



Ocala City Council Agenda - **Revised** Tuesday, December 16, 2025

Meeting Information

Location

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

<https://www.ocalafl.gov/meetings>

Time

4:00 PM

Council Members

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.

Updated 12/12: Moved 6h to General Business, item 10j; items 10k to 10m renumbered.

1. Call to Order

2. Roll Call

- 2a. New Employees
- Bryan Cohen, Electric
 - Kayla McDonald, Electric
 - Richard Russell, Electric
 - Trenton Clancy, Information Technology
 - Travis Hutchinson, Information Technology
 - Gregory Means, Water Resources
 - Delshaun Williams, Water Resources

3. Public Notice

4. Proclamations and Awards

- 4a. [The Mayor's Citizen Recognition Award will be presented to Brett Stanley](#)
- 4b. [On behalf of HCA Florida Ocala Hospital, Mayor Marciano's recognition of City of Ocala staff and a Florida Highway Patrol Officer](#)

5. Presentations

- 5a. [Office of Homeless Prevention Quarterly Update](#)

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. [2025 Community Development Block Grant Consolidated Annual Performance Evaluation Report](#)

Presentation By: James Haynes

- 6b. [First Amendment to the agreement with Stejack, LLC, for additional services required on the Norton Residence in the amount of \\$5,512, resulting in a total contract value not to exceed \\$50,552](#)

Presentation By: James Haynes

- 6c. [Resolution 2026-9 to adopt the Marion County Consortium 2024-2028 Citizen Participation Plan](#)

RES-2026-9

Presentation By: James Haynes

- 6d. [Award of development opportunity, and an Affordable Housing Agreement, to MCAN, LLC, to construct and sell an affordable housing unit on surplus property in West Ocala identified as Parcel 2849-005-027](#)

Presentation By: James Haynes

- 6e. [Funding from the Florida Department of Transportation to reimburse overtime expenses relating to the Speed and Aggressive Driving Program in the amount of \\$65,000](#)

Presentation By: Michael Balken

- 6f. [Budget Resolution 2026-116 to amend the Fiscal Year 2025-26 budget to accept and appropriate funds from the Florida Department of Transportation to reimburse expenses relating to the Speed and Aggressive Driving Program in the amount of \\$65,000](#)

[BR-2026-116](#)

Presentation By: Michael Balken

- 6g. [Budget Resolution 2026-117 to amend the Fiscal Year 2025-26 budget to accept and appropriate funds from the Florida Department of Transportation to reimburse overtime expenses relating to the Distracted Driving Program in the amount of \\$40,000](#)

[BR-2026-117](#)

Presentation By: Michael Balken

- 6i. [One-year renewal of contract with Granicus for video streaming, agenda management, and captioning services with an estimated expenditure amount of \\$52,085](#)

Presentation By: Christopher Ramos

- 6h. See item 10j.

- 6j. [Fourth Amendment to the Community Paramedicine Program Agreement with Florida Hospital Ocala, Inc. doing business as AdventHealth Ocala](#)

Presentation By: Clint Welborn

- 6k. [Donation of one surplus vehicle to Veterans Helping Veterans USA with an estimated residual auction value of \\$5,500](#)

Presentation By: John King

- 6l. [Approval of settlement in the matter of City of Ocala, Florida versus FiberPro Network Services, LLC, with a proposed settlement amount of \\$110,000 payable to the City of Ocala, Florida](#)

Presentation By: William E. Sexton

6m. [December 2, 2025 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 - January 6, 2026)

8a. [Ordinance 2026-5 to amend the code of ordinances Section 122-1225 to authorize the use of above-ground air curtain burners as an ancillary use to a materials recovery facility as well as establishing conditions and limitations relating to such ancillary use \(COD25-0004\)](#) **ORD-2026-5**

8b. [Ordinance 2026-6 to rezone approximately 3.57 acres for a portion of property located at 2336 NW Seventh Street \(Parcel 22682-000-00\) from M-1, Light Industrial, to M-2, Medium Industrial \(Case ZON25-0014\) \(Quasi-Judicial\)](#) **ORD-2026-6**

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

9a. [Ordinance 2026-4 designating a historic landmark at the southeast corner of 117 East Silver Springs Boulevard \(Parcel ID# 2823-064-007\) and installing a historic marker titled "Elvis in Ocala, Tom Petty Inspired" \(Quasi-Judicial\)](#)

Presentation By: Aubrey Hale**Introduced by:** James P. Hilty Sr

9b. [Affordable Housing Advisory Committee 2025 Annual Report](#)

Presentation By: James Haynes**10. General Business**

10a. [Purchase of three TITUS Twister Mixing Aerators with Ozone Enhancement from The Wass Company LLC., with an estimated cost not to exceed \\$161,479](#)

Presentation By: Sean Lanier

10b. [Change order and additional expenditures under the contract with All Webbs Enterprises, Inc., for the construction of two Upper Floridan Aquifer Wells at Water Treatment Plant No. 2 in the amount of \\$382,225 plus a contingency of \\$50,000 for a total expenditure of \\$432,225](#)

Presentation By: Sean Lanier

- 10c. [Contract for Manhole and Structure Rehabilitation Services with Engineered Spray Solutions, LLC., for an amount not to exceed \\$3,300,000](#)

Presentation By: Sean Lanier

- 10d. [Additional expenditures under the Agreement for Overhead Door Repair, Maintenance, and Replacement with Material Handling Systems, Inc., for an increased aggregate expenditure not to exceed \\$100,000](#)

Presentation By: Gary Crews

- 10e. [Utilization of Sourcewell's cooperative purchasing agreement with Hussey Seating Corporation for the purchase of retractable bleachers for the E. D. Croskey Recreation Center Gymnasium in the amount of \\$124,886](#)

Presentation By: John Spencer

- 10f. [First Amendment to renew the Agreement for Property and Casualty Insurance Broker Services between the City of Ocala and Risk Management Associates, Inc., for an additional three-year period with compensation not to exceed \\$235,500](#)

Presentation By: Todd Swanson

- 10g. [Additional expenditures under the Agreement with Premise Health Employer Solutions, LLC, for the period ending December 31, 2025, in an amount not to exceed \\$425,000](#)

Presentation By: Todd Swanson

- 10h. [Fifth Amendment to the agreement with Premise Health Employer Solutions, LLC, for on-site health and wellness center services in an amount not to exceed \\$2,271,022](#)

Presentation By: Todd Swanson

- 10i. [Purchase of four R-Mag circuit breakers from WESCO Distribution for the Shaw Substation in the amount of \\$177,999](#)

Presentation By: Doug Peebles

- 10j. [Continued utilization of Sourcewell cooperative purchasing agreement with Fastenal Company for facility, industrial, and other related supplies and equipment purchases with an increased aggregate expenditure amount of \\$100,000](#)

Presentation By: Doug Peebles

- 10k. [Grant agreement between the City of Ocala and Community Foundation for Ocala/Marion County for the Community Paramedicine Program in the amount of \\$100,000](#)

Presentation By: Clint Welborn

- 10l. [Budget Resolution 2026-118 to amend the Fiscal Year 2025-26 budget to accept and appropriate funding from the Community Foundation for Ocala/Marion County for the Community Paramedicine program in the amount of \\$100,000](#)

[BR-2026-118](#)

Presentation By: Clint Welborn

- 10m. [Award of contract to Robinrose Construction, LLC, for a new build of the Taylor residence located at 725 SW Third Street with a total project cost not to exceed \\$169,500](#)

Presentation By: James Haynes

11. Internal Auditor's Report

12. City Manager's Report

13. Ocala Police Department Report

14. Ocala Fire Rescue Department Report

15. City Attorney's Report

16. Public Comments

17. Informational Items and Calendaring Items

- Wednesday, December 24 and Thursday, December 25, 2025 - Christmas Eve & Christmas Day Holidays - City Offices closed
- Thursday, January 1, 2026 - New Year's Day Holiday - City Offices closed
- Tuesday, January 6, 2026 - City Council meeting - 4:00pm - Council Chambers
- Monday, January 19, 2026 - Martin Luther King Jr. Day Holiday - City Offices closed
- Tuesday, January 20, 2026 - CRA Board meeting - 3:45pm - Council Chambers
- Tuesday, January 20, 2026 - City Council meeting - 4:00pm - Council Chambers
- Tuesday, January 27, 2026 - TPO Meeting - 3:00pm - Marion County Commissioners' Auditorium
- Tuesday, February 3, 2026 - City Council meeting - 4:00pm - Council Chambers
- Tuesday, February 17, 2026 - CRA Board meeting - 3:45pm - Council Chambers
- Tuesday, February 17, 2026 - City Council meeting - 4:00pm - Council Chambers

- 17a. [Fully Executed Contracts Under \\$50,000](#)

18. Comments by Mayor

19. Comments by City Council Members

20. Adjournment



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0423

Agenda Item #: 4a.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):

The Mayor's Citizen Recognition Award will be presented to Brett Stanley

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0431

Agenda Item #: 4b.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):

On behalf of HCA Florida Ocala Hospital, Mayor Marciano's recognition of City of Ocala staff and a Florida Highway Patrol Officer

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place

On behalf of HCA Florida Ocala Hospital, Mayor Marciano would like to recognize and commend the following City of Ocala employees and a Florida Highway Patrol Officer for their courageous and heroic actions on October 28, 2025, which directly resulted in the preservation of an individual's life.

On October 28, 2025, an elderly man collapsed in front of Tony's Sushi. A City Utilities crew witnessed the incident and called 911. An Ocala Police Officer arrived first, performed CPR and utilized an automated external defibrillator. Ocala Fire Rescue then arrived and continued lifesaving measures until the Marion County Fire Rescue paramedics transported the patient to the hospital. The patient was discharged on November 6th, 2025, after making a full recovery.

City of Ocala staff to be recognized:

Firefighter/Paramedic, Ross Gauthier
Firefighter/EMT, John Pohl
Captain/Paramedic, Joe Talley
FEO/Paramedic, Jerry Tafoya
Firefighter/EMT, Ryan Toms

Ocala Police Detective Evan Thomas

Ocala Electric Utility, Senior Meter Technician, Mitchell McCleary
Ocala Electric Utility AMI Technician Trainee, Anthony Casillas

Florida Highway Patrol to be recognized:

Lt. Michael Reilly



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0409

Agenda Item #: 5a.

Submitted By: Robin Ford

Department: Community Development Services

STAFF RECOMMENDATION (Motion Ready):
Office of Homeless Prevention Quarterly Update

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0318

Agenda Item #: 6a.

Submitted By: James Haynes

Presentation By: James Haynes

Department: Community Development Services

FORMAL TITLE:

2025 Community Development Block Grant Consolidated Annual Performance Evaluation Report

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence

PROOF OF PUBLICATION:

Ad published in the Ocala Gazette November 21, 2025

BACKGROUND:

The City of Ocala, as an entitlement community, receives federal funding from the Department of Housing and Urban Development (HUD) through an annual grant allocation. To fulfill the requirements of the Community Development Block Grant (CDBG) agreement, the City must prepare and submit a Consolidated Annual Performance Evaluation Report (CAPER) to HUD explaining how the 2023-2024 CDBG grant allocation was expended and how the City met the program's national objectives.

FINDINGS AND CONCLUSIONS:

During the 2024-2025 Fiscal Year, the City of Ocala used CDBG, HOME, SHIP, and local funding to carry out housing rehabilitation activities that provided safe, decent, and sanitary housing to low- to moderate-income citizens of Ocala. These programs are administered through the City's Community Programs Division.

The attached draft 2024-2025 CDBG CAPER has been prepared, and the final document will be submitted to HUD in accordance with 24 CFR 91.520.

Staff recommends approval.

FISCAL IMPACT:

Approval will keep the City in compliance and eligible to receive annual CDBG funding in 2026, if available.

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The Program Year 2024 CAPER evaluates the progress towards achieving the goals and strategies established in the City's 2024-2028 Consolidated Plan and Program Year 2024 Annual Action Plan. It also addresses the affordable housing, human service, and employment needs of low and moderate-income households in our community, as outlined in CR-05-Goals and Outcomes identifying the adopted Priority Needs, Housing Strategies, and Community Development Strategies, including specific measures of progress and numeric five-year goals as established for each strategy. The CDBG funded activities covered in this report primarily benefited low- and moderate-income residents and lower income communities within the jurisdiction and addressed affordable housing development needs.

A notice regarding this CAPER was published in the Ocala Gazette newspaper on November 21, 2025, and on the City of Ocala website on Monday November 24, 2025. The comment period was open from November 21st to December 15th, exceeding the required fifteen (15) days.

The City of Ocala's CDBG goals for program year 2024 included the rehabilitation of five (5) low-to- moderate income housing units; the demolishing of two (2) low-to-moderate income housing units, acquire two (2) vacant lots for the purpose of developing an affordable housing unit and provide funding for one (1) public service organization that provides services for low-to moderate income families in the city.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Housing Improvements	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	25	13	52.00%	5	13	260.00%
Housing Improvements	Affordable Housing	CDBG: \$	Buildings Demolished	Buildings	10	0		2	0	150.00%
Housing Improvements	Affordable Housing	CDBG: \$	Other	Other	0	0		1	0	0.00%
Planning and Administration	Non-Housing Community Development Planning and Administration	CDBG: \$	Other	Other	1	1	100.00%			
Public Facilities/Infrastructure	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	250	250	100.00%	50	250	

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Funds were allocated in alignment with the priorities identified in the Consolidated and Annual Action Plan. CDBG or HOME funds were used in these projects to support our efforts to meet HUD's mandate and improve housing accessibility and affordability, and the overall quality of life

for low-to-moderate income residents.

The City of Ocala allocated CDBG, SHIP, HOME, and Affordable Housing Grant funds based on a first come, first qualified basis to provide housing rehabilitation assistance to twenty-nine (29) low to moderate income families which addresses its priority of renovating existing housing of low-to-moderate income persons. Sixteen (16) of the homes were assisted with CDBG funds. Also, with CDBG funding, the City demolished three (3) dilapidated homes that will be rebuilt with HOME funding. In addition, the City used SHIP funding to provide rental assistance to forty-one (41) low-mod income families to assist them in moving into housing and/or keeping them from becoming homeless. The City did not carry out any public facility projects.

DRAFT

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	17
Black or African American	53
Asian	0
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	70
Hispanic	6
Not Hispanic	64

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Much of the City's most unsuitable living conditions are found in its low-income neighborhoods. These neighborhoods are the focus of the programs spending to stabilize and revitalize these neighborhoods and preserve the low-income housing stock that exist in these areas. Three (3) of the lowest income census tracts exist in neighborhoods that are predominantly African American. The City has identified the Tucker Hill Community, which is 75% African American, as a target area in one such census tracts in which it looks to devote resources to rehabilitate, preserve, and develop low-income housing units. However, the City's housing program is a city-wide program that operates on a first come first qualified basis and assistance is provided to all citizens that qualify regardless of the community in which they live.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	988,481	466,948
Other	public - federal		

Table 3 - Resources Made Available

Narrative

The allocation of CDBG resources is targeted to best meet the priority needs of low- and moderate-income persons based on a variety of planning studies and community input in the preceding years. Considering the small amount of federal funding received, the City is focusing most of its efforts in housing rehabilitation activities to preserve its affordable housing stock. Ocala has a great need for affordable housing units but also, we must focus on maintaining the current houses occupied by low- and moderate-income persons. This strategy also bolsters the local economy in that it provides construction jobs that otherwise would not exist because the persons that are assisted with this funding do not have the means to contract for these repairs themselves.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Ocala	100	100	

Table 4 – Identify the geographic distribution and location of investments

Narrative

During this period, 100% of the homes rehabilitated were located in the City of Ocala.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Ocala Housing Rehabilitation program is funded using a combination of its CDBG, HOME Grant, State Housing Initiatives Partnership (SHIP) Grant, Florida Municipal Power Agency (FMPA) funds and the City's Affordable Housing Fund. This leveraging of federals, state and local funding enables the City to maximize the number of families it can assist on annual basis.

In addition, the City works closely with the Community Action Agency to maximize the amount of assistance provided to housing rehabilitation applicants reducing the rehabilitation costs and allowing the programs to assist more families. This local agency, when funds are available, provides additional funding to City rehab projects by paying for the weatherization aspect of the project.

The City sold seven (7) surplus lots to a for profit developer to produce seven (7) new affordable housing units. These units are expected to be completed in 2025. All property that was rehabbed during this period was privately owned by the homeowners.

To meet the HOME grant match requirements, the City uses its annual allocation of SHIP funding as matching dollars.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	5	5
Number of Non-Homeless households to be provided affordable housing units	42	70
Number of Special-Needs households to be provided affordable housing units	2	4
Total	49	79

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	30	41
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	12	29
Number of households supported through Acquisition of Existing Units	0	0
Total	42	70

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City was able to far exceed its local housing program goals for the 2023 Program Year. The City was able to bring twenty-nine (29) total homes from sub-standard to standard conditions. The City also assisted forty-six (46) households with rental assistance to provide stable housing solutions in its volatile market.

Discuss how these outcomes will impact future annual action plans.

The City will continue to have a high focus on investing its allocation towards affordable housing projects. There will be a high premium on rehabilitating substandard housing conditions to keep units from leaving the affordable housing inventory. The City will also continue to look for ways to leverage funds to increase its abilities to create and preserve affordable housing in its service area. The City is also actively seeking other housing grants to fund new construction and rehabilitation projects for those seeking affordable housing options. The City has put together the framework for a Zero Interest Home Ownership program that if funded, will be a huge impact on providing affordable and assessable units to the community. The City is also actively searching for grants and funding opportunities to provide rental assistance to the community.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	5	0
Low-income	4	0
Moderate-income	7	0
Total	16	0

Table 7 – Number of Households Served

Narrative Information

The City of Ocala has engaged in additional activities and partnerships to address worse case housing needs in its community. Through its Office of Homeless Prevention, the City has partnered with the Ocala Housing Authority in issuing and administering Emergency Housing Vouchers (EHV) for homeless families and individuals in Marion County. The City functions as the lead in distributing the applications and entering the applicants into the Marion County Continuum of Care (CoC) through its coordinated entry process. City staff performs a vulnerability assessment of the residents and maintains the CoC By Name List to ensure the most vulnerable citizens are offered housing first. To date, 100% of the vouchers have been used to house previously homeless families and individuals.

The City's OHP division also serves as the lead agency for the County's Homeless Management Information System (HMIS) and Coordinated Entry (CE).

The City has also included in its Local Housing Assistance Plan (LHAP), provisions and funding to assist renters who face eviction and/or in need of rental subsidies because they are expending 50% or greater of their gross income on rent. The City's LHAP allows for up to twelve (12) months of rental assistance. The City assisted forty-one (41) families with its SHIP funding with deposits, first month's rent, and rent in arrears.

DRAFT

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Through its Office of Homeless Prevention, the City of Ocala provides outreach to and identifies persons who are experiencing homelessness. The Outreach Specialist performs a housing assessment to determine appropriate housing and services options for the residents. Once the household is assessed, the City facilitates a By Name List and prioritizes the contacted residents for housing services. The City then refers those residents to organizations in the community best able to serve the resident's needs.

Addressing the emergency shelter and transitional housing needs of homeless persons

Needs that have been identified in the community, such as Permanent Supported Housing (PSH), are highlighted at grant workshops, and agencies providing that service are encouraged to apply for grant funds. Identified needs and grant applications supporting the identified need are ranked during the annual funding recommendation meetings by the review committee to bridge an identified gap in services. The Joint Office on Homelessness is working with non-profit organizations to produce additional PSH units. Currently, the City is actively assisting with a project that will produce fifty-nine (59) new PSH units by the end of 2025. There are on-going conversations with non-profit organizations, law enforcement, and local political leaders, to create, fund, and operate a low-barrier shelter. This has been identified by the Marion County Continuum of Care as its highest priority. A low-barrier shelter will enable the community to provide needed sheltering opportunities for individuals who currently don't meet the guidelines of other shelters in the community. Currently there is an agreement in place to bring on a twelve (12) bed, low-barrier shelter by the end of 2025.

During this reporting period the City also partnered with the Ocala Housing Authority (OHA) to complete the implementation of an Emergency Housing Voucher (EHV) Program. OHA received fifty-one (51) vouchers designed to assist the County's most vulnerable citizens in attaining housing. To date all voucher holders have leased up and are housed for the next nine (9) years.

The housing needs of the homeless in the City of Ocala/Marion County cannot be met entirely by emergency shelters and transitional housing due to the lack of capacity. The Marion County CoC receives funds to provide homeless prevention, rapid rehousing, and emergency shelter using the Housing First Program to assist homeless persons/families.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care

facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The following list of public and private agencies help address housing, health, social services, employment, education, and youth needs:

Faith based organizations and churches provide emergency food and financial assistance.

- Community Legal Services provides representation in eviction, foreclosures, and public housing proceedings.
- Ocala Housing Authority (OHA) provides consumer credit counseling and housing re-modification to existing mortgages, as well as emergency housing vouchers for the County's most vulnerable residents.
- Phoenix House Florida Addiction Treatment Center for men and women for substance abuse and mental health problems. The center is often used as a transitional housing from prison facilities after discharge with medical and mental health issues.
- CareerSource of Citrus, Levy, Marion provides job development and counseling; assists with employment searches; identifies job skills and provides education and guidance with writing resumes and interviewing.
- Kids Central and its partners provide Independent living services to youth and young adults in the foster care system after being discharged. These services prepare the youth for adulthood and life after foster care. For youth aging-out of the system (those turning 18 years old without returning to the care of their parents or being adopted) it is a requirement to have the basic life skills to function successfully on their own. Training includes but is not limited to financial literacy training, household management, educational and career planning. They help youth and young adults build a strong foundation for their lives and provides Independent living and extended foster care work to help youth and young adults build a strong foundation for their lives. Their Independent Living and Extended Foster Care provide young adults with the life skills and services that they need to make a successful transition to the responsibilities of adulthood.
- Interfaith Emergency Services provides funding for outreach staff, diversion costs, and needs of the unsheltered homeless (medical, mental health, identification, and transportation). During this reporting period, they have begun construction on a new state of the art Engagement Center which will serve as a centralized location for homeless persons and families to come and receive serves and assistance in securing resources. Currently four (4) different agencies, including the City of Ocala, have signed MOU's to work out of the engagement center multiple days per week. The center will also conduct Shower and Laundry Ministries that will allow homeless neighbors to come in and take a hot shower and to wash their clothes.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Ocala has access to rapid rehousing and homeless prevention programs administered through the Joint Office on Homelessness and Marion County Community Services, which are funded through the Emergency Solutions Grant (ESG). There are two local veteran assistance programs with Supportive Services for Veteran Families Funds (SSVF). Marion County helps fund rapid rehousing and homeless prevention programs through Shepherds Lighthouse, and Interfaith Emergency Services to assist the chronically homeless to transition into permanent housing. The City conducts coordinated entry and manages the HMIS information for these services.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Ocala Housing Authority (OHA) continued its evaluation of HUD's Public Housing Repositioning initiative for converting its public housing units to project-based or tenant-based vouchers. Currently the City is collaborating with a private investor and OHA to produce an apartment complex that will include sixty (60) affordable units that will be provided project-based vouchers by OHA.

OHA continued to administer the Resident Opportunities and Self Sufficiency (ROSS) grant to increase its focus on individual case management and providing more resources to aid low to moderate income families achieve self-sufficiency. Their Family Self Sufficiency Grant (FSS) funding focused on assisting Housing Choice Voucher families to be free of government assistance. OHA operated two duplexes from the Continuum of Care for providing housing and supportive services to four eligible families that are homeless with minor child(ren) and at least one family member is disabled. They continued to partner with the City of Ocala and Marion County Community Services to acquire vacant lots and grant funding to produce the most needed affordable housing units (1 and 2-bedroom units). OHA implemented recruitment strategies designed to increase the number of families participating in the Family Self Sufficiency (FSS) program and ROSS programs. OHA also has leased up 51 of 51 Emergency Housing Vouchers (EHV) to assist individuals or families who are homeless, victims of domestic violence, or families fleeing, or attempting to flee, domestic violence, sexual assault or human trafficking, individuals or families who are at-risk of being homelessness and individuals or families who are recently homeless. OHA continues to operate the Veterans Affairs Supportive Housing (VASH) Vouchers program to assist homeless veterans. Additionally, consistent discussion and planning for problematic cases were identified and addressed with local Continuum of Care (CoC) membership and committee meetings, monthly and biweekly for VASH.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Ocala Housing Authority (OHA) has collaborated with the City of Ocala to participate in the City's planned Zero Interest Home Ownership Program. OHA plans to have persons in its Sec 8 Homeownership Program purchase homes that will be built on city surplus lots and sold with a fifteen (15) year zero interest mortgage.

OHA is a HUD certified housing counseling agency with two HUD Certified Housing Counselors on staff. OHA provides homeownership, foreclosure, credit repair, and rental housing counseling. The agency also provides information on how to become a homeowner, fair housing rights, credit counseling, and foreclosure prevention. OHA also provides the following counseling services:

- Homebuyer Education Programs
- Loss Mitigation

- Money Debt Management
- Mortgage Delinquency and Default Resolution Counseling
- Post-Purchase Counseling
- Pre-Purchase Counseling
- Renter's Assistance

OHA also offers the Family Self-Sufficiency Program, Resident Opportunities and Self Sufficiency Program, Homebuyer's Club and Homeownership counseling programs. These programs assist Section 8 participants and residents of the public housing communities with becoming economically self-sufficient and attaining homeownership.

OHA has an increased focus on case management and provide classes that center on becoming employable through education and job skills training, obtaining employment, homeownership, credit rebuilding, safety, voter awareness, and budgeting. OHA is working on partnerships that will aid staff with helping residents remove barriers to transportation, education, and employment.

OHA maintains ongoing resident initiatives. The Ocala Housing Authority has been working diligently to promote activity and interested in Resident Council/Resident Advisory Board in each of the OHA's Public Housing communities to include guest speakers keep residents informed of new programs and opportunities.

Residents receive a monthly newsletter/calendar that includes vital OHA information, updates from HUD and local community information. OHA staff walks through each community several times a month to maintain a visible presence on-site and to increase customer service.

Actions taken to provide assistance to troubled PHAs

N/A

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Ocala has established public policy regarding affordable housing. The City continually evaluates policies to ensure they do not interfere with affordable housing efforts. In addition, the City of Ocala's Affordable Housing Advisory Committee (AHAC) meets to update and review barriers that may affect affordable housing. The AHAC committee has developed a reporting matrix that helps with accountability of completing the tasks that will eliminate or reduce the barriers to affordable housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City undertook activities to address the obstacles to meeting underserved housing needs. The City of Ocala developed an Affordable Housing Initiative (AFHI) Team consisting of the Chief of Staff, the CFO, City Attorney, Community Development Services Director, Procurement Director, Planning Director, Real-Estate Manager, and related staff. Along with the AHAC Committee, the AFHI Team has taken actionable steps to identify and remove obstacles to developing affordable housing units. A great focus has been placed on the surplus lands currently owned by the City. The City has established its initial list of surplus lands to be redistributed and used for the development of affordable housing and is actively soliciting bids through its Procurement Department from for profit and not-for-profit developers of affordable housing.

The City continues to work toward bettering its expedited permitting process. The Community Programs Division and Growth Management Department implemented weekly meetings to discuss the permitting process. The Community Programs Division developed an affordable housing application that will help identify and fast track the permitting of affordable housing projects and incentivize the production of affordable housing units by making the City's Affordable Housing Fund available to developers to offset specific permitting costs. The Community Programs Division continued to work with the City's Public Relations Department to develop literature to distribute in the community to bring greater awareness of funding that can be used to offset impact fees when developing affordable housing units.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City has implemented a housing rehabilitation program and continues to operate the program within the HUD Lead-Safe Housing regulations. The rehabilitation program offered through the City is reducing lead hazards by focusing on code compliance. The City also ensured that staff is appropriately trained in lead-based paint, pamphlets are distributed, inspections and assessments are conducted when required, and that contractors trained in lead safe practices are used. All rehabilitation activities constructed prior to 1978 are inspected for lead-based paint (LBP). The City also performs asbestos

testing on all rehabilitation projects and it tests for mold as needed.

The first step is counseling, informing the rehabilitation client of the danger of lead-based paint, providing the requisite brochure, and signing an acknowledgement of receipt of the brochure when clients apply for assistance. CDBG staff determines at this interview whether there is heightened risk due to young children in the household. If LBP is found, and funding is available to effectively mitigate, the City will hire the appropriate professionals to do the work. The City does not perform LBP inspections. The City hires certified environmental inspectors to provide inspection and documentation services. Certified contractors performing remediation work must do so in accordance with industry standards including posting of appropriate warning signs, restricting occupants from work areas, containing work areas to prevent dust and debris from spreading, conducting thorough cleanup, and verifying that cleanup was effective.

The City has guidelines that are written for lead-based paint policies and procedures. All contracts/agreements with contractors/inspectors include the required regulatory language enforcing the requirements that must be met and followed. The City also monitors lead-based paint projects to ensure the provisions are being applied.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City of Ocala has an aging housing stock in several low-income neighborhoods. Using CDBG, HOME, SHIP, CRA, Florida Municipal Power Authority (FMPA) and the local Affordable Housing Fund, the City's strategy is to continue to revitalize these neighborhoods to provide a better quality of life to the residents, while preserving the housing through rehabilitation. The City continues to attempt to reduce the poverty level by providing funds to reduce the blighted conditions city wide. In addition, the City commits funding for business improvement grants in low-income areas. The City, along with the local Chamber and Economic Partnership, continues to work with local business to provide job opportunities for all residents and attract new business to the area. The City and the CEP are currently working on creating a business incubator in West Ocala. The City continually works with local organizations such as the Marion County Continuum of Care, CareerSource, and Governor's West Ocala Neighborhood Revitalization Council to resolve social issues that may contribute to high poverty levels.

The City has applied for HUD's PRO Housing grant, which if awarded will fund the City's Zero Interest Home Ownership Program as well as provide \$2,000,000 of additional housing rehabilitation for the City's Tucker Hill community, which is one of the City's most underserved areas.

The City of Ocala has established sufficient public policy regarding affordable housing. However, the City continually re-evaluates policies to ensure they do not interfere with affordable housing efforts. In addition, the City of Ocala's Affordable Housing Advisory Committee (AHAC) meets to update and review barriers that may affect affordable housing.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

City of Ocala staff participates with community organizations specializing in homelessness (Interfaith, St. Theresa), children's issues (Kimberly's Center, ELC), mental health (SMA Healthcare and FREEdom Clinic), veterans services (Veterans of America, Vets Helping Vets), senior services, and community issues (Community with a Heart). The Community Programs Division consulted with Ocala Housing Authority concerning public housing needs and any planned program activities. Consultation helped ensure that all proposed activities directed towards increasing affordable housing, neighborhood improvement, and/or any resident programs and/or services funded by Ocala Housing Authority will increase the quality of life of all participating parties.

The City of Ocala Community Programs Division coordinates with various public, private, and nonprofit agencies. Collaboration between local, county, and state agencies is important in successfully carrying out the goals and objectives identified in the Consolidated Plan and addressing community needs. Areas of coordination included broadband and Wi-Fi access to underserved areas; evaluation of flood prone areas; emergency evacuation routes; availability of fire/rescue services; and determination of effect on natural and environmental resources.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City uses a Coordinated Entry (CE) model to coordinate housing activities among social agencies. The office of Homeless Prevention serves as the Homeless Management Information System (HMIS) lead agency for the Marion County Continuum of Care. They are the point of contact with the community's most vulnerable citizens, and they initiate the process of routing those individuals to available services.

The City also works with private sector developers to produce affordable housing projects. These projects are both rental and homeownership and are designed to create more affordable and suitable units to the community's housing stock. In the reporting period, the City is currently reviewing applications to commit \$460,000 of its Affordable Housing Fund in the form of a loan, that will enable a partnering developer to secure a 9% tax credit from the State of Florida that will lead to the production of no less than sixty (60) affordable units.

The Community Programs Division is also actively soliciting for profit and not for profit affordable housing developers, to develop single family affordable housing units on surplus lots owned by the City. The city plans to have fifteen (15) lots transferred to the private sector by the end of 2025.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The 2019 AI identified four (4) impediments to fair housing that affect the citizens of Marion County. The first being an insufficient supply of affordable rental housing. To help eliminate this barrier the City of Ocala collaborates with the Marion County Housing Finance Authority, Ocala Housing Authority (OHA), and private sector developers to develop affordable rental housing units. The City in Program

Year 2022 brought 90 affordable units online on property that was once a City golf course. The City has also worked with OHA in locating and recruiting new landlords who will assist in bringing affordable units online in the community. To strengthen relationships with private landlords, OHA has hired a Housing Locator that works with community housing providers and the City to actively recruit, retain, and incentivize landlords. The collaboration also works to educate landlords to some of the benefits of renting too low to moderate income persons and families.

Insufficient support of affordable home ownership was the second identified impediment. To help eliminate this barrier the City of Ocala collaborates with the Marion County Housing Finance Authority, Ocala Housing Authority (OHA), Marion County Habitat for Humanity, and private sector developers to develop affordable housing units for home ownership. The City is currently working on an infill plan that is geared to facilitate the development of affordable housing units throughout the City but particularly in historically low/mod income neighborhoods on surplus properties owned by the City. The City is partnering with for-profit and non-profit developers to develop suitable units at affordable prices. The City has worked with OHA in assisting participants of the Sec 8 Homeownership Program with assistance in purchasing homes with their HUD issued vouchers. OHA and the City also partner in providing home buyers education classes to perspective homeowners. These classes help low/mod citizens prepare for homeownership and help give them the skills to be successful long-term homeowners.

The next impediment identified in the 2019 AI was a lack of awareness by residents of Fair Housing laws. The City continues to collaborate with Marion County, OHA, and Community Legal Services of Mid-Florida – Ocala to provide training material, resources, and events to educate the housing community on fair housing laws. The City prominently advertises on their website and other publications during fair housing month and makes presentations to local community groups to help spread fair housing knowledge throughout the community.

The final identified impediment in the AI is poor credit history and inadequate access to employment opportunities. The City does not have a program to address the impediment of poor credit. Instead, it collaborates with OHA and the local United Way to recommend citizens to the OHA's Family Self Sufficiency Program and United Way's Strong Families initiative. The City is one of the largest employers in Marion County. The City has been pro-active in developing various programs to attract low/mod income employees, minority employees, and small business. The City collaborates with the County and the Ocala/Marion Chamber & Economic Partners to attract national and regional business. This collaboration has been effective in attracting new community partners who have brought in new and higher paying employment opportunities.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Ocala provides direct benefit to low-income households through housing rehabilitation, rental assistance, and direct financial assistance to first time homebuyers. Progress and compliance with program requirements are monitored throughout the entire process and all households are income qualified prior to services rendered. Files are maintained for each household for five years after the liens are released.

The City ensures long term compliance with applicable program requirements as follows:

- Collaboration between departments occurs to keep expenditure of CDBG funds within the City's vision.
- Minority Business Enterprise and Women Business Enterprise (MBE-WBE) outreach is made available through the City's procurement process and this data is entered through the City's Trakit system. MBE-WBE reports are submitted to HUD.
- The City solicits for Section 3 business through the procurement process.
- The SF425 is reported quarterly by the City of Ocala to HUD.
- Timely expenditure of grant funding

Additionally, the City's Five-Year Consolidated Plan and Annual Action Plan program goals and objectives are monitored at least quarterly through the review of IDIS comprehensive data reports. The City analyzes expenditures and determines if adjustments are needed based on results. The City has a written monitoring policy in place outlining the standards to ensure compliance with regulatory requirements.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The Program Year 2023 CAPER was advertised November 17, 2024, in the local newspaper noticing a comment period of November 18, 2024, to December 16, 2024. A community meeting was held

December 10, 2024, during the monthly Governor's West Ocala Neighborhood Revitalization Inc. meeting and a public hearing was held on December 17, 2024, at the City of Ocala's regularly scheduled City Council meeting at City Hall. A draft of the CAPER was made available on the City of Ocala website and was also made available for review at the City of Ocala Community Development Services Department and placed on the City Council agenda for December 17, 2024. No comments were received.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes to the program objectives in the 2023 program year.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

Yes

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Background and Grant Expenses

In 2022, the City of Ocala received an EPA community-wide assessment grant (4B02D28522) in the amount of \$500,000. To date, \$284,940.25 has been spent on activities included in the Work Plan.

From October 1, 2023, to September 30, 2024, total funds spent on brownfields activities totaled \$242,354. Of the total amount spent, \$8,888 was paid to minority-owned and women-owned businesses for services provided.

Outreach and Community Involvement

May 10, 2024 – The City of Ocala held a Reeds Place - Vision 2050 Focus Group meeting to brainstorm the potential plans for Reeds Place. The participants provided conceptual land use layouts for the study area taking into consideration the areas identified for future remediation, interconnectivity to surrounding points of interest and needs of the wider community.

Site Inventory

GIS Brownfields Tool Update: The Site Inventory map is continually updated as more sites assessed with grant funds are added to the GIS Map made available to the public.

Assessment

- Number of Phase I Assessments completed: 10
- Number of Phase II Assessments completed: 5

Planning Brownfields Revitalization Plan: The City has created a draft conceptual plan for the revitalization of the Reed Place community in West Ocala.

Resources Leveraged

On August 20, 2024, FL TBC, LLC, represented by Joshua Clarke, received approval for a West Ocala CRA New Construction Incentive grant, in an amount not to exceed \$172,688. EPA funds were used to conduct a Phase I Environmental Site Assessment at the location. The grant request was made to support the construction of a quick service restaurant (Culver's Ocala) at 3637 West Silver Spring Boulevard (Parcel ID: 2260-228-000). Project details:

- The proposed building will be approximately 4,443 square feet in size.
- The estimated capital investment for construction of the project is \$2,878,138.
- Approximately 80 full-time jobs will be created with annual salaries ranging from \$29,000 to \$54,000.
- The project is scheduled to be completed by June 2025.

343 NE 1st Ave Construction of the Forge at Madison Commons. A Phase I assessment of this site was done through the grant program.

- The estimated cost of this project is \$4,000,000.
- Project to be completed by December 2024.
- Approximately 40 jobs during construction.

SW 10th Street - Housing Finance Authority of Marion County This project will add housing for households with income between 60% and 140% of the Area Median Income (AMI). The intent is to build affordable senior and workforce, one- and two-bedroom multifamily housing units. This project is expected to save tenants up to \$2,500 per month. EPA funds were used to conduct one Phase I assessment and two Phase II Environmental Site Assessments at this property.

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CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
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Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

The City didn't do any projects over the \$200,000 threshold that would trigger Sec 3 for municipalities. However, through its procurement department Small and Minority Business Program, the City actively seeks Sec 3 business concerns. Also, through its Office of Homeless Prevention, City Staff refers and connects potential Sec 3 workers with supportive services and provides direct referrals to the local Career Source Agency.

DRAFT

Attachment

2023 CAPER Proof of Publication

DRAFT

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631744 C. nr. nmatl. OH 45263-1744

AFFIDAVIT OF PUBLICATION

Imma Hayes
City of Ocala Planning & Devel
201 SE 3RD ST
OCALA FL 34471

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who an oath says that he or she is the Legal Coordinator of the Star Banner, published in Marion County, Florida; that the attached copy of advertisement, being a Govt Public Notice, was published on the publicly accessible website of Marion County, Florida, or in a newspaper by print in the issues of, on:

31/1/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 5C, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 11/17/2024

Legat Clerk

Notary, State of WI, County of HOWARD

My commission expires _____

Publication Cost: 5169.24

Tax Amount: \$0.00

Payment Cost	\$169.74
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Order No: 10786620

of copies:

Customer No: 522377

PO #:

'THIS IS NOT AN INVOICE'

Please do not use this form for personal commentary.

OFFICE OF PUBLIC HEARING
CITY OF GEALA
COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG)
CONSOLIDATED ANNUAL
PERFORMANCE EVALUATION
REPORT FOR FY 2023-2024

Kittore to Citizens:
The City of Grants receives federal performance funds annually from the Economic Development Administration (EDA) through the Community Development Block Grant program. The EDA encourages cities to seek citizen input on how activities implemented with these funds will address community needs and priorities identified in the Consolidated Plan. The Consolidated Plan for Grants County, Oregon (CAPER) includes a summary of socioeconomic accomplishments and an analysis of current conditions. Publicizing the findings and goals outlined in the priority areas and specific objectives identified in the Consolidated Plan for Grants County is a public hearing will be held Tuesday December 10, 2024, during the monthly Grants County Board meeting at 9:00 AM in the Boardroom, 600 Main Street, Grants, OR 97638. Call the link to attend the meeting by clicking on the link below: <https://www.grantscounty.org/boards-and-committees/capgrants>. The meeting ID is 8554515327.

Public Hearing:
A public hearing will be held at 4:00 p.m. on Tuesday December 17, 2024, at the regularly scheduled City Council Meeting at City Hall, located at 110 SE Walula Ave. Ocala, FL 34471. The public may submit written comments regarding the 2023-2024 CAPER to the Community Services Department located at 201 SE 3rd Street, Second Floor, Ocala, FL 34471 or by email at communityservices@ocfl.net.

Public Comment Period:
As required by H.R. 10, the 2003-2004
fiscal year, the Department is soliciting
written comments from the public on the
0.0% *Agency* *Program* *for* *the* *Year*
through 2004. *Comments* *on* *the* *Program*
0.0% *Agency* *Program* *for* *the* *Year*
0.0% *Agency* *Program* *for* *the* *Year*
Department, *Office* *of* *the* *Chief* *of* *Staff*
Street, *Room* *1000*, *Alaska*, *99501*
3407. *The* *Agency* *Program* *for* *the* *Year*
0.0% *Agency* *Program* *for* *the* *Year*
website, *www*.*alaska*.*gov*. *For* *additional*
0.0% *Agency* *Program* *for* *the* *Year*
the Community Services Department
0.0% *Agency* *Program* *for* *the* *Year*
participate in this meeting, please
contact the Community Services
Department at 907-465-1111 or
0.0% *Agency* *Program* *for* *the* *Year*
can be made by calling 1-800-465-
2112.

05250.

KAITLYN FELTY
 Notary Public
 State of Wisconsin

Page 1 of 1

CAPER

27

2023 Pr05

ICDS - Pr05

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
Breakdown Report by Project and Activity
CITY OF ALBUQUERQUE

DATE: 12/20/24
TIME: 17:32
PAGE: 1

REPORT FOR PROGRAM : CDCR, CD26-CV
FISCAL YEAR : 2023
PROJECT : ALL
ACTIVITY : ALL

Program Year/ Project	FMS Act ID	Activity Name	Prior Year	Voucher Number	Line Item	Voucher Status	LOCOS Send Date	Grant Year	Grant Number	Fund Type	Dress Amount
2023 4 Planning & Administration	866	Administration		6949869	5	Completed	12/21/2024	2023	B23MC120029	EA	\$3,592.00
				6855347	4	Completed	1/12/2024	2023	B23MC120029	EA	\$5,240.00
				6871155	2	Completed	2/27/2024	2024	B23MC120029	EA	\$2,250.11
				6076332	2	Completed	3/15/2024	2023	B23MC120029	EA	\$9,529.41
				6851305	1	Completed	4/22/2024	2023	B23MC120029	EA	\$7,866.82
				6861378	1	Completed	5/17/2024	2023	B23MC120029	EA	\$17,968.87
				6912041	1	Completed	6/20/2024	2023	B23MC120029	EA	\$32,863.84
				6917011	1	Completed	7/9/2024	2023	B23MC120029	EA	\$16,579.82
				6956397	1	Completed	11/5/2024	2023	B23MC120029	EA	\$378.28
				6964604	1	Completed	11/5/2024	2023	B23MC120029	EA	\$6.55
Activity Total											\$96,674.14
Project Total											\$96,674.14
Program Year 2023 Total											\$96,674.14


005 - PRO5

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
Disbursement Report by Project and Activity
CRALA, FL

DATE: 12-20-24
TIME: 1:22
PAGE: 2

DR

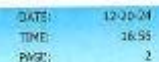
2023 PR026

	Office of Community Planning and Development	DATE: 12-30-24
	U.S. Department of Housing and Urban Development	TIME: 16:56
	Approved Document and Information System	PAGE: 1
	PR026 - FUNDING AND ACCOUNTING REPORT	

Program Year 2023

02/24/25

PART I: SUMMARY OF COOG RESOURCES		
01. LINE ITEM 01 COOG FUNDS - SPECIFIC FUNDING INCLUDE YEAR		0.00
02. FUNDING SOURCE		496,455.00
03. FUNDING SOURCE		0.00
04. FUNDING SOURCE		0.00
05. SECTION 101 FUNDING SOURCE		0.00
06. CURRENT YEAR 2023 FUNDING SOURCE		496,455.00
07. FUNDS RETURNED TO FUNDING SOURCE		0.00
08. FUNDS RETURNED TO FUNDING SOURCE		0.00
09. ADJUSTMENT TO COOG TOTAL		0.00
10. TOTAL COOG FUNDS		496,455.00
PART II: SUMMARY OF COOG EXPENDITURES		
11. COOG EXPENDITURES		496,455.00
12. ADJUSTMENT TO COOG TOTAL		0.00
13. ADJUSTMENT TO COOG TOTAL		0.00
14. ADJUSTMENT TO COOG TOTAL		0.00
15. ADJUSTMENT TO COOG TOTAL		0.00
16. ADJUSTMENT TO COOG TOTAL		0.00
17. ADJUSTMENT TO COOG TOTAL		0.00
18. ADJUSTMENT TO COOG TOTAL		0.00
19. ADJUSTMENT TO COOG TOTAL		0.00
20. ADJUSTMENT TO COOG TOTAL		0.00
21. ADJUSTMENT TO COOG TOTAL		0.00
22. ADJUSTMENT TO COOG TOTAL		0.00
23. ADJUSTMENT TO COOG TOTAL		0.00
24. ADJUSTMENT TO COOG TOTAL		0.00
25. ADJUSTMENT TO COOG TOTAL		0.00
26. ADJUSTMENT TO COOG TOTAL		0.00
27. ADJUSTMENT TO COOG TOTAL		0.00
28. ADJUSTMENT TO COOG TOTAL		0.00
29. ADJUSTMENT TO COOG TOTAL		0.00
30. ADJUSTMENT TO COOG TOTAL		0.00
31. ADJUSTMENT TO COOG TOTAL		0.00
32. ADJUSTMENT TO COOG TOTAL		0.00
33. ADJUSTMENT TO COOG TOTAL		0.00
34. ADJUSTMENT TO COOG TOTAL		0.00
35. ADJUSTMENT TO COOG TOTAL		0.00
36. ADJUSTMENT TO COOG TOTAL		0.00
37. ADJUSTMENT TO COOG TOTAL		0.00
38. ADJUSTMENT TO COOG TOTAL		0.00
39. ADJUSTMENT TO COOG TOTAL		0.00
40. ADJUSTMENT TO COOG TOTAL		0.00
41. ADJUSTMENT TO COOG TOTAL		0.00
42. ADJUSTMENT TO COOG TOTAL		0.00
43. ADJUSTMENT TO COOG TOTAL		0.00
44. ADJUSTMENT TO COOG TOTAL		0.00
45. ADJUSTMENT TO COOG TOTAL		0.00
46. ADJUSTMENT TO COOG TOTAL		0.00



No data reported for this year. This might be because the applied filter excludes all data.

So data returned for beta alone. This might be how we use the applied filter with cross-sectional data.

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No data returned for this view. This might be because the applied filter excluded all data.

LEAF #/ DETAIL ACTIVITIES INVOLVED IN THE COMPUTATION OF L.T.C. 37



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PS25 - CDBG Financial Summary Report
Program Year 2023

DATE: 12/26/24
TIME: 16:55
PAGE: 3

OCALA, FL


Plan Year	CDBG Project	CDBG Activity	Unexp. Number	Activity Name	National Code	National Objective	Disbursement Amount
2022	4	100	6832001	Construction	21A		\$59,336
2023	4	100	6832002	Construction	21A		\$3,562.05
2024	4	100	6832003	Construction	21A		\$6,200.01
2025	4	100	6832004	Construction	21A		\$2,200.11
2026	4	100	6832005	Construction	21A		\$8,600.01
2027	4	100	6832006	Construction	21A		\$7,000.00
2028	4	100	6832007	Construction	21A		\$1,100.00
2029	4	100	6832008	Construction	21A		\$32,900.00
2030	4	100	6832009	Construction	21A		\$10,000.00
2031	4	100	6832010	Construction	21A		\$5,000.00
Total							\$106,985.29

2023 PR 026 Activity Summary

PR026 - Activity Summary by Selected Grant
 Term: September 2022-June 2023
 Branch: LOCAL
 Grant #03 - 1001

Total Grant Amount for COBG 2023 Grant year 823HC110029 Grant Number = 8496,815.00											
SLT	Division	Grantee	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity
SLT	Division	Grantee	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity
71	OCALA	2023	823HC110029	Administrative And Planning	21A	823	No	Open	\$96,070.00	\$96,074.14	
Total Administrative And Planning									\$96,070.00	\$96,074.14	10.00%
Total 2023									\$96,070.00	\$96,074.14	10.00%
Grand Total									\$96,070.00	\$96,074.14	10.00%

2023 PR 026 CDBG-CV

	Office of Community Planning and Development	DATE:	12-20-24
	U.S. Department of Housing and Urban Development	TIME:	17:19
	Integrated Disbursement and Information System	PAGE:	1
	PR26 - CDBG-CV Financial Summary Report		

OCALA, FL

PART I: SUMMARY OF CDBG-CV RESOURCES		
31 CDBG-CV GRANT		\$90,581.00
32 FUNDS RETURNED TO THE LINE-OF-CREDIT		0.00
33 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT		0.00
34 TOTAL CDBG-CV FUNDS AWARDED		\$90,581.00
PART II: SUMMARY OF CDBG-CV EXPENDITURES		
05 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION		425,977.90
06 DISBURSED IN DIS FOR PLANNING/ADMINISTRATION		30,351.35
07 DISBURSED IN DIS FOR SECTION 108 REPAYMENTS		0.00
08 TOTAL EXPENDITURES (SUM LINES 05 - 07)		456,329.25
09 UNEXPENDED BALANCE (LINE 34 - LINE 08)		233,611.75
PART III: LOW/MOD BENEFIT FOR THE CDBG-CV GRANT		
10 EXPENDED FOR LOW/MOD HOUSING IN SPECIFIED AREAS		0.00
11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING		0.00
12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES		425,927.52
13 TOTAL LOW/MOD CREDIT (SUM LINES 10 - 12)		425,927.52
14 AMOUNT SUBMITTED TO LOW/MOD BENEFIT (LINE 05)		425,927.52
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)		100.00%
PART IV: PUBLIC SERVICE (PS) CALCULATIONS		
16 DISBURSED IN DIS FOR PUBLIC SERVICES		110,435.70
17 CDBG-CV GRANT		\$90,581.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)		12.66%
PART V: PLANNING AND ADMINISTRATION (PA) CAP		
19 DISBURSED IN DIS FOR PLANNING/ADMINISTRATION		30,351.35
20 CDBG-CV GRANT		\$90,581.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)		4.40%



LINE 10 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 10

No data returned for this view. This might be because the applied filter excludes all data.

LINE 11 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 11

No data returned for this view. This might be because the applied filter excludes all data.

LINE 12 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 12

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2023	1	515	6568589	Orlando-Maitland County Children of Commerce, Inc. (OCPI)	18C	LMCO	\$150,000.00
			6568592	Marion Senior Services, Inc.	05A	LMC	\$47,907.00
	3	524	6568620	Marion Senior Services, Inc.	05A	LMC	\$50,839.75
			6568635	Uveys and GMA Olds Marion County	05D	LMC	\$4,211.70
			6568671	Uveys and GMA Olds Marion County	05D	LMC	\$131,277.57
Total							\$425,827.92

LINE 15 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 15

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	3	818	6568582	Marion Senior Services, Inc.	05A	LMC	\$47,907.00
			6568673	Marion Senior Services, Inc.	05A	LMC	\$60,506.75
Total							\$110,413.75

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	11	816	6568607	CV - Planning and Administration	20		\$15,563.25
			6568608	CV - Planning and Administration	20		\$7,049.82
			6568609	CV - Planning and Administration	20		\$76.20
			6568610	CV - Planning and Administration	20		\$1,700.38
			6568678	CV - Planning and Administration	20		\$886.22
Total							\$30,981.95

See Proof on Next Page

Ocala Gazette
PO Box 188
(352) 732-0073

I, Ankit Sachdeva, of lawful age, being duly sworn upon oath deposes and says that I am the Authorized Agent of Affidavits of Column Software, PBC, duly appointed and authorized agent of the Publisher of Ocala Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Ocala, for the County of Marion County, in the state of Florida, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates.

PUBLICATION DATES: November 21. 2025

Notice ID: GiMDvuHbRrJTmpAFqc3r

Notice Name: Notice of Public Hearing HUD

PUBLICATION FEE: \$149.30

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50 Florida Statutes.

Ankit Sachdeva

VERIFICATION

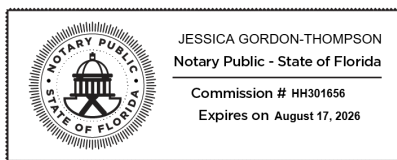
State of Florida
 County of Orange

Signed or attested before me on this: 11/21/2025
 11/21/2025

J. Thompson

Notary Public

Notarized remotely online using communication technology via Proof.



**NOTICE OF PUBLIC HEARING
CITY OF OCALA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSOLIDATED ANNUAL
PERFORMANCE EVALUATION REPORT FOR FY 2024-2025**

Notice to Citizens:

The City of Ocala receives federal entitlement funds annually from the Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG). The City of Ocala must demonstrate how activities implemented with these funds address the Strategic Plan objectives and priorities identified in the Consolidated Plan. The Consolidated Annual Performance and Evaluation Report (CAPER) includes a summary of programmatic accomplishments and an assessment of progress toward meeting the priority needs and specific objectives identified in the Consolidated Plan.

Public Meeting: A Public Meeting will be held Tuesday December 9, 2025, during the monthly Governor's West Ocala Neighborhood Revitalization Council, Inc. The meeting will be conducted via Zoom. The link to attend the meeting is:
<https://zoom.us/j/98442851356?pwd=ZWRHOC9EaDBMVkND5zYrbDBoMlY5Zzo9>. The meeting ID is 984 4285 1356.

Public Hearing:

A Public Hearing will be held at 4:00 p.m. on Tuesday December 16, 2025, at the regularly scheduled City Council Meeting at City Hall, located at 110 SE Watula Ave. Ocala FL 34471. The public may submit written comments regarding the 2024-2025 CAPER to the Community Services Department located at 201 SE 3rd Street, Second Floor, Ocala FL 34471 or email jhaynes@ocalafl.gov.

Public Comment Period:

As required by HUD, the 2024-2025 CAPER will be available for public review and comment beginning 7:00 a.m. Friday November 21, 2025, through 6:00 p.m. Monday December 15, 2025, during normal office hours at the Community Services Department, located at 201 SE 3rd Street, Second Floor, Ocala FL 34471. The report may also be viewed on the City of Ocala's website, www.ocalafl.gov. For additional information please contact the Community Services Department at (352) 629-8312. If reasonable accommodation is needed to participate in this meeting, please contact the Community Services Department a minimum of 48 hours in advance so that arrangements can be made by calling (352) 629-8312.





Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0412

Agenda Item #: 6b.

Submitted By: James Haynes

Presentation By: James Haynes

Department: Community Development Services

FORMAL TITLE:

First Amendment to the agreement with Stejack, LLC, for additional services required on the Norton Residence in the amount of \$5,512, resulting in a total contract value not to exceed \$50,552

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place

PROOF OF PUBLICATION:

Bid Released to Public on July 1, 2025

BACKGROUND:

On August 7, 2025, City, Owner (Shanta Norton), and Contractor (Stejack, LLC) entered into an Agreement for SHIP/HOME/CDBG Housing Rehabilitation (City of Ocala Contract No. CDS/250787) for rehabilitative work required at the Norton residence in the amount of \$45,040.40.

FINDINGS AND CONCLUSIONS:

During the course of rehabilitative work, it was discovered that additional work outside of the original scope is needed. The additional work includes treatment for drywood and subterranean termites, replacing the master bedroom ceiling rather than repairing it, replacing the bedrooms' carpeting rather than cleaning it, and repairing the bedrooms' subfloors at an additional cost of \$5,511.52. Accordingly, the parties now seek to amend the original agreement to include this additional work which would bring the total contract value to \$50,551.92.

Staff recommends approval.

FISCAL IMPACT:

\$5,511.52 is available in the SHIP Grant fund account 140-050-699-559-55-34010.

PROCUREMENT REVIEW:

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

LEGAL REVIEW:

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

FIRST AMENDMENT TO AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION

THIS FIRST AMENDMENT TO AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION, ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), **SHANTA NORTON** ("Owner"), and **STEJACK, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN# 99-3286876) ("Contractor").

WHEREAS, on August 7, 2025, City, Owner, and Contractor entered into an Agreement for SHIP/HOME/CDBG Housing Rehabilitation (the "Original Agreement"), City of Ocala Contract No.: CDS/250787; and

WHEREAS, City, Owner, and Contractor now desire to amend the Original Agreement to reflect an increase in the Contract Price necessitated by the Work Change Directive issued November 5, 2025, and attached hereto as **Exhibit A – Work Change Directive**.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City, Owner and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City, Owner, and Contractor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO PARAGRAPH 6 – COMPENSATION.** The language contained in Paragraph 6 – Compensation of the Original Agreement is hereby deleted and replaced with the following (all remaining sections of Paragraph 6 – Compensation remains in effect):

COMPENSATION. City shall pay Contractor, on behalf of the Owner, for the performance of the work, and in accordance with the contract documents, a total price in the amount of **FIFTY THOUSAND, FIVE HUNDRED FIFTY-ONE AND 92/100 DOLLARS (\$50,551.92)**. It is understood the amounts to be paid will be for satisfactory work completed rather than the estimated prices. Payments shall be made at the unit price and/or lump sums specified for the various items in the Contractor's proposal as provided in the specifications.

- A. The modified Contract Price represents the sum of the original bid price of **\$45,040.40** and the total cost of **Change Order #1** as set forth in **Exhibit A – Work Change Directive**.
4. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Stejack, LLC
Attention: Steven Berger
522 S Hunt Club Blvd
Apopka, Florida 32707
PH: 407-791-9755
E-Mail: steven@stejack.com

If to City:

Daphne Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: notices@ocalafl.gov
PH: 352-629-8343

with copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: cityattorney@ocalafl.gov

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
City Council President

Date: _____

**Reviewed and Approved by Community
Development Services Department:**

STEJACK, LLC

James Haynes, Director
Community Development Services

(Authorized Signatory)

By: _____
(Printed Name of Signatory)

Approved as to form and legality:

Title: _____
(Title of Authorized Signatory)

William E. Sexton, Esq.
City Attorney

Date: _____



**Witnesses for Property/Homeowner
Signature:**

PROPERTY/HOMEOWNER

(Signature of First Witness)

(Signature of Property/Homeowner)

(Printed Name of First Witness)

(Printed Name of Homeowner)

(Signature of Second Witness)

Date: _____

(Printed Name of Second Witness)

Work Change DirectivePO#: CDS/250787DATE: 10/27/2025PROJECT NAME: Residential Rehabilitation - NORTONPROJECT ADDRESS: 117 NW 16th TerrCONTRACTOR SIGNATURE: Steven Berger

The following change(s) have been requested:

ADDITIONAL SCOPE - DRYWOOD & SUBTERRANIAN TERMITE TREATMENT
ADDITIONAL TIME - Termite treatment as well as: 1. the need to replace rather than repair the ceiling in the master bedroom. 2. The need to replace rather than steam the carpets in the bedrooms. 3. The need to repair the subfloors in the bedrooms receiving carpet.

✓ Contractor's Estimate Attached

APPROVALS

James Haynes

Owner

Christopher Lewis

Christopher Lewis

DATE:

11/5/202510/28/202510/30/2025

Estimated increase/decrease in Contract Price

Current Contract Price: \$ 45,040.40Request No.: () \$ 5511.52New Proposed Price: \$ 50,551.92

Estimated increase/decrease in Contract Times

Completion: 21 days.

If the change involves an increase, the estimated amount is not to be exceeded without further authorization

If the change involves an increase, the estimated times are not to be exceeded without further authorization

COMMENTS: Change in price is only for the termite treatment. Stejack Construction will absorb the cost for all other changes listed above.

NOTE: PLEASE E-MAIL COMPLETED FORM TO CLEWIS@OCALAFL.ORG IF YOU HAVE ANY QUESTIONS PLEASE CALL CHRIS LEWIS (352) 629-8333

S:\COO_ACM_DS_Development_and_Planning\Grant Programs\CDBG\Master Documents\Contract for Housing Rehab\Contractor packet



Stejack, LLC

321 Montgomery Rd
#162163
Altamonte Springs, FL 32716

Email: steven@stejack.com
Phone: 4077919755

QUOTE

Quote Number
QUO-0209

Quote To
**City of Ocala Community
Development Services**

201 SE 3rd St
2nd Floor
Ocala, FL, 34471
USA

1 352 6298333

For Project
CDS/250787 - Norton 117 NW 16 Terrace

Quote Date
3 Nov 2025

Change Order for Termite Treatment - Norton CDS/250787

Line Description	Qty	Rate	Total
Drywood & Subterranean Termite Treatment	1.00	\$5,511.52	\$5,511.52
TOTAL			\$5,511.52

This quote is valid for 30 days.



CONTRACT# CDS/250787B

AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION

THIS AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), **SHANTA NORTON** ("Owner"), and **STEJACK, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 99-3286876) ("Contractor").

RECITALS:

WHEREAS, on July 1, 2025, City issued a Request for Quotation ("RFQ") for the provision of rehabilitation services for a residential home located at 117 NW 16TH Terrace, Ocala, Florida 34475, RFQ No.: CDS/250787 (the "Solicitation"); and

WHEREAS, 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 Stejack, LLC, was found to be the lowest; and

WHEREAS, Stejack, LLC was chosen as the intended awardee to perform rehabilitation services on a residential home located at 117 NW 16th Terrace, Ocala Florida 34475, (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors, if any, are qualified and possess the required licensure and skill to perform the work required for the Project; and

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

TERMS OF AGREEMENT:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the bid submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
 - A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

Exhibit A:	Scope of Work (A-1 through A-4)
Exhibit B:	Price Proposal (B-1)
Exhibit C:	Work Write Up (C-1 through C-5)
Exhibit D:	Asbestos Survey Report (D-1 through D-23)
Exhibit E:	Lead Inspection Report (E-1 through E-29)
Exhibit F:	Federal Terms and Conditions (F-1 through F-5)



CONTRACT# CDS/250787B

3. 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 F; then (2) Exhibit A; then (3) Exhibit B; then (4) Exhibit C, then (5) Exhibit D, then (6) Exhibit E.
4. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
5. **PROJECT SPECIFICATIONS.** This project will require the Contractor to have the following specifications and documents, which are incorporated by reference:
 - A. **City of Ocala Rehabilitation Standards Manual** available at:
<https://www.ocalafl.gov/home/showpublisheddocument/504/637545378827730000;>
 - B. **City of Ocala Metering Enclosure and Equipment Standards** available at:
<https://www.ocalafl.gov/home/showpublisheddocument/328/637632311592430000;>
 - C. **Florida Building Code (Most Recent Edition)** available at:
<https://floridabuilding.gov/c/default.aspx>.
 - D. **Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructures (January 11, 2024)** available at:
<https://www.ocalafl.gov/home/showpublisheddocument/26969>

In the event of a conflict between the individual Project Specifications regarding the scope of work to be performed, then the specification with the more restrictive provision shall take precedence over the others.

6. **COMPENSATION.** City shall pay Contractor, on behalf of Owner, a maximum limiting amount of **FORTY-FIVE THOUSAND, FORTY AND 40/100 DOLLARS (\$45,040.40)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. The Contract Sum under this Agreement may only be adjusted by written amendment executed by both parties.
 - A. **Monthly Progress Payments:** The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws.
 - B. **Project Schedule and Progress Reports.** A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.
 - C. **Invoice Submission.** Contractor must invoice at least once a month. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall be provided with a cover sheet for



CONTRACT# CDS/250787B

invoicing. This cover sheet must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Community Development Services Department**, Attn: **Chris Lewis**, E-Mail: clewis@ocalafl.gov or **Ailin Abboud**, Email: aabboud@ocalafl.gov Address: **201 SE 3rd Street 2nd Floor, Ocala, Florida 34471.**

- D. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - E. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; (iii) which fails to comply with any term, condition, or other requirement under this Agreement; or for (iv) representations provided in Contractor's billing statements that are wholly or partially inaccurate. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
 - F. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
 - G. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
 - H. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
7. **TIME FOR PERFORMANCE.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
- A. Contractor shall mobilize and commence work no later than **TEN (10)** working days from the date of issuance of a Notice to Proceed for the project by City. **At no time will the Contractor be allowed to lag behind.**



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- B. **All work shall be completed by Contractor in a manner satisfactory to the City Project Manager and ready for final payment within SIXTY (60) days of the start date indicated on the Notice to Proceed.**
- C. **Weather Days.** Contractor shall submit a written request to the City Project Manager (email is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period in which the application is submitted and shall be final. Contractor performance and execution of work will be considered in the determination for granting additional days.
- D. **Lead Time.** The maximum acceptable lead time on materials is two (2) weeks. The City shall issue a Notice to Proceed (NTP) upon notification of the receipt of materials by the Contractor.
- E. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **THREE (3)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.
- F. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies, or interference, except as provided in this Agreement.
- G. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.
- 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 Proposal. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
 - B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
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 Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
 - A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
 - (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;



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- (2) Contractor provides material that does not meet the specifications of the Agreement;
 - (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
 - (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.
- B. Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice.
 - (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
 - (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
 - (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.
- D. Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.
- 11. 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

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should Contractor fail to achieve Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Final Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250)** per day for each calendar day of unexcused delay in achieving Final Completion beyond the date specified for Final Completion in the Contract Documents.

- A. **No Waiver of Rights or Liabilities.** Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.
 - B. **Right to Withhold or Deduct Damages.** When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.
 - C. **Non-Cumulative.** The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Contractor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Contractor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.
 - D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.
 - E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.
11. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.
- A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.
 - B. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.



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- C. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.
12. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
13. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
14. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
15. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:
- A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
 - B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
 - C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
 - D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
 - E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
 - F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor

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understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

16. **OWNER'S RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of Owner:

- A. **Cooperation.** Owner shall cooperate with City and Contractor during the performance of the work. Owner hereby designates City as its agent to oversee and approve Contractor's work and to authorize payment to Contractor for approved invoices.
- B. **Access.** Owner shall grant access to the property subject to this Agreement. Owner may continue to occupy the property subject to this Agreement during Contractor's performance of the work unless otherwise agreed to by City, Contractor, and Owner. City shall not be responsible for relocating Owner during the pendency of the work.
- C. **Personal Property and Storage.** Owner agrees to remove any personal property within the project construction area so as to not interfere with the progress of the work. Owner shall ensure Contractor has easy access in and around the project construction area for the operation of equipment required for the performance of the work. Owner will allow for the necessary movement and replacement of rugs, furniture, and/or storage boxes as necessary for Contractor's performance of the work. Owner shall be responsible for procuring at Owner's sole expense any needed external storage. City shall not be liable for damage to Owner's personal property due to Owner's failure to remove said personal property pursuant to this section.
- D. **Pets.** Owner shall secure any and all pets in a location which does not interfere with the performance of the work or the Contractor's ability to fulfill its requirements under this Agreement. All pets shall be the sole responsibility of the Owner at all times hereunder.
- E. **Utilities.** Owner shall furnish and allow the use of electricity and water by Contractor at no additional cost to City or Contractor during Contractor's performance of the work.
- F. **License to Photograph Property.** Owner expressly grants to City the right to photograph or film images of the property subject to this Agreement, including the exterior and



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interior of the home or other structure, for documentation, education, and publicity purposes provided that such use shall not be for commercial purposes.

G. **Color Coordination.** All colors for all materials shall be chosen by Owner at the time of execution of this Agreement from the pre-selected options provided by the Community Development Services Department. This section applies, but is not limited to, color selection for roofing, windows, interior and exterior paint, cabinets, flooring, plumbing fixtures, doors, trim, and appliances.

H. **Homeowner's Insurance.** No insurance is provided by City under this contract to cover Owner. City recommends that Owner obtain a homeowner's insurance or other comparable policy that is sufficient and adequate to produce Owner's interests and/or liabilities.

I. **Lien on Property.**

(1) Owner agrees to occupy and remain in possession of the property subject to this Agreement for a period of not less than **FIVE (5) YEARS** from the date of execution of this Agreement.

