry for having a very reliable **core designs** with an in-field failure rate that is **less than 0.01%**.

The 200,000 sq. ft. facility is state-of-the-art with environmentally controlled critical areas, such as the winding area and insulation area.

PTI Transformers is ISO 9001:2008 and ISO 14001:2004 certified.

The Regina facility manufactures liquid filled distribution, small and medium power transformers up to 40 MVA top rating with primary voltage up to 138 kV.

PTI, Regina, is ISO 9001:2008 certified.

PTI, Regina facility, developed a "Portable Outdoor Distribution Station", called POD's, through 145 kV, which allows our customers to significantly reduce construction and installation costs compared to building a conventional substation.

PRODUCT RANGE:

- ◊ Substation transformers
- ◊ GSU transformers
- ◊ Auto-transformers
- ◊ Phase shifting transformers
- ◊ Mobile substation transformer

- ◊ Primary voltage up to 525 kV
- ◊ Primary voltage up to 230 kV for mobile substations

- ◊ Up to 750 MVA top rating
- ◊ LTC & DETC

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PROFILE SHEET

COMPANY PROFILE ◊ CORE COMPETENCY

The PTI Transformers medium and large power transformers as well as the mobile substations are designed and manufactured to meet or exceed the customer expectations while complying with the applicable industry standards.

All option and special features are incorporated into the original design per customer's specification.

LTC & DETC design is available as well as ONAN, ONAF, ODAF and ODWF cooling.

All standard accessories as per customers' specification are included.

Transformer Type	Rating*	Voltages		Phase
		HV	LV	
Substation transformers	Up to 750 MVA	Up to 525 kV	Up to 69 kV	1 or 3
Auto transformers	Up to 750 MVA	Up to 525 kV	Up to 345 kV	1 or 3
Generator Step-Up Transformers	Up to 750 MVA	Up to 525 kV	Up to 34.5 kV	1 or 3
Mobile substations	Up to 100 MVA	Up to 230 kV	Up to 115 kV	3

* Rating is top rating

PRODUCT RANGE:

- ◊ Substation transformers
- ◊ GSU transformers
- ◊ Auto-transformers
- ◊ Phase shifting transformers
- ◊ Mobile substation transformer

- ◊ Primary voltage up to 525 kV
- ◊ Primary voltage up to 230 kV for mobile substations

- ◊ Up to 750 MVA top rating
- ◊ LTC & DETC

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PROFILE SHEET

COMPANY PROFILE ◊ LONGEVITY OF TRANSFORMERS THROUGH PD CONTROL

Utilities value assets, network reliability and safety. It is for this reason that **PTI Transformer's design and manufacturing of utility grade transformers**, (substation power transformers, auto-transformers and GSU transformers), are focused on having an **unmatched low partial discharge (PD) of less than 25pC, when subjected to the induced voltage test per IEEE standard C57.12.00 and C57.12.90.**

These IEEE standards prescribe a PD level of lower than 500pC. An upcoming reduction of allowable PD level to 300pC, is already being reflected in most of the utilities' specifications. This future acceptance level, i.e. 300pC, has long been adopted by PTI Transformers as **its internal manufacturing PD limit** for all power transformers manufactured.

PD is a major contributing factor in the degradation of any power transformer insulation, which ultimately leads to reduction of life expectation and ultimately to transformers failure, furthermore leading to a reduced grid reliability.

PD is an electrical discharge or spark that bridges a portion of the insulation between two conducting electrodes. It can occur at any point in the insulation system, where the electric field strength exceeds the breakdown strength of that portion of the insulating material. PD can occur in a gaseous, liquid or solid insulating medium. It often starts within gas voids; such as voids in insulation or bubbles in transformer oil. Protracted partial discharge can erode solid insulation and eventually lead to breakdown of insulation.

Testing PD as a standard practice, by all means, provides clear evidence that the transformer is fit for installing in a way that is not likely to lead to failure and will contribute to longevity.

Once PD activity is present, even if it is intermittent, damage will **always increase over time**, unless the cause of such source is corrected. The process of deterioration can propagate and develop, until the insulation is unable to withstand the electrical stress, leading to breakdown. PD activity is a clear indication that the transformer's insulation is deteriorating in a progressive manner, which will eventually result in it being unable to withstand the electrical stress, leading to insulation breakdown which may result in a catastrophic failure and finally lead to outages.

PD can usually be prevented through careful design and material selection. In critical high voltage equipment, the integrity of the insulation is confirmed using PD detection equipment during the manufacturing stage as well as periodically through the equipment's useful life. PD prevention and detection are essential to ensure reliable, long-term operation of high voltage equipment used by electric power utilities.

PTI Transformers, with decades of designing and manufacturing high voltage power transformers, has the necessary expertise in designing PD-free transformers, detecting and measuring PD activities.

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PTI Transformers measures PD on **all power transformers it manufactures;** therefore, supplying specific untapped value to our customers and contributing to the **network reliability and safety**.

Measuring PD on a regular basis is important and is key, however, PD control starts with good design criteria for PD free condition, such as the limits for averaged and point stress (i.e. Weidmann criteria), avoiding sharp electrodes for each specific voltage class and capability to analyze complex geometries using 2D and 3D electric field solvers. Hence these are stringent design criteria that must be present at the manufacturer and more specifically in the manufacturing space itself. This must be considered when purchasing the transformer and should be questioned at time of evaluation.

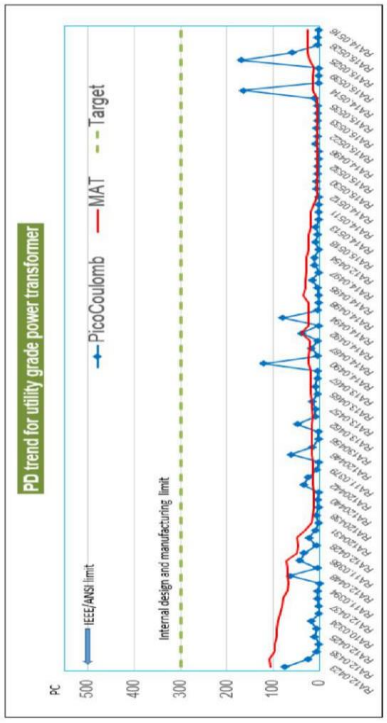
A PD-free design is not only driven by design, but also through stringent quality control of insulating materials, workmanship, cleanliness of work environment and moisture control in the manufacturing processes.

As indicated previously, power transformers are subjected to the induced voltage test per IEEE standard C57.12.00 and C57.12.90. with PD measurement prescribed.

Notwithstanding these standards **and self-imposed minimum PD levels**, the quality of our design guarantees longevity through even more stringent control of PD level on all power transformers manufactured.

Over the past recent period of one-hundred (100) transformers manufactured at PTI's Winnipeg facility, 90% tested at PD levels of less than 50pC, of which, the majority (94%) tested at 25pC or less.

The graph on the right demonstrates the results discussed in this profile sheet.



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PROFILE SHEET

ENGINEERING INNOVATION ◊ 300 YEARS OF CUMULATIVE EXPERIENCE

PTI Transformers Engineering team has over 300 years of cumulative experience in design and development of transformers PTI Transformers is always very active in working together with lead customers on the development of new solutions in large power transformer engineering.

The progress in this area was achieved through:

(i) Pro-active **interpretation of customer's specification**, looking for most economical solution for the customer. As example – the customer was looking for design of a spare GSU for a few locations with different LV voltages and same HV voltage; the original specification called for reconnectable LV winding which at 600MVA power rating would extremely impractical; instead we proposed and developed with MR , Germany a new multi-position de-energized switch for HV side, which allowed to generate all required ranges of HV voltage with different supply voltage at LV terminals (with variable flux design) – see reference [5]

(ii) **Common research** with a power utility, also through University of Manitoba, Winnipeg, MB and Poznan University of Technology, Poland – see e.g. [2, 3, 6.7] Example - Study of transformers' operational problems with moisture ingress - see [4]

(iii) **Publication of recent achievements** in conference papers or international journals – see [1-14]

(iv) Participation in international **standardizing organizations** (IEEE, IEC) to promote implementation of solutions and new materials, e.g. in IEEE Standard C57.54 IEEE Standard for the Design, Testing, and Application of Liquid-Immersed Distribution, Power, and Regulating Transformers Using High-Temperature Insulation Systems and Operating at Elevated Temperatures (CG was represented by a few persons in the IEEE Working Group providing required input related to thermal performance and implementation of high temperature materials, such as aramid paper and board)

(v) **Knowledge sharing with customers** through seminars, e.g. Weidman seminars, IEEE tutorials, customized presentations to customers

(vi) In-depth **design reviews** with customer's consultant(s) before and after award of the contract to search for cost savings opportunities
As example – PTI developed a large phase-shifting transformer with both exiting and series units housed in one tank – this reduced the footprint of the unit in the station, simplified transport and allowed for easier operation of the unit – see ref. [8-9].

(vii) Contribution to development of **integrated design solution** to achieve optimized design with transient, thermal and short circuit strength verification

(viii) Expertise to design and manufacture **design solutions to special requirements of customer** like Mobile substations up to 230kV class, HVDC converter transformers, units with dual LV in zig-zag connection, GSU unit with 500kV-230kV reconnection, Universal spare GSU units with different LV voltages, Phase shifting transformers

(ix) **Collaborative design solutions** for site operation, e.g. Reverse power flow studies

References – selected literature on research performed by PTI Transformer LP:

1. W.Ziomek TRANSFORMER ELECTRICAL INSULATION (Editorial), IEEE Transactions on Dielectrics and Electrical Insulation, Vol.19, No6, December 2012

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2. W.Sikorski, K.Siodla, W.Moranda, W.Ziomek LOCATION OF PARTIAL DISCHARGE SOURCES IN POWER TRANSFORMERS BASED ON ADVANCED AUSCULTATORY TECHNIQUE, IEEE Transactions on Dielectrics and Electrical Insulation, Vol.19, No6, December 2012
3. K.Ludwikowski, K.Siodla, W.Ziomek INVESTIGATION OF TRANSFORMER MODEL WINDING DEFORMATION USING SWEEP FREQUENCY RESPONSE ANALYSIS, IEEE Transactions on Dielectrics and Electrical Insulation, Vol.19, No6, December 2012
4. T.Kalicki, W.Ziomek MOISTURE IN HIGH VOLTAGE POWER TRANSFORMERS IN SERVICE, Spec. Edition of Journal ELEKTROTECHNIKA, Warsaw, Poland, 2010
5. K.Vijayan, W.Ziomek, J.Tennant UNIVERSAL SPARE GSU TRANSFORMER FOR ONTARIO POWER GENERATION INC OF CANADA, Conference TRAFOTECH 2010, India
6. W.Ziomek, W.Sikorski, K.Siodła, P.Staniek, E.Kuffel, LOCATION AND RECOGNITION OF PARTIAL DISCHARGE SOURCES IN A POWER TRANSFORMER USING ADVANCED ACOUSTIC EMISSION METHOD, Spec. Edition of Journal ELEKTROTECHNIKA, Warsaw, Poland, 2008
7. S.N.Fernando, M.R.Raghuveer, W.Ziomek OPTIMAL WAVELET SELECTION TO IDENTIFY FAULTS DURING IMPULSE TESTS, 2006 IEEE Conference on Electrical Insulation and Dielectric Phenomena, Oct. 2006, pp.77-80
8. W.Ziomek, K.Vijayan, W.Felber DEVELOPMENT OF PHASE SHIFTING TRANSFORMERS AT PAUWELS CANADA, Spec. Edition of Journal ELEKTROTECHNIKA, Warsaw, Poland, 2006
9. W.Ziomek, K.Vijayan, J.C.Garcia, W.Felber DEVELOPMENT OF PHASE SHIFTING TRANSFORMERS FOR SCOTTISH SOUTHERN ENERGY, Conference TRAFOTECH 2006, India
10. W.Ziomek, E.Kuffel, DESIGN OF INSULATION SYSTEM FOR LARGE POWER TRANSFORMERS, Spec. Edition of Journal ELEKTROTECHNIKA, Warsaw, Poland, 2004
11. S.N.Fernando, M.R.Raghuveer, W.Ziomek DETECTION OF TEMPORARY FAULTS DURING IMPULSE TESTS USING WAVELETS, IEEE Conference on Electrical Insulation and Dielectric Phenomena 2003, Annual Report 2003, pp.478-481
12. W.Ziomek, E.Kuffel, GAS INSULATED POWER TRANSFORMERS, Spec. Edition of Journal ELEKTROTECHNIKA, Warsaw, Poland, 2002
13. K.Siodla, W.Ziomek, E.Kuffel, THE VOLUME AND AREA EFFECT IN TRANSFORMER OIL , Conf. Record of the 2002 IEEE International Symposium on Electrical Insulation, Boston, USA, April 7-10, 2002
14. Kuffel E. Kuffel P, Ziomek W, NELSON RIVER HVDC POWER SYSTEM IN MANITOBA, Proc. of V Symposium on High Voltage Engineering, 19-22 May, 2000, Poznan-Kiekrz, Poland

PRODUCT RANGE:

- ◊ Substation transformers
- ◊ GSU transformers
- ◊ Auto-transformers
- ◊ Phase shifting transformers
- ◊ Mobile substation transformer

- ◊ Primary voltage up to 525 kV
- ◊ Primary voltage up to 230 kV for mobile substations

- ◊ Up to 750 MVA top rating
- ◊ LTC & DETC

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PROFILE SHEET

COMPANY PROFILE ◊ ENGINEERING

At PTI Transformers we realize that the design of power transformers, with primary voltage through 525 kV, requires a very high level of expertise which we have in-house

Our senior engineers are members of the IEEE and are active at various IEEE transformer working groups or committees and are experts on NEMA, IEEE/ANSI, CSA and IEC standards.

Our transformers are designed to the specifications and applications as per our customers' request.

Through special in-house developed software, we optimize every transformer in relation to labor and current material cost and loss evaluation together with eventual noise level restrictions imposed. We evaluate transformer behavior during short-circuit conditions, as well as the analysis of specific areas where high electrical stresses can occur during normal transformer operation. Part of our design verification is hinged on the calculation of distribution of voltage stresses during lightning impulse and switching surge conditions.

Should seismic calculation and withstand be required we can provide static or dynamic design evaluation to ensure the transformer will withstand the specified customer requirement.

The PTI Transformers LP engineering staff, entails a group of twenty-six (26) full-time engineers having a total of 336 years of experience.

Our engineer staff, members of the IEEE and CIGRE organization, are using robust and proven designs philosophies which in turn translates in an ultra-low in-filed failure rate of less than 0.01%. We are using 3D fabrication drawings to further reduce the first pass yield to industry standards.

Department	# of people	Avg. seniority	Total seniority
Mechanical engineering	14	13.33	186.62
Electrical engineering	10	6.29	62.90
Engineering management	2	43.50	87.00
Total years	26		336.52

Our senior engineers are well respected in the North American transformer market, below their biography:

Dr. Waldemar Ziomek – Engineering R & D Manager

Waldemar started in 1997 with Pauwels Canada Inc. as a design engineer and became in 1999 their Engineering Manager through 2014. Today, due to his vast experience he is the **Engineering R&D Manager at PTI Transformers.** He as a PhD, in EE, from the Poznan University of Technology specialized in Electric Power and High Voltage Engineering, as well as a MSC degree in Electric Machines and Apparatus.

As Manager of Engineering he designed the insulating structures as well as supervised designs and the manufacturing of 500+ power transformers between 1999 and 2014; entailing substation transformers, generator step-up transformers, auto-transformers, phase shifting transformers, and HVDC transformers. Although, PTI Transformers LP is not manufacturing transformers with a primary voltage up to 765 kV, he was part of the 765 kV development team.

He published over sixty (60) papers for various organization or institutions such as CIGRE and IEEE, this concerning

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transformer insulation, vacuum insulation systems, gaseous dielectrics and discharge recognition methods.

He is a current member of the IEEE Power Engineering Society, Transformer Committee, IEEE standards association, CSA and CIGRE.

Currently he is also Adjunct Professor at the University of Manitoba.

Krishnamurthy Vijayan – Engineering Manager

From 1981 through 1989, Vijayan was the Senior Electrical Design Engineer at Crompton Greaves Ltda., India. From 1998 through 2001, he was the Engineering Design Manager at Crompton Greaves Ltda., India. He immigrated to Canada in 2001 as Senior Electrical Design Engineer for Pauwels Canada Inc./CG Power Systems Canada Inc. Vijayan was promoted to Head of Electrical Engineering with CG Power Systems Canada Inc. and promoted as Engineering Manager in 2014.

He has a Master of Engineering with specialization of High Voltage Engineering from the reputed University, Indian Institute of Science in India.

Although, PTI Transformers LP is not manufacturing transformers with a primary voltage up to 765 kV, Vijayan was part of the CG Power Systems, Hungary, 765 kV development team. He was also part of the development team for 1200kV auto-transformer by the CG group.

He was directly involved in the electrical design of 420 kV shunt reactors, 750 MVA top rating 3 ∅ auto-transformers, 200 MVA 1 ∅ generator step-up transformer, 650 MVA 3 ∅ generator step-up transformer, 200 MVA 3 ∅ phase shifting transformer as well as a 600 MVA 3 ∅ universal generator step-up transformer and not to forget the development of a 3 ∅ 230 kV mobile substation transformer.

He published over twelve (12) technical papers for various organization or institutions such as CIGRE and IEEE, this concerning Shunt reactors, Phase shifting transformers, Universal spare GSU transformers, Mobile substation, Smart transformers and Geomagnetic induced currents in transformers.

In short, Vijayan has over thirty-eight (38) years of large power, transformer, EHV shunt reactor, phase shifting and mobile transformer experience.

PRODUCT RANGE:

- ◊ Substation transformers
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- ◊ Phase shifting transformers
- ◊ Mobile substation transformer

- ◊ Primary voltage up to 525 kV
- ◊ Primary voltage up to 230 kV for mobile substations

- ◊ Up to 750 MVA top rating
- ◊ LTC & DETC

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PROFILE SHEET

COMPANY PROFILE ◊ QUALITY MANAGEMENT SYSTEM

PTI Transformers LP is ISO 9001:2008 **certified** for **"power transformers up to 1,000 MVA, with a primary voltage class up to 765 kV and mobile transformers"**.

Our quality philosophy is:

- To provide best in-class power systems of exceptional quality and productivity
- To be a customer-focused organization through the translating customer requirements into world class power systems
- To foster a creative work environment that promotes employee innovation, development, and engagement
- To continue improve our operations, systems and productivities
- To develop and sustain and exceptional supply chain network that delivers quality products and services every time, through a mutual beneficial customer supplier relationship

On a periodically basis, as prescribed by the quality manual, reviews at the level of management are made to evaluate key performance factors related to the quality policy and quality objectives, which are shared through the organization in words and in action. This review process is described in detail in the controlled quality manual and this for all level of the organization; hence we are truly a made-to-order organization. Not only do we focus on in-house control PTI Transformers, through internal audits, customer satisfaction is of paramount importance and is the primary responsibility of each employee; hence on regular basis customer surveys are conducted to analyze the effectiveness of our quality management systems.

Each of all quality management processes are monitored and measured by the respective process owners through through their selected Key Performance Indicators (KPI's). Process owners must select KPI's that allow them to monitor their process or department's performance, and to be able to react where corrections or improvement are required to adhere to adhere to the quality objectives set. Measurement of success and failure is contribution to PTI Transformers LP success as a first-class large power transformer supplier.

The success of PTI Transformer's quality process control is hinged on the following corner-stone procedure; and these are:

- **Control of documents procedure** – to establish and maintain a process for review, approval, distribution and control of all essential documents related to ISO 9001 Quality Management Systems (QMS) and ISO 14000 Environmental Management System (EMS).
- **Sales procedure** – to establish and maintain a process for all request for quotations within the organizations and provide guidance of execution though flow chart control.
- **Design procedure** – to establish and maintain a process for all quotation design with the design tools in place through flow chart control.
- **Manufacturing procedure** – establishes a well-documented manufacturing procedures and work instructions for all of our fabrication and manufacturing processes, including collection of relevant manufacturing data.
- **Contract administration procedure** – to establish and maintain the contract administration function within the organization and to provide guidance through flow-chart control.
- **Scheduling procedure** – to establish and maintain a process for scheduling through the organization and at all levels of the organization and to provide guidance through flow-chart control.

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- **Design-to-order procedure** – to establish and maintain a design process for transformers orders within the engineering department and to provide guidance through flow-chart control.
- **Manufacturing procedure** –
- **Inspection and testing procedure** – to establish and maintain a process for inspection and testing process for all products manufactured at PTI Transformers LP
- **Getting ready for transportation** – to establish and maintain a process for testing the product and all associated parts and preparing it for shipment to defined location as specified in the customer's contract.
- **Shipping and invoicing** – to establish and maintain a process for shipping and invoicing for the product manufactured by PTI Transformers LP.

PTI Transformer's objective is well defined in our QMS and are solely related to ensure that the **manufactured products perform safely and reliably, meeting the requirements specified by its customers and providing excellent life cycle value; while considering that for the most part people are driving the quality of organization and products supplied.**

Therefore, we measure success and failure within the PTI Transformers organization as defined in the QMS manual, these are:

- **Continual improvement** – to establish and maintain continual improvement processes throughout the organization
- **Preventative action** – to establish and maintain a process to induce preventive action processes throughout the organization to identify and eliminate the causes of potential nonconformities to prevent their occurrences
- **Control of non-conformances** – to establish and maintain as process for identification, segregation and disposition of non-conformances of the product manufactured to further prevent its unintended use of delivery

The continual improvement processes include the monthly measurement of:

- First pass yield
- In-field failures
- Cost of poor quality (COPQ) as a percentage of net sales
- Efficiency in production as a measure of throughput time
- EHS
- Quality of supply
- Inventory control

The PTI Transformers QMS and EHS program is geared towards safe operation of the product manufactured as customers are depending on high quality products to contribute greatly to the stability of their grid system in various shapes and forms. Indeed, the PTI Transformers power transformers are in fact an investment in our technology that needs to be secured for decades. Our customer's investment is secured through our processes implemented therefore inducing consistent quality of the product and its vital parts.

PTI Transformers LP does not compromise on quality; this through systems put in place and rigorous acceptance testing which ultimately has resulted in an "in-field failure rate of less than 0.01%".

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- ◊ Mobile substation transformer

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- ◊ Primary voltage up to 230 kV for mobile substations

- ◊ Up to 750 MVA top rating
- ◊ LTC & DETC

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PTI TRANSFORMERS

PTI TRANSFORMERS — PROFILE SHEET

COMPANY PROFILE ◊ WINDINGS

Windings are of the circular concentric type, because this shape results in the highest short-circuit strength and provides excellent cooling performance with natural or forced oil flow. The copper conductors are paper covered magnet wire (single, twin, or triple), or continuously transposed cable and designed to optimize eddy loss and withstand anticipated short circuit forces. Low-voltage windings are made with netting tape/perforated Nomex® insulation for better thermal performance. The inner windings are designed to withstand inward radial forces based on ability of conductor to resist forces in a "free-buckling" mode. All the CTC conductors are epoxy bonded for high mechanical strength. High voltage windings are designed with special shielded windings without any joints for better impulse strength. Custom designed static rings are normally used to control the electric field at the ends of windings.

Insulation materials are made from pre-compressed boards of high mechanical and electrical strength. Insulating material is cut to size. End blocks and supporting structures are fabricated in the plant insulation shop or by PTI Transformers LP approved insulation manufacturers. All angle rings and caps are made of molded pressboard, with contoured profiles, in order to increase the dielectric withstand.

Directed oil flow is typically used to provide enhanced cooling and to limit hot spot temperatures. The oil flow washers/seals direct the oil flow in a zigzag pattern through the windings to provide effective cooling. For the units with forced cooling the oil from pumps is directed into the windings (ODAF) where oil enters through the oil holes in the bottom insulation; it is distributed through the oil reservoir into all windings, continues throughout the winding in zigzag pattern and leaves the coil assembly at the top. This system is superior to the OFAF method in which the oil is pumped into the tank, cooling only the bulk volume of oil and not the oil in the windings.
After the individual coils are wound, they are initially sized, dried in the auto clave vacuum oven, and then sized again with a clamping pressure of 600psi (4 N/mm2). Critical windings are sized under spring pressure. After drying, they are sized to the required axial height to ensure short circuit performance. The coils are combined together into the coil assembly and then completed with end insulation. The coil assembly is next compressed to ensure correct positions of all windings within the coil assembly. The Winding area has been completely refurbished to isolate the department and provide a dust free environment. Positive air pressure is maintained by filtered air make-up units to ensure that positive air flow is provided in the shop. This air flow minimizes the intake of non-filtered air through open doors etc. and ensures that air-borne contaminants are kept to a reduced to a level that will ensure a clean production environment.

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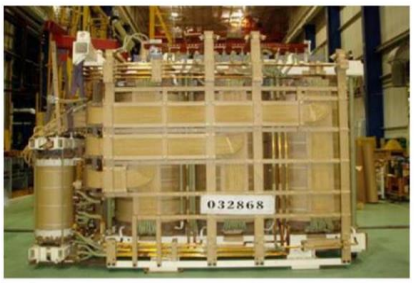
PROFILE SHEET

COMPANY PROFILE ◊ CORE & COILS ASSEMBLY



Prefabricated coil to clamp insulation is fitted on the bottom clamps prior to placing the coil assemblies concentrically on the core legs. The major insulation is usually of rigid form. It is prefabricated in a specially designated insulation area, isolated from other departments to provide carefully controlled clean and dry manufacturing and storage environment.

After the coils are lowered into place, the top pre-fabricated coil to clamp insulation is placed in position and the top yoke of core steel and box clamp are added. The coils are clamped axially by tie rods, or tie-plates, made of high tensile strength steel, as required by design. The core clamps and tie rods (or tie-plates) are designed so that the coils cannot shift during shipment and can withstand the maximum forces that may develop under short circuit conditions.

All leads and bus-bars are rigidly supported to withstand shipping and short circuit forces. Supports are made of high density pressboard with specially developed fiber-glass reinforced epoxy hardware.

All steel projections are located in areas of low electrical stress and, where necessary, high voltage leads are insulated using contoured insulation or shielded by metal tubes to minimize the local electrical stresses. The core & coils assembly is thoroughly inspected before it goes into the vapor phase process.

During the manufacture of HVDC units, a clean room is utilized to minimize the opportunity for active part contamination. The structure is erected in the assembly area and positive air flow provided through portable air filters. Employees are required to dress in lint free coveralls and entrance to the area is controlled and limited only to employees involved in the project and fully compliant with clean room procedures.

PTI Transformers LP core and coils are of robust quality and design, which ultimately has resulted in an "in-field failure rate of less than 0.01%".

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PROFILE SHEET

COMPANY PROFILE ◊ VAPOR-PHASE PROCESSING

Increasing quality requirements demand a more and more careful treatment under vacuum. After the initially applied technologies such as the hot-air circulation process, the vapor-phase drying process nowadays is the most efficient method to treat power transformers. At PTI Transformers LP we use a Hedrich system, 400 kW, cascade evaporator.

The completed core and coil assembly is thoroughly dried by the vapor-phase drying process to achieve the predetermined parameters, such dew point and water content in cellulose insulation (less than 0.3% moisture content in insulation).

The core and coil assembly is heated to 50C, by injecting kerosene vapor into the autoclave; afterwards the autoclave internal pressure is lowered to 35mbar for 2 hours. Then kerosene vapor is injected again and the core and coil assembly is now raised to a temperature 85C with a vacuum to 30mbar and this for 2 hours. A new kerosene vapor cycle is introduced now with the core and coil assembly reaching a temperature of 110C with vacuum to 30mbar for 2 hours. At the final heating cycle the core and coil assembly is raised to 120C and the autoclave internal pressure is then lowered to 25mbar for 1 hour. The chamber is then placed under fine vacuum; minimum end criteria for vacuum is 0.15mbar or less for a minimum of 3 hours with all other process parameters met.

The core and coil assembly must be at a minimum temperature of 115C at the end of the fine vacuum cycle and water extraction rate must be 14 g/hr/tonne. Only then these parameters together give an insulation moisture level of 0.3% or less as required.

The vapor phase is a fully automated machine with 24 hours fully automated monitoring and logging.

As the environment in the autoclave is essentially oxygen free, temperature reaching 120ºC can be utilized without damage to the insulation or loss of life.

After the core and coil assembly is removed from the autoclave, the assembly is completely retightened, while hot, to take up all shrinkage, then cleaned, inspected, and promptly tanked within the times set by design.

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PROFILE SHEET

COMPANY PROFILE ◊ TANK MANUFACTURE

Transformer tanks are constructed of mild-steel and designed to withstand normal operating conditions, application full vacuum, lifting, jacking, and skidding.

The completed tank and accessories are abrasive blasted to remove all mill scale and contaminants, and coated with a robust plural component coating system that exceeds IEEE recommended performance standards.

Adequate facilities are provided on the tank for lifting, jacking and pulling, as per CSA, IEEE/ANSI or even IEC. Openings in the cover are formed by raised flanges designed so that the fasteners do not extend through the cover. Hand-holes and/or manholes are provided for easy access to the active assembly within the tank, access to internal bushing connections etc. Tank bases are made from structural shapes or thickened base plates.

PTI Transformers is Canadian Welding Bureau certified for welding design, practices and procedures. Only CWB or AWS certified fabrication shops are employed for metal fabrication. Only AWS or CWB prequalified joints are utilized. The tank corner joint design is a tee-joint with a double fillet weld (one fillet on each side of the plate). As only CWB or AWS certified fabrication shops are employed, all welds are performed to qualified procedures by qualified welders.

The tee-joint corner design of the tanks allows for a flexible joint and increases the rupture resistance of the tank due to possible internal fault. This tank corner welding procedure has been our standard since the early 1970's and no field issues where reported with respect to tanks leaking at the corner joints.

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PROFILE SHEET

COMPANY PROFILE ◊ TESTING

Prior to shipment, all transformers manufactured by PTI Transformers LP are tested in accordance with the latest applicable IEEE/ANSI and CSA standards and customer specifications.

All industry standard and optional tests with the exception of short-circuit tests, are performed in-house at PTI Transformers LP We have well trained personnel and utilize accurate, certified and modern test equipment.

The results of all tests are provided in a certified test report.

PTI Transformers LP performs the tests as listed in IEEE/ANSI C57.12.90 and CAN/CSA-C88-M90.

The PTI Transformers LP are tested as follows:

Performance tests:

- Ratio test
- No load loss and % excitation current before and after dielectric tests
- Load loss and % impedance
- Zero sequence impedance

Dielectric tests:

- Lightning impulse test include full wave and chopped wave impulse.
- Switching Impulse
- Applied voltage test
- Induced overvoltage with partial discharge measurement (3 phase or 1 Phase)

Thermal test:

- Winding resistance
- Heat run test
- Over load heat run
- Dissolved gas analysis (DGA)
- Thermal scan on transformer tank.

Other tests:

- Insulation capacitance and power factor test on windings and bushings.
- 10 kV excitation current
- Sound level test
- Megger - Insulation resistance (IR) and polarization index (PI) of winding.
- Megger for core, clamp and ground.
- Recurrent surge test – only done on new, critical or if specified be customer.
- CT test – ratio, excitation, polarity, resistance and knee point voltage.
- On load tap changer test for rated voltage and current.
- Magnetic balance test
- Vector group and polarity.
- The control test on auxiliary equipment.

In process test:

These tests are done during the manufacturing process on core and coil assembly of transformer.

- Core insulation tests.
- Pre-lead assembly ratio test.
- Winding resistance (optional).

Prior to shipment, and upon customer's request, PTI Transformers LP can do a frequency response analysis (often referred to as FRA or SFRA) which is a powerful and sensitive method for

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testing the mechanical integrity of transformer cores, windings, and press frames, in power transformers.

SFRA creates a so-called **"fingerprint"** of the power transformer. Comparing the measurements taken at various phases or on multiple identical transformers, as well as comparing measurements with the former fingerprint of the same transformer, provide indications of any mechanical or electrical changes after the transformer has been delivered to site.

PTI Transformers recommend testing the frequency response particularly after transporting transformers and after faults at high currents have occurred and compare these with one done prior shipment.

PTI Transformers is equipped with a state-of-the-art digital impulse recording system. The Haefely-Trench impulse system (HAIS) with 16 stages impulse voltage generator of capacity 3200kV and 320 kJ, provides the most accurate analysis of impulse results available today. The electronic recording of the impulse current and voltage waveforms allows quick mathematical comparisons to be made, including the difference between the two waveforms under scrutiny. Accurate printed and plotted final results are quickly available.

For chopped wave tests, a five-stage, 15 gaps, 3000 kV multiple chopping gap is used. The PTI Transformers test bay is capable of performing lightning impulse with chopping and switching impulse tests as per customer requirement and international standards.

For induced testing, a variable voltage alternator, rated 8.66kV, 100 Amps, 3/1-phase, 50 to 240 Hz, is used and solid state speed control of the 1000 HP, DC driving motor with DC voltage 527-700 volts. In the induced potential test, partial discharge (pC) and RIV (µV) measurements are done with omicron MPD 600 High-end partial discharge measurement system with 6 channel output, it is the best partial discharge measurement and analysis equipment available across the industry.

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PROFILE SHEET

COMPANY PROFILE ◊ PACKING, SHIPPING & LOGISTICS

Medium and large power transformers by their size and weight are challenging to ship. The plant is ideally located to take advantage of both highway and rail links to major transportation arteries in North America. This allows PTI Transformers to ship transformers units to the four corners of the content. PTI Transformers has significant experience in the transportation of large power transformers which reduces the risk of transportation damage for our customer.

We are able to coordinate all of our customer's logistics requirements from a single point of contact (SPOC). PTI Transformer's shipping department can make arrangements for customer's units to be shipped by rail, track, ship or any combination. We will also coordinate the offloading of the unit at the site or storage area and moving the unit to its final location.

We use reputable specialty carries for our trucking requirements and utilize local logistics agencies to establish permits for long haul truck shipments from the plant. Our facility has a railway spur which enters the main building on the east side and allows our staff to load a transformer directly onto the railcar inside the factory.

Our shipping department transports all of the parts and spare parts for the unit to the site or a location of the customer's choosing. These parts are coordinated to meet the transformer at the site to ensure the economic off-loading of parts and the transformer at the same time.

We use the latest digital sensors and GPS technology to monitor the shipping process while the transformer is on the move. Each transformer can be equipped with digital impact monitor and/or GOS tracing system. This allows PTI Transformers LP to assess whether there were any anomalies during the shipping of the unit and whether there were any impacts that could affect the quality of the product. The GPS tracking system allows us to track the process of the unit in real time and if there are any anomalies in the impact recorder, they can be coordinated with the GPS information after the fact to determine where and when the anomaly took place.

All of the activities related to packing and shipping are controlled by written/illustrated procedures to ensure consistency and conformance to requirements. These procedures are available at the plant for audit at a time convenient to our customers.

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PROFILE SHEET

COMPANY PROFILE ◊ AFTER SALES SERVICE

PTI Transformer LP's professional service group is ready and capable to fulfill all the after sales service requirements you may have.

Our transformer service group consist of five (5) experienced technicians; fully qualified and safety certified to dress-out large power transformers with primary voltages up to 525 kV.

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PTI Transformer's service team carry-out on-site inspections, diagnostics and maintenance activities in addition to on-site refurbishments and repair work.

We have the expertise to perform all required activities on power transformers and load tap changers as follows:

- **Installations and relocations**
  - New transformer installs and testing
  - Existing transformer relocation
  - Commissioning and start-up
- **Repairs and refurbishment**
  - Radiator/Cooler replacements
  - Gasket replacement & leak repair
  - Cleaning and painting
  - LTC and DETC refurbishment
  - HV & LV bushing refurbishment
  - Control box refurbishment
- **Transformer enhancement and improvement**
  - Cooling upgrades
  - Breather upgrades
  - Controls upgrade
  - LTC & DETC upgrades
  - Gauges & probes upgrade
  - Pressure relief device conversions and ducting

In addition to providing the above mentioned services, PTI Transformers also provides OEM spare parts such as buchholz relay, radiators, WTI/OTI, fans, pumps, bushings, gauges or any other related LTC transformer accessory.

We provide on-site transformer consulting, including surveys, commissioning, internal & external transformer inspections, oil testing and training where required.

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SECTION 6: ISO CERTIFICATIONS

NSF ISR

Certificate of Registration

This certifies that the Quality Management System of

PTI Transformers LP

101 Rockman Street
Winnipeg, Manitoba, R3T 0L7, Canada

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

ISO 9001:2015

Scope of Registration:
Design, manufacture, delivery and servicing of medium and large power transformers.

ANAB ACCREDITED FOR CONFORMITY MANAGEMENT SYSTEMS CERTIFICATION BODY

IAF MEMBER OF MULTILATERAL RECOGNITION ARRANGEMENT

Certificate Number:	6G721-IS10
Certificate Issue Date:	22-APR-2021
Registration Date:	09-MAY-2021
Expiration Date *:	08-MAY-2024

Jennifer Morecraft,
Senior Managing Director

NSF International Strategic Registrations
789 North Dixboro Road, Ann Arbor, Michigan 48105 | (888) NSF-9000 | www.nsf-isr.org

Authorized Registration and /or Accreditation Marks. This certificate is property of NSF-ISR and must be returned upon request.
*Company is audited for conformance at regular intervals. To verify registrations call (888) NSF-9000 or visit our web site at www.nsf-isr.org

Certificate of Registration

This certifies that the Environmental Management System of

PTI Transformers LP

101 Rockman Street
Winnipeg, Manitoba, R3T 0L7, Canada

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

ISO 14001:2015

Scope of Registration:
Design, manufacture, delivery and servicing of medium and large power transformers.

Certificate Number:	6G721-EM7
Certificate Issue Date:	22-APR-2021
Registration Date:	09-MAY-2021
Expiration Date *:	08-MAY-2024

Jennifer Morecraft,
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*Company is audited for conformance at regular intervals. To verify registrations call (888) NSF-9000 or visit our web site at www.nsf-isr.org

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SECTION 7: OTHER REQUESTED PROPOSAL DOCUMENTS

- Certificate of Insurance
- Reference List
- US Business References
- Paint Specification
- Short circuit capability
- PTI Approved List of Vendors
- Storage Policy
- Corp Origination Chart
- Quality Plan
- Quality & Environmental Management System MANUAL
- Safety & Healthy Policy
- Inspection and Test Plan

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AON

Aon Reed Stenhouse Inc.
2103 - 11th Avenue, 8th Floor
Regina, Saskatchewan
S4P 3Z8

Certificate of Insurance

To: **TO WHOM IT MAY CONCERN** **Re:** **Evidence of Insurance**

Insurance as described herein has been arranged on behalf of the insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

Insured: **PTI Transformers LP**
101 Rockman Street
Winnipeg, MB R3T 0L7

Coverage:	Insurer(s)	Policy No.	Policy Eff. Date	Policy Exp. Date	Limit(s) of Liability
Commercial General Liability	Liberty Mutual Insurance Company	1000544840-01	July 15, 2022	May 15, 2023	$2,000,000 each Occurrence - Bodily Injury and Property Damage, subject to aggregate where applicable Non-Owned Automobile Liability
Umbrella Liability	Everest Insurance Company of Canada	E4MF008079	July 15, 2022	May 15, 2023	$3,000,000 each Occurrence in excess of underlying policies above on a follow form basis.
Cargo	CNA	MP 4411	May 15, 2022	May 15, 2023	$5,000,000 by any one inland conveyance $50,000 Deductible any one loss
Manufacturer's E&O	Certain Underwriters at Lloyds *as authorized by Strategic Underwriting Managers Inc.*	To be advised	July 15, 2022	May 15, 2023	$5,000,000 each Claim $5,000,000 Aggregate $ 50,000 Retention
Contractor's Pollution Liability	Liberty Mutual Insurance Company	UB1TO1ACIX5H122 $	May 11, 2022	May 15, 2023	$5,000,000 Each Occurrence $5,000,000 Aggregate

THIS IS A SUMMARY OF COVERAGES ONLY; ACTUAL POLICY WORDING, CONDITIONS AND LIMITATIONS APPLY

This Certificate constitutes a statement of the facts as of the date of issuance and are so represented and warranted only to the Certificate Holder; other persons relying on this Certificate do so at their own risk.

Aon Reed Stenhouse Inc.

Dated July 20, 2022, at Regina, Saskatchewan

Terrilee Lamer, CAIB
(306) 569-6726

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,
THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

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Reference List

Ship Year	Ref #	Customer	# Ph	Type	Base MVA	Top MVA	HV KV	LV KV
2021	RA 1□0064□	□a□□ta□Pow er	3	Pow er	100	167	2□0	3□5
2018	RA 1□061□	□□□□□□ POWER GENERAT □□N	3	Pow er	120	1□0	25□	1□4
201□	□□1□0□□1	□a□□ta□□□□er	3	□□□er	100	1□□	1□□	□□1□
2017	RA 1□05□0	□a□□ta□Pow er	3	Pow er	100	167	2□0	3□5
201□	□□1□0□□□	□a□□ta□□□□er	3	□□□er	100	1□□	1□□	□□1□
2015	RA 1□0□0□	ED F □e□e□abe □□er□y	3	PO □ ER	100	167	13□	3□5
2015	RA 1□051□	WANZEK CONSTRUCT □□N □□□.	3	GS □	102	1□0	2□0	3□5
2015	RA 1□049□	M□□NESOTA POWER	3	AUTO	100	167	2□0	11□
2015	RA 1□0□00	M□□NESOTA POWER	3	AUTO	100	167	2□0	11□
2015	RA 1□0□0□	□er□□□ □ □□er□y □□de□□	3	AUTO	107	1□0	34□	11□
2012	RA 12.0410	□□ut□ □e□a□ □e□tr□□	3	□ut□	□0	1□0	13□	69
2012	RA 12.0□0□	□□ut□ □e□a□ □e□tr□□	3	□ut□	□0	1□0	13□	69
2012	□□12.0□0□	□□ut□ □e□a□ □e□tr□□	□	□ut□	□0	1□0	1□□	□□
2012	RA 12.0□0□	SUNCOR	□	Pow er	95	158 3	2□0	3□5
2012	RA 12.0□0□	SUNCOR	3	Pow er	95	158 3	2□0	3□5
2012	RA 12.0□0□	□ve□er□y LLC	3	GSU	100	167	2□0	3□5
2012	RA 11.0□0□	□ve□er□y LLC	3	GSU	100	167	2□0	3□5
2012	RA 11.0□0□	□u□□□r	3	Pow er	95	177 3	2□0	3□5
2012	RA 11.037□	M□□e□□ta Pow er	3	GSU	□0	1□0	2□0	3□5
2012	RA 11.037□	M□□e□□ta Pow er	3	GSU	□0	1□0	2□0	3□5
2012	RA 11.038□	PPL □e□tr□□ □t□□tie□ □□r□.	3	□ut□	102	1□0	13□	69
2012	RA 11.038□	□a□□ta□Pow er	□	GSU	100	167	2□0	3□5
2012	RA 11.038□	□a□□ta□Pow er	□	GSU	100	167	2□0	3□5
2012	RA 11.0381	Mid□□er□a□ □□er□y	□	GSU	108	1□0	34□	3□5
2011	RA 11.033□	□tter □a□Pow er □□□ □a□y	3	□ut□	112	187	2□0	11□
2010	RA 0□029□	□at□□a□□e□tr□□ □y□te□ □□□.	3	□ut□	□0	1□0	2□0	11□
2009	RA 0□0251	□u□ue□□e Lig□t & Pow er	1	□ut□	□0	1□0	34□	13□
2009	RA 0□02□0	□u□ue□□e Lig□t & Pow er	1	□ut□	□0	1□0	34□	13□
200□	□□0□02□□	□u□ue□□e □□□t □ □□□er	1	□ut□	□0	1□0	□□□	1□□
2009	RA 0□024□	□u□ue□□e Lig□t & Pow er	1	□ut□	□0	1□0	34□	13□
2009	RA 0□020□	□u□□□□ □e□tr□□ Pow er	1	Pow er	□0	167	13□	4□3
2009	RA 0□018□	□PL □erv□e□ □□r□.	3	GSU	□0	1□0	69	1□2
2008	9□07□212	SUNCOR	3	Pow er	95	177 3	2□0	3□5
2008	9□07□211	SUNCOR	3	Pow er	95	177 3	2□0	3□5
2007	9□063□07	□e□□□y Va□□a Pow er & □□□t	3	□ut□	106	1□0	2□0	69
2006	9□063□06	□e□□□y Va□□a Pow er & □□□t	3	□ut□	106	1□0	2□0	69
200□	□□0□□□0□	□e□□□y Va□□a □□□er □ □□□t	□	□ut□	10□	1□0	2□0	□□
2006	9□053□24	Fir□t□□er□y □□r□	3	Pow er	100	168	2□0	69
2006	9□053□05	Fir□t□□er□y □□r□	3	Pow er	100	16□6	2□0	69
2005	9□04□073	M□□□□□ta Pow er	3	□ut□	100	187	2□0	11□
2003	9□012181	□□u□a □et□□r□□	3	□ut□	101	168	236	64.5x69
2003	9□022335	□□ □ydr□	3	Pow er	□0	1□0	225	12.□12.6
2003	9□022336	□□ □ydr□	3	Pow er	□0	1□0	225	12.□12.6
2003	9□022337	□□ □ydr□	3	□ut□	□0	1□0	246	69
2002	9□0121□2	□□u□a □et□□r□□	3	□ut□	100.8	168	236	63
2002	9□012183	□□u□a □et□□r□□	3	□ut□	100.8	168	236	63
2001	9□001519	Hut□h nson □t□□tie□ Comm .	3	□ut□	112	187	2□0	11□
2001	9□001616	□ar□□□□ □□er□y	3	GSU	109	1□2	34□	18
2001	9□001617	□ar□□□□ □□er□y	3	GSU	109	1□2	34□	18
2001	9□0017□0	S&B □□□□eer□□, □a□e□a□d F□	3	GSU	96	1□0	69	1□8
2001	9□0017□2	□a□□ Pow er	3	GSU	102	1□0	13□	1□2□1□2
2001	□□001□□0	Ma□t□ba □ydr□	3	□□□	10□	1□□	11□	1□1□
2001	9□001791	Ma□t□ba □ydr□	3	GSU	105	175	11□	1□8
2001	□□011□1□	□□ut□ □e□a□ □e□tr□□	3	□ut□	□0	1□0	□□□	1□□
2000	9799 1267	M□□□□ Pow er □□.	3	GSU	100	1□0	13□	1□8
2000	9799 12□0	M□□□□ Pow er □□.	3	GSU	100	1□0	13□	1□8

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PTI Customer Contacts

Name	Company	Phone	Email
Steve W. Quade	Blattner Energy	320-356-2342	SteveQ@blattnerenergy.com
Matt Karels	Otter Tail Power Company	-	mkarels@optco.com
Doug Filer	US Army Corps of Engineers	503-808-4229	Doug.D.Filer@usace.army.mil
Michelle Antantis	Duquesne Light and Power	412-393-8589	Mantantis@duqlight.com
Ken Morgan	Morgan Consulting	360-457-1729	kenm@olypen.com

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PTI TRANSFORMERS LP	PAINT SPECIFICATION FOR METAL PARTS	
Quality Management System ENGINEERING SPECIFICATION	Document Number: ES-70-002	

1. **Scope:**

This specification outlines the paint requirement for metal parts, it shall be suitable for spray application.

2. **General:**

All paints shall be ready-mixed at the factory to comply with the specification formula for the type of paint ordered shall be free from dirt, water and other foreign matter; and shall dry within the specified period to a good film without running, streaking or sagging.

Two specific requirements for painting metal parts:

Internal metal parts – consist of metal parts and surfaces in contact with transformer oil such as clamp structure, base bar, end bracket assembly, top cross brace, locating beam, and inside surface of the tank, cover, conservator, turret, LTC box, cooler pipe, header, hand-hole cover.

External metal parts – consist of metal parts and surfaces not in contact with transformer oil such as lightning arrestor (L/A) support assembly, A-Frame assembly, conservator support assembly, control box and outside surface of the tank, cover, conservator, turret, LTC box, cooler pipe, header, hand hole cover.