(2) Owner shall execute a Deferred Mortgage Loan equal to the total cost of rehabilitation set forth in the mortgage documents which names the City of Ocala as the lien holder. In the event that the amount set forth on the original Deferred Mortgage Loan does not represent the final cost of the rehabilitation services performed under this Agreement, Owner agrees to execute an amendment to the Deferred Mortgage Loan to reflect the true total cost of rehabilitation upon City's request.

(3) Owner's failure to comply with the provisions set forth herein shall constitute an event of default which may result in the acceleration of the repayment of the mortgage loan balance by Owner.

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

A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

B. Contractor shall have a competent resident job superintendent at the project worksite. Contractor's superintendent shall be the Contractor's primary representative at the project worksite and shall have authority to act on behalf of Contractor. Any and all directives given to the superintendent shall be binding on Contractor.

C. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.



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- D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
- E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
- F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
- G. Contractor shall be fully responsible for all acts and omissions of its subcontractors, employees, and other persons or organizations directly or indirectly employed by them.
- H. Contractor shall utilize competent employees during the performance of the work. At the request of City, Contractor shall replace any incompetent, unfaithful, abusive, and/or disorderly person under Contractor's employ. City and Contractor shall each promptly notify the other of any complaints received. Smoking is prohibited at the Project worksite and Contractor shall ensure that its employees, subcontractors, and employees of its subcontractors abide by City's smoking regulations.
- I. All Contractor and subcontractor vehicles shall have their company names located on the sides and all personnel shall be required to wear company attire. Contractor shall coordinate services with the City's Project Manager.
- J. Contractor understands the use and/or possession of alcohol or drugs on a work site is strictly prohibited. This is defined as either coming to the work site under the influence of alcohol/drugs or the use of alcohol/drugs on the work site. Contractor shall inform its subcontractors and employees of this policy. This policy shall be enforced at all times, including lunch, and before and after working hours on the site. Violation of this policy by Contractor, its employees, or its subcontractors shall be grounds for immediate termination of this Agreement by City and/or Owner.
- K. Normal working hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday. Any changes in the work hours must be agreed to by City, Owner, Contractor, and any subcontractors.
- L. Contractor shall not display any signs, posters, or other advertising matter in or on any part of work or around the site thereof without the specific approval in writing by City.
- M. Contractor shall promptly secure all necessary permits, inspections and approvals required and allow all inspections of all work by authorized personnel.



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- N. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
18. **RESPONSIBILITIES OF CITY.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of Contractor:
- A. City shall serve as agent for Owner and administer this Agreement for Owner as it is necessary to ensure the satisfactory performance of this Agreement.
 - B. City shall pay Contractor on behalf of Owner for the timely and satisfactory performance of the Work required under this Agreement.
 - C. City will require and enforce Contractor compliance with the terms, conditions, and procedures set forth in this Agreement.
 - D. City shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work**. City has the authority to stop work or to suspend any work for any reason.
19. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
20. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES.** City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.
 - B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.



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21. **STORAGE OF MATERIALS/EQUIPMENT.** Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
22. **APPLICABLE FEDERAL PROVISIONS.**
 - A. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - B. **Equal Employment Opportunity.** Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - C. **Copeland Anti-Kickback Act.** Contractor shall comply with the provisions with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
 - D. **Compliance in the Provision of Training, Employment, and Business Opportunities.** The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development (the "Department") and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. The parties to this Agreement shall comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
23. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of the contract a policy of Commercial Auto Liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage arising out of Contractor's operations and covering all owned, leased, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
24. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:



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- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
25. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
- A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
 - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
26. **ADDITIONAL INSURANCE REQUIREMENTS.**
- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
 - B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, or co-insurance penalty to include any loss not covered because of the operation of such deductible, co-insurance penalty, or coverage exclusion or limitation.
 - C. **Certificates of Insurance.** No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly



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required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

- D. **City as an Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
 - E. **Notice of Cancellation of Insurance.** Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
 - F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
 - G. **Severability of Interests.** Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
27. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:



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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 construction.

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

28. TRAFFIC CONTROL AND BARRICADES. The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

- A. In addition to the requirements set forth in the Solicitation, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
- B. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

29. WORK SITE AND CLEANUP. Contractor shall confine construction equipment, stored materials, and the operations of workers to only those areas prescribed by City. Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

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



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other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

31. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
32. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
33. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
34. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
35. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.



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36. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
37. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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



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38. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
39. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
40. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
41. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
42. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
43. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
44. **INDEMNITY.** Contractor and Owner shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers



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

45. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
46. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Stejack, LLC
Attention: Steven Berger
522 S Hunt Club Blvd
Apopka, Florida 32707
Phone: 407-791-9755
E-mail: steven@stejack.com

If to City of Ocala as Agent
for Owner:

Daphne 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: cityattorney@ocalafl.gov

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



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bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

48. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
49. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.
50. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
51. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.
52. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.



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

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



CONTRACT# CDS/250787B

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ATTEST:

CITY OF OCALA

Signed by:
Angel B. Jacobs
8063574C2BE54A5...

Angel B. Jacobs
City Clerk

DocuSigned by:
Christopher Watt
8C8089F0738A433...

Christopher Watt
Chief of Staff

Date: 8/5/2025

Reviewed and Approved by Community Development Services Department:

STEJACK, LLC

DocuSigned by:
James Haynes
420E82388104110...

James Haynes, Director
Community Development Services

Signed by:
Steven Berger
048C8604AD42407...

(Authorized Signatory)

Approved as to form and legality:

By: Steven Berger
(Printed Name of Signatory)

Signed by:
William E. Sexton, Esq.
2255A8AB8ED00F3...

William E. Sexton, Esq.
City Attorney

Title: Owner - Managing Member
(Title of Authorized Signatory)

Date: 7/31/2025



CONTRACT# CDS/250787B

Witnesses for Property/Homeowner

Signature:

B. Maly
(Signature of First Witness)

Bessie Morley
(Printed Name of First Witness)

[Signature]
(Signature of Second Witness)

Natalia Cox
(Printed Name of Second Witness)

PROPERTY/HOMEOWNER

[Signature]
(Signature of Property/Homeowner)

Shanta Norton
(Printed Name of Homeowner)

Date: 8-7-25

Exhibit A – SCOPE OF WORK**CONTRACT# CDS/250787B****BACKGROUND**

1. Contractor shall perform rehabilitation work on a residential home located at **117 NW 16th Terrace, Ocala, FL, 34475.**
2. Contractor shall provide all labor, materials, and equipment necessary to perform the services in strict accordance with the rehabilitation specifications, guidelines, and the Florida Building Code.

PERMIT AND SPECIFICATION REQUIREMENTS

1. **Permits Required:** Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
 - Electrical
 - Mechanical
2. No work shall commence, nor will any permits be issued, until all associated contracts have been approved and signed by all applicable parties involved.
3. **Estimated Permit Cost/Allowance:** \$200.00
4. **Permit Fee Schedule:** For information regarding permitting fees, please visit the following link: <https://www.ocalafl.org/home/showpublisheddocument/490/637545367420930000>
5. **Specifications:** All work shall comply with the rehabilitation specifications and guidelines outlined in the Florida Building Code: <https://floridabuilding.org/c/default.aspx>
6. **Work Summaries and Reports:**
 - A. Exhibit A – Scope of Work
 - B. Exhibit B – Price Proposal
 - C. Exhibit C – Work Write Up
 - D. Exhibit D - Asbestos Survey Report
 - E. Exhibit E - Lead Inspection Report

ANTICIPATED TASKS

1. **Anticipated Tasks:** The Contractor will be required to perform the services in **Exhibit C - Work Write-Up** for the City of Ocala. This list is not an attempt to exclusively define those specific activities the Contractor will perform.
2. **Working Hours:** The normal/standard working hours for this project are 8:00 AM – 5:00 PM Monday through Friday, excluding holidays. No work will be permitted on City observed holidays. Saturday work must be approved, in writing, at least **forty-eight (48)** hours in advance.
3. Contractor shall be responsible for inspector's overtime.

PROJECT SUMMARY

1. This work includes but is not limited to the following:
 - Exterior Repairs

Exhibit A – SCOPE OF WORK**CONTRACT# CDS/250787B**

- Water Heater
 - Attic Insulation
 - Windows
 - Interior Repairs
 - Interior Painting
 - Kitchen Cabinets
 - Electrical
 - Exterior Doors
 - Flooring
 - Plumbing
2. Work shall be coordinated with the City Project Manager, Chris Lewis, 352-629-8333 or 352-425-7686, clewis@ocalafl.gov.

CONTRACTOR RESPONSIBILITIES

1. Contractor shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State of Florida and Federal laws, policies, procedures, codes, and guidelines.
2. Contractor shall be responsible for purchasing the permits and ensuring that the hired sub-contractors purchase their required permits.
3. Each rehabilitation job shall have the required permits (i.e.: building permit, plumbing permit, electrical permit and H.A.R.V. permit).
 - A. Contractor shall be responsible for purchasing the permits and ensuring that his/her sub-contractors purchase their required permits.
 - B. All electrical, plumbing, mechanical, and structural inspections must be made by the City of Ocala Growth Management Department.
 - i. The Contractor is required to notify the Growth Management Department, (352) 629-8421 for each of the required inspections.
 - ii. When calling for an inspection, Contractor will need the address, owners name, contractor (on plumbing and electrical inspections, the plumber or electrician is the contractor) and the permit number.
 - iii. The City Project Manager shall sign each request for payment form as approved.
 - iv. When an inspection is called into the Growth Management Department before 9:00 AM the inspections will be made by 12:00 noon. All inspections called before 2:00 PM will be made by 5:00 PM.
 - v. The City of Ocala Growth Management Department makes "same day" inspections.
4. Contractor must have sufficient equipment to complete work. The City will not pay for rental of additional equipment, purchases of equipment, etc.
5. Construction shall be performed in compliance with all requirements and instructions of applicable manufacturers.

Exhibit A – SCOPE OF WORK**CONTRACT# CDS/250787B**

6. Work shall be completed immediately.
7. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
8. Contractor shall be responsible for all wages, taxes, and worker's compensation of all employees.
9. Contractor shall be responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.

CONSTRUCTION WORK AREAS, SITE HOUSEKEEPING AND CLEANUP

1. Provide on-site sanitary facilities as required by governing agencies.
2. **Waste/Debris:** Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Contractor will provide approved containers for collection and disposal of waste materials, debris, and rubbish. Contractor shall dispose of debris in a legal manner. At least once weekly dispose of such waste materials, debris, and rubbish off-site.
3. Contractor shall supply appropriately sized construction skip for demolition/construction debris.
4. **Cleanup:** Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition. Work site will be completely cleaned after each day of work.
5. **Final Cleaning:** Upon completion of work, clean entire work area/project site as applicable.
 - A. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the City Project Manager.
 - B. Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*
 - C. Contractor shall broom clean exterior paved driveways and hose clean sidewalks and concrete exposed surfaces if impacted by work or included in work area.
 - D. All furnishings and equipment shall be placed back in the original locations.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope.
2. Contractor must provide a valid telephone number, email, and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to take a message.

Exhibit A – SCOPE OF WORK**CONTRACT# CDS/250787B**

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 Contractor's employees shall wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
5. Contractor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor, employees, and sub-contractors will be courteous to the public at all times while at the work site.
8. Contractor shall possess and maintain sufficient equipment to complete the work described herein. Contractor's equipment shall be in good repair, and contractor shall have a qualified operator to maintain the care of the equipment. All operators must be trained in proper use and care of equipment. A list of equipment shall be provided to the City upon request.
9. All company trucks shall display a visible logo on the outside.
10. All employees must have a shirt with company logo and/or a badge with picture ID, company name and employee name to be worn at all times.

SUB-CONTRACTORS

1. Contractor shall not assign, sublet, or transfer any of the rights and/or duties under the terms of this agreement without written approval of the City.
2. Contractor must perform a minimum of **30%** of the work with their forces.


SAFETY

1. Contractor shall be solely responsible for ensuring safety during demolition and construction, and for conformance to all applicable OSHA standards; and local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
3. Contractor shall be responsible for securing their equipment, materials, clothing, and other property.
4. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.
5. The Contractor shall exercise every necessary precaution for the safety of the property and the protection of any and all persons and/or property located adjacent to or making passage through said property. All claims and repairs are to be made by the Contractor in a timely manner (48 hours).

Exhibit A – SCOPE OF WORK

CONTRACT# CDS/250787B

6. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

	Exhibit B - PRICE PROPOSAL				CONTRACT# CDS/240787B	
	CONTRACTOR NAME			LOCATION		
	Stejack, LLC			Apopka, FL		
ITEM	DESCRIPTION	UOM	EST QTY	COST		
1	Exterior Repairs	LS	1	\$	1,524.00	
2	Water Heater	LS	1	\$	1,440.00	
3	Attic Insulation	LS	1	\$	2,696.40	
4	Windows	LS	1	\$	19,200.00	
5	Interior Repairs	LS	1	\$	6,600.00	
6	Interior Painting	LS	1	\$	2,760.00	
7	Kitchen Cabinets	LS	1	\$	3,120.00	
8	Electrical	LS	1	\$	5,400.00	
9	Exterior Doors	LS	1	\$	420.00	
10	Flooring	LS	1	\$	1,020.00	
11	Plumbing	LS	1	\$	660.00	
12	Permit	LS	1	\$	200.00	

Rehabilitation Specification

Applicant: Shanta Norton

Address: 117 NW 16th Terr

Parcel #: 2261-005-003



Work must comply with the current **Florida Building Code.**

TYPES OF PERMITS REQUIRED:

☒ Building ☐ Roofing ☐ Plumbing ☐ Electrical ☐ Mechanical ☐ Gas

CONTRACTORS REQUIRED:

☒ General/Builder/Residential ☐ Roofing ☐ Plumbing ☐ Electrical ☐ HVAC ☐ Gas ☐ Specialty

The project must be fully completed in 60 days.

GENERAL CONDITIONS

1. It is the responsibility of the Contractor and/or subcontractor to obtain all required permits necessary to perform the work described above and to properly post/display them clearly at the job site.
2. It is also the responsibility of the Contractor and subcontractor to ensure all required inspections are requested and passed, up to and including the final inspections from the City of Ocala Building Department and the Community Development Services Department.
3. Due to this being an owner-occupied residence, the Contractor **MUST** coordinate with the Owner and City of Ocala Building Department/Inspectors when requesting the necessary inspections for this project. Owner may move out during construction.
4. All references to equivalent imply the substituted goods/materials must meet or exceed the specifications of the brand requested.

Contractor shall follow best practices when working with asbestos and/or lead on Rehab projects

Item 1- Exterior Repairs

1. Install new soffit/fascia and porch ceilings (aluminum/vinyl soffit and aluminum fascia, vinyl porch ceilings). Owner shall be provided color choices. Remove frieze blocks if installed for proper airflow.

Item 2 – Water heater

1. Provide and install new ¼-turn, brass ball valve at cold-water inlet, per code. Provide all other pipes, fittings and materials needed to properly complete the installation of the new water heater to all hot and cold-water supplies to and from the new water heater to all necessary connections; laundry, bathroom, kitchen, etc.
2. Provide and install new **FIFTY (50) GALLON**, dual element 5500/5500-watt, standard electric water heater, with minimum **NINE (9) YEAR** warranty, per code. Suggested model Rheem Model #XE50M09CG55U0, equal/better. Water heater shall include thermal expansion tank, water heater blanket and insulation for hot/cold water lines.)
3. Provide and install new pan and drain.
4. Secure water heater per code.
5. Contractor shall provide any electrical connections if required to water heater as/per code with properly sized circuit breaker, to ensure safe operation of water heater.
6. Ensure all equipment has been properly registered and that all warranty registrations, paperwork, or documents have been filled out and provided to the Owner. Provide copy of same information (not including full operator's manual(s)) to Owner at final inspection.

Item 3 – Attic insulation

1. Provide and install additional blown-in insulation into 100% of the attic cavity, to bring "R-value" to R-30 or higher.
2. Provide and install new depth gauges as required by code, that are visible from closest attic access point(s)
3. Provide new code compliant insulation in walls as need.
4. Provide and install new gasket seals around all attic access openings. If new openings are created to complete other work at home, ensure those new access points are either closed in and replaced to "like-new" condition or that they are properly sealed with new gasket material and secured in place with new trim materials.
5. Provide Owner and City Project Manager with copies of the insulation installation certificate(s) and any other paperwork that might be required for Owner to apply for rebates from Ocala Electric Utility or other applicable programs.

Item 4 – Windows (20)

1. Remove and properly dispose of all existing windows/SGD.

Exhibit C – WORK WRITE-UP**CONTRACT# CDS/250787B**

2. Provide new, install and seal (Sashco – Big Stretch Elastomeric Caulk or equal) new, ENERGY Star Certified (For Florida), vinyl or fiberglass, single-hung, colonial style, insulated, Low-E, argon filled windows w/screens in all window locations on the home, size-to-size match, except where the code requires something different (triple bay windows can be downsized to two windows instead of three).
3. Install new sliding glass door, if installed (follow window specs).
4. Ensure units are properly fastened and completely sealed around frames per code.
5. Window color shall be white.
6. Provide and install new trim to the interior and if necessary, to the exterior (stucco patch, rot-proof trim, etc.), around window openings, as needed, to ensure a clean and complete, "like-new" (matching) finished appearance.
7. Repair openings (interior and exterior), sills (sills shall match existing) when damaged or if/when opening must be modified for egress. If sills are missing, then install marble sills. Opening shall be "like new" upon completion (egress requirements are the responsibility of the Contractor).
8. Replace shutters if installed, sized for new windows as needed.

Item 5 – Interior Repairs

1. Repair/ replace damaged ceilings/walls throughout. Surrounding texture shall match.

Item 6 –Interior painting

1. Provide and apply "Kilz" (equal or better) stain resistant primer to all walls/ceilings and new and/or unpainted drywall as needed throughout.
2. Contractor shall touch up/paint walls, ceilings, trim as needed.
3. Provide and apply one or more (if necessary), full-coverage coats of Sherwin-Williams ProMar 200 Zero VOC Interior Latex, equal or better.
4. Ceilings shall be flat white. Walls/doors/trim shall be painted semi-gloss/satin.

Item 7 –Kitchen Cabinets

1. Install one (1) prefabricated wall cabinet (on site). Include ADA compliant door and drawer hardware (\$3-\$5 min. price range each), on site. Provide two (2) extra hardware.
2. Provide and install over the range microwave, Hotpoint model#RVM5160DHBB equal/better.
3. Repair and install existing granite countertops/back splash.
4. If granite cannot be repaired, provide and install Formica countertops with 4-inch backsplash, color shall be selected by Owner. Owner would like to keep granite if possible.
5. Check installation of existing sink, repair as necessary. Install new 8" stainless steel sink (if necessary) with single lever Delta faucet with sprayer, includes all related plumbing, water supplies and shut off valves.
6. Install new drywall as needed. Paint kitchen walls/ceilings with acrylic latex materials.

Item 8 – Electrical

1. Contractor shall label all electrical panels.

Interior:

2. Inspect, check, and confirm proper function of all electrical receptacles and switches throughout home, including GFCI devices.
3. Provide and replace all missing electrical plate covers.
4. If bathroom, kitchen, or laundry receptacles are not currently GFCI protected receptacles/switches, provide, and install all needed materials to change to GFCI, receptacles or breakers per code.

Exterior:

5. Install new HVAC disconnect and exterior GFCI outlet at condenser location, front, and rear.
6. Remove and properly dispose of ALL outdoor security/floodlight fixtures.
7. Provide and install new LED security floodlight-type fixtures for each flood/security light.
8. Security/flood lights must have at least two (2) aimable LED bulbs in each fixture. Suggested – Good Earth Lighting, model #SE1084-WH3-02LF0-G or equal. Contractor shall confirm with Owner if “motion activated” or not.

Smoke/CO Alarms:

9. Remove and properly dispose of all old smoke alarms and mounting plates throughout the home.
10. Provide and install new CO/smoke combo alarms, throughout home. Minimum, one (1) smoke alarm in each sleeping space and one combo CO/smoke alarm in each common-area immediately adjacent to sleeping space(s). ALL smoke and CO/smoke alarms must be interconnected, hardwired, on existing circuit if possible, or NEW dedicated arc fault breaker and, must have **Ten (10) Year** non-serviceable battery backups. NOTE: If new circuit is needed, this work will require a permit.

Item 9 – Exterior Doors

1. Provide and install new, rot resistant, exterior trim and new interior casing on all exterior doors. Prime and paint doors and trim, and casing, interior and exterior, colors to match house trim or new color shall be pre-approved by Owner AND City Project Manager.
2. Provide and install door viewer, model DS238, OR equivalent, into each new entry door, at a height agreed to by Owner.
3. Provide and install matching lever-style, Kwikset “SmartKey” entry locksets with deadbolts, keyed alike, (key to Owner keys). Provide “re-keying tool” and instructions to Owner at final inspection. Finish color of lock hardware, hinges, and thresholds shall be selected by Owner following contract signing.
4. Contractor shall paint two (2) coats using exterior grade paint.

Item 10 – Flooring

1. Install transition strips at all locations where a change in flooring occurs or ends. Install base and base shoe mold around perimeter of rooms. Paint as necessary.

Item 11 – Plumbing

1. Install hose bibb anti siphon vacuum breakers at all hose bibs and or hose connection.
2. Install hose bib and vacuum breakers, where there are missing hose connections.
3. Reinstall existing dishwasher.
4. Insulate all exterior water lines.

General:

Clean all interior services of dust, debris, tools, construction trash complete to include carpets (steam clean).

Clean exterior construction trash/debris.

Remove all trash, rubbish, and tools.

Item P – Permits

The amount of \$200.00 is the estimated permit cost/allowance for this project.

At project closeout and before final payment, Contractor shall submit to the homeowner a 3-ring binder to include:

- Contractor information with w/warranty
- Sub-contractor information
- Registered roof warranty and claim information
- Registered water heater warranty claim information
- Registered HVAC warranty claim information
- All owner manuals/instructions
- Provide a list of the manufacturer, type, sheen/finish, and color of all coatings used and the respective locations where they were applied, to the Owner
- Color choices (**all color/product choices and/or changes to previously agreed upon choices shall be done in writing**)

Also, at the project closeout and before final payment, Contractor shall submit to the project manager:

- Final Payment Affidavit
- owner's final acceptance of the work
- Material and/or contractor lien releases



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ASBESTOS SURVEY REPORT

PREPARED FOR THE FOLLOWING PROPERTY:



117 NW 16th Terrace
Ocala, FL 34475

PERFORMED ON:

April 15, 2024

PERFORMED AND PREPARED BY:

Chris Ritko
Asbestos Building Inspector
193196

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Confidentiality Notice: This Asbestos Survey Report is intended only for the use of the individual or entity addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient or responsible for delivering this report to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this report, in whole or in part, is prohibited. If you have received this report in error, please notify us immediately. Thank you.

I. INTRODUCTION

Property Address: 117 NW 16th Terrace
Ocala, FL 34475

Property Owner: Shanta Norton

Survey Performed For: City of Ocala, Community Development Services
201 SE 3rd Street, 2nd Floor, Ocala, FL 34471

Survey Performed By: Chris Ritko, Asbestos Building Inspector

Company: DK Environmental & Construction Services
8786 Sonoma Coast Drive
Winter Garden, FL 34787
407-614-4572

Date of On-Site Survey: April 15, 2024

Date of Report: April 18, 2024

DK Environmental & Construction Services, Inc. (DKE) has completed a limited Asbestos Survey at the property address listed above. This report contains the results of the Survey. The purpose of this Survey was to identify the presence of asbestos-containing materials that may be disturbed during planned renovation. This limited Asbestos Survey report presents data that describes the location of asbestos-containing material (ACM) identified in the subject property. This Survey was conducted on site by an EPA-trained professional asbestos building inspector.

This report is intended for the exclusive use of our client. The findings are relevant to the conditions observed during the physical process of performing the Survey. These findings should not be treated as absolute, nor should they be relied upon to represent conditions at significantly later dates.

We appreciate the opportunity to provide environmental consulting services to your organization. If you have any questions or need additional assistance, please call (321)401-5094.



Chris Ritko
Asbestos Building Inspector
193196

II. SURVEY SUMMARY

On April 15, 2024 an Asbestos Survey was performed at 117 NW 16th Terrace, Ocala, FL 34475. The property is a single-family detached dwelling. It is approximately 2,247 square feet and was constructed in 1945.

The purpose of this Survey was to identify the presence of asbestos-containing materials that may be disturbed during planned renovation. Limited bulk samples were collected and AHERA protocols were adhered to.

The Asbestos Survey consisted of three basic procedures: 1) conducting a visual inspection of the property; 2) identifying homogeneous areas (HAs) of suspect surfacing, thermal system insulation, and miscellaneous materials; and 3) sampling accessible, friable, and non-friable suspect materials. Some building components may have been inaccessible at the time of this screening, or were not tested because they were covered by other building materials (paneling, tile, siding, etc.). It is possible that ACMs may be hidden by these materials.

The property was visually inspected for the presence of building materials that are suspected to contain asbestos. With regard to asbestos, bulk material samples were collected and analyzed for asbestos content. These services were performed exercising the customary skill and competence of consulting professionals in the relevant disciplines in this region.

Bulk samples of identified suspect ACM were collected and placed into individual containers for transport to a National Voluntary Lab Accreditation Program (NVLAP)/American Industrial Hygiene Association (AIHA)-accredited laboratory for analysis. The collection of bulk samples consisted of physically removing a small piece of material and placing it in a marked, airtight container. The sample container identification numbers were also recorded in the field notes.

III. ASBESTOS OVERVIEW

Asbestos is a generic name given to a fibrous variety of naturally occurring minerals that have been used for many years in commercial products, based on specific properties of the minerals. Asbestos occurs in fiber bundles, which are composed of long and thin fibers that can be easily separated from one another. These mineral products possess high tensile strength, flexibility, resistance to chemical and thermal degradation, and high electrical resistance. The minerals are easily woven into various types of textiles, fabrics, cloths, sheets, panels, or mixed into adhesives, coatings, surfacing materials and cement products. Typically asbestos-containing building materials (ACBM) are segregated into three categories: Thermal System Insulation (TSI) usually found on pipes, boilers, and HVAC ducts; surfacing materials such as sprayed or troweled-on fireproofing and insulation, and plasters; and miscellaneous materials including vinyl composite floor tiles, floor sheeting, adhesives, roofing materials, window glazing and cement products.

Friable asbestos-containing material (ACM), is defined as any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure. (Sec. 61.141)

Nonfriable ACM is any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure. EPA also defines two categories of nonfriable ACM, Category I and Category II nonfriable ACM, which are described later in this guidance.

"Regulated Asbestos-Containing Material" (RACM) is (a) friable asbestos material, (b) Category I nonfriable ACM that has become friable, (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or (d) Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations and the Florida Department of Environmental Protection (FDEP) Asbestos program regulate the removal and disposal of asbestos-containing building materials (any material containing more than 1% asbestos).

Potential effects on workers or occupants in buildings where asbestos-containing materials (ACM) are present may occur when exposure to asbestos fibers is caused by deterioration, damage or renovation disturbance of ACMs. Federal regulations pertaining to asbestos include 40 Code of Federal Regulations (CFR) 763 (a subchapter of the Toxic Substance Control Act (TSCA)); Occupational Safety and Health Act (OSHA) 29 CFR 1910 Subpart Z and 29 CFR 1926 Subpart Z.

Asbestos NESHAP regulations must be followed for demolitions and/or renovations of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM) on pipes, 160 square feet of regulated asbestos-containing materials on other facility components, or at least 35 cubic feet of facility components where the amount of RACM previously removed from pipes and other facility components could not be measured before stripping. If dimensions fall below these thresholds, Asbestos NESHAP regulations need not be followed for demolition and/or renovation activities.

IV. LIMITATIONS

This report has been prepared to assist in evaluating the potential presence of asbestos-containing material in the property. The objective of this assessment was to perform the work with care, exercising the customary skill and competence of consulting professionals in the relevant disciplines in this region. The conclusions presented in this report are professional opinions based upon visual observations of the site at the time of DKE's investigation and the results of laboratory analysis. The opinions presented herein apply to site conditions existing at the time of our investigation and those reasonably foreseeable. DKE cannot act as insurers, and no express or implied representation or warrant is included or intended in our report except that our work was performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession at the time and place the services were rendered. DKE cannot and will not warrant that this Asbestos Survey that was requested by the client will satisfy the dictates of, or provide a legal defense in connection with, any environmental laws or regulations. It is the responsibility of the client to know and abide by all applicable laws, regulations, and standards. The results reported and conclusions reached by DKE are solely for the benefit of the client. The results and opinions in this report, based solely upon the conditions found on the property as of the date of the Survey, will be valid only as of the date of the Survey.

Please note that the test results relate only to those homogeneous materials tested. If conditions or materials, other than those addressed in this report are encountered during the planned renovation/demolition activities, DKE should be contacted to assess the potential impact of these materials or conditions relative to the findings or recommendations included herein. The survey was performed by observing suspect materials throughout the structure where accessible. DKE must emphasize that it is not possible to look within every location of a building. The visual survey documents only general locations of suspect materials but does not determine exact boundaries. Concealed locations of asbestos may exist at the subject property, and the levels may vary from those stated in this report. There may be variations in the composition of materials which appear similar. Materials may be hidden from view and not accessible. No attempt was made to disassemble equipment or demolish structural elements and finishes as this is beyond the scope of our authorized services. Visual observations were made only at safe and convenient locations. Due to these limitations, wall voids, flooring under carpet, building cavities and mechanical equipment, and other areas may contain unreported asbestos-containing materials. Suspect materials not previously identified in this report may be encountered during any renovation/demolition activity. These materials should be assumed asbestos containing material until sample collection and subsequent analysis prove otherwise. Unsafe structures should be assumed to contain asbestos materials unless the suspect material is noted as sampled. All fire doors should be assumed asbestos containing material since disassembly of locks and/or other work to access the door insulation is not possible.

V. ANALYTICAL RESULTS

Samples were analyzed by Hayes Microbial Consulting in Midlothian, VA. Hayes Microbial Consulting is an American Industrial Hygiene Association (AIHA)-accredited laboratory.

All samples were analyzed utilizing Polarized Light Microscopy (PLM) according to EPA Method 600/R-93/116. Any material that contains greater than one percent asbestos is considered an ACM and must be handled according to the Occupational Safety and Health Administration (OSHA), EPA and applicable state and local regulations.

The following table contains information regarding bulk samples found to contain asbestos by definition. The laboratory report has also been included at the end of this report.

Bulk Collection and Sample Analysis Results

<i>Sample Number</i>	<i>Description</i>	<i>Condition</i>	<i>Friable</i>	<i>Asbestos Percent and Type</i>	<i>Location/ Amount</i>	<i>NESHAP Category</i>
117-1-1	Asphalt Shingle/Black	Intact	No	None Detected	Typical Exterior Roof	NA
117-1-1	Tar/Black	Intact	No	None Detected	Typical Exterior Roof	NA
117-1-2	Asphalt Shingle/Black	Intact	No	None Detected	Typical Exterior Roof	NA
117-1-2	Tar/Black	Intact	No	None Detected	Typical Exterior Roof	NA
117-2-1	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
117-2-1	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
117-2-1	Drywall/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
117-2-2	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
117-2-2	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
117-2-2	Drywall/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
117-2-3	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA

Bulk Collection and Sample Analysis Results

<i>Sample Number</i>	<i>Description</i>	<i>Condition</i>	<i>Friable</i>	<i>Asbestos Percent and Type</i>	<i>Location/ Amount</i>	<i>NESHAP Category</i>
117-2-3	Drywall/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
117-3-1	Popcorn Texture/White	Intact	Yes	None Detected	Typical Interior Ceilings	NA
117-3-2	Popcorn Texture/White	Intact	Yes	None Detected	Typical Interior Ceilings	NA
117-3-3	Popcorn Texture/White	Intact	Yes	None Detected	Typical Interior Ceilings	NA
117-4-1	Laminate Flooring/Brown	Intact	No	None Detected	Interior Kitchen	NA
117-4-2	Laminate Flooring/Brown	Intact	No	None Detected	Interior Kitchen	NA

VI. ASBESTOS RECOMMENDATIONS

Asbestos NESHAP regulations must be followed for demolitions and/or renovations of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM) on pipes, 160 square feet of regulated asbestos-containing materials on other facility components, or at least 35 cubic feet of facility components where the amount of RACM previously removed from pipes and other facility components could not be measured before stripping. If dimensions fall below these thresholds, Asbestos NESHAP regulations need not be followed for demolition and/or renovation activities.

The EPA and NESHAP recommend that a point-counting procedure be utilized for confirmation of asbestos percentage in friable materials that are visually estimated by PLM methodology to contain less than 10% asbestos. The 400 Point Count Procedure referenced in EPA 600/M4-82-020 (1987) and EPA 600/R-93/116 (1993) is commonly employed. Without the material being point counted or if point counting determined that material contains greater than one percent asbestos, it would be deemed an asbestos containing material and would need to be removed by a Florida licensed asbestos contractor prior to disturbance.

Disturbances to Asbestos Containing Materials:

- Should be performed by a Florida Licensed Asbestos Abatement Contractor

- U.S. Occupational Safety and Health Administration (OSHA) regulations apply to the disturbance of material; containing any percentage of asbestos fibers as outlined in 29 CFR 1926.1101-OSHA's Asbestos Standard for the Construction Industry. The contractor will need to comply with the specific training, duties and responsibilities outlined in this CFR.
- OSHA 29 CFR 1910.1001. OSHA 29 CFR 1910.1001 requires the communication of information concerning asbestos hazards. Employees engaged in work activities with installed ACM may be exposed to asbestos fibers. The owner or operator should take the necessary steps to reduce the potential for disturbance.

EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) is applicable to amounts of asbestos that contains at least 260 linear feet on pipes or at least 160 square feet on other facility components, or (ii) At least 35 cubic feet off facility components where the length or area could not be measured previously.

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations and the Florida Department of Environmental Protection (DEP) Asbestos program regulate the removal and disposal of asbestos-containing building materials. The Florida Department of Environmental Protection (DEP) administers an asbestos removal program under Chapter 62-257, Florida Administrative Code. The Asbestos NESHAP has been adopted by reference in section 62-204.800, Florida Administrative Code. The program's intent is to minimize the release of asbestos fibers during activities involving the processing, handling, and disposal of asbestos-containing material.

The regulations of these agencies require the removal of friable asbestos-containing materials prior to extensive renovation or demolition projects, and the removal of non-friable asbestos-containing materials that may be rendered friable in the course of renovation or demolition projects. Only a Florida licensed asbestos contractor using properly trained, certified, and licensed asbestos workers can perform asbestos removal projects in Florida. Air monitoring during and after abatement activities is also recommended to document the fiber levels inside and outside the abatement work area.

The asbestos NESHAP requires that an asbestos trained person be on site i.e. 40 CFR 61.145 (c) (8) states in part "no RACM shall be stripped, removed, or otherwise handled or disturbed at a facility regulated by this section unless at least one on-site representative, such as a foreman or management level person or other authorized person, trained in the provisions of this regulation and the means of complying with them is present."

DEP recommends that this "trained person" be on site when non-friable ACM is present so that developing problems can be caught early and corrected without delay. In addition, the regulations require the owner of the building and/or the operator to notify the applicable DEP District Office or Local Pollution Control

Agency before any demolition, or before renovations of buildings that contain a certain threshold amount of asbestos or asbestos containing materials.

Florida requires the submission of a 10-Day Notification for all renovations and demolitions of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM), 160 square feet of regulated asbestos containing materials on other facility components, or at least 35 cubic feet off facility components. Asbestos waste requires disposal at an approved solid waste disposal facility.

Local agencies may also have specific requirements for demolition/renovation projects involving asbestos-containing building materials.

OSHA 29 CFR 1910.1001 requires the communication of information concerning asbestos hazards. Employees engaged in work activities with installed ACM may be exposed to asbestos fibers. The owner or operator should take the necessary steps to reduce the potential for disturbance.

29 CFR 1926.1101- OSHA's Asbestos Standard for the Construction Industry does apply to the abatement, renovation and/or demolition of all buildings identified with asbestos containing material. The contractor will need to comply with the specific training, duties and responsibilities outlined in this CFR.

If asbestos containing materials identified within, or on, the property will be disturbed or otherwise caused to become friable within the scope of the renovation, they should be removed from the structures prior to the maneuvers taking place according to applicable regulations.

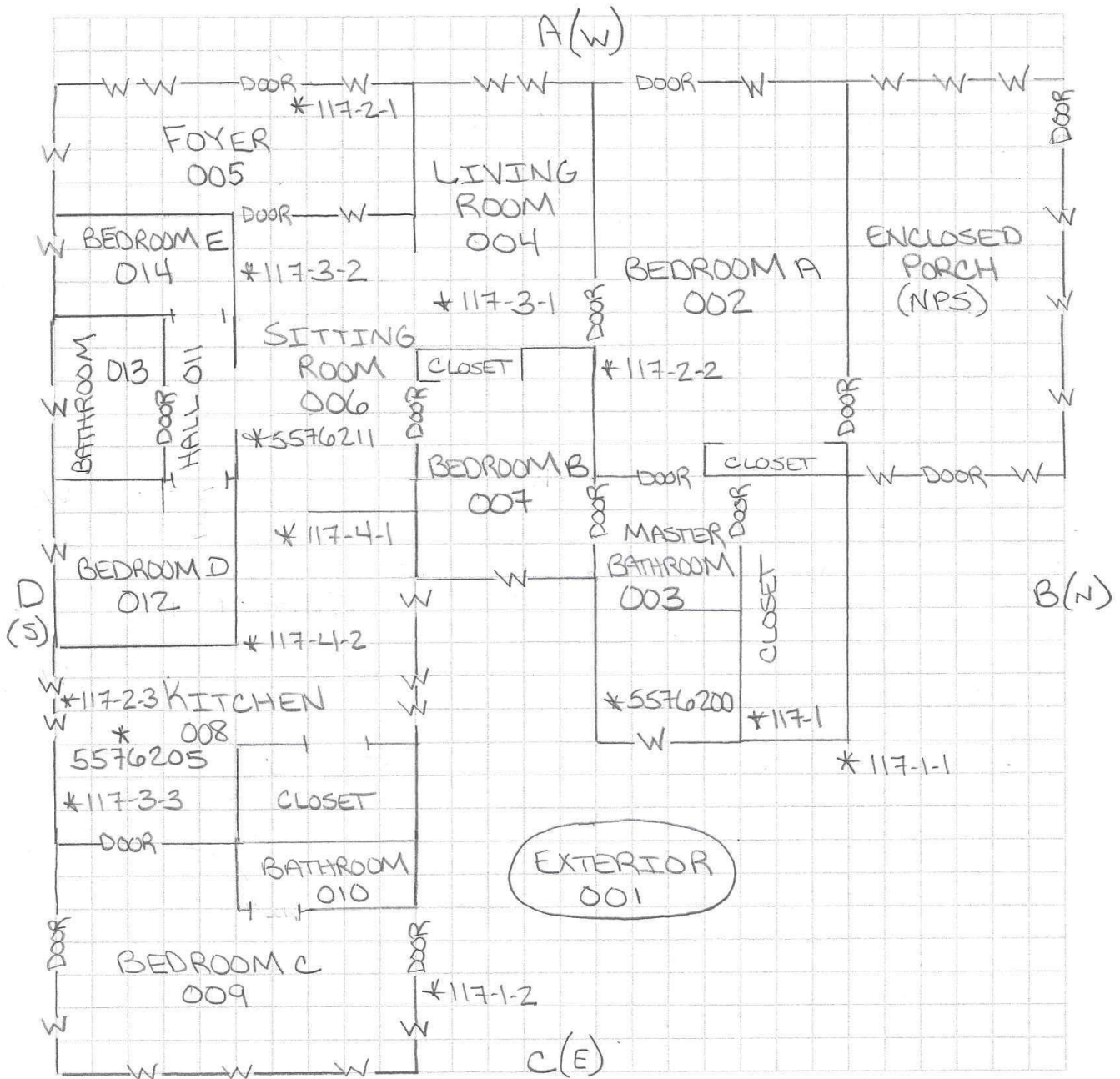
No other recommendations regarding asbestos containing materials are required at this time. In the event concealed building materials are discovered during future renovation or demolition activities, which are suspected to contain asbestos, the materials should be sampled and analyzed to confirm the presence of asbestos prior to the disturbing such materials.

VII. SAMPLING LOCATIONS FLOOR PLAN



DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive, Winter Garden, FL 34787
407-614-4572 814-243-1927
dkenvironmental@yahoo.com

SITE PLAN



Case # 0415

Address 117 NW 18th Terrace

Ocala, FL 34475

Lead, Asbestos and Mold

VIII. SAMPLING PHOTOGRAPHS



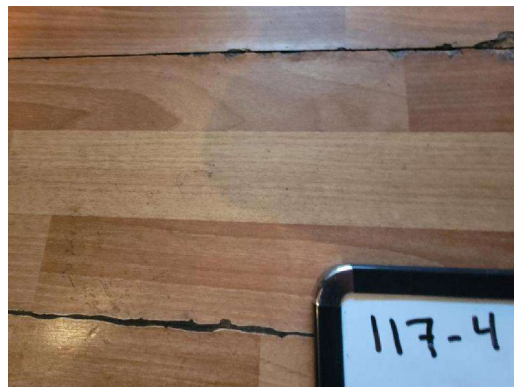
117-1
Asphalt Shingle/Tar
Typical Exterior Roof



117-2
Drywall/Joint Compound
Typical Interior Walls/Ceilings



117-3
Popcorn Texture
Typical Interior Ceilings



117-4
Laminate Flooring
Interior Kitchen

IX. LICENSING

X. GLOSSARY

Active waste disposal site: any disposal site other than an inactive site.

Adequately wet: sufficiently mix or penetrate with liquid to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material, then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wet.

Asbestos: the asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite.

Asbestos-containing waste materials: mill tailings or any waste that contains commercial asbestos and is generated by a source subject to the provisions of this subpart. This term includes filters from control devices, friable asbestos waste material, and bags or other similar packaging contaminated with commercial asbestos. As applied to demolition and renovation operations, this term also includes regulated asbestos-containing material waste and materials contaminated with asbestos including disposable equipment and clothing.

Asbestos mill: any facility engaged in converting, or in any intermediate step in converting, asbestos ore into commercial asbestos. Outside storage of asbestos material is not considered a part of the asbestos mill.

Asbestos tailings: any solid waste that contains asbestos and is a product of asbestos mining or milling operations.

Asbestos waste from control devices: any waste material that contains asbestos and is collected by a pollution control device.

Category I nonfriable asbestos-containing material (ACM): asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy.

Category II nonfriable ACM: any material, excluding Category I nonfriable ACM, containing more than 1 percent asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Commercial asbestos: any material containing asbestos that is extracted from ore and has value because of its asbestos content.

Cutting: to penetrate with a sharp-edged instrument and includes sawing, but

does not include shearing, slicing, or punching.

Demolition: the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.

Emergency renovation operation: a renovation operation that was not planned but results from a sudden, unexpected event that, if not immediately attended to, presents a safety or public health hazard, is necessary to protect equipment from damage, or is necessary to avoid imposing an unreasonable financial burden. This term includes operations necessitated by nonroutine failures of equipment.

Fabricating: any processing (e.g., cutting, sawing, drilling) of a manufactured product that contains commercial asbestos, with the exception of processing at temporary sites (field fabricating) for the construction or restoration of facilities. In the case of friction products, fabricating includes bonding, debonding, grinding, sawing, drilling, or other similar operations performed as part of fabricating.

Facility: any institutional, commercial, public, industrial, or residential structure, installation, or building (including any structure, installation, or building containing condominiums or individual dwelling units operated as a residential cooperative, but excluding residential buildings having four or fewer dwelling units); any ship; and any active or inactive waste disposal site. For purposes of this definition, any building, structure, or installation that contains a loft used as a dwelling is not considered a residential structure, installation, or building. Any structure, installation or building that was previously subject to this subpart is not excluded, regardless of its current use or function.

Facility component: any part of a facility including equipment.

Friable asbestos material: any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763 section 1, Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10 percent as determined by a method other than point counting by polarized light microscopy (PLM), verify the asbestos content by point counting using PLM.

Fugitive source: any source of emissions not controlled by an air pollution control device.

Glove bag: a sealed compartment with attached inner gloves used for the handling of asbestos-containing materials. Properly installed and used, glove bags provide a small work area enclosure typically used for small-scale asbestos stripping operations. Information on glove-bag installation, equipment and supplies, and work practices is contained in the Occupational Safety and Health

Administration's (OSHA's) final rule on occupational exposure to asbestos (appendix G to 29 CFR 1926.58).

Grinding: to reduce to powder or small fragments and includes mechanical chipping or drilling.

In poor condition: the binding of the material is losing its integrity as indicated by peeling, cracking, or crumbling of the material.

Inactive waste disposal site: any disposal site or portion of it where additional asbestos-containing waste material has not been deposited within the past year. Installation means any building or structure or any group of buildings or structures at a single demolition or renovation site that are under the control of the same owner or operator (or owner or operator under common control).

Leak-tight: solids or liquids cannot escape or spill out. It also means dust-tight.

Malfunction: any sudden and unavoidable failure of air pollution control equipment or process equipment or of a process to operate in a normal or usual manner so that emissions of asbestos are increased. Failures of equipment shall not be considered malfunctions if they are caused in any way by poor maintenance, careless operation, or any other preventable upset conditions, equipment breakdown, or process failure.

Manufacturing: the combining of commercial asbestos-or, in the case of woven friction products, the combining of textiles containing commercial asbestos-with any other material(s), including commercial asbestos, and the processing of this combination into a product. Chlorine production is considered a part of manufacturing.

Natural barrier: a natural object that effectively precludes or deters access. Natural barriers include physical obstacles such as cliffs, lakes or other large bodies of water, deep and wide ravines, and mountains. Remoteness by itself is not a natural barrier.

Nonfriable asbestos-containing material: any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy, that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Nonscheduled renovation operation: a renovation operation necessitated by the routine failure of equipment, which is expected to occur within a given period based on past operating experience, but for which an exact date cannot be predicted.

Outside air: the air outside buildings and structures, including, but not limited to, the air under a bridge or in an open air ferry dock.

Owner or operator of a demolition or renovation activity: any person who owns, leases, operates, controls, or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls, or supervises the demolition or renovation operation, or both.

Particulate asbestos material: finely divided particles of asbestos or material containing asbestos.

Planned renovation operations: a renovation operation, or a number of such operations, in which some RACM will be removed or stripped within a given period of time and that can be predicted. Individual nonscheduled operations are included if a number of such operations can be predicted to occur during a given period of time based on operating experience.

Regulated asbestos-containing material (RACM): (a) Friable asbestos material, (b) Category I nonfriable ACM that has become friable, (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.

Remove: to take out RACM or facility components that contain or are covered with RACM from any facility.

Renovation: altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component. Operations in which load-supporting structural members are wrecked or taken out are demolitions.

Resilient floor covering: asbestos-containing floor tile, including asphalt and vinyl floor tile, and sheet vinyl floor covering containing more than 1 percent asbestos as determined using polarized light microscopy according to the method specified in appendix E, subpart E, 40 CFR part 763, Section 1, Polarized Light Microscopy.

Roadways: surfaces on which vehicles travel. This term includes public and private highways, roads, streets, parking areas, and driveways.

Strip: to take off RACM from any part of a facility or facility components.

Structural member: any load-supporting member of a facility, such as beams and load supporting walls; or any nonload-supporting member, such as ceilings and nonload-supporting walls.

Visible emissions: any emissions, which are visually detectable without the aid of instruments, coming from RACM or asbestos-containing waste material, or from any asbestos milling, manufacturing, or fabricating operation. This does not include condensed, uncombined water vapor.

Waste generator: any owner or operator of a source covered by this subpart whose act or process produces asbestos-containing waste material.

Waste shipment record: the shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of asbestos-containing waste material.

Working day: Monday through Friday and includes holidays that fall on any of the days Monday through Friday.



#24016049

Analysis Report prepared for

DK Environmental & Construction Services, Inc.

8786 Sonoma Coast Drive
Winter Garden, FL 34787

Phone: (814) 243-1927

117 NW 16th Terrace
Ocala, FL 34475

Collected: April 15, 2024
Received: April 18, 2024
Reported: April 18, 2024



EPA Laboratory ID: VA01419

Hayes Microbial Consulting, LLC.

3005 East Boundary Terrace, Suite F, Midlothian, VA. 23112

(804) 562-3435

contact@hayesmicrobial.com

Page: 1 of 4

We would like to thank you for trusting Hayes Microbial for your analytical needs!
We received 10 samples by UPS in good condition for this project on April 18th, 2024.

The results in this analysis pertain only to this job, collected on the stated date, and should not be used in the interpretation of any other job. Information supplied by the customer can affect the validity of results. These results apply only to the samples as received. This report may not be duplicated, except in full, without the written consent of Hayes Microbial Consulting, LLC.

All information provided to Hayes Microbial is confidential information relating to our customers and their clients. We will not disclose, copy, or distribute any information verbally or written, except to those designated by the customer(s). We take confidentiality very seriously. No changes to the distribution list will be made without the express consent of the customer.

This laboratory bears no responsibility for sample collection activities, analytical method limitations, or your use of the test results. Interpretation and use of test results are your responsibility. Any reference to health effects or interpretation of mold levels is strictly the opinion of Hayes Microbial. In no event, shall Hayes Microbial or any of its employees be liable for lost profits or any special, incidental or consequential damages arising out of the use of these test results.

Stephen N. Hayes

Steve Hayes, BSMT(ASCP)
Laboratory Director
Hayes Microbial Consulting, LLC.



Lab ID: #188863



DPH License: #PH-0198

#24016049

Chris Ritko, MRSA2640
DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive
Winter Garden, FL 34787
(814) 243-1927

117 NW 16th Terrace
Ocala, FL 34475

Asbestos PLM Bulletin
EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 76

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
1	117-1-1 - Asphalt Shingles / Tar / Typical Exterior Roof	Heterogenous / Shingle / Black	85%	15% Fiberglass	None Detected
		Homogenous / Tar / Black	100%		None Detected
2	117-1-2 - Asphalt Shingles / Tar / Typical Exterior Roof	Heterogenous / Shingle / Black	85%	15% Fiberglass	None Detected
		Homogenous / Tar / Black	100%		None Detected
3	117-2-1 - Drywall / Joint Compound / Typical Interior Walls Ceilings	Homogenous / Joint Compound / White	100%		None Detected
		Homogenous / Joint Compound / White	100%		None Detected
	Lab Note: Joint Compounds Separated By Layer of Blue Paint				
		Heterogenous / Drywall / White	95%	5% Cellulose Fibers	None Detected

Asbestos Survey Report

CONTRACT# CDS/240787B



Collected: Apr 15, 2024

Received: Apr 18, 2024

Reported: Apr 18, 2024

Project Analyst:
Megan Audia,
Megan Audia

Date:
04 - 18 - 2024

Reviewed By:
Brian Keith,
Brian Keith

Date:
04 - 18 - 2024

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Date:
04 - 18 - 2024

Page: 2 of 4

#24016049

117 NW 16th Terrace
Ocala, FL 34475

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Asbestos PLM Bulletin
EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 76

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
4	117-2-2 - Drywall / Joint Compound / Typical Interior Walls Ceilings	Homogenous / Joint Compound / White	100%		None Detected
Lab Note: Joint Compounds Separated By Layer of Blue Paint					
		Homogenous / Joint Compound / White	100%		None Detected
		Heterogenous / Drywall / White	95%	5% Cellulose Fibers	None Detected
5	117-2-3 - Drywall / Joint Compound / Typical Interior Walls Ceilings	Homogenous / Joint Compound / White	100%		None Detected
D - 21					
6	117-3-1 - Popcorn Texture / Typical Interior Ceilings	Heterogenous / Drywall / White	95%	5% Cellulose Fibers	None Detected
		Homogenous / Texture / White	100%		None Detected
7	117-3-2 - Popcorn Texture / Typical Interior Ceilings	Homogenous / Texture / White	100%		None Detected
		Homogenous / Texture / White	100%		None Detected
8	117-3-3 - Popcorn Texture / Typical Interior Ceilings	Heterogenous / Flooring / Brown	25%	75% Cellulose Fibers	None Detected
9	117-4-1 - Laminate Flooring / Interior Kitchen	Heterogenous / Flooring / Brown	25%	75% Cellulose Fibers	None Detected
10	117-4-2 - Laminate Flooring / Interior Kitchen	Heterogenous / Flooring / Brown	25%	75% Cellulose Fibers	None Detected

Asbestos Survey Report

CONTRACT# CDS/240787B



Collected: Apr 15, 2024

Received: Apr 18, 2024

Reported: Apr 18, 2024

Project Analyst:
Megan Audia,
Megan Audia

Date:
04 - 18 - 2024

Reviewed By:
Brian Keith,
Brian Keith

Date:
04 - 18 - 2024

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Page: 3 of 4

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117 NW 16th Terrace
Ocala, FL 34475

Analysis Details	All samples were received in acceptable condition unless otherwise noted on the report. This report must not be used by the client to claim product certification, approval, or endorsement by AIHA, NIST, NVLAP, NY ELAP, or any agency. The results relate only to the items tested. Hayes Microbial Consulting reserves the right to dispose of all samples after a period of 60 days in compliance with state and federal guidelines.
PLM Analysis	All Polarized Light Microscopy (PLM) results include an inherent uncertainty of measurement associated with estimating percentages by PLM. Materials with interfering matrix, low asbestos content, or small fiber size may require additional analysis via TEM Analysis.
TEM Analysis	Analysis by TEM is capable of providing positive identification of asbestos type(s) and semi-quantitation of asbestos content.
Definitions	'None Detected' - Below the detected reporting limit of 1% unless point counting is performed, then the detected reporting limit is .25%.
New York ELAP	Per NY ELAP198.6 (NOB), TEM is the only reliable method to declare an NOB material as Non-Asbestos Containing. Any NY ELAP samples that are subcontracted to another laboratory will display the name and ELAP Lab Identification number in the report page heading of those samples. The original report provided to Hayes Microbial Consulting is available upon request.



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 •(407)614-4572 Office
 •(814)243-1927 Cell
 •dkenvironmental@yahoo.com
 •www.dk-environmental.com

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LEAD-BASED PAINT INSPECTION REPORT

PREPARED FOR THE FOLLOWING PROPERTY:



117 NW 16th Terrace
 Ocala, FL 34475

PERFORMED ON:

April 15, 2024

PERFORMED AND PREPARED BY:

Debra Koontz
 Certified Risk Assessor
 LBP-R-1191376-2

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Confidentiality Notice: This Report is intended only for the use of the individual or entity addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient or responsible for delivering this report to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this report, in whole or in part, is prohibited. If you have received this report in error, please notify us immediately. Thank you.



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April 15, 2024

Re: Lead-Based Paint Inspection Report

Property Address: **117 NW 16th Terrace, Ocala, FL 34475**

Property Owner: **Shanta Norton**

Phone: **352-875-2245**

Dear Client:

Please find enclosed the lead-based paint inspection report for the property located at **117 NW 16th Terrace, Ocala, FL 34475**. The survey was performed within the current acceptable industry guidelines, Housing and Urban Development (HUD) Guidelines Chapter 7 (revised 1997) and EPA regulations.

DK Environmental & Construction Services, Inc. (DKE) conducted the lead-based paint inspection services at the above-referenced site on **April 15, 2024**.

DKE used an RMD LPA-1 X-Ray Fluorescence (XRF) lead paint analyzer to sample paint for lead. XRF instrument serial #2737 was used on this job.

Licensed EPA Lead Risk Assessor Debra Koontz (License No. LBP-R-I191376-2, expiration date 09/06/2024) performed the inspection services.

At the specific time and date of the inspection services, DK Environmental & Construction Services, Inc. detected no lead-based paint in the property.

If you have any questions or concerns regarding this report, please feel free to contact us at (407)614-4572.

Sincerely,

A handwritten signature in black ink that reads "Debra Koontz".

Debra Koontz, President

DK Environmental & Construction Services, Inc.

II. Executive Summary

DKE was authorized to perform a lead-based paint (LBP) inspection of the property located at **117 NW 16th Terrace, Ocala, FL 34475**. DKE tested all painted components according to the specifications described in the protocols for Lead Based Paint testing in the Housing and Urban Development (HUD) Guidelines Chapter 7 (revised 1997) and all applicable Federal, State, and Local regulations.

DKE's scope of services involved XRF testing as well as a surface-by-surface visual inspection of all painted surfaces throughout the entire property to determine which lead-based paint surfaces/components are deteriorated (above de minimis level). All accessible, painted building components (that potentially contain lead-based paint) were tested utilizing X-Ray Fluorescence (XRF) Analysis. The data collected is in Appendix V. Wall "A" in each room is the wall where the front entrance door opening is located (or aligned with the street). Going clockwise and facing wall "A", wall "B" will always be to your right, Wall "C" directly to the rear and wall "D" to the left.

DKE tested a total of **one hundred and nineteen (119) surfaces via XRF analysis and six (6) calibrations. Zero (0) were found to contain lead at levels greater than or equal to the regulatory level of 1.0 mg/cm²**. These surfaces are identified in Section III: G. This report represents all field data, observations and findings related to the lead inspection performed in the above referenced property. The results, assessments and findings stated in this report are representative of the conditions observed in this property at the time of the inspection services.

This inspection measures lead in both deteriorated and intact paint surfaces. The procedure involved taking readings from representative surfaces throughout the testing area or room. The most common primary analytical method for detecting lead in paint is X-Ray Fluorescence (XRF). The XRF instrument is used because of its demonstrated abilities to accurately determine the amount of lead that is present without disturbing the painted surfaces as well as its high speed and relatively low cost per sample.

Some building components may have been inaccessible at the time of the inspection services, or were not tested because they were covered by other building materials (paneling, tile, siding, etc.). It is possible that painted surfaces may be hidden by these materials. Such surfaces should be assumed to contain lead-based paint, or should be tested by a licensed lead-based paint inspector or risk assessor.

III. Scope of Inspection

A. Building Background

The property located at **117 NW 16th Terrace, Ocala, FL 34475** is an approximately **2,247** square feet building (1 unit), built in **1945**. No history of renovations, repairs, or painting was provided to DKE during the inspection services.

B. Preface

DKE was authorized to perform lead-based paint testing of the above referenced property to determine the possible presence, condition, location and amount of lead-based paint. The testing was conducted on **April 15, 2024** from 8:40am to 9:33am.

C. Training

All inspectors utilized by DKE have EPA/State licensure and are licensed Lead Risk Assessors who have passed the "HUD Visual Assessment Course". All Lead Risk Assessors utilized by DKE have also been trained in the use, calibration and maintenance of the X-Ray Fluorescence (XRF) equipment they currently use, along with necessary principles of Radiation Safety.

D. Equipment

An RMD LPA-1 X-Ray Fluorescence (XRF) lead paint analyzer, serial #2737 was used on this job.

E. Inspection Company

The inspection services were performed by an inspector/risk assessor employed by DK Environmental & Construction Services, Inc., 8786 Sonoma Coast Drive, Winter Garden, FL 34787, telephone number (407)614-4572.

F. Methods

The calibration of the type of X-Ray Fluorescence (XRF) is done in accordance with the Performance Characteristic Sheet (PCS) for this instrument. These XRF instruments are calibrated using a calibration standard block of known lead content. Three calibration readings are taken before and after each property is tested to insure manufacturer's standards are met. If the inspection is longer than four hours, a set of three calibration readings must be taken before the four hours expires, and then an additional three calibration readings taken at the end of the inspection. If for any reason the instrument is not maintaining a consistent calibration reading within the manufacturer's standards for performance on the calibration block supplied by the manufacturer, manufacturer's recommendations are used to bring the instrument into calibration. If the instrument cannot be brought back into calibration, it is taken off the site and sent back to the manufacturer for repair and/or re-calibration.

G. Findings

Property Address: 117 NW 16th Terrace, Ocala, FL 34475

DKE tested a total of **one hundred and nineteen (119) surfaces via XRF analysis and six (6) calibrations. Zero (0) were found to contain lead at levels greater than or equal to the regulatory level of 1.0 mg/cm² in paint in the surfaces tested:**

At the specific time and date of the inspection services, DK Environmental & Construction Services, Inc. detected no lead-based paint in the property.

H. Conclusions

No lead-based paint was identified, as defined by Environmental Protection Agency/Department of Housing and Urban Development (EPA/HUD) as containing lead-in concentrations greater than or equal to 1.0 mg/cm².

When evaluating this report, it is assumed that according to Chapter 7 HUD guidelines, that if one testing combination (i.e. window, door) is positive for lead in an interior or exterior room equivalent, that all other similar testing combinations in those areas are assumed to be positive. The same is true for negative readings. All inaccessible areas are assumed to be positive, even though they were not able to be tested. Inaccessible areas are noted in Section V – XRF Results.

If the lead evaluation results indicate the presence of lead-based paint, the prospective owner may wish to obtain, at *the prospective owner's expense*, additional services of a lead-based paint inspector or risk assessor, certified for the State in which the property is located, to help understand the positive results. This person would review this report and might make additional recommendations about lead hazard control actions. Interpretations and possible actions may vary when only a few readings indicate the presence of lead-based paint.

This inspection was done in accordance with Lead Safe Housing Rule 24 CFR Part 35 subpart J as amended June 21, 2004. The sample results are presented in Appendix V.

The surface conditions ranged from "Intact" to "Deteriorated" at the time of the inspection. Upon completion of lead hazard reduction activities, A clearance examination is required to determine that the lead hazard reduction efforts were

performed adequately. "Paint Film Stabilization" means to repair any defect in the substrate, or any defect in a building component, that is causing the paint deterioration, to remove all loose paint and other loose material from the surface to be treated using lead-safe work practices, and to apply a new protective coating of paint.

A Clearance Examination would include a visual evaluation of all surfaces that were determined to be defective during the initial inspection, and collection of dust samples. It should be determined that the deteriorated paint surfaces have been corrected and that no settled dust lead hazards exist in the dwelling or unit. The clearance report must be signed by a certified/licensed Lead Inspector/Risk Assessor.

Painted surfaces found to be intact during the inspection which contain levels of lead greater than or equal to 1.0 mg/cm² could create lead hazards if the paint is turned into dust by abrasion, scraping, or sanding. If conditions of intact paint surfaces become destabilized, these conditions will need to be addressed. If any future construction or modernization work is done on the premises, this report should be given to the contractors as well as the tenants.

IV. DISCLOSURE RESPONSIBILITY AND DISCLAIMER

Disclosure Responsibility

A copy of this report must be provided to new lessees (tenants) and purchasers of this property under Federal Law (24 CFR part 35 and 40 CFR part 745) before they become obligated under a lease or sales contract. The complete report must also be provided to new purchasers and it must be made available to new tenants. Landlords (lessors) and sellers are also required to distribute an educational pamphlet and include standard warning language in their leases or sales contracts to ensure that parents have the information they need to protect their children from lead-based paint hazards.

Disclaimer

This is our report of a visual survey, and X-Ray Fluorescence (XRF) analysis of the readily accessible areas of this building and tested components. The presence or absence of lead-based paint or lead-based paint hazards applies only to the tested or assessed surfaces on the date of the field visit. It should be understood that conditions noted within this report were accurate at the time of the inspection services and in no way reflect the conditions at the property after the date of the inspection services. No other environmental concerns were addressed during the inspection services.