3. **Specific Instruction:**

3.1. Surface Preparation

□.1.1. Surfaces shall be free of all visible oil, grease, dirt, mill scale, rust, coating, oxides, corrosion, and other foreign matter.
□.1.2. All sharp edges must be broken with appropriate grinding tool, 3 passes with 100 grit.
□.1.□. Commercial blast to SSPC-SP 6
□.1.□. Blast profile of 2 mil +/- 0.5 mil
□.1.□. A maximum of 24 hours exposure time is allowed before painting application.
□.1.□. Use Loctite two part epoxy to seal welded clamping plates from egress of trapped Shot-blast material.

3.2. Masking surfaces before painting

□.2.1. For internal metal parts such as clamp, base bar, top cross brace, end brackets, and locating beam, the surfaces to be masked with tape will be specified by standard drawings.
□.2.2. For the tank and cover, the surfaces to be masked with tape will be specified by standard drawings.
□.2.□. For the conservator, the surfaces to be masked with tape will be specified by standard drawings.

3.3. Spot/Stripe Priming

□.□.1. Apply a stripe primer coat first on welds, edges, and hard to reach surface areas before full prime coat application. Spray or brush application are acceptable.

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3.4. Internal Metal Parts Paint Requirements

□.□.1. White epoxy primer/Top coat - Superior-Sequoia 263-166 A&B
□.□.2. Dry film thickness (DFT) is 3.0mils-5.0 mils for 1,500 hrs

3.5. External Metal Parts Paint Requirements

□.□.1. First full prime coat – High solids red oxide epoxy primer; Superior Sequoia 263-147 A&B, DFT at least 4.0 mils for 1,500 hrs.
□.□.2. Top coat – Urethane Topcoat 4:1; Superior Sequoia 273-719, DFT at least 2.0 mils above profile.
□.□.□. Color for top coat - as required by specific order.

□. Approval List:

Responsibility Center: Engineering	Prepared by: R. Jorundson *Original signed* Date:	Issued by ISO Coord: John Manansala *Original signed* Date:
Accepted for Quality: Arlyne Jutiz *Original signed* Date:	Accepted for Engineering: Jim Nielsen *Original signed* Date:	*Intentionally left blank*

□. Revision History:

Revision no	Revised by	Date	Description of Revision
0	A. Minh Vuong	August 26, 2013	New work instruction
1	Armand Siapno	July 29, 2013	Added item 3.1.6 under surface preparation
2	ST	January 2016	New company name, logo
3	B.Seerapathy	March 21, 2018	Minor Format Updation. Logo changed from Pauwels to PTI
4	R. Jorundson	June 18, 2018	Update 2.2.4 & 2.2.5 to current product in use.
5	Arlyne Jutiz	February 1, 2019	Modify “Approval List” section Change company name and logo

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SHORT CIRCUIT CAPABILITY

Short circuit test is a very special test which is performed to demonstrate the ability of the transformer to withstand stresses due to short circuit during operation. For high voltage transformers this test can be performed only at few special high-power laboratories in the world. At PTI short circuit design capability is verified using special field program. The calculations verify free/forced buckling, radial bending, axial bending, axial stress on key spacer & tilting for inner windings and hoop stress, tilting, axial bending, axial stress on key spacer for the outer winding. CTC conductors are epoxy bonded to enhance mechanical strength. Inner windings are designed for free buckling condition. PTI group has successfully verified the design capability by performing short circuit tests on units up to 315MVA 3 phase and 200MVA single phase units. The list below indicates details of the units successfully tested for short circuit.

Re: SHORT-CIRCUIT TESTING OF POWER TRANSFORMERS

PTI Transformers LP's has manufactured power transformers since 1947.

The Winnipeg transformer manufacturing plant (formerly CG Power Systems Canada Inc.), acquired by PTI Transformers LP in 2015, has been in operation for over 70 years. During this time period, several thousand power transformers were built and installed. Within the entire history of manufacturing power transformers in Winnipeg, there have not been any reported short-circuit failures of units in operation.

A few years after the 1994 Pauwels acquisition of the Winnipeg plant, all Pauwels facilities went through an Alignment Process, resulting in a commonality of design, manufacturing techniques and technology. In particular, the short-circuit calculations and methods for supporting the active part were thoroughly analyzed. All transformers are subjected to like conditions during short-circuit events, whether in testing or in operation. Most manufacturers of large power transformers with experience in the short-circuit testing of units have very similar design techniques to calculate short-circuit forces and stresses, as well as similar production methods and materials. Through the years and after numerous design reviews with customers and their consultants, certain elements of transformer technology become a standard for the industry.

From the early 1970's the Winnipeg manufacturing plant has used practically the same short-circuit calculations. The same set of critical parameters are also used to evaluate the "withstand "of conductors, pressboard spacers and clamping structures.

As stated before, all PTI transformers are designed using exactly the same rules. All PTI transformer units are built using the same technology, materials and processes. This standardization is important as any units built by PTI may be subjected to short-circuit testing. In any event certainly all of them will be subjected to real life short-circuit conditions while in service. PTI Transformers LP is more than willing to subject any of our transformers to short-circuit testing.

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PTI Manitoba Inc uses trusted suppliers of active part materials, e.g. ASTA and Nexans for copper conductors, Weidmann for pressboard insulation. All materials were subjected to thorough withstand tests.

In North America it is commonly accepted that a design review is done in lieu of short-circuit testing. Subsequently, we have had only a few units short-circuit tested. This is a common practice amongst transformer manufacturers in North America, and has unfortunately recently lead to the termination of operation of a large power laboratory (IREQ in Quebec).

Globally, there has been a discussion going on for decades, whether to test or not to test the short-circuit performance. CIGRE (International Council on Large Electric Systems) during its general session in year 2000 expansively discussed this issue. There was no consensus on this problem, therefore CIGRE decided not to suggest any method for short-circuit performance evaluation, i.e. to (i) select trusted supplier, (ii) perform own design review, (iii) perform design review with consultant, (iv) short circuit testing. Moreover, based on numerous studies, the rate of short-circuit failures in operation has no relation to the way short-circuit performance is evaluated (see CIGRE report by Working Group 12.19 in Electr. No203, August 2003).

In conclusion one may state:

- The fact that only a few transformers built by Winnipeg plant have been short-circuit tested is typical for the North American industry, where design reviews are seen as sufficient method of approving the short-circuit performance of units;

- PTI Manitoba Inc is willing to subject any units to short-circuit tests. The cost for this service would be an extra to the contract.

Regards,

Dr. Waldemar Ziomek,
Director of Research & Development

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PTI APPROVED LIST OF VENDORS

Component	Vendor Name	Country of Origin
□□re	□□□e□t □□□er □□□.	□a□ada
□□□□er □□□du□t□r	□□□e□ □r□u□ □a□ada □a□ □□□□□ □□□.	□a□ada □□□
□□□u□at□□□	□ e□d□a□□ □e□tr□a□□e□□□□□□□y □□□. □□□ □a□du□t □□du□tr□e□ □□□.	□□□ □a□ada
□ra□□f□r□er □a□□	□ .□. Ma□□□□□□□ □ Fabr□at□□□	□a□ada
□□□□	□e□□□au□e□	□er□a□y
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□rre□ter□	□□□□er □ □□□ □ra□□	□□□ □□□
□ □□	□y□a□ □etr□ □a□ada □a□u□et □ubr□a□t□ □□.	□a□ada □a□ada □□□
□urre□t □ra□□f□r□er	□□y□a□t □□ter□at□□a□ Mera□e□ □□□tru□e□t □ra□□f□r□er□	□a□ada □□□
□□□tr□□□□□	□e□□□ □□□tr□□□ □td. □du□ □ut□□ at□□□	□a□ada □a□ada
□ad□at□r□	Me□□ □ra□te□□	□□□ □□□
Fa□□	□re□□ □ □□□ □a□y □□□. □e□□□bbe□ □□□.	□□□ □er□a□y
□a□□et□	□r□u□ □□du□tr□a□□u□□y □□□e□□ □ea□□	□a□ada □a□ada
□r □e□□	□r□□a□ □□□□□du□tr□e□	Fra□□e □a□ada

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PTI Transformers LP
Registered Office & Plant:
101 Rockman Street, Winnipeg, Manitoba R3T 0L7, Canada
T: +1 204 452 7446 F: +1 204 453 8644 W: www.partnertechnologies.net

STORAGE REQUIREMENTS AND COST

I. Storage Requirement

a. Supplier to provide storage requirements associated with short-term and long-term storage plans. This should include any special inspections or maintenance requirements to be performed by Owner or Supplier.

b. 100% of the total unit ex-works price to be paid within 30 days of placement into storage. Remainder of contract price to be invoiced as services are rendered.

II. Storage Costs at Production Facility

Supplier to define the costs associated with potential storage at Suppliers production facility, at the port or other interim storage facility, and at the Project site.

	Storage Cost	Insurance Cost	Maintenance Cost	Total
Storage at Production Facility	$500.00 / Mo	$250.00 / Mo	$1,000.00/Mo	$1,750.00/Mo

III. Offsite Storage

Supplier shall receive written consent from Purchaser prior to any offsite Storage

IV. Storage Costs at Onsite/Offsite Storage Facility (Beyond 3 months)

Purchaser is responsible for actual invoiced costs, plus 10% administrative fee. The costs include charges associated with storage, insurance, maintenance, loading, unloading, transport of unit (from factory to storage location) while being stored at an onsite/offsite storage facility, plus 10% administrative fee.

V. Additional Costs Associated with Long-Term Onsite/Offsite Storage (Beyond 6 Months)

If the unit needs to be stored longer than 6 months, then it needs to be filled with oil, which required assembly, oil processing, and filling at the long-term storage facility. Before the unit can be transported to the site, the oil needs to be drained and the unit needs to be disassembled for the transport. Purchaser is responsible for actual invoiced costs, plus 10% administrative fee, for long-term storage and transport preparations. They are in addition to the onsite/offsite storage costs described above.

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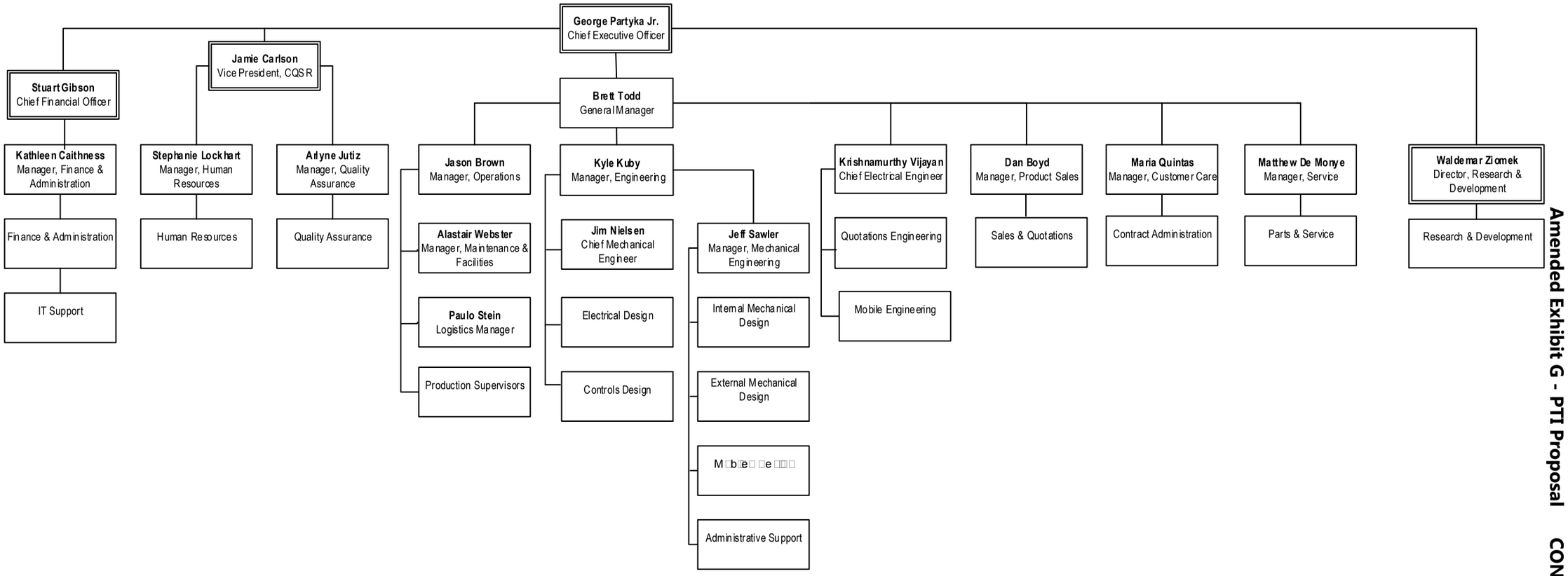
PTI Transformers LP
Organization Chart

PTI Transformers LP Organization Chart



Leadership Team:

Brett Todd	General Manager
Dan Boyd	Manager, Product Sales
Jason Brown	Manager, Operations
Kathleen Caithness	Manager, Finance & Administration
Jim Nielsen	Chief Mechanical Engineer
Jeff Sawler	Manager, Mechanical Engineering
Kyle Kuby	Manager, Electrical Engineering
Maria Quintas	Manager, Customer Care
Stephanie Lockhart	Manager, Human Resources
Arlyne Jutiz	Manager, Quality Assurance

Brett Todd
General Manager

January 2nd, 2023
Date

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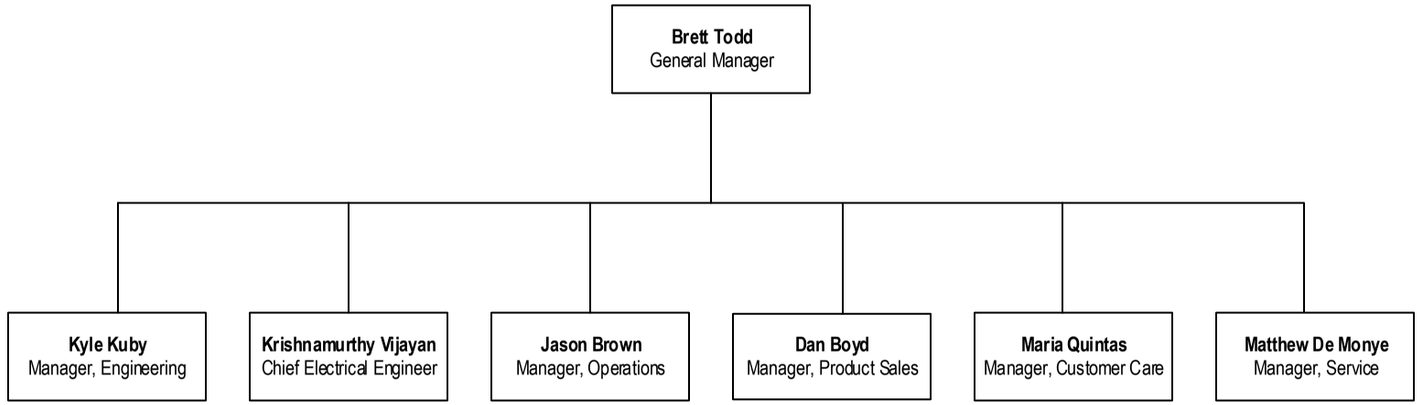
PTI Transformers LP Organization Chart
Brett Todd Direct Reports



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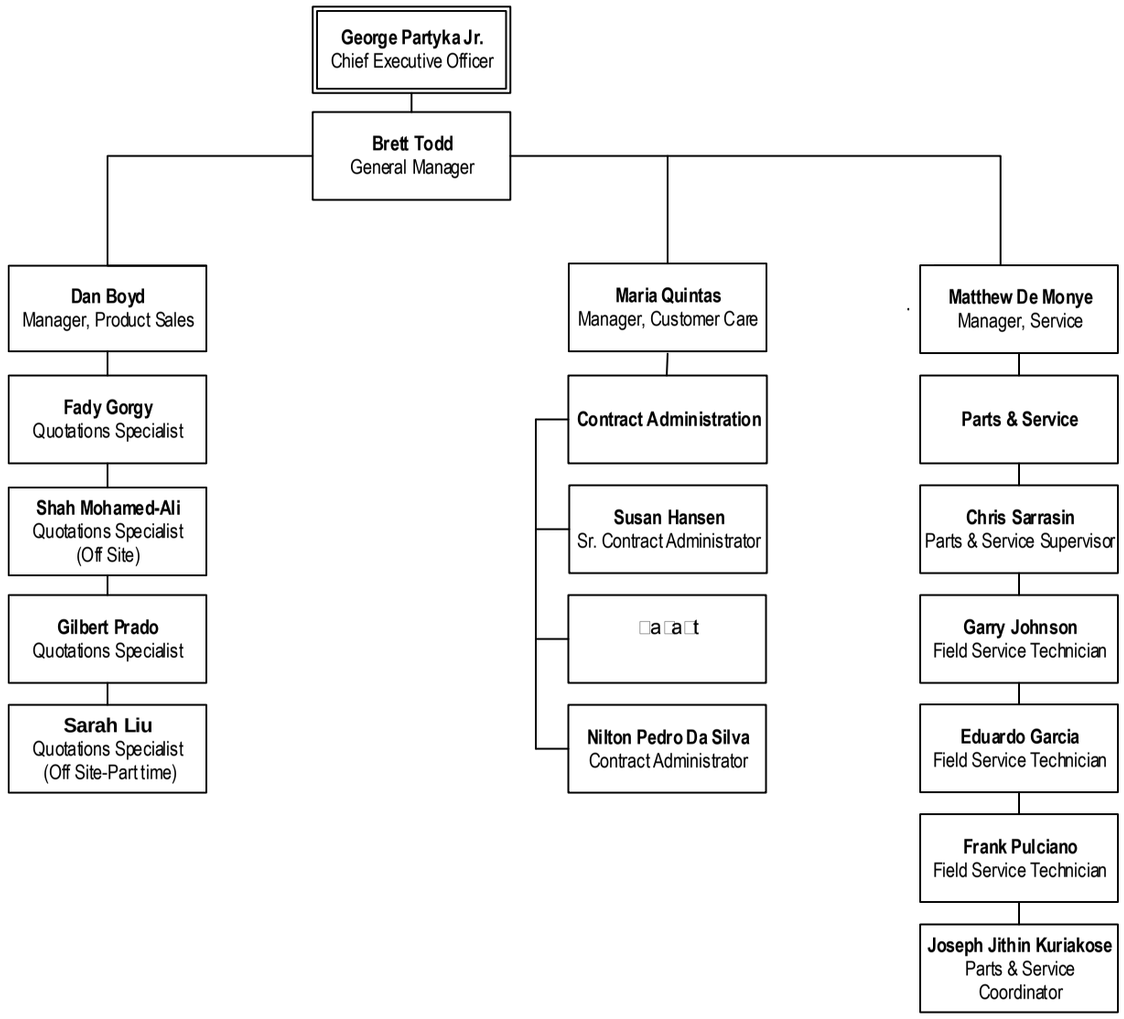
PTI Transformers LP Organization Chart
Sales & Quotations & Customer Care



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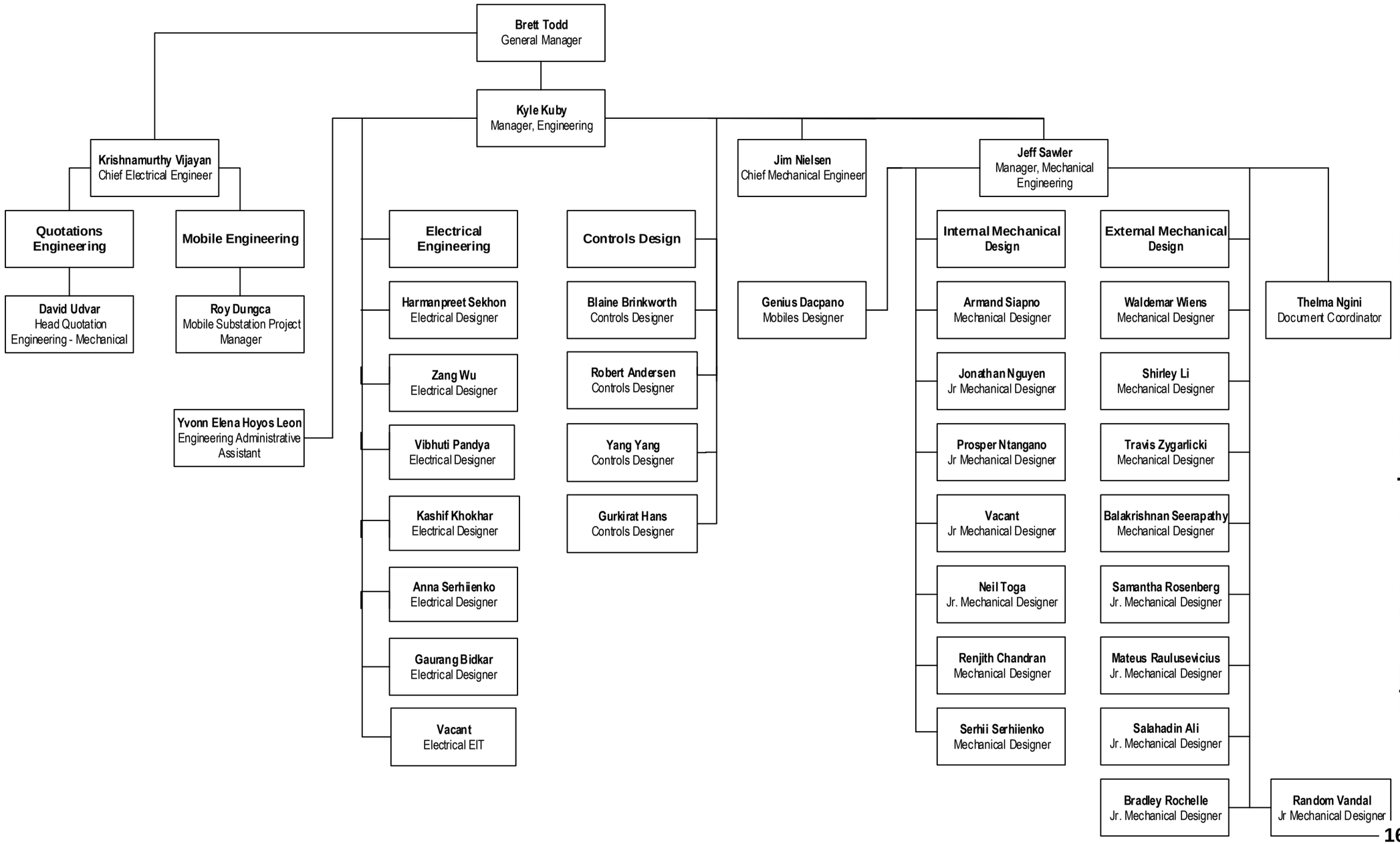
PTI Transformers LP Organization Chart
Engineering