V. XRF Results

117 NW 16th Terrace, Ocala, FL 34475

Read No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Paint Color	Lead (mg/cm ²)	Mode
001 Exterior									
005	A	Sidewalk	Ctr		D	Concrete	Red	-0.1	QM
008	A	Wall	U Lft		I	Concrete	Tan	0.0	QM
004	A	Window	Ctr	Jamb	I	Concrete	Tan	0.5	QM
006	A	Door	Ctr	Door	I	Steel	Brown	0.4	QM
007	A	Door	Ctr	Jamb	D	Wood	Brown	-0.1	QM
122	A	Railing	Rgt		D	Metal	White	0.0	QM
009	B	Wall	U Ctr		I	Concrete	Tan	0.3	QM
010	B	Door	Lft	Door	I	Steel	Brown	0.2	QM
011	B	Door	Lft	Jamb	D	Wood	Brown	0.2	QM
012	C	Wall	U Ctr		I	Concrete	Tan	0.0	QM
013	D	Wall	U Rgt		I	Concrete	Tan	0.0	QM
014	D	Door	Rgt	Jamb	D	Wood	Brown	0.0	QM
015	D	Door	Rgt	Door	I	Steel	Brown	0.2	QM
Interior Room 002 Bedroom A									
024	A	Closet wall	Lft		I	Drywall	Tan	0.2	QM
023	A	Wall	U Ctr		I	Drywall	Tan	-0.1	QM
021	B	Wall	U Ctr		I	Drywall	Tan	0.0	QM
022	C	Wall	L Ctr		D	Drywall	Tan	0.3	QM
020	D	Wall	U Ctr		I	Drywall	Tan	0.1	QM
019	D	Ceiling	Ctr		I	Drywall	White	0.1	QM
016	D	Door	Rgt	Door	D	Wood	Brown	-0.1	QM
017	D	Door	Rgt	Jamb	D	Wood	Brown	0.1	QM
018	D	Door	Rgt	Casing	D	Wood	Brown	0.1	QM
Interior Room 003 Bathroom									
029	A	Wall	U Lft		I	Drywall	Tan	0.4	QM
030	A	Door	Ctr	Jamb	I	Wood	Brown	-0.1	QM
031	A	Door	Ctr	Casing	D	Wood	Brown	0.7	QM
032	A	Door	Ctr	Door	I	Wood	Brown	0.1	QM
033	B	Closet Ceili	Rgt		D	Drywall	White	0.2	QM
034	B	Closet wall	Rgt		I	Drywall	White	0.3	QM
027	B	Wall	U Ctr		I	Drywall	Tan	0.0	QM
026	C	Wall	L Ctr		D	Drywall	Tan	-0.1	QM
025	C	Ceiling	Rgt		D	Drywall	White	0.4	QM
028	D	Wall	U Ctr		I	Drywall	Tan	0.4	QM
Interior Room 004 Living Rm									
044	A	Wall	U Rgt		I	Drywall	Tan	0.7	QM
040	B	Wall	L Ctr		D	Drywall	Tan	-0.2	QM
038	B	Baseboard	Ctr		I	Wood	Brown	0.1	QM
039	B	Ceiling	Ctr		I	Drywall	White	0.2	QM
035	B	Door	Rgt	Casing	D	Wood	Brown	0.7	QM
036	B	Door	Rgt	Jamb	D	Wood	Brown	-0.2	QM
037	B	Door	Rgt	Door	I	Wood	Brown	-0.1	QM
042	C	Closet wall	Rgt		I	Concrete	White	0.1	QM
041	C	Wall	U Ctr		I	Drywall	Tan	-0.1	QM
043	D	Wall	L Ctr		D	Drywall	Brown	0.3	QM
Interior Room 005 Foyer									
049	A	Wall	L Ctr		D	Drywall	Tan	0.0	QM
051	B	Wall	U Ctr		I	Drywall	Tan	0.0	QM
048	C	Wall	L Ctr		D	Drywall	Tan	-0.2	QM
047	C	Ceiling	Ctr		I	Drywall	White	0.5	QM
045	C	Door	Ctr	Jamb	D	Wood	Tan	-0.2	QM
046	C	Door	Ctr	Door	D	Steel	Brown	0.0	QM
050	D	Wall	L Ctr		I	Drywall	Tan	-0.1	QM

Read No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Paint Color	Lead (mg/cm ²)	Mode
Interior Room 006 Sitting Rm									
058	A	Wall	L Ctr		D	Drywall	Tan	-0.1	QM
052	B	Wall	L Ctr		D	Drywall	Brown	0.4	QM
053	B	Door	Rgt	Jamb	D	Wood	Tan	-0.2	QM
054	B	Door	Rgt	Door	I	Wood	White	-0.1	QM
055	C	Wall	U Ctr		I	Drywall	Tan	-0.3	QM
057	D	Wall	L Ctr		D	Drywall	Tan	0.1	QM
056	D	Ceiling	Ctr		D	Drywall	White	-0.2	QM
Interior Room 007 Bedroom B									
059	A	Closet wall	Ctr		I	Drywall	Gray	-0.1	QM
061	A	Wall	L Lft		D	Drywall	Tan	0.1	QM
060	A	Ceiling	Ctr		I	Drywall	White	0.0	QM
063	B	Wall	U Lft		I	Drywall	Tan	0.2	QM
062	C	Wall	L Ctr		I	Drywall	Tan	0.0	QM
064	D	Wall	U Lft		I	Drywall	Tan	0.0	QM
065	D	Door	Ctr	Casing	I	Wood	Stain	-0.1	QM
Interior Room 008 Kitchen									
075	A	Wall	L Lft		D	Drywall	Tan	0.0	QM
066	B	Cabinet	Lft		D	Wood	Stain	0.2	QM
077	B	Wall	U Rgt		I	Drywall	Tan	0.0	QM
069	C	Closet Ceili	Lft		I	Drywall	White	0.0	QM
070	C	Closet wall	Lft		D	Drywall	White	-0.1	QM
071	C	Closet wall	Lft		I	Concrete	Green	0.1	QM
072	C	Wall	U Rgt		I	Drywall	Tan	0.0	QM
067	C	Door	Lft	Door	D	Wood	Stain	0.0	QM
068	C	Door	Lft	Jamb	D	Wood	Stain	0.2	QM
073	D	Wall	L Ctr		D	Drywall	Tan	-0.1	QM
074	D	Wall	L Ctr		I	Concrete	White	0.0	QM
076	D	Ceiling	Rgt		D	Drywall	White	0.1	QM
Interior Room 009 Bedroom C									
084	A	Wall	U Lft		I	Drywall	Yellow	-0.1	QM
081	B	Wall	U Rgt		D	Drywall	Yellow	0.0	QM
080	B	Ceiling	Ctr		I	Drywall	White	0.2	QM
078	B	Door	Ctr	Door	I	Steel	Brown	0.1	QM
079	B	Door	Ctr	Casing	I	Wood	Brown	-0.1	QM
082	C	Wall	U Ctr		I	Drywall	Yellow	0.1	QM
083	D	Wall	U Ctr		I	Drywall	Yellow	0.1	QM
Interior Room 010 Bathroom									
089	A	Wall	U Ctr		I	Drywall	Yellow	-0.2	QM
090	B	Wall	U Ctr		I	Drywall	Yellow	0.1	QM
091	C	Wall	U Ctr		I	Drywall	Yellow	0.1	QM
087	C	Door	Rgt	Jamb	D	Wood	Brown	0.2	QM
088	D	Wall	U Ctr		I	Drywall	Yellow	-0.1	QM
085	D	Baseboard	Ctr		I	Wood	White	0.0	QM
086	D	Ceiling	Ctr		I	Drywall	White	-0.1	QM
Interior Room 011 Hallway									
098	A	Wall	U Ctr		I	Drywall	Tan	-0.1	QM
097	B	Wall	U Lft		I	Drywall	Tan	-0.2	QM
099	C	Wall	U Ctr		I	Drywall	Tan	0.0	QM
096	D	Wall	U Lft		I	Drywall	Tan	-0.2	QM
094	D	Baseboard	Lft		I	Wood	White	0.3	QM
095	D	Ceiling	Lft		I	Drywall	White	-0.2	QM
092	D	Door	Ctr	Casing	D	Wood	Brown	-0.2	QM
093	D	Door	Ctr	Door	I	Wood	Brown	-0.1	QM

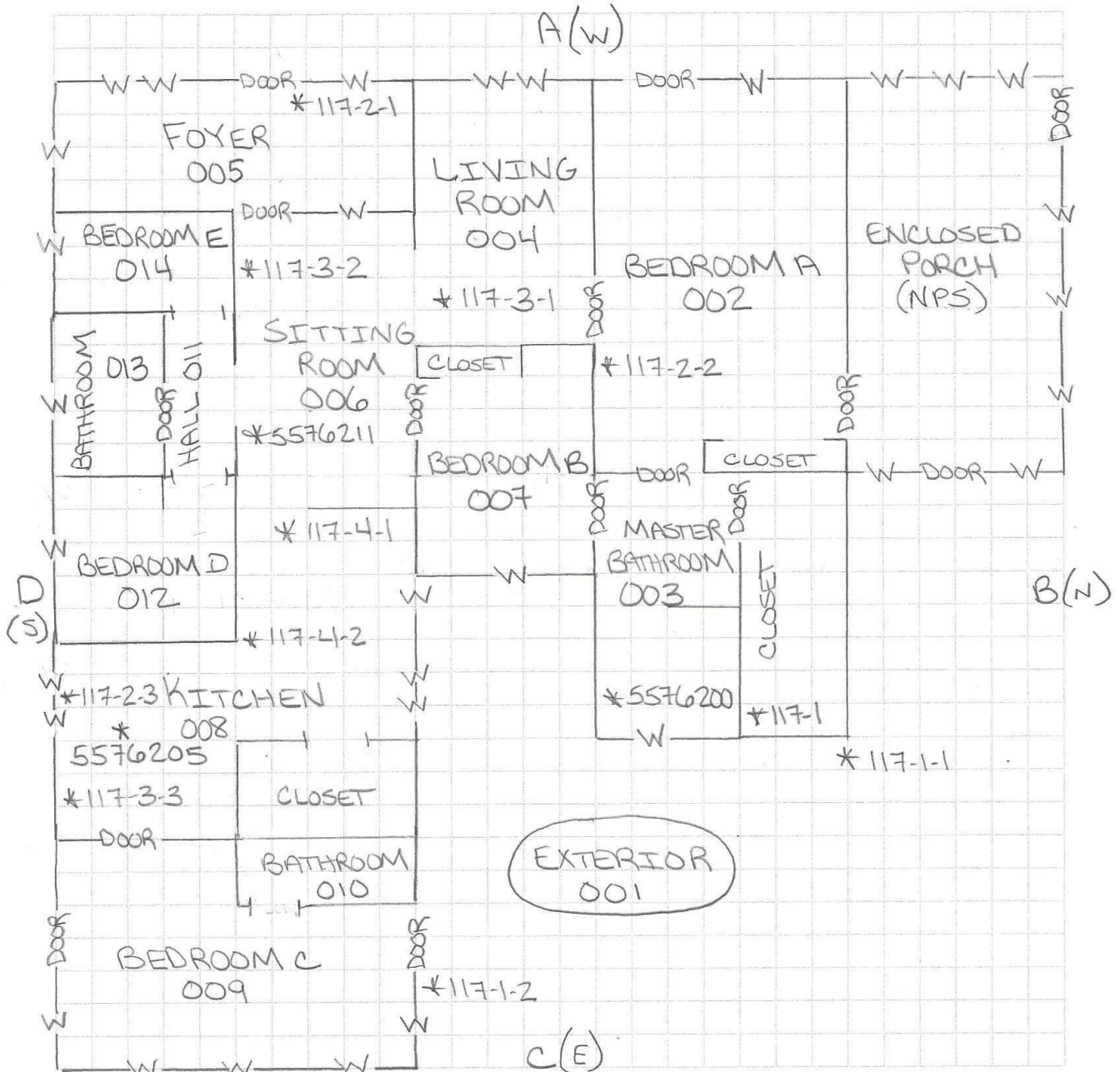
Read No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Paint Color	Lead (mg/cm ²)	Mode
Interior Room 012 Bedroom D									
105	A	Closet Shelf	Lft		D	Wood	Blue	0.0	QM
106	A	Closet wall	Lft		I	Drywall	Purple	0.3	QM
103	A	Wall	L Rgt		D	Drywall	Tan	-0.1	QM
104	A	Ceiling	Lft		I	Drywall	White	0.2	QM
101	B	Wall	U Ctr		I	Drywall	Tan	0.2	QM
100	C	Wall	L Ctr		D	Drywall	Tan	-0.1	QM
102	D	Wall	U Lft		I	Drywall	Tan	-0.2	QM
Interior Room 013 Bathroom									
108	A	Wall	U Ctr		I	Drywall	Green	0.2	QM
107	A	Ceiling	Lft		D	Drywall	White	-0.1	QM
110	B	Wall	U Ctr		I	Drywall	Green	0.0	QM
113	B	Door	Ctr	Casing	I	Wood	Brown	0.3	QM
109	C	Wall	U Ctr		I	Drywall	Green	0.0	QM
112	C	Baseboard	Ctr		I	Wood	White	0.0	QM
111	D	Wall	L Ctr		I	Drywall	Green	-0.1	QM
Interior Room 014 Bedroom E									
117	A	Wall	U Lft		I	Drywall	Tan	0.0	QM
118	A	Baseboard	Lft		I	Wood	Tan	0.2	QM
119	B	Wall	U Ctr		I	Drywall	Tan	0.0	QM
114	C	Closet wall	Rgt		I	Drywall	Yellow	0.2	QM
116	C	Wall	L Lft		D	Drywall	Tan	0.0	QM
115	C	Ceiling	Rgt		I	Drywall	White	0.1	QM
120	D	Wall	U Ctr		I	Drywall	Tan	-0.1	QM
121	D	Window	Ctr	Casing	I	Wood	Tan	0.2	QM
Calibration Readings									
001								1.0	TC
002								0.9	TC
003								0.9	TC
123								1.0	TC
124								0.9	TC
125								1.0	TC
----- End of Readings -----									

VI. Drawings/Floor Plans



DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive, Winter Garden, FL 34787
407-614-4572 814-243-1927
dkenvironmental@yahoo.com

SITE PLAN



Case # 0415

Address 117 NW 18th Terrace

Ocala, FL 34475

Lead, Asbestos and Mold

VII. Property Photographs

117 NW 16th Terrace, Ocala, FL 34475



Exterior(001) A-Wall



Exterior(001) B-Wall



Exterior(001) C-Wall



Exterior(001) D-Wall

VIII. License/Certification

United States Environmental Protection Agency

This is to certify that



Debra L. Koontz

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Inspector

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires May 13, 2027

LBP-I-1191376-2

Certification #

January 24, 2024

Issued On





Adrienne Priselac, Manager, Toxics Office

Land Division

United States Environmental Protection Agency

This is to certify that



Debra L. Koontz

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires September 06, 2024

LBP-R-1191376-2

Certification #

August 18, 2021

Issued On





Adrienne Priselac, Manager, Toxics Office

Land Division

IX. XRF Performance Characteristics Sheet

Performance Characteristic Sheet

EFFECTIVE DATE: October 24, 2000

EDITION NO.: 4

MANUFACTURER AND MODEL:

Make: Radiation Monitoring Devices

Model: LPA-1

Source: ^{57}Co

Note: This sheet supersedes all previous sheets for the XRF instrument of the make, model, and source shown above for instruments sold or serviced after June 26, 1995. For other instruments, see prior editions.

FIELD OPERATION GUIDANCE

OPERATING PARAMETERS

Quick mode or nominal 30-second standard mode readings.

XRF CALIBRATION CHECK LIMITS0.7 to 1.3 mg/cm² (inclusive)**SUBSTRATE CORRECTION:**For XRF results below 4.0 mg/cm², substrate correction is recommended for:

Metal using 30-second standard mode readings.

None using quick mode readings.

Substrate correction is not needed for:

Brick, Concrete, Drywall, Plaster, and Wood using 30-second standard mode readings

Brick, Concrete, Drywall, Metal, Plaster, and Wood using quick mode readings

THRESHOLDS:

30-SECOND STANDARD MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm ²)
Results corrected for substrate bias on metal substrate only	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	0.9
	Plaster	1.0
	Wood	1.0

QUICK MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm ²)
Readings not corrected for substrate bias on any substrate	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	1.0
	Plaster	1.0
	Wood	1.0

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BACKGROUND INFORMATION**EVALUATION DATA SOURCE AND DATE:**

This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* (HUD Guidelines"). Performance parameters shown on this sheet are calculated from the EPA/HUD evaluation using archived building components. Testing was conducted on approximately 150 test locations in July 1995. The instrument that performed testing in September had a new source installed in June 1995 with 12 mCi initial strength.

OPERATING PARAMETERS:

Performance parameters shown in this sheet are applicable only when properly operating the instrument using the manufacturer's instructions and procedures described in Chapter 7 of the HUD Guidelines.

XRF CALIBRATION CHECK:

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm² in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm² film).

If readings are outside the acceptable calibration check range, follow the manufacturer's instructions to bring the instruments into control before XRF testing proceeds.

SUBSTRATE CORRECTION VALUE COMPUTATION

Chapter 7 of the HUD Guidelines provides guidance on correcting XRF results for substrate bias. Supplemental guidance for using the paint film nearest 1.0 mg/cm² for substrate correction is provided:

XRF results are corrected for substrate bias by subtracting from each XRF result a correction value determined separately in each house for single-family housing or in each development for multifamily housing, for each substrate. The correction value is an average of XRF readings taken over the NIST SRM paint film nearest to 1.0 mg/cm² at test locations that have been scraped bare of their paint covering. Compute the correction values as follows:

Using the same XRF instrument, take three readings on a bare substrate area covered with the NIST SRM paint film nearest 1 mg/cm². Repeat this procedure by taking three more readings on a second bare substrate area of the same substrate covered with the NIST SRM.

Compute the correction value for each substrate type where XRF readings indicate substrate correction is needed by computing the average of all six readings as shown below.

For each substrate type (the 1.02 mg/cm² NIST SRM is shown in this example; use the actual lead loading of the NIST SRM used for substrate correction):

$$\text{Correction value} = (1\text{st} + 2\text{nd} + 3\text{rd} + 4\text{th} + 5\text{th} + 6\text{th Reading}) / 6 - 1.02 \text{ mg/cm}^2$$

Repeat this procedure for each substrate requiring substrate correction in the house or housing development.

EVALUATING THE QUALITY OF XRF TESTING:

Randomly select ten testing combinations for retesting from each house or from two randomly selected units in multifamily housing. Use either 15-second readings or 60-second readings.

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Conduct XRF re-testing at the ten testing combinations selected for retesting.

Determine if the XRF testing in the units or house passed or failed the test by applying the steps below.

Compute the Retest Tolerance Limit by the following steps:

Determine XRF results for the original and retest XRF readings. Do not correct the original or retest results for substrate bias. In single-family housing a result is defined as the average of three readings. In multifamily housing, a result is a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

Calculate the average of the original XRF result and retest XRF result for each testing combination.

Square the average for each testing combination.

Add the ten squared averages together. Call this quantity C.

Multiply the number C by 0.0072. Call this quantity D.

Add the number 0.032 to D. Call this quantity E.

Take the square root of E. Call this quantity F.

Multiply F by 1.645. The result is the Retest Tolerance Limit.

Compute the average of all ten original XRF results.

Compute the average of all ten re-test XRF results.

Find the absolute difference of the two averages.

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this procedure should be repeated with ten new testing combinations. If the difference of the overall averages is equal to or greater than the Retest Tolerance Limit a second time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

BIAS AND PRECISION:

Do not use these bias and precision data to correct for substrate bias. These bias and precision data were computed without substrate correction from samples with reported laboratory results less than 4.0 mg/cm² lead. The data which were used to determine the bias and precision estimates given in the table below have the following properties. During the July 1995 testing, there were 15 test locations with a laboratory-reported result equal to or greater than 4.0 mg/cm² lead. Of these, one 30-second standard mode reading was less than 1.0 mg/cm² and none of the quick mode readings were less than 1.0 mg/cm². The instrument that tested in July is representative of instruments sold or serviced after June 26, 1995. These data are for illustrative purposes only. Actual bias must be determined on the site. Results provided above already account for bias and precision. Bias and precision ranges are provided to show the variability found between machines of the same model.

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30-SECOND STANDARD MODE READING MEASURED AT	SUBSTRATE	BIAS (mg/cm ²)	PRECISION [*] (mg/cm ²)
0.0 mg/cm ²	Brick	0.0	0.1
	Concrete	0.0	0.1
	Drywall	0.1	0.1
	Metal	0.3	0.1
	Plaster	0.1	0.1
	Wood	0.0	0.1
0.5 mg/cm ²	Brick	0.0	0.2
	Concrete	0.0	0.2
	Drywall	0.0	0.2
	Metal	0.2	0.2
	Plaster	0.0	0.2
	Wood	0.0	0.2
1.0 mg/cm ²	Brick	0.0	0.3
	Concrete	0.0	0.3
	Drywall	0.0	0.3
	Metal	0.2	0.3
	Plaster	0.0	0.3
	Wood	0.0	0.3
2.0 mg/cm ²	Brick	-0.1	0.4
	Concrete	-0.1	0.4
	Drywall	-0.1	0.4
	Metal	0.1	0.4
	Plaster	-0.1	0.4
	Wood	-0.1	0.4

^{*} Precision at 1 standard deviation.**CLASSIFICATION RESULTS:**

XRF results are classified as positive if they are greater than the upper boundary of the inconclusive range, and negative if they are less than the lower boundary of the inconclusive range, or inconclusive if in between. The inconclusive range includes both its upper and lower bounds. Earlier editions of this *XRF Performance Characteristics Sheet* did not include both bounds of the inconclusive range as "inconclusive." While this edition of the Performance Characteristics Sheet uses a different system, the specific XRF readings that are considered positive, negative, or inconclusive for a given XRF model and substrate remain unchanged, so previous inspection results are not affected.

DOCUMENTATION:

An EPA document titled *Methodology for XRF Performance Characteristic Sheets* provides an explanation of the statistical methodology used to construct the data in the sheets, and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. For a copy of this document call the National Lead Information Center Clearinghouse at 1-800-424-LEAD. A HUD document titled *A Nonparametric Method for Estimating the 5th and 95th Percentile Curves of Variable-Time XRF Readings Based on Monotone Regression* provides supplemental information on the methodology for variable-time XRF instruments. A copy of this document can be obtained from the HUD lead web site, www.hud.gov/lea.

This edition of the XRF Performance Characteristic Sheet was developed by QuanTech, Inc., under a contract from the U.S. Department of Housing and Urban Development (HUD). HUD has determined that the information provided here is acceptable when used as guidance in conjunction with Chapter 7, Lead-Based Paint Inspection, of HUD's *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*.

X. Glossary

Abatement: A measure or set of measures designed to permanently eliminate lead-based paint hazards or lead based paint. Abatement strategies include the removal of lead-based paint, enclosure, encapsulation, replacement of building components coated with lead-based paint, removal of lead-contaminated dust, and removal of lead-contaminated soil or overlaying of soil with a durable covering such as asphalt (grass and sod are considered interim control measures). All of these strategies require preparation, cleanup, waste disposal, post-abatement clearance testing, record keeping, and, if applicable, monitoring. See also **Complete Abatement** and **Interim controls**.

Accreditation: A formal recognition certifying that an organization, such as a laboratory, is competent to carry out specific tasks or types of tests.

Accuracy: The degree of agreement between an observed value and an accepted reference value (a "true" value); a data quality indicator. Accuracy includes a combination of random errors (Precision) and systematic errors (bias) due to sampling and analysis.

Bare soil: Soil not covered with grass, sod, some other similar vegetation, or paving, including the sand in sandboxes.

Building component: Any element of a building that may be painted or have dust on its surface, e.g. walls, stair treads, floors, railings, doors, windowsills, etc.

Certification: The process of testing and evaluating against certain specifications the competence of a person, organization, or other entity in performing a function or service, usually for a specified period of time.

Certified: The designation for Contractors who have completed training and other requirements to safely allow them to undertake risk assessments, inspections, or abatement work. Risk assessors, inspectors, and Abatement Contractors should be certified by the appropriate local, State, or Federal agency.

Chewable surface: See **Chewed surface**.

Chewed surface: Any painted surface that shows evidence of having been chewed or mouthed by a young child. A chewed surface is usually a protruding, horizontal part of a building, such as an interior windowsill.

Cleaning: The process of using a vacuum and wet cleaning agents to remove leaded dust. The process includes the removal of bulk debris from the work area. OSHA prohibits the use of compressed air to clean lead-contaminated dust from a surface.

Clearance examination: Visual examination and collection of environmental samples by an inspector or risk assessor, or, in some circumstances, a Sampling Technician, and analysis by an accredited laboratory upon completion of an abatement project, interim control intervention, or maintenance job that disturbs lead-based paint (or paint suspected of being lead-based). The clearance examination is performed to ensure that lead exposure levels do not exceed standards established by the EPA Administrator pursuant to Title IV of the Toxic Substances Control Act, and that any cleaning following such work adequately meets those standards.

Common area: A room or area that is accessible to all residents in a community (e.g. hallways or lobbies). In general, any area not kept locked.

Composite sample: A single sample made up of individual subsamples. Analysis of a composite sample produces the arithmetic mean of all subsamples.

Containment: A process to protect workers and the environment by controlling exposures to the lead-contaminated dust and debris created during abatement.

Deteriorated lead-based paint: Any lead-based paint coating on a damaged or deteriorated surface or fixture, or any interior or exterior lead-based paint that is peeling, chipping, flaking, worn, chalking, alligating, cracking, or otherwise becoming separated from the substrate.

Disposal (of waste): The discharge, deposit, injection, dumping, spilling, leaking, or placement of solid or liquid waste on land or in water so that none of its constituents can pollute the environment by being emitted into the air or discharged into a body of water, including groundwater.

Encapsulation: Any covering or coating that acts as a barrier between lead-based paint and the environment, the durability of which relies on adhesion and the integrity of the existing bonds between multiple layers of paint and between the paint and the substrate. See also **Enclosure**.

Enclosure: The use of rigid, durable construction materials that are mechanically fastened to the substrate to act as a barrier between the lead-based paint and the environment.

Evaluation: Risk assessment, paint inspection, reevaluation, investigation, clearance examination, or risk assessment screen.

Examination: See **Clearance Examination**.

Federal Register (FR): A daily Federal publication that contains proposed and final regulations, rules, and notices.

Impact Surface: An interior or exterior surface (such as surfaces on doors) subject to damage by repeated impact or contact.

Inspection (of paint): A surface-by-surface investigation to determine the presence of lead-based paint (in some cases including dust and soil sampling) and a report of the results.

Interim controls: A set of measures designed to temporarily reduce human exposure or possible exposure to lead-based paint hazards. Such measures include specialized cleaning, repairs, maintenance, painting, temporary containment, and management and resident education programs. Monitoring, conducted by Owners, and reevaluations, conducted by professionals, are integral elements of interim control. Interim controls include dust removal, paint film stabilization, treatment of friction and impact surfaces, installation of soil coverings such as grass or sod, and land use controls. See also **Monitoring**, **Reevaluations**, and **Abatement**.

Interior windowsill: The portion of the horizontal window ledge that protrudes into the interior of the room, adjacent to the window sash when the window is closed. Often called the window stool.

Latex: A waterborne emulsion paint made with synthetic binders, such as 100% acrylic, vinyl acrylic, terpolymer, or styrene acrylic. A stable emulsion of polymers and pigment in water.

Lead: Lead includes metallic lead and inorganic and organic compounds of lead.

Lead-based paint: Any paint, varnish, shellac, or other coating that contains lead equal to or greater than 1.0 mg/cm² (milligrams of lead per square centimeter of surface) as measured by XRF or laboratory analysis, or 0.5% by weight (5,000ug/g, 5,000 ppm (parts per million), or 5,000 mg/kg) as measured by laboratory analysis (Local definitions may vary.)

Lead-based paint hazard: A condition in which exposure to lead from lead-contaminated dust, lead-contaminated soil, or deteriorated lead-based paint would have an adverse effect on human health (as established by the EPA Administrator under Title IV of the Toxic Substances Control Act). Lead-based paint hazards include, for example, deteriorated lead-based paint, leaded dust levels above applicable standards. And bare leaded soil above applicable standards.

Lead-based paint hazards control: Activities to control and eliminate lead-based paint hazards, including interim controls, abatement, and complete abatement.

Lead-contaminated dust: Surface dust in residences that contains an area concentration of lead in excess of the standard established by the EPA Administrator, pursuant to Title IV of the Toxic Substances Control Act. As of April 01, 2017, EPA standards for lead dust for risk assessments are ≥ 10 ug/ft² (micrograms of lead per square foot) for floors, and ≥ 100 ug/ft² for interior windowsills. The EPA standard for clearance are < 10 ug/ft² for floors, 100 ug/ft² for windowsills, and 100 ug/ft² for window troughs. Porch floors are also wiped during final clearance, with a lead dust clearance action level of < 40 ug/ft².

Lead-contaminated soil: Bare soil on residential property that contains lead in excess of the standard established by the EPA Administrator, pursuant to Title IV of the Toxic Substances Control Act. The standard is 400 ug/g in play areas and 1,200 ug/g in the rest of the property.

Leaded dust: See **Lead-contaminated dust**.

Licensed: Holding a valid license or certification issued by the EPA or by an EPA-approved State program pursuant to Title IV of the Toxic Substances Control Act. The license is based on certification for lead-based paint hazard control work. See also **Certified**.

Maintenance: Work intended to maintain adequate living conditions in a dwelling, which has the potential to disturb lead-based paint or paint that is suspected of being lead-based.

Mean: The arithmetic average of a series of numerical data values. For example, the algebraic sum of the data values divided by the number of data values.

Microgram (ug): 1/1,000,000 of a gram. Used to measure weight.

Monitoring: Surveillance to determine (1) that known or suspected lead-based paint is not deteriorating, (2) that lead-based paint hazard controls, such as paint stabilization, enclosure, or encapsulation have not failed, and (3) that structural problems do not threaten the integrity of hazard controls.

Owner: A person, firm, corporation, guardian, conservator, receiver, trustee, executor, government agency or entity, or other judicial officer who, alone or with others, owns, holds, or controls the freehold or leasehold title or part of the title to property, with or without actually possessing it. This definition includes a vendee who possesses the title, but does not include a mortgagee or an Owner of a reversionary interest under a ground rent lease.

Paint inspector: An individual who has completed training from an accredited program and been licensed or certified by the appropriate State or local agency to (1) perform inspections to determine and report the presence of lead-based paint on a surface-by-surface basis through onsite testing, (2) report the findings of such an inspection, (3) collect environmental samples for laboratory analysis, (4) perform clearance testing, and optionally (5) document successful compliance with lead-based paint hazard control requirements or standards.

Paint removal: An abatement strategy that entails the removal of lead-based paint from surfaces. For lead hazard control work, this can mean using chemicals, heat guns below 1,100° F, and certain contained abrasive methods. Open-flame burning, open-abrasive blasting, sandblasting, extensive dry scraping, and stripping in a poorly ventilated space using a volatile stripper are prohibited paint removal methods. Hydroblasting is not recommended.

Plastic: See **Polyethylene plastic**.

Polyethylene plastic: All references to polyethylene plastic refer to 6 mil plastic sheeting or polyethylene bags (or double bags if using 4 mil polyethylene bags), or any other thick plastic material shown to demonstrate at least the equivalent dust contamination performance. Plastic used to contain waste should be capable of completely containing the waste and, after being properly sealed, should remain leak tight with no visible signs of discharge during movement or relocation.

Polyurethane: An exceptionally hard and wear-resistant coating (created by the reaction of polyols with a multifunctional isocyanate). Often used to seal wood floors following lead-based paint hazard control work and cleaning.

Reevaluation: In lead hazard control work, the combination of a visual assessment and collection of environmental samples performed by a certified risk assessor to determine if a previously implemented lead-based paint hazard control measure is still effective and if the dwelling remains lead-safe.

Removal: See **Paint removal**.

Renovation: Work that involves construction and/or home or building improvement measures such as window replacement, weatherization, remodeling, and repainting.

Replacement: A strategy of abatement that entails the removal of building components coated with lead-based paint (such as windows, doors, and trim) and the installation of new components free of lead-based paint.

Resident: A person who lives in a dwelling.

Risk assessment: An onsite investigation of a residential dwelling to discover any lead-based paint hazards. Risk assessments include an investigation of the age, history, management, and maintenance of the dwelling, and the number of children under age 6 and women of childbearing age who are residents; a visual assessment; limited environmental sampling (i.e. collection of dust wipe samples, soil samples, and deteriorated paint samples); and preparation of a report identifying acceptable abatement and interim control strategies based on specific conditions.

Risk assessor: A certified individual who has completed training with an accredited training program and who has been certified to (1) perform risk assessments, (2) identify acceptable abatement and interim control strategies for reducing identified lead-based paint hazards, (3) perform clearance testing and reevaluations, and (4) document the successful completion of lead-based paint hazard control activities.

Site: The land or body of water where a facility is located or an activity is conducted. The site includes adjacent land used in connection with the facility or activity.

Soil: See **Bare soil**.

Spectrum analyzer: A type of XRF analyzer that provides the operator with a plot of the energy and intensity, or counts of both K and L x-ray spectra, as well as a calculated lead concentration. See also **XRF analyzer**.

Standard deviation: A measure of the precision of a reading. The spread of the deviation from the mean. The smaller the standard deviation, the more precise the analysis. The standard deviation is calculated by first obtaining the mean, or the arithmetic average, of all of the readings. A formula is then used to calculate how much the individual values vary from the mean – the standard deviation is the square root of the arithmetic average of the squares of the deviation from the mean. Many hand calculators have an automatic standard deviation function. See also **Mean**.

Subsample: A representative portion of a sample. A subsample may be either a field sample or a laboratory sample. A subsample is often combined with other subsamples to produce a composite sample. See also **Composite sample**.

Substrate: A surface on which paint, varnish, or other coating has been applied or may be applied. Examples of substrates include wood, plaster, metal, and drywall.

Substrate effect: The radiation returned to an XRF analyzer by the paint, substrate, or underlying material, in addition to the radiation returned by any lead present. This radiation, when counted as lead x-rays by an XRF analyzer contributes to substrate equivalent lead (bias). The inspector may have to compensate for this effect when using XRF analyzers. See also **XRF analyzer**.

Substrate Equivalent Lead (SEL): The XRF measurement taken on an unpainted surface, used to calculate the corrected lead concentration on a surface by using the following formula: Apparent Lead Concentration-Substrate Equivalent Lead = Corrected Lead Concentration. See also **XRF analyzer**.

Target housing: Any residential unit constructed before 1978, except dwellings that do not contain bedrooms or dwellings that were developed specifically for the elderly or persons with disabilities, unless a child younger than 6 resides or is expected to reside in the dwelling. In the case of jurisdictions that banned the sale or use of lead-based paint before 1978, the Secretary of HUD may designate an earlier date for defining target housing.

Test location: A specific area on a testing combination where XRF instruments will test for lead-based paint.

Trained: Successful completion of a training course in a particular discipline. For lead hazards control work, the training course must be accredited by the EPA or by an EPA-approved State program, pursuant to Title IV of the Toxic Substances Control Act.

Treatment: In residential lead-based paint hazard control work, any method designed to control lead-based paint hazards. Treatment includes interim controls, abatement, and removal.

Trough: See **Window trough**.

Windowsill: See **Interior windowsill**.

Window trough: For a typical double-hung window, the portion of the exterior windowsill between the interior windowsill (or stool) and the frame of the storm window. If there is no storm window, the window trough is the area that receives both the upper and lower window sashes when they are both lowered. Sometimes inaccurately called the window "well".

Worker: An individual who has completed training in an accredited program to perform lead-based paint hazard control in housing.

Worksite: Any interior or exterior area where lead-based paint hazard control work takes place.

XRF analyzer: An instrument that determines lead concentration in milligrams per square centimeter (mg/cm³) using the principle of x-ray fluorescence (XRF). Two types of field portable XRF analyzers are used – direct readers and spectrum analyzers. For this lead-based paint inspection, the term XRF analyzer only refers to portable instruments manufactured to analyze paint, that have a HUD Performance Characteristic Sheet, and are interpreted in accordance with the Performance Characteristic Sheet. It does not refer here to laboratory-grade units or portable instruments designed to analyze soil.

In addition to the City of Ocala's General Terms and Conditions and other provisions required by the funding agency, all contract awards made by the City of Ocala, a non-Federal entity, shall be governed by the following provisions required under Appendix II to 2 CFR, Part 200, as applicable. These Special Terms and Conditions shall have precedence over the City's General Terms and Conditions and any terms and conditions set forth in the solicitation that may be in variance or conflict with these Special Terms and Conditions.

1. **REMEDIES FOR VIOLATION OR BREACH OF CONTRACT.** Remedies for violation or breach are addressed under Paragraph 67 of the City's General Terms and Conditions.
2. **TERMINATION FOR CAUSE OR CONVENIENCE.** Termination for cause and convenience are addressed under Paragraph 67 of the City's General Terms and Conditions.
3. **EQUAL EMPLOYMENT OPPORTUNITY.** (Applies to agreements between the City and any Vendor for construction work which is paid for in whole or in part with federal funds.) During the performance of this Contract, Contractor agrees as follows:
 - (a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (c) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceedings, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 - (d) Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (e) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (f) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its/his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) Contractor will include the portion of the sentence immediately preceding paragraph (a) herein and the provisions of the subparagraphs contained within this entire section in every subcontract or contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Contractor. The Contractor will take such action concerning any subcontract or contract as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - (1) Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. **DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT.** (Applies to all prime construction contracts in excess of \$2,000 for the actual construction, alteration, and/or repair of a public building or public work, or building or work financed in whole or in part from Federal funds, in accordance with guarantees of a Federal agency, or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant, or annual contribution.)

- (a) **Davis Bacon Act.** All vendors, contractors, and subcontractors must comply with the provisions of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at www.dol.gov. Contractor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Contractor is conditioned upon Contractor's acceptance of the wage determination. The City shall report all suspected or reported violations to the Federal awarding agency.
- (b) **Copeland "Anti-Kickback" Act.** Contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractor and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City shall report all suspected or reported violations to the Federal awarding agency.

5. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT.** (Applies to all contract awards in excess of \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements do not apply to the purchase of supplies or materials ordinarily available on the open market, or contracts for transportation or transmission of intelligence.) All vendors, contractors, and subcontractors must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (20 CFR Part 5).

- (a) Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- (b) The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

6. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.** (Applies all contract awards and subcontracts in excess of \$150,000.) All vendors, contractors, and subcontractors must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. **DEBARMENT AND SUSPENSION.** (Applies all contract awards.) No contract award shall be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. **BYRD ANTI-LOBBYING AMENDMENT.** (Applies all contract awards and subcontracts in excess of \$100,000.) Contractors who apply or bid for an award of more than \$100,000 shall file a Byrd Anti-Lobbying Certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.
10. **PROCUREMENT OF RECOVERED MATERIALS.** (Applies all contract awards where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.) As a non-Federal entity that is a political subdivision of the state of Florida, the City of Ocala and all vendors, contractors, and subcontractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery;

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** (Applies all contract awards.) As a recipient and subrecipient of federal funds, the City of Ocala and its vendors, contractors and subcontractors:

(a) As a recipient and subrecipient of federal funds, the City of Ocala and all vendors, contractors and subcontractors are prohibited from obligating or spending loan or grant funds to (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) By submitting the electronic response to this solicitation, Vendors are certifying that they have carefully read the solicitation documents, including any addenda, exhibits, attachments, and/or appendices in their entirety and agrees that to the best of his/her knowledge, no pages or parts of the documents appear to have been omitted and that Vendor fully understands, accepts, and agrees to fully comply with the requirements and conditions set forth therein.

(d) See Public Law 115-232, section 889 for additional information.

(e) See also, § 200.471.

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS.** (Applies all contract awards.) As appropriate and to the extent consistent with law, the City of Ocala should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all contracts and purchase orders for work or products under this award.

(a) For the purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Certificate Of Completion

Envelope Id: 0B950AC0-AD0B-4304-AF53-C2571B482632

Status: Completed

Subject: FOR SIGNATURE -CDS/250787B-Home CDBG Housing Rehabilitation- (Shanta Norton)

Source Envelope:

Document Pages: 92

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Porsha Ullrich

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

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

Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: Porsha Ullrich

Location: DocuSign

7/31/2025 10:48:24 AM

pullrich@ocalafl.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

Signer Events

Steven Berger

steven@stejack.com

Owner - Managing Member

Security Level: Email, Account Authentication (None)

Signature

Signed by:

Steven Berger
048C6604AD42407...

Timestamp

Sent: 7/31/2025 10:51:48 AM

Viewed: 7/31/2025 10:52:57 AM

Signed: 7/31/2025 10:55:49 AM

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Electronic Record and Signature Disclosure:

Accepted: 9/26/2024 9:54:28 AM

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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.
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Sent: 7/31/2025 10:55:53 AM

Viewed: 8/5/2025 9:06:23 AM

Signed: 8/5/2025 9:07:41 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

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
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Viewed: 8/5/2025 9:17:43 AM

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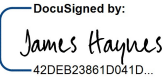
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Using IP Address: 216.255.240.104


Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
James Haynes jhaynes@ocalafl.org Director, Community Development Services Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: James Haynes 42DEB23861D041D...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104</p>	<p>Sent: 8/5/2025 9:18:10 AM Viewed: 8/5/2025 9:18:50 AM Signed: 8/5/2025 9:18:57 AM</p>

Electronic Record and Signature Disclosure:
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Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	 <p>Signed by: Angel B. Jacobs 8DB3574C28E54A5...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104</p>	<p>Sent: 8/5/2025 9:18:59 AM Viewed: 8/5/2025 9:38:15 AM Signed: 8/5/2025 9:38:41 AM</p>
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Electronic Record and Signature Disclosure:
Accepted: 8/5/2025 9:38:15 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
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Certified Delivered	Security Checked	8/5/2025 9:38:15 AM
Signing Complete	Security Checked	8/5/2025 9:38:41 AM
Completed	Security Checked	8/5/2025 9:38:41 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

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: RES-2026-9

Agenda Item #: 6c.

Submitted By: James Haynes

Presentation By: James Haynes

Department: Community Development Services

FORMAL TITLE:

Resolution 2026-9 to adopt the Marion County Consortium 2024-2028 Citizen Participation Plan

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence

PROOF OF PUBLICATION:

N/A

BACKGROUND:

Marion County and the City of Ocala are entitlement recipients of Community Development Block Grant (CDBG) funds. The County is an eligible HOME entitlement community and formed a consortium with the City of Ocala, so it too may receive HOME funds on an annual basis. These programs are administered through the Department of Housing and Urban Development (HUD) for the benefit of low- and moderate-income residents in unincorporated areas of the County and within the city limits of Ocala.

The Department of Housing and Urban Development (HUD) regulation 24 CFR Part 91.105 outlines that local government jurisdictions that receive HUD funding must adopt a Citizen Participation Plan (CPP) that outlines their policies and procedures for citizen participation. The plan should encourage participation by low- and moderate-income residents and provide opportunities for citizens to comment on the plan and its amendments.

FINDINGS AND CONCLUSIONS:

HUD regulation 24 CFR Part 91.401 indicates that the consortium must have a Citizens Participation Plan that complies with the requirements of 24 CFR Part 91.105. The City, as part of the Marion County HOME Consortium, looks to adopt the Consortium's 2024-2028 Citizen Participation Plan in accordance with HUD regulations. Staff recommends approval.

FISCAL IMPACT:

The adoption of the Marion County Home Consortium Citizen Participation Plan keeps the Consortium eligible to receive HOME grant funding, if available.

PROCUREMENT REVIEW:

N/A

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

RESOLUTION 2026-9

TO ADOPT THE MARION COUNTY HOME CONSORTIUM 2024-2028 CITIZEN PARTICIPATION PLAN

WHEREAS, the City of Ocala and the Marion County Board of County Commissioners form the Marion County HOME Consortium; and

WHEREAS, HUD regulation 24 CFR Part 91.105 indicates that consortia must have a Citizen Participation Plan; and

WHEREAS, the City and County believe that the citizen participation process provides an important opportunity for its residents to be actively involved in the preparation and implementation of their Consolidated and Annual Plans.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session duly assembled, approves the adoption of the 2024-2028 Marion County HOME Consortium Citizen Participation Plan.

This resolution adopted this 16th day of December 2025.

ATTEST:

CITY OF OCALA

By:
Angel B. Jacobs
City Clerk

By:
Ire J. Bethea Sr.
President, Ocala City Council

Approved as to form and legality:

By: _____

William E. Sexton
City Attorney



CITIZEN PARTICIPATION PLAN

Marion County Consortium Marion County and the City of Ocala

This Citizen Participation Plan was adopted by Resolution ----- of the City of Ocala City Council on December 16, 2025.

This plan amends and supersedes prior versions of the Citizen Participation Plan for Marion County and the City of Ocala, Florida and is in compliance with Section 104(a)(3) of the Housing and Community Development Act of 1974.

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PURPOSE AND GOALS

Marion County and the City of Ocala have prepared the Citizen Participation Plan (CPP), in compliance with the citizen participation requirements of 24 Code of Federal Regulations (CFR) Section 91.105, Marion County (also referred to as “the County”) as it relates to the administration of federal funds provided by U.S. Department of Housing and Urban Development (HUD). Marion County serves as the lead jurisdiction of the Marion County HOME Consortium (Consortium) as a recipient of HOME Investment Partnerships Program (HOME) funds.

The Consortium is comprised of Marion County and the City of Ocala. Each member of the Consortium is responsible for the development of its own individual CPP for Community Development Block Grant (CDBG) funds and any other HUD programs.

The steps described in the CPP relate to the planning and expenditure of funds provided to the County by HUD’s Office of Community Planning and Development (CPD). CPD entitlement funds received by the County include the CDBG, HOME, ESG, and Section 108 Loan Guarantee Program, and other federal grant programs, as may be added by law.

This CPP presents the County’s plan for providing for and encouraging all citizens to participate in the development, revision, amendment, adoption, and implementation of:

- The Five-year Consolidated Plan
- The Annual Action Plan (AAP)
- The Consolidated Annual Performance and Evaluation Report
- The Analysis of Impediments to Fair Housing Choice (AI)/Assessment of Fair Housing (AFH)/Equity Plan
- Amendments to the CPP
- Amendments to the Consolidated Plan or AAP
- Other grants, as may be added by law.

CFR for citizen participation:

- [24 CFR Part 91.105](#) Local Governments Citizen Participation
- [24 CFR Part 91.100](#) Local Governments Consultation
- [24 CFR Part 91.401](#) HOME Consortia

Marion County and the City of Ocala are entitlement recipients of CDBG funds. The County is an eligible HOME entitlement community and formed a consortium with the City of Ocala so it too may receive HOME funds on an annual basis. The County also receives Emergency Solutions Grants (ESG) funds as an entitlement. These programs are administered through HUD for the benefit of low- and moderate-income residents in unincorporated areas of the County and within the city limits of Ocala.

ENCOURAGEMENT OF CITIZEN PARTICIPATION

The County believes that the citizen participation process provides an important opportunity for its residents—especially low- and moderate-income residents, nonprofit groups (neighborhood organizations), authorities, and other service providers—to be actively involved in the preparation and implementation of the Consolidated Plan. The County encourages the participation of local and regional institutions, the Continuum of Care, and other organizations (including businesses, developers, nonprofit organizations, philanthropic organizations, and community-/faith-based organizations) in the process of developing and implementing the documents related to the consolidated planning process.

Also, the County will encourage participation from broadband internet service providers, organizations engaged in narrowing the digital divide, agencies that manage flood-prone areas, public land or water resources, and emergency management agencies.

This CPP actively encourages widespread citizen participation, with a special emphasis on good faith efforts to encourage participation from the following populations:

- Low- and moderate-income residents.
- Residents of slums, blighted areas, and predominately low- and moderate-income areas where 51 percent of the residents are at or below 80 percent of the area median income.
- Residents of areas designated as a revitalization area.
- Non-English-speaking persons.
- Persons with disabilities.
- Public housing residents and other low-income residents of targeted revitalization areas.

The CPP ensures that all parties, including residents, nonprofit organizations, and other interested organizations, are afforded adequate opportunity to review and comment on plans, programs, activities, and reports covering the County's federally funded housing and community development programs. This includes minority populations, people with limited English proficiency, and persons with disabilities.

To accomplish this purpose, the goals of the CPP are to:

- Provide opportunities for citizens to express their views and proposals concerning needs in the community and establish priorities concerning these needs.
- Provide opportunities for citizens to take part in policy formation regarding the Consolidated Plan.
- Ensure that citizens are provided with reasonable and timely access to local meetings, public hearings, information, and records relating to the Consolidated Plan including the range of activities that may be undertaken, the amount of anticipated funding, and proposed and actual use of funds.
- Provide technical assistance to a representative of persons of low and moderate income who request such assistance in developing proposals.
- Provide opportunities for citizens to review and comment on proposed formula grant

activities and use of funds.

- Ensure that citizens have questions and complaints answered in a timely and responsive manner.
- Ensure that the needs of non-English-speaking residents will be met in the case of public hearings where a significant number of non-English-speaking residents can be reasonably expected to participate.
- Provide reasonable accommodation for persons with disabilities wishing to participate in the community development planning process.

Non-English Speakers

The County shall take reasonable steps to provide language assistance to ensure meaningful access to participation by non-English speaking and limited-English-proficient residents (LEP) and the County has an established LEP Policy. Any non-English-speaking resident who wishes to participate may contact Marion County Community Services prior to the hearing so that adequate arrangements can be made. Reasonable accommodations at the public hearing such as sign language interpretation or alternate formats for printed material are available for individuals with disabilities with a minimum of two-days of advance notice.

Notices for public hearings and public display of plans developed by Marion County Community Services will be available in English and may be available in Spanish and other languages, as feasible. When general circulation publications in languages other than English are available, notices will be posted in these publications.

To encourage these residents to participate in the development of the Analysis of Impediments (AI), and Assessment of Fair Housing (AFH) Plan(s) and the Consolidated Plan, the County will undertake the following initiatives in addition to publishing advertisements in one local newspaper for these activities:

- Upon request, stakeholder interviews or focus group sessions will be scheduled during the stakeholder consultation processes for both the AI and AFH Plan(s) and Consolidated Plan and will focus on persons with limited English proficiency.
- The County will provide meetings in languages other than English upon request, if feasible.
- The County will use the County's [language access handbook](#) to provide guidance to ensure fulfillment of Title VI of the Civil Rights Act of 1964 and Executive Order 13166 requirements for agencies that are recipients of federal financial assistance.

Persons with Disabilities

To encourage the participation of persons with disabilities, the County will:

- Conduct all public meetings in locations that are handicapped accessible

If requested, the County will mail copies of public meeting notices to persons who are homebound and request such accommodation no fewer than two days prior to the public meeting at the following email address: CommunityServices@MarionFL.org.

Access to Meetings

Meetings and forums shall be held in accessible locations to ensure that architectural barriers do not preclude the attendance of persons with disabilities. In addition, accommodation will be provided, upon request, for attendees who have hearing or visual challenges.

Citizens with disabilities who may be unable to review these documents at publicized locations should contact Marion County Community Services for specific assistance in obtaining the Consolidated Plan for review and for assistance in submitting comments via CommunityServices@MarionFL.org.

POLICIES

- Utilize existing partnerships and organizations in the community (in addition to the public hearing process and public notices in newspapers) to encourage participation, including participation by minorities, non-English-speaking residents, and persons with disabilities; to identify housing needs and needs of the homeless and special populations; and to aid in the development of the Consolidated Plan.

The Consortium encourages the participation of local and regional institutions, the Continuum of Care, and other organizations (including businesses, developers, nonprofit organizations, philanthropic organizations, community/faith-based organizations, providers of broadband internet service providers, organizations engaged in narrowing the digital divide, and agencies whose primary responsibilities include the management of flood-prone areas, public land or water resources, and emergency management agencies.

Examples of organizations that may be used to assist in this process include the Marion County Hospital District, United Way of Marion County, College of Central Florida, the Continuum of Care, the Affordable Housing Advisory Board, the Housing Finance Authority, and other human service agencies serving residents of the County.

- Create or support neighborhood-based citizen advisory committees in areas targeted for comprehensive revitalization activities under federal grant programs. These committees will advise on needs and activities relative to their community.
- Provide housing authorities within the jurisdiction with information about Consolidated Plan activities related to the housing authorities' developments and surrounding communities so that the housing authority can make this information available at the annual public hearing required under the formula grant program.

Public Comment Period

The comment periods for plans and reports are listed in the following table and are described in more detail in this section.

Document	Comment Period
Consolidated Plan & AAP	30 calendar days
Substantial Amendment to Consolidated & AAP	30 calendar days
Analysis of Impediments to Fair Housing Choice (AI)	30 calendar days
CPP	30 calendar days
Consolidated Annual Performance and Evaluation Report	15 calendar days

CITIZEN COMMENT ON THE CPP AND AMENDMENTS

- The Consortium will provide public notice of the proposed CPP and amendments prior to adoption and allow a 30-day period for public comments. The notice will provide sufficient information about the plan or amendment to permit informed comment. The notice will include the location for viewing the plan, indicate the dates of the comment period, and provide a means for transmitting comments to the Growth Services Department. The notice will be published in a newspaper of general circulation in legible print. In addition, notices will also be published on the County's website, www.MarionFL.org.
- Upon request, the CPP will be provided in a format to accommodate persons with disabilities (e.g., oral, Braille, electronic, or large-print copies and/or delivering copies to the homebound) and for minority populations and persons with limited English proficiency.
- Upon declaration of a state of emergency, whether federal, state, or local, and a notice of waiver by HUD, the time period for public comments may be changed per HUD guidelines.

Development of the Analysis of Impediment to Fair Housing Choice (AI)

- Consultation: On February 9, 2023, HUD published in the Federal Register a notice of proposed rulemaking entitled "Affirmatively Furthering Fair Housing." The proposed rule, which builds on and refines HUD's 2015 rule, would faithfully implement the Fair Housing Act's statutory mandate that HUD ensures that recipients of its funding affirmatively further fair housing. Until the Final Rule is released, the expectation is that Consolidated Plan program participants should continue to update their Development of the AI in accordance with the HUD Fair Housing Planning Guide. HUD encourages program participants to collaborate in opportunities to share resources and address fair housing issues, including but not limited to:
 - a. Public housing authorities, including residents, resident advisory boards, resident councils, and resident management corporations.
 - b. Other providers of assisted housing, health services, and social services, including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDs and their families, and homeless persons.
 - c. Community-based and regionally based organizations that represent protected class members and organizations that enforce fair housing laws, such as state or local fair housing enforcement agencies.

- d. Regional government agencies, adjacent units of local government, and local government agencies, including local government agencies with metropolitan-wide planning and transportation responsibilities.
- Consultations with the agencies set forth above could include, but are not limited to, telephone or personal interviews, internet surveys, focus groups, public hearings, and workshops.
- Publishing data: The Consortium will make available HUD-provided data and other supplemental information the Consortium plans to incorporate into the AI at the start of the public participation process, or as soon as feasible thereafter. HUD-provided data will be made available by cross-referencing the data on HUD's website.
- Public hearing: The Consortium will hold a public hearing during the development of the AI and prior to the time the proposed AI is published for comment.
 - a. The purpose of the hearing will be to obtain the views of citizens on AI-related data and affirmatively furthering fair housing.
 - b. A public notice will be published in a newspaper of general circulation at least 15 days prior to the public hearing. The notice will provide a reasonable explanation of the subject of the hearing, date, time, and place as well as provide contacts for accommodating persons with disabilities and non-English-speaking residents. The notice will be published in legible print. Additional notices may be provided through the government access channel, agency newsletters, and special notices to interested agencies, groups, and persons.
 - c. To ensure that times and locations of public hearings are convenient to potential and actual beneficiaries, the public hearing will be held at varying public locations and times to be announced at least 15 days prior to the meeting with accommodation for persons with physical disabilities. Upon request, the Consortium will make provisions for the special needs of non-English-speaking persons, as well as for the visually and hearing impaired.
- Availability to the public:
 - a. After the development of a proposed AI, the Consortium will publish a summary of the proposed AI and the provision of a public comment period in a newspaper of general circulation, in legible print. The summary will also be published on the County's website.
 - b. The summary will describe the contents and purpose of the AI and will include a list of the locations where copies of the entire proposed Plan may be examined.
 - c. The Consortium will provide a reasonable number of free copies of the AI to citizens and groups that request it.
 - d. The Consortium will provide a period of 30 days after the published notice for comments.
- Comments on the plan: All comments and views of citizens received in writing, or orally at the public hearings, will be considered by the Consortium in preparing the final AI. A summary of these comments or views and a summary of any comments or views not accepted, and the reasons therefore, will be attached to the final AI.

Development of the Consolidated Plan

Prior to the adoption of the Consolidated Plan, the following information will be made available to citizens, public agencies, and other interested parties in the manner and at the time specified.

- **First public hearing:** The Consortium will hold a public hearing during the planning process and prior to the time the proposed Consolidated Plan is published for comment.
 - a. The purpose of the hearing will be to obtain the views of citizens on housing and community development needs, including priority non-housing community development needs, to review program performance for the preceding program year and, if requested, to provide technical assistance on the development of potential activities.
 - b. The Consortium will publish a public notice in a newspaper of general circulation at least 15 days prior to the public hearing. The notice will provide a reasonable explanation of the subject of the hearing, date, time, and place and will provide contacts for accommodating persons with disabilities and non-English-speaking residents. The Consortium will publish the notice in a newspaper of general circulation in legible print, as well as on the County's website. Additional notices may be provided through the government access channel, agency newsletters, and special notices to interested agencies, groups, and persons.
 - c. To ensure that the times and locations of public hearings are convenient to potential and actual beneficiaries, the Consortium will hold the public hearing in the evening at a central location in the county with accommodation for persons with physical disabilities. Upon request, provisions will be made for the special needs of non-English-speaking persons, as well as for the visually and hearing impaired.
- **Notice of funding availability:**
 - a. Upon notification by HUD of the amount of funding to be received for the upcoming program year, the Consortium will publish the following information in legible print in a newspaper of general circulation and on the County's website, www.MarionFL.org.
 - Amount of assistance the jurisdiction expects to receive (including grant funds and program income) and the range of activities that may be undertaken with the funds available.
 - b. Additional notices may be provided through a government access channel, coalition newsletters, and mailings.
 - c. Any funds not committed in any fiscal year or any funds returned to the County by a previous awardee may be distributed to an agency whose application was not chosen, or the funds may be offered under a new notice of funding availability.
- **Availability to the public:**
 - a. After the development of a proposed Consolidated Plan, including a preliminary recommendation of projects, activities, and programs for the upcoming fiscal year, the Consortium will publish the following in legible print in a newspaper of general circulation and on the County's website, www.MarionFL.org.

- A summary of the proposed Consolidated Plan; the estimated amount of grant funds that will benefit persons of low and moderate income; a statement that the jurisdiction's plan to minimize displacement of persons and to assist any persons displaced is available for viewing with the Consolidated Plan; and the provision of a public comment period.
 - b. The summary will describe the contents and purpose of the Consolidated Plan and will include a list of the locations where copies of the entire proposed Consolidated Plan may be examined.
 - c. A reasonable number of free copies of the Consolidated Plan and displacement information will be provided to citizens and groups that request it.
 - d. A period of 30 days after the published notice will be provided for comments.
- *Second public hearing:* After the comment period, a public hearing will be held on the Consolidated Plan and proposed activities by the Board of County Commissioners (BOCC).
 - a. The purpose of the hearing is to provide an opportunity for public comment on the Consolidated Plan and proposed activities to the Marion County Board of County Commissioners (BCC) prior to approval for submittal to HUD.
 - b. The Consortium will publish a public notice to the County's website, www.MarionFL.org, and in legible print in a newspaper of general circulation at least 15 days prior to the public hearing. The notice will provide a reasonable explanation of the subject of the hearing, date, time, and place and will provide contacts for accommodating persons with disabilities.
 - c. The hearing will be held in varying public locations and times to be announced at least 15 days prior to the meeting. Upon request, provisions will be made for the special needs of disabled and non-English-speaking persons, as well as for the visually and hearing impaired.
 - *Comments on the plan:* The Consortium will consider all comments and views of citizens received in writing, or orally at the public hearings, within the publicly noticed timeframe for comment submittals when preparing the final Consolidated Plan and will attach a summary of these comments or views and a summary of any comments or views not accepted and the reasons to the final Consolidated Plan.

Development of the AAP

The AAP is a component of the Consolidated Plan. The AAP describes the County's proposed use of available federal and other resources to address the priority needs and specific objectives in the Consolidated Plan for each program year, the proposed method for distributing funds to local non-profit organizations, and the geographic areas to which the County will direct assistance.

Prior to the adoption of the AAP, the following information will be made available to citizens, public agencies, and other interested parties in the manner and at the time specified.

- *First public hearing:* The Consortium will hold a public hearing during the planning process and prior to the time the proposed AAP is published for comment.

- a. The purposes of the first public hearing will be to obtain the views of citizens on housing and community development needs, including priority non-housing community development needs; to review program performance for the preceding program year; and, if requested, to provide technical assistance on the development of potential activities.
 - b. The Consortium will publish a public notice on the County's website, www.MarionFL.org, and in legible print in a newspaper of general circulation at least 15 days prior to this public hearing. The notice will provide a reasonable explanation of the subject of the hearing, date, time, and place, as well as contacts for accommodating persons with disabilities and non-English-speaking residents. The Consortium may provide additional notices through a government access channel, agency newsletters, and special notices to interested agencies, groups, and persons.
 - c. To ensure that the times and locations of public hearings are convenient for potential and actual beneficiaries, the Consortium will hold the public hearing in the evening at a central location in the county with accommodation for persons with physical disabilities. Upon request, the Consortium will make provisions for the special needs of non-English-speaking persons and the visually and hearing impaired.
- Notice of funding availability:
 - a. Upon notification by HUD of the amount of funding to be received for the upcoming program year, the Consortium will publish the following information in legible print in a newspaper of general circulation, and on the County's website, www.MarionFL.org.
 - Amount of assistance the jurisdiction expects to receive (including grant funds and program income) and the range of activities that may be undertaken with the funds available.
 - b. The Consortium may provide additional notices through the government access channel, coalition newsletters, mailings, and special notices.
 - c. Any funds not committed in any fiscal year or any funds returned to the County by a previous awardee may be distributed to an agency whose application was not chosen, or the funds may be offered under a new notice of funding availability.
 - Availability to the public:
 - a. After the development of a proposed AAP, including a preliminary recommendation of projects, activities, and programs for the upcoming fiscal year, the Consortium will publish the following in a newspaper of general circulation in legible print and to the County's website, www.MarionFL.org.
 - A summary of the proposed AAP; the estimated amount of grant funding that will benefit persons of low and moderate income; a statement that the jurisdiction's plan to minimize the displacement of persons and to assist any persons displaced is available for viewing with the AAP; and the provision of a public comment period.
 - b. The summary will describe the contents and purpose of the AAP and will include a list of the locations where copies of the entire proposed plan may be examined.

- c. The Consortium will provide a reasonable number of free copies of the AAP and displacement information to citizens and groups that request it.
- d. The Consortium will provide a period of 30 days after publishing the notice for comments.
- **Second public hearing:** After the comment period, a public hearing will be held on the AAP and proposed activities by the BOCC.
 - a. The purpose of the hearing is to provide an opportunity for public comment on the AAP and proposed activities to the BOCC prior to approval for submittal to HUD.
 - b. The Consortium will publish a public notice to the County's website, www.MarionFL.org, and in legible print in a newspaper of general circulation at least 15 days prior to the public hearing. The notice will provide a reasonable explanation of the subject of the hearing, date, time, and place and will provide contacts for accommodating persons with disabilities.
 - c. The hearing will be held in varying public locations and times to be announced at least 15 days prior to the meeting. Upon request, provisions will be made for the special needs of disabled and non-English speaking persons, as well as for the visually and hearing impaired.
- Comments on the plan: The Consortium will consider all comments and views of citizens received in writing, or orally at the public hearings, when preparing the final AAP and will attach a summary of these comments or views and a summary of any comments or views not accepted and the reasons to the final AAP.

Consolidated Plan Substantial Amendments

- The following criteria constitute a Substantial Amendment to the Consolidated Plan (see the definition of Substantial Amendments at the end of this document):
 - a. The use of funds changing from one eligible activity to another. Movement of funds from contingency to eligible activities, or movement of residual funds to contingency, are not considered Substantial Amendments.
 - b. An activity not previously identified in the Consolidated Plan or AAP is added.
 - c. A decision making a change in the allocation priorities or a change in the method of distribution of funds.
 - d. The addition or deletion of an activity or project outlined in the one-year AAP.
 - e. The purpose, scope, or beneficiaries of an activity are substantially changed. An activity will be considered substantially changed when any one of the following criteria apply:
 - The activity no longer principally benefits 50 percent of the targeted population as identified in the AAP (e.g., senior citizens in certain areas, low- and moderate-income homeowners, homeless men, residents of X neighborhood instead of Y neighborhood, pregnant teenagers).
 - The activity no longer addresses one of the three national objectives identified in the AAP (e.g., shelter for homeless persons, center for senior citizens, housing for low- and moderate-income households, training as daycare providers) or the activity ceases to address the elimination of slums and blight as identified in the AAP.

- An increase in the amount funded for an activity or project in excess of 50 percent of the original amount proposed for funding.
- Activities that must be dropped due to circumstances beyond the control of the Consortium are not considered Substantial Amendments; i.e., a sub- grantee elects not to proceed with an activity; the activity fails because a property owner refuses to sell, etc. In such instances, no decision process is involved, and it is not necessary to modify or amend the change through the citizen participation process. However, the reallocation of funds to a new activity not previously described in the AAP will be a Substantial Amendment.
- In the case of a local emergency, such as a natural disaster or other large-scale emergency, funds may be allocated to eligible activities needed to assist in disaster relief without triggering a substantial amendment with approval from the BOCC and City Council. The Consortium's process for implementing Substantial Amendments is as follows:
 - a. Publish a notice in a newspaper of general circulation giving the proposed change the Consortium is considering, and the availability of any materials on the change. The notice will provide sufficient information about the amendment to permit informed comment. The notice will be published in a newspaper of general circulation and in legible print and on the County's website. A 30-day comment period will follow the notice of proposed amendment.
 - b. Upon declaration of a State of Emergency, whether federal, state, or local, and a notice of Waiver by the HUD, the Consortium may change (shorten) the time period for public comments per HUD guidelines.
 - c. Upon declaration of a State of Emergency, whether federal, state, or local, and a notice of Waiver by the HUD, the availability of a public hearing shall include a virtual meeting per HUD guidelines.
 - d. The Consortium may make other notifications of the proposed Substantial Amendment as deemed appropriate.
 - e. At the end of the 30-day comment period, the Consortium will consider all comments received prior to preparing the final proposed Substantial Amendment and attach a summary of these comments or views, and a summary of any comment or views not accepted and the reasons, to the Substantial Amendment transmitted to HUD.
 - f. Place the proposed change on the Marion County BOCC and the Ocala City Council's agenda for consideration.
 - g. When adopted, distribute a description of the change, including summaries as described above, to affected cities, agencies, or entities and to all persons or agencies that sent written comments. Also, the Consortium will send a news release to local media.
 - h. Send a description of the changes to HUD, including the summaries described above.

MINOR AMENDMENTS

Minor Amendments (Administrative Transfers) represent any action that changes an activity budget in an AAP by less than 50 percent. These require the signature of the Marion County Community Services department director or designated representative, but do not require

public notice or approval by the county commission.

PERFORMANCE REPORTS

The Consortium will advertise the availability of performance reports for viewing by the general public in legible print in a newspaper of general circulation. The notice will provide sufficient information about the performance report to permit informed comment. A 15-day comment period will follow this advertisement. A summary of these comments will be attached to the performance report. The Consortium may provide additional notices through the government access channels or on the Consortium's websites.

Meetings

The Consortium will provide reasonable and timely notice of all meetings so that all interested parties may have a chance to attend.

Availability to the Public

The Consortium will make available for public inspection the adopted Assessment of Fair Housing, including any revisions to the AI, Consolidated Plan (including Substantial Amendments to said plan), AAP (including amendments), and the performance report described above. The Consortium will, upon request, make these documents available in formats that are accessible to persons with disabilities.

Access to Records

All records and information relating to the Assessment to Fair Housing, the Consolidated Plan, and the use of funds under these plans will be available for public inspection for a period of not less than five years. All documents relevant to the CDBG, HOME, and ESG programs will be made available during normal working hours for citizen review upon request at the locations listed below:

Marion County:
Community Services
2710 E. Silver Springs Blvd.
Ocala, FL 34470
352-671-8770
www.MarionFL.org/CommunityServices
Email: CommunityServices@MarionFL.org

City of Ocala:
Development Services
201 SE Third St.
Ocala, Florida 34471
352-629-8322
www.OcalaFL.gov/CommPrograms

Since older records may be in storage, a waiting period may be necessary while the information is retrieved. In all cases, persons wishing to view archived records or documents are requested to set up an appointment at least 24 hours in advance with Marion County Community Services, so that the requested information may be gathered together. A reasonable number of copies will be made available without charge. Numerous copies are available for a nominal fee in accordance with state law.

Technical Assistance

- Technical assistance will be provided to any low- and moderate-income residents upon request. This assistance may take, but is not limited to, the following forms:
 - a. Staff participation in committee meetings, including coordination of target area committees.
 - b. Workshops for agencies proposing projects.
 - c. One-on-one technical assistance provided in person, over the phone, by email, at a public meeting, or at scheduled and advertised public hearings. The level and type of assistance will be determined as needed on a case-by-case basis.
 - d. Assisting with the establishment of neighborhood planning committees.
- The Consortium may provide other types of technical assistance as deemed appropriate.

Complaints

Any person wishing to make a formal complaint concerning any aspect of the Assessment of Fair Housing (including revisions), Consolidated Plan (including amendments), AAP (including amendments), and performance reports may do so using the contact information provided in the Access to Records section in the previous page. Persons wishing to make a complaint in person should call for an appointment; appointments will occur within a reasonable amount of time from the request. A substantive written response will be made to every written citizen complaint within 15 business days of receipt, when practicable.

Use of the Plan

The Consortium will follow this CPP in the development of the Assessment of Fair Housing, any revisions to the AI, the Consolidated Plan and any corresponding Substantial Amendments, the AAP and any corresponding Substantial Amendments, and the performance report.

Jurisdiction Responsibility

The requirements for citizen participation do not restrict the responsibility or authority of the Consortium for the development and execution of its Consolidated Plan or Assessment of Fair Housing.

Anti-Displacement

The Consortium has adopted an Anti-Displacement and Relocation Policy to minimize the extent to which low- and moderate-income residents will have to leave their homes as a result of the use of these federal dollars. This policy also describes how the Consortium will compensate people who are displaced as a result of the use of these funds, specifying the type and amount of compensation. Projects that include or that will include federal funding (e.g., CDBG) and will acquire, demolish, or rehabilitate a building that has residential or commercial tenants in place must follow the federal relocation requirements of the Uniform

Relocation Act and the Real Property Acquisitions Regulations for Federal and Federally Assisted Programs, as well as Section 104(d), if applicable.

PUBLIC RECORDS

- For questions regarding the application of chapter 119, Florida Statutes, or Marion County's duty to provide public records relating to this CPP, contact the county's custodian of public records at:

Public Records

601 SE 25th Ave.

Ocala, FL 34471

Phone: 352-438-2380

Fax: 352-438-2309

Email: PublicRecords@MarionFL.org

- If the City of Ocala has questions regarding the application of chapter 119, Florida statutes, or the City of Ocala's duty to provide public records relating to this CPP, contact the city's custodian of public records at:

Angel Jacobs

City Clerk Office

110 SE Watula Ave.

Ocala, FL 34471

Phone: 352-629-8266

Fax: 352-629-5208

Email: AJacobs@OcalaFL.gov

DEFINITIONS

Activity—Specific projects developed by funded organizations for targeted beneficiaries.

Analysis of Impediments to Fair Housing Choice (AI)—A document submitted to HUD every five years that, with community participation, identifies fair housing issues and contributing factors and results in prioritizing.

Annual Action Plan (AAP)—A document submitted to HUD annually that, with community participation, summarizes the actions and activities to be undertaken by Marion County and the City of Ocala and specific federal and non-federal resources that will be used yearly to address the priority needs and specific goals identified in the Consolidated Plan. The AAP serves as the application for funding for the CPD formula grant programs (CDBG, ESG, or HOME).

Anti-Displacement and Relocation Policy—In accordance with the 24 CFR Part 42.325, this plan shall indicate the steps that will be taken by Marion County and the City of Ocala consistent with other goals and objectives of the program to minimize the displacement of families and individuals from their homes and neighborhoods as a result of any assisted

activities. The plan shall provide for relocation assistance and one-for-one replacement units.

Applicant/Grantee—The government body that applies for funding under the formula grant and is responsible for complying with all regulations governing the program. For the Consortium, the applicant is the Marion County Commission. The applicant becomes the grantee when funding is received.

Community Development Block Grant (CDBG)—A federally funded grant program established to develop viable communities, including decent housing, a suitable living environment, and economic opportunity for low- and moderate-income persons. The grant also provides funds for the elimination of slums and blight.

Consolidated Plan—A five-year planning document submitted to HUD every five years that, with community participation, identifies the Consortium's affordable housing and community development needs and priorities.

Consolidated Planning Process—The Consolidated Planning process is the means to meet the application requirements for CDBG, HOME, and ESG. This process replaces prior planning and application requirements with a single document and satisfies the submission requirements of the four formula grant programs for local jurisdictions.

Consortium—The Consortium consists of Marion County and the city of Ocala. Marion County serves as the lead agency for the Consortium.

Emergency Solutions Grant (ESG)—A federally funded grant program, formerly the Emergency Shelter Grant, established to engage homeless individuals and families living on the street, improve the number and quality of emergency shelters for homeless individuals and families, help operate these shelters, provide essential services to shelter residents, rapidly re-house homeless individuals and families, and prevent families/individuals from becoming homeless.

Formula grant—As used in this document, this refers to federal grant programs under which the Consortium receives funding as an entitlement (i.e., CDBG, HOME, and ESG).

HOME Investment Partnerships Program (HOME)—A federally funded grant program established to expand the supply of decent, safe affordable housing for persons of low and moderate income and expand the capacity of Community Housing Development Organizations to increase housing opportunities.

National objectives—Each activity, except planning and administrative activities, must meet one of HUD's three national objectives:

- Benefit low- and moderate-income persons.
- Aid in the prevention or elimination of slums or blight.
- Meet community development needs having a particular urgency.

Projects—Groupings of activities that may represent major types of programs funded in action plans and amendments such as housing, economic development, or infrastructure.

Predominately low- and moderate-income neighborhood—Generally defined as a primarily

residential area comprised of census tracts and/or census tract block group(s) in which a least 51 percent of the residents have an income not exceeding 80 percent of the area median income.

Substantial Amendment—As defined by the HUD regulations in accordance with the 24 CFR Part 91.505, a grantee's CPP shall include:

- Changing allocation priorities or methods of distribution.
- Adding an activity not previously identified in the Consolidated Plan or Action Plan.
- Carrying out new activities with CPD funds or changing the purpose, scope, location, or beneficiaries of activity.

U.S. Department of Housing & Urban Development ("HUD")—The federal department that administers the CDBG, HOME, and ESG programs.



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0395

Agenda Item #: 6d.

Submitted By: James Haynes

Presentation By: James Haynes

Department: Community Development Services

FORMAL TITLE:

Award of development opportunity, and an Affordable Housing Agreement, to MCAN, LLC, to construct and sell an affordable housing unit on surplus property in West Ocala identified as Parcel 2849-005-027

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place

PROOF OF PUBLICATION:

Posted for the public on May 28, 2025, via ProRFx

BACKGROUND:

In April 2023, at its annual strategic planning session, Ocala's City Council established addressing the affordable housing shortage as one of its strategic initiatives. In response to this initiative, City staff formed an Affordable Housing Initiative Team to develop ideas and implement strategies to engage for-profit and not-for-profit developers in the development of single-family and multi-family affordable housing projects. The initial "surplus lots" list was established, and an infill strategy was initiated to build single-family structures on scattered sites.

By and through Resolution 2023-40, adopted by City Council on September 19, 2023, the City currently holds an inventory of vacant lots located throughout the city that it intends to offer for sale to qualified for-profit and non-profit developers, builders, partnerships, and/or agencies to develop and construct new affordable housing units.

FINDINGS AND CONCLUSIONS:

On May 2, 2025, the City issued Invitation to Negotiate (ITN) No.: GRM/250249 seeking proposals from qualified firms for the construction of an affordable housing unit. ITN No. GRM/250249 closed on July 8, 2025, with one response from MCAN, LLC.

On August 13, 2025, the City's Selection Committee met for the purpose of evaluating MCAN, LLC's proposal. The proposal received a passing grade from the Committee, and MCAN, LLC, made its formal presentation to the Selection Committee on September 29, 2025. The Selection Committee asked pertinent questions concerning the project and MCCAN, LLC, asked questions about the project's parameters. After the question-

and-answer session, Selection Committee members discussed and individually scored the proposal. MCCAN, LLC, received a final score of 96.40/100 for the project and a Notice of Intent to Award was issued.

- *Project Description:* A single-family residential home, “the Katie Model”, with 1540 square feet of livable area to include three bedrooms, two bathrooms, and a one-car garage.
- *Estimate Cost of Construction:* \$189,003
- *Estimated Purchase Price:* \$229,900

Staff recommends approval of the award of surplus lot 2849-005-027 to MCAN, LLC.

FISCAL IMPACT:

The \$5,366 generated from the property sale will be added to the Affordable Housing Incentive account (112-345-000-000-02-34105) to support future affordable housing initiatives. Once construction is complete, this property will be added back to the tax roll and connected to City electric, water, and sewer services.

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
- Approve with Changes
- Table
- Deny

AFFORDABLE HOUSING AGREEMENT

THIS AFFORDABLE HOUSING AGREEMENT is entered into as of _____, _____, between:

- City of Ocala, a Florida municipal corporation (“City”).
- MCAN LLC, a Florida for-profit corporation (“Developer”).

WHEREAS:

- A. City is the owner of the Property.¹
- B. The Property is currently vacant and unimproved.
- C. On September 19, 2023, City Council for the City of Ocala adopted Resolution 2023-40 including an inventory list, as required by Section 166.0451 of the Florida Statutes, of all real property owned by the City that is appropriate for use as affordable housing.
- D. By and through Resolution 2023-40, the City intends to offer for sale to qualified for-profit and non-profit developers, builders, partnerships and/or agencies for the purposes of developing and constructing new affordable housing units.
- E. The City Issued an Invitation to Negotiate (ITN) GRM/250249
- F. Developer has requested City to convey the Property to Developer for the construction of the Project, and for City to provide the City Incentives, as set forth in this Agreement.
- G. The City Council for the City of Ocala has determined that conveyance of the Property and the City Incentives set forth herein are in the public interest because the construction of the Project will help promote quality of place and a prosperous economy in the City of Ocala by, without limitation, spurring economic development and providing affordable housing solutions in West Ocala.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable considerations, and with the intention that they be legally bound by this Agreement, the parties do hereby agree as follows, which terms shall be binding upon the parties and their respective successors and assigns, as may be applicable.

- 1. **Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings:
 - 1.1. *Adequate Assurance* – The adequate assurance to be provided in connection with City’s conveyance of Property and to consist of one, or a combination, of the following:

¹ Terms capitalized herein and not otherwise defined herein are defined in paragraph 1 below.

- 1.1.1. Cash in an escrow account, maintained in Marion County, Florida, by an escrow agent mutually acceptable to City and Developer. The parties agree that a licensed financial institution maintaining an office in Marion County, Florida, shall qualify as an approved escrow agent.
- 1.1.2. A letter of credit issued by a financial institution licensed to transact business in the state of Florida.
- 1.1.3. Some other adequate financial assurance (other than personal guarantees) reasonably approved by City.
- 1.2. *Affordable* - means that rent payments, mortgage payments, insurance, property taxes and homeowners' association fees, where applicable, do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross income for households qualifying under the definition of "low-income person," "moderate-income person" or "very-low-income person".
- 1.3. *Affordable Housing* – As defined in Section 106-102 of the City Code.
- 1.4. *Affordability Threshold* - The maximum amount (including mortgage principal, interest, taxes, insurance, rent, and utilities) that a dwelling unit can be sold or rented for to be considered affordable housing. This threshold must be no greater than 30 percent of the income of a four-person low-income household earning 120 percent of the median household income for the Ocala MSA. Rental units must be at or below Fair Market Rents for low-income households as established by the United States Department of Housing and Urban Development (HUD).
- 1.5. *Affordable Housing Unit*- A dwelling unit that is available for rent or sale at a price equal to or below the Affordability Threshold as established by United States Department of Housing and Urban Development (HUD).
- 1.6. *Agreement* – This Agreement, as it may from time to time be amended or modified pursuant to its terms and provisions.
- 1.7. *Approval* – The final, unconditional approvals (i.e. issuance of Certificates of Appropriateness, site plan approval and issuance of a building permit) from all applicable governmental agencies reasonably necessary to allow for the immediate commencement of construction of the Project (including, without limitation, all necessary Development Orders), and, if person has objected to the approval, the expiration of time for the filing of an appeal or other challenge, without such an appeal or challenge having been filed.
- 1.8. *Approval Date* – The date on which Approval is obtained for the Project.
- 1.9. *Approved Plans* – The Plans for the Project as approved by the issuance of the Approval for the Project.

- 1.10. *City Code* – The Code of Ordinances of the City of Ocala, Florida.
- 1.11. *City Incentives* – The City Property Donation.
- 1.12. *City Property Donation* – City’s conveyance of the Properties to Developer for nominal consideration.
- 1.13. *Closing* – The delivery of a deed and other documents pursuant to paragraph 6 to Developer for the Property to Developer concurrently with the delivery of the Purchase Price to City.
- 1.14. *Closing Date* – A date for a Closing as set forth in paragraph 6.1.
- 1.15. *Completion* (regardless of whether the term is capitalized) – When construction of the Project is substantially completed which shall be the date when City has issued certificates of occupancy for all housing units and certificates of completion (or similar approval) for any other applicable improvements to be constructed.
- 1.16. *Construction Costs* (regardless of whether the phrase is capitalized) – All actual costs of construction and site development work incurred by Developer in connection with the Project.
- 1.17. *Construction Loan* – A loan or loans from a third party to Developer to permit Developer to pay all or any portion of the Development Costs for the Project and secured by a mortgage on the Property.
- 1.18. *Deadline* – A deadline for performance of an obligation, or an occurrence of a Contingency, under the Schedule as set forth in paragraph 9.
- 1.19. *Develop* (regardless of whether the term is capitalized) – To perform activity associated with the development of the Project including the construction of all the improvements on a Property pursuant to this Agreement. The term is synonymous with “redevelop” under this Agreement.
- 1.20. *Developer Principal* – Principals of MCAN, LLC
- 1.21. *Development Costs* – All Construction Costs; furniture, fixture and equipment costs; and directly related “soft costs” (i.e. design, permitting, professional fees, consulting fees, etc.) incurred in connection with or directly attributable to the Project.
- 1.22. *Development Order* (regardless of whether the term is capitalized) – Issuance of Certificates of Appropriateness, site plan approvals, issuance of building permits or similar action by City and all other government entities with jurisdiction over the Project, or any portion thereof, necessary for Developer, as may be applicable, to develop such portions of the Project pursuant to the requirements of this Agreement.

- 1.23. *Effective Date* – The date or effective date of this Agreement is the date upon which City or Developer last signs this Agreement. [The last party executing this Agreement is authorized to fill in the Effective Date in the blank therefor in the first paragraph of this Agreement.]
- 1.24. *Equity Investment* – Development Costs incurred by Developer as established by documentation provided by Developer.
- 1.25. *Inspection Period* – A period of time beginning on the Effective Date and ending three (3) months thereafter, subject to early termination by Developer pursuant to paragraph 3.4.
- 1.26. *Month* (regardless of whether the term is capitalized) – When used with reference to calculation of dates, shall refer to the monthly anniversary of the starting date or first event for example, two (2) months after July 15, 2023, is September 15, 2023.
- 1.27. *Person* (regardless of whether the term is capitalized) – An individual, corporation, limited liability company, partnership, or similar entity or group of individuals or persons.
- 1.28. *Plans* – The site plan and building plan for the Project, and other applications necessary to obtain a building permit and other Approvals for the Project.
- 1.29. *Project* – The construction of residential dwelling units, and related improvements, as set forth in paragraph 7.2.
- 1.30. *Property* – Individually and collectively the real property on the attached **Exhibit A**.
- 1.31. *Purchase Price* – The sum of FIVE THOUSAND THREE HUNDRED SIXTY-SIX (\$5,366.00), together with Developer's performance of the Requirements under this Agreement.
- 1.32. *Requirements* – The obligations of Developer under paragraph 7 of this Agreement.
- 1.33. *Schedule* – The schedule for performance of certain requirements of this Agreement as set forth in paragraph 9.
- 1.34. *Title Insurance Company* – First American Title Insurance Company, Old Republic Title Insurance Company, or such other title underwriter mutually acceptable to City and Developer.

2. **Purchase and Sale.** Subject to the terms of this Agreement, Developer agrees to purchase from City, and City agrees to sell to Developer, for the Purchase Price, the Property, on the terms and conditions hereinafter set forth.

- 2.1. The City of Ocala, Real Estate Division upon completion of the inspection period shall prepare a contract for sale and purchase of the properties.

3. **Inspection Period.**

- 3.1. Developer's Inspection of the Property. During the Inspection Period, Developer shall have the right to enter upon the Property to make all inspections of the condition of the Property which it may deem necessary, including, but not limited to, soil borings, percolation tests, engineering, environmental and topographical studies, inspections of zoning and the availability of utilities, all of which inspections shall be undertaken at Developer's sole cost and expense. Before entering the Property, Developer or any of Developer's agents so entering shall provide City with proof of appropriate liability insurance covering any and all losses, costs, claims, damages, liabilities, and expenses which might arise from the exercise by Developer, or any of its agents, of the right of entry. Neither Developer nor Developer's agents shall conduct any inspection so as to damage the Property, except damage reasonably resulting from soil borings, but if any such damage occurs, Developer shall restore the Property to its pre-inspection condition no later than fifteen (15) days after the damage occurs. Developer shall, in a timely manner, pay in full the cost of all inspections, investigations, and inquiries of any kind, so that no person or entity shall have the right to file any lien against the Property.
- 3.2. Indemnification. Developer hereby agrees to indemnify City and any other occupants of the Property from, and hold such persons harmless against, all claims, demands and liability, including, but not limited to, attorneys' fees, for nonpayment for services rendered to Developer, for construction liens, or for damage to persons or property arising out of the presence of Developer's agents, employees, surveyors, engineers, contractors, or other third parties under the control of Developer, on the Property. Notwithstanding anything to the contrary set forth in this Agreement, the indemnification and agreement to hold harmless set forth in this paragraph 3.2 shall survive the Closing or the earlier termination of this Agreement (for whatever reason).
- 3.3. Developer's Right to Terminate During the Inspection Period.
- 3.3.1. In the event that Developer's inspection of the Property is unsatisfactory to Developer for any reason whatsoever, Developer may deliver to City, prior to 5:00 p.m. Eastern Time in effect on the final business day of the Inspection Period, written notice of its election to terminate this Agreement (the "*Termination Notice*"). Upon City's timely receipt of the Termination Notice, neither Developer nor City shall have any further rights or obligations hereunder except as otherwise expressly provided herein as surviving termination.
- 3.3.2. If City does not receive notice of termination from Developer by the end of the Inspection Period, Developer's right to terminate as aforesaid shall be deemed waived.

- 3.4. Early Termination of Inspection Period. Developer may, at any time during the Inspection Period, provide written notice (the “*Early Inspection Period Notice*”) of its election to terminate the Inspection Period as of the date of such notice and proceed with this Agreement. Upon City’s timely receipt of the Early Inspection Period Notice, the Inspection Period shall be deemed terminated for purposes of this Agreement including the calculation of any Deadlines hereunder.

4. **Survey; Title Insurance.**

4.1. Survey.

- 4.1.1. Developer shall, prior to the end of the Inspection Period, obtain a survey of the Property and provide such survey to City for its approval. The survey shall comply with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (effective 2/23/21), including those set forth in paragraphs 1 through 4, 6(b), 7(a), 8, 11 and 20 of Table A to such requirements, and shall be certified to Developer and City. The Survey shall contain the descriptions of each Parcel as set forth in the attached **Exhibit A** and shall contain a perimeter legal description of the Property.
- 4.1.2. The survey shall be subject to the parties’ approval during the Inspection Period.
- 4.1.3. The final legal description for the Property shall be determined by the survey as approved by the parties.

4.2. Title Insurance.

- 4.2.1. Developer shall obtain, at Developer’s expense, prior to the end of the Inspection Period, a commitment (the “*First Commitment*”) for an owner’s title insurance policy from Title Company, or from an agent of Title Company selected by Developer, agreeing to insure title to the Property and subject to: no exceptions other than those (the “Permitted Exceptions”) set forth in the attached **Exhibit B**; those which will be discharged prior to or at Closing; and the standard printed exceptions and exclusions from coverage customarily contained in an owner’s policy from the Title Company.
- a. Developer shall provide City a copy of the First Commitment, together with copies of the exception documents, within five (5) business days of receipt of same.
- b. Within twenty (20) days of its receipt of the First Commitment and Survey, Developer shall notify City of any objections relating to the First Commitment or to matters disclosed by the Survey. If Developer fails to do so, it shall be deemed to have accepted the First Commitment and title to the Property

as evidenced thereby, and any additional exceptions to title not set forth on the attached **Exhibit B** shall be deemed to be Permitted Exceptions.

- c. Developer shall take title subject to zoning, restrictions and prohibitions imposed by governmental authority which would not inhibit, restrict or prohibit redevelopment of the Property consistent with this Agreement.
- d. If the First Commitment discloses unpermitted exceptions or matters that render the title non-marketable, City, at its option, shall have forty-five (45) days from the date of receiving written notice of defects from Developer within which to have the exceptions removed from the First Commitment, or the defects cured to the reasonable satisfaction of Developer. If City fails to have the First Commitment exceptions removed or the defects cured within the specified time: (a) Developer may terminate this Agreement; or (b) Developer may elect, upon notice to City within ten (10) days after the expiration of the curative period, to take title as it then is notwithstanding such exceptions or title defects. If Developer fails to provide such notice, City may provide notice to Developer of its intent to terminate this Agreement unless Developer elects, by providing notice to City within ten (10) days of City's intent-to-terminate notice, to accept title as then exists, notwithstanding such exceptions or title defects. If Developer fails to provide timely notice to City of an election to accept title notwithstanding exceptions or title defects within the specified time period after the City intent-to-terminate notice Developer shall be deemed to have elected to terminate this Agreement.

4.2.2. Thereafter, Developer may obtain, during the time period between fifteen (15) and sixty (60) days before the Closing, an updated commitment (the "*Subsequent Commitment*") for an owner's title insurance policy for the Property in an amount acceptable to Developer and approved by Title Company. In the event a Subsequent Commitment contains any unpermitted exceptions or matters that render the title non-marketable, and such exceptions or matters were not set forth in the First Commitment, the following provisions shall apply:

- a. In the event that the new exceptions or matters arise by, through, under or against the City, and were not created pursuant to City's obligations under this Agreement or with Developer's written consent, City shall exercise reasonable diligence in the curing of any such exceptions or matters,

including the payment and discharge of any liens or encumbrances affecting the title of the Property.

- b. Otherwise, the provisions of the last two sentences of paragraph 4.2.1.d. shall apply.

4.2.3. Subsequent to or at closing, Developer, at Developer's expense, may obtain an owner's title policy showing good and marketable title in Developer as of the recording the special warranty deed and subject only to the permitted exceptions and any matters created at closing.

4.3. Closing Affidavits. At Closing, City shall provide all evidence, affidavits, and other documentation reasonably required such that the Policy when issued shall not contain the so-called "standard exceptions" for rights of parties in possession (other than tenants in possession under any leases accepted by Developer as "Permitted Exceptions"), matters of survey (provided that Developer obtains a Survey in accordance with this Agreement), unrecorded easements, and construction liens. The Commitment (and the Policy when issued) will contain an exception for the current year's taxes and taxes for subsequent years, unless the Closing takes place in November or December, in which case the exception for taxes shall be for the year following the Closing and subsequent years.

4.4. Payment. Developer shall be responsible for the expense of the Title Insurance Commitment, and for the premium for the owner's title insurance policy, all mortgagee title coverage and for all endorsements.

5. Payment of Purchase Price.

5.1. Developer shall pay to City the monetary portion of the Purchase Price in cash by cashier's check or by bank wire transfer on the Closing Date.

5.2. Developer and City acknowledge and agree that the Purchase Price consists of not only the nominal monetary amount set forth in paragraph 1.31, but also Developer's performance of its obligations under this Agreement including, without limitation, the Requirements under paragraph 7.

5.3. For purpose of documentary excise taxes, if any, and title insurance, the value of the Property shall be deemed to be FIVE THOUSAND THREE HUNDRED SIXTY-SIX dollars (\$5,366.00). (This paragraph shall not preclude Developer from obtaining a title insurance policy in a greater amount.)

6. Conveyance of Property.

6.1. Closing Date.

6.1.1. The Closing Date shall be a date selected by Developer upon at least ten (10) days written notice to City and shall be within two (2) months

after the Effective Date. Such Closing Date may be extended for up to one (1) month at the option of Developer upon written notice to City, without the necessity of amending this Agreement.

6.2. Form of Conveyance and Closing Costs.

- 6.2.1. City shall convey the Property to Developer pursuant to a special warranty deed subject only to: (a) the current year's taxes and taxes for subsequent years, unless the Closing takes place in November or December, in which case the exception for taxes shall be for the year following the Closing and subsequent years; (b) the Permitted Exceptions; (c) the Reserved Easements as set forth in paragraph 6.4; and (d) the restriction on use set forth in paragraph 7.11.
- 6.2.2. Documentary stamps, if any, on the special warranty deed shall be the expense of Developer.
- 6.2.3. Developer shall pay for the cost of all title insurance commitments, and the owner's title policy if issued, recording of the deed and all expenses associated with any financing.
- 6.2.4. City shall pay for the cost of recording curative instruments.
- 6.2.5. Each party shall pay its respective attorney's fees.
- 6.2.6. City shall execute an owner's affidavit reasonably acceptable to City as may be required by Title Company to remove the so-called "standard exceptions" from any title insurance policy to be issued to Developer following Closing.
- 6.2.7. As the Property is currently owned by City, it is not subject to ad valorem taxes or assessments. Therefore, taxes and assessments will not be prorated as of the Closing. Developer shall be responsible for any ad valorem taxes and assessments that are due and payable on the Property after Closing.

6.3. Adequate Assurance.

- 6.3.1. Developer shall, simultaneously with or prior to Closing of the Property, provide an Adequate Assurance to City in the amount of be of SEVEN THOUSAND TWO HUNDRED NINETY-SIX dollars (\$7,296.00).
- 6.3.2. The form and substance of the Adequate Assurance shall be acceptable to City in its reasonable discretion.
- 6.3.3. In the event the Adequate Assurance is in the form of a letter of credit, or other obligation with an expiration date, Developer shall renew the Adequate Assurance, so it remains effective during the time period set

forth in paragraph 6.3.4 that Developer is required to maintain the Adequate Assurance. Developer shall provide City with proof of such renewal at least thirty (30) days before the expiration of the Adequate Assurance. In the event Developer fails to renew the Adequate Assurance as and when required hereunder, City shall provide Developer with written notice of such default and, in the event, Developer thereafter fails to renew the Adequate Assurance within fifteen (15) days of City's provision of such notice, City shall be entitled to demand payment under the Adequate Assurance. The provisions of this paragraph shall govern over any conflicting provision in paragraph 10.2.3.

- 6.3.4. The Adequate Assurance shall be maintained from the date it is provided to City until Completion of the Project.
- 6.3.5. City may request payment of the Adequate Assurance in the event any Requirement described in paragraph 7 fails to occur or be maintained during the period the Adequate Assurance is required to be maintained.
- 6.3.6. The purpose of the Adequate Assurance is to reimburse or compensate City for its performance of obligations under this Agreement including, without limitation, its conveyance of the Property to Developer for monetary consideration of less than the Property's fair market value, and the City Incentives.
 - a. In the event the Adequate Assurance is paid to City, City shall, except as set forth in paragraph 6.3.6.b, be entitled to retain the full amount of such payment and shall not be obligated to credit Developer with any portion thereof or to otherwise account to Developer for the payment.
 - b. Notwithstanding paragraph 6.3.6.a, in the event that City is paid the proceeds of the Adequate Insurance prior to the date that City has performed (or entered into Contracts with third parties to perform) all of the City Improvements, or paid to Developer the City Reimbursement, City shall pay to Developer, the amount that City determines, in its sole discretion, is the amount of City Incentives that City has not paid under this Agreement by virtue of the non-performance of all City Improvements or non-payment of the City Reimbursement.
 - c. Right-of Reverter in lieu of adequate assurance – In the event Developer has failed to commence construction of the Project or complete the Project within the Deadline set forth in paragraph 9 of this Agreement, and the expiration of any notice and opportunity to cure under paragraph 10.2, City may

request that title to the Property revert to City. City's right of reverter (the "*Right of Reverter*"):

- 1). Shall be set forth in the deed for the Property from City to Developer; and
- 2). Shall be prior and superior to any encumbrances, leases, liens or mortgages placed on the Property.

6.4. Reserved Easements. City has advised Developer that there may be a need to reserve certain easements (the "Reserved Easements") on the Property in connection with Developer's development of the Property and for other public purposes, including easements for electric poles, lines, transformers and other facilities, water and sewer facilities and perhaps other public utilities or improvements.

6.4.1. Prior to the Approval of the Plans, City shall, in its reasonable discretion, determine the location of the Reserved Easements. City shall use good faith efforts to locate the Reserved Easements in a manner that does not interfere with the development of the Project based upon the Plans.

6.4.2. The form of such reservation shall be acceptable to City and Developer (and any lender of Developer, if applicable) in their reasonable discretion and shall be similar to other documents City has utilized to reserve easements on City property conveyed for development or redevelopment, including provisions that require Developer to grant City additional Reserved Easements during the process of constructing the Project.

6.5. AS IS. Except as otherwise expressly provided in this Agreement, City is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to any Property or any portion thereof, including, but not limited to, warranties or representations as to matters of title (other than City's warranty of title set forth in the deed to be delivered at Closing), zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, operating history or projections, valuation, governmental approvals, governmental regulations, or any other matter or thing relating to or affecting the Property including, without limitation, the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the Property. Developer agrees that with respect to the Property, Developer has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of City (except as expressly set forth in this Agreement) or any agent of City. Developer represents that it is a knowledgeable purchaser of real estate and that it is relying solely on its own expertise and that of Developer's consultants, and that Developer will conduct such inspections and investigations of the Property as Developer

deems necessary, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same, and, upon closing, shall assume the risk that adverse matters concerning such Property, including, but not limited to, adverse physical and environmental conditions, which may not have been revealed by Developer's inspections and investigations. Developer's closing hereunder shall be deemed to constitute an express waiver by Developer or its successors and assigns of any right to sue City, and of Developer's right to cause City to be joined in an action, concerning such Property brought under any federal, state, or local law, rule, act, or regulation which prohibits or regulates the use, handling, storage, transportation, or disposal of a hazardous or toxic substance or which requires removal or remedial action with respect to such hazardous or toxic substance, specifically including but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601, et seq. and Part IV of the Florida Air and Water Pollution Control Act, Chapter 403, Florida Statutes. DEVELOPER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, CITY SHALL SELL AND CONVEY TO DEVELOPER, AND DEVELOPER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES, ORAL REPRESENTATIONS (EXCEPT AS SPECIFICALLY PROVIDED HEREIN OR IN THE DEED TO BE DELIVERED AT CLOSING), COLLATERAL TO OR AFFECTING THE PROPERTY BY CITY, ANY AGENT OF CITY, OR ANY THIRD PARTY ACTING FOR OR ON BEHALF OF CITY. The terms and conditions of this paragraph shall expressly survive the closing and not merge into the deeds to be executed and delivered at Closing. This paragraph shall not relieve City from its obligation to construct the City Improvements following Closing.

7. **Requirements of Developer.** Developer agrees to comply with the following Requirements:
 - 7.1. Generally. Developer's development of the Project consistent with this Agreement is a material inducement for City to enter into this Agreement. The opportunity for Developer to develop the Project pursuant to this Agreement, and the other obligations of City pursuant to this Agreement, are material inducements for Developer to enter into this Agreement.
 - 7.2. Project.
 - 7.2.1. Developer shall develop the Project on the Property in accordance with the *Design Guidelines and Minimum Project Specifications* provided in ITN-GRM/250249.
 - 7.2.2. The Project shall provide for the construction of:

- a. A single-family residential home “the Katie Model”, with 1540 square footage (SF) of livable area to include 3 bedrooms, 2 bathrooms, and a one-car garage.
- 7.2.3. Developer’s minimum Development Costs shall be determined by City and Developer at the time of City’s approval of Plans for the Project.
 - a. For purposes of this paragraph 7.2.3, Developer’s Development Cost shall consist solely of the Development Costs paid by Developer for the Project and should not consider the value or amount of any City Incentives.
 - b. Developer shall provide to City documentation (consisting of copies of applicable invoices and corresponding copies of cancelled checks relating to development and construction of the Project) of its Development Costs:
 - 1). Establishing that Developer’s actual Development Costs incurred in connection with the Project were equal to, or in excess of, the amount set forth in paragraph 7.2.3. Developer shall not be required to provide any documentation concerning Development Costs in excess of such amount.
- 7.3. Plans. As and when required by the Schedule, Developer shall submit to City, for approval by City.
- 7.4. City Approval. City’s approval of the Plans shall be evidenced by documents customarily issued by City staff for a project like the Project.
- 7.5. Report to City Council. During the term of this Agreement, Developer shall appear before City Council upon the request of City Council or the City Manager to provide a report on the progress of the proposed Project and the parties’ performance of their obligations under this Agreement. Developer shall not be required, however, to appear more than two (2) times per calendar year.
- 7.6. City Cooperation. City shall exercise its best efforts and cooperate with Developer in submitting and obtaining any state and federal licenses, permits and governmental authorizations necessary, for the Completion of the Project; provided, however, all costs associated therewith shall be the sole responsibility of Developer. City’s obligations shall not affect City’s right and authority to act in regulatory matters in accordance with applicable laws or ordinances.
- 7.7. Utility Requirements. The Project shall be serviced solely by Ocala Electric Utility for electricity after the date on which a certificate of occupancy is issued for the Project.

- 7.8. Developer Payment of Fees. Developer is responsible for all charges for fees for the Project.
- 7.9. Local Professionals. Developer shall endeavor to utilize local professionals, architects, engineers, or contractors in the development of the Project. Nothing set forth herein shall, however, require Developer to take any action or select any professionals, architects, engineers, or contractors that would interfere, in Developer's sole discretion, with Developer developing the Project in a competent, professional and cost-effective manner.
- 7.10. Compliance with Other Provisions of Applicable Law. Developer shall construct the Project in compliance with all applicable laws, regulations and ordinances including the Historic Preservation Code and provisions of the City Code involving platting or dividing real property pursuant to condominiums. The foregoing reference to provisions of the City Code involving platting or dividing of real property shall not be deemed to require Developer to comply therewith if such provisions do not apply on their face.
- 7.11. No portion of the Property may be used for any use other than affordable housing (and related uses) as permitted under the City Code to occur within a residential zoning district). This restriction shall be set forth in the deed to be executed by City at Closing.
- 7.11.1. Developer shall cause the dwelling units to be developed as Affordable Housing ("Affordable Housing Units") in accordance with Code of Ordinances City of Ocala, Florida Sec. 106-105. Developer's affordable housing units shall consist solely of the Units provided by Developer within the affordability threshold for the Project.
- 7.11.2. Developer's affordable housing units must be sold or rented to ensure long term affordability for a period no less than twenty (20) years.

8. **City Incentives.**

8.1. City Property Donation. As set forth in paragraph 5.2, the monetary portion of the Purchase Price is nominal. Therefore, City shall be deemed, at Closing, to have provided Developer with a City Incentive in the amount of the fair market value of the Property (\$12,662) less the monetary portion of the Purchase Price (\$5,366); therefore, the amount of the City Property Donation is \$7,296.

9. **Schedule; Deadlines.**

- 9.1. City and Developer shall perform the following obligations (or the following Contingencies must occur) pursuant to the following schedule ("*Schedule*"); the date by which an obligation is required to be performed, or by which a Contingency must occur, is referred to as the "Deadline" for such obligation or Contingency.

- 9.1.1. City and Developer shall close the transfer of title to the Property on the Closing Date as set forth in paragraph 6.1.
- 9.1.2. Within three (3) months after occurrence of the Closing date, Developer shall obtain Approval for the Project.
- 9.1.3. Developer shall commence construction of the Project within two (2) months after the Approval of the Project.
- 9.1.4. Developer shall cause Completion of the Project to occur within eighteen (18) months after Closing Date.
- 9.1.5. Developer shall cause sale of the unit to an income qualified buyer at or below 120% of the Marion County Average Median Income (AMI) within eighteen (18) months of Completion of the Project.
- 9.2. The schedule in paragraph 9.1 is subject to the following:
 - 9.2.1. Two extensions, each with a duration of two (2) months of the Deadline contained in paragraph 9.1.4 may be provided by the City Manager or designated representative. Developer shall request such extension in writing not less than fifteen (15) days prior to the expiration of the Deadline, which request shall state the good cause for the extension. The City Manager shall not unreasonably withhold or condition approval of a request for an extension.
 - 9.2.2. Developer shall be entitled to an automatic extension to the Deadline for Completion provided in paragraph 9.1.4 caused due to any failure of the City to perform any of its obligations within the Deadline therefor as set forth in this paragraph 9. Such extension shall be equal to the actual number of days of any such delay.
 - 9.2.3. Except as provided in paragraph 9.2.1, 9.2.2 or pursuant to other express provisions of this Agreement (e.g., in paragraph 12), there shall be no other extension of any performance obligation except through formal amendment of this Agreement.
- 9.3. Attached hereto as **Exhibit C** is a spreadsheet of a sample timeline (the “*Timeline*”) demonstrating the Schedule set forth in paragraph 9.1.
 - 9.3.1. The Timeline is merely an example of the calculation of dates pursuant to such schedule; because the performance of certain obligations will likely occur prior to the exact date of the Deadline therefor as set forth in the Timeline, it is very unlikely that the Timeline will reflect the actual schedule.
 - 9.3.2. In the event of a conflict between the Timeline and paragraph 9.1, the provisions of paragraph 9.1 shall prevail.

10. **Default.**

- 10.1. Force Majeure. Neither party shall be held in default of this Agreement for any delay or failure of such party in performing its obligations pursuant to this Agreement if such delay or failure is caused by Force Majeure as set forth below.
- 10.2. Notice and Opportunity to Cure. Prior to declaring a default hereunder, the non-defaulting party must provide the defaulting party with written notice and at least thirty (30) days to cure such default.
 - 10.2.1. Provided, however, if the default is of a nature that cannot be reasonably cured within such 30-day period, then the defaulting party shall be allowed a reasonable period of time to cure such default provided that it diligently commences the cure within the 30-day period and thereafter undertakes and pursues such cure.
 - 10.2.2. Further provided, however, that no prior notice or opportunity to cure need to be provided concerning a party's failure to close as and when required by this Agreement.
 - 10.2.3. In addition to the foregoing provisions concerning notice and an opportunity to cure, in the event that City desires to demand payment under any Adequate Assurance, City must (except as expressly set forth in other provisions of this Agreement), after expiration of the foregoing time periods for notice and opportunity to cure, provide Developer with an additional written notice and at least thirty (30) days to cure such default.
- 10.3. Remedies. The Non-Defaulting Party may pursue, following the occurrence of default and expiration of any necessary notice or opportunity to cure, all remedies at law or equity against the defaulting party, including, without limitation:
 - 10.3.1. Termination of this Agreement based upon a default prior to Closing;
 - 10.3.2. Specific performance based upon a default by City before Closing, or default by City or Developer after Closing; or
 - 10.3.3. Any other remedies specifically set forth in this Agreement (including City demanding payment of the Adequate Assurance or Right-of-Reverter).
- 10.4. Remedies Not Exclusive. The specific rights and remedies to which City and Developer are entitled under this Agreement are not exclusive and are intended to be in addition to any other means of redress which City or Developer may have under this Agreement.
- 10.5. No Consequential Damages. Notwithstanding paragraph 10.3, under no circumstances will City or Developer be liable for consequential damages,

including lost profits, the right to such damages being expressly waived.

10.6. **No Waiver.** The failure by City or Developer to promptly insist on strict performance of any provision of this Agreement shall not be deemed a waiver of any right or remedy that City or Developer may have and shall not be deemed a waiver of a subsequent default or nonperformance of such provision.

10.7. **Effect of Termination.** In the event that a party terminates this Agreement under this paragraph 10 or any other provision of this Agreement:

10.7.1. Prior to conveyance of the Property, this Agreement shall be deemed terminated in its entirety; or

10.7.2. After conveyance of the Property, such termination shall not affect the obligations of the parties as to the Project.

11. **Survival.** Notwithstanding the termination of this Agreement (except a termination of the entire Agreement under paragraph 10.3.1) or the prior performance by the parties hereunder, the following paragraphs of this Agreement shall survive and remain effective: paragraph 10.5, and 14 through 27.

12. **Force Majeure.** Delays in performance due to: fire; flood; hurricane; tornado; earthquake; windstorm; sinkhole; unavailability of materials, equipment or fuel; war; declaration of hostilities; terrorist act; civil strife; strike; labor dispute; epidemic; archaeological excavation; act of God or nature; or any other matter beyond the control of the party obligated to perform that constitutes an excuse under Florida law based upon the doctrine of “impossibility of performance,” shall be deemed events of Force Majeure and such delays shall be excused in the manner herein provided. If a party is delayed in any performance required by this Agreement because of an event of Force Majeure, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such party is delayed. The party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating its anticipated duration. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the occurrence of unreasonable additional costs and expenses to overcome any loss of time that has resulted. Specific references in this Agreement to deadlines as to which Force Majeure shall apply shall not be interpreted as intending to exclude the application of Force Majeure from other performance.

13. **Assignment; Interest Transfer.**

13.1. Developer may not, without the written consent of City which may be withheld or conditioned by City in its sole discretion, assign its rights or obligations under this Agreement, in whole or in part, until the Completion of the Project.

13.2. No membership interest in Developer may be transferred (an “Interest Transfer”) until Completion of the Project except as follows:

- 13.2.1. An interest held by a Developer Principal may be transferred to (a) another Developer Principal, (b) an entity in which the Developer Principals, individually or collectively, own at least 51% ownership and voting interests, or (c) any trusts, all of the beneficial interests of which are owned by Developer Principals, individually or collectively, or their immediately family members; or
- 13.2.2. Upon the written consent of City, which may be withheld or conditioned by City in its sole discretion.
- 13.3. Following Completion of the Project:
 - 13.3.1. Developer may assign this Agreement in whole or in part; and
 - 13.3.2. Any Interest Transfer may be made.
- 13.4. Promptly after any Interest Transfer before Closing, Developer shall provide notice thereof to City which shall include sufficient information for City to determine whether the Interest Transfer was permissible under this Agreement; such information could include an affidavit from a Developer Principal with personal knowledge of the matters set forth therein and need not be copies of operating agreements, partnership agreements or other documents that Developer deems confidential.
- 13.5. In the event of permitted assignment hereunder, and to the extent of the assignment:
 - 13.5.1. The assignee will have all rights and obligations of Developer.
 - 13.5.2. The assignee shall be entitled to amend the provisions of this Agreement without the joinder or consent of Developer.
 - 13.5.3. The assignee shall be permitted to terminate this Agreement as otherwise provided in this Agreement without the joinder or consent of Developer or any prior assignee.
 - 13.5.4. In the event of an assignment in connection with a sale of all of Developer's rights in a Project, the assignor shall be released from all liability under this Agreement for actions or inactions after, but not before, such assignment.
- 13.6. By executing this Agreement, Developer agrees, and by accepting any assignment, each assignee agrees, to the foregoing provisions of this paragraph 13 concerning the ability of an assignee to amend or terminate this Agreement.
14. **City's Police Powers.** Nothing in this Agreement shall serve to affect or limit City's police powers in the exercise of rezoning decisions or other governmental action

associated with the proposed redevelopment of the Property or any Development Order associated therewith.

15. **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on City's potential liability under state or federal law. As such, City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, that exceeds the applicable limit of liability under applicable law (currently Section 768.28(5), Florida Statutes). This paragraph shall survive termination of this Agreement.
16. **Resolving any Invalidity.** City and Developer hereby agree that in the event this Agreement or the economic incentives described herein are ever challenged by any person and held to be invalid by a court of competent jurisdiction, each will cooperate with the other, in good faith, to resolve the invalidity or pursue a valid alternative means to secure a substantially similar and equitable financial arrangement which the parties acknowledge was the inducement for Developer undertaking the Project.
17. **Real Estate Commission.** Developer represents and warrants to City, and City likewise represents and warrants to Developer, that they have neither dealt nor negotiated with any broker or finder in connection with the sale of the Property to the Developer, each party hereto agrees to indemnify and hold the other harmless from any and all claims, demands, causes of action or other liability, and all costs and expenses, including reasonable attorney's fees and disbursements incurred in defending against any such claims, arising from or pertaining to any brokerage commission, fees, cost or other expense which may be claimed by any broker or person by reason of any claims arising out of the actions of the Developer (as to the indemnity obligations of Developer) or arising out of any actions of the City (as to the indemnity obligations of City).
18. **Notice.**
 - 18.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by Communication complying with the terms of this paragraph:
 - 18.1.1. For City: City Manager, 110 SE Watula Avenue, Ocala, FL 34471; email: plee@ocalafl.gov.
 - a. With copy to: James Haynes, Director, Community Development Services,

201 SE 3rd Street, 2nd Floor, Ocala, FL 34471; email: jhaynes@ocalafl.gov.

18.1.2. For Developer: Mark Hart, III, MCAN, LLC; 1521 SW 12th Avenue, Suite 800, Ocala FL 34471 email: mcanllcfl@gmail.com, Phone (352) 572-2793

18.2. Each such Communication shall be deemed delivered:

18.2.1. On the date of delivery if by personal delivery;

18.2.2. On the date of email transmission if by email (subject to paragraph 18.5); and

18.2.3. If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.

18.2.4. Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.

18.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with paragraph 18.2.

18.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.

18.5. Concerning Communications sent by email:

18.5.1. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received;

18.5.2. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns;

18.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

18.5.4. The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and

18.5.5. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.

19. **Successors and Assigns.** All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.
20. **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.
21. **Severability.** In the event any of the terms and provisions of this Agreement are determined to be unenforceable, for any reason whatsoever, such unenforceability shall in no way affect or eliminate the enforceability of all of the remaining terms and provision of this Agreement.
22. **Mutuality of Negotiation.** Developer and City acknowledge that this Agreement is a result of negotiations between Developer and City and the Agreement shall not be construed in favor of, or against, either party as a result of that party having been more involved in the drafting of the Agreement.
23. **Time.**
 - 23.1. Time is of the essence of all of the provisions and terms of this Agreement.
 - 23.2. If a time period is five (5) days or less, intervening Saturdays, Sundays or legal holidays will be excluded from the calculation.
 - 23.3. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall automatically extend to 5:00 p.m. on the next ensuing business day.
 - 23.4. For purposes of this Agreement, a "legal holiday" means: (a) the days set aside by Section 110.117, Florida Statutes, for observing New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day; (b) Christmas Eve (if City recognizes that as a paid holiday for City staff); and (c) any day upon which the Clerk of the Court of Marion County, Florida, is closed for ordinary business.
 - 23.5. For purposes of this Agreement, a "business day" means any day other than Saturdays, Sundays or legal holidays.

24. **Further Action.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
25. **JURY WAIVER.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, 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 THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
26. **Exhibits.**
- 26.1. All exhibits attached to this Agreement are incorporated by reference.
- 26.2. The following exhibits are attached to this Agreement:
- 26.2.1. **Exhibit A** – Property.
- 26.2.2. **Exhibit B** – Permitted Exceptions.
- 26.2.3. **Exhibit C** – Timeline.
- 26.2.4. **Exhibit D** – Design Guidelines and Minimum Project Specifications.
27. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified, or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.

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SIGNATURES START ON NEXT PAGE**

IN WITNESS WHEREOF, each of the parties hereto set their hand and seal on this Agreement as of the day and year set forth immediately beneath their respective signatures.

CITY

ATTEST:

**City of Ocala, a Florida municipal
corporation**

Angel B. Jacobs
City Clerk

Kristen M. Dreyer
President, Ocala City Council

Approved as to form and legality

William E. Sexton
City Attorney

DEVELOPER

**MCAN, LLC a Florida for-profit
corporation**

By: _____
Mark Hart, III, Owner

Date: _____

EXHIBIT A
PROPERTY

Property is identified by Marion County Parcel ID 2849-005-027 described as follows:

SEC 18 TWP 15 RGE 22
PLAT BOOK D PAGE 004
OAK RIDGE
BLK E LOTS 27.28 & W 18 FT OF LOT 29

EXHIBIT B
PERMITTED EXCEPTIONS

None (except for matters to be included in the deed to be executed at Closing, and Reserved Easements).

EXHIBIT C TIMELINE

Next Dimension Builders **DEADLINES**

Effective Date ("ED")

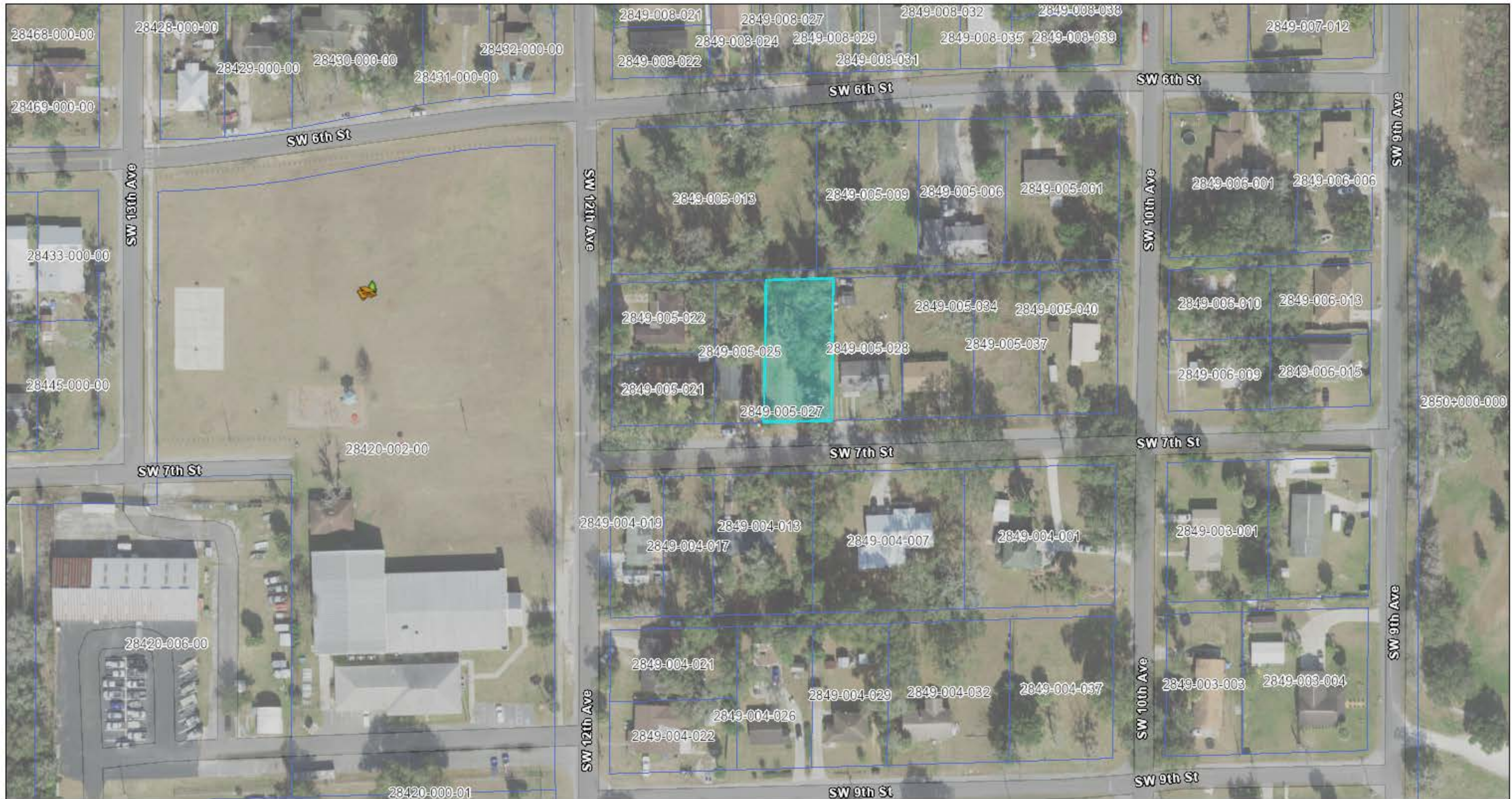
1/2/2026

	ITEM	PAR. #	MONTHS	AFTER	DEADLINE DATE	COMMENTS
1	Closing Date	6.1.1.	3	Effective Date	4/2/2026	Assumes Developer request one month extension as set forth in paragraph 6.1.1.
2	Approval for the Project (Permitted)	9.1.2	3	Closing Date	7/2/2026	Paragraph 9.1.2
3	Developer to commence construction	9.1.3.	2	Closing Date	9/2/2026	Assumes Developer commences construction on last day of its Deadline
4	Developer to cause Completion of Project	9.1.4.	18	Developer commences construction	3/2/2027	Assumes Developer completes the project on the last day of its Deadline

*Executed Date may change based on the execution date of the last party.

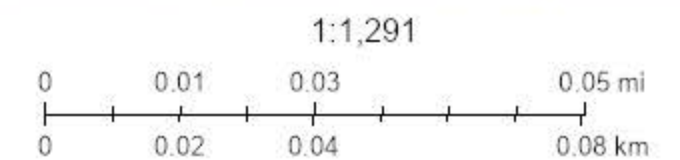
EXHIBIT D
DESIGN GUIDELINES AND MINIMUM PROJECT SPECIFICATIONS
(See attached document.)

Parcel 2849-005-027



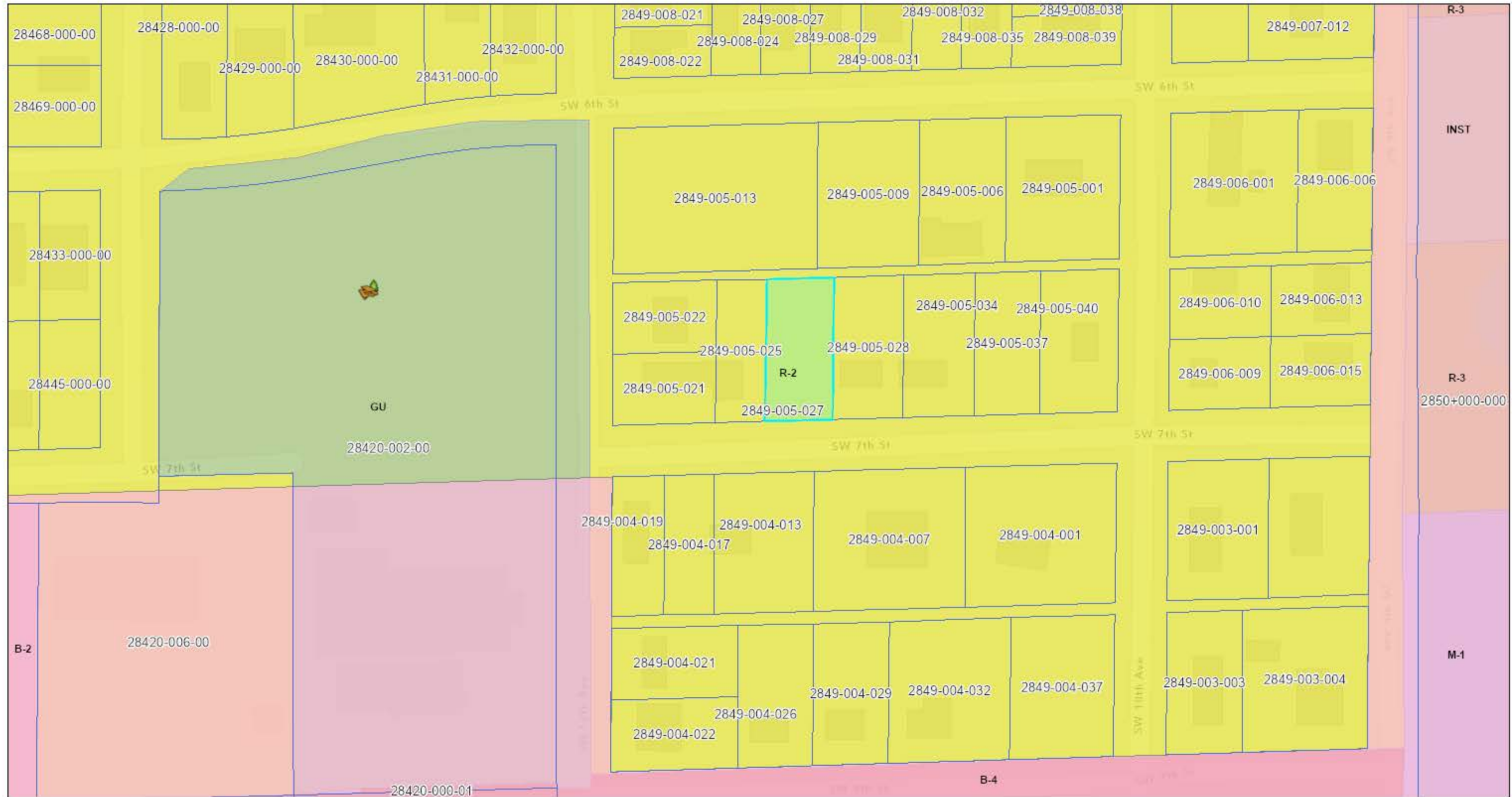
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|-------------|------------------------------|------------------------------|
| Parcels | World Imagery | High Resolution 30cm Imagery |
| City Parks | Low Resolution 15m Imagery | Citations |
| City Limits | High Resolution 60cm Imagery | 30cm Resolution Metadata |



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, State of Florida, Microsoft, Vantor

Parcel 2849-005-027



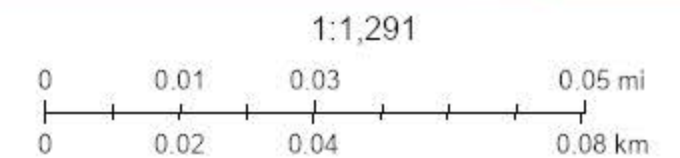
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- Parcels
- City Parks
- Community Redevelopment Area
- West Ocala CRA

- Zoning**
- B-2: Community Business
- B-4: General Business
- GU: Governmental Use

- INST: Institutional
- M-1: Light Industrial
- R-2: Two-Family Residential

- R-3: Multi-Family Residential
- City Limits



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

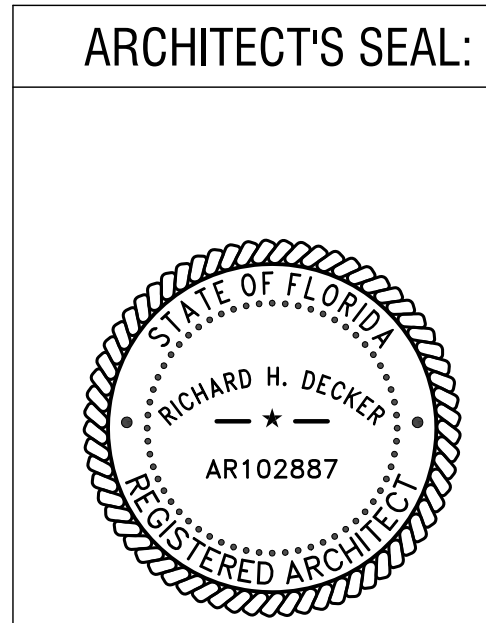
MCAN, LLC New Construction SFR Schedule of Values
1101 SW 7th Street Parcel Number: 2289-005-027

Land Cost	4,878
Survey	795
Engineered Plan Set Signed and Blueprints	895
Builder's Risk Policy	897
Permit Fees	8900
Site Work, Build House Pad, GEO Testing	7300
Dumpster and Toilet (6 months)	1805
Water Meter and Electric Service (6 months estimated)	2795
Plumbing: Ground Rough, Tub Set, Final Trim, Water / Sewer Connection	8,832
Slab, Termite pre-treat	14,230
Block and Lintel	10,760
Framing Labor	4,000
Framing Materials: Truss, Lumber Package	11,750
Windows, Materials and Labor	4,280
Exterior Doors, Materials and Labor	2,947
Roof Shingles	6,835
Electrical: Ground Rough, Framing Ruff, Final Trim	8,100
HVAC: Overhead Rough, Final Trim, Blower Door Test (14.2 Seer 7287.00)	9,784
Insulation R30 Batts in all living areas	2,187
Drywall Materials: Boards, Tape, Mud, Cornerbead, Durock	3,872
Drywall Labor	2,900
Stucco	3,100
Bath / Shower Tile Materials	950
Bath / Shower Tile Labor	1,750
Soffit & Fascia	1,850
Flooring Lifeproof LVP	3828
Flooring Labor	2100
Painting Materials: Exterior, Interior, Trim and Doors	2733
Painting Labor	3000
Cabinets	5980
Counter Tops and Sinks	3450
Millwork Labor	750
Millwork: Interior Doors, Baseboards, Casing	2811
Garage Door w/Opener	1,900
Finishing Trim: Bath-Door hardware, Mirrors, Fans, Lighting	2587
Finishing Trim: Shelving, Window Blinds, Mailbox, House Numbers	1100
Finishing Trim Labor	500
Appliance Package 6 piece (delivery, parts, install included)	4100
Site Work: Driveway and Final Grade	2500
Conctete Flat Work, Termite final treatment	4500
Sod and Landscape	3200
Contingencies 5% of cost (171,431)	8572
Total Project Cost	180,003
Projected Closing Cost 8%	9,000
	189,003
Estimated Affordable Housing Purchase Price (New SFR sold 9/23 for 240k)	229,900
Project cost and Estimated Closing Cost	189,003
Estimated Project Profit	40,897



ARCHITECT:
RICHARD H. DECKER,
AR102887
D4 BLU DESIGN, INC.
P.O. BOX 771043
OCALA, FL 34474

THIS DESIGN IS PROPERTY OF
D4 BLU DESIGN, INC. AND MAY
NOT BE REPRODUCED WITHOUT
WRITTEN CONSENT.



CONTRACTOR INFO:

DRAWING DATE:
PERMIT 12/19/24

PROJECT NAME:
A NEW CUSTOM HOME
FOR
MCAN 5

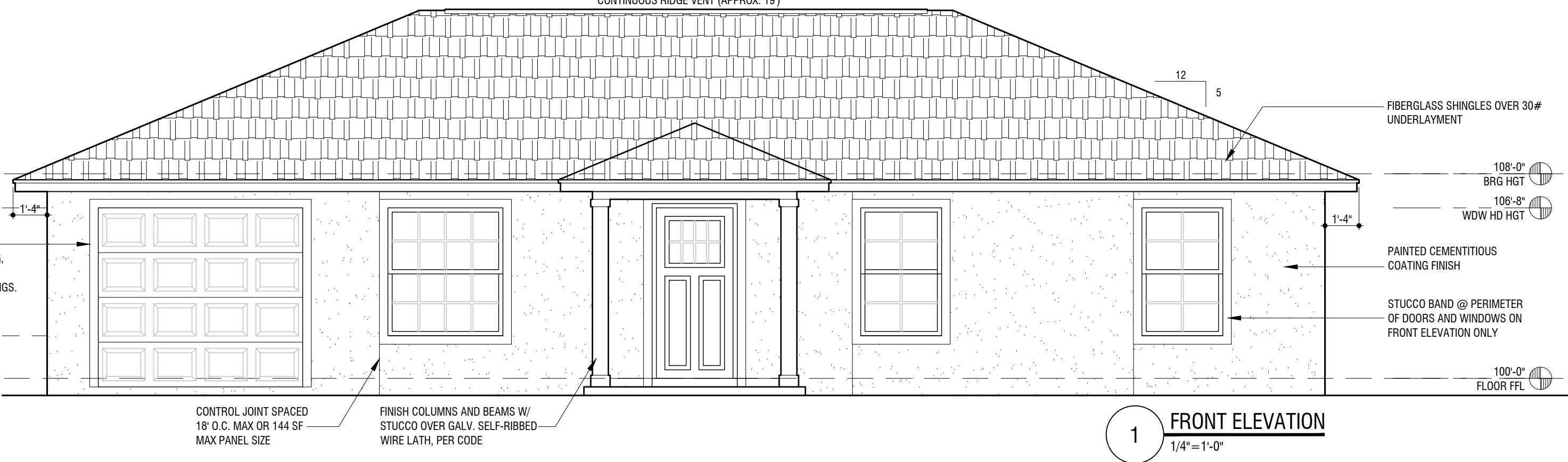
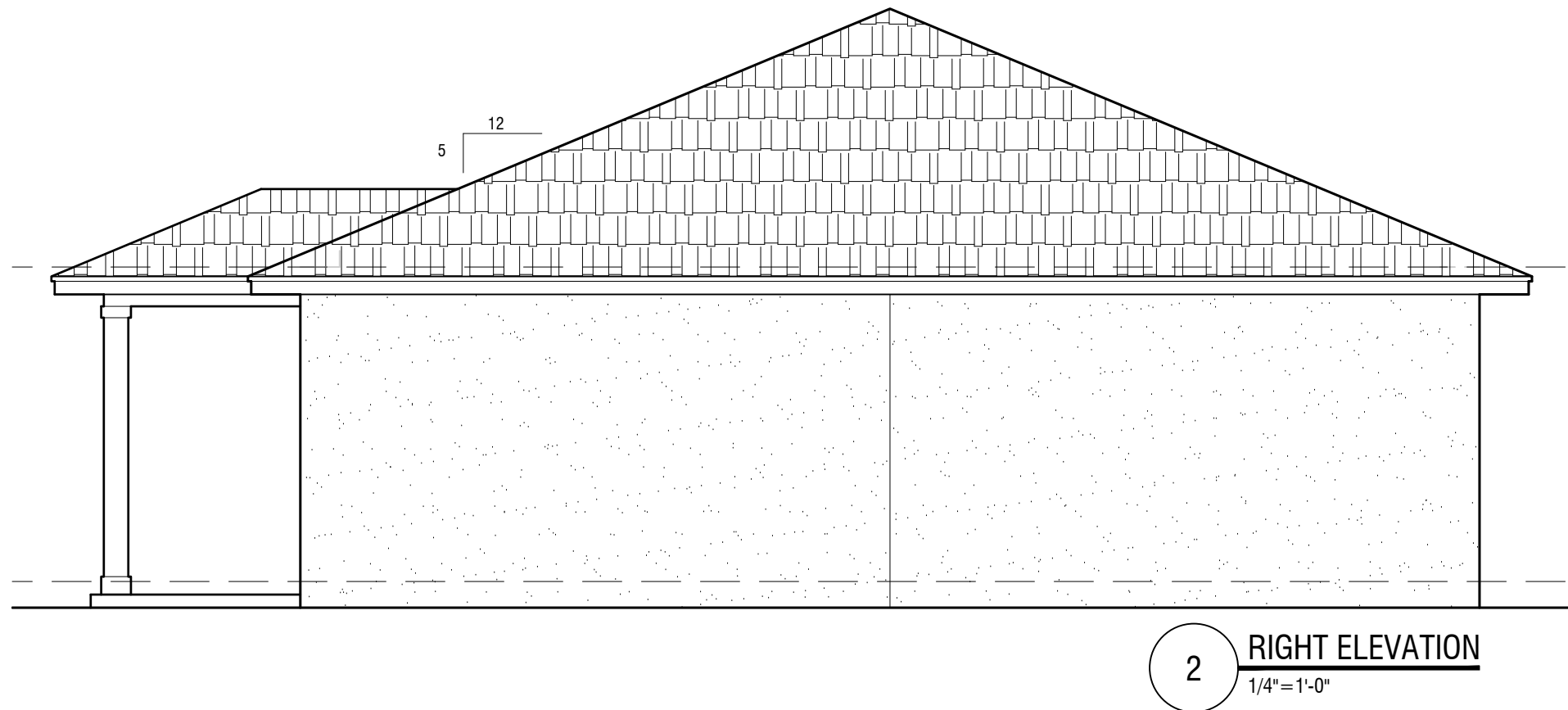
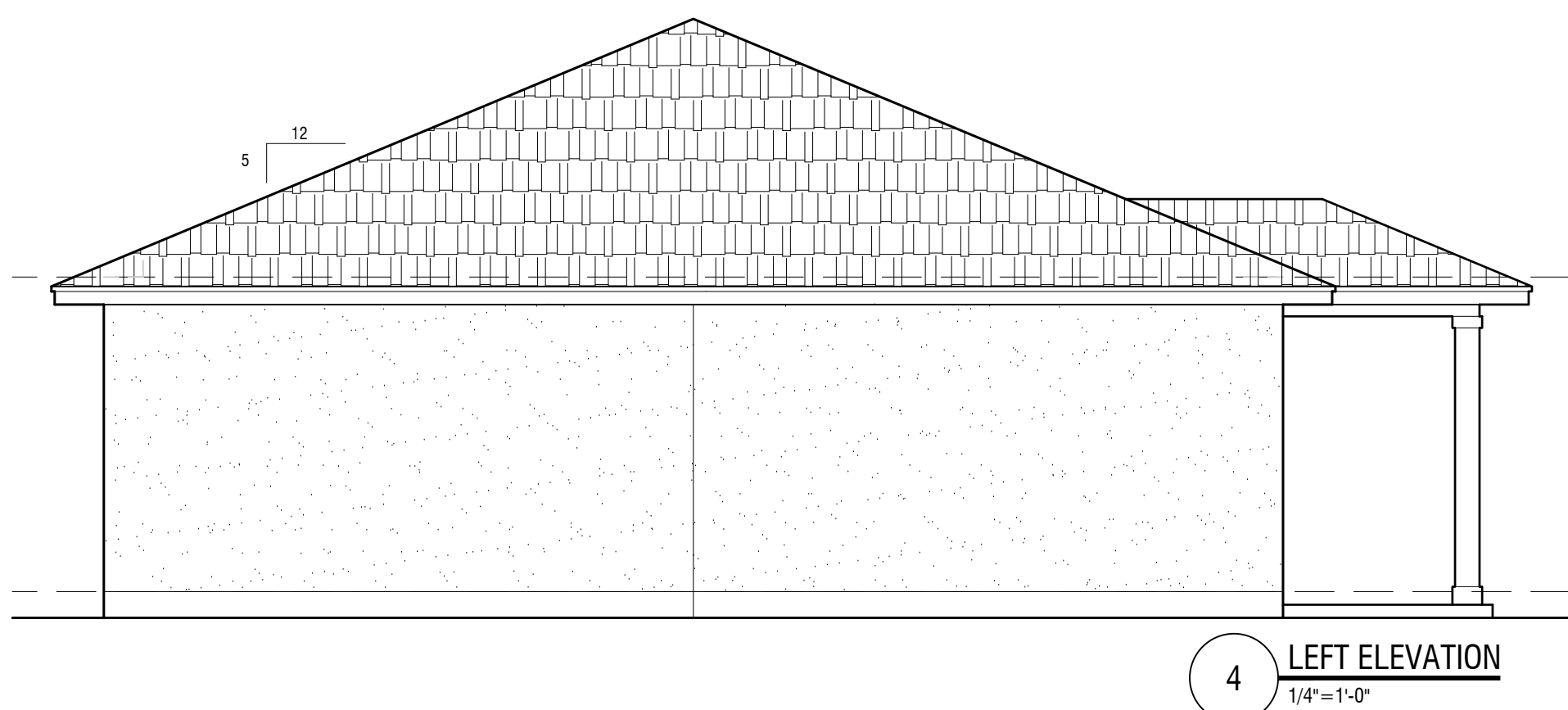
PROJECT LOCATION:
PARCEL #: 2262-011-005
OCALA, FL 34471

SHEET No.
A1
CODE INFORMATION AND
EXTERIOR ELEVATIONS
SHEET 1 OF 5

GENERAL EXTERIOR ELEVATION NOTES

- ALL EXTERIOR FINISHES TO BE INSTALLED PER MANUF. SPECS. AND TO MEET OR EXCEED APPLICABLE CODES.
- GC TO COORD. ANY EXTERIOR WALL MOUNTED ELEMENTS, INCLUDING BUT NOT LIMITED TO, LIGHTING AND VENTILATION.
- EXTERIOR GRADE BEYOND BUILDING TO SLOPE AWAY FROM STRUCTURE, SEE SECTIONS.
- COORD. ROOF ATTIC VENTILATION W/ GCs ROOFING SUBCONTRACTOR, IF REQUIRED.