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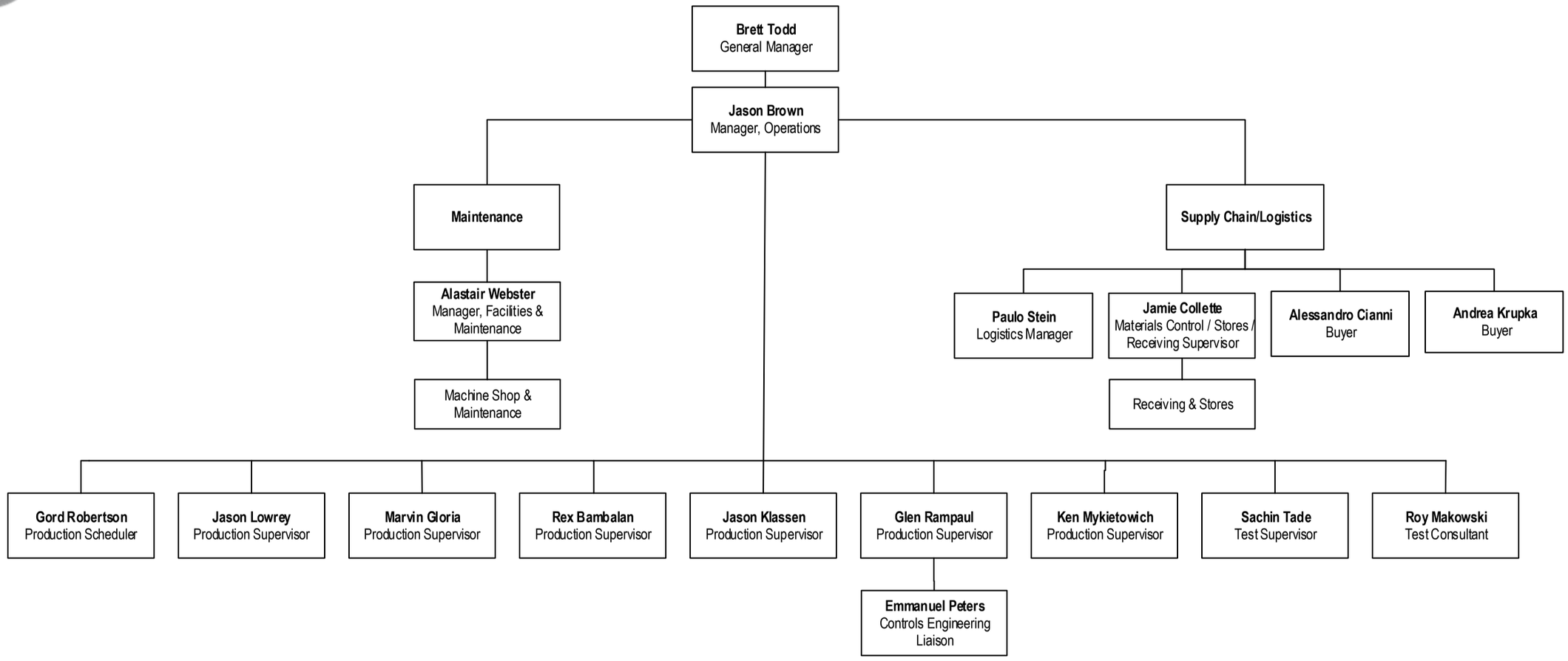
PTI Transformers LP Organization Chart
Operations



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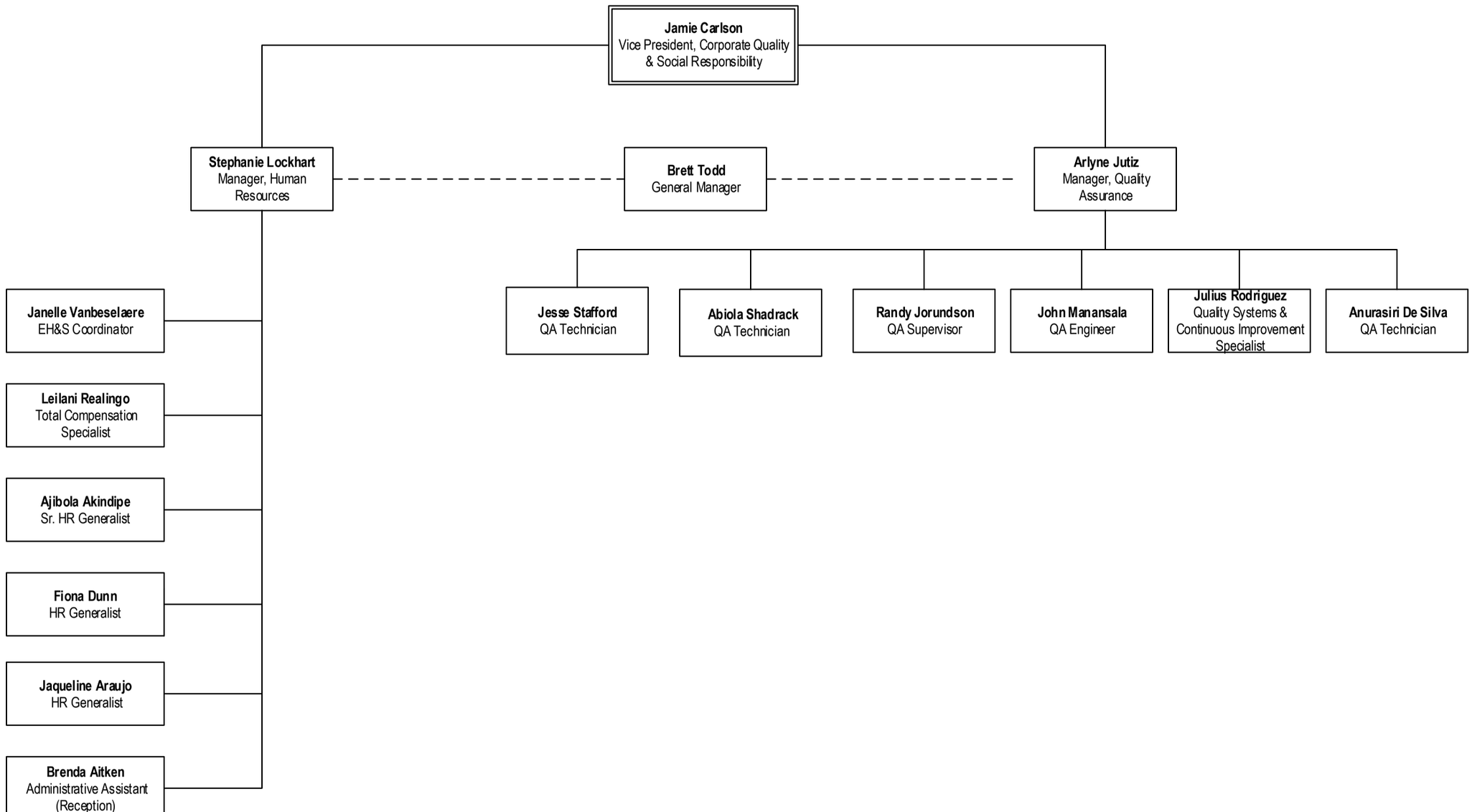
PTI Transformers LP Organization Chart

Corporate Quality and Social Responsibility



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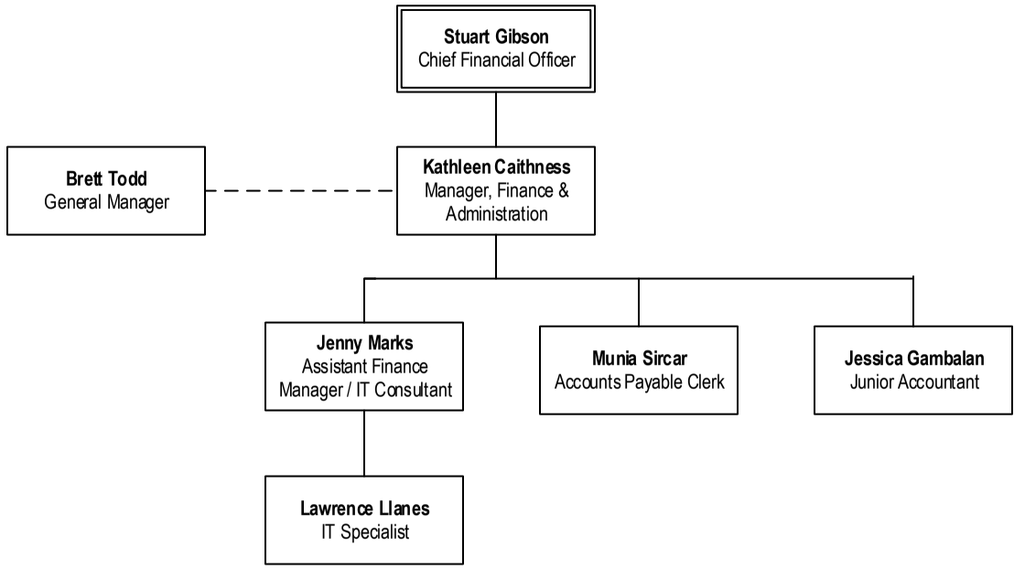
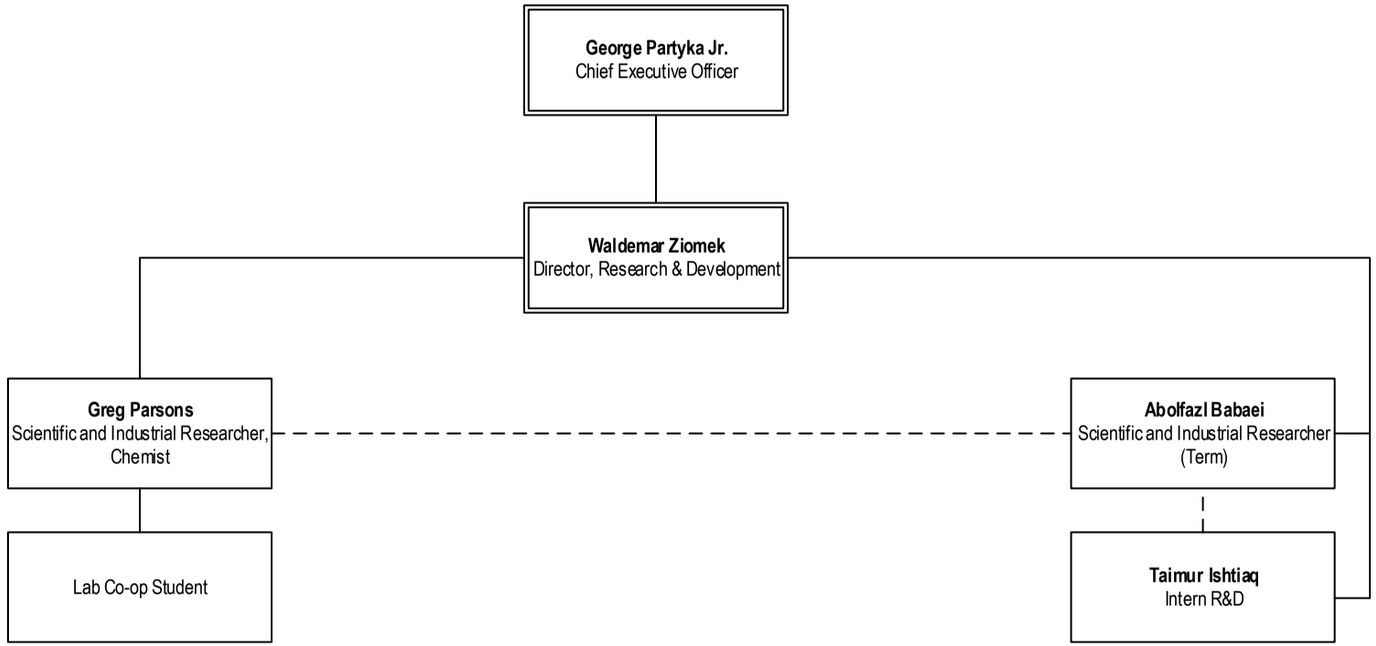
PTI Transformers LP Organization Chart
Finance & Administration



PTI Transformers LP Organization Chart
Research & Development



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Quality Plan

PTI Transformers LP
101 Rockman St, Winnipeg, MB R3T 0L7

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Quality Plan

1. Determination of Customer Requirements, Communications & Changes

1.1 Quotation & Sales - Scope & project requirements are defined/determined & reviewed, including any applicable statutory and regulatory requirements, delivery and post-delivery activities and those considered necessary. PTI Transformers LP assesses its ability to meet the customer requirements including commercial and technical risks critical to the project before committing to supply products and services. Likewise, confirmation of requirements is sought from customers before acceptance of the order.

1.2 Pre/Post Contract Award Review (PCAR) – As soon as the order is received and confirmed, Sales initiates a Pre-CAR or kick-off meeting across all departments; Contract Admin, Engineering, Manufacturing, QA etc. Contract Administration takes over and performs thorough review of the specifications, project requirements and deliverables then initiates a kick-off meeting with customers. Handles all clarifications and changes and customer communications.

2 Design & Development

2.1 Conceptual Engineering – The Design Team performs a thorough review of customer requirements, which include the original quotations, technical specifications and applicable statutory & regulatory requirements. All these inputs, including lessons learned from similar projects designed and manufactured in the past form part of the technical risk assessment process that the team goes through as a standard practice. The output of this process is a Concept Design (Core & Coil), Critical Items List, Complexity Sheet (technical risk assessment), and serves as the input to the Production Engineering team.

2.2 Risk Assessment – Identification & mitigation of technical risks is a critical step during the development of conceptual design. The results of risk assessment drive additional reviews and quality checks. The output of this process is documented in the Complexity Sheet.

2.3 Engineering Quality Plan (EQP) – EQP covers Concept design and kicks-off with Design Philosophy review. Driven by Engineering, EQP is an extensive and well-structured quality program implemented throughout the design and development processes & stages. The 14-step process is a proven methodology that Engineering team uses to address design related risks. This methodology provides assurance that PTI Transformers LP consistently produces correct, efficient and productive designs that fully conform technically to customer requirements.

Steps	Process
1	Design Philosophy Review
2	Electrical Engineering Design Review
3	Tank Size Review
4	Pre-Outline Design Review
5	Outline Design Review
6	Winding and Coil Design Review
7	Core Clamping Design Review

Steps	Process
8	Unit Assembly Design Review
9	Final Internal Duplicate Design
10	Final External Design Review
11	Final External Design Review
12	Mechanical Engineering Review
13	Control Design Review
14	Control Duplicate Design Review

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2.4 Production Engineering – A team of Electrical and Mechanical Engineers and Designers receive Complexity Sheet (risk assessment), Input Documents, Critical Items List, Core & Coil design including preliminary outline drawing from Conceptual Engineering team. Production Design Engineering develops and produce final electrical, mechanical and control designs. Bills of material are created in SAP and material specifications / drawings are then provided to Purchasing. All assembly drawings and instructions are provided to manufacturing. All deliverables such as approval drawings and other requirement documents are provided to and approved by customers.

3. Supplier Quality

3.1 Sub-supplier Qualification – Materials identified in the Critical Item List triggers the Sub-supplier and New Material Qualification process, that is meant to address risks associated with unfit suppliers and sub-standard or poor quality materials. Driven by Purchasing, Suppliers are pre-qualified based on their previous experience and capability to supply materials to PTI's and our customer's specification requirements. The extent of control applied varies on its impact to customer and PTI.

3.2 First Article Inspection – This process is put in-place as part of Sub-supplier and New Material Qualification process. The *first* delivery of materials goes through extensive inspection by qualified QA Inspectors or Engineering personnel as required. The requirements stated in 3.1 & 3.2 must be satisfied before materials can be expedited to production.

4. Production and Inspection & Testing

4.1 Inspection and Testing (ITP) – is the program of inspection and testing or a systematic approach to testing a transformer or components by visual inspection, dimension inspection, welding inspection, functional test, factory acceptance test, etc. with participation of customers and other interested parties.

4.2 Progressive Control Record (PCR) – Issued for each project, PCR provides product/material traceability and general procedures & sequence of assembly steps that shop follows in the manufacture of transformers. Captures evidence and results of manufacturing activities including hold points and inspection criteria as required in the ITP. PCR reflects the actual status of each project.

5. Nonconformance Reports (NCR) & Corrective Action (CAR)

Nonconformance reports & or corrective action reports are issued in any event that a material or project does not conform to set criteria during inspection and test as required in inspection & test plan (ITP). These quality issues generally impact the delivery of projects and may require extensive analysis and additional resources to address them. PTI Transformers LP takes appropriate action based on the nature of the nonconformity and its effect on the conformity of the product or material. NCR/CAR is the focal document/information used in communicating quality issues to all stakeholders both internally and externally (customers & suppliers/vendors) and drives action to address quality issues.

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PTI TRANSFORMERS LP	INTEGRATED MANAGEMENT SYSTEMS MANUAL	
Quality & Environmental Management System MANUAL	Document Number: IMSM-100	

PTI TRANSFORMERS LP

INTEGRATED MANAGEMENT

SYSTEMS MANUAL

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PTI TRANSFORMERS LP	INTEGRATED MANAGEMENT SYSTEMS MANUAL	
Quality & Environmental Management System MANUAL	Document Number: IMSM-100	

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2. INTRODUCTION

This Integrated Management System Manual describes the Environmental and Quality Management Systems as implemented at PTI Transformers LP (PTI).

The integrated management system conforms to the following standards:

ISO 14001:2015 Environmental Management Systems - Requirements

ISO 9001:2015 Quality Management Systems – Requirements

This integrated management system is valid for the following products:

POWER TRANSFORMERS UP TO 1,000 MVA THROUGHPUT

VOLTAGE CLASS UP TO 765 KV

MOBILE TRANSFORMERS

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3. OUR COMPANY

PTI Transformers LP is owned by PTI Holdings Corporation with headquarters in Regina, Saskatchewan.

PTI Transformers LP is its own entity with full responsibility for all business functions.

- The facility opened in 1946 and has one of the largest installed bases in Canada and USA, hence approximately > 250,000 MVA
- Footprint: 200,000 sq. ft.
- Installed Capacity: 10,000 MVA per year

PTI TRANSFORMERS LP

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4. CONTEXT OF ORGANIZATION

A. ORGANIZATION CONTEXT, INTERESTED PARTIES AND SCOPE

A.1 The QMS and EMS applies to all processes, activities, and employees of the location within the company. The facility is located at:

101 Rockman Street,
Winnipeg, MB Canada R3T 0L7

Phone No.: (204) 452-7746
Website: www. ptitransformers.com

A.2 PTI Transformers LP claims no exclusion from the ISO 9001 and 14001 standards.

Organization: PTI TRANSFORMERS LP

Products, Services, and Produced or delivered:

- Design, Manufacture, Delivery and Servicing of small, medium, large and extreme Power Transformers and Mobiles
- Services (test and inspection, warranty, assembly, engineering, oil filling, repair, refurbishment)
- Parts sales (selected replacement parts)

Markets, customers, industries, sectors, or segments served:

- Utilities, commercial/industrial, renewables, Co-ops, municipalities,
- North American market-Electrical power distribution

Core Realization Processes Performed:

- RFQ, electrical and mechanical design, procurement, manufacture, deliver, assemble at site, commission, engineering services, post delivery services, maintenance, invoice, collect payment, consult
- Bid, quote, design, build, deliver – duplicate (similar) designs/blanket orders, build client rapport /relationship, After sales services (turnkey), retrofits/upgrades

Relevant Interested Parties (RIPs)	**Key Interests**
Who are they	*What they want or expect*

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Customers	• Quality, defect free product, good value for $, good customer service, on time delivery • Solutions-based products, Innovations
Suppliers (goods & services)	• Mutually beneficial, Long term business relationship, feedback • Timely payment of goods received, material specifications - accurate and complete info to produce product purchased
Employees	• Salary compensation, competitive wages and benefits, career development, good work environment • Job satisfaction, training • Continued employment, safe/healthy working environment
Shareholders	• Repatriate technology, knowledge • Growth/profit • Business continuity, sustained success, reputation
Canadian Business Community (Best Managed Companies, etc.)	• Business continuity and success
Standards Organization (CSA Group, ANSI, IEC, ISO, NIST, etc.)	• Accurately offer services and products which provide a satisfactory solution • Avoid relationship mishaps associated with costly variation work • Improve overall performance; provide sound basis for sustainable development initiatives • Market feedback/information/support for organizational initiatives
Others: Community, levels of gov't, agencies (environment), safety & regulatory agencies, schools, charities, hospitals	• Be good corporate citizens, community involvement • Taxes, provincial growth (employment), little impact to environment (noise, pollution, etc.), recycling, pollution control • Compliance to environmental, health and safety regulations

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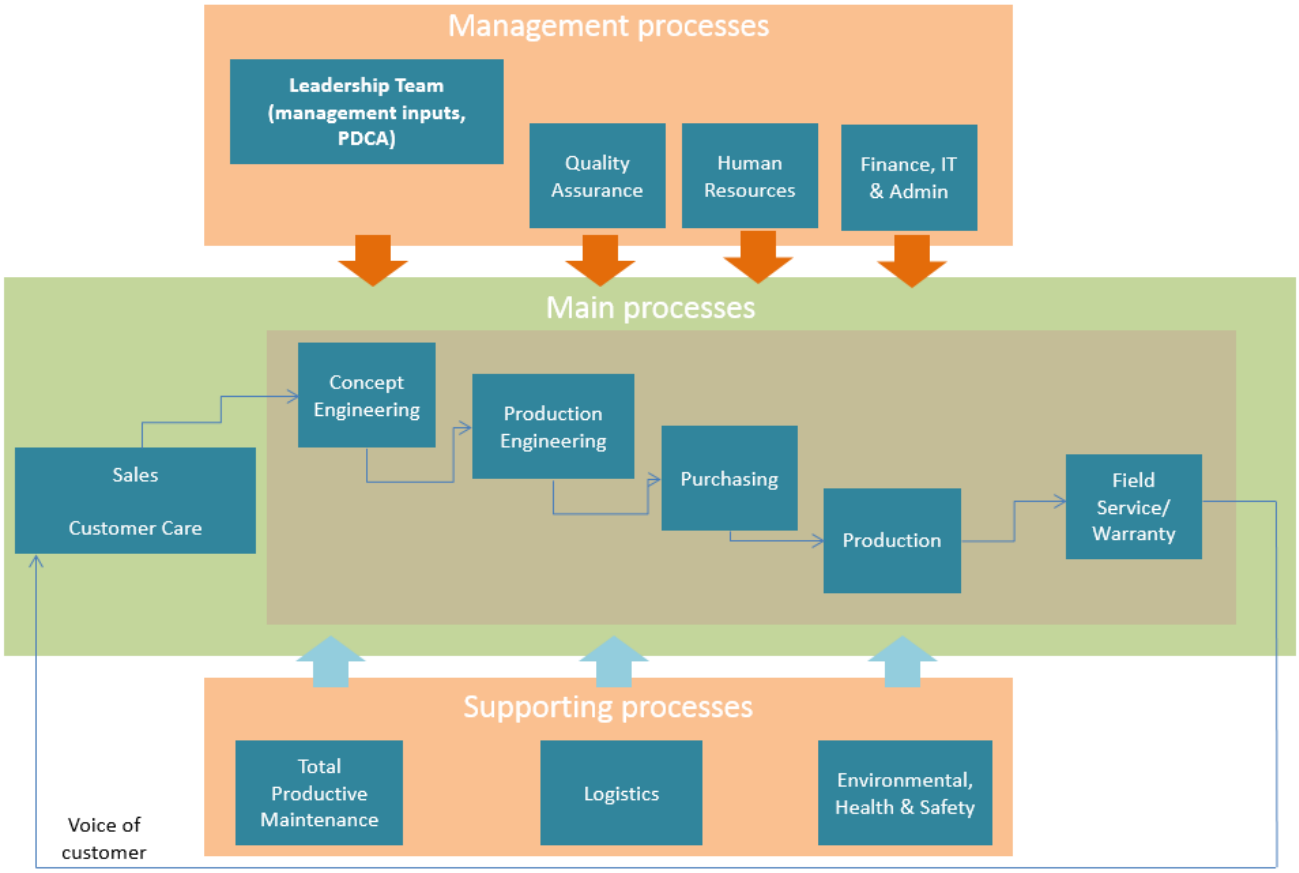
B. MANAGEMENT SYSTEM PROCESSES AND INTERACTIONS

PTI Transformers LP Process Map



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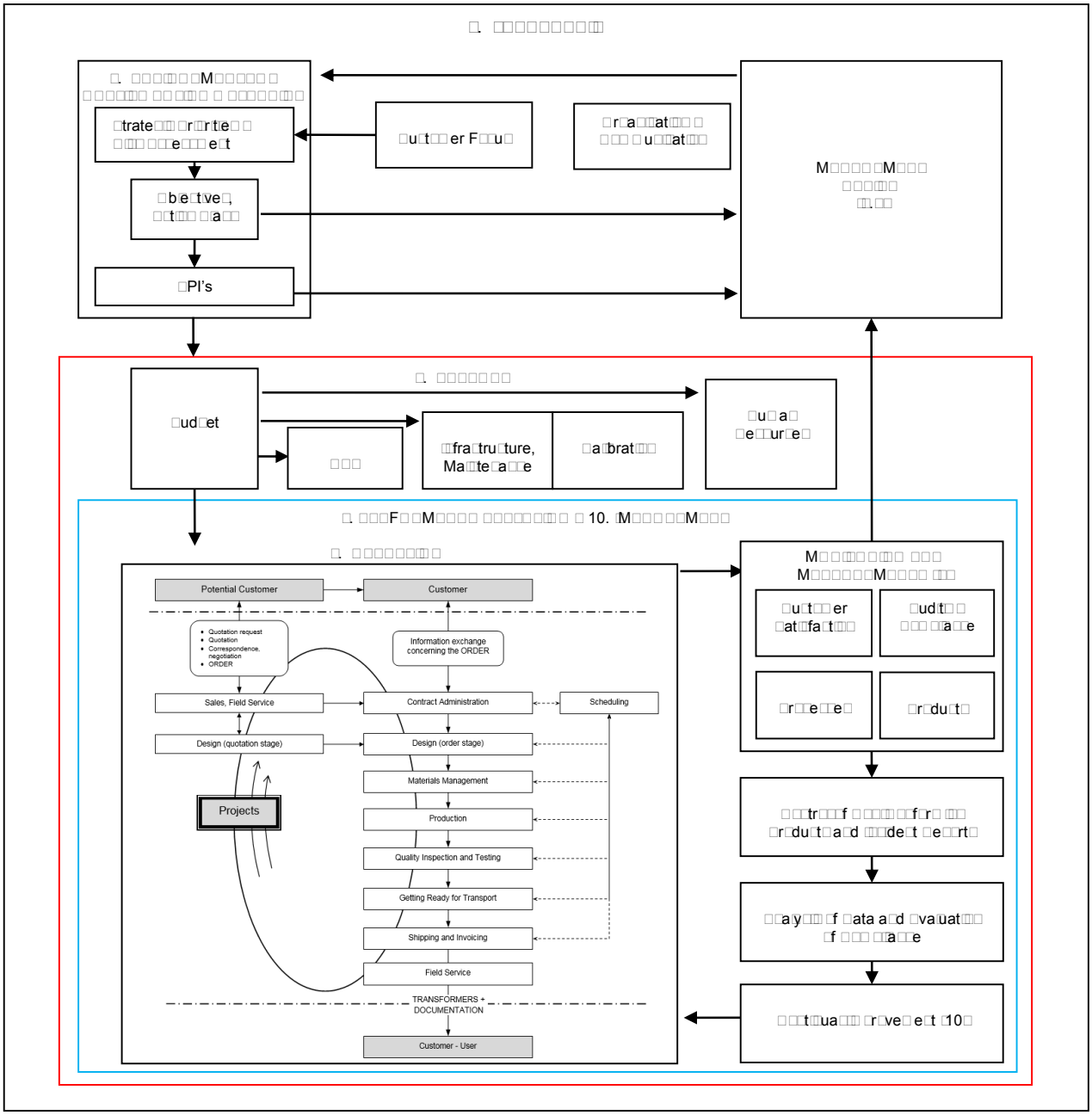

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5. LEADERSHIP

□. LEADERSHIP AND COMMITMENT

The Leadership Team has the full responsibility and accountability on the effectiveness of PTI Transformers LP Integrated Management System. The team defines the policy and objectives based on the requirements of the system and aligns to the company's context and strategic direction. The team clearly identifies the risk and ensures that adequate resources are provided, information are communicated and continuous improvements are implemented.