ATTIC VENTILATION REQUIREMENTS:
1,500 SF @ 1/300 = 5 SF (720 sq REQUIRED)
PROVIDED:
RIDGE VENT 4.5sqft @ 19' = 85.5 sq
220 SF OF VENTED SOFFIT W/ 5.87 sq OF NET-FREE AREA
PER SF = 1,291.4 sq
TOTAL PROVIDED:
1,376.9 sq = 9.18 SF OF NET-FREE AREA PROVIDED



COMPONENT AND CLADDING

	ZONE	EFFECTIVE WIND AREA	ULTIMATE DESIGN WIND SPEED	
			140	
WALLS	4	10	25.5	-27.7
	4	20	24.4	-26.6
	4	50	22.8	-25.1
	4	100	21.7	-23.9
	5	10	25.5	-34.1
	5	20	24.4	-31.9
HIP ROOF > 20 TO 27 DEGREES (5/12 = 23°)	5	50	22.8	-28.8
	5	100	21.7	-26.6
	1	10	22.1	-39.6
	1	20	19.1	-35.1
	1	50	15.1	-29.1
	1	100	12.1	-24.6
	2	10	22.1	-54.7
	2	20	19.1	-47.1
	2	50	15.1	-37.2
	2	100	12.1	-29.7
COMPONENT AND CLADDING LOADS FOR A BUILDING WITH A MEAN ROOF HEIGHT OF 30 FEET LOCATED IN EXPOSURE C (EXPOSURE B + 1.4) COEFFICIENT PER ASCE 7-22				

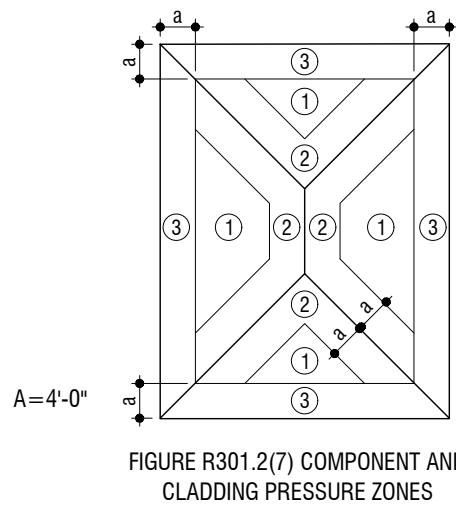


FIGURE R301.2(7) COMPONENT AND CLADDING PRESSURE ZONES

GENERAL CONSTRUCTION NOTES

ALL MAY NOT APPLY. IF SHEET 'SN' IS PROVIDED ALL STRUCTURAL NOTES ON SHEET 'SN' TAKE PRECEDENCE.

GENERAL

- G-1 THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO FABRICATION OR START ON CONSTRUCTION.
- G-2 THE GENERAL CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE, THE WORK PERSONS, AND OTHER PEOPLE DURING CONSTRUCTION. HE SHALL SUPERVISE AND DIRECT THE WORK AND BE RESPONSIBLE FOR ALL CONSTRUCTION.
- G-3 ALL WORK SHALL MEET OR EXCEED THE 2023, 8th EDITION FLORIDA BUILDING CODE, FLORIDA FIRE PREVENTION CODE, NATIONAL ELECTRIC CODE, AMERICANS WITH DISABILITIES ACT, AND ALL CURRENT APPLICABLE LOCAL, STATE, AND FEDERAL CODES AND ORDINANCES.
- G-4 PROVIDE INFORMATION FOR ALL MATERIALS, PRODUCTS AND SYSTEMS, INCLUDING TEST DATA AND COLOR SAMPLES AS REQUIRED BY ENGINEER AND OWNER.
- G-5 THE GENERAL CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UNDERGROUND AND OVERHEAD UTILITIES PRIOR TO THE COMMENCEMENT OF ANY DIGGING OR GRADING.
- G-6 PROVIDE GREEN BOARD (OR CEMENT BOARD IF TILED) OF EQUIVALENT THICKNESS IN ALL AREAS PRONE TO THE DEVELOPMENT OF HIGH HUMIDITY, IE: RESTROOMS, COVERED PORCHES, ETC. ALL INTERIOR WALLS TO BE (UNLESS NOTED OTHERWISE) 2x4 PT SOLE PLATE, 2x4 SP NO 2 TOP PLATE, AND 2x4 CONST GRADE STUDS @ 16" O.C., FINISHED W/ 1/2" GWB EACH SIDE. COORD. TEXTURE W/ OWNER.
- G-8 PROVIDE A 3" MINIMUM AUTOMATIC CLOTHES WASHER MACHINE STANDPIPE CONNECTION ABOVE SLAB AS REQUIRED, PER IRC PLUMBING 406.2, TABLE 709.1(6).
- G-9 ANY DISCREPANCIES ON PLANS AND/OR VERSUS EXISTING CONDITIONS SHALL BE BROUGHT TO THE E.O.R. OR A.O.R. IMMEDIATE ATTENTION.
- G-10 GCs MECHANICAL, PLUMBING AND ELECTRICAL, SUB-CONTRACTORS TO PROVIDE PERMIT DOCUMENTS INCLUDING REQUIRED PLANS, DETAILS, SPECIFICATIONS, ETC. REQUIRED FOR PERMIT. GC SHALL COORDINATE WITH THE PROVIDED ARCHITECTURAL AND STRUCTURAL PLANS. THE GENERAL CONTRACTOR SHALL COORDINATE ALL MECHANICAL, AND ELECTRICAL DRAWINGS FOR ANCHORS, EMBEDS AND SUPPORTS OR ANY OTHER ITEMS WHICH AFFECT THE STRUCTURAL DRAWINGS.
- G-11 WHERE TRANSITIONS IN FLOOR AND/OR GRADE ELEVATION CHANGE THERE IS NOT A CODE REQUIREMENT FOR A HANDRAIL AND/OR GUARDRAIL UNLESS SHOWN ON PLANS. IT IS THE OWNER'S DISCRETION TO OMIT OR ADD HANDRAILS AND/OR GUARDRAILS TO AREAS WITH AN INHERENT FALL RISK. THE A.O.R. OR E.O.R. DO NOT TAKE ANY EXCEPTION TO ADDING THE RAILING, SUCH THAT IT MEETS THE LOCAL AND STATE CODES. FURTHERMORE THE A.O.R. OR E.O.R. DO NOT TAKE RESPONSIBILITY FOR AREAS OF FALL RISK THAT DO NOT REQUIRE FALL PROTECTION BY LOCAL AND/OR STATE LAWS AND CODES.

FOUNDATION

- F-1 ALL ORGANIC MATERIALS, REFUSE MATERIALS OR SOFT AREAS SHALL BE REMOVED AND SOIL PREPARED FOR AN ALLOWABLE BEARING PRESSURE OF 2000 P.S.F..
- F-2 SHOULD THE CONTRACTOR DISCOVER ANY CONDITION WHICH COULD PREVENT THE ATTAINMENT OF THE STATED DESIGN PRESSURE THEY SHALL NOTIFY THE ENGINEER IMMEDIATELY.

SLAB ON GRADE

- F-3 COMPACT INTERIOR FILL TO 95% MINIMUM MAX DRY DENSITY (MODIFIED PROCTOR, ASTM D1557-58T OPTIMUM MOISTURE CONTENT). SOIL COMPACTION SHALL BE FIELD CONTROLLED BY A REPRESENTATIVE FROM A QUALIFIED LABORATORY APPROVED BY THE ENGINEER. EACH LAYER OF FILL SHALL NOT EXCEED 10" AND SHALL BE COMPACTED PRIOR TO THE PLACEMENT OF THE NEXT FILL LAYER.
- F-4 ALL FLOOR SLABS SHALL BE PLACED UPON A 4" THICK SAND LAYER FOR FINE GRADING.

STRUCTURAL LUMBER

- L-1 ALL STRUCTURAL AND LOAD BEARING WALL SHALL HAVE A MINIMUM FB=1200 P.S.I.
- L-2 WALL WITH A HEIGHT GREATER THAN 9' SHALL HAVE INTERMEDIATE BRIDGING SPACED NOT GREATER THAN 72" APART.
- L-3 LOAD BEARING WALLS SHALL HAVE DOUBLE SYP#2 TOP PLATES AND SOLE PLATE ON MASONRY SHALL BE PRESSURE TREATED.
- L-4 ALL LUMBER THAT COMES IN CONTACT WITH CMU OR CONCRETE SHALL BE PRESSURE TREATED AND OR PROVIDE GALV. PLATES AS INDICATED BY TRUSS OR CONNECTOR MANUFACTURER FOR SPECIFICATION AND INSTALLATION TECHNIQUES.

STRUCTURAL STEEL

- S-1 STEEL WORK SHALL CONFORM TO THE AISC SPECIFICATIONS FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS (USE THE LATEST EDITION).

CONCRETE AND REINFORCING

- C-1 CONCRETE WORK SHALL CONFORM TO ACI STANDARD BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.
- C-2 CONCRETE SHALL HAVE A MINIMUM 28 DAY STRENGTH AS FOLLOWS: FOUNDATIONS, FILLED CELLS, CONCRETE BEAMS, 3000 P.S.I. SLABS ON GRADE 3000 P.S.I.
- C-3 REBARS SHALL CONFORM TO ASTM A-615 GRADE 40, AND 30" LAP AT ALL JOINTS SLAB WITH FIBER MESH OR WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185.
- C-4 COVER FOR REINFORCING SHALL BE AS FOLLOWS UNLESS NOTED: FOOTING: 3" SLABS ON GRADE: 1 1/2" FROM TOP BEAMS: 1 1/2" (ON STIRRUPS)
- C-5 VERTICAL REBAR WALL REINFORCING SHALL BE STANDARD HOOK WITH A PROJECTION OF 30" MIN. ABOVE SLAB AND A 7" MIN. EMBEDMENT.

MASONRY

- M-1 ALL MASONRY CONSTRUCTION SHALL CONFORM TO ACI STANDARD BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES (ACI 530-14).
- M-2 ALL CONCRETE BLOCKS SHALL CONFORM TO ASTM C 90, 28 DAY STRENGTH MUST EQUAL 2000psi, FM SHALL EQUAL 1500psi LAID IN A RUNNING BOND.
- M-3 ALL MORTAR SHALL BE TYPE S OR M.
- M-4 REINFORCE ALL CMU WALLS WITH A CONTINUOUS HORIZONTAL BOND BEAM GROUTED SOLID AND REINFORCE WITH A MINIMUM OF (1) #5 REBAR WITH A 30" OVERLAP AT EACH JOINT.
- M-5 WHERE SHOWN, ALL VERTICAL CELLS OF BLOCK MASONRY SHALL BE FILLED WITH 3000psi GROUT HAVING A 28 DAY STRENGTH OF 3000psi AND A GROUND SLUMP NOT LESS THAN 8". REINFORCE WITH A MINIMUM OF (1) #5 VERTICAL REBAR WITH A MINIMUM 30" OVERLAP AT EACH JOINT.
- M-6 GROUT FOR FILLED CELLS SHALL BE POURED OR PUMPED IN LIFTS NOT TO EXCEED 10'-0" IN HEIGHT AND SHALL BE CONSOLIDATED AT THE TIME OF POURING BY RODDING OR VIBRATING.
- M-7 PROVIDE KNOCKOUTS IN CMU AT THE BASE OF EACH FILLED CELL TO ALLOW VISUAL VERIFICATION OF COMPLETE GROUT PENETRATION.

FLASHING

PER FBC 2023 RESIDENTIAL. TO BE COORD. W/ MANUF.

R703.4FLASHING.

APPROVED METAL FLASHING, VINYL FLASHING, SELF-ADHERED MEMBRANES AND MECHANICALLY ATTACHED FLEXIBLE FLASHING SHALL BE APPLIED SHINGLE-FASHION OR IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. METAL FLASHING SHALL BE CORROSION RESISTANT, FLUID-APPLIED MEMBRANES USED AS FLASHING SHALL BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. ALL FLASHINGS SHALL BE APPLIED IN A MANNER TO PREVENT THE ENTRY OF WATER INTO THE WALL CAVITY OR PENETRATION OF WATER TO THE BUILDING STRUCTURAL FRAMING COMPONENTS. SELF-ADHERED MEMBRANES USED AS FLASHING SHALL COMPLY WITH AAMA 711. ALL EXTERIOR FENESTRATION PRODUCTS SHALL BE SEALED AT THE JUNCTURE WITH THE BUILDING WALL WITH A SEALANT COMPLYING WITH AAMA 800 OR ASTM C920 CLASS 25 GRADE NS OR GREATER FOR PROPER JOINT EXPANSION AND CONTRACTION, ASTM C1281, AAMA 812, OR OTHER APPROVED STANDARD AS APPROPRIATE FOR THE TYPE OF SEALANT. FLUID-APPLIED MEMBRANES USED AS FLASHING IN EXTERIOR WALLS SHALL COMPLY WITH AAMA 714. THE FLASHING SHALL EXTEND TO THE SURFACE OF THE EXTERIOR WALL FINISH. APPROVED FLASHINGS SHALL BE INSTALLED AT THE FOLLOWING LOCATIONS:

- EXTERIOR WINDOW AND DOOR OPENINGS. FLASHING AT EXTERIOR WINDOW AND DOOR OPENINGS SHALL EXTEND TO THE SURFACE OF THE EXTERIOR WALL FINISH OR TO THE WATER-RESISTIVE BARRIER COMPLYING WITH SECTION 703.2 FOR SUBSEQUENT DRAINAGE. MECHANICALLY ATTACHED FLEXIBLE FLASHINGS SHALL COMPLY WITH AAMA 712. FLASHING AT EXTERIOR WINDOW AND DOOR OPENINGS SHALL BE INSTALLED IN ACCORDANCE WITH ONE OR MORE OF THE FOLLOWING:
 - THE FENESTRATION MANUFACTURER'S INSTALLATION AND FLASHING INSTRUCTIONS, OR FOR APPLICATIONS NOT ADDRESSED IN THE FENESTRATION MANUFACTURER'S INSTRUCTIONS, IN ACCORDANCE WITH THE FLASHING MANUFACTURER'S INSTRUCTIONS. WHERE FLASHING INSTRUCTIONS OR DETAILS ARE NOT PROVIDED, PAN FLASHING SHALL BE INSTALLED AT THE SILL OF EXTERIOR WINDOW AND DOOR OPENINGS. PAN FLASHING SHALL BE SEALED OR SLOPED IN SUCH A MANNER AS TO DIRECT WATER TO THE SURFACE OF THE EXTERIOR WALL FINISH OR TO THE WATER-RESISTIVE BARRIER FOR SUBSEQUENT DRAINAGE. OPENINGS USING PAN FLASHING SHALL INCORPORATE FLASHING OR PROTECTION AT THE HEAD AND SIDES.
- IN ACCORDANCE WITH THE FLASHING DESIGN OR METHOD OF A REGISTERED DESIGN PROFESSIONAL.
- IN ACCORDANCE WITH OTHER APPROVED METHODS.
- IN ACCORDANCE WITH FMA/AAMA 100, FMA/AAMA 200, FMA/WDMA 250, FMA/AAMA/WDMA 300 OR FMA/AAMA/WDMA 400.
- AT THE INTERSECTION OF CHIMNEYS OR OTHER MASONRY CONSTRUCTION WITH FRAME OR STUCCO WALLS, WITH PROJECTING LIPS ON BOTH SIDES UNDER STUCCO COPINGS.
- UNDER AND AT THE ENDS OF MASONRY, WOOD OR METAL COPINGS AND SILLS.
- CONTINUOUSLY ABOVE ALL PROJECTING WOOD TRIM.
- WHERE EXTERIOR PORCHES, DECKS OR STAIRS ATTACH TO A WALL OR FLOOR ASSEMBLY OF WOOD-FRAME CONSTRUCTION.
- AT WALL AND ROOF INTERSECTIONS.
- AT BUILT-IN GUTTERS.

CODE INFORMATION

THIS PROJECT IS DESIGNED TO MEET THE REQUIREMENTS OF:
2023 8th EDITION FLORIDA RESIDENTIAL CODE
OCCUPANCY: SINGLE FAMILY RESIDENTIAL
CONSTRUCTION TYPE: VB, UNPROTECTED, UNSPRINKLERED

STRUCTURAL LOADS (SEE STRUCTURAL, STRUCTURAL ENGINEER'S DESIGN SUPERSEDES)

ROOF LIVE LOADS -	20 PSF
ROOF DEAD LOADS -	20 PSF
WIND SPEED -	140 M.P.H. - 3 SECOND GUST

SOIL BEARING CAPACITY (SEE STRUCTURAL, STRUCTURAL ENGINEER'S DESIGN SUPERSEDES, TO BE VERIFIED BY GCs CONTRACTED GEOTECHNICAL ENGINEER)

MINIMUM CODE REQUIREMENTS - 2000 LB PSI
MINIMUM COMPACTION - 95% MODIFIED PROCTOR MAX DRY DENSITY

SHEET INDEX

A1	CODE INFORMATION AND EXTERIOR ELEVATIONS
A2	FLOOR PLAN AND ELECTRICAL PLAN
SN	STRUCTURAL NOTES
S1	FOUNDATION PLAN AND BEAM PLAN
S2	ROOF FRAMING PLAN AND STRUCTURAL DETAILS

PROJECT DESCRIPTION

A NEW 1,540 SF HOME COMPRISED OF LIVING, KITCHEN, 3 BEDROOMS, 2 BATHROOMS, AND 1-CAR GARAGE.

AREA TABULATION

LIVING	1,165 SF		OVERALL 1,540 SF
GARAGE	335 SF		
FRONT ENTRY	40 SF		
TOTAL	1,540 SF		

The Katie Model

1540 SF

3 Bedroom | 2 Bath | One Car Garage

Bedrooms: 3

Primary Bedroom Dimensions: 13.0 X 12

Bedroom 2 Dimensions: 11 X 10

Bedroom 3 Dimensions: 11 X 10

Master Bath has a large Shower and built-in Linen closet

Bath II has Tub and built-in Linen closet

Kitchen and Dining

Dining Room Dimensions: 11 X 14

Kitchen Dimensions: 13 X 14

Built-In Features

Ceiling Fans (4)

Cathedral Ceiling in Livingroom and Kitchen area

Open Floorplan

Solid Surface Counters

Flooring: Luxury Vinyl

One Car Garage, Paved Driveway, Sidewalk

Automatic Garage Door Opener w/ Remote

Appliances

Dishwasher

Microwave

Range

Refrigerator

Washer and Dryer

Land Info

TBD

MCAN, LLC

Residential Services: New Construction | Remodeling | Rentals

Transmittal Letter
for MCAN, LLC
7/6/2025

Legal name

MCAN, LLC
Certified Residential Contractor: CRC1335195
1521 SW 12th Avenue Suite 800 Ocala, FL 34471
352-572-2793 Cell, 352-867-7526 Office

Authorized Signer

Mark Hart III, AMBR
Chenita S Hart, AMBR

Statement acknowledging receipt and review

I, Mark Hart III acknowledge Exhibits, Terms, and Conditions of the ITN have been received.

Statement of experience

MCAN, LLC was founded in 2017 with the purchase of our first investment property. In 2020, under the guidelines of the City of Ocala Affordable Housing Incentive, our first new construction project was built. We have completed nine new construction projects in SW Ocala and currently have one new SFR under construction. The previous eight were built under Southwestern Enterprises LLC (farther retired due to age) All projects under Southwestern were 100% under the financial and supervision of Mark & Chenita Hart. The current project is under my license received in March of this year.

Development History

BLD25-0698 1707 SW 7th Street Ocala, FL 34471
3/2/1 SFR 1550sf Currently under construction

BLD23-1578 1695 NW 16th Court Unit 1, Unit 2
Ocala, FL 34475
3/2 Duplex 2281sf Completed on time and on budget

BLD21-2575 2334 SW 2nd Street Ocala, FL 34471
3/2 w/Carport 1440sf Completed on time and on budget

BLD21-3218 2326 SW 2nd Street Ocala, FL 34471
3/2 w/Carport 1440sf Completed on time and on budget

BLD20-1886 2011 SW 7th Street Ocala, FL 34471
3/2 w/Carport 1440sf Completed on time and on budget

Project completed for others:

BLD22-2475 1603 NW 18th Court Ocala, FL 34475
2/1 SFR 940sf Completed on time and on budget

BLD23-1726 2151 NW 7th Street Unit 1, Unit 2
Ocala, FL 34475
1/1 Duplex 1426sf Completed on time and on budget

BLD23-1723 1664 NW Martin I King Ave Unit 1, Unit 2
Ocala, FL 34475
1/1 Duplex 1426sf Completed on time

BLD23-1349 825 NE 12th Street Unit 1
Ocala, FL 34470
2/1 Duplex 700sf Renovation completed on time and on budget

Creditworthiness

We currently have three credit lines for construction to start and complete the project. Cogent Bank (1), and Mid FL Credit Union (2).

State of Florida License

Certified Residential Contractor: CRC1335195

Development Team Composition

Legal name of the Developer:

Mark Hart III agent for MCAN, LLC Certified Residential Contractor

Chenita S Hart agent for MCAN, LLC

Richard Decker, Architect D4blu Design, Inc AR102887

No member of the development team is certified with the State of Florida as a Minority Business Enterprise

Development Team Roles

Mark Hart III: Manage all phases of construction

Chenita S Hart: Love on the subcontractors and sign checks

Richard Decker: Design and Engineer construction documents required by the city building officials.

Development Team Availability

Mark Hart III 80%

Chenita S Hart 10%

Richard Decker 10%

Experience and Qualifications

Mark, Chenita and Richard have worked together on all the projects listed 2020 to current.

BLD25-0698 1707 SW 7th Street Ocala, FL 34471
3/2/1 SFR 1550sf Currently under construction

BLD23-1578 1695 NW 16th Court Unit 1, Unit 2
Ocala, FL 34475
3/2 Duplex 2281sf Completed on time 10/2024

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3/2 w/Carport 1440sf Completed on time 07/2022

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3/2 w/Carport 1440sf Completed on time 06/2022

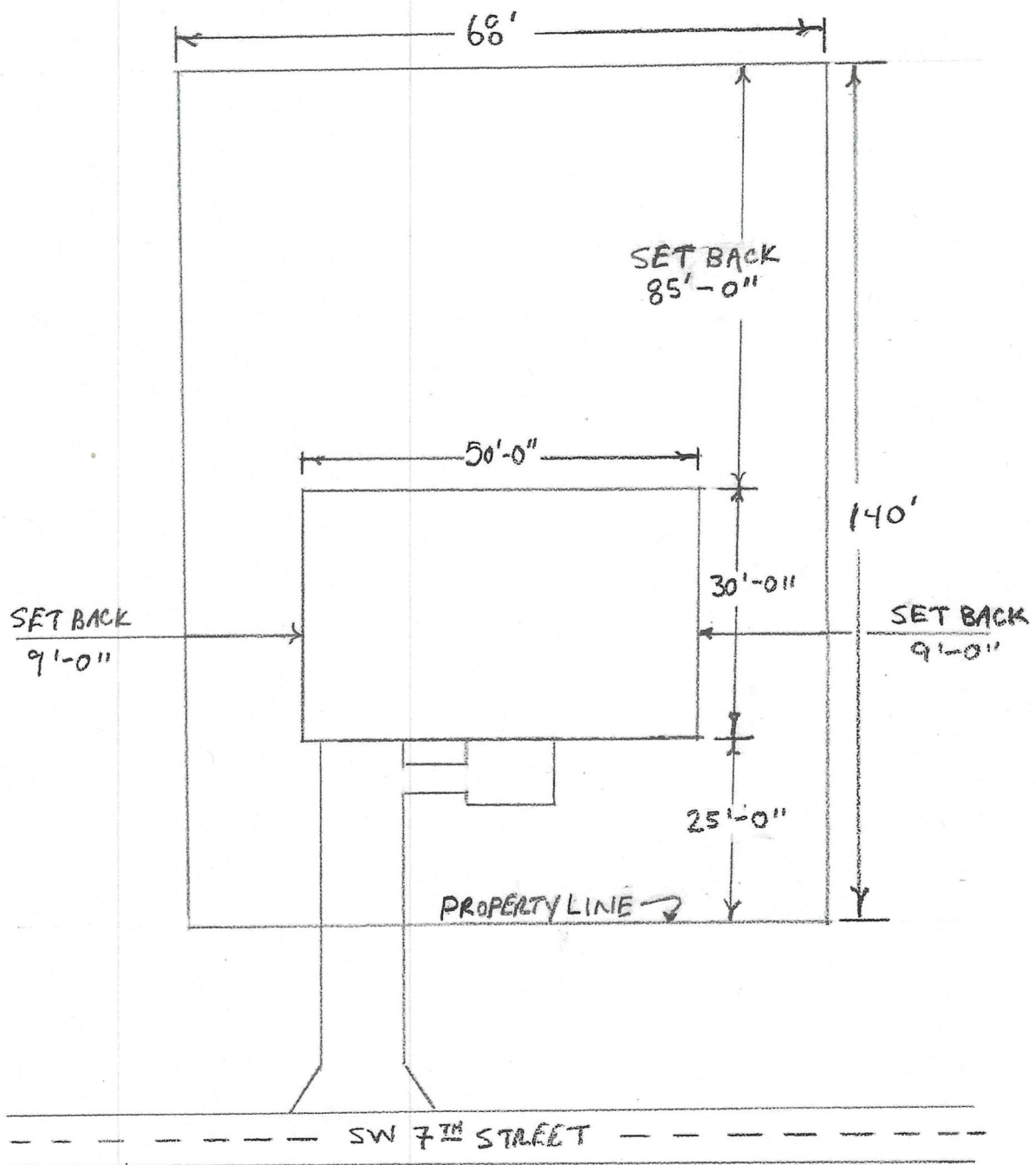
BLD20-1886 2011 SW 7th Street Ocala, FL 34471
3/2 w/Carport 1440sf Completed on time 03/2021

BLD21-1807 2327 SW 6th Street Ocala, FL 34471
3/2 w/Carport 1440sf Completed on time 07/2020

Development Approach and Project Summary

As Ocala natives, Mark and Chenita have been in the real estate arena since purchasing Chenita's family home in 2017. We saw a need for high quality affordable housing in our community. We concentrated our efforts in our childhood neighborhood and our driving motivation is that we need to be able and willing to live in our homes. Each home is designed to provide maximum efficiency and comfort while still being able to be offered for an affordable price for rental or purchase. We have begun the process of reaching out to agencies who work with individuals in need of housing. Some of the contacts made have been with the Ocala Housing Authority, Cava – Domestic Violence Assistance, Project Hope – Single moms who were homeless or nearly homeless. We are meeting with representatives to make possible availability known.

The 3/2/1 SFR will be set back 25 feet from the property line and will feature a concrete driveway extending to the road and sidewalk. The house will be a traditional modern concrete block home in scale with the neighborhood. 1540 total square feet with 1165 square feet of living space. Similar projects have sold for \$220,000 to \$239,000 in the neighborhood. Our goal is for our homes to be attainable for first time home buyers and renters. We have a current tenant with Ocala Housing Authority Assistance paying 1648.00 for a similar house in this neighborhood.
A proposed Site Plan is included with this document



PROJECTED SITE PLAN
1101 SW 7TH STREET

Project Finances

We will be using our established construction lines of credit to finance this project. We currently have three credit lines for construction to start and complete the project. Cogent Bank (1), and Mid FL Credit Union (2).

A Revised Schedule of Values with the land acquisition cost is included with this document.

Development Schedule

6 – 9 months from start to completion of the SFR (estimated)

Phase 1, 30-45 days

Engineered Plans, Survey, Permitting

Phase 2, 30-45 days

Site work, Plumbing ground rough, Slab poured, Walls erected

Phase 3, 30-45 days

Framing, Plumbing tub set, HVAC rough, Electrical rough, Windows and Doors installed, Roof dry-in, Order cabinets

Phase 4, 30-45 days

Roof shingles, Insulation, Drywall, Stucco, Painting, Flooring, Cabinet and counters installed, Millwork, Interior doors, Garage door

Phase 5, 30-45 days

Start advertising the property to potential buyers or renters, Final Plumbing, Final HVAC, Final Electrical, Power turned on, Final interior painting of millwork and doors, Shelving, Mirrors, Window blinds, Door hardware

Phase 6, 30-45 days

Driveway and sidewalk poured, Final grading, Sod and Landscaping, Mailbox, Final inspections and CO

MCAN, LLC New Construction SFR Schedule of Values
1101 SW 7th Street Parcel Number: 2289-005-027

Land Cost	4,878
Survey	795
Engineered Plan Set Signed and Blueprints	687
Builder's Risk Policy	897
Permit Fees	8900
Site Work, Build House Pad, GEO Testing	7300
Dumpster and Toilet	1805
Water Meter and Electric Service (6 months estimated)	2795
Plumbing: Ground Rough, Tub Set, Final Trim, Water / Sewer Connection	8,832
Slab, Termite pre-treat	14,230
Block and Lintel	10,760
Framing Labor	4,000
Framing Materials: Truss, Lumber Package	11,750
Windows, Materials and Labor	3,868
Exterior Doors, Materials and Labor	2,742
Roof Shingles	6,835
Electrical: Ground Rough, Framing Ruff, Final Trim	7,980
HVAC: Overhead Rough, Final Trim, Blower Door Test	7,442
Insulation R30 Batts in all living areas	2,187
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Cabinets	5200	
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Appliance Package 6 piece (delivery, parts, install included)	4100	
Site Work: Driveway and Final Grade	2500	
Concrete Flat Work, Termite final treatment	4500	
Sod and Landscape	3200	
Contingencies and Contractor Fee 10% of total cost	15938	
Interest Charges		TBD

Total Project Cost	183,202
Projected Closing Cost	18571
Project cost and Estimated Closing Cost	201773
Estimated Affordable Housing Purchase Price	229,900
Project cost and Estimated Closing Cost	196,895
Estimated Project Profit	28,127

Developer Equity

Project will be 100% financed by MCAN, LLC

Rental Project Information

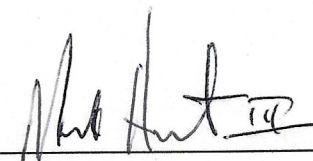
We currently have 6 rental units and as many as 3 have been rented by section 8 tenants. We have a rapport with the Ocala Housing Authority and are versed in making properties available to their clients.

Homeownership Project Information

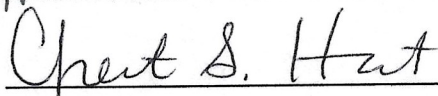
Our goal currently is to provide an affordable housing option for families in our community.

MCAN, LLC

Mark Hart III, AMBR

A handwritten signature in black ink, appearing to read "Mark Hart III", written over a horizontal line.

Chenita S Hart, AMBR

A handwritten signature in black ink, appearing to read "Chenita S. Hart", written over a horizontal line.

SELECTION COMMITTEE FINAL SCORING



Bid Name: **GRM/250249 Development Opportunity - Affordable Housing - 2849-005-027**

ProRFx ID: RFP RFP05282500000072

Solicitation No: **RFP# GRM/250249**

Buyers Name: David Williams

Email: dwilliams@ocalafl.gov

Proposer Name	Office Location	Scoring
MCAN, LLC.	Ocala, FL	96.40

Prepared by: David Williams

DESIGN GUIDELINES AND MINIMUM PROJECT SPECIFICATIONS

Developer/Contractor shall be responsible for providing all labor, materials, and equipment necessary to perform the services as described in the solicitation documents and in strict accordance with the current **Florida Building Code**. If a conflict exists, the more stringent regulation/specification shall govern. Developer/Contractor shall immediately notify the City Project Manager of any discovered conflicts.

This work includes, but is not limited to the following:

Architecture and Structural Components

- **Building Materials** - All homes should be constructed with different materials, including concrete block on the first floor, and be covered with durable exterior materials. No exposed concrete block is permitted. Alternative construction materials may be considered with regard to weather resistance, durability, aesthetics, and neighborhood compatibility.
- **Concrete Driveway** - Provide and install a new concrete driveway and driveway apron, location TBD.
- **Entry Doors (Exterior Rated)** – Steel or fiberglass on rot-proof jams with rot-proof exterior trim. Stainless steel security hinges, with door stops. ADA-compliant door threshold, typical
 - Front Entry Door: Swinging – 3'-0" x 6'-8", 6-panel (or similar design), Fiberglass or Steel, Peephole Viewer, Model DS238 **OR** Equivalent with Kwikset SmartKey lever-style ADA-compliant keyed-entry lockset. Matching deadbolt in brushed nickel or oil rubbed bronze finish
 - Rear Entry Door: If drawings call for a sliding glass door, then follow the window specifications, or Swinging – 3'-0" x 6'-8", 6-panel (or similar design), Fiberglass with ½-light with up/down/tilt blinds in the glass with Kwikset SmartKey lever-style ADA-compliant keyed-entry lockset. Matching deadbolt in brushed nickel or oil rubbed bronze finish. **Developer requested to install a solid door.**
 - Storm Door: On front entry, install a full-light storm door with retractable window and screen. Use Larson Model # 14604032 **OR** substantially similar model with all necessary hardware. Matching front entry door hardware and color.
- **Eve Drip** – 2" aluminum drip-edge.
- **Fascia / Soffit** – Aluminum, woodgrain fascia and vented aluminum soffit, typical.
- **Garage**- All homes should have at least a single car garage that is either attached or detached from the main house, measuring at least 12 feet wide by 20 feet deep with a 9-foot-wide door.
- **Interior Doors** – Colonial style, 6-panel wood grain, hollow-core, pre-hung with KwikSet, ADA-compliant lever-style hardware. Privacy locks on bedrooms and bathrooms and passage on other rooms. In brushed nickel or oil rubbed bronze finish to match Entry Doors. 2-1/4" colonial casing, typical. All sizes per plans.
- **Interior Studs** – 2x4 Wood / #2 Spruce-Stud spacing 16" o.c.

DESIGN GUIDELINES AND MINIMUM PROJECT SPECIFICATIONS

- **Landscaping** – Provide a minimum of 5000 square feet of sod, Argentine Bahia, around home. Install a standard rural mailbox as per U.S. Postal Service regulations. Install code approved house numbers in the most visible location. (Do not use stick on)
- **Plate Height** – Eight feet (8') - Typical
- **Roof Dry-In** – Code-compliant secondary water/moisture barrier – 100% of Roof
- **Roof Pitch** – 5/12-check elevations
- **Roof Sheathing** – ½" CDX or OSB
- **Shingles** – 30 yr. architectural, 130 m.p.h. rated (or better). Must provide written warranty, brand, model, and color to owner/representative. Install max amount of ridge vent.
- **Size** - All single-family units should be a minimum of 900 square feet of livable area and include at least 2 bedrooms and 2 bathrooms.
- **Sidewalk/ADA Ramps** – Provide a concrete ramp/walk from home to driveway, location TBD. (Do not exceed 1:12 slope)
- **Vent Penetrations** - 4"-6" bath vent boots (2 – sized per fan requirement). 8-10" Range Hood Vent Boot (1), Ridge Vent is to be "Shingle Over" ("Cobra Vent") style. **Vent must be provided.**
- **Windows/Sliding Glass Doors** – Single Hung, Colonial Style, White Vinyl, Low-E, Argon Filled, Energy Star Certified for Florida.

Functional Components

- **Ceiling Fan/LED Light Units** – 44-inch to 52-inch in bedrooms, 52-inch in Living/Family room
 - All fans to have reverse air-flow option, minimum 3000 CFM capable air movement
 - All ceiling fan/lights are to have changeable-type LED bulbs/fixtures
- **Electric Service** – Overhead, 200 AMP main minimum
- **Insulation** – R-30 fiberglass batt in attic (min). R-13-15 fiberglass batt in walls or ¾" RMAX equal or better.
- **Lighting** - ALL light fixtures and ceiling fans to be Energy Star Certified (4000K +/- unless otherwise specified).
 - **Exterior** – Provide LED motion security floodlights on each corner of the home. Front and rear switched separately.
 - **Entry Doors** – Standard bracket mount fixtures with LED changeable type bulbs. Coach lights on the garage are optional.
 - **Recessed Exterior Fixtures** – To be "Wet Location" approved, LED with white trim
 - **Interior** –
 - **Kitchen** – Recessed Can fixtures (if installed) to be LED Energy Star Certified
 - **Kitchen / Island Area** – N/A
 - **Kitchen / Dining Area** – LED Energy Star Certified Area Light suited for the location and service needed.

DESIGN GUIDELINES AND MINIMUM PROJECT SPECIFICATIONS

- **Bathroom(s)** – to have three (3) bulb tulip-style, fixtures with changeable LED bulbs.
- **Showers** – N/A
- **Light / Fan Switches/Receptacles** – Toggle style typical (white)
- **Mechanical** – Split air source heat pump. Minimum system requirements per current Florida Building Code – mechanical and FBC. Energy Conservation Code requirements.
 - Illuminated digital thermostat required. Matched/Compatible with HVAC System.
 - 16 SEER/SEER2 minimum rating. **Approved- Developer request to change to 14.3 SEER2.**
 - Secondary “wet-switch” in condensate line required.
 - AHRI Certificate and Energy Calculations and Manual D & J Required.
 - In each bathroom, provide and install “Delta Breez Green Builder,” Model 80HLED (**OR** Equivalent) bathroom exhaust Fans with 4-inch semi-rigid aluminum duct to roof penetration. Fans to be run on dedicated GFCI Circuit with the LED Light on a separate switch.
 - In kitchen, provide and install ridged metal duct for microwave/range hood ventilation through the roof to exterior
- **Meter Enclosure** – Per NEC and OEU “Metering Enclosure and Equipment Standards” (Attached)
- **Plumbing** – ¼-turn Stops, typical (kitchen sink, refrigerator/ice maker, dishwasher, bathroom vanities, toilets, laundry supplies and hose bibs)
 - **Kitchen:** Double Basin Stainless Steel (33” X 22” X 8” Deep)
 - Delta Classic Stainless 1-handle, High-arc faucet
 - **Bathroom(s):**
 - Delta Classic Tub and/or Shower Valve w/ Integrated Stops
 - Delta Classic Chrome, Single lever shower trim
 - Delta Classic Chrome, Single lever vanity faucet, typical
 - Each tub/shower area to have recessed soap/shampoo niche shelves in each.
 - White, American Standard Cadet Series, 2-piece, ADA/Comfort/Right Height, “WaterSense Certified,” 1.28 GPF, Elongated Toilets w/ seat and lid– Typical Both Bathrooms
 - Install adequate wood backing for ADA grab bars, locations/Typical
 - Install recessed, 3-shelf, mirrored medicine cabinets to the left or right of the vanity sink.
 - Install wall mirror, centered above each vanity sink.
 - Install towel bars in tub/shower area(s), and on the wall of the bathroom(s)
 - Install toilet paper dispensers in most logical location to service the commode
 - Install towel hook or ring next to the vanity sinks in most logical location(s)
- **Smoke/CO Detectors** – Smoke and smoke/CO detectors must be hard-wired and interconnected with non-serviceable 10-year battery back-ups.

DESIGN GUIDELINES AND MINIMUM PROJECT SPECIFICATIONS

- **Water and Sewer Connections** - Provide and install completely new connections to City of Ocala Water and Sewer Connections

Finishes

- **Appliances** – All appliances (Frigidaire equal or better) to be Energy Star Certified (except range and microwave)
 - Appliances to be white. **Approved – Developer request to provide stainless steel.**
 - Refrigerator/Freezer, 20 c.f. or larger w/water line/ice maker kit
 - 30-inch Smooth-top, Freestanding Electric Range with Self Cleaning Oven w/power cord
 - Dishwasher, top controls, provide all necessary power cords, drain and supply hoses.
 - 30-inch, Over-the-range microwave oven/vent hood, with exterior ventilation.
 - Range, refrigerator, dishwasher and microwave MUST be same brand/matching model line and finish color).
- **Bath Wall Tile**-Ceramic to the ceiling with bullnose trim floor to ceiling. **Approved – Developer request to install metal trim.**
- **Cabinets – All Cabinets to be solid wood/plywood construction, w/ pulls, handles or knobs as appropriate.**
 - Kitchen
 - Lower cabinet units per plan, door and drawers, standard height.
 - Upper cabinet units 30" +/- per plan
 - Mica-type counter tops with integrated 4" backsplash per plans - typical
 - Bathroom(s)
 - Master 36" counter height with solid surface top and 18" oval or integrated vanity sink
 - Guest 36" counter height with solid surface top and 18" oval or integrated vanity sink
- Closet Shelving – ClosetMaid shelf type wire shelving typical in closets
 - All bedroom closets and above washer and dryer area ClosetMaid shelf and rod type
 - ClosetMaid pantry/close mesh type wire shelving typical in pantry/laundry/linen
- **Ceiling/walls** – 1/2" Gypsum lightweight ceiling board w/ knock down texture, flat white paint
- **Exterior Wall Construction** – CMU/stucco
- **Exterior Wall Finish** –Paint
- **Flooring** – Waterproof vinyl plank flooring throughout. (Lighter colors suggested)
 - Bathroom Floors – Waterproof Vinyl Plank Flooring
 - Roll-in shower, to be porcelain or ceramic tile or PVC/fiberglass base.
- **Front Entry Ceiling**- Exterior drywall/paint
- **Interior Trim** – All interior trim styles to match. Colonial style finger-jointed, Casing 2-1/4",

DESIGN GUIDELINES AND MINIMUM PROJECT SPECIFICATIONS

Base 3-1/4"

- **Paint** – All primer(s) to be Sherwin Williams Multi-Purpose Interior/Exterior Latex Primer, equal or better. All interior paint to be Sherwin Williams ProMar 200, low/no VOC equal or better. All exterior paint to be Sherwin Williams SuperPaint equal or better.
 - Interior
 - Ceilings to be flat white ceiling paint
 - Wet/Damp areas to be semi-gloss finish. **Approved – Developer request to provide eggshell finish.**
 - All other areas to be satin finish. **Approved – Developer request to provide eggshell finish.**
 - All trim to be gloss finish
 - Exterior
 - Ceilings (if paintable) to be exterior rated, flat white ceiling paint
 - Walls to be satin
 - All Trim to be gloss finish
- **Paint General**-Prep surfaces as per manufactures specs to include patching, filling and/or caulking. Apply 1 coat of an acrylic primer/sealer and paint with 2 coats of acrylic semi-gloss/satin/flat.

Jimmy H. Cowan, Jr., CFA

Marion County Property Appraiser



501 SE 25th Avenue, Ocala, FL 34471 Telephone: (352) 368-8300 Fax: (352) 368-8336

2025 Certified Assessment Roll

2849-005-027

[GOOGLE Street View](#)

Prime Key: 1240204

[MAP IT+](#)

[Property Information](#)

CITY OF OCALA
1805 NE 30TH AVE BLDG 700
OCALA FL 34470-4882

[Taxes / Assessments:](#) \$0.00

Map ID: 179

[Millage:](#) 1001 - OCALA

[M.S.T.U.](#)

[PC:](#) 89

Acres: .22

Situs: 1101 SW 7TH ST OCALA

[Current Value](#)

Land Just Value	\$12,662		
Buildings	\$0		
Miscellaneous	\$0		
Total Just Value	\$12,662	Impact	
Total Assessed Value	\$5,366	Ex Codes: 15	(\$7,296)
Exemptions	(\$5,366)		
Total Taxable	\$0		

[History of Assessed Values](#)

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2025	\$12,662	\$0	\$0	\$12,662	\$5,366	\$5,366	\$0
2024	\$10,329	\$0	\$0	\$10,329	\$4,878	\$4,878	\$0
2023	\$8,996	\$0	\$0	\$8,996	\$4,435	\$4,435	\$0

[Property Transfer History](#)

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
6229/1691	06/2015	02 DEED NC	0	U	I	\$100
5681/0792	05/2012	34 TAX	0	U	I	\$100
EX92/0297	11/1992	EI E I	0	U	I	\$100
1782/1859	11/1987	07 WARRANTY	0	U	I	\$100
1782/1858	11/1987	07 WARRANTY	2 V-SALES VERIFICATION	U	I	\$2,658

[Property Description](#)

SEC 18 TWP 15 RGE 22
PLAT BOOK D PAGE 004
OAK RIDGE
BLK E LOTS 27.28 & W 18 FT OF LOT 29

Land Data - Warning: Verify Zoning

Use	CUse	Front	Depth	Zoning	Units	Type	Rate	Loc	Shp	Phy	Class Value	Just Value
8900		68.0	140.0	R2	68.00	FF	190.0000	1.00	0.98	1.00	12,662	12,662
Neighborhood 4527											Total Land - Class \$12,662	
Mkt: 8 70											Total Land - Just \$12,662	

Miscellaneous Improvements

Type	Nbr Units	Type	Life	Year In	Grade	Length	Width
							Total Value - \$0

Appraiser Notes

EST INT

Planning and Building

** Permit Search **

Permit Number	Date Issued	Date Completed	Description
DEMO18-0049	8/2/2018	-	RESIDENTIAL
OC00892	6/1/2002	-	REPAIR
OC0476	4/1/1991	-	BLDG01=REPLACE WINDOWS

Cost Summary

Buildings R.C.N.	\$0	3/11/2011				
Total Depreciation	\$0					
Bldg - Just Value	\$0					
Misc - Just Value	\$0	7/13/2020	Bldg Nbr	RCN	Depreciation	Depreciated
Land - Just Value	\$12,662	3/27/2025				
Total Just Value	\$12,662	.				



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0447

Agenda Item #: 6e.

Submitted By: Lafayette Hodges

Presentation By: Michael Balken

Department: Police

FORMAL TITLE:

Funding from the Florida Department of Transportation to reimburse overtime expenses relating to the Speed and Aggressive Driving Program in the amount of \$65,000

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

On November 14, 2025, the Florida Department of Transportation (FDOT) State Safety Office notified the Ocala Police Department (OPD) that it had been selected to receive \$65,000 in funding for the Speed and Aggressive Driving Program. The funds must be utilized by September 30, 2026, to reimburse overtime expenses for OPD sworn law enforcement officers in efforts to curb speeding and aggressive driving.

FINDINGS AND CONCLUSIONS:

The Ocala Police Department will conduct targeted speed enforcement efforts, enforcement to reduce traffic violations, and motor saturation enforcement in known high-collision and problem areas.

Staff recommends approval.

FISCAL IMPACT:

The City will receive \$65,000 in grant funding to assist the Ocala Police Department with this program. No match is required; however, the City shall absorb any additional benefit costs. Funds will be housed in accounts 001-050-880-521-52-14010 and 21010. All other benefits/residual funds to be absorbed by the City will be taken from or charged to the home accounts 001-018-830-521-52-22029, 001-018-830-521-52-23010, and 001-018-830-521-52-24010. An accompanying budget resolution is included on the same agenda. The MUNIS contract number is 260276.

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

This agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

<i>For FDOT Use Only</i>	
Project Number: SC-2026-00169	FDOT Contract Number: G3K87
Federal Funds Awarded: \$65,000	FDOT UEI Number: RFKGNHR7ZH37
Subgrant Award (Start) Date:	Subgrant End Date: 09/30/2026
Part I: GENERAL ADMINISTRATIVE INFORMATION	
1. Project Title: Speeding and Aggressive Driving Program	
2. Federal Funding: \$65,000 Match: \$0 Total Cost: \$65,000	
3. Subrecipient Agency: Agency Name: City of Ocala Address: 110 SE Watula Avenue City: Ocala State: Florida Zip: 34471-1174	4. Implementing Agency: Agency Name: Ocala Police Department Address: 402 S Pine Ave City: Ocala State: Florida Zip: 34471-1174
5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 596000392 002	
6. Federal Unique Entity Identifier (UEI) Number: LSNNNBN7BL45	
7. Chief Financial Officer: Name: Catherine Larson Address: 110 SE Watula Avenue City: Ocala State: Florida Zip: 34471-1174 Telephone: (352) 629-8235 E-mail: clarson@ocalafl.gov	8. Project Director: (Can not receive any benefit under this subgrant) Name: Lafayette Hodges Address: 402 S Pine Ave City: Ocala State: Florida Zip: 34471-1174 Telephone: (352) 274-8646 E-mail: lhodges@ocalapd.gov
9. Financial Reimbursement Contact: Name: Lafayette Hodges Title: Grants& Sustainability Coordinator Telephone: (352) 369-7085 E-Mail: lhodges@ocalapd.gov	10. Project Activity Contact: Name: Justin Arnold Title: Sergeant Telephone: (352) 369-7000 E-Mail: jarnold@ocalapd.gov
11. Payment Remittance Address: Name: City of Ocala Address: 201 SE 3rd Street City: Ocala State: Florida Zip: 34471-1174	

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the Project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

1. Statement of the Problem:

As the City of Ocala continues to experience growth and increased traffic volume, speeding and aggressive driving persists as significant threats to public safety. Despite targeted enforcement efforts during the previous grant period, speed-related crashes remain a top concern, with Ocala ranking first in the Fiscal Year 2026 Highway Safety Matrix for injuries and fatalities attributed to speed or aggressive driving. To build on the progress made and further reduce the incidents of speed-related crashes, the Ocala Police Department requests continued funding to support enhanced enforcement Initiatives, data-driven traffic safety strategies, and community outreach programs. By sustaining these efforts over time, the department aims to cultivate a culture of safe driving practices, reduce the number of speed-related crashes, and promote a safer transportation environment for all road users.

2. Proposed Solution:

To continue addressing the issues with speeding and aggressive driving in Ocala, the Police Department proposes to build upon the comprehensive approach implemented during the previous subgrant period, guided by the evidence-based countermeasures outlined in chapter 4 of the National Highway Traffic Safety Administration's (NHTSA) Countermeasures that Work guide, 11th edition. This approach will continue to combine enforcement, education, and awareness campaigns to reduce traffic crashes and promote road safety.

Key continuing components of the proposed solution include:

High Visibility Enforcement and Speed Enforcement: Increase enforcement efforts in high-risk areas using grant-funded overtime hours. Conduct coordinated and targeted enforcement operations in high-risk areas. Issue traffic citations for traffic violations that violate Florida Statutes and are deemed unsafe.

Education and Awareness: Continue our public education campaign to raise awareness about the dangers of speeding and aggressive driving, disseminating messages via message boards, social media platforms, and community outreach programs and highlighting the consequences of irresponsible driving and emphasizing the importance of road safety.

Community Engagement: Continuing to empower communities to actively participate in promoting road safety, fostering a sense of responsibility and ownership among community members, and encouraging community involvement in traffic safety initiatives.

By continuing these initiatives, the Ocala Police Department aims to further reduce the incidence of speeding and aggressive driving, ultimately creating a safer transportation environment for all citizens.

The Project Director will be responsible for the allocation of personnel to achieve the greatest impact on speeding and aggressive driving. The Project Director will coordinate these enforcement and educational campaigns and ensure daytime/nighttime enforcement is alternated from week to week. This will prevent motorists from predicting times and locations of enforcement activities to adjust their driving behaviors to only those of known enforcement periods. Also, the Project Director will ensure that funds from this program are used prudently and conservatively to ensure that the award will extend the entire subgrant cycle. Every officer that performs under this subgrant will complete any mandated training and will complete the required Daily Activity Log for each day of enforcement during the subgrant cycle. Those logs will be maintained by the Project Director, who will ensure that copies are attached to each monthly reimbursement invoice submitted to the FDOT State Safety Office.

3. Project Objectives:

- a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.
- b. Strive to decrease speed and/or aggressive driving crashes and fatalities citywide by 2% when compared to the 10/01 to 06/30 time period from the previous year.
- c. Conduct at least 4 speed and/or aggressive driving high visibility overtime enforcement operations per quarter.
- d. Participate in the Southern Slow Down campaign through speed and/or aggressive driving overtime enforcement operations and educational/community activities.
- e. Conduct a minimum of 1 educational/community outreach event to increase speed and/or aggressive driving awareness during the project period and provide details.
- f. Provide speed and/or aggressive driving information and education to the public through the use of multimedia outlets (i.e., message boards, local media outlets, social media, press releases, and/or printed materials) at least 3 times during the project period.

4. Evaluation:

- a. Enforcement activity start date.
- b. Speed and/or aggressive driving crashes and fatalities are reduced by 2% citywide when compared to the 10/01 to 06/30 time period from the previous year.
- c. The number of speed and/or aggressive driving high visibility overtime enforcement operations conducted per quarter.
- d. The number of speed and/or aggressive driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Southern Slow Down campaign.
- e. Detail all educational/community outreach events conducted or participated in to increase speed and/or aggressive driving awareness during the project period.
- f. The number of instances that speed and/or aggressive driving information and education is provided to the public through the use of multimedia outlets during the project period.

Part III: PROJECT DETAIL BUDGET

Project Title: Speeding and Aggressive Driving Program
 Project Number: SC-2026-00169
 FDOT Contract Number: G3K87

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services					
Overtime Salary and Benefits	Overtime Salary and Benefits for law enforcement officers, benefits to include FICA (Social Security and Medicare).	\$65,000	\$0	\$65,000	No
Subtotal:		\$65,000	\$0	\$65,000	
B. Contractual Services					
Subtotal:		\$0	\$0	\$0	
C. Expenses					
Subtotal:		\$0	\$0	\$0	
D. Equipment Costing \$10,000 or More					
Subtotal:		\$0	\$0	\$0	
E. Indirect Cost					
0%		\$0		\$0	
Subtotal:		\$0		\$0	
Total Cost of Project:		\$65,000	\$0	\$65,000	

Part IV: PERFORMANCE REPORT

Project Title: Speeding and Aggressive Driving Program
Project Number: SC-2026-00169
FDOT Contract Number: G3K87

Minimum Performance Standards

The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.

1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted speed and aggressive driving enforcement.
4. Conduct speed and aggressive driving high visibility enforcement operations.
5. Conduct outreach/educational activities for speed and aggressive driving.

National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting

The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)

1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "Department"), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or Federal law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this Agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. **Audit.** The administration of resources awarded through the Department to the Subrecipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.
 - (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
 - (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

- iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).
- iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the Federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 - 5. Withhold further Federal awards for the Project or program; and/or
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and Project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, Section 215.97, F. S., and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.
 - (c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation (USDOT) and the Comptroller General of the United States, or their designees.
 - (d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's, FHWA's and/or NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.
- 3. Offsets.** If, after Agreement completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- 4. Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with USDOT, FHWA, and/or NHTSA Buy America requirements, including all applicable standards, orders, regulations, and waivers. For NHTSA funded Projects, Subrecipient agrees to comply with NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:
- The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. FHWA and/or NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.
- Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.
- To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.
- 5. Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of \$150,000.

6. Code of Conduct. The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

(a) The Subrecipient agrees to the following disclosures:

- i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to FHWA and/or NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.
- ii. FHWA and/or NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, FHWA and/or NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of FHWA and/or NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
- iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by FHWA and/or NHTSA or with an organization whose interests may be substantially affected by FHWA and/or NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. Conferences and Inspection of Work. Conferences may be held at the request of any party to this Agreement. Representatives of the Department or the USDOT, or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

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

9. Debarment and Suspension. No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. Disadvantaged Business Enterprises (DBE).

(a) The Subrecipient agrees to the following assurance:

The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

- (b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

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

11. Methods of Procurement. Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

- (a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

- 15. No Federal Obligation.** This Agreement is financed by federal funds. However, payments to the Subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, FHWA and/or NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.
- 16. Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), 49 CFR part 21, and 28 CFR 50.3;
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);
 - (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
 - (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipients and contractors, whether such programs or activities are Federally-funded or not);
 - (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38; and
 - (h) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

- (1) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- (2) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;
- (3) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, FHWA and/or NHTSA;
- (4) That, in the event the Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or FHWA and/or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- (5) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program.

17. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. Political Activity. The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. Property Accountability. The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this Agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

21. Restrictions on Lobbying. The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

(a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with FHWA and/or NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22. Termination and Suspension.

- (a) **Generally.** If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.
- (b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.
- (c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

- 23. Human Trafficking.** The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.
- 24. Unauthorized Aliens.** The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- 25. Title VII - Civil Rights Act of 1964.** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.
- 26. Americans with Disabilities Act of 1990 (ADA).** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101 et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.
- 27. Integrity Certification.** By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

28. Federal Encouragements.

- (a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.
- (b) **Policy on Banning Text Messaging While Driving.** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and
 - iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

- (a) **Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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 following the date of being placed on the convicted vendor list.
- (b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- (c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this Agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

- (a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

- (b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
- (c) Shall adhere to the requirements in Section 448.095, F.S.

34. Indemnification and Insurance.

- (a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.
- (b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

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

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."
- (c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this Agreement specifically agree that no provision in this Agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

- 40. Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
- "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
 - The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
 - The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
- 41. Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
- 42. Department Not Obligated to Third Parties.** The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
- 43. Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- 44. When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- 45. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- 46. Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
- 47. Bonus or Commission.** By execution of this Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- 48. Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:
- Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450
- 49. Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- 50. Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
- 51. Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

52. Agreement not Assignable. The Subrecipient may not assign any of its rights or obligations under this Agreement.

GRANT MANAGEMENT

53. Amendments. The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

54. Disputes and Appeals. Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

55. Equipment. Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds. All equipment should be purchased by the Subrecipient within the first ninety days of the subgrant award date unless otherwise approved in writing by the FDOT State Safety Office.

- (a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.
- (b) **Equipment Costing \$10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of \$10,000 or more per unit shall be subject to the following requirements:
 - i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.
 - ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.
- (c) **Disposition of Equipment Costing \$10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.
- (d) **Disposition of Equipment Costing Less than \$10,000.** Equipment that does not meet the unit purchase price threshold of \$10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.
- (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

- (f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 200.313. The Subrecipient must use the equipment for the authorized purposes of the Project, whether or not the Project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this Project or for other uses authorized by USDOT.

56. Expense Purchases for \$200 or more: Any office, training, communication, or computer supplies (including computers) with a per item unit cost of \$200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

57. Excusable Delays. Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

58. How this Agreement is Affected by Provisions Being Held Invalid. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

59. Ineligibility for Future Funding. The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

- (a) Failure to provide the required audits;
- (b) Failure to provide required performance and final narrative reports in the required time frame;
- (c) Failure to perform work described in Part II of this Agreement;
- (d) Failure to provide reimbursement requests and performance reports in the required time frame;
- (e) Providing fraudulent performance reports or reimbursement requests; or
- (f) Misuse of equipment purchased with Federal highway safety funds.

60. Performance. In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the Project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

61. Personnel Hired or Paid Under this Agreement.

- (a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.
- (b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.
- (c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.
- (d) **Overtime.**
 - i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.
 - ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
 - iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
 - iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

62. Reports. The following reports are required for reimbursement of subgrant funding:

- (a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.
- (b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31, unless otherwise approved in writing by the FDOT State Safety Office. A Final Narrative Report for a project funded by FHWA must meet the same standards and shall be submitted by July 31, unless otherwise approved in writing by the FDOT State Safety Office. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.
- (c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.
- (d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

63. Term of this Agreement. This Agreement shall begin on the date the last party signs and shall end on September 30 for NHTSA funded agreements and June 30 for FHWA funded agreements, unless otherwise stipulated by the FDOT State Safety Office on the first page on this Agreement. In the event this Agreement is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

64. Travel.

- (a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers*.
- (b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by Executive Order or other guidance from the Governor of Florida; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.
- (c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:
 - i. Purchase of airfare;
 - ii. Travel to conference;
 - iii. Travel which includes a registration fee;
 - iv. Out-of-subgrant-specified work area travel; or
 - v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

- (d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed \$225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of \$225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the \$225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply. An exception to this lodging reimbursement limit may be granted for out-of-state travel if specifically approved in advance, in writing by the FDOT State Safety Office.
- (e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.
- (f) **Rental Vehicles.** Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

65. Vehicles. Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

66. Allowable Costs. The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this Agreement shall be allowable.

67. Subcontract Agreements.

(a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.

(b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:

- i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);
- ii. Total contract amount;
- iii. Scope of work/Services to be provided;
- iv. Quantifiable, measurable, and verifiable units of deliverables;
- v. Minimum level of service to be performed and criteria for evaluating successful completion;
- vi. Budget/Cost Analysis; and
- vii. Method of compensation/Payment Schedule.

(c) **Additional Required Clauses.**

- i. **All subcontract agreements shall contain the following statement:**
"The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert Project number). A final invoice must be received by (insert date) or payment will be forfeited."
- ii. **Buy American Act Clause** (see Section 4 of Part V)
- iii. **Certification Regarding Federal Lobbying** (see Section 21(a) of Part V)
- iv. **Cooperation with Inspector General** (see Section 32 of Part V)
- v. **DBE Clause** (see Section 10 of Part V)
- vi. **E-Verify Clause** (see Section 33 of Part V)
- vii. **Nondiscrimination Clause** (see Section 16(h) of Part V)
- viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of \$150,000) (see Section 5 of Part V)

- ix. **Integrity Certification Clause** (see Section 27 of Part V)
- x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of \$100,000) (see Section 8 of Part V)
- xi. **Indemnification and Insurance** (see Section 34(b) of Part V)
- xii. **Policy on Banning Text Messaging While Driving Act** (subcontracts in excess of \$15,000) (see Section 28(b) of Part V)
- xiii. **Human Trafficking Clause** (see Section 23 of Part V)
- xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** (see Section 12 of Part V)
- xv. **Termination for Convenience** (see Section 22(c) of Part V)

68. Indirect Costs. Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200, OMB's Uniform Grants Guidance 2024 Revision, and the Subrecipient's federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used unless the Subrecipient elected to use a reduced indirect rate in the competitive concept paper application process. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

Subrecipients will be reimbursed for indirect costs up to the first \$50,000 of each subcontract/subaward based on their federally approved negotiated indirect cost rate agreement. Under this Agreement, a subcontract and subaward are treated the same based on their requirement to contribute to the goals and objectives of the project, their purpose in carrying out a portion of the Federal award, and their overall contribution to project implementation.

69. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this Agreement period. Only Project costs incurred on or after the effective date and on or prior to the end date of this Agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

70. Procedures for Reimbursement.

- (a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).
- (b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

- (c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed, indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

- a. **Salaries:** Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay can be submitted. If this document does not reflect the information needed for a more thorough financial analysis, the Subrecipient shall submit additional pay documentation in a timely manner when requested.
- b. **Fringe Benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- c. **Workers' Compensation:** Subrecipients shall provide a Contribution Indication and Bind Order, or other documentation deemed equivalent, prior to the reimbursement of costs associated with workers' compensation. Self-insurers (municipalities and counties) shall be reimbursed using the current rate for class code 7720, as set by the National Council on Compensation Insurance (NCCI), unless sufficient documentation is provided to justify the use of a different rate or to show a lower rate was requested. All reimbursement of workers compensation costs shall be calculated in accordance with Rule 2 "Premium Basis and Payroll Allocation" of the NCCI's Basic Manual.

- ii. **Contractual Services.** Should be supported by a copy of the approved, fully executed subcontract agreement, an invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.
- iii. **Expenses.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.
- v. **Equipment Costing \$10,000 or More.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between colleges and universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

- (d) **Non-Aligned Purchases Pre-Approval Requirement:** Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th) for NHTSA funded agreements. A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office within the first 90 days of the subgrant start date in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received can a purchase be made.
- (e) **Frequency and Deadlines for Submission.**
- i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner, or failure to establish and maintain communication with the FDOT State Safety Office regarding claim submissions, may result in this Agreement being terminated.
 - ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office. Such a request should be distinctly identified as Final and include FDOT Form 500-065-20 Final Narrative Report.
- The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office.**
- (f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.
- (g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of \$10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.
- (h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.
- (i) **Artificial Intelligence (AI) Reimbursement.** The purchase of software whose primary purpose is Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.
- (j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.
- (k) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

- (l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.
- (m) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- (n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:
 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.
- iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

71. Tracking and Retention of Financial Records. The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and Projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

72. Program Income. Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.

- 73. Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.
- 74. Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this Project shall be disbursed in accordance with the provisions of the Project Detail Budget (Part III of this Agreement) as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

- 75. Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.
- 76. Enforcement.**
- (a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.
 - (b) **Aircraft Enforcement.** Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.
 - (c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.
 - (d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.
 - (e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.
High Visibility Enforcement is defined as:
Intense: Enforcement activities are over and above what normally takes place.
Frequent: Enforcement occurs often enough to create general deterrence.
Visible: A majority of the public sees or hears about the enforcement.
Strategic: Enforcement targets high-risk locations during high-risk times.
 - (f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.
 - (g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.
 - (h) **Impaired Driving Enforcement.**
 - i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.
 - ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving mobilizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.

- iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:
 - a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;
 - b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;
 - c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;
 - d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;
 - e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or
 - f. Be an active certified Drug Recognition Expert (DRE).
- (i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
 - i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.
- (k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving mobilization for Operation Southern Slow Down.
 - i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (l) **Teen Safe Driving Enforcement.**
 - i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations.
 - ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (m) **Campaign Reporting.** All law enforcement agencies that receive subgrant funding are strongly encouraged to report activity in NHTSA mobilizations to the Florida Law Enforcement Liaison Program during the campaign reporting periods
- (n) **Administrative Hours Limitation.** Administrative hours may be charged to the subgrant; however, the total cost associated with administrative time shall not exceed 10 hours per month. It is the responsibility of the Subrecipient to ensure that all administrative charges are reasonable, necessary, and properly documented.
- (o) **Emergency Response During Subgrant Funded Activities.** If a law enforcement emergency occurs during a subgrant-funded detail and response is required by an officer(s) working that detail, the officer(s) is allowed up to one hour of subgrant-time to respond and return to the traffic enforcement patrol. Any time beyond that hour, or costs related to additional emergencies during the detail, must be covered by the Subrecipient.
- (p) **Additional Reports.** The FDOT State Safety Office reserves the right to request a copy of any subgrant-funded Computer Aided Report (CAD).

77. Public Service Announcements, Marketing, and Advertisements.

- (a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.
- (b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

- i. What program/policy the paid media is supporting;
 - ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol;
 - iii. The amount allocated for paid media;
 - iv. Anticipated creative costs associated with the paid media; and
 - v. The measures that will be used to assess message recognition and penetration of the target audience.
- (c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation", or "Funded by FDOT", or FDOT logo, "Brought to you by" or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.
 - (d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this Agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

78. Public Information and Education Items. Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

- (a) What public information or educational item is being requested;
- (b) What program/policy is the item supporting;
- (c) Who the target audience is;
- (d) How the item will be distributed;
- (e) Estimated unit cost(s) for the item; and
- (f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the Project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation" or "Funded by FDOT" shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

79. Publication and Printing of Observational Surveys and Other Reports.

- (a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.
- (b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.
- (c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:
 - i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.
 - ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

80. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

81. Special Conditions.

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this Agreement are as follows:

CFDA Number and Title:

- ☒ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program)

***Federal Funds Awarded:** \$65,000

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 0%

****Award is for R&D:** No

*The federal award amount may change with supplemental agreements

**Research and Development as defined at 2 CFR §200.87

Federal resources awarded pursuant to this Agreement are subject to the following audit requirements:

- (a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this Agreement may also be subject to the following:

- (a) Federal Funding Accountability and Transparency Act (FFATA) System for Award Management (SAM)
www.sam.gov
- (b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

<u>Federal Award Identification Number (FAIN):</u>	<u>FAIN Award Date:</u>
69A37525300004020FL0	05/14/2025

Project Title: Speeding and Aggressive Driving Program

Project Number: SC-2026-00169

FDOT Contract Number: G3K87

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

<p><i>(For FDOT Use Only)</i></p> <p>STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION</p> <p>By: _____ <i>Authorized FDOT State Safety Office Representative</i></p> <p>Date: _____ <i>Date Signed</i></p>	<p>SUBRECIPIENT</p> <p>By: _____ <i>Signature of Authorized Representative</i></p> <p>Name: _____ <i>Authorized Representative's Name Printed</i></p> <p>Title: _____ <i>Authorized Representative's Title Printed</i></p> <p>Date: _____ <i>Date Signed</i></p>
<p>Reviewed for the Florida Department of Transportation:</p> <p>By: _____ <i>Authorized FDOT Attorney</i></p> <p>Date: _____ <i>Date Signed</i></p>	<p>IMPLEMENTING AGENCY</p> <p>By: _____ <i>Signature of Authorized Representative</i></p> <p>Name: _____ <i>Authorized Representative's Name Printed</i></p> <p>Title: _____ <i>Authorized Representative's Title Printed</i></p> <p>Date: _____ <i>Date Signed</i></p>



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: BR-2026-116

Agenda Item #: 6f.

Submitted By: Lafayette Hodges

Presentation By: Michael Balken

Department: Police

FORMAL TITLE:

Budget Resolution 2026-116 to amend the Fiscal Year 2025-26 budget to accept and appropriate funds from the Florida Department of Transportation to reimburse expenses relating to the Speed and Aggressive Driving Program in the amount of \$65,000

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

On November 14, 2025, the Florida Department of Transportation (FDOT) State Safety Office notified the Ocala Police Department (OPD) that it had been selected to receive \$65,000 in funding for the Speed and Aggressive Driving Program. The funds must be utilized by September 30, 2026, to reimburse OPD sworn law enforcement officers for overtime worked to curb speeding and aggressive driving.

FINDINGS AND CONCLUSIONS:

The Ocala Police Department will conduct targeted speed enforcement efforts, enforcement to reduce traffic violations, and motor saturation enforcement in known high-collision and problem areas.

FISCAL IMPACT:

The City will receive \$65,000 in grant funding to assist the Ocala Police Department with this program. No match is required; however, the City shall absorb any additional benefit costs. Funds will be housed in accounts 001-050-880-521-52-14010 and 21010. All other benefits/residual funds to be absorbed by the City will be taken from or charged to the home accounts 001-018-830-521-52-22029, 001-018-830-521-52-23010, and 001-018-830-521-52-24010. The MUNIS contract number is 260276.

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

BUDGET RESOLUTION 2026-116

A RESOLUTION TO AMEND THE FISCAL YEAR 2025-26 BUDGET TO ACCEPT AND APPROPRIATE A FLORIDA DEPARTMENT OF TRANSPORTATION GRANT IN THE AMOUNT OF \$65,000

WHEREAS, the City of Ocala was ranked third in the top 25% regarding injuries and fatalities linked to speed or aggressive driving in the Florida Department of Transportation (FDOT) Highway Safety Matrix; and

WHEREAS, on November 14, 2025, the Ocala Police Department was awarded funding for Project Number SC-2026-00169/FDOT Contract #G3K87 through the Florida Department of Transportation effective upon execution through September 30, 2026; and

WHEREAS, the Florida Department of Transportation has awarded \$65,000 for reimbursement of overtime expenses incurred by sworn law enforcement officers conducting high-visibility enforcement operations.

WHEREAS, the Ocala Police Department's budget includes funding for fringe benefits.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2025-26 budget be amended as outlined below.

SOURCE

001-334-000-000-09-33167	General Fund - FDOT Safety Grants	\$65,000
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USE:

001-050-880-521-52-14010	Salaries - Overtime	\$61,438
001-050-880-521-52-21010	Salaries - Overtime	<u>\$ 3,562</u>
	TOTAL	\$65,000

This resolution adopted this _____ day of _____, 2025.

ATTEST:

CITY OF OCALA

By:
Angel B. Jacobs
City Clerk

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

<i>For FDOT Use Only</i>	
Project Number: SC-2026-00169	FDOT Contract Number: G3K87
Federal Funds Awarded: \$65,000	FDOT UEI Number: RFKGNHR7ZH37
Subgrant Award (Start) Date:	Subgrant End Date: 09/30/2026
Part I: GENERAL ADMINISTRATIVE INFORMATION	
1. Project Title: Speeding and Aggressive Driving Program	
2. Federal Funding: \$65,000 Match: \$0 Total Cost: \$65,000	
3. Subrecipient Agency: Agency Name: City of Ocala Address: 110 SE Watula Avenue City: Ocala State: Florida Zip: 34471-1174	4. Implementing Agency: Agency Name: Ocala Police Department Address: 402 S Pine Ave City: Ocala State: Florida Zip: 34471-1174
5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 596000392 002	
6. Federal Unique Entity Identifier (UEI) Number: LSNNNBN7BL45	
7. Chief Financial Officer: Name: Catherine Larson Address: 110 SE Watula Avenue City: Ocala State: Florida Zip: 34471-1174 Telephone: (352) 629-8235 E-mail: clarson@ocalafl.gov	8. Project Director: (Can not receive any benefit under this subgrant) Name: Lafayette Hodges Address: 402 S Pine Ave City: Ocala State: Florida Zip: 34471-1174 Telephone: (352) 274-8646 E-mail: lhodges@ocalapd.gov
9. Financial Reimbursement Contact: Name: Lafayette Hodges Title: Grants& Sustainability Coordinator Telephone: (352) 369-7085 E-Mail: lhodges@ocalapd.gov	10. Project Activity Contact: Name: Justin Arnold Title: Sergeant Telephone: (352) 369-7000 E-Mail: jarnold@ocalapd.gov
11. Payment Remittance Address: Name: City of Ocala Address: 201 SE 3rd Street City: Ocala State: Florida Zip: 34471-1174	

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the Project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

1. Statement of the Problem:

As the City of Ocala continues to experience growth and increased traffic volume, speeding and aggressive driving persists as significant threats to public safety. Despite targeted enforcement efforts during the previous grant period, speed-related crashes remain a top concern, with Ocala ranking first in the Fiscal Year 2026 Highway Safety Matrix for injuries and fatalities attributed to speed or aggressive driving. To build on the progress made and further reduce the incidents of speed-related crashes, the Ocala Police Department requests continued funding to support enhanced enforcement Initiatives, data-driven traffic safety strategies, and community outreach programs. By sustaining these efforts over time, the department aims to cultivate a culture of safe driving practices, reduce the number of speed-related crashes, and promote a safer transportation environment for all road users.

2. Proposed Solution:

To continue addressing the issues with speeding and aggressive driving in Ocala, the Police Department proposes to build upon the comprehensive approach implemented during the previous subgrant period, guided by the evidence-based countermeasures outlined in chapter 4 of the National Highway Traffic Safety Administration's (NHTSA) Countermeasures that Work guide, 11th edition. This approach will continue to combine enforcement, education, and awareness campaigns to reduce traffic crashes and promote road safety.

Key continuing components of the proposed solution include:

High Visibility Enforcement and Speed Enforcement: Increase enforcement efforts in high-risk areas using grant-funded overtime hours. Conduct coordinated and targeted enforcement operations in high-risk areas. Issue traffic citations for traffic violations that violate Florida Statutes and are deemed unsafe.

Education and Awareness: Continue our public education campaign to raise awareness about the dangers of speeding and aggressive driving, disseminating messages via message boards, social media platforms, and community outreach programs and highlighting the consequences of irresponsible driving and emphasizing the importance of road safety.

Community Engagement: Continuing to empower communities to actively participate in promoting road safety, fostering a sense of responsibility and ownership among community members, and encouraging community involvement in traffic safety initiatives.

By continuing these initiatives, the Ocala Police Department aims to further reduce the incidence of speeding and aggressive driving, ultimately creating a safer transportation environment for all citizens.

The Project Director will be responsible for the allocation of personnel to achieve the greatest impact on speeding and aggressive driving. The Project Director will coordinate these enforcement and educational campaigns and ensure daytime/nighttime enforcement is alternated from week to week. This will prevent motorists from predicting times and locations of enforcement activities to adjust their driving behaviors to only those of known enforcement periods. Also, the Project Director will ensure that funds from this program are used prudently and conservatively to ensure that the award will extend the entire subgrant cycle. Every officer that performs under this subgrant will complete any mandated training and will complete the required Daily Activity Log for each day of enforcement during the subgrant cycle. Those logs will be maintained by the Project Director, who will ensure that copies are attached to each monthly reimbursement invoice submitted to the FDOT State Safety Office.

3. Project Objectives:

- a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.
- b. Strive to decrease speed and/or aggressive driving crashes and fatalities citywide by 2% when compared to the 10/01 to 06/30 time period from the previous year.
- c. Conduct at least 4 speed and/or aggressive driving high visibility overtime enforcement operations per quarter.
- d. Participate in the Southern Slow Down campaign through speed and/or aggressive driving overtime enforcement operations and educational/community activities.
- e. Conduct a minimum of 1 educational/community outreach event to increase speed and/or aggressive driving awareness during the project period and provide details.
- f. Provide speed and/or aggressive driving information and education to the public through the use of multimedia outlets (i.e., message boards, local media outlets, social media, press releases, and/or printed materials) at least 3 times during the project period.

4. Evaluation:

- a. Enforcement activity start date.
- b. Speed and/or aggressive driving crashes and fatalities are reduced by 2% citywide when compared to the 10/01 to 06/30 time period from the previous year.
- c. The number of speed and/or aggressive driving high visibility overtime enforcement operations conducted per quarter.
- d. The number of speed and/or aggressive driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Southern Slow Down campaign.
- e. Detail all educational/community outreach events conducted or participated in to increase speed and/or aggressive driving awareness during the project period.
- f. The number of instances that speed and/or aggressive driving information and education is provided to the public through the use of multimedia outlets during the project period.

Part III: PROJECT DETAIL BUDGET

Project Title: Speeding and Aggressive Driving Program
 Project Number: SC-2026-00169
 FDOT Contract Number: G3K87

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services					
Overtime Salary and Benefits	Overtime Salary and Benefits for law enforcement officers, benefits to include FICA (Social Security and Medicare).	\$65,000	\$0	\$65,000	No
Subtotal:		\$65,000	\$0	\$65,000	
B. Contractual Services					
Subtotal:		\$0	\$0	\$0	
C. Expenses					
Subtotal:		\$0	\$0	\$0	
D. Equipment Costing \$10,000 or More					
Subtotal:		\$0	\$0	\$0	
E. Indirect Cost					
0%		\$0		\$0	
Subtotal:		\$0		\$0	
Total Cost of Project:		\$65,000	\$0	\$65,000	

Part IV: PERFORMANCE REPORT

Project Title: Speeding and Aggressive Driving Program
Project Number: SC-2026-00169
FDOT Contract Number: G3K87

Minimum Performance Standards

The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.

1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted speed and aggressive driving enforcement.
4. Conduct speed and aggressive driving high visibility enforcement operations.
5. Conduct outreach/educational activities for speed and aggressive driving.

National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting

The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)

1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "Department"), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or Federal law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this Agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. **Audit.** The administration of resources awarded through the Department to the Subrecipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.
 - (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
 - (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

- iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).
- iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the Federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 - 5. Withhold further Federal awards for the Project or program; and/or
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and Project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, Section 215.97, F. S., and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.
- (c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation (USDOT) and the Comptroller General of the United States, or their designees.
- (d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's, FHWA's and/or NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.
- 3. Offsets.** If, after Agreement completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- 4. Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with USDOT, FHWA, and/or NHTSA Buy America requirements, including all applicable standards, orders, regulations, and waivers. For NHTSA funded Projects, Subrecipient agrees to comply with NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:
- The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. FHWA and/or NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.
- Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.
- To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.
- 5. Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of \$150,000.

6. Code of Conduct. The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

(a) The Subrecipient agrees to the following disclosures:

- i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to FHWA and/or NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.
- ii. FHWA and/or NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, FHWA and/or NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of FHWA and/or NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
- iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by FHWA and/or NHTSA or with an organization whose interests may be substantially affected by FHWA and/or NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. Conferences and Inspection of Work. Conferences may be held at the request of any party to this Agreement. Representatives of the Department or the USDOT, or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

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

9. Debarment and Suspension. No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. Disadvantaged Business Enterprises (DBE).

(a) The Subrecipient agrees to the following assurance:

The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

- (b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

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

11. Methods of Procurement. Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

- (a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

- 15. No Federal Obligation.** This Agreement is financed by federal funds. However, payments to the Subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, FHWA and/or NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.
- 16. Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), 49 CFR part 21, and 28 CFR 50.3;
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);
 - (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
 - (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipients and contractors, whether such programs or activities are Federally-funded or not);
 - (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38; and
 - (h) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

- (1) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- (2) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;
- (3) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, FHWA and/or NHTSA;
- (4) That, in the event the Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or FHWA and/or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- (5) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program.

17. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. Political Activity. The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. Property Accountability. The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this Agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

21. Restrictions on Lobbying. The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

(a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with FHWA and/or NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22. Termination and Suspension.

- (a) **Generally.** If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.
- (b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.
- (c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

- 23. Human Trafficking.** The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.
- 24. Unauthorized Aliens.** The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- 25. Title VII - Civil Rights Act of 1964.** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.
- 26. Americans with Disabilities Act of 1990 (ADA).** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101 et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.
- 27. Integrity Certification.** By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

28. Federal Encouragements.

- (a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.
- (b) **Policy on Banning Text Messaging While Driving.** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and
 - iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

- (a) **Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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 following the date of being placed on the convicted vendor list.
- (b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- (c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this Agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

- (a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

- (b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
- (c) Shall adhere to the requirements in Section 448.095, F.S.

34. Indemnification and Insurance.

- (a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.
- (b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

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

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."
- (c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this Agreement specifically agree that no provision in this Agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

- 40. Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
- "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
 - The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
 - The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
- 41. Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
- 42. Department Not Obligated to Third Parties.** The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
- 43. Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- 44. When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- 45. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- 46. Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
- 47. Bonus or Commission.** By execution of this Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- 48. Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:
- Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450
- 49. Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- 50. Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
- 51. Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

52. Agreement not Assignable. The Subrecipient may not assign any of its rights or obligations under this Agreement.

GRANT MANAGEMENT

53. Amendments. The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

54. Disputes and Appeals. Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

55. Equipment. Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds. All equipment should be purchased by the Subrecipient within the first ninety days of the subgrant award date unless otherwise approved in writing by the FDOT State Safety Office.

- (a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.
- (b) **Equipment Costing \$10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of \$10,000 or more per unit shall be subject to the following requirements:
 - i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.
 - ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.
- (c) **Disposition of Equipment Costing \$10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.
- (d) **Disposition of Equipment Costing Less than \$10,000.** Equipment that does not meet the unit purchase price threshold of \$10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.
- (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

- (f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 200.313. The Subrecipient must use the equipment for the authorized purposes of the Project, whether or not the Project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this Project or for other uses authorized by USDOT.

56. Expense Purchases for \$200 or more: Any office, training, communication, or computer supplies (including computers) with a per item unit cost of \$200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

57. Excusable Delays. Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

58. How this Agreement is Affected by Provisions Being Held Invalid. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

59. Ineligibility for Future Funding. The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

- (a) Failure to provide the required audits;
- (b) Failure to provide required performance and final narrative reports in the required time frame;
- (c) Failure to perform work described in Part II of this Agreement;
- (d) Failure to provide reimbursement requests and performance reports in the required time frame;
- (e) Providing fraudulent performance reports or reimbursement requests; or
- (f) Misuse of equipment purchased with Federal highway safety funds.

60. Performance. In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the Project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

61. Personnel Hired or Paid Under this Agreement.

- (a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.
- (b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.
- (c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.
- (d) **Overtime.**
 - i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.
 - ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
 - iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
 - iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

62. Reports. The following reports are required for reimbursement of subgrant funding:

- (a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.
- (b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31, unless otherwise approved in writing by the FDOT State Safety Office. A Final Narrative Report for a project funded by FHWA must meet the same standards and shall be submitted by July 31, unless otherwise approved in writing by the FDOT State Safety Office. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.
- (c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.
- (d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

63. Term of this Agreement. This Agreement shall begin on the date the last party signs and shall end on September 30 for NHTSA funded agreements and June 30 for FHWA funded agreements, unless otherwise stipulated by the FDOT State Safety Office on the first page on this Agreement. In the event this Agreement is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

64. Travel.

- (a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers*.
- (b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by Executive Order or other guidance from the Governor of Florida; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.
- (c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:
 - i. Purchase of airfare;
 - ii. Travel to conference;
 - iii. Travel which includes a registration fee;
 - iv. Out-of-subgrant-specified work area travel; or
 - v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

- (d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed \$225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of \$225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the \$225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply. An exception to this lodging reimbursement limit may be granted for out-of-state travel if specifically approved in advance, in writing by the FDOT State Safety Office.
- (e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.
- (f) **Rental Vehicles.** Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

65. Vehicles. Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

66. Allowable Costs. The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this Agreement shall be allowable.

67. Subcontract Agreements.

(a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.

(b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:

- i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);
- ii. Total contract amount;
- iii. Scope of work/Services to be provided;
- iv. Quantifiable, measurable, and verifiable units of deliverables;
- v. Minimum level of service to be performed and criteria for evaluating successful completion;
- vi. Budget/Cost Analysis; and
- vii. Method of compensation/Payment Schedule.

(c) **Additional Required Clauses.**

- i. **All subcontract agreements shall contain the following statement:**
"The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert Project number). A final invoice must be received by (insert date) or payment will be forfeited."
- ii. **Buy American Act Clause** (see Section 4 of Part V)
- iii. **Certification Regarding Federal Lobbying** (see Section 21(a) of Part V)
- iv. **Cooperation with Inspector General** (see Section 32 of Part V)
- v. **DBE Clause** (see Section 10 of Part V)
- vi. **E-Verify Clause** (see Section 33 of Part V)
- vii. **Nondiscrimination Clause** (see Section 16(h) of Part V)
- viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of \$150,000) (see Section 5 of Part V)

- ix. **Integrity Certification Clause** (see Section 27 of Part V)
- x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of \$100,000) (see Section 8 of Part V)
- xi. **Indemnification and Insurance** (see Section 34(b) of Part V)
- xii. **Policy on Banning Text Messaging While Driving Act** (subcontracts in excess of \$15,000) (see Section 28(b) of Part V)
- xiii. **Human Trafficking Clause** (see Section 23 of Part V)
- xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** (see Section 12 of Part V)
- xv. **Termination for Convenience** (see Section 22(c) of Part V)

68. Indirect Costs. Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200, OMB's Uniform Grants Guidance 2024 Revision, and the Subrecipient's federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used unless the Subrecipient elected to use a reduced indirect rate in the competitive concept paper application process. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

Subrecipients will be reimbursed for indirect costs up to the first \$50,000 of each subcontract/subaward based on their federally approved negotiated indirect cost rate agreement. Under this Agreement, a subcontract and subaward are treated the same based on their requirement to contribute to the goals and objectives of the project, their purpose in carrying out a portion of the Federal award, and their overall contribution to project implementation.

69. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this Agreement period. Only Project costs incurred on or after the effective date and on or prior to the end date of this Agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

70. Procedures for Reimbursement.

- (a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).
- (b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

- (c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed, indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

- a. **Salaries:** Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay can be submitted. If this document does not reflect the information needed for a more thorough financial analysis, the Subrecipient shall submit additional pay documentation in a timely manner when requested.
- b. **Fringe Benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- c. **Workers' Compensation:** Subrecipients shall provide a Contribution Indication and Bind Order, or other documentation deemed equivalent, prior to the reimbursement of costs associated with workers' compensation. Self-insurers (municipalities and counties) shall be reimbursed using the current rate for class code 7720, as set by the National Council on Compensation Insurance (NCCI), unless sufficient documentation is provided to justify the use of a different rate or to show a lower rate was requested. All reimbursement of workers compensation costs shall be calculated in accordance with Rule 2 "Premium Basis and Payroll Allocation" of the NCCI's Basic Manual.

- ii. **Contractual Services.** Should be supported by a copy of the approved, fully executed subcontract agreement, an invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.
- iii. **Expenses.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.
- v. **Equipment Costing \$10,000 or More.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between colleges and universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

- (d) **Non-Aligned Purchases Pre-Approval Requirement:** Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th) for NHTSA funded agreements. A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office within the first 90 days of the subgrant start date in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received can a purchase be made.
- (e) **Frequency and Deadlines for Submission.**
- i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner, or failure to establish and maintain communication with the FDOT State Safety Office regarding claim submissions, may result in this Agreement being terminated.
 - ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office. Such a request should be distinctly identified as Final and include FDOT Form 500-065-20 Final Narrative Report.
- The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office.**
- (f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.
- (g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of \$10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.
- (h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.
- (i) **Artificial Intelligence (AI) Reimbursement.** The purchase of software whose primary purpose is Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.
- (j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.
- (k) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

- (l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.
- (m) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- (n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:
 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.
- iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

71. Tracking and Retention of Financial Records. The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and Projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

72. Program Income. Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.

73. Registration for Attendance. No activities funded under this Agreement shall charge a registration fee for attendance.

74. Responsibility of Subrecipient. The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this Project shall be disbursed in accordance with the provisions of the Project Detail Budget (Part III of this Agreement) as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

75. Child Safety Seats. Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.

76. Enforcement.

- (a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.
- (b) **Aircraft Enforcement.** Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.
- (c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.
- (d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.
- (e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.
High Visibility Enforcement is defined as:
Intense: Enforcement activities are over and above what normally takes place.
Frequent: Enforcement occurs often enough to create general deterrence.
Visible: A majority of the public sees or hears about the enforcement.
Strategic: Enforcement targets high-risk locations during high-risk times.
- (f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.
- (g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.
- (h) **Impaired Driving Enforcement.**
 - i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.
 - ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving mobilizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.

- iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:
 - a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;
 - b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;
 - c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;
 - d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;
 - e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or
 - f. Be an active certified Drug Recognition Expert (DRE).
- (i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
 - i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.
- (k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving mobilization for Operation Southern Slow Down.
 - i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (l) **Teen Safe Driving Enforcement.**
 - i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations.
 - ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (m) **Campaign Reporting.** All law enforcement agencies that receive subgrant funding are strongly encouraged to report activity in NHTSA mobilizations to the Florida Law Enforcement Liaison Program during the campaign reporting periods
- (n) **Administrative Hours Limitation.** Administrative hours may be charged to the subgrant; however, the total cost associated with administrative time shall not exceed 10 hours per month. It is the responsibility of the Subrecipient to ensure that all administrative charges are reasonable, necessary, and properly documented.
- (o) **Emergency Response During Subgrant Funded Activities.** If a law enforcement emergency occurs during a subgrant-funded detail and response is required by an officer(s) working that detail, the officer(s) is allowed up to one hour of subgrant-time to respond and return to the traffic enforcement patrol. Any time beyond that hour, or costs related to additional emergencies during the detail, must be covered by the Subrecipient.
- (p) **Additional Reports.** The FDOT State Safety Office reserves the right to request a copy of any subgrant-funded Computer Aided Report (CAD).

77. Public Service Announcements, Marketing, and Advertisements.

- (a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.
- (b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

- i. What program/policy the paid media is supporting;
 - ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol;
 - iii. The amount allocated for paid media;
 - iv. Anticipated creative costs associated with the paid media; and
 - v. The measures that will be used to assess message recognition and penetration of the target audience.
- (c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation", or "Funded by FDOT", or FDOT logo, "Brought to you by" or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.
 - (d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this Agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

78. Public Information and Education Items. Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

- (a) What public information or educational item is being requested;
- (b) What program/policy is the item supporting;
- (c) Who the target audience is;
- (d) How the item will be distributed;
- (e) Estimated unit cost(s) for the item; and
- (f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the Project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation" or "Funded by FDOT" shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

79. Publication and Printing of Observational Surveys and Other Reports.

- (a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.
- (b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.
- (c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:
 - i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.
 - ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

80. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

81. Special Conditions.

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this Agreement are as follows:

CFDA Number and Title:

- ☒ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program)

***Federal Funds Awarded:** \$65,000

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 0%

****Award is for R&D:** No

*The federal award amount may change with supplemental agreements

**Research and Development as defined at 2 CFR §200.87

Federal resources awarded pursuant to this Agreement are subject to the following audit requirements:

- (a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this Agreement may also be subject to the following:

- (a) Federal Funding Accountability and Transparency Act (FFATA) System for Award Management (SAM)
www.sam.gov
- (b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

<u>Federal Award Identification Number (FAIN):</u>	<u>FAIN Award Date:</u>
69A37525300004020FL0	05/14/2025

Project Title: Speeding and Aggressive Driving Program
Project Number: SC-2026-00169
FDOT Contract Number: G3K87

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

<p><i>(For FDOT Use Only)</i></p> <p>STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION</p> <p>By: _____ <i>Authorized FDOT State Safety Office Representative</i></p> <p>Date: _____ <i>Date Signed</i></p>	<p>SUBRECIPIENT</p> <p>By: _____ <i>Signature of Authorized Representative</i></p> <p>Name: _____ <i>Authorized Representative's Name Printed</i></p> <p>Title: _____ <i>Authorized Representative's Title Printed</i></p> <p>Date: _____ <i>Date Signed</i></p>
<p>Reviewed for the Florida Department of Transportation:</p> <p>By: _____ <i>Authorized FDOT Attorney</i></p> <p>Date: _____ <i>Date Signed</i></p>	<p>IMPLEMENTING AGENCY</p> <p>By: _____ <i>Signature of Authorized Representative</i></p> <p>Name: _____ <i>Authorized Representative's Name Printed</i></p> <p>Title: _____ <i>Authorized Representative's Title Printed</i></p> <p>Date: _____ <i>Date Signed</i></p>



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: BR-2026-117

Agenda Item #: 6g.

Submitted By: Lafayette Hodges

Presentation By: Michael Balken

Department: Police

FORMAL TITLE:

Budget Resolution 2026-117 to amend the Fiscal Year 2025-26 budget to accept and appropriate funds from the Florida Department of Transportation to reimburse overtime expenses relating to the Distracted Driving Program in the amount of \$40,000

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

On November 14, 2025, the Ocala Police Department (OPD) was notified that the Florida Department of Transportation State Safety Office awarded \$40,000 in grant funding to support the Distracted Driving Program. The grant will provide reimbursement for overtime worked by OPD sworn law enforcement officers to be utilized by September 30, 2026. This funding enables OPD to expand enforcement capacity without requiring a local match, which directly supports roadway safety initiatives.

FINDINGS AND CONCLUSIONS:

OPD will implement targeted distracted driving enforcement operations including monthly patrols and saturation efforts in high-collision corridors. These activities are designed to reduce traffic violations, deter unsafe driving behaviors, and lower the incidence of distracted driving crashes. By focusing resources on known problem areas, OPD will enhance public safety and advance the City's Quality of Place strategic goal.

FISCAL IMPACT:

The City will receive \$40,000 in grant funding to assist the Ocala Police Department with this program. No match is required; however, any additional benefit costs shall be absorbed by the City. Funds will be housed in account 001-050-843-521-52-14010 (Overtime) and 21010 (FICA). All other benefits/residual funds will be absorbed by the City and charged to the home accounts 001-018-830-521-52-22029, 001-018-830-521-52-23010, and 001-018-830-521-52-24010. The MUNIS contract number is 260281.

PROCUREMENT REVIEW:

This Grant Agreement has been reviewed by the Procurement & Contracting Officer in compliance with City policy.

LEGAL REVIEW:

N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

BUDGET RESOLUTION 2026-117

A RESOLUTION TO AMEND THE FISCAL YEAR 2025-26 BUDGET TO ACCEPT AND APPROPRIATE A FLORIDA DEPARTMENT OF TRANSPORTATION GRANT IN THE AMOUNT OF \$40,000

WHEREAS, the City of Ocala has been identified by the Florida Department of Transportation (FDOT) as a priority jurisdiction for targeted enforcement due to elevated rates of injuries and fatalities linked to distracted driving; and

WHEREAS, the Ocala Police Department has demonstrated measurable success in prior FDOT-funded enforcement programs contributing to its selection for continued support under the Distracted Driving Initiative; and

WHEREAS, on November 14, 2025, the Ocala Police Department was awarded \$40,000 in grant funding under Project Number DD-2026-00170 / FDOT Contract #G3K18, to support overtime reimbursement for OPD sworn law enforcement officers conducting high-visibility enforcement operations targeting distracted driving violations; and

WHEREAS, the grant period extends through September 30, 2026, and supports monthly enforcement operations and saturation patrols in high-risk corridors to reduce distracted driving collisions; and

WHEREAS, the Ocala Police Department's budget includes fringe benefits coverage, and any residual benefit costs will be absorbed by designated home accounts; and

WHEREAS, this initiative supports the City's Quality of Place strategic goal by enhancing roadway safety and reducing preventable traffic-related injuries and fatalities.

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2025-26 budget be amended as outlined

below to appropriate \$40,000.

Source:

001-334-000-000-09-33488	General Fund-FDOT Safety Grants	\$40,000
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Use:

001-050-843-521-52-14010	Salaries-Overtime	\$37,808
001-050-843-521-52-21010	Salaries-FICA Taxes	<u>\$ 2,192</u>
	TOTAL	\$40,000

ATTEST:

CITY OF OCALA

By:
Angel B. Jacobs
City Clerk

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

<i>For FDOT Use Only</i>		FDOT Contract Number: G3K18	
Project Number: DD-2026-00170		FDOT UEI Number: RFKGNHR7ZH37	
Federal Funds Awarded: \$40,000		Subgrant End Date: 09/30/2026	
Subgrant Award (Start) Date:			
Part I: GENERAL ADMINISTRATIVE INFORMATION			
1. Project Title: Distracted Driving			
2. Federal Funding: \$40,000		Match: \$0 Total Cost: \$40,000	
3. Subrecipient Agency: Agency Name: City of Ocala Address: 110 SE Watula Avenue City: Ocala State: Florida Zip: 34471-1174		4. Implementing Agency: Agency Name: Ocala Police Department Address: 402 S Pine Ave City: Ocala State: Florida Zip: 34471-1174	
5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 596000392 002			
6. Federal Unique Entity Identifier (UEI) Number: LSNNNBN7BL45			
7. Chief Financial Officer: Name: Catherine Larson Address: 201 SE 3rd Street City: Ocala State: Florida Zip: 34471-1174 Telephone: (352) 629-8235 E-mail: clarson@ocalafl.gov		8. Project Director: (Can not receive any benefit under this subgrant) Name: Lafayette Hodges Address: 402 S Pine Ave City: Ocala State: Florida Zip: 34471-1174 Telephone: (352) 274-8646 E-mail: lhodges@ocalapd.gov	
9. Financial Reimbursement Contact: Name: Lafayette Hodges Title: Grants& Sustainability Coordinator Telephone: (352) 274-8646 E-Mail: lhodges@ocalapd.gov		10. Project Activity Contact: Name: Justin Arnold Title: Sergeant Telephone: (352) 369-7000 E-Mail: jarnold@ocalapd.gov	
11. Payment Remittance Address: Name: City of Ocala Address: 110 SE Watula Ave City: Ocala State: Florida Zip: 34471-1174			

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the Project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

1. Statement of the Problem:

The city of Ocala is facing a critical traffic safety problem: distracted driving. According to the FY 2026 Highway Safety Matrix Rankings of Florida Cities, Ocala ranks 4th out of 105 cities in Group 2 (population 15,000 to 74,999) for traffic crashes. This alarming ranking underscores the urgent need for targeted interventions to address distracted driving in our community.

Distracted driving poses a significant threat to public safety, causing injuries, fatalities and economic burdens on individuals, families and the community. In Ocala, distracted driving crashes are a persistent problem, with 689 crashes occurring in 2024, an 8% increase from the previous year. These crashes not only harm individuals but also impact on our quality of life, economic vitality and overall well-being.

This subgrant proposal seeks to address the distracted driving problem in Ocala through a comprehensive approach that combines education, enforcement, and community engagement. By implementing evidence-based strategies and leveraging partnerships with local stakeholders, we aim to reduce distracted driving crashes, injuries and fatalities in our community.

2. Proposed Solution:

The Ocala Police Department is committed to reducing the devastating consequences of distracted driving through a comprehensive program. By leveraging crash data analysis and community insights, we will identify high-risk locations and develop targeted enforcement strategies to combat distracted driving. To address distracted driving in Ocala, we plan to implement High-Visibility Enforcement operations, conducting regular distracted driving enforcement operations in high-crash corridors and during peak times of day.

Our program will utilize a fact-based strategy, analyzing traffic crash data to pinpoint areas with high frequencies of distracted driving-related crashes, injuries, and fatalities. This data-driven enforcement strategy will also incorporate knowledge of the area, community feedback and officer expertise to perform enforcement operations and maximize impact. In addition to enforcement efforts, we will launch a targeted public awareness campaign to educate the public about the dangers of distracted driving. Utilizing social media platforms, we will disseminate engaging content and messaging to raise awareness and promote responsible driving practices.

Lastly, education and awareness are critical components of our program. By fostering a culture of responsible driving practices, we aim to reduce distracted driving-related fatalities and serious injuries within the city of Ocala. Our public awareness campaign will complement enforcement efforts, encouraging motorists to make informed choices and adopt safe driving habits.

3. Project Objectives:

- a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by FDOT State Safety Office.
- b. Strive to decrease distracted-driving crashes and fatalities citywide by 5% when compared to the 10/01 to 06/30 time period from the previous year.
- c. Conduct at least 4 distracted driving high visibility overtime enforcement operations per quarter.
- d. Conduct a minimum of 2 educational/community outreach events to increase distracted driving awareness during the project period.
- e. Provide distracted driving information and education through the use of multimedia outlets (i.e., message boards, local media outlets, social media, press releases and/or printed materials) at least 2 times during the project period.

4. Evaluation:

- a. Enforcement activity start date.
- b. Distracted driving-related crashes and fatalities are reduced by 5% citywide, compared to the 10/01 to 06/30 period from the previous year.
- c. The number of distracted driving high visibility overtime enforcement operations conducted per quarter.
- d. Detail all educational/community outreach events conducted and/or participated in to increase distracted driving awareness during the project period.
- e. The number of instances that distracted driving information and education are provided to the public through the use of multimedia outlets per month.

Part III: PROJECT DETAIL BUDGET

Project Title: Distracted Driving
Project Number: DD-2026-00170
FDOT Contract Number: G3K18

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services					
Overtime Salary and Benefits	Overtime Salary and Benefits for law enforcement officers, benefits to include FICA (Social Security and Medicare), and Retirement.	\$40,000	\$	\$40,000	No
Subtotal:		\$40,000	\$0	\$40,000	
B. Contractual Services					
Subtotal:		\$0	\$0	\$0	
C. Expenses					
Subtotal:		\$0	\$0	\$0	
D. Equipment Costing \$10,000 or More					
Subtotal:		\$0	\$0	\$0	
E. Indirect Cost					
0%		\$0		\$0	
Subtotal:		\$0		\$0	
Total Cost of Project:		\$40,000	\$0	\$40,000	

Part IV: PERFORMANCE REPORT

Project Title: Distracted Driving
Project Number: DD-2026-00170
FDOT Contract Number: G3K18

Minimum Performance Standards

The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.

1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Provide assistance and support for Distracted Driving Enforcement and Education.
4. Conduct distracted driving high visibility enforcement operations.
5. Conduct outreach/educational activities for distracted driving.

National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting

The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)

1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "Department"), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or Federal law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this Agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. **Audit.** The administration of resources awarded through the Department to the Subrecipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.
 - (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
 - (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

- iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).
- iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the Federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 - 5. Withhold further Federal awards for the Project or program; and/or
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and Project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, Section 215.97, F. S., and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

- (c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation (USDOT) and the Comptroller General of the United States, or their designees.
- (d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's, FHWA's and/or NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. **Offsets.** If, after Agreement completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. **Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with USDOT, FHWA, and/or NHTSA Buy America requirements, including all applicable standards, orders, regulations, and waivers. For NHTSA funded Projects, Subrecipient agrees to comply with NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

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

Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

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

6. Code of Conduct. The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

(a) The Subrecipient agrees to the following disclosures:

- i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to FHWA and/or NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.
- ii. FHWA and/or NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, FHWA and/or NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of FHWA and/or NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
- iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by FHWA and/or NHTSA or with an organization whose interests may be substantially affected by FHWA and/or NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. Conferences and Inspection of Work. Conferences may be held at the request of any party to this Agreement. Representatives of the Department or the USDOT, or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

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

9. Debarment and Suspension. No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. Disadvantaged Business Enterprises (DBE).

(a) The Subrecipient agrees to the following assurance:

The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

- (b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

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

11. Methods of Procurement. Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

- (a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

- 15. No Federal Obligation.** This Agreement is financed by federal funds. However, payments to the Subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, FHWA and/or NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.
- 16. Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), 49 CFR part 21, and 28 CFR 50.3;
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);
 - (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
 - (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipients and contractors, whether such programs or activities are Federally-funded or not);
 - (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38; and
 - (h) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

- (1) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- (2) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;
- (3) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, FHWA and/or NHTSA;
- (4) That, in the event the Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or FHWA and/or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- (5) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program.

17. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. Political Activity. The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. Property Accountability. The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this Agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

21. Restrictions on Lobbying. The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

(a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with FHWA and/or NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22. Termination and Suspension.

- (a) **Generally.** If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.
- (b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.
- (c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days’ advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

- 23. **Human Trafficking.** The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient’s contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.
- 24. **Unauthorized Aliens.** The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- 25. **Title VII - Civil Rights Act of 1964.** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.
- 26. **Americans with Disabilities Act of 1990 (ADA).** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101 et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.
- 27. **Integrity Certification.** By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

28. Federal Encouragements.

- (a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.
- (b) **Policy on Banning Text Messaging While Driving.** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and
 - iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

- (a) **Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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 following the date of being placed on the convicted vendor list.
- (b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- (c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this Agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

- (a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

- (b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
- (c) Shall adhere to the requirements in Section 448.095, F.S.

34. Indemnification and Insurance.

- (a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.
- (b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

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

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."
- (c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this Agreement specifically agree that no provision in this Agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

- 40. Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
- "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
 - The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
 - The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
- 41. Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
- 42. Department Not Obligated to Third Parties.** The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
- 43. Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- 44. When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- 45. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- 46. Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
- 47. Bonus or Commission.** By execution of this Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- 48. Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:
- Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450
- 49. Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- 50. Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
- 51. Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

52. Agreement not Assignable. The Subrecipient may not assign any of its rights or obligations under this Agreement.

GRANT MANAGEMENT

53. Amendments. The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

54. Disputes and Appeals. Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

55. Equipment. Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds. All equipment should be purchased by the Subrecipient within the first ninety days of the subgrant award date unless otherwise approved in writing by the FDOT State Safety Office.

- (a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.
- (b) **Equipment Costing \$10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of \$10,000 or more per unit shall be subject to the following requirements:
 - i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.
 - ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.
- (c) **Disposition of Equipment Costing \$10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.
- (d) **Disposition of Equipment Costing Less than \$10,000.** Equipment that does not meet the unit purchase price threshold of \$10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.
- (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

- (f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 200.313. The Subrecipient must use the equipment for the authorized purposes of the Project, whether or not the Project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this Project or for other uses authorized by USDOT.

56. Expense Purchases for \$200 or more: Any office, training, communication, or computer supplies (including computers) with a per item unit cost of \$200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

57. Excusable Delays. Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

58. How this Agreement is Affected by Provisions Being Held Invalid. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

59. Ineligibility for Future Funding. The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

- (a) Failure to provide the required audits;
- (b) Failure to provide required performance and final narrative reports in the required time frame;
- (c) Failure to perform work described in Part II of this Agreement;
- (d) Failure to provide reimbursement requests and performance reports in the required time frame;
- (e) Providing fraudulent performance reports or reimbursement requests; or
- (f) Misuse of equipment purchased with Federal highway safety funds.

60. Performance. In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the Project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

61. Personnel Hired or Paid Under this Agreement.

- (a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.
- (b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.
- (c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.
- (d) **Overtime.**
 - i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.
 - ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
 - iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
 - iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

62. Reports. The following reports are required for reimbursement of subgrant funding:

- (a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.
- (b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31, unless otherwise approved in writing by the FDOT State Safety Office. A Final Narrative Report for a project funded by FHWA must meet the same standards and shall be submitted by July 31, unless otherwise approved in writing by the FDOT State Safety Office. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.
- (c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.
- (d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

63. Term of this Agreement. This Agreement shall begin on the date the last party signs and shall end on September 30 for NHTSA funded agreements and June 30 for FHWA funded agreements, unless otherwise stipulated by the FDOT State Safety Office on the first page on this Agreement. In the event this Agreement is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

64. Travel.

- (a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers*.
- (b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by Executive Order or other guidance from the Governor of Florida; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.
- (c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:
 - i. Purchase of airfare;
 - ii. Travel to conference;
 - iii. Travel which includes a registration fee;
 - iv. Out-of-subgrant-specified work area travel; or
 - v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

- (d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed \$225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of \$225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the \$225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply. An exception to this lodging reimbursement limit may be granted for out-of-state travel if specifically approved in advance, in writing by the FDOT State Safety Office.
- (e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.
- (f) **Rental Vehicles.** Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

65. Vehicles. Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

66. Allowable Costs. The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this Agreement shall be allowable.

67. Subcontract Agreements.

(a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.

(b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:

- i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);
- ii. Total contract amount;
- iii. Scope of work/Services to be provided;
- iv. Quantifiable, measurable, and verifiable units of deliverables;
- v. Minimum level of service to be performed and criteria for evaluating successful completion;
- vi. Budget/Cost Analysis; and
- vii. Method of compensation/Payment Schedule.

(c) **Additional Required Clauses.**

- i. **All subcontract agreements shall contain the following statement:**
"The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert Project number). A final invoice must be received by (insert date) or payment will be forfeited."
- ii. **Buy American Act Clause** (see Section 4 of Part V)
- iii. **Certification Regarding Federal Lobbying** (see Section 21(a) of Part V)
- iv. **Cooperation with Inspector General** (see Section 32 of Part V)
- v. **DBE Clause** (see Section 10 of Part V)
- vi. **E-Verify Clause** (see Section 33 of Part V)
- vii. **Nondiscrimination Clause** (see Section 16(h) of Part V)
- viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of \$150,000) (see Section 5 of Part V)

- ix. **Integrity Certification Clause** (see Section 27 of Part V)
- x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of \$100,000) (see Section 8 of Part V)
- xi. **Indemnification and Insurance** (see Section 34(b) of Part V)
- xii. **Policy on Banning Text Messaging While Driving Act** (subcontracts in excess of \$15,000) (see Section 28(b) of Part V)
- xiii. **Human Trafficking Clause** (see Section 23 of Part V)
- xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** (see Section 12 of Part V)
- xv. **Termination for Convenience** (see Section 22(c) of Part V)

68. Indirect Costs. Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200, OMB's Uniform Grants Guidance 2024 Revision, and the Subrecipient's federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used unless the Subrecipient elected to use a reduced indirect rate in the competitive concept paper application process. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

Subrecipients will be reimbursed for indirect costs up to the first \$50,000 of each subcontract/subaward based on their federally approved negotiated indirect cost rate agreement. Under this Agreement, a subcontract and subaward are treated the same based on their requirement to contribute to the goals and objectives of the project, their purpose in carrying out a portion of the Federal award, and their overall contribution to project implementation.

69. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this Agreement period. Only Project costs incurred on or after the effective date and on or prior to the end date of this Agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

70. Procedures for Reimbursement.

- (a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).
- (b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

- (c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed, indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

- a. **Salaries:** Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay can be submitted. If this document does not reflect the information needed for a more thorough financial analysis, the Subrecipient shall submit additional pay documentation in a timely manner when requested.
- b. **Fringe Benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- c. **Workers' Compensation:** Subrecipients shall provide a Contribution Indication and Bind Order, or other documentation deemed equivalent, prior to the reimbursement of costs associated with workers' compensation. Self-insurers (municipalities and counties) shall be reimbursed using the current rate for class code 7720, as set by the National Council on Compensation Insurance (NCCI), unless sufficient documentation is provided to justify the use of a different rate or to show a lower rate was requested. All reimbursement of workers compensation costs shall be calculated in accordance with Rule 2 "Premium Basis and Payroll Allocation" of the NCCI's Basic Manual.

- ii. **Contractual Services.** Should be supported by a copy of the approved, fully executed subcontract agreement, an invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.
- iii. **Expenses.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.
- v. **Equipment Costing \$10,000 or More.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between colleges and universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

- (d) **Non-Aligned Purchases Pre-Approval Requirement:** Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th) for NHTSA funded agreements. A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office within the first 90 days of the subgrant start date in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received can a purchase be made.
- (e) **Frequency and Deadlines for Submission.**
- i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner, or failure to establish and maintain communication with the FDOT State Safety Office regarding claim submissions, may result in this Agreement being terminated.
 - ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office. Such a request should be distinctly identified as Final and include FDOT Form 500-065-20 Final Narrative Report.
- The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office.**
- (f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.
- (g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of \$10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.
- (h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.
- (i) **Artificial Intelligence (AI) Reimbursement.** The purchase of software whose primary purpose is Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.
- (j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.
- (k) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

- (l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.
- (m) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- (n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:
 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.
- iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

71. Tracking and Retention of Financial Records. The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and Projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

72. Program Income. Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.

- 73. Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.
- 74. Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this Project shall be disbursed in accordance with the provisions of the Project Detail Budget (Part III of this Agreement) as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

- 75. Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.

76. Enforcement.

- (a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.
- (b) **Aircraft Enforcement.** Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.
- (c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.
- (d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.
- (e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.
High Visibility Enforcement is defined as:

Intense: Enforcement activities are over and above what normally takes place.

Frequent: Enforcement occurs often enough to create general deterrence.

Visible: A majority of the public sees or hears about the enforcement.

Strategic: Enforcement targets high-risk locations during high-risk times.
- (f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.
- (g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.
- (h) **Impaired Driving Enforcement.**
 - i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.
 - ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving mobilizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.

- iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:
 - a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;
 - b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;
 - c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;
 - d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;
 - e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or
 - f. Be an active certified Drug Recognition Expert (DRE).
- (i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
 - i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.
- (k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving mobilization for Operation Southern Slow Down.
 - i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (l) **Teen Safe Driving Enforcement.**
 - i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations.
 - ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (m) **Campaign Reporting.** All law enforcement agencies that receive subgrant funding are strongly encouraged to report activity in NHTSA mobilizations to the Florida Law Enforcement Liaison Program during the campaign reporting periods
- (n) **Administrative Hours Limitation.** Administrative hours may be charged to the subgrant; however, the total cost associated with administrative time shall not exceed 10 hours per month. It is the responsibility of the Subrecipient to ensure that all administrative charges are reasonable, necessary, and properly documented.
- (o) **Emergency Response During Subgrant Funded Activities.** If a law enforcement emergency occurs during a subgrant-funded detail and response is required by an officer(s) working that detail, the officer(s) is allowed up to one hour of subgrant-time to respond and return to the traffic enforcement patrol. Any time beyond that hour, or costs related to additional emergencies during the detail, must be covered by the Subrecipient.
- (p) **Additional Reports.** The FDOT State Safety Office reserves the right to request a copy of any subgrant-funded Computer Aided Report (CAD).

77. Public Service Announcements, Marketing, and Advertisements.

- (a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.
- (b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

- i. What program/policy the paid media is supporting;
 - ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol;
 - iii. The amount allocated for paid media;
 - iv. Anticipated creative costs associated with the paid media; and
 - v. The measures that will be used to assess message recognition and penetration of the target audience.
- (c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation", or "Funded by FDOT", or FDOT logo, "Brought to you by" or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.
 - (d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this Agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

78. Public Information and Education Items. Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

- (a) What public information or educational item is being requested;
- (b) What program/policy is the item supporting;
- (c) Who the target audience is;
- (d) How the item will be distributed;
- (e) Estimated unit cost(s) for the item; and
- (f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the Project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation" or "Funded by FDOT" shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

79. Publication and Printing of Observational Surveys and Other Reports.

- (a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.
- (b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.
- (c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:
 - i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.
 - ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

80. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

81. Special Conditions.

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this Agreement are as follows:

CFDA Number and Title:

- ☒ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program)

***Federal Funds Awarded:** \$40,000

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 0%

****Award is for R&D:** No

*The federal award amount may change with supplemental agreements

**Research and Development as defined at 2 CFR §200.87

Federal resources awarded pursuant to this Agreement are subject to the following audit requirements:

- (a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this Agreement may also be subject to the following:

- (a) Federal Funding Accountability and Transparency Act (FFATA) System for Award Management (SAM)
www.sam.gov
- (b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

<u>Federal Award Identification Number (FAIN):</u>	<u>FAIN Award Date:</u>
69A37525300004020FL0	05/14/2025

Project Title: Distracted Driving
Project Number: DD-2026-00170
FDOT Contract Number: G3K18

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only)

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Authorized FDOT State Safety Office Representative

Date: _____
Date Signed

Reviewed for the Florida Department of Transportation:

By: _____
Authorized FDOT Attorney

Date: _____
Date Signed

SUBRECIPIENT

By: _____
Signature of Authorized Representative

Name: Peter A. Lee
Authorized Representative's Name Printed

Title: City Manager
Authorized Representative's Title Printed

Date: 12-9-2025
Date Signed

IMPLEMENTING AGENCY

By: _____
Signature of Authorized Representative

Name: Peter A. Lee
Authorized Representative's Name Printed

Title: City Manager
Authorized Representative's Title Printed

Date: 12-9-2025
Date Signed



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0398

Agenda Item #: 6i.

Submitted By: Christopher Ramos

Presentation By: Christopher Ramos

Department: Information Technology

FORMAL TITLE:

One-year renewal of contract with Granicus for video streaming, agenda management, and captioning services with an estimated expenditure amount of \$52,085

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence

PROOF OF PUBLICATION:

N/A

BACKGROUND:

On October 15, 2019, the City of Ocala entered into a Master Subscription Agreement with Granicus to enhance its public meeting transparency and accessibility. This agreement established the framework for ongoing services, including video streaming, agenda management, and closed captioning. It governs all subsequent orders and renewals, ensuring continuity and consistency in the delivery of Granicus solutions.

FINDINGS AND CONCLUSIONS:

The City of Ocala receives a comprehensive video and transparency solution from Granicus that includes live streaming of public meetings, real-time agenda indexing, and the creation of official minutes. The service also provides access to a media management platform for uploading and archiving meeting content, along with tools for publishing searchable agendas and documents. Additionally, the City receives 180 hours of live closed captioning annually to support ADA compliance and enhance accessibility. Setup, configuration, and basic support for all hardware and software components are included under the agreement.

Staff recommends approval.

FISCAL IMPACT:

Funds for the annual renewal of \$52,085 are budgeted/encumbered in account #001-035-530-516-51-52045 and #001-035-530-516-51-31010 and will be paid under Contract No. 260192

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

Granicus Budgetary Proposal for Ocala, FL

ORDER DETAILS

Prepared By: Daniel Oliveros
Phone:
Email: daniel.oliveros@granicus.com
Order #: Q-486189
Prepared On: 30 Sep 2025
Expires On: 05 Nov 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 45 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription
End Date: 05 Nov 2025
Period of Performance: 06 Nov 2025 - 05 Nov 2026

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Government Transparency Suite	Annual	1 Each	\$8,071.97
Upgrade to SDI 720p Streaming	Annual	1 Each	\$3,936.05
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,885.96
Recurring Captioning Services	Annual	180 Hours	\$38,190.60
Open Platform Suite	Annual	1 Each	\$0.00
SUBTOTAL:			\$52,084.58

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-486189 dated 30 Sep 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Ocala, FL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and conditions set forth in the Agreement effective 06 Nov 2019 are incorporated herein by reference.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Ocala, FL

Granicus Budgetary Proposal for Ocala, FL

Please note: This is not an invoice. This is a budgetary proposal that outlines the products and fees associated with the subscription renewal. Please inform the Granicus Contact listed below if you wish to issue a PO against this budgetary proposal.

ORDER DETAILS

Prepared By: Korgbae Freeman
Phone:
Email: korgbae.freeman@granicus.com
Order #: Q-224552
Prepared On: 09/02/2022
Expires On: 11/05/2022

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription
End Date: 11/05/2022
Period of Performance: 11/06/2022 - 11/05/2023

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Government Transparency Suite	Annual	1 Each	\$6,291.82
Upgrade to SDI 720p Streaming	Annual	1 Each	\$3,068.02
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,470.05
IQM2 – MeMa Integration	Annual	1 Each	\$0.00
Recurring Captioning Services	Annual	180 Hours	\$29,768.40
Open Platform Suite	Annual	1 Each	\$0.00
SUBTOTAL:			\$40,598.29

TERMS & CONDITIONS

- The terms and conditions set forth in the Agreement effective 11/06/2019 are incorporated herein by reference.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Ocala, FL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Ocala, FL

Granicus Budgetary Proposal for Ocala, FL

Please note: This is not an invoice. This is a budgetary proposal that outlines the products and fees associated with the subscription renewal. Please inform the Granicus Contact listed below if you wish to issue a PO against this budgetary proposal.

ORDER DETAILS

Prepared By: Bernadette Foley
Phone: (651) 925-5781
Email: bernadette.foley@granicus.com
Order #: Q-135563
Prepared On: 07/28/2021
Expires On: 11/05/2021

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 11/05/2021
Period of Performance: 11/06/2021 - 11/05/2022

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Government Transparency Suite	Annual	1 Each	\$5,880.21
Upgrade to SDI 720p Streaming	Annual	1 Each	\$2,867.31
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,373.88
IQM2 – MeMa Integration	Annual	1 Each	\$0.00
Recurring Captioning Services	Annual	180 Hours	\$27,820.80
Open Platform Suite	Annual	1 Each	\$0.00
SUBTOTAL:			\$37,942.20

TERMS & CONDITIONS

- The terms and conditions set forth in the Agreement effective 11-06-2019 are incorporated herein by reference.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Ocala, FL to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

Master Subscription Agreement

This Master Subscription Agreement ("**Agreement**") is entered into and effective 10/15/ 2019 ("**Effective Date**") by and between the City of Ocala a Florida municipal corporation ("**Customer**") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). Customer and Granicus may each be referred to herein as "**Party**" or collectively as "**Parties**".

By accessing the Granicus Products and Services, Customer accepts this Agreement. Notification to Customer will be via email or posting to the Granicus website.

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

"**Agreement Term**" means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.

"**Extension Term**" means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.

"**Granicus Products and Services**" means the products and services made available to Customer pursuant to this Agreement, which may include Granicus products and services accessible for use by Customer on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

"**Initial Term**" shall have the meaning specified in Exhibit A or Order or SOW between Granicus and Customer for the first duration of performance that Customer has access to Granicus Products and Services.

"**Order**" means a written order, proposal, or purchase document in which Granicus agrees to provide and Customer agrees to purchase specific Granicus Products and Services.

"**Order Term**" means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Customer has committed to pay for, Granicus Products and Services.

"**Statement of Work**" or "**SOW**" means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.

"**Support**" means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

2. **Ordering and Scope**

2.1. **Ordering Granicus Products and Services.** The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Customer accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

- 2.2. Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Customer is not materially diminished.
- 2.3. Future Functionality.** Customer acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.
- 2.4. Cooperative Purchasing.** To the extent permitted by law and approved by Customer, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Customer and the applicable additional party upon written request.
- 3. Use of Granicus Products and Services and Proprietary Rights**

 - 3.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Customer as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.
 - 3.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Customer hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the Granicus Products and Services up to the levels limited in the applicable Order or SOW.

 - 3.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Customer sources (interactions with end users and opt-in contact lists). Customer cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing.
 - 3.2.2. Passwords.** Passwords are not transferable to any third party. Customer is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Customer's passwords.
 - 3.2.3. Content.** Customer can only use Granicus Products and Services to share content that is created by and owned by Customer and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Customer, can be removed or limited by Granicus.

 - 3.2.3.1. Disclaimers.** Any text, data, graphics, or any other material displayed or published on Customer's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.
 - 3.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Customer or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Customer and a third party that compensates Customer for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

- 3.2.5. Granicus Subscriber Information for Communications Cloud Suite only**
- 3.2.5.1. Data Provided by Customer.** Data provided by Customer and contact information gathered through Customer's own web properties or activities will remain the property of Customer ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Customer, unless required by law.
- 3.2.5.2. Data Obtained through the Granicus Advanced Network**
- 3.2.5.2.1.** Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus customer's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.
- 3.2.5.2.2.** Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Customer is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Customer upon termination of any Granicus Order, SOW or Exhibit. Customer shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Customer within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.
- 3.2.5.2.3.** Opt-In. During the last 10 calendar days of Customer's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Customer may send an opt-in email to Network Subscribers that shall include an explanation of Customer's relationship with Granicus terminating and that the Network Subscribers may visit Customer's website to subscribe to further updates from Customer in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Customer upon termination.
- 3.3. Restrictions. Customer shall not:**
- 3.3.1.** Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;
- 3.3.2.** Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus customers;
- 3.3.3.** Customer must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
- 3.3.4.** Customer must not use the Services as a door or signpost to another server.
- 3.3.5.** Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;
- 3.3.6.** Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;

- 3.3.7. Use the Granicus Products and Services for any unlawful purposes;
 - 3.3.8. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
 - 3.3.9. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
 - 3.3.10. Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.
 - 3.4. **Customer Feedback.** Customer assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Customer relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.
 - 3.5. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Customer. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.
- 4. Payment**
- 4.1. **Fees.** Customer agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Customer's responsibility to provide applicable exemption certificate(s). Customer is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption Number: 85-8012621655C-9). The Customer's Employer Identification Number is 59-60000392.
 - 4.2. **Disputed Invoiced Amounts.** Customer shall provide Granicus with detailed written notice of any amount(s) Customer reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Customer has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Customer's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Customer's acceptance of the content of such invoice.
 - 4.3. **Price Increases.** Any price increases not negotiated in advance shall be provided by Granicus to Customer at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by up to ten (10) percent per year.
- 5. Representations, Warranties and Disclaimers**
- 5.1. **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
 - 5.2. **Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.

5.3. Disclaimers. EXCEPT AS PROVIDED IN SECTIONS 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidential Information

6.1. Confidential Information. It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

6.2. Exceptions. Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; (vi) is disclosed with the prior written approval of the Disclosing Party, or (vii) is required to be produced pursuant to the Florida Public Records Act, Chapter 119, Florida Statutes.

6.3. Storage and Sending. In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Customer provide such notice, Customer must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that

can be accessed after authentication against a secure interface managed by Customer. Customer is ultimately accountable for the security and privacy of data held by Granicus on its behalf.

- 6.4. Return of Confidential Information.** Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

7. Term and Termination

- 7.1. Agreement Term.** The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Customer's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services will automatically renew at the end of each term for an Extension Term of one (1) year.
- 7.2. Effect of Termination.** If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Customer be entitled to a refund of any prepaid fees upon termination.
- 7.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.
- 7.4. Rights and Obligations After Termination.** In the event of expiration or termination of this Agreement, Customer shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.
- 7.5. Survival.** All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

8. Limitation of Liability

- 8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY

OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CUSTOMER DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

- 8.2. LIMITATION OF LIABILITY.** EXCEPT FOR CUSTOMER'S BREACH OF SECTION 3.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CUSTOMER FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. Indemnification

- 9.1. Indemnification by Granicus.** Granicus will defend Customer from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Customer any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Customer harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Customer (or by anyone under Customer's direction or control or using logins or passwords assigned to Customer); (ii) a modification made by Granicus pursuant to Customer's required instructions or specifications or in reliance on materials or information provided by Customer; or (iii) Customer's use (or use by anyone under Customer's direction or control or using logins or passwords assigned to Customer) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Customer's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.
- 9.2. Indemnification by Customer.** Customer shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Customer's (or that of anyone authorized by Customer or using logins or passwords assigned to

Customer) use or modification of any Granicus Products and Services; (b) any Customer content; or (c) Customer's violation of applicable law. Notwithstanding the foregoing, Customer's liability resulting from its obligation to indemnify shall not exceed greater of \$200,000 per person or \$300,000 per incident or occurrence, as set forth in Section 768.28, Florida Statutes

- 9.3. Defense.** With regard to any Claim subject to Indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

10. General

- 10.1. Relationship of the Parties.** Granicus and Customer acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.
- 10.2. Subcontractors.** Granicus agrees that it shall be responsible for all acts and omissions of its subcontractors to the same extent Granicus would be responsible if committed directly by Granicus.
- 10.3. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 10.4. Amendments.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties. Notwithstanding the foregoing, Granicus retains the right to revise the policies referenced herein at any time, so long as the revisions are reasonable and consistent with industry practices, legal requirements, and the requirements of any third-party suppliers.
- 10.5. Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 10.6. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 10.7. No Third-Party Beneficiaries.** Subject to Section 10.6, this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

- 10.8. Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Parties are as follows:

Granicus		the City of Ocala	
ATTN:	Contracts	ATTN:	Tiffany Kimball Contracting Officer
Address:	408 St. Peter Street Suite 600 Saint Paul, MN 55102	Address:	110 SE Watula Avenue Ocala, Florida 34471
Phone:	(651) 757-4154	Phone:	352-629-8366
Email:	contracts@granicus.com	Email:	tkimball@ocalafl.org

- 10.9. Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 10.10. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of Florida, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Marion County, Florida.
- 10.11. Entire Agreement.** This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Customer agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Customer's request for RFI, RFP, RFQ; and (5) Customer's RFI, RFP, RFQ.
- 10.12. Reference.** Notwithstanding any other terms to the contrary contained herein, Customer grants Granicus the right to use Customer's name and logo in customer lists and marketing materials.

10.13. Injunctive Relief. Granicus is entitled to obtain injunctive relief if Customer's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly-authorized representatives on the Effective Date as set forth above.

Granicus

By: [Signature]
(Authorized Signature)

Name: Dawn Kubat
(Print or Type Name of Signatory)

Title: VP of Legal

Date: 11/16/2019
(Execution Date)

the City of Ocala

By: [Signature]
(Authorized Signature)

Name: Jay A. Musleh
(Print or Type Name of Signatory)

Title: City Council President Pro Tem

Date: 11/04/19
(Execution Date)



Attachment(s): Exhibit A (Proposal)

Approved as to form and legality:

[Signature]
Robert W. Batsel, Jr.
Assistant City Attorney

ATTEST:
[Signature]
Angel B. Jacobs, City Clerk



Exhibit A

Granicus Proposal for Ocala, FL

Granicus Contact

Name: Brittany Catallozzi

Phone: 631 619 2016

Email: brittany.catallozzi@granicus.com

Proposal Details

Quote Number: Q-58271

Prepared On: 10/21/2019

Valid Through: 11/30/2019

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 36 months.

One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Open Platform - Setup and Configuration	Upon Delivery	1 Hours	\$0.00
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	Upon Delivery	1 Each	\$3,500.00
Granicus Encoding Appliance Hardware - Setup & Config	Upon Delivery	1 Each	\$875.00
US Shipping Charge C - Large Item	Upon Delivery	1 Each	\$125.00
View Template (GT) - Setup and Configuration	Upon Delivery	1 Hours	\$0.00
Player Template (GT) - Setup and Configuration	Upon Delivery	1 Hours	\$0.00
Standard Agenda Template - Setup and Configuration	Upon Delivery	1 Each	\$0.00
Live Manager (GT) - Setup and Configuration	Upon Delivery	1 Hours	\$0.00
Granicus Video - Online Training	Upon Delivery	6 Hours	\$0.00
Government Transparency - Setup and Configuration	Upon Delivery	1 Hours	\$0.00
SUBTOTAL:			\$4,500.00

Annual Fees for New Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
Government Transparency Suite	Annual	1 Each	\$5,136.00
Open Platform Suite	Annual	1 Each	\$0.00
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,200.00
Recurring Captioning Services	Annual	180 Hours	\$24,300.00
SUBTOTAL:			\$30,636.00

Remaining Period(s)		
Solution(s)	Year 2	Year 3
Government Transparency Suite	\$5,495.52	\$5,880.21
Open Platform Suite	\$0.00	\$0.00
Granicus Encoding Appliance Software (GT)	\$1,284.00	\$1,373.88
Recurring Captioning Services	\$26,001.00	\$27,821.07
SUBTOTAL:	\$32,780.52	\$35,075.16

Product Descriptions

Name	Description
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, indexing of event, creation of minutes.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	AMAX Encoder with Osprey SDI Card. Used to pass commands and data from LiveManager that include Start/Stop of webcast, indexing, and document display. Also serves to distribute video and captions to be distributed to the CDN or Performance Accelerator.
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Granicus Encoding Appliance Hardware - Setup & Config	Remote configuration and deployment of an encoding appliance.
US Shipping Charge C - Large Item	US shipping of a large item
View Template (GT) - Setup and Configuration	Initial set up and implementation of viewpage template
Player Template (GT) - Setup and Configuration	Initial set up and implementation of video player template
Standard Agenda Template - Setup and Configuration	Initial set up and implementation of one standard agenda template
Live Manager (GT) - Setup and Configuration	Initial set up and implementation of LiveManager, ensuring timestamp capabilities for meeting agendas
Granicus Video - Online Training	Granicus Video - Online Training
Government Transparency - Setup and Configuration	Setup and configuration for Government Transparency

Product Descriptions

Name	Description
------	-------------

Recurring Captioning Services	Live closed captioning.
--------------------------------------	-------------------------

- All Meetings will incur one hour minimum.
- Cancellations within 24 hrs. will be charged 1 hour minimum.
- Caption reservations should be reserved two weeks in advance. Jobs with little notice may not be guaranteed coverage, 24 hours as an absolute minimum.
- Real Time Captions are provided at an 98% accuracy readability rating
- Recurring Caption hours not used in the period of performance will not carry over to the following year.

Terms and Conditions

- Upon the effective date, this Agreement shall supersede and replace any previous agreement related to IQM2 solutions between the parties. All prior agreements related to IQM2 solutions between the parties are hereby void and of no force and effect.
- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. Ocala, FL is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption Number: 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. It is the responsibility of Ocala, FL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-58271 dated 10/21/2019 are incorporated into this Purchase Order by reference.
- Granicus will provide a three (3) year warranty with respect to required hardware. Within the three (3) year warranty period, Granicus shall repair or replace any required hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Billing Information

Name:
Phone:
Email:
Address:

Ocala, FL

Signature:
Name:
Title:
Date:



Granicus Video

A complete video solution for government

Granicus Video enables organizations to build a content-rich library of live and archived public meeting webcasts and records without hassle, enabling agencies to reach a broader audience and further meet modern transparency demands.

With easy-to-use media management tools, agencies can schedule and broadcast live webcasts while simultaneously recording and archiving the live content to unlimited storage. Agendas can be imported prior to each meeting, allowing for video to be indexed in real-time, which eliminates hours of follow up work after an event has ended. After the meeting, publish a full and integrated public record which links the agenda directly to the video.

Empowered citizens can browse published agendas and supporting documents or save time

by performing keyword searches to jump directly to specific topics, making it easier for viewers to find the information they're most interested in. Citizens can also subscribe to agendas or keyword searches to get real-time notifications when new, relevant content becomes available.

Opt in to HD video for an enhanced viewing experience or further enable accessibility and ensure ADA compliance by adding closed-captioning services. Agencies can monitor and analyze public interest through visitor and viewership reports, which break down visitor statistics, including most-popular content, number of views, length of time on site, and more to better understand the viewing audience.



Live event streaming



Archive videos with unlimited storage



Searchable, indexed content



Publish a complete public record



Closed captioning add-on for ADA compliance



Reports to analyze public participation



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0400

Agenda Item #: 6j.

Submitted By: Amy Johnson

Presentation By: Clint Welborn

Department: Fire and Emergency Services

FORMAL TITLE:

Fourth Amendment to the Community Paramedicine Program Agreement with Florida Hospital Ocala, Inc. doing business as AdventHealth Ocala

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

Community paramedicine programs help physicians monitor the health of vulnerable patients, thereby improving health outcomes and reducing the number of ambulance transports, emergency department visits, and hospital readmissions. Community paramedics are trained to conduct in-home patient assessments and provide targeted assistance in primary health care and preventive services by acting through a discharge, a specific care or wellness plan, and within a defined scope of practice.

FINDINGS AND CONCLUSIONS:

The City of Ocala, Ocala Fire Rescue (OFR), and Florida Hospital Ocala, Inc., d/b/a AdventHealth Ocala (AdventHealth Ocala) agree that continued provision of service under its Community Paramedicine Program is beneficial for the community.

This amendment to the Community Paramedicine Agreement will renew the program for an additional one-year term from September 1, 2025, to August 31, 2026.

Staff recommends approval.

FISCAL IMPACT:

Ocala Fire Rescue will continue to be reimbursed by the Community Foundation for Ocala/Marion County for services provided through the program. Revenue will continue to be applied to account 001-369-000-000-16-36929, and expenditures will be applied to accounts 001-051-902-522-52-.*.

PROCUREMENT REVIEW:

This Amendment has been reviewed 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

FOURTH AMENDMENT TO COMMUNITY PARAMEDIC PROGRAM AGREEMENT

THIS FOURTH AMENDMENT TO COMMUNITY PARAMEDIC PROGRAM AGREEMENT ("Fourth Amendment") is entered into by and between **CITY OF OCALA, BY AND THROUGH OCALA FIRE RESCUE**, a Florida municipal corporation ("City" or "OFR"), and **FLORIDA HOSPITAL OCALA, INC. D/B/A ADVENTHEALTH OCALA**, a not-for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 82-4372339) ("AHO").

WHEREAS, on August 30, 2021, City and AHO entered into a Community Paramedic Program Agreement (the "Original Agreement"), City of Ocala Contract Number: PWD/210734 for a term of one (1) year, from September 1, 2021 to August 30, 2022; and

WHEREAS, on March 20, 2023, City and AHO entered into an Amendment to Community Paramedic Program Agreement ("First Amendment") extending the term of the Original Agreement from September 1, 2022 to August 30, 2023, and stating that Agreement may be extended by additional one-year renewal periods upon written agreement between both parties; and

WHEREAS, on September 21, 2023, City and AHO entered into a Second Amendment to Community Paramedic Program Agreement ("Second Amendment") extending the term of the Original Agreement from September 1, 2023 to August 30, 2024; and

WHEREAS, on September 6, 2024, City and AHO entered into a Fourth Amendment to Community Paramedic Program Agreement ("Fourth Amendment") extending the term of the Original Agreement from September 1, 2024 to August 30, 2025; and

WHEREAS, City and AHO now desire to extend the Original Agreement, as amended, for an additional one-year renewal period from September 1, 2025 to August 31, 2026;

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 AHO agree as follows:

1. **EXTENSION.** The Original Agreement, inclusive of all amendments thereto, is hereby renewed for an additional one-year term beginning **SEPTEMBER 1, 2025** and terminating **AUGUST, 31, 2026**. This Agreement may be renewed for additional **ONE (1) YEAR** periods by written consent between City and AHO.
2. **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 AHO:

Florida Hospital Ocala, Inc.
d/b/a AdventHealth Ocala
Attn: Fran Krunk
1500 SW 1st Avenue
Ocala, Florida 34471
PH: 352-351-7334
E-mail: fran.krunk@adventhealth.com

Copy to: AdventHealth West Florida Division
Attn: Legal Services
14055 Riveredge Drive, Suite 250
Tampa, Florida 33637

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.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

3. **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.
4. **ELECTRONIC SIGNATURE(S).** AHO, 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.
5. **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 effective

_____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

**FLORIDA HOSPITAL OCALA
D/B/A ADVENTHEALTH OCALA**

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)



CONTRACT# OFR/210734

THIRD AMENDMENT TO COMMUNITY PARAMEDIC PROGRAM AGREEMENT

THIS THIRD AMENDMENT TO COMMUNITY PARAMEDIC PROGRAM AGREEMENT ("Third Amendment") is entered into by and between **CITY OF OCALA, BY AND THROUGH OCALA FIRE RESCUE**, a Florida municipal corporation ("City" or "OFR"), and **FLORIDA HOSPITAL OCALA, INC. D/B/A ADVENTHEALTH OCALA**, a not-for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 82-4372339) ("AHO").