PTI Transformers Vision Statement

PTI will be the preferred Canadian manufacturer and service facility of distribution and power transformers up to 600 MVA. We will provide the best combination of quality, price, delivery and service to our customers.

PTI Transformers Mission Statement

PTI's mission is to manufacture and service liquid-filled transformers using innovative, green and customized solutions that bring true value and quality to the Customer. We are committed to investing in our shareholders, community and employees through continuous improvement, corporate citizenship, safety, health and environmentally sustainable practices.

PTI Transformers Core Values

To supply products of the highest quality and value at a price that is competitive in the market place and support these products in a manner that ensures their long-term value to our customers.

To grow the Company by seeking new, innovative business opportunities that are complementary to the markets that we serve.

To create and maintain a safe and healthy working environment for all of our employees.

To share the success of our business with our employees.

To deal with customers, suppliers and employees in a positive, open and friendly manner that focuses on the mutual benefit of our relationships.

To act with absolute integrity in all of our business dealings.

PTI Transformers Four Pillars for Success

Safety, Quality, Happy Customers and Making Money. These are areas where we want to excel. We cannot only excel in some areas- we need to excel in ALL areas. We know if we can excel in all areas then PTI will not only be a successful company but will also be a great place to work. And while not a separate pillar, we believe that implementing environmental stewardship will result in many positive benefits for the company that would support our four pillars such as implementation of our Environmental Management Systems.

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. INTEGRATED MANAGEMENT SYSTEMS POLICY

"Partner Technologies Incorporated is a leading innovator of transformer technology with expertise in design, manufacture, delivery and servicing of medium and large power transformers using innovative, sustainable and custom-built solutions that bring true value and quality to our customers.

Partner Technologies Incorporated attributes its success through commitment to health, safety, customer service, quality, innovation and the environment.

To ensure customer satisfaction, provision of healthy and safe working conditions and the protection of our environment, we commit to:

(1) Competitively market our products and services in a professional manner and design, manufacture or repair transformers according to customers' specifications and delivery requirements.

(2) Comply with all applicable legal and statutory requirements and the requirements within our management system according to ISO 9001:2015 and ISO 14001:2015 Standard.

(3) Develop and sustain a supply chain network that delivers quality products and services, through a mutually beneficial customer-supplier relationship.

(4) Provide adequate and appropriate controls to address risks and opportunities arising from external factors such as socio-economic conditions under which PTI Transformers LP operates.

(5) Provide adequate and appropriate controls for health, safety and environmental impacts, risks and opportunities arising from our activities to prevent work-related ill health and injury, prevent pollution and reduce adverse potential impacts to the environment.

(6) Hold regular meetings and process inspections to ensure compliance to workplace safety and health legislations and the PTI Transformers LP Safety Manual and to ensure that the rights of participation, knowledge and refusal are upheld.

(7) Establish objectives and targets based on the evaluation of impacts, risks and opportunities of our activities, products and services and then periodically review and revise them as needed.

(8) Conduct periodic audit and management review to assess the continuing suitability, adequacy and effectiveness of the management system and to be able to identify opportunities for continual improvement to enhance health, safety, quality and environmental performance.

(9) Promote quality and excellence in every aspect of our business, including employees, customers, stakeholders, and the communities where we live, work, and play.

(10) Engage employees and utilize best practices in quality, health and safety, and environmental stewardship to fulfill our corporate responsibilities.

This policy statement is communicated to all employees and persons working under the control of the organization and will be made available to the public and other interested parties upon request."

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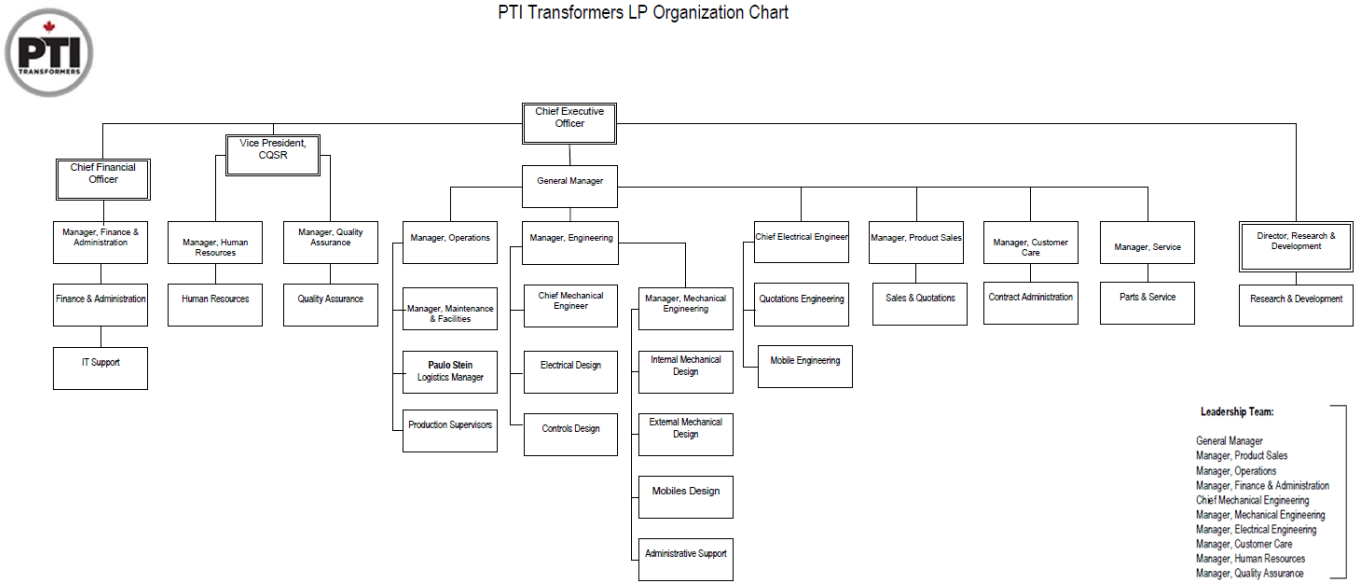
□. ORGANIZATIONAL ROLES, RESPONSIBILITIES AND AUTHORITIES

Personnel responsibilities and authorities are specified in job descriptions. Human Resources controls and maintains the records of all job descriptions.

The hierarchical and functional interrelationships are shown in the company organization charts. These charts are made accessible to personnel through the PTI Intranet.

PTI Transformers LP Organizational Chart



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6. PLANNING

PTI Transformers LP management team takes full responsibility in ensuring that the company manages risks and opportunities relating to stakeholders, the external and internal context and from the quality and environmental aspects. Management teams also ensures that quality and environmental management system meets its intended outcomes, manages external environmental conditions and achieves continual improvement.

A. ACTIONS TO ADDRESS RISK AND OPPORTUNITIES

The Risk Management process of PTI Transformers LP is applied to all departments and summarized in each department's Process Description:

- Leadership Team Process Description QP-00-017
- Quality Assurance Process Description QP-00-018
- Engineering Process Description QP-00-019
- Production Process Description QP-00-020
- Purchasing Process Description QP-00-021
- Administration and Finance Process Description QP-00-022
- Field Service Process Description QP-00-023
- Sales Process Description QP-00-024
- Contract Administration Process Description QP-00-025
- Maintenance Process Description QP-00-026
- Human Resources Process Description QP-00-027

Conceptual Engineering

The Design Team performs a thorough review of customer requirements, which include the original quotations, technical specifications and applicable statutory & regulatory requirements. All these inputs, including lessons learned from similar projects designed and manufactured in the past form part of the technical risk assessment process that the team goes through as a standard practice.

Identification & mitigation of technical risks is a critical step during the development of conceptual design. The results of risk assessment drive additional reviews and quality checks. The output of this process is documented in the Complexity Sheet.

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Steps	Process	Steps	Process
1	Design Philosophy Review	8	Unit Assembly Design Review
2	Electrical Engineering Design Review	9	Final Internal Duplicate Design Review
3	Tank Size Review	10	Final External Design Review
4	Pre-Outline Design Review	11	Final External Design Review Duplicate
5	Outline Design Review	12	Mechanical Engineering Review
6	Winding and Coil Design Review	13	Control Design Review
7	Core Clamping Design Review	14	Control Duplicate Design Review

Environmental Aspects and Impacts

The assessment of the environmental aspects of PTI which have a significant impact on the environment is important in determining applicable environmental policy. Environmental objectives are derived from the environmental aspects and serve to minimize environmental impacts of business activities which are in line with the company's policy and objectives.

Details of this section can be found in PTI's Aspects and Impacts Matrix (FT-75-026) which are reviewed periodically to ensure continuous compliance and improvements.

B. QUALITY AND ENVIRONMENTAL OBJECTIVES

PTI's objectives and the Key Performance Indicators required for the achievement of objectives are defined and pursued through suitable planning and controlling systems.

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7. SUPPORT

A. RESOURCES

Management determines what human and material resources are needed to execute the company goals and objectives and plans these requirements into the annual budget.

a. PEOPLE

Attraction and employment of competent personnel

In the beginning of the recruitment process, the Department Manager and/or Department Supervisor reviews the job description for the position. Human Resource coordinates and supports the selection process wherein the competencies of the candidate are compared with the requirements of the position.

Evaluation, development and follow-up of the needed competencies

Competencies of salaried and hourly staff are evaluated once a year by means of an annual performance appraisal. This is done through Personnel Competence Management (QP-19-033) and Personnel Assessment Procedure (QP-19-036).

b. INFRASTRUCTURE

Capital Investments - The needs for capital investments in the facility are defined in the annual budget.

Management prepares Request for Capital Expenditure form to initiate the capital expenditure projects. This is an internal document that outlines the needs, requirements, benefits and costs associated with each expenditure. A unique account number is given and all materials and labor are charged to this account.

Progress of each requested budget is reviewed monthly by management.

Total Preventive Maintenance – PTI implements processes to maintain the infrastructure needed to achieve conformity to product requirements. Infrastructure includes buildings, workspaces, production equipment and associated utilities. These processes are used to ensure a safe and healthy work environment that is conducive to achieving conformity of product requirements.

Information Technology – PTI IT policy and work instructions provides guidelines to ensure that all hardware and software technology for the business is appropriate, value for money and where applicable integrates with other technology for the business.

c. ENVIRONMENT FOR THE OPERATION OF PROCESSES

PTI creates and implements policies to ensure that the company provides and maintains suitable and sustainable environment necessary for the operation of processes and to achieve conformity of products and services.

PTI gives highest regard to the safety and health of the employees.

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d. MONITORING AND MEASURING RESOURCES

The calibration and control of electrical, non-electrical and process measuring equipment is managed according to procedure QP-40-005, Calibration of Monitoring and Measuring Device. This is to ensure that all measuring devices are properly identified, calibrated, controlled and stored.

e. ORGANIZATIONAL KNOWLEDGE (RESEARCH AND DEVELOPMENT)

PTI performs activities in research and development field in two major areas:

1. Product development and design- realized within the Engineering group.

2. Fundamental and applied research realized within Engineering in conjunction with manufacturing, with support of the University of Manitoba, R&D and other research/scientific institution as required for given projects.

B. COMPETENCE

Salaried Staff:

All Salaried employees are provided an annual performance review and evaluation which includes a review of the performance of tasks assigned per their job description. Review of the achievement of goals and objectives identified from the previous year, development of goals and objectives going forward. Identification of training and development needs in the upcoming year.

Through this review process Human Resources in conjunction with the Manager/Supervisor will develop and implement any identified training and development needs for the employee.

Record Retention:

Training Records are to be maintained in Human Resources. Completed Performance Reviews are maintained by Human Resources in the employee's personnel file.

New Employee Orientation:

Human Resources shall provide an Orientation to new employees on their first day of employment. The orientation includes company information and HR/payroll/benefit enrollment, along with Environmental, Health and Safety orientation and tour.

Training

Staff:

Additional training needs for an employee are identified on the annual Performance Appraisal form, as well as triggered through Touchpoints for Salary and Hourly employees, and within the Training Matrix for upcoming Health and Safety training.

Human Resources reviews all annual Performance Appraisals and initiates any training needs identified as defined in HR Training Plan.

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PTI Training Plan provides a clear understanding of what must happen to meet the training requirements that have been defined, thus, end-users receive training in the knowledge, skills, and/or abilities required to support the new roles, business processes and/or technology.

Completed training are recorded by Human Resources in the Training Matrix.

Job Specific Training:

Department Supervisors are responsible for ensuring all employees in their department are trained per Training and Development Policy (QP-19-056).

A Trainer will be designated to provide the employee with "task" specific training utilizing Work Instructions.

HR is responsible for maintaining training records for each employee and ensuring an annual review of training requirements.

C. COMMUNICATION

Internal Communication

Communication and awareness within PTI are through various forms such as verbal, email, reports, meetings, presentations, and plant communication sessions.

External Communication

All media / external communication reports shall be conducted by the General Manager (or designate).

Social Media Policy (QP-19-026) is also implemented to set out direction and requirements which must be followed when any PTI Transformers LP employees participates in the social media realm.

D. DOCUMENTED INFORMATION

The QMS and EMS documentation consists of:

1. Policies
2. Integrated Systems Manual
3. Procedures
4. Work Instructions
5. Manufacturing Instructions
6. Forms
7. Training Manuals
8. Drawings and Specifications

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9. Customer Supplied Documents, and

10. Standards.

Documentation and data that affect product quality, inclusive of documents such as standards, customer-supplied specifications and drawings are governed by procedure Control of Documents (QP-00-001).

Records are controlled according to procedure Control of Records (QP-00-002).

All documented information for QMS and EMS are in Integrated Management Systems Master Document Matrix.

8. OPERATION

A. OPERATIONAL PLANNING AND CONTROL

The planning of product realization in PTI Transformers LP is oriented towards the pre-defined goals and objectives set by the Management Team and documented in the company Business Plan.

Key Performance Indicators are set to measure achievement of each goals and objectives.

Below figure provides a basic overview of the processes within PTI. Only the processes that directly contribute to the product realization have been incorporated into the flowchart.

It is important to note that PTI is a project driven organization. Projects define the input and the rhythm of the processes. Continual evaluation and improvement of the processes are therefore an automatic outcome of the evolution of the project approach.

Remarks on flowchart:

1. The flowchart suggests a linear and unidirectional flow of the process stream. This is generally true for the production of the transformer, but not for all production-related information exchange.

2. The flowchart represents the process as a consecutive sequence of partial processes. In reality, however, more than one partial process is executed at a given point in time. Consequently, there is not a unique moment of transfer between the partial processes but a continuous transition.

3. During the execution of the project we use the term ‘Potential customer’ and ‘Customer’, as only a limited number of quotations leads to an order and as the Customer’s representative usually changes after the order is placed (from Buyer to Project Manager). After the project has been completed, we use the term ‘Customer – User’.

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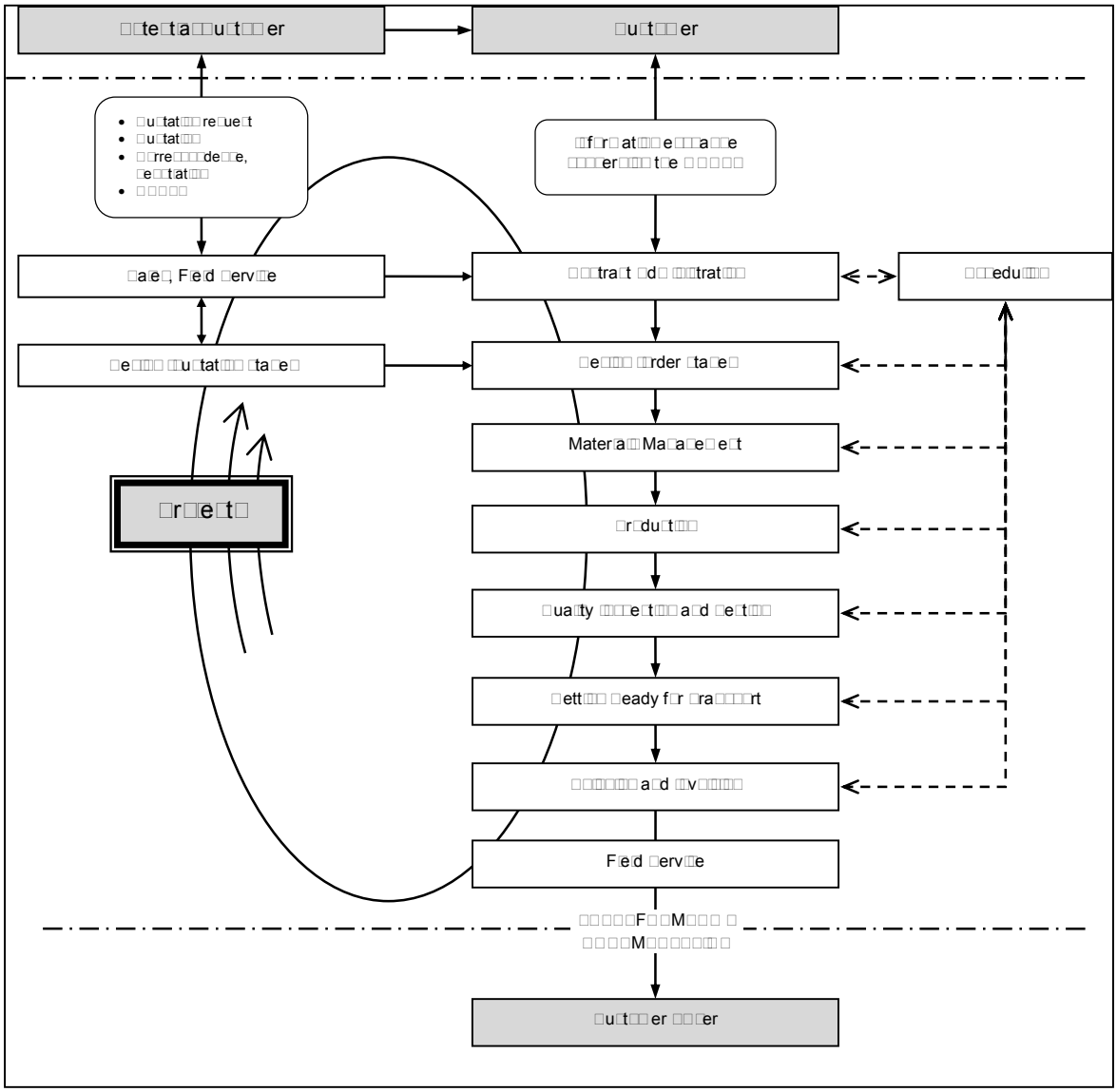

B. REQUIREMENTS FOR PRODUCTS AND SERVICES

Quotation & Sales - Scope & project requirements are defined/determined & reviewed, including any applicable statutory and regulatory requirements, delivery and post-delivery activities and those considered necessary. PTI Transformers LP assesses its ability to meet the customer requirements including commercial and technical risks critical to the project before committing to supply products and services. Likewise, confirmation of requirements is sought from customers before acceptance of the order.

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Pre/Post Contract Award Review (PCAR) – As soon as the order is received and confirmed, Sales initiates a Pre-CAR or kick-off meeting across all departments; Contract Admin, Engineering, Manufacturing, QA etc. Contract Administration takes over and performs thorough review of the specifications, project requirements and deliverables then initiates a kick-off meeting with customers. Handles all clarifications and changes and customer communications.