WHEREAS, on August 30, 2021, City and AHO entered into a Community Paramedic Program Agreement (the "Original Agreement"), City of Ocala Contract Number: PWD/210734 for a term of one (1) year, from September 1, 2021 to August 30, 2022; and

WHEREAS, on March 20, 2023, City and AHO entered into an Amendment to Community Paramedic Program Agreement ("First Amendment") extending the term of the Original Agreement from September 1, 2022 to August 30, 2023, and stating that Agreement may be extended by additional one-year renewal periods upon written agreement between both parties; and

WHEREAS, on September 21, 2023, City and AHO entered into a Second Amendment to Community Paramedic Program Agreement ("Second Amendment") extending the term of the Original Agreement from September 1, 2023 to August 30, 2024; and

WHEREAS, City and AHO now desire to extend the Original Agreement, as amended, for an additional one-year renewal period from September 1, 2024 to August 31, 2025;

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 AHO agree as follows:

1. **EXTENSION.** The Original Agreement, inclusive of all amendments thereto, is hereby renewed for an additional one-year term beginning **SEPTEMBER 1, 2024** and terminating **AUGUST, 31, 2025**. This Agreement may be renewed for additional **ONE (1) YEAR** periods by written consent between City and AHO.
2. **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 AHO:

Florida Hospital Ocala, Inc.
d/b/a AdventHealth Ocala
Attn: Fran Crunk
1500 SW 1st Avenue
Ocala, Florida 34471
PH: 352-351-7334
E-mail: fran.crunk@adventhealth.com

Copy to:

AdventHealth West Florida Division
Attn: Legal Services
14055 Riveredge Drive, Suite 250
Tampa, Florida 33637



CONTRACT# OFR/210734

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.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

3. **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.
4. **ELECTRONIC SIGNATURE(S).** AHO, 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.
5. **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.]



CONTRACT# OFR/210734

IN WITNESS WHEREOF, the parties have executed this Third Amendment effective 12/6/2024

ATTEST:

Signed by:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:

Barry Mansfield

Barry Mansfield
City Council President

Approved as to form and legality:

Signed by:

William E. Sexton, Esq.

William E. Sexton, Esq.
City Attorney

**FLORIDA HOSPITAL OCALA
D/B/A ADVENTHEALTH OCALA**

Signed by:

Fran Crunk

By: Fran Crunk
(Printed Name)

Title: Chief Financial Officer
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: 1C896B5F-589A-4CA8-9810-F7790D87C6CB

Subject: SIGNATURE - Amendment 3 - Renewal - Community Paramedic Program (OFR 210734)

Source Envelope:

Document Pages: 3

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Completed

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

11/22/2024 1:20:58 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Patricia Lewis

plewis@ocalafl.org

Pool: StateLocal

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Location: DocuSign

Signer Events

William E. Sexton, Esq.

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

William E. Sexton, Esq.

B07DCFC4E86E429...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Timestamp

Sent: 11/22/2024 1:23:00 PM

Viewed: 11/22/2024 2:58:24 PM

Signed: 11/22/2024 2:58:32 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Barry Mansfield

bmansfield@ocalafl.org

Council President

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Barry Mansfield

550E4A5AC2B44F7...

Signature Adoption: Pre-selected Style

Using IP Address: 108.144.8.37

Signed using mobile

Sent: 11/22/2024 2:58:33 PM

Viewed: 11/27/2024 12:13:17 PM

Signed: 11/27/2024 12:13:26 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: 11/27/2024 12:13:27 PM

Viewed: 11/27/2024 1:05:38 PM

Signed: 11/27/2024 1:05:51 PM

Electronic Record and Signature Disclosure:

Accepted: 11/27/2024 1:05:38 PM

ID: d971caf2-d203-46ac-ad54-cfd68b249add

Fran Crunk

fran.crunk@adventhealth.com

Chief Financial Officer

Security Level: Email, Account Authentication
(None)

Signed by:

Fran Crunk

F9F4818EE722477...

Signature Adoption: Pre-selected Style

Using IP Address: 170.85.132.90

Sent: 11/27/2024 1:05:53 PM

Viewed: 11/30/2024 12:27:35 AM

Signed: 12/6/2024 3:32:54 PM

Electronic Record and Signature Disclosure:

Accepted: 11/30/2024 12:27:35 AM

ID: 569876b7-5aa1-4c74-960a-35e39054cf7c

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	11/22/2024 1:23:01 PM
Certified Delivered	Security Checked	11/30/2024 12:27:35 AM
Signing Complete	Security Checked	12/6/2024 3:32:54 PM
Completed	Security Checked	12/6/2024 3:32:54 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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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.

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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.

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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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Ocala

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Item Details

File Number: 2025-0147

ID #: 2025-0147

Type: Agenda Item

Status: Passed

Version: 1

Placement: 10

In Control: City Council

File Created: 11/01/2024

Presented By: :

Final Action: 11/19/2024

Item Title: Approve third amendment to the Community Paramedicine Program Agreement with Florida Hospital Ocala, Inc. d/b/a AdventHealth Ocala

Internal Notes:

Target Meeting: 11/19/2024

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - 2024-2025 Renewal (Amendment 3) - Community Paramedic Program Agreement (OFR 210734) (002), Fully Executed - 2023-2024 Renewal - Community Paramedic Program Agreement (OFR 210734), Council Report - 09-19-23 - 2023-2024 Renewal - Community Paramedic Program (OFR 210734), Fully Executed - 2022-2023 Renewal - Community Paramedic Program Agreement, Florida Hospital Ocala, Inc. (OFR 210494), Council Report - 9-20-2022 - 2022-2023 Renewal Community Paramedic Program, Fully Executed - Original Grant Agreement 2021-2022 - Community_Paramedic_Program_Agreement (OFR 210734), Council Report - 8-17-21 - Original Grant Agreement - Community Paramedic Program (OFR 210734)

Enactment Number:

Recommendation:

Entered by: ajohnson@ocalafl.gov

Hearing Date:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/19/2024	Approved				Pass
Action Text: There being no further discussion the motion carried by roll call vote.							
Aye: 5 Pro Tem Dreyer, Council Member Bethea Sr, Council Member Hilty Sr, Council Member Musleh, and Council President Mansfield							

Text of Legislative File 2025-0147

Submitted By: Amy Johnson

Presentation By: Clint Welborn

Department: Fire and Emergency Services

STAFF RECOMMENDATION (Motion Ready):

Approve third amendment to the Community Paramedicine Program Agreement with Florida Hospital Ocala, Inc. d/b/a AdventHealth Ocala

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

Community paramedicine programs help physicians monitor the health of vulnerable patients, thereby producing better health outcomes and reducing the number of ambulance transports, visits to the emergency department, and hospital readmissions. Community paramedics are specially trained to conduct in-home patient assessments and provide specific assistance in primary health care and preventative services by acting through a discharge, specific care or wellness plan, and within a defined scope of practice.

FINDINGS AND CONCLUSIONS:

The City of Ocala, Ocala Fire Rescue (OFR), and Florida Hospital Ocala, Inc. d/b/a AdventHealth Ocala (AdventHealth Ocala) agree that continued provision of services under its Community Paramedicine Program is beneficial for the community.

This Amendment to the Community Paramedicine Agreement will renew the program for an additional one-year term from September 1, 2024, to August 31, 2025.

FISCAL IMPACT:

Ocala Fire Rescue will continue to be reimbursed for services provided through the Community Foundation for Ocala/Marion County. A contract to renew the reimbursement agreement with the Community Foundation will follow. Revenue will continue to be applied to account 001-369-000-000-16-36929, and expenditures will be applied to accounts 001-051-902-522-52-*.

PROCUREMENT REVIEW:

This Amendment has been reviewed 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



CONTRACT# OFR/210734

SECOND AMENDMENT TO COMMUNITY PARAMEDIC PROGRAM AGREEMENT

THIS SECOND AMENDMENT TO COMMUNITY PARAMEDIC PROGRAM AGREEMENT ("Second Amendment") is entered into by and between **CITY OF OCALA, BY AND THROUGH OCALA FIRE RESCUE** a Florida municipal corporation ("City" or "OFR"), and **FLORIDA HOSPITAL OCALA, INC. D/B/A ADVENTHEALTH OCALA**, a not-for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 82-4372339) ("AHO").

WHEREAS, on September 1, 2021, City and AHO entered into a Community Paramedic Program Agreement (the "Original Agreement"), City of Ocala Contract Number: OFR/210734 for a term of one (1) year, from September 1, 2021 to August 30, 2022; and

WHEREAS, on March 20, 2023, City and AHO entered into an Amendment to Community Paramedic Program Agreement extending the term of the Original Agreement from September 1, 2022 to August 30, 2023, and stating that the Parties may agree to enter into additional one year renewal periods for September 1, 2023 to August 31, 2024 and September 1, 2024 to August 31, 2025;

WHEREAS, City and AHO now desire to extend the Original Agreement for a one-year renewal period.

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 AHO agree as follows:

1. **EXTENSION.** The Original Agreement, inclusive of all amendments thereto, is hereby renewed for an additional one-year term beginning **SEPTEMBER 1, 2023** and terminating **AUGUST 31, 2024**.
2. **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 AHO:	Florida Hospital Ocala, Inc. d/b/a AdventHealth Ocala Attn: Fran Crunk 1500 SW 1 st Avenue Ocala, Florida 34471 PH: 352-351-7334 E-mail: fran.crunk@adventhealth.com
------------	--

Copy to:	AdventHealth West Florida Division Attn: Legal Services 14055 Riveredge Drive, Suite 250 Tampa, Florida 33637
----------	--

If to City of Ocala:	Daphne M. Robinson, Contracting Officer City of Ocala 110 SE Watula Avenue, 3 rd Floor Ocala, Florida 34471 PH: 352-629-8343 E-mail: notices@ocalafl.org
----------------------	---

**CONTRACT# OFR/210734**

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

3. **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.
4. **ELECTRONIC SIGNATURE(S).** AHO, 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.
5. **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
 9/21/2023

ATTEST:

DocuSigned by:

Angel B. Jacobs

Angel B. Jacobs
 City Clerk

CITY OF OCALA

DocuSigned by:

James P. Hilty, Sr.

James P. Hilty, Sr.
 City Council President

Approved as to form and legality:

DocuSigned by:

William Sexton

William E. Sexton, Esq.
 City Attorney

**FLORIDA HOSPITAL OCALA
D/B/A ADVENTHEALTH OCALA**

DocuSigned by:

Erika Skula

Erika Skula
 Chief Executive Officer

Certificate Of Completion

Envelope Id: 24B98CDA4C08476CB29D45FB026C0027

Status: Completed

Subject: FOR SIGNATURE - Renewal of Community Paramedicine Program (OFR/210734)

Source Envelope:

Document Pages: 2

Signatures: 4

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

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

Envelope Originator:

Patricia Lewis

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

9/20/2023 1:41:46 PM

Holder: Patricia Lewis

plewis@ocalafl.org

Location: DocuSign

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Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

William Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Timestamp

Sent: 9/20/2023 1:51:59 PM

Viewed: 9/21/2023 10:21:35 AM

Signed: 9/21/2023 10:21:41 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

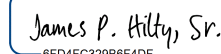
James P. Hilty, Sr.

jhilty@ocalafl.org

President

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 174.212.35.47

Signed using mobile

Sent: 9/21/2023 10:21:42 AM

Viewed: 9/21/2023 10:58:32 AM

Signed: 9/21/2023 10:58:42 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:



8DB3574C28E54A5...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

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Viewed: 9/21/2023 11:04:23 AM

Signed: 9/21/2023 11:04:47 AM

Electronic Record and Signature Disclosure:

Accepted: 9/21/2023 11:04:23 AM

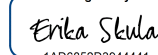
ID: f9c3931d-3c5b-4a7e-b2bb-b950211177da

Erika Skula

erika.skula@adventhealth.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:



1AD6852D394441...

Signature Adoption: Pre-selected Style

Using IP Address: 168.149.138.174

Sent: 9/21/2023 11:04:48 AM

Viewed: 9/21/2023 6:09:05 PM

Signed: 9/21/2023 6:09:31 PM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 9/21/2023 6:09:05 PM ID: 4b997478-bdc2-4007-b5c1-ebb8459ba51b		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/20/2023 1:51:59 PM
Certified Delivered	Security Checked	9/21/2023 6:09:05 PM
Signing Complete	Security Checked	9/21/2023 6:09:31 PM
Completed	Security Checked	9/21/2023 6:09:31 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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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**AMENDMENT TO
COMMUNITY PARAMEDIC PROGRAM AGREEMENT**

This Amendment to Community Paramedic Program Agreement (“Amendment”) is effective as of September 1, 2022 (“Effective Date”), by and between the **CITY OF OCALA**, by and through **OCALA FIRE RESCUE (“OFR”)** and **FLORIDA HOSPITAL OCALA, INC. d/b/a ADVENTHEALTH OCALA (“AHO”)**. OFR and AHO shall be referred to herein collectively as the “Parties.”

WHEREAS, OFR and AHO are Parties to that certain Community Paramedic Program Agreement dated September 1, 2021 (the “Agreement”); and

WHEREAS, the Parties desire to continue their mutually beneficial relationship by extending the Agreement for an additional one (1) year commencing September 1, 2022.

ACCORDINGLY, the Parties agree as follows:

1. The Parties hereby agree to extend the term of the Agreement through and including August 31, 2023 (the “Term”), such extension to be upon and subject to all the terms, provisions, and conditions of the Agreement.
2. Section III, Term and Termination, subparagraph b, shall be deleted in its entirety and is restated as follows:


“b. The term of this Agreement shall be for a one (1) year period starting September 1, 2022 (the “Initial Term”) and this Agreement shall thereafter be eligible for subsequent two (2) year terms (each a “Renewal Term”) from the expiration of the Initial Term under the same terms and conditions upon written consent of the Parties.”

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.
4. This Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile and electronic signatures of this instrument shall be deemed originals and binding on all Parties.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be effective as of the date first written above.

**FLORIDA HOSPITAL OCALA, INC. d/b/a
ADVENTHEALTH OCALA**

By: 
Title: President + CEO
Print Name: Joe Johnson, President & CEO
Date: 3/20/2023

**CITY OF OCALA, a Florida municipal
corporation**

By: James P. Hilty SR
Title: President
Print Name: James P. Hilty, Sr.
Date: 02 / 14 / 2023

ATTEST:


Angel B. Jacobs, City Clerk

Approved as to form and legality:

William E. Sexton
William E. Sexton, City Attorney

Title	FOR SIGNATURES - Amendment to Community Paramedic Program...
File name	FOR COUNCIL - AHO...ment 9-1-2022.pdf
Document ID	497eb0612ab306fc425f9b22ec60b6016f856ed3
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

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 VIEWED	02 / 14 / 2023 16:39:42 UTC-5	Viewed by William E. Sexton (wsexton@ocalafl.org) IP: 216.255.240.104
 SIGNED	02 / 14 / 2023 16:40:40 UTC-5	Signed by William E. Sexton (wsexton@ocalafl.org) IP: 216.255.240.104
 VIEWED	02 / 14 / 2023 16:55:39 UTC-5	Viewed by James P. Hilty, Sr. (jhilty@ocalafl.org) IP: 24.250.245.57
 SIGNED	02 / 14 / 2023 16:56:18 UTC-5	Signed by James P. Hilty, Sr. (jhilty@ocalafl.org) IP: 24.250.245.57

Title	FOR SIGNATURES - Amendment to Community Paramedic Program...
File name	FOR COUNCIL - AHO...ment 9-1-2022.pdf
Document ID	497eb0612ab306fc425f9b22ec60b6016f856ed3
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



02 / 15 / 2023
09:48:02 UTC-5

Viewed by Angel Jacobs (ajacobs@ocalafl.org)
IP: 216.255.240.104



02 / 15 / 2023
09:48:12 UTC-5

Signed by Angel Jacobs (ajacobs@ocalafl.org)
IP: 216.255.240.104



02 / 15 / 2023
09:48:12 UTC-5

The document has been completed.

COMMUNITY PARAMEDIC PROGRAM AGREEMENT

This Community Paramedic Program Agreement (“Agreement”) is entered this 1st day of August, 2021, by and between the CITY OF OCALA, by and through Ocala Fire Rescue (“OFR”) and FLORIDA HOSPITAL OCALA, INC. d/b/a ADVENTHEALTH OCALA (“AHO”). OFR and AHO shall be referred to herein collectively as the Parties.

RECITALS

WHEREAS, OFR partnered with AHO to assist with improving access to care issues for residents in Marion County, Florida and has partnered with community organizations to assist with meetings its goals under the Agreement; and

WHEREAS, OFR has a mission to improve the health of residents in Marion County, FL; and

WHEREAS, OFR has found the program to be successful and wishes to continue to assist with reducing the number of non-emergent emergency department (“ED”) visits encountered by certain patients identified as frequent users of the AHO ED and are at risk of re-admission; and

WHEREAS, OFR community paramedics are specially trained to conduct in-home patient assessments and provide specific assistance in primary health care and preventive services, by acting through a discharge, specific care or wellness plan and within a defined scope of practice; and

WHEREAS, the community paramedic model helps physicians monitor the health of vulnerable patients, thereby producing better health outcomes and reducing the number of ambulance transports, visits to the ED, and hospital readmissions (the “Program”); and

WHEREAS, AHO desires to participate in the Program; and

WHEREAS, OFR wishes to enter into this Agreement for AHO to provide OFR with an initial and continuing number of individuals identified solely by AHO, and authorized by the individual patients, to participate in the Program.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the receipt and sufficiency of which is jointly acknowledged, the parties agree as follows:

I. Scope of Work

- a. AHO shall identify patients who may benefit from participation in the Program.
- b. OFR shall staff one community paramedic Monday through Friday 8-5 PM for its post-discharge re-admission program.
- c. Once an AHO patient has agreed and consented to participate in the Program, AHO shall formally request through email, fax, computer data transfer, or alternative means

agreed to by the parties based on services within the scope and expertise of the paramedic that OFR add the patient to the Program and OFR provide a visit to the patient by a community paramedic.

d. Post-Discharge Re-Admission Program.

- a. OFR shall provide post-discharge care by allowing the community paramedic to visit patients at home after discharge to monitor the patient's condition, answer health questions and provide coaching on home care and healthcare equipment use and maintenance and make sure they have access to medications prescribed to them.
- b. A community paramedic will make diligent and reasonable efforts to act on the request within 48 hours of receipt based upon availability, unless otherwise agreed upon by the issuing provider. If OFR is unable to see the patient within 48 hours, OFR shall notify AHO by the next business day.
- c. OFR shall work with the patient's primary care physician to establish a care plan and to assist the patient with navigating their health care options. If patient does not have an established primary care physician, AHO will assist OFR to identify possible primary care physicians to treat the patients identified. OFR is not responsible if the patient is unable to obtain a primary care physician.
- d. There shall be a maximum of twenty (20) patients active in the Program at one time.
- e. OFR shall report to AHO any issues of non-compliance or other issues preventing the goals of the Program from being met with the patients identified.
- f. OFR agrees to share patient records as is necessary to provide patient care through the Program. Such sharing of information will strictly follow corresponding confidentiality policies including those to assure compliance with the Health Insurance Portability and Accountability Act and any other applicable state or Federal Laws governing patient privacy.
- g. OFR agrees to run data requests on a reasonable basis on certain measurable outcomes for use by both parties. Data will be presented in aggregate without patient identifiers and each party will share Program evaluation results with the other. The parties agree to develop the data criteria within thirty (30) days from the date of execution of the Agreement.
- h. Parties agree to meet on a monthly basis to discuss at-risk patients in both Programs.
- i. AHO and OFR agree they will initially meet quarterly to discuss the progress of the Program, improvements to the Program and discuss issues that could be anticipated as hindering the achievement of Program results.

- j. Designated members of each party shall participate in case reviews when appropriate, in order to improve the quality of the Program and document specific outcomes for evaluation purposes.
- k. Each patient that participates in the Program shall remain in the Program for at least thirty (30) days and may be extended to a maximum of ninety (90) days as needed.
- l. AHO shall assist OFR should OFR run into any barriers with the patient once discharged from AHO. However, AHO shall not be responsible for coordinating with the patient's primary care physician in the community as to any issues.
- e. Both AHO and OFR agree neither party will attempt to bill or collect from the other for any services rendered or received pursuant to this Agreement.
- f. Each party also acknowledges that patients identified under this Program will not be charged by OFR of AHO in any manner for any service provided within the Community Paramedic Program. Each party further acknowledges that if a patient's condition exists during a community paramedic visit that would require the usage of the EMS 9-1-1 emergency system, all services rendered by EMS and hospital personnel would be billed pursuant to normal and customary charges.

II. Responsibilities of OFR

- a. OFR shall ensure all paramedics assigned to provide services under the Program are certified to provide the services in the State of Florida; and the providers maintain all applicable licenses, registrations, certifications or otherwise needed to provide the services.
- b. OFR shall provide the medical oversight for the Program through its Medical Director as it relates to the community paramedic.
- c. OFR shall be responsible for providing all equipment necessary to the paramedics for provisions of services under this Agreement.
- d. OFR shall maintain the insurance coverages necessary and customary for the nature of services provided for under this Agreement.
- e. OFR shall be responsible for ensuring the proper protocols are in place for the services offered in the Program.

III. Term and Termination

- a. The Parties agree that as of the effective date of this agreement, any prior agreement related to the subject matter herein shall be terminated and this Agreement shall control.

- b. The term of this Agreement shall be for a one (1) year period starting SEPTEMBER 1, 2021, and this Agreement may be renewed for additional one (1) year terms by a written agreement signed by both parties.
- c. This Agreement may be terminated without cause by either party at any time in writing with thirty (30) days advanced written notice.

IV. Miscellaneous

- a. **Supervening Law.** The Parties recognize that this Agreement is at all times subject to applicable Florida, local and federal law including, without limitation, the Social Security Act, the rules and regulations and policies of the Department of Health and Human Services, all public health and safety provisions of Florida law and regulations, and the rules and regulations of Florida health system agencies. The Parties further recognize that the Agreement shall be subject to amendments in such laws and regulations and to new legislation such as economic stabilization programs or health insurance programs. Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this Agreement, or that would cause one or both of the Parties to be in violation of law, shall be deemed to supersede the terms of this Agreement; provided, however, that the Parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible within the requirements of law.
- b. **Severability.** In the event that any of the terms, covenants or conditions of this Agreement or their application shall be held invalid as to any person, entity or circumstance by any court having competent jurisdiction, the remainder of this Agreement and the application in effect of its terms, covenants or conditions to such persons, entities or circumstances shall not be affected thereby
- c. **Section Headings.** The section headings in this Agreement are inserted for convenience and are not intended to indicate completely or accurately the contents of the sections they introduce and shall have no bearing on the construction of the sections they introduce.
- d. **Notice.** Any formal notice, demand or request pursuant to this Agreement shall be in writing and shall be deemed properly served, given or made, if delivered in person or sent by certified mail postage prepaid to the parties at the following addresses or as otherwise modified pursuant to this section:

If to AdventHealth Ocala:

Attn: CEO
1500 SW 1st Ave
Ocala, FL 34471

With a Copy to:

AdventHealth West Florida Division
14055 Riveredge Dr., Ste 250
Tampa, FL 33637
Attn: Legal

If to OFR:


Ocala Fire Rescue
505 NW Martin Luther King Ave.
Ocala, Florida 34475
Attn: Amy Johnson

- e. Neither party is currently under any investigation, restriction, suspension or exclusion from participating in any federal or state health care program including, without limitation, Medicare and Medicaid, or any private third-party health care program.
- f. No Inconsistent Tax Position. OFR agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to AHO with respect to AHO property. OFR agrees, for example, not to claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the AHO property.
- g. Amendments. This Agreement may be amended, revoked, changed or modified only by written amendment (or a new agreement) executed by both parties.
- h. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party.
- i. Interpretation of Agreement; Venue. This Agreement shall be construed and all of the rights, powers and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Florida. The Parties acknowledge and agree that the exclusive venue for any dispute, action or claim related to this Agreement shall be brought solely in Marion County, Florida.
- j. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- k. Duly Authorized Signatories. By execution of this Agreement, the undersigned each individually represent that he or she is duly authorized to execute and deliver this Agreement and that the subject party shall be bound by the signatory's execution of this Agreement.


[Signature Page to Follow]

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as of the day and year written above.

ADVENTHEALTH OCALA

By: 
Title: President + CEO
Date: 8/19/2021


CITY OF OCALA


By: Justin Grabelle
Title: City Council President
Date: 08 / 30 / 2021

Approved for form and legality:

/s/ Robert W. Batsel, Jr.
Robert W. Batsel, Jr. / City Attorney

Attest:


Angel Jacobs, City Clerk

TITLE	For Signature: Community Paramedic Program Agreement
FILE NAME	City of Ocala and...edics Program.PDF
DOCUMENT ID	d9d9bef45412c45e8769c4a8bf9b50414d10b6d2
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

08 / 25 / 2021

10:49:13 UTC-4

Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Justin Grabelle (jgrabelle@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from plewis@ocalafl.org
IP: 67.231.55.34



VIEWED

08 / 25 / 2021

21:59:00 UTC-4

Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)
IP: 162.212.250.197



SIGNED

08 / 25 / 2021

22:05:31 UTC-4

Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)
IP: 162.212.250.197



VIEWED

08 / 30 / 2021

08:10:23 UTC-4

Viewed by Justin Grabelle (jgrabelle@ocalafl.org)
IP: 24.250.246.81



SIGNED

08 / 30 / 2021

08:10:36 UTC-4

Signed by Justin Grabelle (jgrabelle@ocalafl.org)
IP: 24.250.246.81

TITLE	For Signature: Community Paramedic Program Agreement
FILE NAME	City of Ocala and...edics Program.PDF
DOCUMENT ID	d9d9bef45412c45e8769c4a8bf9b50414d10b6d2
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



08 / 30 / 2021
09:38:37 UTC-4

Viewed by Angel B. Jacobs (ajacobs@ocalafl.org)
IP: 216.255.240.104



08 / 30 / 2021
09:38:54 UTC-4

Signed by Angel B. Jacobs (ajacobs@ocalafl.org)
IP: 216.255.240.104



08 / 30 / 2021
09:38:54 UTC-4

The document has been completed.



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0414

Agenda Item #: 6k.

Submitted By: Christina Guy

Presentation By: John King

Department: Fleet

FORMAL TITLE:

Donation of one surplus vehicle to Veterans Helping Veterans USA with an estimated residual auction value of \$5,500

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence

PROOF OF PUBLICATION:

N/A

BACKGROUND:

Veterans Helping Veterans USA is a community organization dedicated to addressing the critical needs of veterans in Marion County and surrounding areas. The organization focuses on combating veteran homelessness and reducing veteran suicide through peer support, community outreach, and the provision of essential services. These services include assistance with housing, food, employment, finances, and access to mental health resources.

FINDINGS AND CONCLUSIONS:

To enhance its outreach efforts and improve service delivery to the community, Veterans Helping Veterans USA is requesting a vehicle donation from the City of Ocala. The requested vehicle would be used to transport veterans to appointments, deliver groceries, pick up donated items, and support a variety of essential services that assist the local veteran population.

Staff recommends donating one surplus vehicle, as listed below. This vehicle is no longer suitable for City use.

Unit #	Year	Vehicle	VIN	Mileage	Value
04-884	2015	F-250 Crew cab	1FT7W2A64FEA58751	133,253	\$5,500

FISCAL IMPACT:

This vehicle is in surplus status with an estimated residual auction value of \$5,500 and will be donated.

PROCUREMENT REVIEW:

This donation of surplus property has been reviewed by the Procurement and Contracting Officer in compliance with City policy.

LEGAL REVIEW:

N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny



WHERE EVERY DAY IS VETERANS DAY
VETERANS HELPING VETERANS USA

2730 East Silver Springs Boulevard Suite #200

Ocala, Florida 34470

www.vhvusa.org

352-433-2320

info@vhvusa.org

November 7, 2025

City of Ocala

1805 NE 30th Avenue Bldg 1000

Ocala, Florida 34470

Attn: Director, Facilities Management

Greetings, Mr. King,

The purpose of this letter is to respectfully request the donation of a vehicle or vehicles to assist in our mission at Veterans Helping Veterans USA.

If afforded the gift of one vehicle, this would allow us to also transport homeless Veterans in VHV vehicles rather than OUR OWN vehicles, as well as deliver groceries and deliver Veterans to their VA appointments, since the VA offers extremely narrow options for vehicle-less Veterans. We would also be able to pick up donations from citizens who call us every day to come pick up household goods and other items they want us to pass onto needy Veterans.

We have assembled a dynamic Outreach Team spearheaded by Myles McConico. His talents and manner in which he makes all things relational is a large piece of our Outreach puzzle. A glaring void of that same puzzle can be filled by furnishing them with the tools necessary to accomplish their mission— to help homeless and disadvantaged Veterans in Marion County.

Please do not hesitate to contact me if further information is desired or required and I shall furnish it without delay. On behalf of the Veterans we serve daily, thank you, in advance, for any consideration given this matter.

Respectfully Yours,

TODD BELKNAP

Veterans Helping Veterans USA

Executive Director

352-342-1775 (cell phone)

ExecutiveDirector@vhvusa.org (email)



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0443

Agenda Item #: 6I.

Submitted By: William E. Sexton, City Attorney

Presentation By: William E. Sexton

Department: City Attorney

FORMAL TITLE:

Approval of settlement in the matter of City of Ocala, Florida versus FiberPro Network Services, LLC, with a proposed settlement amount of \$110,000 payable to the City of Ocala, Florida

OCALA'S RELEVANT STRATEGIC GOALS:

Choose an item., Fiscally Sustainable

PROOF OF PUBLICATION:

N/A

BACKGROUND:

On or about November 3, 2022, FiberPro Network Services, LLC ("FiberPro") was installing underground conduit for fiber optic cable along SE 25th Avenue near the intersection of SE 14th street through use of directional boring. While FiberPro and its subcontractor were directional boring in the City's right-of-way on SE 25th Avenue, their drill struck a 12" reclaimed water line, which caused a spill of thousands of gallons of reclaimed water and damaged the above roadway. The City, through its contractors, completed emergency repairs of the water line and completed extensive resurfacing of the roadway at the City's total expense of \$196,235.99.

Through its investigation of the claim, the City learned that FiberPro failed to obtain a right-of-way permit from the City which would have permitted said drilling to take place. However, FiberPro contends that the City had notice of the project because it responded to FiberPro's request for utility locate markings through the "811 Sunshine" process. The City did, indeed, respond to the area to mark its utility lines in the area. However, FiberPro contends that the City failed to adequately mark the reclaimed water line that was struck; thus, FiberPro claims it was unaware of the reclaimed water line and denies liability. FiberPro further disputes liability because it claims that any negligence in carrying out the drilling is attributable to its subcontractor, Zaldivar Conduit Installers, LLC, an entity which dissolved soon after the incident.

The City's damages are also disputed by FiberPro. FiberPro claims that the City's claim for damages is excessive because (1) much of the roadway in the area was resurfaced more than once during the repairs, and

(2) more roadway was resurfaced than necessary. The City contends that it did no more resurfacing than was necessary. Resurfacing work went beyond the immediate area of the burst pipe to ensure structural integrity of the roadway. Resurfacing in some areas had to be redone because multiple cavities were discovered under the roadway after resurfacing had begun. FiberPro disputes that these cavities resulted from the subject incident.

The City filed suit against FiberPro on February 19, 2024, and the parties have extensively litigated and negotiated the case. FiberPro's last settlement offer prior to mediation was \$13,000.00. The parties met for mediation on November 20, 2025. After thorough negotiations, the parties reached a tentative settlement in the amount of \$110,000.00, subject to Council approval. The proposed settlement requires that the City release all claims relating to the incident against FiberPro and its contractors.

Pursuant to City of Ocala Resolution 2019-10, a settlement in the amount of \$110,000.00 requires approval of the City Council, based upon recommendations from the City Manager, the City Attorney, and the Human Resources & Risk Management Director.

An agreement to settle this matter at this time will avoid the additional costs of continued litigation-including discovery costs, expert witness fees, and other expenses-and will prevent the possibility of an adverse judgment at jury trial in favor of FiberPro.

FINDINGS AND CONCLUSIONS:

City staff, including the City Manager, City Attorney, and Human Resources & Risk Management Director, finds and determines that settlement of this matter for the sum of \$110,000.00:

- Represents a reasonable settlement of the pending litigation while avoiding additional costs of litigation and the risk of an adverse judgment at trial;
- Results in a benefit to the finances of the City of Ocala, Florida;
- Is intended to and does protect and promote the health, safety, and welfare of the citizens of the City of Ocala, Florida; and
- Is in the best interest of the City of Ocala, Florida and its citizens.

FISCAL IMPACT:

This proposed settlement will have result in payment of \$110,000.00 to the City of Ocala.

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

Approval of this proposed settlement has been reviewed, approved, and is recommended to City Council by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR MARION COUNTY, FLORIDA

CITY OF OCALA, FLORIDA

CASE NO. 2024-CA-341

Plaintiff,

v.

FIBERPRO NETWORK SERVICES LLC

Defendant.

_____ /

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("***Settlement Agreement***") is entered into by and between the City of Ocala, Florida ("***Ocala***") and FiberPro Network Services, LLC ("***FiberPro***") (collectively, "***the Parties***"). The Parties have agreed to a full and final settlement of any and all known and unknown claims between them and arising out of or related in any manner to the above-styled case (the "***Litigation***"), and claims regarding the damage incident raised or which could have been raised in such Litigation (the "***Claim***") and the Reclaim Water Main (the "***Line***") located at or near the area of 1400 SE 25th Avenue, Ocala, Florida in Marion County (the "***Incident Area***") on the terms set forth below.

1. **PAYMENT TO OCALA.** Within 30 days of receipt by all Parties of a fully executed copy of this Settlement Agreement and a fully executed W-9 from Plaintiff's Counsel which has been executed within the prior 6 months, FiberPro will pay OCALA One Hundred Ten Thousand Dollars and zero cents (\$110,000.00) by way of check made payable to The City of Ocala, Florida, 110 SE Watula Ave., Ocala, FL 34471.

2. **DISMISSAL WITH PREJUDICE.** Within 10 days of receipt by OCALA's counsel of

THIS IS A RELEASE: READ CAREFULLY

Page 1 of 6

the payment listed in Paragraph 1 above, OCALA shall dismiss OCALA's claims in the Litigation with prejudice, with the Parties to bear their own fees and costs.

3. **RELEASE BY OCALA.** OCALA, on behalf of OCALA and OCALA's successors, assigns, agents, heirs, attorneys, and representatives, release and forever discharge FiberPro and their company's respective past and present parent companies, subsidiaries, affiliated entities, partnerships, partners (limited and general), joint venturers, predecessors in interest, successors in interest, insurers, reinsurers, contractors, and assigns, including but not limited to Precision Contracting Services, inc., and each such entity's respective past and present officers, directors, shareholders, members, partners, employees, agents, qualifiers, affiliates, insurers, contractors, subcontractors, materials suppliers, design professionals, and attorneys, including but not limited to Zaldivar Conduit Installers, LLC, from any and all claims or liability of any kind, whether known or unknown, latent or patent, expected or unexpected, whether or not accrued, regardless of any state or federal law to the contrary, that they ever had, now have or hereinafter in the future may have pertaining to, arising out of, or related to the Litigation, the Claim, the damage to the Line and/or interference with the Incident Area discussed in the Litigation, and/or the Claim or claims alleged in any related notices, whether based in tort, contract or any other statutory, common law or other legal theory of recovery, which includes, without limitation, warranty claims, claims for property damage, municipal code violations, including loss of use, damage to personal property, and breach of contract. This release includes a resolution of OCALA's attorneys' fees and costs.

4. **CONSIDERATION.** The Parties to this Settlement Agreement acknowledge that the mutual promises outlined herein are made in exchange for valuable consideration.

5. **NO ADMISSIONS.** The Parties to this Settlement Agreement acknowledge that this is a settlement of disputed claims, and by entering into this Settlement Agreement no party or their insurers is making an admission of liability or insurance coverage or a confession of judgment. Neither the Settlement Agreement nor any part hereof shall be used as evidence in any other matter, dispute resolution, or other proceedings to create, prove, or interpret the respective rights, duties, or obligations of the Parties. This restriction shall not apply to any litigation or proceeding brought to enforce the terms of this Settlement Agreement.

6. **ENTIRE AGREEMENT.** The Parties to this Settlement Agreement agree this document contains the entire agreement between the Parties regarding the matters set forth herein, and this Settlement Agreement shall be binding upon all Parties. If any provision of this Settlement Agreement is determined to be invalid or unenforceable, with the exception of the releases contained above, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from this Settlement Agreement without effecting the validity of any other provision hereof.

7. **COOPERATION.** The Parties to this Settlement Agreement agree to fully cooperate and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full effect to the terms and intent of this Settlement Agreement.

8. **TERMS ARE READ AND UNDERSTOOD.** The Parties to this Settlement Agreement declare that the terms of this Settlement Agreement have been completely read and are fully understood, and voluntarily accepted for the purposes of making a full and final compromise in settlement of any and all claims as described above, disputed or otherwise.

9. **REPRESENTATION BY COUNSEL.** Through the execution of this Settlement Agreement, each party represents it has had the opportunity to be represented by counsel in this matter, had full and fair opportunity to review this Settlement Agreement and secure the advice of counsel before execution, and understands and acknowledges this Settlement Agreement is a binding agreement.

10. **NO ASSIGNMENT OF CLAIMS.** OCALA represents and warrants that OCALA has not sold, assigned, transferred, or conveyed any claim, right, or cause of action related to the Litigation or Claim to any third party (whether person or entity) and are free to enter into this Settlement Agreement without restriction. OCALA acknowledges that FiberPro is relying on OCALA's representation to confirm any claim or potential claim (from any source) that is related to or arises from the matters released in this Settlement Agreement is released and fully discharged and will not survive beyond the date that the final signature is affixed to this Settlement Agreement.

11. **SUCCESSORS AND ASSIGNS.** This Settlement Agreement shall be binding upon the Parties hereto and their respective affiliates, heirs, representatives, agents, grantees, successors, and assigns.

12. **EXECUTION IN COUNTERPARTS.** The Parties to this Settlement Agreement agree that this Settlement Agreement may be executed in counterparts and that signatures transmitted by facsimile or electronically shall be treated as originals.

[Signature Page Follows]

IN WITNESS WHEREOF, the City of Ocala, Florida, hereby executes this Agreement on the date(s) set forth below.

CITY OF OCALA, FLORIDA,
a Florida municipal corporation

By: _____, Ire J. Bethea, Sr.,

as

City Council President

Date: _____

ATTEST:

By: ANGEL B. JACOBS, as
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: WILLIAM E. SEXTON, as
City Attorney

The remainder of this page is intentionally left blank.

THIS IS A RELEASE: READ CAREFULLY
Page 5 of 6

IN WITNESS WHEREOF, Fiberpro Network Services, LLC, hereby executes this Agreement on the date(s) set forth below.

FiberPro Network Services, LLC

| By: _____

| Title: _____

Date: _____

THIS IS A RELEASE: READ CAREFULLY
Page 6 of 6



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0446

Agenda Item #: 6m.

Submitted By: Pamela Omichinski

Presentation By: Angel Jacobs

Department: City Clerk

FORMAL TITLE:

December 2, 2025 City Council meeting minutes

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence

PROOF OF PUBLICATION:

N/A



Ocala

City Council

Minutes

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Tuesday, December 2, 2025

4:00 PM

1. Call to Order

2. Roll Call

Present: Mayor Ben Marciano
Pro Tem Jay A. Musleh
Council Member Kristen M. Dreyer
Council Member James P. Hilty Sr
Council Member Barry Mansfield
Council President Ire J. Bethea Sr

3. Public Notice

- **Public Notice for the December 2, 2025 City Council Regular Meeting was posted on November 7, 2025**

4. Proclamations and Awards

4a. Annual President's Award

Council President Dreyer presented the annual President's Award, established in 2011 to recognize a City of Ocala employee or group of employees for outstanding accomplishments that enhance city services and improve the quality of life for Ocala residents. The award is presented annually by the outgoing Council President.

Nominees for the 2025 President's Award included:

- Discovery Center Staff
- Ocala-Marion Fire Rescue Mentorship Program Team
- Shay Roberts Green, Procurement and Contracting Division
- Information Technology Staff
- Don Lee, Ocala Electric Utility Team

Following the announcement of nominees, Council President Dreyer expressed appreciation for their dedication and contributions, noting the difficulty in selecting a single winner due to the high caliber of all nominees.

The 2025 President's Award was presented to the Ocala-Marion Fire Rescue Mentorship Program Team, which includes Firefighter/EMT Andrew Bowyer, Firefighter/EMT Delano Christie, Captain Paramedic Chris Hickman, Captain Paramedic Anthony Ortiz, Firefighter Paramedic Theron Remington, and Firefighter Paramedic Brian Stoothoff and two retired members. Council President Dreyer recognized the team for their impactful mentorship efforts within the department and the broader community.

Captain Paramedic Anthony Ortiz expressed gratitude for the President's Award and shared insights into the evolution of the Ocala-Marion Fire Rescue Mentorship Program. Initially developed as a recruitment tool, the program has grown into a broader initiative supporting personal and professional development across the community.

He highlighted the program's outreach efforts, which include working with military veterans seeking new career paths and engaging with high school students exploring future opportunities. Through hands-on experiences and guidance, the program helps participants discover suitable career directions, including roles in fire rescue, law enforcement, and other city departments.

Ortiz emphasized the program's impact, noting that some participants have gone on to join the department, including two current team members. He acknowledged the challenges and rewards of mentorship and expressed pride in contributing to the growth of young individuals.

Council President Dreyer added that the program had secured over 50 career opportunities in the last quarter alone, commending the team's dedication to preparing the next generation of first responders, military personnel, and medical professionals.

5. Presentations

5a. Comments by outgoing Council President

Council President Dreyer reflected on the past year, highlighting steady progress, investments in public safety, technology modernization, recreation, and neighborhood revitalization. She expressed gratitude to Council members, staff, and citizens for their support and engagement. She concluded by presenting personalized gifts to Council members sourced from local businesses and welcomed the incoming leadership.

5b. Presentation of Plaques and Gifts

Council President Dreyer presented gifts filled with goodies from local small businesses to her fellow City Council Members and Mayor Marciano.

President Pro Tem Bethea presented a plaque to Council President Dreyer in appreciation of her service.

5c. Swearing-In of Reelected Council Members

1. City Council District 1 – Barry Mansfield
2. City Council District 3 – Jay A. Musleh
3. City Council District 5 – James P. Hilty Sr.

5d. Swearing-In of Mayor Ben Marciano

5e. Council Reorganization

1. Election of Council President Ire J. Bethea Sr.

RESULT: APPROVED

MOVER: James P. Hilty Sr

SECONDER: Jay A. Musleh

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

2. Election of Council President Pro-Tem Jay A. Musleh

RESULT: APPROVED

MOVER: Kristen M. Dreyer

SECONDER: James P. Hilty Sr

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

3. Change of seating and name plates

6. Consent Agenda

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

RESULT: APPROVED THE CONSENT AGENDA

MOVER: Kristen M. Dreyer

SECONDER: James P. Hilty Sr

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

- 6a. Agreement to accept Victims of Crime Act grant funds received from the State of Florida, Office of the Attorney General, in the amount of \$59,412

Presentation By: Michael Balken

- 6b. Budget Resolution 2026-115 to amend the Fiscal Year 2024-25 budget to accept and appropriate Victims of Crime Act grant funds received from the State of Florida, Office of the Attorney General, in the amount of \$59,412

Presentation By: Michael Balken

- 6c. Expenditures for utility services provided by SECO Energy for Fiscal Year 2025-26 with an estimated expenditure of \$84,000

Presentation By: Peter Brill

- 6d. Resolution 2026-8 to amend each respective community redevelopment plan for the four redevelopment subareas: West Ocala, East Ocala, North Magnolia, and Downtown

Presentation By: Aubrey Hale

- 6e. Appointment of Donald Gulling to the Downtown Ocala Redevelopment Area Advisory Committee for an unexpired term ending March 1, 2029

Presentation By: Angel Jacobs

- 6f. Minutes from November 18, 2025 City Council Meeting

Presentation By: Angel Jacobs

7. Consent Agenda Items Held for Discussion

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

8. Introduction and First Readings of Ordinances

(Second and Final Reading - December 16, 2025)

- 8a.** Ordinance 2026-4 designating a historic landmark at the southeast corner of 117 E Silver Springs Boulevard (Parcel ID# 2823-064-007) and installing a historic marker titled “Elvis in Ocala, Tom Petty Inspired” (Quasi-Judicial)

Introduced By: James P. Hilty Sr

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

- 9a.** Ordinance 2026-1 to amend the code of ordinances for permitted uses in the M-1, Light Industrial, zoning district to include churches/places of worship located on major and minor arterial roadways subject to supplemental regulations (COD25-0003)

Presentation By: Emily Johnson

Introduced By: Ire J. Bethea Sr

Council President Dreyer opened the public hearing.

Senior Planner Emily Johnson presented a proposed code amendment to allow churches and places of worship as permitted uses in the M-1 Light Industrial zoning district, specifically along major and minor arterial roadways. The amendment includes supplemental regulations and special exception requirements for associated uses such as private schools and daycares. Staff and the Planning Commission recommended approval.

Jimmy Gooding, Applicant’s Attorney, 1531 SE 36th Avenue, explained the historical and procedural background of the proposed ordinance amendment to allow churches and medical offices in the M-1 zoning district. He noted the property's location in a historically industrial area and emphasized the ordinance’s intent to permit such uses only along major and minor arterial roadways. He confirmed staff review and support for the amendment and offered to answer questions.

No public comment.

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED

MOVER: Barry Mansfield

SECONDER: Jay A. Musleh

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

- 9b.** Ordinance 2026-2 to change the future land use designation on approximately 10.36

acres (Parcel 21454-000-00) located at 2500 NW 31st Avenue from Medium Intensity/Special District to Employment Center (Case LUC25-0005) (Quasi-Judicial)

Presentation By: Emily Johnson

Introduced By: James P. Hilty Sr

Senior Planner Emily Johnson presented a request to change the future land use designation of approximately 10.36 acres from Medium Intensity Special District to Employment Center, and to rezone the property from R-1 and R-2 residential to M-1 Light Industrial. The change aligns with adjacent industrial uses, including a nearby landfill and Commerce Park, and supports unified development. Staff and the Planning and Zoning Commission recommended approval.

No public comment.

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED

MOVER: James P. Hilty Sr

SECONDER: Kristen M. Dreyer

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

- 9c.** Ordinance 2026-3 to rezone approximately 10.36 acres (Parcel 21454-000-00) located at 2500 NW 31st Avenue from R-1, Single-Family Residential and R-2, Two-Family Residential to M-1, Light Industrial (Case ZON25-0012) (Quasi-Judicial)

Presentation By: Emily Johnson

Introduced By: Jay A. Musleh

Council President Dreyer opened the public hearing.

Planner Emily Johnson discussed the adoption of Ordinance 2026-3. The applicant requested to rezone the property from R-1 (Single Family Residential) and R-2 (Two Family Residential) to M-1 (Light Industrial). She provided a brief overview of the property's history, zoning, and staff findings. Planning & Zoning Commission and staff recommend approval.

No public comment.

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED

MOVER: Jay A. Musleh

SECONDER: James P. Hilty Sr

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

10. General Business

- 10a.** Redevelopment Agreement between the City of Ocala and Marion Opportunity Zone Investment I, LLC, for the rehabilitation and redevelopment of the historic Hotel Marion property, with total City incentives not to exceed \$2,896,670

Presentation By: Aubrey Hale

Rob Batsel, Applicant's Attorney, 1531 SE 36th Avenue, Ocala, FL 34471, provided a brief history of the historic Hotel Marion.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: Kristen M. Dreyer

SECONDER: Jay A. Musleh

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

- 10b.** Purchase of physical security equipment from Morse Communications Inc., including digital cameras, building access controls, and alarms with an estimated expenditure \$245,725

Presentation By: Christopher Ramos

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: James P. Hilty Sr

SECONDER: Kristen M. Dreyer

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

- 10c.** One-year renewal of software maintenance agreement with Harris Corporation for the City's customer management system, Cogsdale, with an estimated expenditure of \$258,373

Presentation By: Christopher Ramos

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: James P. Hilty Sr

SECONDER: Kristen M. Dreyer

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

- 10d.** Renewal of agreement for professional electric transmission design and engineering services with GAI Consultants, Inc., in an amount not to exceed \$2,500,000

Presentation By: Doug Peebles

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: Barry Mansfield

SECONDER: Kristen M. Dreyer

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

- 10e.** Utilization of Florida Department of Management Services cooperative purchasing agreement with Point Blank Enterprises for the purchase of replacement ballistic vests for the Ocala Police Department SWAT team in the amount of \$161,449

Presentation By: Michael Balken

Council Member Hilty questioned what happens to the old vests. Police Chief Balken explained the the police department has donated ballistic vests to smaller agencies, but noted the material in the vests degrades over time.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: James P. Hilty Sr

SECONDER: Kristen M. Dreyer

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

- 10f.** Authorization to enter into a purchase and sale agreement for real property located along the 1900 block of NW 21st Street, approximately 10.49 acres, further identified by parcel ID: 21943-000-00, in an amount not to exceed \$868,000

Presentation By: Roberto Ellis

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: Barry Mansfield

SECONDER: Kristen M. Dreyer

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

- 10g.** Three-year renewal of the Agreement for Agent of Record and Insurance Consulting Services with Risk Management Associates, Inc., with a total contract value not to exceed \$270,000

Presentation By: Todd Swanson

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: Kristen M. Dreyer

SECONDER: James P. Hilty Sr

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

11. Internal Auditor's Report

12. City Manager's Report

- **Light Up Ocala event**

City Manager Pete Lee reported the City hosted a successful Light Up Ocala event with over 30,000 people in attendance.

- **Council Board appointments**

City Manager Pete Lee reviewed Council Board appointments. Council preferred keep their current assignments.

Council Member Dreyer reminded Council members of the importance of attending the TPO meetings, and to contact alternate TPO member Council Pro Tem Musleh if they need to miss a meeting.

- **Ocala Golf Course update**

City Manager Pete Lee provided a brief update on completed/planned improvements for the Ocala Golf Course.

13. **Ocala Police Department Report**

- **Overview of Crime and Traffic Stops**

Police Chief Mike Balken reported on crime data for the period, November 10, 2025 to November 23, 2025: 7,106 total incidents, 4,474 proactive calls, 2,632 dispatched calls, quadrant breakdown (dispatched versus proactive), 267 crimes, 177 arrests, 847 traffic stops, and 161 crashes.

- **Department Highlights**

Police Chief Mike Balken reported the department hosted a successful Light Up Ocala event. Furthermore, the department is preparing for the Ocala Christmas Parade on December 13, 2025.

14. **Ocala Fire Rescue Department Report**

- **Unit Responses**

Fire Chief Clint Welborn reported on unit responses for a two-week period, November 18, 2025 to December 1, 2025. The two busiest units: Fire Rescue Four (164-unit responses) and Fire Engine One (120-unit responses).

- **Service calls update**

Fire Chief Clint Welborn reported on call type spotlights for a three-week period, November 18, 2025 to December 1, 2025: motor vehicle accidents 92, structure fires 1, and community paramedicine/core 22, and calls for service 968 (23,072 calls-to-date).

- **Department Highlights**

Fire Chief Clint Welborn reported the department successfully concealed a fire on Thanksgiving Day. Furthermore, the Department partnered with several non-profit organizations to collect non-perishable goods and supplies before December 5, 2025. He encouraged the public to attend the upcoming Ocala Christmas Parade on December 13, 2025.

15. City Attorney's Report

16. Public Comments

- **Jason Tolbert, 1700 NE 50th Avenue, Ocala, FL, discussed a mixed-use proposal for City Council to consider**

Jason Tolbert, 1700 NE 50th Avenue, Ocala, FL, discussed a mixed-use proposal (Ocala Opportunity Tower) for City Council to consider. He provided a brief overview of the following: housing crisis solution, commercial project phase, project funding (estimated cost \$3.8 million), and projected revenue.

- **Kibbie Fulton, 520 NE 1st Avenue, Ocala, FL, encouraged the Mayor and City Council to support Muddy Lotus Tea and Kratom**

Kibbie Fulton, 520 NE 1st Avenue, Ocala, FL, encouraged the Mayor and City Council to support Muddy Lotus Tea and Kratom. She requested the Mayor take into consideration the residents in the community.

- **Shane Bores, 887 NW 6th Terrace, Ocala, FL 34475, requested the Mayor meet with residents in the community to discuss Kratom**

Shane Bores, 887 NW 6th Terrace, Ocala, FL 34475, requested the Mayor meet with residents in the community to discuss Kratom. He requested City Council take into consideration the residents in the community.

- **Jimmy Voelkel, 129 Marion Oaks Drive, Ocala, FL 34473, encouraged the Mayor and City Council to support Muddy Lotus Tea and Kratom**

Jimmy Voelkel, 129 Marion Oaks Drive, Ocala, FL 34473, encouraged the Mayor and City Council to support Muddy Lotus Tea and Kratom. He shared how Muddy Lotus Tea's social environment with Kratom products has helped him combat alcohol addiction.

- **Dillon Craig Aldridge, 2950 NE 14th Street, Ocala, FL 34470, encouraged the Mayor and City Council to support Muddy Lotus Tea and Kratom**

Dillon Craig Aldridge, 2950 NE 14th Street, Ocala, FL 34470, encouraged the Mayor and City Council to support Muddy Lotus Tea and Kratom. He shared his wonderful experience working at the Muddy Lotus Tea and consuming Kratom products.

- **Brigitte Smith, 4275 SW 85th Avenue, Ocala, FL, encouraged the Mayor and City Council to support Muddy Lotus Tea and Kratom**

- Brigitte Smith, 4275 SW 85th Avenue, Ocala, FL, encouraged the Mayor and City Council to support Muddy Lotus Tea and Kratom. She explained the medical properties of Kratom, as well as the difference between the natural leaf products served at Muddy Lotus Tea and the synthetic version, 70H. Furthermore, she shared how medical Kratom has greatly benefited her health as an active nurse in the community.
- **Serena Mojica, 731 SE 13th Street, Ocala, FL 34471, encouraged the Mayor and City Council to support Muddy Lotus Tea and Kratom**
Serena Mojica, 731 SE 13th Street, Ocala, FL 34471, encouraged the Mayor and City Council to support Muddy Lotus Tea and Kratom. She shared her wonderful experience working at the Muddy Lotus Tea and explained how Kratom products support the underserved residents in the community.
 - **Christy House, 240 NW 137th Terrace, Ocala, FL 34482, encouraged the Mayor and City Council to support Muddy Lotus Tea and Kratom**
Christy House, 240 NW 137th Terrace, Ocala, FL 34482, encouraged the Mayor and City Council to support Muddy Lotus Tea and Kratom. She shared her wonderful experience consuming Kratom for healing purposes at the Muddy Lotus Tea.
 - **Wesley McNair, 1756 NE 3rd Avenue, Ocala, FL, encouraged the Mayor and City Council to support Muddy Lotus Tea and Kratom**
Wesley McNair, 1756 NE 3rd Avenue, Ocala, FL, encouraged the Mayor and City Council to support Muddy Lotus Tea and Kratom. He shared his wonderful experience consuming Kratom for healing purposes at the Muddy Lotus Tea.
 - **Mitchell Tucker, 401 NW 1st Avenue, Ocala, FL, encouraged the Mayor and City Council to support Muddy Lotus Tea and Kratom**
Mitchell Tucker, 401 NW 1st Avenue, Ocala, FL, encouraged the Mayor and City Council to support Muddy Lotus Tea and Kratom. He shared his wonderful experience visiting the welcoming social environment at the Muddy Lotus Tea.
 - **Heather Cook, 4100 NE 37th Place, Ocala, FL 34480, encouraged the Mayor and City Council to support Muddy Lotus Tea and Kratom**
Heather Cook, 4100 NE 37th Place, Ocala, FL 34480, encouraged the Mayor and City Council to support Muddy Lotus Tea and Kratom. She shared her wonderful experience consuming Kratom for healing purposes at the Muddy Lotus Tea.
 - **Kimberly Bailey, 11616 SE 55th Avenue, Bellview, FL 34420, encouraged the Mayor and City Council to support Muddy Lotus Tea and Kratom**
Kimberly Bailey, 11616 SE 55th Avenue, Bellview, FL 34420, encouraged the Mayor and City Council to support Muddy Lotus Tea and Kratom. She shared her wonderful experience consuming Kratom for healing purposes at the Muddy Lotus Tea.

17. Informational Items and Calendaring Items

- Tuesday, December 16, 2025 - 4:00pm - City Council meeting - Council Chambers
- Wednesday, December 24 and Thursday, December 25, 2025 - Christmas Eve & Christmas Day Holidays - City Offices closed
- Thursday, January 1, 2026 - New Year's Day Holiday - City Offices closed
- Tuesday, January 6, 2026 - City Council meeting - Council Chambers
- Tuesday, January 20, 2026 - City Council meeting - Council Chambers
- 17a. Power Cost Adjustment Report - October 2025**
- 17b. Fully Executed Contracts Under \$50,000**

18. Comments by Mayor**- Kratom Bill**

Mayor Marciano expressed concern about the local impact of kratom, citing personal experiences and community feedback, including youth struggling with addiction. He emphasized the need for federal regulation, supported potential state-level legislation, and called for local action to address synthetic drug sales and promote a healthier community environment. He plans to bring forward related proposals at a future meeting.

- Light Up Ocala event

Mayor Marciano recognized the City for hosting a successful Light Up Ocala event. Additionally, he encouraged the public to tag him on social media or email, to share acts of kindness during the holiday season.

19. Comments by City Council Members

- Council Member Mansfield recognized past Council President Dreyer for her great leadership**
- Council Member Hilty recognized Council Member Dreyer for her service as the past Council President**
- Council Member Dreyer commented on the importance of TPO attendance**

Council Member Dreyer discussed the importance of TPO attendance. Furthermore, she reminded Council that the TPO meeting is held on the fourth Tuesday of every month.
- Council Pro Tem Musleh expressed gratitude to be able to serve on the City Council for another term and recognized past Council President Dreyer for her great leadership**
- Council President Bethea recognized past Council President Dreyer for her great leadership**

20. Adjournment

- Adjourned at 6:00 pm**

Minutes

Ire J. Bethea Sr.
Council President

Angel B. Jacobs
City Clerk



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: ORD-2026-5

Agenda Item #: 8a.

Submitted By: Emily W. Johnson

Presentation By: Jeff Shrum

Department: Growth Management

OFFICIAL TITLE (Motion Ready):

Ordinance 2026-5 to amend the code of ordinances Section 122-1225 to authorize the use of above-ground air curtain burners as an ancillary use to a materials recovery facility as well as establishing conditions and limitations relating to such ancillary use (COD25-0004)

OCALA'S RELEVANT STRATEGIC GOALS:

Economic Hub, Quality of Place

PROOF OF PUBLICATION:

N/A

- **Applicant:** Friends Recycling, LLC
- **Agent:** Fred N. Roberts, Jr., Esq., Klein & Klein, PLLC

BACKGROUND:

The applicant owns a materials recovery facility (MRF) located at 2340 NW 27th Avenue. The applicant-initiated conversations with staff to inquire about adding an above-ground air curtain incinerator to their operations. A review of the existing land development regulations of the MRF section by staff determined that a code amendment request to define and permit air curtain incinerators as an ancillary use would be necessary. The agent subsequently prepared an amendment to the Code of Ordinances requesting to amend the supplemental regulations for materials recovery facilities (Section 122-1225).

The Ordinance proposes the following changes:

- Defines above-ground air curtain incinerators as a “portable or stationary device that operates by forcefully projecting a curtain of air across an open, integrated combustion chamber in which combustion occurs, and which is designed to contain combustion and limit visible emissions during the combustion of permitted vegetative debris.”

- Establishes limitations on the materials that may be burned in above-ground air curtain incinerators.
 - Establishes a minimum setback of 200 feet from the property line of any residential zoning district, dwelling unit, church, daycare, school, hospital, or publicly accessible park, and 100 feet from all other property lines, specifies that the City may require greater setbacks based on site conditions or public health concerns.
 - Requires site plan approval to include a defined operations area delineating placement locations for the above-ground air curtain incinerator and materials storage areas.
 - Limits the hours of operation for above-ground air curtain incinerators to Monday through Friday, 8 a.m. to one hour before local sunset. Prohibits operations on weekends and City-recognized holidays and specifies that the City Manager may, upon request, authorize extended hours of operation in response to natural disasters, declared emergencies, or other conditions requiring expedited debris management.
 - Requires submittal and approval of a written operations plan addressing procedures for use, fire prevention and suppression, emissions control, and odor and dust mitigation.
 - Prohibits ground stockpiling of ash and residue.
 - Limits storage of unprocessed vegetative debris to 14 days.
 - Limits the height of vegetative debris piles to 25 feet in height.
- (Language added after Planning and Zoning Commission meeting.)*
- Granting the building official authority, as defined in Sec. 122-2, the ability to immediately revoke any approvals or permits associated with the ancillary use.
 - Requires compliance with all other federal, state, and local regulations.

ANALYSIS:

Staff identified potential issues for the applicant to address in the ordinance, including hours of operation, setback requirements from residential properties, setbacks from all property lines, byproducts from incinerator use, including smoke and ash, and the height and location of material storage. While one of the main functions of air curtain incinerators is to reduce smoke substantially, the ordinance also imposes additional restrictions on the types of debris that may be processed. Specifically, the debris restrictions allow only the processing of untreated wood and vegetative materials. Standards and regulations for these topics are included in the proposed ordinance's standards for permitting and operating above-ground air curtain incinerators. Additionally, this use must comply with the city's Industrial Performance Standards, Chapter 122, Article VIII, which regulate noise, vibration, smoke, odor, toxic or noxious matter, radiation, fire and explosive hazards, electromagnetic, humidity, heat, and glare.

An emission evaluation and data report published by the U.S. Department of Agriculture (USDA) Forest Service identifies that above-ground air curtain incinerators offer a valuable alternative to current fuel reduction and disposal methods, citing conclusions that the use of this equipment produces lower smoke emissions compared to pile or broadcast burning, reduces fire risk, and confines a burn area to a specific site.

Current MRF facilities with the city include:

- (Applicant) Friends Recycling MRF located at 2340 NW 27th Avenue (PID 21492-000-00), on approximately 10.75 acres.
- Waste Pro Ocala MRF located at 3621 NW 10th Street (PID 21819-000-00), on approximately 9.09 acres.
- Paglia & Associates MRF located at 3100 SW 3rd Street (PID 22767-002-00), on approximately 6.97 acres.

Recent changes to state law, including the enactment of F.S. Chapter 2025-190 (formerly SB 180), propose an amendment that is not considered more restrictive or burdensome, as it would allow a previously prohibited use consistent with recent state legislation (F.S. Chapter 2025-190 / SB 180).

PLANNING AND ZONING COMMISSION:

Staff presented the code amendment to the Planning and Zoning Commission at the November 10, 2025, meeting. The Commission questioned whether the code amendment would apply only to materials recovery facilities or whether air curtain burners would be allowed as a standalone use. Staff clarified that above-ground air curtain burners would be permitted only as an ancillary use at a materials recovery facility. There were no further questions or discussion among the Commission members. The Commission voted five to zero to recommend approval of the code amendment.

Following the Planning and Zoning Commission meeting, the applicant and staff met to discuss additional language regarding adding restrictions on the maximum height of vegetative debris that may be stored on site. As a result, the applicant has added language to the proposed amendment, as indicated in the underlined text in the above section regarding the proposed ordinance changes.

Additionally, staff presented the proposed ordinance to Governor's West at their regularly scheduled meeting on November 18, 2025, at which the applicant was also in attendance. There was discussion about possible impacts on school buses. The applicant clarified that the use creates little to no smoke and showed a video of the proposed operations in another jurisdiction. There was no opposition to the proposed code amendment.

FINDINGS AND CONCLUSIONS:

- The proposed amendment would allow for above-ground air curtain incinerators as an ancillary use to a materials recovery facility, subject to supplemental regulations.
- The restrictions for the operation of an above-ground air curtain incinerator within the proposed text amendment, in addition to current regulations such as Industrial Performance Standards, provide mitigation measures to minimize impact to surrounding properties.
- The proposed amendment does not conflict with F.S. Chapter 2025-190.
- The proposed amendment does not conflict with the Property Rights Element of the Comprehensive Plan.

Staff recommends approval.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW:

The ordinance will be reviewed by the City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes
- Deny
- Table

ORDINANCE 2026-5

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA, CONCERNING ZONING; AMENDING SECTION 122-1225 OF THE CODE OF ORDINANCES TO AUTHORIZE THE USE OF AN ABOVE-GROUND AIR CURTAIN INCINERATOR AS AN ANCILLARY USE TO A MATERIALS RECOVERY FACILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session, as follows:

Section 1. Section 122-1225 of the Code of Ordinances, City of Ocala, Florida is hereby amended by adding subsection (19), to read as follows:

Sec. 122-1225. Materials Recovery Facility Criteria.

(19) A materials recovery facility may include as an ancillary use the operation of an above-ground air curtain incinerator for the combustion of yard trimmings and vegetative debris delivered from off-site sources, subject to the following conditions. For purposes of this subsection, “above-ground air curtain incinerator” means a portable or stationary device that operates by forcefully projecting a curtain of air across an open, integrated combustion chamber in which combustion occurs and which is designed to contain combustion and limit visible emissions during the combustion of permitted vegetative debris.

- a. Permitted material shall be limited to untreated wood and vegetative material including brush, grass clippings, pruned shrub and tree debris, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development or land clearing. The above-ground air curtain incinerator shall not be used to burn any biological waste, hazardous waste, asbestos-containing materials, mercury-containing devices, pharmaceuticals, tires, rubber material, residual oil, used oil, asphalt, roofing material, tar, treated wood, plastics, garbage, trash or other material prohibited to be open burned as set forth in Florida Administrative Code. Only kerosene, diesel fuel, drip-torch fuel (as used to ignite prescribed fires), untreated wood, virgin oil, natural gas, or liquefied petroleum gas shall be used to start the fire in the above-ground air curtain incinerator. The use of used oil, chemicals, gasoline, or tires to start the fire is prohibited.
- b. The above-ground air curtain incinerator shall be operated in compliance with all applicable federal, state, and local laws, including but not limited to Florida Department of Environmental Protection (FDEP) regulations, the Florida Administrative Code and the Florida Fire Code.
- c. The above-ground air curtain incinerator shall only be operated a minimum of 200 feet from the property line of any residential zoning district, dwelling unit, church, daycare, school, hospital, or publicly accessible park and 100 feet from all other property lines. Greater setbacks may be required

by the city based on site conditions or public health concerns.