C. INPUT, OUTPUT, OBJECTIVES AND MEASUREMENT OF THE PROCESSES

1. Sales	
Objective:	Acquire orders in accordance with internal agreements and the customer's requirements.
Customer(s):	Potential Customer, Contract Administration and rest of the organization
Process owner:	Sales Manager

Input(s)	*Output(s)*
1. Customer request for quotation (RFQ) 2. Technical & Commercial information input required to complete quotation 3. Customer quotation inquiries (questions to quote submitted) 4. Quotation inquiry input 5. New Order	1. Bid Acknowledgement, if required. 2. RFQ date base update 3. Create Tender File 4. Request for quotation input 5. Quotation data base updated 6. Formal response to quotation request 7. Request for inquiry input 8. Response to customer inquiry 9. Updated pricing schedule 10. Negotiated file provided to Contract Administration

Applicable procedure:	
QP-00-003	Sales
QP-00-024	Sales Process Description

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2. Design (Quotation Stage)		
Objective:	Produce a technically correct preliminary design in accordance with the Customer's technical specifications, internal design rules and official standards. The preliminary design should represent the optimal cost price.	
Customer(s)	Sales, Field Service, Design (order stage), when a quotation leads to an order.	
Process owner:	Engineering Manager	
Input(s):		*Output(s):*
1. Technical part of the quotation request and technical specifications received from Sales, Field Service. 2. Additional requirements or questions from Sales or the Customer. 3. Price and long-term information from Materials management 4. Guidelines for design, production, testing, and shipping. 5. Official standards		1. A technically complete and correct design representing an optimal cost price for Sales, and/or Field Service which will later become the basis for Design once the order is received.
Applicable procedure		
QP-00-004	Design (Quotation Stage)	
QP-00-019	Engineering Process Description	

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3. Contract Administration		
Objective:	Managing the orders and field service activities in order to achieve customer satisfaction and to defend the interests of the organization. Acquire parts orders in accordance with customer requirements. Spearheading communications to and from customers to the organization.	
Customer(s):	Customer, external service providers and rest of the organization	
Process owner:	Customer Care Manager	
Input(s)		*Output(s)*
1. Orders from sales department 2. Orders direct from Customer 3. Field service requests 4. Additional information from the customer throughout the entire process 5. Input from the entire organization throughout the entire process 6. Information required to quote repairs.		1. Gathering and distributing all project-related information required by the customer from the organization 2. Obtaining and distributing all information required by the organization from the customer 3. Coordinating Field Service activities 4. All order related information for project management once the order has been placed 5. Obtaining and distributing all information required by the customer from the organization
Applicable procedure		
QP-00-005	Contract Administration	
QP-00-025	Contract Administration Process Description	

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4. Scheduling	
Objective:	Create and maintain a production schedule in order to track all processes from the moment the order form is received, up to the point of shipping the order. Maintain this planning schedule and/or adjust it to correspond to reality and the changes requested by the customer.
Customer(s):	Customer and the rest of the Organization
Process owner:	Master Production Scheduler

Input(s)	*Output(s)*
1. Detailed information related to orders and confirmed reservations 2. Information related to potential new orders 3. Progress of design and manufacturing 4. Status of production schedule 5. Capacity utilization 6. Information related to manufactured spare parts requirements	1. Monitoring and maintenance of Master Schedule 2. Monitoring and maintenance of order book 3. Order-specific customer schedules 4. Monitoring of capacity utilization

Applicable procedure	
QP-00-006	Scheduling
QP-00-020	Production Process Description

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5. Design (Order Stage)		
Objective:	Making a correct and productive design that fully conforms technically to the requirements, at a total cost that is to be kept as low as possible. Producing a production file and customer documents.	
Customer(s)	Materials, Operations, and the Customer	
Process owner:	Engineering Manager	
Inputs:		*Outputs:*
1. Technical specifications 2. Preliminary design from the quotation stage 3. Planning data 4. Design guidelines, standards, cost information 5. Technical remarks and customer's changes		1. Materials order information 2. Drawings and instructions 3. Design documents for the end customer 4. Transformer Instruction Manuals 5. EQP
Applicable procedure		
QP-00-004	Design (Order Stage)	
QP-00-019	Engineering Process Description	

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6. Materials Management		
Objective:	Purchase services and materials as specified by the organization according to the planning schedule and at competitive prices in accordance with product/service quality, customer specifications and vendor capability. Receipt and management of the purchased materials as well as internal supply to various departments.	
Customer(s):	Sales, Field Service, Design, and Production	
Process owner:	Operations Manager	
Input(s)		*Output(s)*
1. Design-related information from Design (order stage), planning information, information and quotations from suppliers. 2. Spare-parts requirements from Sales, Field Service 3. Supply of material and planning of material requirements		1. Ordering materials and supply to the appropriate department in accordance with Scheduling 2. Price information and purchasing contracts. 3. Correct internal supply and storage of materials
Applicable procedure		
QP-00-014	Materials Management	
QP-00-021	Purchasing Process Description	

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7. Production		
Objective:	Manufacturing transformers according to the design, the production schedule, Master Schedule and the applicable procedures, specifications and working methods.	
Customer(s):	The Customer (via Contract Administration)	
Process owner:	Operations Manager	
Input(s)		*Output(s)*
1. Design-related information from Design (order stage) 2. Materials supply from Materials management 3. Planning information 4. CIS via Contract Administration		1. Supply, Inspection and Testing with a transformer that is ready for testing 2. Parts
Applicable procedure		
QP-00-015	Production	
QP-00-020	Production Process Description	

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8. Inspection and Testing		
Objective:	Organize and/or perform intermediate inspections of Production and Getting Ready for Transport as well as the inspection of incoming materials. Test the finished transformer – whether or not in the presence of the customer – to verify whether all requirements – both of the customer and Design (order stage) – have been fulfilled.	
Customer(s):	The customer (via Contract Administration), Production	
Process owner:	Quality Manager	
Input(s)		*Output(s)*
1. Incoming materials 2. Transformer under construction 3. Transformer ready for testing 4. Technical specifications: drawings, data schedules, diagrams, test instruction summary (TIS) 5. The Inspection and Test Plan (ITP)		1. A tested transformer or parts 2. Test certificates (issued by PTI and suppliers) and (internal) testing report 3. Measuring results to Design (order stage) 4. Release signal for disassembly
Applicable procedure		
QP-00-028	Inspection & Testing	
QP-00-020	Production Process Description	
QP-00-018	Quality Assurance Process Description	

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9. Getting Ready for Transport		
Objective:	Disassemble the tested transformer and pack according to the internal guidelines and the customer's specifications, so the transformer can be shipped safely.	
Customer(s):	Customer, Carrier, Installer, Field Service	
Process owner:	Operations Manager	
Input(s)		*Output(s)*
1. Released transformer + testing documents + Transformer Manual 2. Shipping data 3. Outlines, legends, drawings 4. Packing data, specification, special instructions 5. CIS (Contract Administration) 6. Carrier instructions		1. Painted, packed and marked transformer 2. Dimensions and weights 3. Final packing list 4. Parts
Applicable procedure		
QP-40-010	Getting Ready for Transport	
QP-00-018	Quality Assurance Process Description	

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10. Shipping and Invoicing		
Objective:	Organize the shipping of the transformers (+ accessories) and invoice according to the contractual agreements + providing documentation for export purposes	
Customer(s):	The Customer or his representative, the carrier, and the organization (mainly Contract Administration including Finance & Administration)	
Process owner:	Finance Manager, Operations Manager	
Input(s)		*Output(s)*
1. Outlines, legends, drawings 2. Shipping and invoicing order from Contract Administration 3. Delivery and/or payment conditions		1. Shipping orders for transformers + accessories 2. Shipping documents: import - export 3. Invoicing 4. Customs documents
Applicable procedure		
QP-00-008	Shipping and Invoicing	
QP-00-022	Finance and Administration Process Description	

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11. Field Service	
Objective:	Organize, and execute the assembly, commissioning, testing of transformers in the field.
Customer(s):	The Customer or his representative, the carrier, and the organization; Third party contractor, Contract Administration, Finance, Testing
Process owner:	Customer Care Manager; Testing, Engineering

Input(s)	*Output(s)*
1. Transformer, delivery 2. Outlines, legends, drawings, RFQ for third party contractor 3. Assembly materials 4. P.O. for materials, contractors	1. Assembled, tested, commissioned transformer 2. Field test reports 3. Invoicing

Applicable procedure	
QP-00-026	Field Service Process Description
QP-00-025	Contract Administration Process Description

D. EMERGENCY RESPONSE

PTI is committed to taking appropriate measures to effectively respond to emergencies, with the primary goal of preserving life, protecting the environment/property, and restoring operations as quickly as possible.

A policy is created and implemented to ensure that PTI prepares for and responds effectively to an emergency situation through the appropriate use of resources and mitigates the long-term effects of an emergency on its operations.

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E. CONTROL OF EXTERNALLY PROVIDED PROCESSES, PRODUCTS AND SERVICES

a. Supplier Quality Assurance

Supplier Quality Assurance is PTI's confidence in supplier's ability to deliver goods or service that will satisfy the company's requirements which can be achieved through interactive relationship between PTI and supplier.

Sub-supplier Qualification – Materials identified in the Critical Item List triggers the Sub-supplier and New Material Qualification process, that is meant to address risks associated with unfit suppliers and sub-standard or poor-quality materials. Driven by Purchasing, Suppliers are pre-qualified based on their previous experience and capability to supply materials to PTI's and our customer's specification requirements. The extent of control applied varies on its impact to customer and PTI.

First Article Inspection – This process is put in-place as part of Sub-supplier and New Material Qualification process. The first delivery of materials goes through extensive inspection by qualified QA personnel with Engineering personnel as required. The requirements must be satisfied before materials can be expedited to production.

F. PRODUCTION AND SERVICE PROVISION

a. Manufacturing and Work Instructions

PTI ensures that all processes are covered and documented to provide visual and comprehensive guidelines and instructions for manufacturing of transformers.

These instructions also contain:

- Pertinent Engineering Specifications
- Quality, Environmental and Safety notes

b. Identification and Traceability

Transformer and its components can be identified and allocated throughout the entire process form raw materials to finished product through Identification and Traceability Procedure (QP-40-006).

G. RELEASE OF PRODUCTS AND SERVICES

Product characteristics are monitored and measured at various stages throughout product realization. The Engineering Quality Program (EQP) monitors and records the conformity of product throughout the design process. Various production activities and product inspections throughout the manufacturing process are identified, monitored and recorded through the Progressive Control Record (PCR) books.

Only product that has passed all required in-process and final inspections and tests will be released to the customer.

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H. CONTROL OF NON -CONFORMING OUTPUTS

Non-conformances are identified, segregated and disposed of in accordance with Control of Non-Conformance Procedure (QP-00-013) for product and process related issue. While Incident Investigation (SP-75-005) investigates Environmental, Health and Safety incident and near misses to obtain and analyze the pertinent facts to prevent reoccurrence of similar incidents in the future.

Customer Complaints

A complaint is the reporting of substandard quality as perceived by the customer.

Any employee may establish or receive a customer complaint and will ensure that the complaint is registered with Contract Administration for follow-up. Field complaints may be received by Contract Administration or by Field Service. Field Service and/or Contract Administration will acknowledge receipt of the complaint and initiate action and resolution of the complaint through the Complaint Response Team.

Field Service and/or Contract Administration will acknowledge receipt of the complaint and initiate action and resolution of the complaint through the appropriate departments.

Complaints are analyzed and the results reported at Management Review.

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9. PERFORMANCE EVALUATION

A. MONITORING, MEASUREMENT, ANALYSIS AND EVALUATION

Quality and Environmental Management System processes are monitored and measured by the respective Process Owners through their selected KPI's. Process owners must select KPI's that allow them to monitor their process or department's performance, and be able to react where corrections or improvements are required.

The measurements are reported and reviewed regularly to identify opportunities for improvement and to track the effectiveness of implementation.

The driving force behind continual improvement ultimately lies at the level of management responsibility: the management outlines the policy and the planning and provides the necessary resources to realize the product. Data related to achievements with regard to customer satisfaction, system, processes and product and environmental, health and safety compliance are gathered and reported back to the management through management reviews. The review conclusions serve as input to changes of the policy, objectives and KPI's. The circle of improvement is therefore reviewed and closed at the highest level of the company.

a. Customer Satisfaction

Customer satisfaction is of paramount importance and is the primary responsibility of every employee.

Customer feedback is obtained through various sources such as a Customer Satisfaction Survey, customer complaints and field service reports. Data from each source is analyzed and the results are presented at Management Review. Based on the results, corrective and/ or preventive actions may be required.

B. INTERNAL AUDIT

The purpose of internal audit is to evaluate and improve the effectiveness of governance, risk management and control processes as defined in the company's quality and environmental management system and related processes.

Internal audits are not limited within their scope and may address processes and activities that contribute to customer satisfaction or continual improvement.

Periodic internal audits will be carried out to determine the effectiveness of the quality management system. The Quality Manager is responsible for organizing and managing the audit program and required follow-up according to Internal Audit Procedure (QP-00-012).

The results of internal audits and the status of corrective actions are reported in the Quality Management Review. The implementation and effectiveness of the corrective actions are verified and reported during follow-up audits.

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C. MANAGEMENT REVIEW

Management review and evaluate the quality and environmental management system a minimum of twice yearly during the Management Review Meeting.

Actual compliance with Integrated Management Systems to ensure reliability and continuity of products. The following, but not limited to, ISO 9001 and 14001 requirements should be reviewed during management meetings:

- status of actions from previous management reviews
- changes in external and internal issues that are relevant to Quality and Environmental Management System
- information on performance and effectiveness of the management systems
- the extent to which the objectives have been achieved
- adequacy of resources
- effectiveness of actions taken to address risks and opportunities
- opportunities for improvements

Results of this meeting are decisions and actions to increase customer satisfaction and improve the overall quality of products and services provided by PTI to all customers both internal and external.

Output data of analysis are formalized in Meeting Minutes with necessary actions, responsibilities and completion dates and should be confirmed by top management. The output data are any solutions and actions related to:

- conclusions on the continuing suitability, adequacy and effectiveness of the quality and environmental management system any need for changes to the management systems
- decisions related to continual improvement opportunities
- decisions related to any need for changes to the quality and environmental management system, including resources
- actions, if needed, if objectives are not achieved
- opportunities to improve integration of the environmental management system with other business processes, if needed
- any implications for the strategic direction of the organization

On an annual basis, the management reviews and evaluates the quality policy, quality objectives and key performance indicators and assesses any need for changes to the quality management system.

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10. IMPROVEMENT

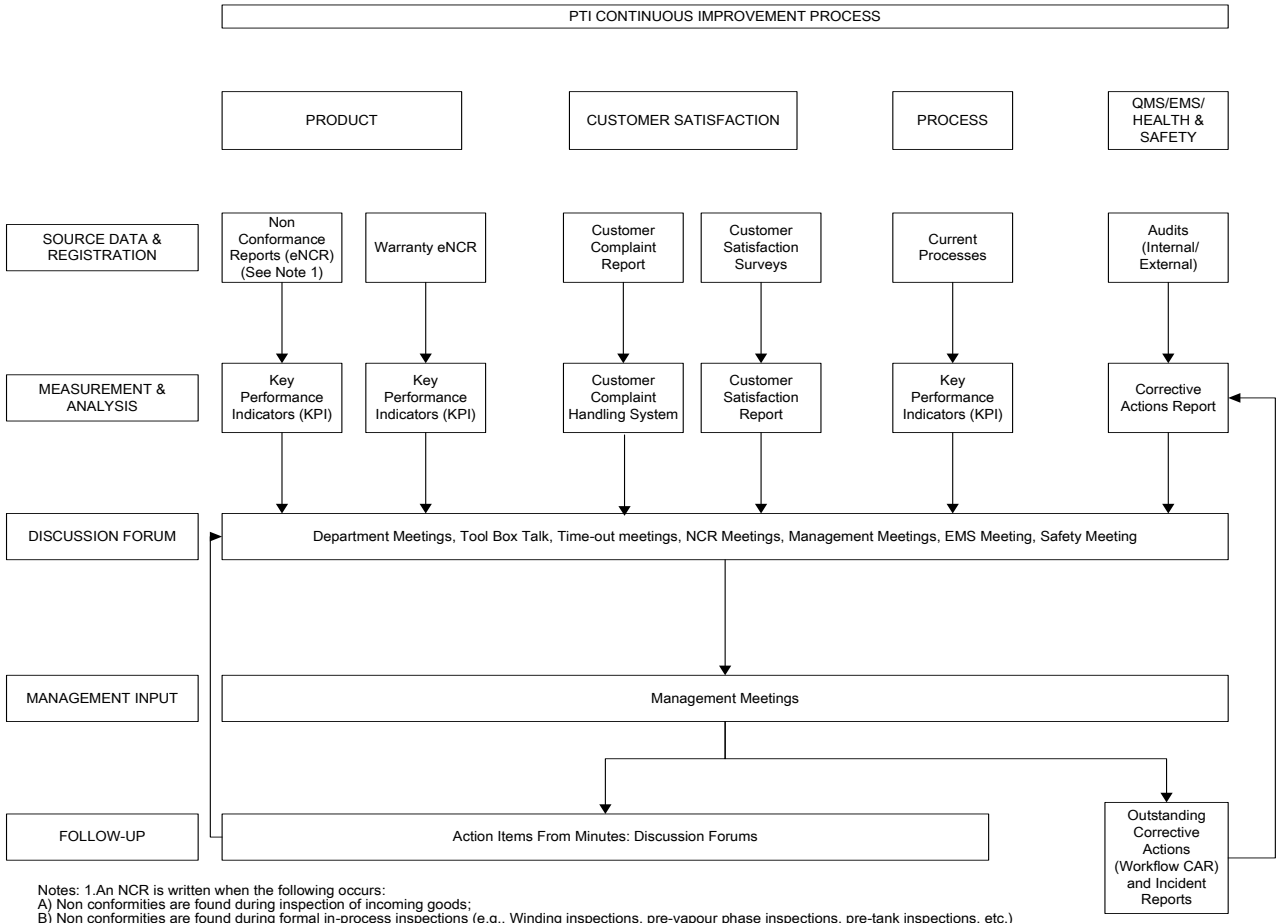
A. NON-CONFORMITY AND CORRECTIVE ACTION

Corrective action is implemented through Control of Non-conformances according to procedure QP-00-013 and through Corrective Action Requests according to procedure QP-00-010.

Preventive action is implemented according to procedure QP-00-011.

B. CONTINUAL IMPROVEMENT

The process by which PTI identifies and implements continual improvement is outlined in procedure QP-00-009.



Notes: 1.An NCR is written when the following occurs:
A) Non conformities are found during inspection of incoming goods;
B) Non conformities are found during formal in-process inspections (e.g.. Winding inspections, pre-vapour phase inspections, pre-tank inspections, etc.)
C) Non conformities are found during production.
D) Non conformities are found during transformer testing.
E) Non conformities are found during assembly and /or site acceptance testing
F) On incident relating to Environmental, Health, & Safety

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11. Approval List

Responsibility Center: Quality	Prepared by & Accepted for QA: Date: Arlyne Jutiz *Original signed*	*Intentionally left blank*
Accepted for Leadership Team: Brett Todd *Original signed*	Accepted for Operations: Jason Brown *Original signed*	Accepted for Human Resources: Stephanie Jacobs-Lockhart *Original signed*
Accepted for Customer Care: Maria Quintas *Original signed*	Accepted for Sales: Dan Boyd *Original signed*	Accepted for Finance & Admin: Kathleen Caithness *Original signed*
Accepted for Engineering: Jim Nielsen *Original signed*	Accepted for Engineering: Jeff Sawler *Original signed*	Accepted for Engineering: Kyle Kuby *Original signed*

12. Revision History:

Rev	Revised by	Date	Brief Description of revision
8	Arlyne Jutiz	April 24, 2020	□ Add PTI Vision, Mission and Core Values on 5A □ Made changes on #2 (page 4), #3 (page 5), 4B, 9C and 10B □ Update Organizational Chart
9	Arlyne Jutiz	January 19, 2021	□ Update Organizational Chart
10	Arlyne Jutiz	April 1, 2021	□ Updated Sections 4.A and D
11	Arlyne Jutiz	March 15, 2022	□ Added reference to Environmental Aspects and Impacts (FT-75-026) and company website on Section 4 □ Added PTI Four Pillars of Success in Section 5 □ Updated reference for "Training" from QP-19-033 to QP-19-056
12	Arlyne Jutiz	January 9, 2022	□ Updated Organizational Chart □ Revised 7A a People, 7B New Employee Orientation, 7B Training

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PTI TRANSFORMERS LP	SAFETY AND HEALTH POLICY	
Quality Management System POLICY	Document Number: SP-75-001	

At PTI Tranformers, we are committed to driving an occupational safety and health culture, preventing occupational illnesses and injuries, and supporting mental wellness in our workplace. This will be accomplished through transparent and consistent application, monitoring and continuous improvement of our health and safety management and internal responsibility systems by eliminating hazards and reducing risks that may cause workplace injury, illness and/or damage to property.

Driven to comply with all applicable health and safety legislation, best practices and other related standards, and our company values, we aim to create and maintain a safe and healthy working environment for all of our employees. In fulfilling this commitment, we develop employee safety and health competency through effective training and leadership at all levels in the organization. This means that PTI will provide sufficient information, instruction, training, and supervision to ensure the safety, health and welfare of its employees in the workplace.

Our Joint Workplace Safety and Health Committee will regularly meet to inspect, discuss and make recommendations as appropriate with the objective of positively contributing to the health and safety of our employees and workplace. Through employee consultation and collaboration, we will continually strive to make improvements in our health and safety management systems.

The right to work in safe and healthy conditions applies to all PTI employees, on-site contractors and visitors. We will also endeavour to be a steward of the environment and our community that may be impacted and may be affected by PTI activities. Everyone working with or for PTI is expected to take ownership of their own health and safety, and that of those around them.

George T. Jr. Partyka
CEO

February
Date

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PTI TRANSFORMERS LP	SAFETY AND HEALTH POLICY	
Quality Management System POLICY	Document Number: SP-75-001	

1. **Purpose**

The purpose of the Health and Safety Policy is to create a safe and healthy working environment for all of PTI's employees including contractors.

2. **Scope**

This policy applies to all employees, contractors, and visitors of PTI Transformers in Manitoba.

3. **Definitions**

Competent: possessing knowledge, experience, and training to perform a specific duty.

Contractor: means a person who, pursuant to one or more contracts, directs the activities of one or more employers or self-employed persons involved in work at a workplace.

Internal System of Responsibility ("IRS"): an employee-employer partnership in ensuring a safe and healthy workplace.

Manitoba Regulation ("The Regulation"), 217/2006

Owner: in relation to any land or premises used or to be used as a workplace, includes (a) a trustee, receiver, mortgagee in possession, tenant, lessee, licensee or occupier of the land or premises, and (b) a person who acts for or on behalf of an owner as an agent or delegate, but does not include a person who occupies premises used as a private residence, unless that person carries on a business, profession or trade at that residence.

The Manitoba Workplace Safety and Health Act ("the Act"), Chapter W210 10/02

4. **Roles, Responsibility and Authority**

4.1. Employer Safety Responsibilities

PTI is responsible for the safety, health and well-being of all employees while they are at work by developing and effectively applying sound safety policies and procedures in the workplace.

The responsibilities include but are not limited to:

- Ensure the safety, health and welfare at work of all workers;
- Ensure that the activities of PTI's workers do not negatively affect the health, safety or welfare of other workers or any self-employed person at the place of employment;
- Ensure that any person(s) who are not in PTI's employ are not exposed to risks to their safety or health arising out of, or in connection with activities from PTI;

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- Consult and co-operate in a timely manner with the health and safety committee for the purpose of resolving concerns on matters of health, safety and welfare at work;
- Consult and co-operate with the workplace safety and health committee, regarding the duties and matters with which that committee is charged under the Act;
- Ensure that there is a reasonable attempt to resolve, in a timely manner, concerns raised by the health and safety committee;
- Co-operate with any other person exercising a duty imposed by the Act, or the regulations;
- Provide to all employees such information, instruction, training, supervision and facilities to ensure the safety, health and welfare at work of all PTI workers;
- Comply with the Act and the Regulations;
- Provide and maintain a workplace, necessary equipment, systems and tools that are safe and without risks to health, so far as is reasonably practicable;
- Ensure when PTI's employee(s) are working on a construction project that has a prime contractor, advise the prime contractor of the name of the supervisor of PTI's workers on the project
- Ensure the provision and maintenance of plant, systems of work and working environments for the health, safety and welfare at work of PTI's workers;
- Oversee and facilitate the use, handling, storage and transport of articles and substances in a manner that protects the health and safety of workers;
- Maintain a safe means of entrance to and exit from the place of employment and all worksites and work-related areas in or at the place of employment
- Ensure that all workers, supervisors, foremen, chargehands or similar persons, are acquainted with any safety or health hazards which may be encountered by the workers in the course of their service, and that workers are familiar with the use of all devices or equipment provided for their protection;
- Ensure all work at the place of employment is sufficiently and competently supervised by a person who is competent with the knowledge, training or experience, to ensure that work is performed in a safe manner, and is familiar with this Act and the regulations that apply to the work performed at PTI.

4.2 Managers and Supervisory Safety Responsibilities

Managers and Supervisors are responsible for the promotion of health and safety awareness in their respective areas of responsibility. They are expected to demonstrate its importance, on a daily basis, through their actions and attitudes.

Managers and Supervisors responsibilities include but are not limited to the following:

- Take all precautions necessary to protect the safety and health of a worker under their supervision,
- Ensure that employees under their supervision works in accordance with the procedures and measures required by the Act and the regulations;
- Ensure that all employees under their supervision use all devices; and wears all clothing and personal protective equipment designated and provided by PTI or required to be used or worn by the Act or the regulations;

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- Advise all employees under their supervision of all known or reasonably foreseeable risks to safety and health in the area where the worker is performing work;
- Ensure, insofar as is reasonably practicable, that all workers under the supervisor's direct oversight and direction are not exposed to harassment at the place of employment;
- Co-operate with any other person exercising a duty imposed by the Act or the regulations; and comply with the Act and the regulations.

4.3 Employee Safety Responsibilities

Employees shall take care to protect their own safety and health, and the safety and health of others that may be affected by their own actions or omissions at work.

Employee responsibilities include but are not limited to the following:

- At all times, use all safeguards, safety appliances devices and wear all articles of clothing and personal protective equipment designated and provided for their protection by PTI, or required to be used and worn by the regulations charged under the Act
- Consult and co-operate with the Workplace Safety and Health Committee regarding the duties and matters with which that committee is charged under the Act;
- Co-operate with PTI in the discharge of PTI's responsibilities;
- Follow the safe work practices and procedures required by or developed pursuant to the regulations and any other regulations made pursuant to the Act;
- Conduct himself/herself at work in a safe and responsible manner and refrain from causing or participating in the harassment of another worker;
- Comply with the Act and the regulations and co-operate with any other person exercising a duty imposed by the Act or the regulations.
- Report any dangerous procedure, hazard, or dangerous condition to own supervisor immediately. In the event there is no resolution to these concerns, report conditions or problems to the Safety and Health Committee member.

4.4 Self Employed Persons, Contractors and Owners Safety Responsibilities

Self employed persons, contractors, and owners shall take care to protect their own safety and health, and the safety and health of others that may be affected by their own actions or omissions at work.

Responsibilities include but are not limited to the following:

- Ensure that every workplace that is in a contract with the contracting employer, and every work process or procedure performed that is not in the direct and complete control of a self-employed person, contractor or owner does not create a risk to the safety and health of any person;
- Where the contractor is involved in work on a construction project that has a prime contractor, advise the prime contractor of the name of every employer with whom the contractor has contracted to perform work on the project;

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- Ensure, so far as is reasonably practicable, that the land or premises used as a workplace that is under his or her control is provided and maintained in a manner that does not create a risk to the safety or health of any person;
- Ensure, insofar as is reasonably practicable, that any area of the plant, or activity occurring in or on an area of the plant, that is not in the direct and complete control of any contractor or employer who works or employs one or more workers who work in or on the plant, is maintained or is carried on in compliance with the Act and the regulations and does not endanger the health or safety of any contractor, employer, or worker who works in or on the plant;
- Co-operate with any other person exercising a duty imposed by the Act or the regulations, and at all times, comply with the Act and the regulations; and
- Report any dangerous procedure, hazard, or dangerous condition to your supervisor immediately. In the event there is no resolution to these concerns, report conditions or problems to your Safety and Health Committee Member.
- Comply with the Act and the regulations.

4.5 Workplace Safety and Health Committee

The role of the Safety and Health Committee is to monitor the effectiveness of the internal responsibility system in the workplace, make recommendations to PTI and assist in the prevention of incident, injury and illness.

Duties of the Safety and Health Committee include:

- Continually assist to maintain the effectiveness of the IRS.
- Receive, consider, and resolve complaints relating to safety and health in the workplace.
- Identify safety and health risks in the workplace and develop measures to address these risks.
- Make recommendations to PTI Transformers LP to address safety and health concerns in the workplace.
- Inspect the workplace, including work processes and procedures, at least once before each regularly scheduled meeting.
- Maintain records pertaining to workplace accidents, injuries, hazards, and complaints related to safety and health in the workplace.
- Develop and promote workplace safety and health informative materials.
- Participate in the investigation of accidents and dangerous occurrences in the workplace.
- Accompany a safety and health officer conducting a workplace inspection or investigation upon request.
- Keep employee's personal health information confidential unless the disclosure is required or permitted by law.
- Helping orient new and inexperienced workers.
- Handle refusals to work under section 43(1) of the Act, when applicable.
- Other duties as may be specified in The Manitoba Workplace Safety and Health Act.

5. **Due Diligence**

Due diligence is the level of judgment, care, prudence, determination, and activity that a person would reasonably be expected to do under particular circumstances. When applied to occupational safety and health, due diligence

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means that PTI shall take all reasonable precautions, under the particular circumstances, to prevent injuries or incidents in the workplace.

To establish due diligence, PTI must identify possible workplace hazards and carry out the appropriate preventative and corrective actions to prevent incidents or injuries arising from these hazards.

PTI establishes Due Diligence by including the following criteria:

- Have in place written safety and health policies, practices, and procedures. These would demonstrate and document that PTI carried out workplace safety audits, identified hazardous practices and hazardous conditions and made the necessary changes to correct these conditions, and provided employees with information to enable them to work safely.
- Provide the appropriate training and education to the employees so that they understand and carry out their work according to the established policies, practices, and procedures.
- Train the supervisors to ensure they are competent persons, as defined in the Act.
- Monitor the workplace and ensure that employees are following the policies, practices and procedures.
- Hold employees accountable to take reasonable care to ensure the safety of themselves and their coworkers through written documentation of progressive discipline for breaches of safety as applicable.

6. **Worker Rights**

Employees have the right to know, right to participate, right to refuse, and right to be in the workplace without being subject to a discriminatory action. The parameters of these rights and the process for exercising these rights are outlined in the Workplace Safety and Health Act and Regulations.

Right to Know

Know about hazards in the workplace and which precautions must be taken to prevent injury or illness from these hazards (ie. WHMIS education).

Right to Participate

Employees have the right to participate in safety and health activities at the workplace, including involvement in the joint workplace safety and health committee or by voicing concerns or suggestions for safety improvements.

Right to Refuse Process

Employees have the right to refuse work for anything that they believe is a danger to their safety and health or the safety and health of others that could cause immediate and serious, or long-term effects.

Right to Work Without Being Subject to Discriminatory Action

No employee may be discriminated against for:

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- exercising a right under or carrying out a duty in accordance with the Act or the regulations;
- testifying in a proceeding under the Act;
- giving information about workplace conditions affecting the safety, health or welfare of any worker
- you have the right to refuse to work if you have reasonable cause to believe that: the work constitutes a danger to your safety or health or to the safety or health of another worker or another person

7. **References**

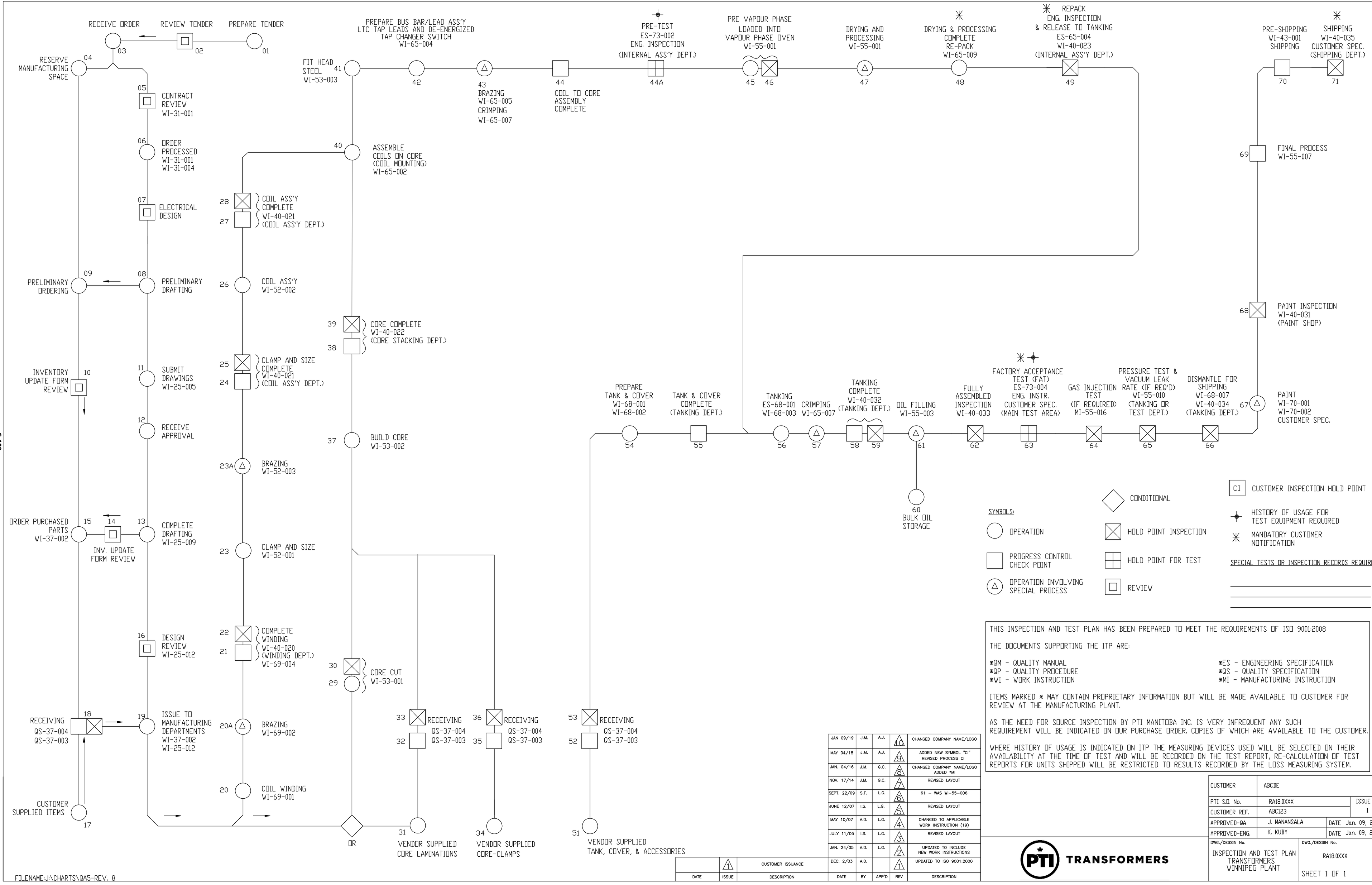
- The Manitoba Workplace Safety and Health Act, Chapter W210 10/02
- The Manitoba Workplace Safety and Health Regulations, 217/2006
- The Occupational Health and Safety Act, 1993
- The Occupational Health and Safety Regulations, 1996

8. **Approval List**

Responsibility Center:	Prepared by: Date: February Janelle Vanbeselaere	Issued by ISO Coord: Date: Luisa Gaitan
Accepted for Quality: Date: Arlyne Jutiz	Accepted for HR : Date: February 11. Stephanie Jacobs-Lockhart	*Intentionally left blank*

9. **Revision History:**

Revision no.	Revised by	Date	Description of Revision
0	Nidia Jones	January 14, 2021	Initial Release



SYMBOLS:

- OPERATION
- PROGRESS CONTROL CHECK POINT
- OPERATION INVOLVING SPECIAL PROCESS
- CONDITIONAL
- HOLD POINT INSPECTION
- HOLD POINT FOR TEST
- REVIEW
- CI — CUSTOMER INSPECTION HOLD POINT
- HISTORY OF USAGE FOR TEST EQUIPMENT REQUIRED
- MANDATORY CUSTOMER NOTIFICATION

SPECIAL TESTS OR INSPECTION RECORDS REQUIRED:

THIS INSPECTION AND TEST PLAN HAS BEEN PREPARED TO MEET THE REQUIREMENTS OF ISO 9001:2008

THE DOCUMENTS SUPPORTING THE ITP ARE:

*QM - QUALITY MANUAL
*QP - QUALITY PROCEDURE
*WI - WORK INSTRUCTION
*ES - ENGINEERING SPECIFICATION
*QS - QUALITY SPECIFICATION
*MI - MANUFACTURING INSTRUCTION

ITEMS MARKED * MAY CONTAIN PROPRIETARY INFORMATION BUT WILL BE MADE AVAILABLE TO CUSTOMER FOR REVIEW AT THE MANUFACTURING PLANT.

AS THE NEED FOR SOURCE INSPECTION BY PTI MANITOBA INC. IS VERY INFREQUENT ANY SUCH REQUIREMENT WILL BE INDICATED ON OUR PURCHASE ORDER. COPIES OF WHICH ARE AVAILABLE TO THE CUSTOMER.

WHERE HISTORY OF USAGE IS INDICATED ON ITP THE MEASURING DEVICES USED WILL BE SELECTED ON THEIR AVAILABILITY AT THE TIME OF TEST AND WILL BE RECORDED ON THE TEST REPORT, RE-CALCULATION OF TEST REPORTS FOR UNITS SHIPPED WILL BE RESTRICTED TO RESULTS RECORDED BY THE LOSS MEASURING SYSTEM.

DATE	ISSUE	DESCRIPTION
	1	CUSTOMER ISSUANCE

DATE	BY	APP'D	REV	DESCRIPTION
JAN 09/19	J.M.	A.J.	10	CHANGED COMPANY NAME/LOGO
MAY 04/18	J.M.	A.J.	9	ADDED NEW SYMBOL "CI" REVISED PROCESS CI
JAN. 04/16	J.M.	G.C.	8	CHANGED COMPANY NAME/LOGO ADDED *MI
NOV. 17/14	J.M.	G.C.	7	REVISED LAYOUT
SEPT. 22/09	S.T.	L.G.	6	61 – WAS WI-55-006
JUNE 12/07	I.S.	L.G.	5	REVISED LAYOUT
MAY 10/07	A.D.	L.G.	4	CHANGED TO APPLICABLE WORK INSTRUCTION (19)
JULY 11/05	I.S.	L.G.	3	REVISED LAYOUT
JAN. 24/05	A.D.	L.G.	2	UPDATED TO INCLUDE NEW WORK INSTRUCTIONS
DEC. 2/03	A.D.		1	UPDATED TO ISO 9001:2000

CUSTOMER	ABCDE
PTI S.O. No.	RA18.0XXX
ISSUE No.	1
CUSTOMER REF.	ABC123
APPROVED-QA	J. MANANSALA
DATE	Jan. 09, 2019
APPROVED-ENG.	K. KUBY
DATE	Jan. 09, 2019
DWG./DESSIN No.	INSPECTION AND TEST PLAN TRANSFORMERS WINNIPEG PLANT
DWG./DESSIN No.	RA18.0XXX
	SHEET 1 OF 1

PTI TRANSFORMERS

CONTRACT# ELE/230196

FILENAME:J:\CHARTS\QA5-REV. 8

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Certificate Of Completion

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Source Envelope:

Document Pages: 111 Signatures: 4 Envelope Originator:

Certificate Pages: 5 Initials: 0 Patricia Lewis

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Signer Events	Signature	Timestamp
Brett Todd btodd@ptitransformers.com General Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Brett Todd AADD9E075F774EC... Signature Adoption: Pre-selected Style Using IP Address: 205.200.77.138	Sent: 10/4/2023 3:23:33 PM Viewed: 10/4/2023 3:38:46 PM Signed: 10/4/2023 3:39:08 PM
Electronic Record and Signature Disclosure: Accepted: 10/4/2023 3:38:46 PM ID: 31163493-9de3-4ff8-93ca-933dffa1d537		
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: 10/4/2023 3:39:11 PM Viewed: 10/12/2023 2:41:59 PM Signed: 10/12/2023 2:42:43 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Janice Mitchell jmitchell@ocalafl.org CFO Security Level: Email, Account Authentication (None)	DocuSigned by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/12/2023 2:42:46 PM Viewed: 10/13/2023 8:25:41 AM Signed: 10/13/2023 8:31:11 AM
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Angel B. Jacobs ajacobs@ocalafl.org Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/13/2023 8:31:14 AM Viewed: 10/13/2023 9:26:47 AM Signed: 10/13/2023 9:27:09 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
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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	10/4/2023 3:23:33 PM
Certified Delivered	Security Checked	10/13/2023 9:26:47 AM
Signing Complete	Security Checked	10/13/2023 9:27:09 AM
Completed	Security Checked	10/13/2023 9:27:09 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 DESIGN AND FURNISH RELAYS AND PANELS – DEARMIN AND WATER PLANT SUBSTATIONS

THIS AGREEMENT TO DESIGN AND FURNISH RELAYS AND PANELS – DEARMIN AND WATER PLANT SUBSTATIONS (Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **POWERSERVE TECHNOLOGIES, INC.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 65-0618324) ("Contractor").

R E C I T A L S :

WHEREAS, on April 29, 2025, City issued an Invitation to Bid ("ITB") for the design and provision of relays and panels for its Dearmin and Water Plant electric substations, ITB No.: ELE/250610 (the "Solicitation"); and

WHEREAS, a total of four (4) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Powerserve Technologies, Inc. was found to be the lowest; and

WHEREAS, Powerserve Technologies, Inc. was chosen as the intended awardee to design and furnish relays for the City's Dearmin and Water Plant substations (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; 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 Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

      Exhibit A: Scope of Work (A-1 through A-5)
      Exhibit B: Technical Specifications (B-1 through B-7)
      Exhibit C: Price Proposal (C-1)
      Exhibit D: Contractor Documentation (D-1)

      If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B then (3) Exhibit C, then (4) Exhibit D.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, 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.

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4. **COMPENSATION.** City shall pay Contractor a maximum limiting amount of **TWO HUNDRED NINETY-EIGHT THOUSAND, THREE HUNDRED SEVENTY-TWO AND 38/100 DOLLARS ($298,372.38)** (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 C – 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**: Payment will be made upon completion of delivery as stated herein and submission of invoices in duplicate at set forth herein 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**. Immediately upon receipt of the purchase order, the Contractor shall submit electronically for review a production schedule and payment schedule indicating the pro rata amount of the lump sum that will be invoiced for each item of the equipment to be furnished.
   C. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Invoices shall show the price agreed upon for the equipment, and the related purchase order numbers. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Electric Utility,** Attn: **Robert Whitehead**, **1805 NE 30th Avenue, Bldg. 400, Ocala, Florida 34470,** E-Mail: rwhitehead@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 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.

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5. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
   A. **All items must be received by the City of Ocala's Electric Utility Warehouse, located at 1805 NE 30th Avenue, Bldg. 700, Gate 5, Ocala, FL 34470, no later than JANUARY 1, 2026**.
   B. 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.
   C. 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.
   D. 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. **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.
7. **PERFORMANCE AND PAYMENT BOND**. Contractor shall furnish a certified and recorded Performance and Payment Bond in the amount of **TWO HUNDRED NINETY-EIGHT THOUSAND, THREE HUNDRED SEVENTY-TWO AND 38/100 DOLLARS ($298,372.38)** as security for the faithful performance of the work as required and set forth in the Contract Documents within the time set forth for performance under this Agreement and for prompt payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided for herein.
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.

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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, 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) placing a claim against the performance bond, or (iii) any other remedy as provided by law.

D. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

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

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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.

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.

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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 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.

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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
    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

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responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

28. **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.
29. **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.
30. **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.
31. **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.
32. **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.

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33. **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.

34. **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.

35. **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.

36. **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.

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37. **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.
38. **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.
39. **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.
40. **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.
41. **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.
42. **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.
43. **NO WAIVER OF SOVEREIGN IMMUNITY.** The foregoing indemnification shall not constitute a waiver of the City's sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes. Nor shall the same be construed to constitute agreement by Contractor to indemnify City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.
44. **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

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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:	Powerserve Technologies, inc. Attention: J. Tony Oruga, P.E. 15074 Park of Commerce Blvd., #4 Jupiter, Florida 33478 Phone: 561-840-1441 E-mail: aoruga@powerservetech.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

45. **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.

46. **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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47. **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.
48. **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.
49. **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.
50. **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.
51. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
52. **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.
53. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
54. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
55. **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.
56. **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.

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57. **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 7/10/2025.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E64A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
Kristen Dreyer
382728BFAF374FC...
Kristen Dreyer
City Council President

Approved as to form and legality:

Signed by:
William E. Sexton
4A55AB8A8ED04F3...

By: William E. Sexton
(Printed Name)

Title: City Attorney

POWERSERVE TECHNOLOGIES, INC.

Signed by:
Tony Oruga, P.E.
561805E2BEBF440...(Signature)

By: Tony Oruga, P.E.
(Printed Name)

Title: Business Development Manager
(Title of Authorized Signatory)

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BACKGROUND

1. Contractor shall design and furnish relays and panels supporting the Dearmin and Water Plant substations.
2. The relays and panels shall be fabricated and furnished completely, with all protection and control equipment mounted and wired in accordance with these specifications and the information provided in the Contract Documents. Contractor shall design and furnish relay panels complete with specified devices, terminal blocks, fuse blocks, fuses, and internal wiring, ready for installation. Contractor shall provide engineered substation drawings associated with furnished relay panels, including AC single and three-line diagrams, AC/DC elementary, and CT/PT elementary. The City shall wire all external wiring noted on the engineered drawings.

DELIVERY

1. All items must be received by the City of Ocala's Electric Utility Warehouse located at, 1805 NE 30th Avenue, Bldg. 700, Gate 5, Ocala, FL 34470, no later than **January 1, 2026**.
2. Delivery will be F.O.B. designated site, prepaid and allowed, as directed by the City of Ocala, and set forth herein. *The articles to be furnished hereunder shall be delivered. The supplier pays all transportation charges to the destination.*
3. City, County, and Florida Department of Transportation road-use permits, and any other permits or licenses required for the work shall be obtained by the Contractor at their own expense. Special arrangements for traffic control, escorts, or other support services shall also be provided at the Contractor's expense.
4. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by transportation operations. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
5. The City of Ocala will inspect the electrical equipment upon its arrival. If it is found to be defective or not in conformity with the requirements set out ***Exhibit B – Technical Specifications***, the City of Ocala reserves the right to reject such equipment. Acceptance of delivery from the carrier shall not constitute acceptance of the equipment.
6. Relays and panels must be delivered with all manufacturers' tags and labels intact. Contractor must handle and store the equipment to prevent damage to the units. Units shall be tagged with the applicable substation's name (Dearmin / Water Plant Substation) and panel number. Panels delivered in broken, damaged, or unlabeled condition will not be accepted.
7. Scheduling of all deliveries shall be coordinated with the City Project Manager.

PROJECT SUMMARY, DELIVERABLES AND HOURS

1. **Project Requirements:** Work shall conform to the applicable requirements of all Federal, State, and local agencies having jurisdiction and the applicable provisions of the latest edition of the following standards, except as modified herein.
    a. American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE):

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i. C2 – National Electrical Safety Code (NESC)

ii. C37.20 – Switchgear Assemblies Including Metal–Enclosed Bus

b. National Fire Protection Association (NFPA)

i. 70 – National Electrical Code (NEC)

2. **Project Summary:** Contractor shall perform the following services for the City of Ocala:

a. The workmanship, design, and materials shall be of the highest quality and most suitable for the application. The materials and equipment shall be new, of proven manufacture, and free of defects. The design shall provide maximum mechanical and electrical strength, incorporating ample safety factors.

b. The relay panel layout and assembly drawings for the Dearmin and Water Plant substation panels outline the general layout of the relay panels, devices, and equipment within the scope of this project section, as well as the design and function of each associated circuit.

c. Contractor shall endeavor to coordinate significant and minor design changes with the Project Manager to ensure accurate alignment and structural stability within the control house design.

3. **Deliverables:** Contractor shall submit the following within **sixty (60) days** of Notice to Proceed (NTP) and before initiating fabrication. The number of copies shall be as specified in ***Exhibit B – Technical Specifications***. Shop drawings shall also be submitted within the time stated in Exhibit B and shall include:

a. **Process & Fabrication Submittals:**

i. Contractor shall submit their preparation and finished process to the City Project Manager for review.

ii. Catalog cuts of any miscellaneous devices, switches, etc., NOT included in the materials listed in ***Exhibit C – Relay Parts List***.

b. **Shop Drawings** - The following drawings shall be included with these specifications for each relay panel:

i. Current relay panel layout and assembly drawings.

ii. Current relay panel wiring diagrams, DC schematics, one line drawings, and all other associated existing drawings.

c. **Shop Drawing Submittals** - Contractor shall submit new engineered shop drawings for the control and relay panels to the City of Ocala's Project Manager, Robert Whitehead rwhitehead@ocalafl.gov, Matt O'Cull mocull@ocalafl.gov, Zach Sieg zsieg@ocalafl.gov, or Chance Strickland cstrickland@ocalafl.gov for final approval before panel fabrication, including but not limited to the following:

i. Fabrication drawings, including front, side, and rear views, dimensions, and deviations from the design drawings.

ii. Catalog cuts of any miscellaneous devices, switches, etc., not included on the materials listed in Exhibit C – Relay Parts List.

iii. New relay panel wiring diagrams and all associated DC elementaries.

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iv. New one lines and AC diagrams.

v. New CT and PT elementaries.

vi. New add/demo engineered drawings for the replacement of the substation RTU with the utility supplied SEL 3530 and SEL 2440 equipment.

vii. No equipment shall be manufactured before final approval comments are returned to the panel fabricator.

d. **Manufacturer's Literature:**

i. The panel fabricator shall submit the manufacturer's literature for control and relay panel components, devices, switches, etc., to the Ocala Project Engineer for review.

ii. Upon project completion, two (2) complete copies of the manufacturer's literature for control and relay panel components, devices, switches, etc., shall be delivered to the City Project Manager for record purposes.

e. **Instruction Books:**

i. The instruction book or the operation and maintenance manual shall provide protective relay instruction books (with spare parts leaflets) and a complete description, including the original manufacturer's catalog or part numbers, for all components, including, without limitation, relays, switches, coils, fuses, breaker mechanism components, and all other parts that might have to be replaced in the device's regular operation.

ii. Before the project's final acceptance, two (2) bound sets of instruction books covering all devices furnished under this specification section shall be submitted to the Ocala Project Manager for record purposes.

f. **As-Built Drawings:**

i. Two complete copies of the "as-built" or "record" drawings, corrected according to shop drawings, review comments, approval modifications, or changes, shall be submitted to the Ocala Project Engineer for final installation purposes. In addition, once the project is complete, a CD containing the drawing files compatible with AUTOCAD shall also be delivered to the Ocala Project Engineer.

4. **Working Hours:** The normal/standard working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Contractor shall provide a 48-hour advance notice to the 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. The Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.

3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by

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the other of any complaints received.

4. Contractor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. 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 display a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:
   A. Access to City buildings and facilities to perform the work.
   B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
   C. Provide office facilities for the Contractor, if needed.
2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. 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 performed in compliance with all requirements and instructions of applicable manufacturers.
4. 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.
5. 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.
6. 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.

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SAFETY

1. Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

WARRANTY

1. Contractor will provide a one-year material and labor warranty from the date of completion, against operational failure caused by defective design, material and workmanship which occurs during normal use.
2. The warranty period shall begin once the City accepts the total project and shall cover the replacement of equipment and/or repair, including labor, travel time, and miscellaneous expenses, at no cost to the City of Ocala for the entire warranty period.
3. All manufacturer warranty documentation and owner/operator manuals must be provided before final payment request.

INVOICING

1. All original invoices will be sent to: Robert Whitehead, Project Manager, Ocala Electric Utility, 1805 NE 30th Ave, Bldg. 400 Ocala, FL 34470, email: rwhitehead@ocalafl.gov
2. Immediately upon receipt of the purchase order, the Contractor shall submit electronically for review a production schedule and a payment schedule indicating the pro rata amount of the lump sum bid that will be invoiced for each item of equipment to be furnished. Payment will be made upon completion of delivery as stated herein and submission of invoices in duplicate as set forth herein.
3. The invoice (s) shall show the price agreed upon for the equipment. Invoice(s) must show Purchase Order number(s).
4. Contractor will invoice at least once a month.

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GENERAL SPECIFICATIONS

1. This Exhibit B – Technical Specifications supplements the Scope of Work for Relays and Relay Control Panels, as outlined in Exhibit A. It outlines the technical design requirements, associated control systems, and operating systems for relays and relay control panels.
2. The work shall conform to the applicable requirements of all Federal, State, and local agencies and the relevant provisions of the latest edition or revision of the standards outlined in Exhibit A — Scope of Work (Project Requirements), except as modified herein.

MATERIALS AND EQUIPMENT

1. All material and equipment shall be new, approved, and labeled. Only products by manufacturers regularly engaged in producing specified units will be acceptable.
2. Where two (2) or more units are required which perform the same function or are of the same class of equipment or materials, provide all units from a single manufacturer unless otherwise specified.
3. The selection of all accessories, materials, and fabrication methods not specified that are necessary to complete the fabrication of the units shall be left to the Contractor's discretion and shall be carried out in accordance with best engineering practices. All materials shall be new and of the type required for the application.

CONTROL PANEL DESIGN REQUIREMENTS

1. **Equipment:**

    a. The City of Ocala will provide the following equipment to the Contractor for integration into the relay panels before the final units are delivered to the City of Ocala:

        i. Dearmin Substation:

            1. SEL – 3530 125VDC
            2. SEL – 2440 125VDC

        ii. Water Plant Substation:

            1. SEL – 3530 RTAC / 48VDC
            2. SEL – 2440 / 48VDC

    b. The following equipment must be included within the relay panels delivered to the City of Ocala:

        i. Dearmin Substation:

            1. ABB/ C129A539G01/ Test Switch FT-1 Clear Cover, 10 single poles, red handles
            2. ABB/ 1586C42G36/ Test Switch FT-1 CLEAR Cover / 10-Pole, Current Shorting 6P (3 dbl) / 4 Pole Potentials, with 19-20 Red Handle
            3. GE/ 116B6708G42 R52 R4/ Red Light Type ET-16, LED, Red Lens 125VDC
            4. GE/ 116B6708G42 G52 G4/ Green Light Type ET-16, LED, Green Lens 125VDC
            5. GE/ 116B6708G42 A52 A4/ Amber Light Type ET-16, LED, Amber Lens 125VDC
            6. GE/ 116B6708G42 A52 C4/ White Light Type ET-16, LED, Clear Lens 125VDC

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7. GE/ 1166708G4-8-A73-C4/ White Light Type ET-16, LED, Clear Lens 130 VAC
8. Square D/ Type KA-3, Series G/ Reset Push Button, 30mm Class 9001
9. GE/ 957805C/ 95 LOR Oval Handle, 20 Contacts 10NO, 10NC
10. SEL/ 2810 MT/ Fiber Optic Transceiver
11. SEL/ 2810 MR/ Fiber Optic Transceiver
12. 4Re/ 6004-SCC/ Terminal Block / 4-Position Shorting
13. Penn Union/ 6012/ Terminal Block / 12-Position Shorting
14. Marathon/ F30A2S/ Fuse Holder / 30A 240Volt 9/16th 2X
15. Marathon/ F30A3S/ Fuse Holder / 30A 240Volt 9/16th 2X
16. OT20/ 20 AMP Fuses
17. OT30/ 30 AMP Fuses
18. OT3/ 3 AMP Fuses
19. OT5/ OT5 125VDC

b. Water Plant Substation:

1. ABB/ C129A539G01/ Test Switch FT-1 Clear Cover, 10 single poles, red handles
2. ABB/ 1586C42G36/ Test Switch FT-1 CLEAR Cover / 10-Pole, Current Shorting 6P (3 dbl) / 4 Pole Potentials, with 19-20 Red Handle
3. GE/ 116B6708G42 R52 R4/ Red Light Type ET-16, LED, Red Lens 48VDC
4. GE/ 116B6708G42 G52 G4/ Green Light Type ET-16, LED, Green Lens 48VDC
5. GE/ 116B6708G42 A52 A4/ Amber Light Type ET-16, LED, Amber Lens 48VDC
6. GE/ 116B6708G42 A52 C4/ White Light Type ET-16, LED, Clear Lens 48VDC
7. GE/ 1166708G4-8-A73-C4/ White Light Type ET-16, LED, Clear Lens 130 VAC
8. Square D/ Type KA-3, Series G/ Reset Push Button, 30mm Class 9001
9. GE/ 957805C/ 95 LOR Oval Handle, 20 Contacts 10NO, 10NC
10. SEL/ 2810 MT/ Fiber Optic Transceiver
11. SEL/ 2810 MR/ Fiber Optic transceiver
12. 4Re/ 6004-SCC/ Terminal Block / 4-Position Shorting
13. Penn Union/ 6012/ Terminal Block / 12-Position Shorting
14. Marathon/ F30A2S/ Fuse Holder / 30A 240Volt 9/16th 2X
15. F30A3S Fuse Holder / 30A 240Volt 9/16th 2X
16. OT20 20 Amp Fuses
17. OT30 30 Amp Fuses
18. OT3 3 Amp Fuses
19. OT5 5 Amp Fuses

2. Metal Work:

a. Each panel shall be a fixed vertical panel fabricated from no less than 11 USS gauge leveled steel sheets and reinforced as required to form a rigid self-supporting structure.

b. Each panel shall be formed with edges bent back, joints welded, and ground smooth. Finished panel surfaces shall be free of waves, bellies, and other imperfections. Exterior panel surfaces shall be sandblasted, ground smooth, filled, primed, and enamel finished.

c. Exterior enamel paint color shall be gray; Interior enamel paint color shall be white.

d. Nominal panel arrangements and dimensions shall be as per the drawings provided for each

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substation. All panels shall be provided with nineteen-inch (19") rack mounting inserts in accordance with standard nineteen-inch (19") rack specification dimensions as defined in EIA-310.

e. Instruments, meters, control switches, test switches, and protective relays shall be mounted on the front of the panels where shown. Panel cutouts, mounting studs, and support brackets shall be accurately located as indicated on the drawings.

f. Mounting brackets, as required, shall be arranged for mounting and wiring auxiliary equipment, devices, and terminal blocks. Where needed, sub-panel plates may be added for mounting auxiliary devices inside the panels without the need for additional mounting screws showing on the front side of the panels.

g. Panel space not utilized by equipment shall remain clear for addition of possible future equipment or existing equipment relocation. Suitably sized 19" blank panel inserts (filler plates) shall be furnished as required for these areas.

3. Device Mounting:

a. The devices to be mounted shall be according to the materials list shown in ***Exhibit C — Price Proposal*** and in this ***Exhibit B's Control Panel Design Requirements,*** above. Any change to the listed material must have prior approval from the Ocala Project Engineer.

4. Device Arrangement:

a. The panel fabricator shall prepare fully dimensioned panel arrangement drawings and submit them for the engineer's review and approval. The Engineer may change the panel arrangement at any time before panel cutting and punching without incurring extra cost.

b. Auxiliary devices, such as fuses, resistors, and metering transducers, which will be mounted internally to the panel, shall be arranged for ease of access so as not to block access to other devices.

c. Overall arrangement shall provide free and unobstructed screwdriver access to all device and terminal block screws.

d. The manufacturer shall make allowances for possible additions of auxiliary relays that may be required during the design phases.

5. Device Identification:

a. Every device mounted on the front panels shall be identified by an engraved, white core, black surface, laminated plastic nameplate attached with stainless steel screws.

b. All devices, both front-mounted and internally mounted, shall be identified with engraved, white core, black surface, laminated plastic nameplates attached with suitable double-sided tape or adhesive on the inside of the panel shall bear the exact text as the exterior nameplates, plus identifiers that correspond to those used on the wiring drawings. All fuses shall have nameplates of a similar type identifying the protected circuit.

6. Wiring:

a. Inter-panel wiring shall originate and terminate on terminal blocks, not individual devices within the panel. Terminal blocks shall accommodate no more than two (2) cable terminal

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points.

b. The City of Ocala is responsible for installing the external panel wiring, which will be performed on-site. The installation shall conform to schematic and interconnection drawings developed by an engineer.

c. The Engineer may be required to request wiring changes but will endeavor to keep them to a minimum. However, wiring changes may be made at any time before the commencement of panel wiring without incurring additional costs to the contract.

d. The sequence for current transformer secondary series wiring shall conform precisely to the sequence shown on the one-line drawings.

e. Not more than two wires shall be under any one terminal screw.

f. Each wye-connected CT secondary circuit shall have the neutral conductor grounded from the panel wiring side of the terminal block to which the Owner's external CT wiring will connect. Ground wire shall have a green insulation color.

g. Panel wire shall be rated for 600 volts, switchboard wire, and 19 strands at minimum. CT circuits, AC and DC supply circuits, and PT and control circuits shall be at minimum #12 AWG.

h. A wire label (black writing upon white label) shall be affixed to EACH Wire, identifying the location of the opposite end termination point. This Label shall be located approximately ¼ inch from each termination point on each end of the wire in question. An appropriate font size shall be used to make the label legible at arm's length.

7. Physical Arrangements (For Panel Field Installation):

a. The wiring shall be neat and workmanlike, bundled in harnesses.

b. Wiring outside wire ways shall be trained in bundles and secured with "Ty-raps." Wires in bundles shall be parallel and not intertwined, twisted, or kinked.

c. Screwdriver access to device and block terminals shall not be hindered by wire ways, wire bundles, or any other devices mounted in the panels.

8. Terminations/Terminal Blocks:

a. Terminal blocks shall be manufactured by Penn-Union, ***no exceptions***.

b. Terminal blocks shall be provided to terminate the Owner's wiring entering the panels plus those needed by the Panel Fabricator for internal wiring. Fifteen percent (15%) of the unused (Spare) terminal points distributed among the active points shall be provided.

c. Terminal blocks shall be installed in vertical channel brackets as indicated on the drawings and located to facilitate ease of connection for the Owner's wiring.

d. All termination lugs shall be of the un-insulated ring tongue type. The following lug types manufactured by Burndy shall be used with no exceptions: YAV10, YAV-10L36, and YAV-10T. "Y" or open-type terminations are not permitted. If devices require stranded or solid conductors are to be terminated without ring tongue lugs, and the stranded or solid conductors shall be furred before termination to protect the conductors from damage. See

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section 5, paragraph G above, for possible exceptions to lug type YAV14L36 due to wiring to the SEL 2440.

9. Grounding:

a. Each panel shall be provided with a copper ground bus. The ground bus shall extend the entire panel width to connect to the adjacent panel's ground bus, providing a continuous bus for all panels. The ground bus shall be drilled and tapped to accommodate ground connections required from panel-mounted devices. Additional Drilled and Tapped "spare" holes shall be provided with spare Stainless-Steel screws inserted.

10. Nameplates:

a. Nameplates of laminated construction shall be provided with vertical capital letters. The completed nameplate shall have white letters on a black background. All units and circuit components shall be identified with nameplates. Nameplates shall be firmly attached as described in section 4 (Device Identification) paragraph B.

b. All switches, pushbuttons, indicating lamps, etc., shall be identified by nameplates.

c. All fuses, auxiliary relays, and other devices mounted inside the units shall be identified by nameplates.

11. Switchboard Components:

a. The major items of equipment to be mounted on the control and relay panels, for each substation project, are listed in ***Exhibit C – Price Proposal*** and in this ***Exhibit B's Control Panel Design Requirements***. Substitution of devices listed shall not be allowed unless approved by the City of Ocala in writing. Exhibits C & B identify the principal relays and devices to be used in connection with the work for each substation panel. Terminal blocks, fuse blocks, wire, nameplates, and miscellaneous items not specifically itemized in Exhibit C or B shall be provided as required.

i. All control switches and lockout relays shall be furnished for thick panels of one-eighth inch (1/8").

ii. All lock-out relays shall have a connection point between the two normally closed contacts in series with the operating coil.

iii. All light bulbs shall be LED-type bulbs.

12. Test Switches:

a. Relay and metering test switches (current short-circuiting switches and/or voltage disconnecting switches) shall be provided, as listed, to permit the removal of relays, meters, or other devices from service for calibration.

PROJECT EXECUTION

1. General:

a. The general arrangement shall follow the layout shown on the created drawings as closely as practical. The reason for deviation from the design shown on the drawings shall be submitted to the Project Manager for evaluation before manufacture. The installation shall

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be neat and workmanlike.

2. Assemble:

a. Panel stiffeners shall be used to restore the stiffness to its original uncut rigidity where multiple equipment cutouts have reduced it.

b. All switchboard panels shall be electrically grounded individually, with provisions provided to bond each section solidly to the next and allow for connection with a #4 Copper to the outside Ground.

c. Others shall perform any required field assembly of the switchboard panels. The switchboard panels shall be structurally secured to the floor and set plumb and level.

d. During Transportation and Delivery, precautions shall be taken to ensure that Switchboards are covered and/or protected from any transportation hazards. Upon Delivery, Scratches or damage shall be restored to the original specified condition.

3. Shipping:

a. For transportation, each panel assembly shall be palletized on a 42" square minimum sized Pallet (not to exceed 48"). The Pallet shall be made of material that supports the weight and stresses involved in shipping the panels in the upright position. Panels shall be bolted to the pallet, and additional support shall be added to keep the pallets upright during shipping. A suitable substitution may be used, provided the Project Manager approves it.

b. The panel assemblies shall be covered with a 2-mil opaque plastic bag and then wrapped with shipping plastic wrap. Adequate foam and wooden protection shall be placed over the front-side components to protect them from hazards during shipping. A suitable substitution may be used if approved by the Ocala Engineer.

4. Testing:

a. **Factory Test** – Each switchboard or control panel shall be completely fabricated, assembled, and wire-checked against AC and DC schematics that the winning bidder will engineer. Testing shall include, but is not limited to:

i. Point-to-point wire continuity testing.

ii. Current and voltage input testing for each input.

iii. Insure proper current trace from each shorting block through each relay and its return path.

iv. General control testing of manual controls, shorting test switches, and trip disconnects.

v. Any discrepancies between engineered wiring diagrams and expected results shall be reported to the Project Manager for further design evaluation.

SUBMITTALS AND REVIEW

1. **Shop Drawings:** Shop drawings will be engineered, drawn, and submitted to the City along with a list of material and/or equipment supplemented, with descriptive bulletins, and/or other information necessary to completely describe the material and/or equipment's function and design. ***Shop drawings***

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shall be submitted within 60 days from the date of Notice to Proceed (NTP). All test data required must be submitted to the City of Ocala for review before invoice submission for each material or equipment category.

a. All paper shop drawing submissions required to be delivered to Ocala Electric Utilities shall be mailed, and one electronic copy shall be furnished on a disc in a format compatible with AutoCAD Release 2024 to Ocala Utility Services, 1805 NE 30th Avenue, Building 400, Ocala, FL 34470. A minimum of three (3) paper copies are required. If the Contractor desires the return of more than one (1) paper copy, the appropriate number of additional copies must be submitted.

b. Certified copies of drawings, instruction books, material lists, and operations & maintenance manuals shall be provided for each category of equipment furnished.

2. Shop Drawing Review:

a. Failure by the City of Ocala for reasons other than actions or omissions on the part of the Contractor to return shop drawings within fifteen (15) days from the date of receipt thereof shall constitute the basis for a day-for-day extension in the proposed delivery schedule. Failure by the City of Ocala to return shop drawings within fifteen (15) days due to actions or omissions on the part of the Contractor shall not constitute grounds for an extension of the proposed delivery time.

b. A maximum of two reviews for each submittal will be allowed to establish conformance with the specification. In the event an item has been determined by the City of Ocala not to be in conformance with the contract requirements after two reviews, the Contractor shall pay the City of Ocala an amount equal to the cost incurred by the City to perform additional submittal reviews required to establish conformance with the specification. These costs will be deducted from the Contractor's retainage before final payment.

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Exhibit C - PRICE PROPOSAL

CONTRACT# ELE/250610

	Bidder name	Bidder Location
	POWERSERVE TECHNOLOGIES, INC.	JUPITER, FL

DEARMIN SUBSTATION - RELAY PARTS LIST

ITEM	Manufactuer	Catalog No.	Description	Device	QTY	UNIT COST	EXTENDED COST
1	NA	Relay Panels	Refer to Exhibit B - Technical Specifications		7	$ 21,976.83	$ 153,837.81
2	SEL	387#0103	SEL 387 / 125VDC	87T1, 87T2, 87B1,87B2	4	$8,953.02	$ 35,812.08
3	SEL	311#J6VH	SEL 311 / 125VDC	21/67	3	$7,541.83	$ 22,625.49
4	SEL	351#GEDW	SEL 351 / 125VDC	51T1,51T2,32T1,32T2,51BF,51BF	6	$4,148.79	$ 24,892.74
						TOTAL EXTENDED COST - DEARMIN SUBSTATION	$ 237,168.12

WATER PLANT SUBSTATION - RELAY PARTS LIST

ITEM	Manufactuer	Catalog No.	Description	Device	QTY	UNIT COST	EXTENDED COST
1	NA	Relay Panels	Refer to Exhibit B - Technical Specifications		2	$ 21,976.83	$ 43,953.66
2	SEL	387A	SEL 387 / 48VDC	87T1	1	$8,953.02	$ 8,953.02
3	SEL	351-6	SLE 351 / 48VDC	51T1,87B1	2	$4,148.79	$ 8,297.58
						TOTAL EXTENDED COST - WATERPLANT SUBSTATION	$ 61,204.26
						TOTAL BID (DEARMIN & WATERPLANT SUBSTATIONS)	$ 298,372.38

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POWERSERVE TECHNOLOGIES, INC.

Powerserve Technologies, Inc.
15074 Park of Commerce #4
Jupiter, FL 33748

Clarifications

1) **Exhibit B - Control Panel Design Requirements**
   Section 1. Equipment
   Subsection b. - Dearmin Substation and Water Plant Substation
   Item 9 - "GE/ 957805C/ 95 LOR Oval Handle, 20 contacts 10NO, 10NC" is no longer commercially available.

   This device was an Electroswitch LOR, part number 7805C which was re-branded by GE. We propose the Electroswitch LOR, part number 7805D (125VDC coil) as an equivalent substitute in the Dearmin Sub panels and Electroswitch LOR, part number 7805C (48VDC coil) as an equivalent substitute in the Water Plant Sub panels.

2) **Exhibit B - Control Panel Design Requirements**
   Section 2. Metal Work
   Items b and c: PSTI will provide powder coat finish on all panel metal components to match existing station panel color.

3) There is an opportunity to combine some relay functions into single SEL relays for improved efficiency. Powerserve has expertise in this area and will work with the City of Ocala to optimize the design of the protective scheme, that could result in subsequent savings for the City of Ocala.

Certificate Of Completion

Envelope Id: 6F04491E-A0EB-490D-99DC-7505DC92BDD2
Status: Completed
Subject: SIGNATURE - Agreement to Design and Furnish Relays and Panels (ELE/250610)
Source Envelope:
Document Pages: 29
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
7/3/2025 2:09:37 PM
Holder: Patricia Lewis
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Pool: StateLocal

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Signer Events	Signature	Timestamp
Tony Oruga, P.E. aoruga@powerservetech.com Business Development Manager Security Level: Email, Account Authentication (None)	Signed by: Tony Oruga, P.E. 561805E2BEBF440... Signature Adoption: Pre-selected Style Using IP Address: 152.44.7.247	Sent: 7/3/2025 2:11:57 PM Viewed: 7/3/2025 2:34:03 PM Signed: 7/3/2025 2:37:23 PM
Electronic Record and Signature Disclosure: Accepted: 7/3/2025 2:34:03 PM ID: bc0c6c14-ed66-4835-80bf-6595576bcbc0		
William E. Sexton wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/3/2025 2:37:25 PM Viewed: 7/7/2025 10:50:39 AM Signed: 7/7/2025 11:02:47 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Kristen Dreyer kdreyer@ocalafl.gov Council President City of Ocala Security Level: Email, Account Authentication (None)	Signed by: kristen Dreyer 382728BFAF374FC... Signature Adoption: Pre-selected Style Using IP Address: 2600:1006:b30c:5c4f:488d:92d3:b4f9:9d65 Signed using mobile	Sent: 7/7/2025 11:02:49 AM Viewed: 7/10/2025 1:24:59 AM Signed: 7/10/2025 1:25:16 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: 7/10/2025 1:25:17 AM Viewed: 7/10/2025 11:53:26 AM Signed: 7/10/2025 11:53:51 AM

Signer Events	Signature	Timestamp

Electronic Record and Signature Disclosure:
Accepted: 7/10/2025 11:53:26 AM
ID: 45e4badc-73c4-422f-98c2-d18984dd6cfa

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/3/2025 2:11:57 PM
Certified Delivered	Security Checked	7/10/2025 11:53:26 AM
Signing Complete	Security Checked	7/10/2025 11:53:51 AM
Completed	Security Checked	7/10/2025 11:53:51 AM

Payment Events	Status	Timestamps

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.

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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.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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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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- 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.