- d. A site plan is required for the operation of an above-ground air curtain incinerator. The location and associated vegetative debris storage areas must be clearly identified on the site plan. The site plan may designate an operations area envelope within which the above-ground air curtain incinerator and material storage areas may be relocated from time to time, provided that all applicable setback requirements in subsection (c) are continuously met. All incinerator related activity shall be confined to the approved operations area envelope.
- e. Above-ground air curtain incinerator operation shall be limited to Monday through Friday, commencing no earlier than 8:00 a.m. and ceasing no later than one (1) hour before local sunset. Operation is prohibited on weekends and City-recognized holidays, except that upon request the City Manager may authorize extended hours of operation in response to natural disasters, declared emergencies, or other conditions requiring expedited debris management.
- f. An operations plan shall be submitted for approval along with the required site plan. The plan shall, at a minimum, address procedures for use, fire prevention and suppression, emissions control, and odor and dust mitigation. Once approved by the city, a copy of the approved operations plan shall be maintained on-site at all times, and all operations shall be conducted in accordance with the plan.
- g. Residue or ash may remain within the above-ground air curtain incinerator burn chamber between operating periods, including to support hot starts consistent with manufacturer recommendations, and such in-chamber retention is not considered on-site storage. Accumulated ash shall be removed at intervals specified in the approved operations plan and sufficient to maintain safe, efficient operation and available capacity and shall be contained in closed containers or fully covered containment until transported to a lawful off-site beneficial-use outlet or permitted disposal facility. Ground stockpiles are prohibited.
- h. Unprocessed vegetative debris shall not remain on-site longer than fourteen (14) days prior to processing or burning, unless otherwise authorized by the City as part of the site plan or by subsequent written approval. In the event of a burn ban, air quality advisory, declared emergency, or other governmental order that temporarily prohibits processing or burning, the operator may maintain debris on-site for the duration of such order, provided the debris is managed to minimize fire risk, stormwater impacts, and nuisance conditions.
- i. Unprocessed vegetative debris piles shall not exceed twenty-five (25) feet in height, measured from adjacent finished grade at the perimeter to the highest point of the main body of the pile. Incidental protrusions (e.g., isolated branches) extending above this height do not constitute a violation, provided they do not materially increase the effective pile height or volume. The City may authorize greater heights as part of the approved site plan or by subsequent written authorization.
- j. The city approved operations plan shall be adhered to at all times. If determined by the building official that the use and operation of the ancillary use is not consistent with the approved site plan and operations plan, the building official shall immediately revoke approvals associated with the ancillary use.
- k. Suspension, revocation, or expiration of any required federal, state, or local permit or site plan approval shall result in the immediate cessation of operations unless and until new permits and/or a new or revised site plan has been approved.

Section 2. Severability Clause: Should any provision or section of this ordinance be held by a court of competent jurisdiction to be held unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect upon approval by the mayor, or upon becoming law without such approval.

ATTEST:

CITY OF OCALA

Jacobs City Clerk

Angel B. By: _____
Ire J. Bethea Sr. President, Ocala City Council

Approved / Denied by me as Mayor of the City of Ocala, Florida, on _____,
2025.

By: _____
Ben Marciano Mayor

Approved as to form and legality:

William Sexton City Attorney

ORDINANCE 2026-XX

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA, CONCERNING ZONING; AMENDING SECTION 122-1225 OF THE CODE OF ORDINANCES TO AUTHORIZE THE USE OF AN ABOVE-GROUND AIR CURTAIN INCINERATOR AS AN ANCILLARY USE TO A MATERIALS RECOVERY FACILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session, as follows:

Section 1. Section 122-1225 of the Code of Ordinances, City of Ocala, Florida is hereby amended by adding subsection (19), to read as follows:

Sec. 122-1225. Materials Recovery Facility Criteria.

(19) A materials recovery facility may include as an ancillary use the operation of an above-ground air curtain incinerator for the combustion of yard trimmings and vegetative debris delivered from off-site sources, subject to the following conditions. For purposes of this subsection, “above-ground air curtain incinerator” means a portable or stationary device that operates by forcefully projecting a curtain of air across an open, integrated combustion chamber in which combustion occurs and which is designed to contain combustion and limit visible emissions during the combustion of permitted vegetative debris.

- a. Permitted material shall be limited to untreated wood and vegetative material including brush, grass clippings, pruned shrub and tree debris, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development or land clearing. The above-ground air curtain incinerator shall not be used to burn any biological waste, hazardous waste, asbestos-containing materials, mercury-containing devices, pharmaceuticals, tires, rubber material, residual oil, used oil, asphalt, roofing material, tar, treated wood, plastics, garbage, trash or other material prohibited to be open burned as set forth in Florida Administrative Code. Only kerosene, diesel fuel, drip-torch fuel (as used to ignite prescribed fires), untreated wood, virgin oil, natural gas, or liquefied petroleum gas shall be used to start the fire in the above-ground air curtain incinerator. The use of used oil, chemicals, gasoline, or tires to start the fire is prohibited.
- b. The above-ground air curtain incinerator shall be operated in compliance with all applicable federal, state, and local laws, including but not limited to Florida Department of Environmental Protection (FDEP) regulations, the Florida Administrative Code and the Florida Fire Code.
- c. The above-ground air curtain incinerator shall only be operated a minimum of 200 feet from the property line of any residential zoning district, dwelling unit, church, daycare, school, hospital, or publicly accessible park and 100 feet from all other property lines. Greater setbacks may be required by the city based on site conditions or public health concerns.

- d. A site plan is required for the operation of an above-ground air curtain incinerator. The location and associated vegetative debris storage areas must be clearly identified on the site plan. The site plan may designate an operations area envelope within which the above-ground air curtain incinerator and material storage areas may be relocated from time to time, provided that all applicable setback requirements in subsection (c) are continuously met. All incinerator related activity shall be confined to the approved operations area envelope.
- e. Above-ground air curtain incinerator operation shall be limited to Monday through Friday, commencing no earlier than 8:00 a.m. and ceasing no later than one (1) hour before local sunset. Operation is prohibited on weekends and City-recognized holidays, except that upon request the City Manager may authorize extended hours of operation in response to natural disasters, declared emergencies, or other conditions requiring expedited debris management.
- f. An operations plan shall be submitted for approval along with the required site plan. The plan shall, at a minimum, address procedures for use, fire prevention and suppression, emissions control, and odor and dust mitigation. Once approved by the city, a copy of the approved operations plan shall be maintained on-site at all times, and all operations shall be conducted in accordance with the plan.
- g. Residue or ash may remain within the above-ground air curtain incinerator burn chamber between operating periods, including to support hot starts consistent with manufacturer recommendations, and such in-chamber retention is not considered on-site storage. Accumulated ash shall be removed at intervals specified in the approved operations plan and sufficient to maintain safe, efficient operation and available capacity and shall be contained in closed containers or fully covered containment until transported to a lawful off-site beneficial-use outlet or permitted disposal facility. Ground stockpiles are prohibited.
- h. Unprocessed vegetative debris shall not remain on-site longer than fourteen (14) days prior to processing or burning, unless otherwise authorized by the City as part of the site plan or by subsequent written approval. In the event of a burn ban, air quality advisory, declared emergency, or other governmental order that temporarily prohibits processing or burning, the operator may maintain debris on-site for the duration of such order, provided the debris is managed to minimize fire risk, stormwater impacts, and nuisance conditions.
- i. Unprocessed vegetative debris piles shall not exceed twenty-five (25) feet in height, measured from adjacent finished grade at the perimeter to the highest point of the main body of the pile. Incidental protrusions (e.g., isolated branches) extending above this height do not constitute a violation, provided they do not materially increase the effective pile height or volume. The City may authorize greater heights as part of the approved site plan or by subsequent written authorization.
- j. The city approved operations plan shall be adhered to at all times. If determined by the building official that the use and operation of the ancillary use is not consistent with the approved site plan and operations plan, the building official shall immediately revoke approvals associated with the ancillary use.

- k. Suspension, revocation, or expiration of any required federal, state, or local permit or site plan approval shall result in the immediate cessation of operations unless and until new permits and/or a new or revised site plan has been approved.

Section 2. Severability Clause: Should any provision or section of this ordinance be held by a court of competent jurisdiction to be held unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect upon approval by the mayor, or upon becoming law without such approval.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

By:

Kristen Dreyer
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:

William Sexton
City Attorney

ORDINANCE 2026-XX

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA, CONCERNING ZONING; AMENDING SECTION 122-1225 OF THE CODE OF ORDINANCES TO AUTHORIZE THE USE OF AN ABOVE-GROUND AIR CURTAIN INCINERATOR AS AN ANCILLARY USE TO A MATERIALS RECOVERY FACILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session, as follows:

Section 1. Section 122-1225 of the Code of Ordinances, City of Ocala, Florida is hereby amended by adding subsection (19), to read as follows:

Sec. 122-1225. Materials Recovery Facility Criteria.

(19) A materials recovery facility may include as an ancillary use the operation of an above-ground air curtain incinerator for the combustion of yard trimmings and vegetative debris delivered from off-site sources, subject to the following conditions. For purposes of this subsection, “above-ground air curtain incinerator” means a portable or stationary device that operates by forcefully projecting a curtain of air across an open, integrated combustion chamber in which combustion occurs and which is designed to contain combustion and limit visible emissions during the combustion of permitted vegetative debris.

- a. Permitted material shall be limited to untreated wood and vegetative material including brush, grass clippings, pruned shrub and tree debris, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development or land clearing. The above-ground air curtain incinerator shall not be used to burn any biological waste, hazardous waste, asbestos-containing materials, mercury-containing devices, pharmaceuticals, tires, rubber material, residual oil, used oil, asphalt, roofing material, tar, treated wood, plastics, garbage, trash or other material prohibited to be open burned as set forth in Florida Administrative Code. Only kerosene, diesel fuel, drip-torch fuel (as used to ignite prescribed fires), untreated wood, virgin oil, natural gas, or liquefied petroleum gas shall be used to start the fire in the above-ground air curtain incinerator. The use of used oil, chemicals, gasoline, or tires to start the fire is prohibited.
- b. The above-ground air curtain incinerator shall be operated in compliance with all applicable federal, state, and local laws, including but not limited to Florida Department of Environmental Protection (FDEP) regulations, the Florida Administrative Code and the Florida Fire Code.
- c. The above-ground air curtain incinerator shall only be operated a minimum of 200 feet from the property line of any residential zoning district, dwelling unit, church, daycare, school, hospital, or publicly accessible park and 100 feet from all other property lines. Greater setbacks may be required by the city based on site conditions or public health concerns.

- d. A site plan is required for the operation of an above-ground air curtain incinerator. The location and associated vegetative debris storage areas must be clearly identified on the site plan. The site plan may designate an operations area envelope within which the above-ground air curtain incinerator and material storage areas may be relocated from time to time, provided that all applicable setback requirements in subsection (c) are continuously met. All incinerator related activity shall be confined to the approved operations area envelope.
- e. Above-ground air curtain incinerator operation shall be limited to Monday through Friday, commencing no earlier than 8:00 a.m. and ceasing no later than one (1) hour before local sunset. Operation is prohibited on weekends and City-recognized holidays, except that upon request the City Manager may authorize extended hours of operation in response to natural disasters, declared emergencies, or other conditions requiring expedited debris management.
- f. An operations plan shall be submitted for approval along with the required site plan. The plan shall, at a minimum, address procedures for use, fire prevention and suppression, emissions control, and odor and dust mitigation. Once approved by the city, a copy of the approved operations plan shall be maintained on-site at all times, and all operations shall be conducted in accordance with the plan.
- g. Residue or ash may remain within the above-ground air curtain incinerator burn chamber between operating periods, including to support hot starts consistent with manufacturer recommendations, and such in-chamber retention is not considered on-site storage. Accumulated ash shall be removed at intervals specified in the approved operations plan and sufficient to maintain safe, efficient operation and available capacity and shall be contained in closed containers or fully covered containment until transported to a lawful off-site beneficial-use outlet or permitted disposal facility. Ground stockpiles are prohibited.
- h. Unprocessed vegetative debris shall not remain on-site longer than fourteen (14) days prior to processing or burning, unless otherwise authorized by the City as part of the site plan or by subsequent written approval. In the event of a burn ban, air quality advisory, declared emergency, or other governmental order that temporarily prohibits processing or burning, the operator may maintain debris on-site for the duration of such order, provided the debris is managed to minimize fire risk, stormwater impacts, and nuisance conditions.
- i. Unprocessed vegetative debris piles shall not exceed twenty-five (25) feet in height, measured from adjacent finished grade at the perimeter to the highest point of the main body of the pile. Incidental protrusions (e.g., isolated branches) extending above this height do not constitute a violation, provided they do not materially increase the effective pile height or volume. The City may authorize greater heights as part of the approved site plan or by subsequent written authorization.
- j. The city approved operations plan shall be adhered to at all times. If determined by the building official that the use and operation of the ancillary use is not consistent with the approved site plan and operations plan, the building official shall immediately revoke approvals associated with the ancillary use.

- k. Suspension, revocation, or expiration of any required federal, state, or local permit or site plan approval shall result in the immediate cessation of operations unless and until new permits and/or a new or revised site plan has been approved.

Section 2. Severability Clause: Should any provision or section of this ordinance be held by a court of competent jurisdiction to be held unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect upon approval by the mayor, or upon becoming law without such approval.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

By:

Kristen Dreyer
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:

William Sexton
City Attorney

THE USE OF AIR CURTAIN DESTRUCTORS FOR FUEL REDUCTION AND DISPOSAL

Susan M. Zahn ♦ Fuels Management Specialist

- [SUMMARY](#)
- [BACKGROUND](#)
- [DESCRIPTION](#)
- [EQUIPMENT](#)
- [OPERATION](#)
- [SDTDC EVALUATION](#)
- [CONCLUSIONS](#)

All emissions evaluations and supporting data was provided by Ron Babbitt and the staff from U.S. Department of Agriculture (USDA) Forest Service, Rocky Mountain Research Station, Fire Sciences Laboratory, Missoula, MT

SUMMARY

The San Dimas Technology and Development Center (SDTDC) evaluated the use of air curtain destructors (ACDs) as an efficient, environmentally friendly, technically feasible alternative in fuel reduction and disposal. SDTDC ♦s industry research found two companies, Air Burners LLC, of Palm City, FL, and McPherson Systems, Inc., of Tifton, GA, that manufacture the self-contained box-styled ACDs. These ACDs are air curtain incineration systems with a refractory-lined firebox. An engine supports the attached fan, which creates an air curtain across the top of the unit. During SDTDC ♦s evaluation, both manufacturers ♦ ACDs efficiently disposed of large quantities of forest vegetation (fuels) at very high temperatures, while releasing very little emission particulate matter. This safer alternative to open burning is viable throughout the year except when fire danger is too high.

BACKGROUND

This tech tip provides the latest information on air curtain destructors for fuel reduction and disposal. This information will be of interest to anyone concerned with fuels management issues.

Because vegetation reduction for wildfire mitigation and forest health is critical to fire and fuels management, researching alternative methods has become a top priority. Prescribed fire and pile burning have been the traditional methods of removing unwanted fuel and vegetation for many years. But weather conditions, air quality rules and regulations, and safety concerns (especially adjacent to wildland-urban-interface areas) have restricted the use of these methods. Although leaving vegetation onsite to decompose naturally is sometimes an alternative, decomposition can take many years and vegetation onsite does not alleviate fire risk. Decomposition can also increase the risk of outbreaks of unwanted insects. Chipping, grinding, and mulching are other alternatives, but their necessary removal and disposal may prove costly.

ACDs have been used throughout the world for several applications:

- In forest fuel management and wildfire mitigation efforts.
- In the construction industry (to reduce debris from land clearing and demolition operations).
- At landfill sites (to maximize costly space by reducing wood waste and similar burnable waste).
- In disaster recovery (for clearing debris from storms or floods).

ACDs can operate safely and year round for vegetation disposal with few operating limitations. These limitations include fire conditions, required clearance from trees (or other fuel hazards), maximum allowable wind conditions, and the proper use of heavy equipment (figure 1).



Figure 1—ACD in full operation (no visible smoke).

DESCRIPTION

The main operating principle of the ACD is blowing high-velocity air (curtain) across and into the upper portion of the combustion chamber (see figure 2). As the high-velocity air blows across the top, a rotational air current develops within the firebox. This powerful curtain of air has two effects: First, the high volume of air causes high oxygenation of the fire. Second, the high-velocity airflow over the combustion chamber entraps particulates (smoke). The high oxygenation helps to raise the burning temperature inside the unit, contributes to a more complete combustion process, and assists in reducing emissions and smoke. In addition, the high temperatures and oxygen-rich environment help combust ♦green, ♦ high-moisture vegetation.

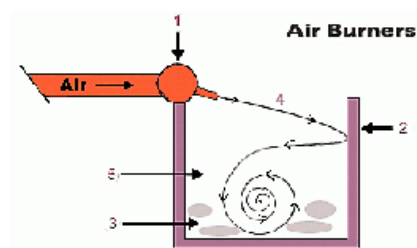


Figure 2—Air burner.

1. Air-curtain burner manifold and nozzles direct high-velocity airflow downward along refractory-lined walls.

2. Self-contained unit allows for fire containment and easy ash cleanup.

3. Vegetation to be burned.

4. Airflow forms an air curtain over the burning vegetation.

5. Continuous airflow overoxygenates the burning vegetation, allowing for higher burning temperatures and a more complete burn.

EQUIPMENT

Air Burners LLC manufactures several ACD models available through the General Services Administration. McPherson Systems, Inc., also offers various models and sizes of burners for permanent or portable use. Both manufacturers offer diesel or electric power with burn rates averaging from 1 to 15 tons per hour. The larger units are more difficult to transport onsite and require special permits for transport over roads. Some systems can be customized (check with manufacturer).



Figure 3—Skid-mounted ACD.

As figure 3 shows, the skid-mounted ACD is a self-contained system with a refractory-walled firebox, diesel engine powerplant, mechanical drive system, blower fan, and fuel tank. Both manufacturers engineered ACDs for transport by a lowboy or similar drop-deck trailer. This ease of transport increases flexibility, because operators can bring the ACD to the project site and avoid transporting vegetation elsewhere for processing. These ACDs are ready for use on arrival with minimal setup time. The refractory-lined firebox allows contained burning. The unit supports the diesel engine, fuel tank, and direct-drive system to operate the fan. An air-nozzle manifold is mounted on the backside of the firebox. The vegetation is loaded over the top of the ACD on the side opposite the manifold.

Both manufacturers created vertical refractory walls to aid combustion by retaining and reflecting the high temperatures that the firebox generates. The manufacturers state that the combustion process reduces the wood waste by about 98 percent, leaving only 2 percent in volume as residual ash. Twin refractory-lined panel doors at the rear of the firebox allow for ash removal. Both units are designed without bottom panels and sit directly above ground.

Because of the skids and durability of the Air Burners LLC unit, users can reposition it onsite or transport it from site to site, depending upon the terrain and distance. During transport the rear door panels can open for dumping ash. Users can empty the McPherson of ash by using a loader with a bucket. After the unit has cooled, the panels are disassembled. With both units, ash may be left in place, disposed of, or mixed with soil onsite or elsewhere.

OPERATION

Air curtain destructors are easy to operate and both units are almost identical. ACD operations follow three stages: startup, full operation, and burndown. For startup, operators partially load the firebox with layers of fine flammable forest vegetation, apply an accelerant (typically drip torch mix) over the layers, and cover it with heavier logs to just under the manifold. Ignition is via a fusee (similar to a road flare). Once the unit reaches its desired burning temperature and the heavier material starts to combust, the fan starts up and its speed gradually increases to full capacity. Although startup produces smoke, it decreases as the fan speed increases and the air curtain process approaches full operation. Depending on vegetation type and moisture content, startup burning takes about 1 hour and is complete when true combustion is observed (figure 4).



Figure 4— Approximately 5 tones of vegetation combusting.

During full operation, operators use mechanized equipment to feed vegetation into the burner at a steady rate. The best results were obtained by using an excavator with a grappler arm. An excavator with a bucket and thumb worked best for cleaning ash from the burner.

The last stage, known as burndown, typically takes about 2 to 3 hours, depending on the type and size of the vegetation. The unit is allowed to burn with no interruption to the air curtain. See figure 5. Once the materials inside burn down to under one half the height of the burner, operators slowly decrease the amount of air. After burndown, hot coals may remain for several days under an insulating blanket of ash. In the right conditions, operators may leave the ash in place to reignite new vegetation added the next day. Use caution when watering to cool the embers, cooler water may inadvertently splash water on the hot panels, possibly causing them to crack.

ACDs are designed to run for about 24 hours before ash removal, but running time depends on the vegetation's type and size. Long burns generally are more efficient (having lower emissions) than shorter burns. Efficiency starts to drop once the ash pile reaches about one-quarter to one-third of the firebox depth. For safe operation, have at least a 100-foot cleared space around the ACD. Barring extremely high winds, large embers are unlikely to escape the firebox and burn beyond the cleared area. Although small embers commonly are released from the burner during operation, they generally completely burn out before they hit the ground.

Safety should always be the number one consideration. Personnel must use all protective equipment, including personal protective clothing, and ensure that all mechanized equipment is clean and running efficiently. Operators should have a water source or fire engine and crew onsite to reduce the risk of possible fire spread. No one should operate an ACD if the fire danger is too high or if people or animals are likely to have unsupervised access around the burner site. Should conditions require shutdown, operators can extinguish the fire by using onsite soil to smother the combustion process in the unit.

SDTDC EVALUATION

SDTDC entered into a partnership with the Wallowa-Whitman National Forest (Region 6), the San Bernardino National Forest (Region 5), and San Bernardino County Solid Waste Management to evaluate two commercially available air curtain units. SDTDC evaluated the Air Burners LLC model 217 in November 2002 on the Burnt Powder Fire Zone, Baker City, OR, and the McPherson Systems model M30 in June 2003 on the San Bernardino National Forest, Mountain Top Ranger District, Lake Arrowhead, CA.

The vegetation used during the evaluation was a combination of Jeffery Pine and Douglas Fir. Each evaluation surveyed combustion rates, ember release (from the units), and emissions. Evaluation results for both units were very positive. Combustion rates were within range of the manufacturers' parameters. Emission evaluation results were favorable for both units. Table 1 shows the emissions of both units compared to broadcast and pile burning.



Figure 5— Photo shows results when the airflow is broken; a log smolders above the air curtain.

Table 1— Average emission factors for different management tools (pounds per ton).

	CO ₂	CO	CH ₄	NMHC	PM 2.5	CE (%)
Broadcast burning—Ponderosa Pine	3,286	179.8	6.6	5.4	36.0	90
Pile burning—Ponderosa Pine	3,268	178.5	13.9	9.9	25.5	89
LLC Air Curtain	3,616	26.3	1.4	1.1	1.1	99
McPherson Air Curtain	3,613	30	1.1	0.6	1.4	99

Explanation of Data

- CO₂ = emission factor for carbon dioxide.
- CO = carbon monoxide.
- CH₄ = methane based gases, such as propane and butane.
- NMHC = nonmethane gases, such as benzene.
- CE = combustion efficiency.

PM 2.5 = particulate matter expressed in pounds per ton. U.S. Environmental Protection Agency regulates particulate matter 2.5 and below.

CONCLUSIONS

ACDs offer a useful alternative to current fuel reduction and disposal methods.

ACDs:

- Produce lower smoke emissions compared to pile or broadcast burning.
- Burn a greater variety, amount, and size of materials from dead to green vegetation.
- Reduce fire risk and outbreak of insect problems.
- Operate with fewer restrictions in weather and burn conditions.
- Contain burn area to a specific site.

INFORMATION

For further information regarding ACDs manufactured by Air Burners LLC, contact:

Brian O'Connor
Air Burners LLC
4390 Cargo Way
Palm City, FL 34990
Phone: 888-566-3900 or 772-220-7303
Web site: <http://www.airburners.com>

For further information regarding ACDs manufactured by McPherson Systems, Inc., contact:

McPherson Systems, Inc.
Don McPherson
Hwy. 82W
100 Springhill Church Rd.
Tifton, GA 31794
Phone: 229-386-2367
Web site: <http://www.mcphersys.com>

Additional information regarding the air curtain burner may be found on the San Dimas Technology and Development Center Intranet Web site at: <http://fsweb.sdtcd.wo.fs.fed.us/>. The SDTDC staff thanks Sally Haase, Research Forester, USDA Forest Service, Pacific Southwest Research Station, Forest Fire Laboratory, Riverside, CA, and Keith Windell, Mechanical Engineer, USDA Forest Service, Missoula Technology and Development Center, Missoula, MT, for reviewing this document.

ABOUT THE AUTHOR...

Susan Zahn has almost 20 years of employment with the USDA Forest Service on each of the southern California forests. Sue has worked in areas of fire suppression, prevention, fire rehabilitation, fuels, wilderness and trails management, and as a volunteer coordinator. Sue started working at SDTDC in 2002 as the fuels management specialist. Sue has been assigned to a Wildland Interagency Incident Management Team for 10 years. She also serves on many regional and interregional training cadres. She is a graduate of the University of La Verne, with a bachelor of science degree in public administration.



For Additional Information Contact:

Project Leader, Fire Management
San Dimas Technology & Development Center
444 East Bonita Avenue, San Dimas CA 91773-3198
Phone 909-599-1267; TDD: 909-599-2357; FAX: 909-592-2309
E-mail: mailroom_wo_sdtcd@fs.fed.us

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Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: ORD-2026-6

Agenda Item #: 8b.

Submitted By: Emily Johnson

Presentation By: Emily Johnson

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):

Ordinance 2026-6 to rezone approximately 3.57 acres for a portion of property located at 2336 NW Seventh Street (Parcel 22682-000-00) from M-1, Light Industrial, to M-2, Medium Industrial (Case ZON25-0014) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

- Applicant: Mickey Truck Bodies, Inc
- Property Owner: Marilyn O. Laye, Trustee, Marilyn O Laye Revocable Living Trust
- Agent: Fred N. Roberts, Jr., Esq., Klein & Klein PLLC

Key Points:

The petitioner is requesting rezoning of a 3.57-acre property from M-1 (Light Industrial) to M-2 (Medium Industrial). The applicant owns the adjoining M-2 zoned property to the west (Parcels 2268-003-015 and 2268-003-016) and is in the process of acquiring the subject property from the current owner. The applicant intends to utilize the site for additional outdoor storage to support their existing repair garage.

The subject property is developed with four non-conforming single-family residences. GIS aerial imagery indicates that a portion of the subject property has been used for outdoor storage since the early 2000s.

The requested rezoning would become effective upon transfer of the subject property to the applicant.

Zoning and Land Use Details:

For consideration of the rezoning, there are several key factors:

- The four single-family residences are considered non-conforming. If any residence remains vacant for more than one year, the non-conforming status of each residential use would be discontinued.
- The Employment Center Future Land Use (FLU) only permits residential development as part of an approved Planned Development (PD) district.
- The adjacent properties to the south and west are zoned M-2.
- The M-2 zoning district allows for unlimited accessory outdoor storage.
- The M-2 zoning district only permits outdoor manufacturing by special exception.

Planning and Zoning Commission:

Staff presented the proposed rezoning to the Planning and Zoning Commission at the November 10, 2025, meeting. In response to an inquiry from the Chairman, staff clarified that the adjacent property to the east is zoned M-1 (Light Industrial) and that the case map appears to show a light green color due to the underlying base map layer. There were no further questions or discussion among the Commission members. The Planning and Zoning Commission voted five to zero to recommend approval.

FINDINGS AND CONCLUSIONS:

- The proposed rezoning is consistent with the requested Employment Center Future Land Use classification, pursuant to Section 122-244 of the Code of Ordinances.
- There are no additional nonconformities created, and there is no expansion to existing non-conformities as a result of the proposed amendment.
- The M-2, Light Industrial, zoning district is compatible with the surrounding area. Adjacent properties to the south and west have existing M-2 zoning.
- The requested rezoning would become effective upon transfer of the subject property to the applicant.
- 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.
- The proposed zoning amendment is consistent with the comprehensive plan and land development regulations.

Staff recommend 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:

- Staff Report
- Case Map
- Aerial Map

ORDINANCE 2026-6

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING THE ZONING FROM M-1, LIGHT INDUSTRIAL, TO M-2, MEDIUM INDUSTRIAL, FOR CERTAIN PROPERTY LOCATED AT 2306 NW 7TH STREET (A PORTION OF PARCEL 22682-000-00), APPROXIMATELY 3.57 ACRES (CASE NO. ZON25-0014); 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 M-2, Medium Industrial:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 28 MINUTES 45 SECONDS WEST 661.06 FEET TO THE NORTHEAST CORNER OF THE EAST 1/2 OF THE NW 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 13, SAID POINT MONUMENTED BY A NAIL AND DISK IN ASPHALT (ID#4883); THENCE SOUTH 00 DEGREES 25' 10" EAST 189.92 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 25' 10" EAST, 472.00 FEET TO THE SOUTHEAST CORNER OF SAID EAST 1/2 OF THE NW 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 13; THENCE NORTH 89 DEGREES 26 MINUTES 06 SECONDS, 330.66 FEET TO THE SOUTHWEST CORNER OF SAID EAST 1/2 AS MONUMENTED BY A 5/8" REBAR WITH CAP (ID #7872); THENCE NORTH 00 DEGREES 26 MINUTES 05 SECONDS EAST, 471.00 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 30 SECONDS EAST, 330.53 FEET TO THE POINT OF BEGINNING.

PARCEL DESCRIBED CONTAINS 3.57 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 that 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 M-1, Light Industrial, to M-2, Medium Industrial, as to lands described in Section 1 of this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered 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:

- (1) The approval of a lot reconfiguration and conveyance of the property described in Section 1 to Mickey Truck Bodies, Inc. with the combination of such property to the adjacent parcel identified under Marion County Parcel Identification Number 2268-003-015 also owned by Mickey Truck Bodies, Inc. If this item 1 is not satisfied within six (6) months from the date of adoption hereof, the ordinance shall automatically be deemed null and void without further action required by the City Council of the City of Ocala, Florida; and
- (2) 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 _____, 2025.

By: _____

Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No: 2026-XX
Introduced: Click or tap to enter a date.
Adopted: Click or tap to enter a date.
Legal Ad No: Click or tap here to enter text.



Rezoning Staff Report

Case No. ZON25-0014

Planning & Zoning Commission: November 10, 2025

City Council (1st Reading): December 16, 2025

City Council (Adoption): January 6, 2026

Applicant: Mickey Truck Bodies, Inc.

Property Owner: Marilyn O. Laye, Trustee, The Marilyn O. Laye Revocable Living Trust

Project Planner: Emily W. Johnson, AICP, Senior Planner

Amendment Request: Seeking approval to rezone a 3.57-acre portion of the subject property from M-1, Light Industrial, to M-2, Medium Industrial

Parcel Information

Acres: ±5.06 acres

Rezoning Area: ±3.57 acres

Parcel(s)#: 22682-000-00

Location: 2336 NW 7th Street

Existing use: Four existing non-conforming single-family residences, accessory barn, outdoor storage

Future Land Use Designation: Employment Center

Zoning Designation: M-1, Light Industrial

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 3.57-acre rear portion of the subject property from M-1, Light Industrial, to M-2, Medium Industrial. The applicant owns the adjoining M-2-zoned property to the west and is in the process of acquiring the 3.57-acre area from the current property owner. The applicant has indicated their intent to utilize the site for additional outdoor storage in support of their existing repair garage. The applicant is further requesting that rezoning only becomes effective upon transfer of the subject property to the applicant.

The agent, Fred N. Roberts, Jr., Esq., Klein & Klein PLLC, is representing the applicant in this request.

Section 2 - Background Information

The property in its entirety encompasses a total of approximately 5.06 acres. The current designations are:

Zoning:

M-1, Light Industrial district is intended primarily for wholesale distribution, warehouse storage, research and development, showroom sales, and light manufacturing of finished or semi-finished products. The light industrial uses shall be compatible with the surrounding uses. Outdoor manufacturing is not allowed in the M-1 district. Outdoor storage is allowed as a permitted accessory use, if it complies with design criteria in section 122-763. Specific uses shall be controlled by the standards for industrial performance in article VIII of this chapter.

Future Land Use:

Employment Center, a maximum of 24 dwelling units per acre in association with a Planned Development (PD) zoning district, a maximum of 2.0 floor area ratio (FAR).

The subject property was originally developed in the county with a single-family residence in 1940, with two additional residences constructed in 1968, and a fourth constructed in 1970. All four residences are currently occupied and considered nonconforming uses within an M-1 zoning district.

Annexation records indicate that the subject property was incorporated into city limits in 1975 and zoned M-1, Light Industrial. In 1991, the property was designated through the Comprehensive Plan with Light Industrial future land use. On January 22, 2013, the City Council adopted Comprehensive Plan Amendments consistent with the Ocala 2035 Vision, which eliminated the Light Industrial Future Land Use Classifications while designating a new classification of Employment Center to the subject property. The intent of the Employment Center Future Land Use Category (FLUC) is to provide a regionally important hub for business, enterprise, research and development, and employment activities.

Pursuant to Division 25, Article V, Chapter 122 of the Code of Ordinances, residential uses are not permitted in the M-1 zoning district, thus the four existing single-family residences are considered nonconforming.

GIS Aerial imagery indicates that a portion of the subject property has historically been used as outdoor storage dating back to the early 2000s. Outdoor storage is a permitted accessory use within the M-1 zoning district, subject to additional criteria contained under Section 122-763. It is noted that there does not appear to be any documentation or city records recognizing the outdoor storage use of the property.

Table 1: Adjacent Property Information:

<u>Direction</u>	<u>Future Land Use</u>	<u>Zoning District</u>	<u>Current Use</u>
North	Neighborhood	R-2, Two-Family Residential	Single-family residences adjacent to NW 7 th Street
East	Employment Center	M-1, Light Industrial	Vacant, undeveloped
South	Employment Center	M-1, Light Industrial M-2, Medium Industrial	CSX Railroad Right-of-Way Outdoor storage associated with Trademark Metals Recycling
West	Employment Center	M-1, Light Industrial M-2, Medium Industrial	Repair Garage (Mickey Truck Bodies) Recycling Center (Trademark Metals Recycling)

The applicant owns the adjacent property to the west, which is zoned M-2 and developed with a repair garage. The applicant intends to purchase the 3.57-acre subject property and incorporate it into their parcel through a Lot Reconfiguration process.

The subject property is accessed by NW 7th Street, an unclassified roadway connecting NW 27th Avenue and NW Old Blitchton Road. A CSX railroad right-of-way borders the subject property to the south, providing rail access to the Shady Road Industrial Park located to the west. M-1 and M-2 zoned properties surround the portion of the subject property being amended to the south, west, and east.

Section 3 – Staff Analysis

The northern 1.49-acres, developed with four single-family residences, is proposed to remain zoned M-1 as a buffer to the R-2, Two-Family Residential, zoning located across NW 7th Street. Pursuant to Division 25, Article V, Chapter 122 of the Code of Ordinances, residential uses are not permitted in the M-1 zoning district. Due to the status of the four existing single-family residences as non-conforming, the use may be continued subject to the following provisions under Section 122-173:

- (1) No such nonconforming use shall be enlarged or increased, or extended, or occupy a greater area of land than was occupied at the effective date of the ordinance from which this chapter is derived, before the date of adoption of this chapter, or the effective date of an amendment of this chapter. *Staff review of the nonconforming use determined that the existing nonconformity is not enlarged or increased, extended, or occupies a greater area of land with the amendment. No additional changes are anticipated through this request. Additional residential units are not allowed under the requested M-2 zoning district.*
- (2) No such nonconforming use shall be moved in whole or in part to any other portion of the lot or parcel occupied by such use at the effective date of the ordinance from which this chapter is

derived, before the date of adoption of this chapter, or the effective date of an amendment of this chapter. *The residential use is not proposed to be relocated or moved to any other portion of the lot.*

- (3) If any such nonconforming use of land ceases for any reason for a period of more than one year, any subsequent use of such land shall conform to the regulations specified by this chapter for the district in which such land is located. *Evidence has been provided to staff that indicates the residential units continue to be occupied.*

The applicant has submitted the requested amendment as part of a private property sale. Ultimately, the applicant intends to split the southern 3.57-acre portion from the subject property and combine it with their adjoining M-2 zoned parcel. Although a lot split and resulting reduction of the property area to approximately 1.49 acres increases the density per acre, changes in density is not indicated in Section 122-173 as a change to the non-conforming use that would require the use to come into compliance with the zoning district. Additionally, if any of the residences remain vacant for a period of more than one year, such non-conforming uses shall be brought into conformance with the zoning district standards.

It is noted that the adjacent industrial developments to the west and south have M-2 zoning. Pursuant to Section 122-781, this zoning district is intended primarily for wholesale distribution, warehouse storage, outdoor storage and sales, research and development and light manufacturing of finished or semi-finished products in multiple-use facilities or structures. Outdoor manufacturing is only permitted with a special exception in the M-2 zoning district.

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 6.5: Employment Center. The intent of the Employment Center land use is to provide a regionally-important hub for business, enterprise, research and development, and employment activities. Employment Centers are generally single use districts, but may include more than one (1) use if there are appropriate buffers and transitions between complementary uses. Permitted uses shall include a primary use and may include a secondary use. Primary uses are industrial, office and commercial. Secondary uses are public, recreation, institutional, and residential, as well as educational facilities. There are no form requirements in this land use category.

Access is primarily from major collectors, arterials, or limited-access highways. The primary modes of transportation include automobiles, trucks, freight rail, bus, and commuter rail transit. Provisions should be made for walking, bicycles, and transit.

There is no minimum density and intensity in this future land use category. The maximum density and intensity before any incentives is 24 dwelling units per gross acre or 2.00 FAR. The location and application of incentives shall be set forth in the Land Development Code.

Staff Comment:

- *The proposed M-2 zoning district is consistent with the existing Employment Center Future Land Use category allows for industrial uses.*
- *The existing non-conforming single-family residences are not compatible with the Employment Center Future Land Use category.*

- *The maximum density and intensity of the Employment Center FLU is 24 dwelling units per acre. Any residential development in this FLU requires a rezoning to a mixed-use Planned Development (PD) zoning district.*

2. **Future Land Use Element Objective 14:** The City shall continue existing regulations or adopt new regulations to ensure that development is consistent with the Future Land Use Map and are compatible with neighboring development, available services and facilities, and topography and soil conditions.

Staff Comment:

- *The requested rezoning aligns with development in the surrounding and adjacent areas which currently have Employment Center FLU and are zoned M-1 and M-2.*

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.

Employment Center	O-1, OP, B-1, B-1A, B-2, B-2A, B-4, B-5, SC, M-1, M-2 , M-3, G-U, INST, A-1, PD, FBC
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Staff Comment:

The requested M-2 zoning district is consistent with the existing Employment Center FLU designation.

Table 2: Existing and Proposed Zoning District Standards

	Zoning District	Intent and Purpose	Minimum Lot Area (square feet)	Maximum Building Height (feet)
Existing	M-1, Light Industrial	Intended primarily for wholesale distribution, warehouse storage, research and development, showroom sales, and light manufacturing of finished or semi-finished products.	10,000	60-feet
Proposed	M-2, Medium Industrial	Intended primarily for the wholesale distribution, warehouse storage, outdoor storage and sales, research and development and light manufacturing of finished or semi-finished products in multiple-use facilities or structures.	20,000	60-feet

Staff Comment:

The subject 3.57-acre portion of property meets the minimum lot area required for development within the M-2 zoning district.

Section 5 - Level of Service (LOS) Analysis

The maximum allowable density for the subject property with the requested Employment Center land use is 121 dwelling units, with a maximum FAR of 440,827.2 square feet. This rezoning amendment request does not alter the development potential of the property and therefore does not have any change to the potential impact on public facilities.

The following LOS analysis is provided only for the purpose of indicting the current conditions of public facilities. Additional LOS analysis will be required at the time of further development of the subject property.

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

Transportation: The subject property is accessed by NW 7th Street, an unclassified roadway connecting to NW 27th Avenue and NW Old Blitchton Road. The 2023 congestion management data from the Ocala-Marion TPO for the affected roadway(s) is provided below.

• Adopted LOS / Available Capacity:

Road/ Street Name	Lanes	Speed Limit	Functional Classification	Adopted LOS	LOS Capacity	2023 AADT	Existing LOS
NW 27 th Avenue	4	45	Arterial	E	35,820	27,200	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: Additional trips are not contemplated as a result of the proposed rezoning. Specific traffic analysis will be required through a traffic study prior to any expansion of the existing uses or future redevelopment.

Potable Water: Nearby uses are currently serviced by City of Ocala Utilities. City utilities are available at this location; connections will be determined during the site plan review process. A city water main runs along NW 7th 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. Water Resources staff has indicated the approximate daily flows are 15 mgd, leaving a remaining capacity of approximately 9.4 mgd; additional capacity analysis will be required at the time of site plan review for any expansion of the existing uses or future redevelopment.

Sanitary Sewer: Nearby uses are currently being serviced by City of Ocala Utilities. City utilities are available at this location; connections will be determined during the site plan review process. A city gravity main is available along NW 7th Street.

- *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:** 0.0112 pounds per square foot of occupied building space per day for nonresidential development.

LOS Impact: Solid waste is transported to facilities outside of the city, the capacity of these facilities is under others 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 Fall 2024 Activity Guide released by the Recreation and Parks Department.

LOS Impact: The anticipated industrial uses generally do not generate additional demand for parks. Additional capacity analysis will be required at the time of rezoning and site plan review, if a residential redevelopment is contemplated in the future.

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 #1 is located approximately 0.7 miles from the subject property. This distance falls within the desired industry standard of 1.5 miles for fire service.

Schools: The proposed amendment is not anticipated to impact schools.

Staff Comment: Preliminary review of the Required Public Facilities does not indicate any capacity issues. Further LOS analysis will be required prior to any expansion or future redevelopment as part of subsequent site plan reviews.

Summary Staff Comments: For consideration of the rezoning, there are several key factors to consider:

- *The four existing single-family residences are considered non-conforming. If any of the residences remain vacant for a period of more than one year, the non-conforming status for such structure will be null and void.*
- *The adjacent properties to the south and west are zoned M-2, Medium Industrial.*
- *The M-2, Medium Industrial, zoning district allows for unlimited accessory outdoor storage.*
- *The M-2, Medium Industrial, zoning district only permits outdoor manufacturing by special exception.*

Section 6 - Staff Findings and Recommendation

- The proposed rezoning is consistent with the requested Employment Center Future Land Use classification, pursuant to Section 122-244 of the Code of Ordinances.,
- There are no additional nonconformities created and there is no expansion to existing non-conformities as a result of the proposed amendment.
- The M-2, Light Industrial, zoning district is compatible with the surrounding area. Adjacent properties to the south and west have existing M-2 zoning.
- The requested rezoning would become effective upon transfer of the subject property to the applicant.
- City utilities are available at this location, and no level of service issues has been identified for public facilities as a result of the zoning amendment.
- The proposed zoning amendment is consistent with the comprehensive plan and land development regulations.

Staff Recommendation: Approval of ZON25-0014
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CASE MAP

Case Number: ZON25-0014

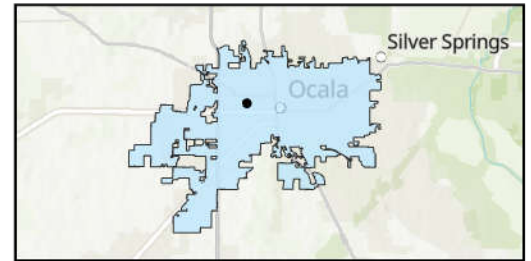
Parcel: A portion of 22682-000-00

Property Size: Approximately 3.58 Acres

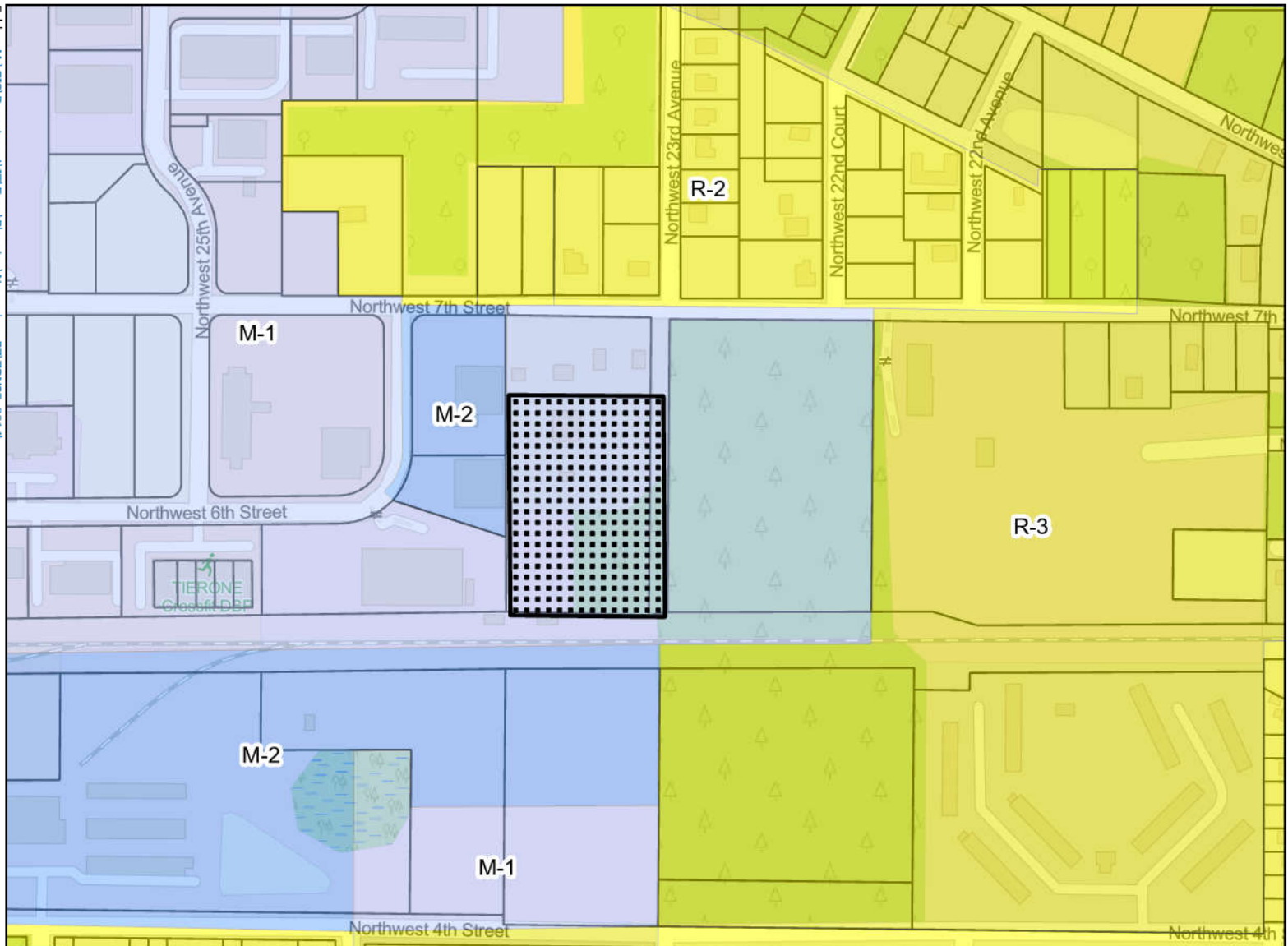
Land Use Designation: Employment Center

Zoning: M1, Light Industrial

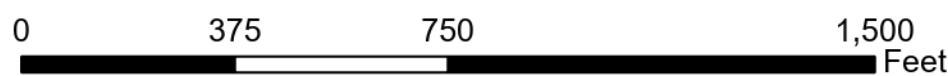
Proposal: A request to rezone from M1, light industrial to M2, Medium Industrial



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- B-4:General Business
- M-1:Light Industrial
- M-2:Medium Industrial
- R-2:Two-Family Residential
- R-3:Multi-Family Residential
- Parcels
- Subject Property



AERIAL MAP

Case Number: ZON25-0014

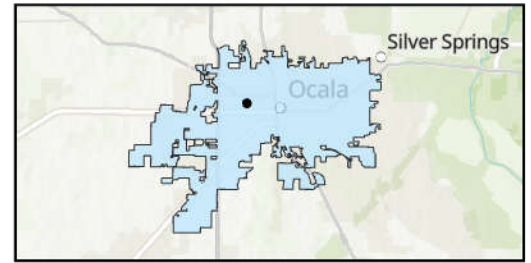
Parcel: A portion of 22682-000-00

Property Size: Approximately 3.58 Acres

Land Use Designation: Employment Center


Zoning: M1, Light Industrial


Proposal: A request to rezone from M1, light industrial to M2, Medium Industrial

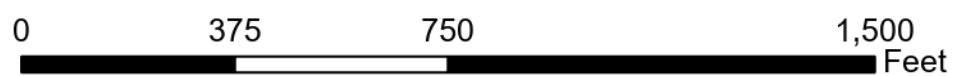


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 Subject Property

 Parcels





Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0442

Agenda Item #: 9a.

Submitted By: Charlita Whitehead

Presentation By: Aubrey Hale

Department: Growth Management

FORMAL TITLE:

Ordinance 2026-4 designating a historic landmark at the southeast corner of 117 East Silver Springs Boulevard (Parcel ID# 2823-064-007) and installing a historic marker titled “Elvis in Ocala, Tom Petty Inspired” (Quasi-Judicial)

OCALA’S RELEVANT STRATEGIC GOALS:

Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

The applicant, Ocala Sunset Rotary, with representative Paul Stentiford, submitted COA25-0033 requesting installation of a historic marker titled “Elvis in Ocala, Tom Petty Inspired.” The marker recognizes Elvis Presley’s 1961 visit to Ocala during the filming of “Follow That Dream” at the former Commercial Bank and Trust Company, and the influence of that visit on then-10-year-old Tom Petty, a North Central Florida native who later became a nationally influential musician.

Section 94-81(c) of the Ocala Code of Ordinances establishes the procedures and criteria for historic landmark designations. Eligible resources may include buildings, structures, objects, and sites associated with significant events or people in national, state, or local history.

The proposed marker meets the criteria for historic landmark designation under Sec. 94-81(c)(1)(a) and (c) and supports preservation goals related to public education and cultural interpretation. The installation will be maintained by Ocala Sunset Rotary and placed near the original filming location to retain its historical context.

On November 6, 2025, the Ocala Historic Preservation Advisory Board reviewed COA25-0033. Staff provided an overview of the marker’s purpose, its historical significance, and its alignment with the landmark criteria in Sec. 94-81. Discussion included the 1961 filming of “Follow That Dream” in Ocala and the well-documented influence Elvis Presley’s visit had on young Tom Petty’s early interest in music. Board members discussed the application, context, and proposed location. No objections were raised. Relevant Code Sections: Sec. 94-81(c)

and 94-81(d), Ocala Code of Ordinances.

FINDINGS AND CONCLUSIONS:

The request meets the requirements for designation as a Local Historic Landmark, as outlined in Sec. 94-81(c):

- **Historic Significance:** The site is associated with nationally recognized cultural figures Elvis Presley and Tom Petty and documents their historically relevant connection in Ocala.
- **Event Significance:** The 1961 filming of *Follow That Dream* represents a culturally meaningful moment in mid-century Florida history.
- **Public Benefit:** The marker supports heritage tourism, increases public understanding of Ocala's cultural role, and complements existing downtown markers.
- **Owner Support:** Written authorization was provided.
- **Application Completeness:** Photographs, narrative documentation, application fee, and supporting materials were submitted and reviewed.

Staff recommends approval.

FISCAL IMPACT:

N/A

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

This ordinance will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

SUPPORT MATERIALS:

- COA25-0033 Staff Report
- COA25-0033 Application
- COA25-0033 Site Plan
- COA25-0033 Supporting Document
- COA25-0033 Examples of Downtown Ocala Historic Markers

ORDINANCE 2026-4

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA, CONCERNING HISTORIC PRESERVATION; DESIGNATING THE SITE AT 117 E SILVER SPRINGS BOULEVARD (PARCEL ID 2823-064-007) AS A LOCAL HISTORIC LANDMARK FOR PURPOSES OF INSTALLING A HISTORIC MARKER TITLED “ELVIS IN OCALA, TOM PETTY INSPIRED,” IN ACCORDANCE WITH SECTION 94-81 OF THE CITY OF OCALA CODE OF ORDINANCES; AMENDING THE OFFICIAL HISTORIC PRESERVATION MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; 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. Designation of Local Historic Landmark. The following property is hereby designated as a Local Historic Landmark, consistent with the criteria and procedures established in Section 94-81 of the City of Ocala Code of Ordinances. This designation supports the installation of a historic marker titled “Elvis in Ocala, Tom Petty Inspired.” The designation is based on compelling historical evidence demonstrating the site’s cultural significance as a location associated with nationally recognized figures and a documented historic event:

117 E SILVER SPRINGS BOULEVARD PARCEL ID 2823-064-007. THE NORTHEAST CORNER OF E SILVER SPRINGS BOULEVARD AND NE OSCEOLA AVENUE, LOCATED ADJACENT TO THE SITE WHERE ELVIS PRESLEY FILMED SCENES FOR *FOLLOW THAT DREAM* IN 1961 AND MET THEN-10-YEAR-OLD TOM PETTY.

Section 2. Amendment to the Official Historic Preservation Map. The Official Historic Preservation Map, maintained pursuant to Section 94-81(g) of the City of Ocala Code of Ordinances, is hereby amended to include the Local Historic Landmark described in Section 1 of this ordinance.

Section 3. Direction to Staff. City staff is directed to take all necessary steps to implement this designation, including recordkeeping, updating historic preservation inventories, coordinating installation of the historic marker with the property owner and Ocala Sunset Rotary, and fulfilling all notice and reporting requirements established in Section 94-81.

Section 4. Repealing Inconsistent and/or Conflicting Provisions. All ordinances, resolutions, policies, procedures, or parts thereof in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 5. Severability of Ordinance Provisions. If any phrase, section, or portion of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, it shall be deemed a separate and independent provision, and such holding shall not affect the validity of the remaining portions of the ordinance.

Section 6. Modifications Arising from Consideration at a Public Hearing. The provisions of this ordinance may be modified as a result of consideration by the City Council during public hearing(s). Any such modifications shall be incorporated into the final version of this ordinance without requiring additional hearings.

Section 7. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that: (1) the Official Historic Preservation Map be amended to reflect the designation approved in this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered as necessary to accomplish that purpose; (3) terms or headings not affecting the intent of this ordinance may be modified for clarity and consistency; and (4) any scrivener’s errors that do not affect the substance or intent of this ordinance may be

corrected by the City Manager or their designee without the need for additional public hearings or further consideration by the City Council.

Section 8. This ordinance shall become effective upon the later of:

- (1) Approval by the mayor, or upon becoming law without such approval; or
- (2) The effective date of Ordinance No. 2025-XX (Ref: COA25-0033).

ATTEST:

CITY OF OCALA

By:
Angel B. Jacobs
City Clerk

By:
Kristen M. Dreyer
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2025.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No: 2025-XX
Introduced: Click or tap to enter a date.
Adopted: Click or tap to enter a date.
Legal Ad No: Click or tap here to enter text.



Staff Report

Case #207

COA25-0037

Ocala Historic Preservation Advisory Board: November 6, 2025

Property Owner: Austin International RLT, LLC

Petitioner: Paul Stentiford

Project Planner: Charlita Whitehead

Applicant Request: To install a new historic marker titled “*Elvis in Ocala, Tom Petty Inspired*” on the northeast corner of the intersection at East Silver Springs Boulevard and NE Osceola Avenue, commemorating the 1961 visit of Elvis Presley to film *Follow That Dream* and its influence on a 10-year-old Tom Petty.

Parcel Information

Acres: ±0.64 acres

Parcel(s) #: 2823-064-007

Location: 117 E Silver Springs Boulevard, Corner of E. Silver Springs Boulevard and NE Osceola Avenue

Future Land Use: High Intensity/Central Core

Zoning District: Form Based Code

Existing Use: Vacant Commercial Property

Background:

Local historic landmarks and markers play an essential role in preserving and interpreting the community’s heritage. They provide tangible, public reminders of the people, places, and events that shaped Ocala’s identity and contribute to civic pride and heritage tourism. Through the placement of signage, the City and its partners ensure that local stories are documented, accessible, and celebrated for future generations.

In July 1961, Elvis Presley arrived in Ocala to film scenes for the movie *Follow That Dream* at the Commercial Bank and Trust Company on East Silver Springs Boulevard. The production drew hundreds of spectators as the “King of Rock and Roll” briefly transformed downtown into a film set.

Among the onlookers was 10-year-old Tom Petty of Gainesville, whose uncle, Earl Jernigan, was involved with the film crew. Accompanied by his Aunt Evelyn and cousins Sadie and Norma, Tom met Elvis that day, an encounter Petty later described as “what kicked off my love of music.” He would go on to become one of America’s most influential rock musicians.

The Ocala Sunset Rotary, in coordination with the Florida Division of Historical Resources, applied for a state historic marker to commemorate this moment. Written authorization from the property owner has been provided, and the proposed installation location has been reviewed by City staff. Photos of the existing historic markers and the proposed placement are attached.

Applicant Request:

To install a new historic marker titled “*Elvis in Ocala, Tom Petty Inspired*” on the northeast corner of the

intersection at East Silver Springs Boulevard and NE Osceola Avenue, commemorating the 1961 visit of Elvis Presley to film *Follow That Dream* and its influence on then 10-year-old Tom Petty.

Staff Analysis

The site is associated with Elvis Presley and Tom Petty, both nationally recognized figures whose brief intersection in Ocala links local history to the broader story of American popular music. Consistent with the intent of Sec. 94-81(c), which identifies public education and appreciation of historic resources as core purposes of landmark designation. The marker advances public understanding of Ocala's role in Florida's mid-century cultural landscape and provides a tangible interpretive element for heritage tourism. It complements existing markers on the Downtown Square and near the Florida Institute for Human and Machine Cognition. The proposed placement near the original filming site retains historical context and visual association with the event.

Pursuant to Sec. 94-81(c)(1)(b), the marker's installation supports the City's preservation goals by enhancing community understanding of historic personages important to national, state, or local history. Installation will occur on publicly accessible property and be maintained by the Ocala Sunset Rotary. The marker will be accessible 24 hours a day and adds to the City's public education and heritage assets. Staff finds that the event meets the criteria for recognition under Sec. 94-81(c)(1) as a location associated with persons who made significant contributions to history.

Nomination and designation of local landmarks. (Section 94-81(c)):

The following is the procedure for nomination of individual historic resources as a landmark. The nominated historic resource may or may not be listed on the National Register of Historic Places.

(1) In addition to the structures already identified as within the historic district, the board shall consider for landmark designation any additional buildings, structures, objects, sites, and districts within the city which merit landmark designation and protection, possessing integrity of location, design, setting, materials, workmanship of association and being:

- a. Of particular historic significance by exemplifying the broad cultural, political, economic, or social history of the nation, state, or community:

The proposed landmark exemplifies the cultural and social history of two nationally recognized individuals that met for the first time while visiting the City of Ocala.

- b. Associated with historic personages important in national, state, or local history:
- c. *Elvis Presley and Tom Petty are persons who have made significant contributions to American music and rock n' roll history.* The site of a historic event which had a significant effect on the development of the nation, state, or community:

The proposed landmark identifies a historic event in which Elvis Presley and Tom Petty met for the first time and had a brief exchange during the filming of "Follow that Dream".

- d. An embodiment of the distinctive characteristics of a type, period, or method of architecture or engineering.

the proposed landmark is not an embodiment of the distinctive characteristics of a type, period, or method of architecture or engineering. This landmark designation refers to an important cultural and social event.

- e. Representative of the work of an important builder, designer, artist or architect whose individual ability has been recognized or who influenced his age.

The site is not directly associated with a specific recognized builder, designer, architect, or artist but represents the mid-20th century film production design and locations that helped shape the visual identity of American movies.

- f. Significant for containing elements of design, detail, materials, or craftsmanship which represent a significant innovation.

The proposed landmark is not significant for containing elements of design, detail, materials, or craftsmanship representing a significant innovation. It is more so significant from a cultural and social historic aspect.

- g. Able or likely to yield information important in prehistory or history.

This is cultural and social event between two prominent national music figures of the mid 1900's era.

Guidelines for recommendations (Section 94-81(d):

Locally designated historic districts and local landmarks may be designated by ordinance upon recommendation by the board, which shall use the following criteria as general guidelines for making such recommendations: districts, sites, buildings, structures and objects that possess integrity of location, design, setting, material, workmanship, feeling and association, and that:

- (1) Are associated with events that have made a significant contribution to the broad patterns of the city's history.

The site is associated with events that contributed to the city's cultural history, in this case, the filming of "Follow That Dream" and its influence on Tom Petty's musical career.

- (2) Are associated with the lives of persons significant in the city's past.

The site is associated with the lives of Elvis Presley and Tom Petty who were visiting Ocala, which is significant in the city's cultural history.

- (3) Embody the distinctive characteristics of a type, period or method of construction, or that represent a significant and distinguishable entity whose components may lack individual distinction.

the site does not embody distinctive architectural or construction characteristics.

- (4) Have yielded or may yield information important in prehistory or history.

- (5) ***This is cultural and social event between two prominent national music figures of the mid 1900's era.***Constitute a unique density of architecture, scale, landscaping and planning.

The site does not exhibit a unique density of architecture, scale, landscaping, or planning; its importance is primarily cultural and social history of two prominent national musicians.

Staff Findings:

Based on Sec. 94-81 criteria, staff finds the nomination is consistent with the intent of the Code of Ordinances.

Division of Historical Resources, Bureau of Historic Preservation

Historical Markers Application

- [My Application](#)
- [Return to Application Later](#)
- [Logout](#)

Florida Historical Marker Application

Application Number: **HM-1361**

You are not done yet!

We have received your application electronically however you are **NOT** done yet! We still need a few more things from you.

- [Print Signature Page](#)

Attach signature page to:

ATTN: Historic Marker Program
 Division of Historical Resources
 Bureau of Historic Preservation
 R.A. Gray Building
 500 S. Bronough Street, Room 422
 Tallahassee, Florida 32399-0250

Part 1: Resource Information

Name and Location

What is the Historic Name of the Resource?
 Elvis Presley and Tom Petty Memorial
 Address
 corner of East Silver Springs Boulevard and NE Osceola Avenue
 City
 Ocala
 Zip Code
 34470

Details

What type of resource will you be marking?
 Site (e.g., archaeological, historic, cemetery, battlefield)

If other, please explain:

Historic

Is the resource listed in the National Register of Historic Places?
No

Description and Significance

Please describe the resource

Tom Petty was 10 years old when he met Elvis Presley on a movie set in Ocala. The brief encounter with the rock and roll sensation on that hot July day in 1961 ended up being a transformative moment for Petty and his love for music.

Provide a statement explaining the significance of the resource

The King of Rock and Roll inspired a 10 year old boy who never had an interest in music to later become a legendary rock and roll icon. The movie Elvis was filming in Ocala, FL in 1961 was "Follow That Dream" and 10 year old Tom Petty whose uncle was involved in the production had Tom's aunt bring him from his hometown of Gainesville 40 miles North to see the filming and meet Elvis. It was there on that day that 10 year old Tom Petty who had no former interest in music would be forever fascinated - and hooked - on rock 'n' roll. In his own words I quote " That's what kicked off my love of music. And I'd never thought much about rock 'n' roll until that moment."

Part 2: Marker Information

Marker Details & Location

Will this be a new or replacement marker?
New Marker
Will this be a single or double-sided marker?
Single-sided marker (identical text on both sides)
Will the marker be located at the resource?
Yes

If no, please explain:

In which county will the marker be located?
Marion County

What are the **geographic coordinates** of the proposed marker location?

Please use decimal fractions. (Example: 30.438659 or -84.284451). See [How to Determine Marker Coordinates](#) for instructions.

Longitude
29° 11' 13.9092" N
Latitude
82° 8' 6.936" W

What days and times will the marker accessible to the public?

Accessible 24/7

Marker Text

What is your proposed Marker Title
Elvis in Ocala, Tom Petty Inspired

Please provide your proposed **Marker Text**

The marker text may not exceed 1,235 characters per side. This character limit includes punctuation and spaces. See [Tips for Writing Marker Text](#) for additional instruction.

Side One

On a summer morning in 1961, Elvis Presley arrived in Ocala, FL, to film a scene for a movie at the Commercial Bank and Trust Company on East Silver Springs Boulevard, just east of the railroad tracks. The city paused as the "King of Rock and Roll" brought Hollywood glamour to this quiet stretch of downtown. That same day, a 10-year-old boy named Tom Petty made the 30-mile trip from Gainesville with his Aunt Evelyn and cousins Sadie and Norma. Their uncle, Earl Jernigan, was working on the film set, giving them rare access to witness the magic of moviemaking and to meet Elvis himself. Petty's cousin Sadie Darnell later recalls, "He was completely, completely enthralled." Inspired and wide-eyed, young Tom told his family that day that he was going to be a rock star. Decades later, he would become just that - an American music legend in his own right. Fittingly, the film Elvis was shooting that day carried the title Follow That Dream.

Side Two (double-sided markers only)

What organization(s) and or individual(s) are sponsoring the marker?

Ocala Sunset Rotary

Close
Close

Part 3: Contact Information

Resource Owner

If the resource is owned by an organization, provide the name and information of a contact person in that organization.

What is the name of the resource owner or organization contact?

First name
Paul

Last name
Stentiford

Organization name (if owned by an organization)

Ocala Sunset Rotary

What is the address of the resource owner?

Address
1501 SE 14TH AVE

City
OCALA

State
Florida

Zip Code
34471

Phone number of owner

352-266-8994

Email address of owner

PAUL@STENTIFORDFL.COM

Will the resource owner also be responsible for installation and maintenance of the marker?

Yes

Is the resource owner also the person that prepared this application?
Yes

Marker Caretaker

Please provide the contact information for the person responsible for installing and maintaining the marker if different from the resource owner. If this will be an organization, provide the name and information of a contact person in that organization.

What is the name of the of the marker caretaker?

First name
Paul
Last name
Stentiford

Organization name (If an organization will be the marker caretaker)

What is the address of the marker caretaker?

Street Address
1501 SE 14TH AVE
City
OCALA
State
Florida
Zip Code
34471

Phone number of caretaker
352-266-8994
Email address of caretaker
PAUL@STENTIFORDFL.COM

Person That Prepared the Application

Please provide the contact information for the person that prepared the content of this application (if different from resource owner).

What is the name of the of the person that prepared the application?

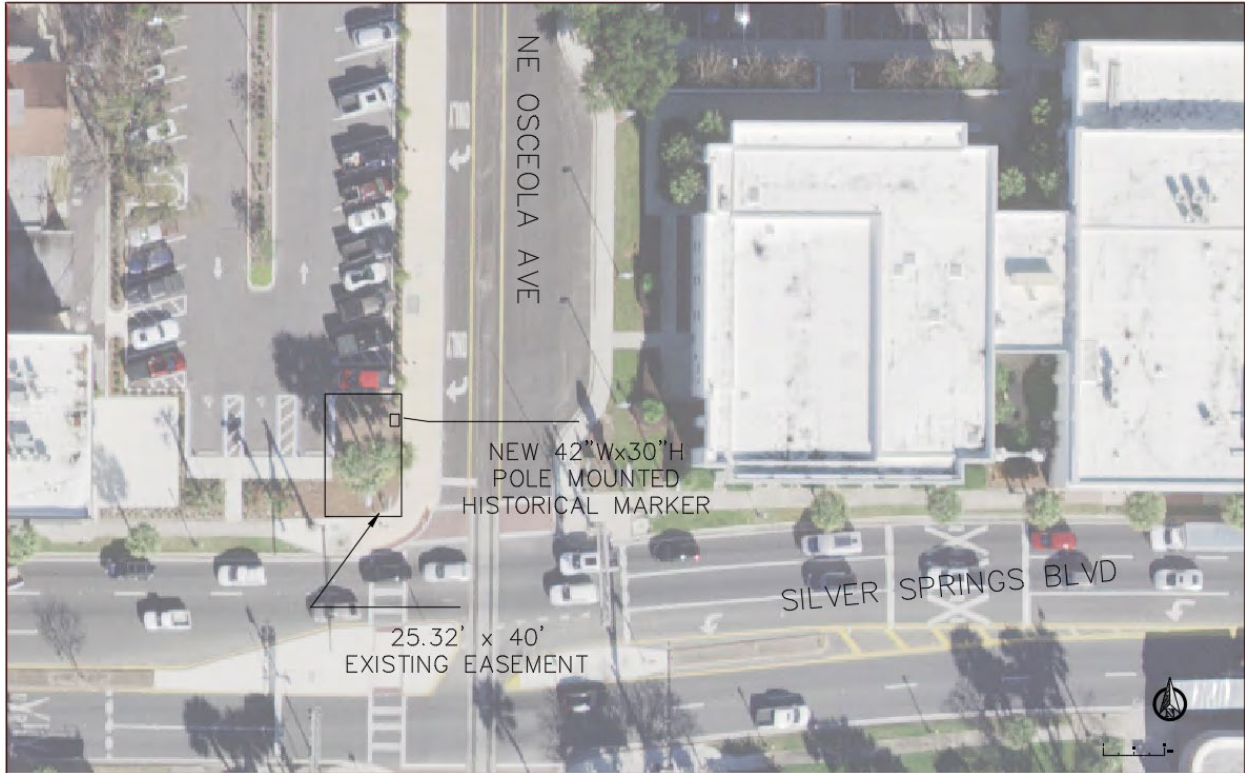
First name
Paul
Last name
Stentiford

What is the address of the of the person that prepared the application?

Street Address
1501 SE 14TH AVE
City
OCALA
State
Florida
Zip Code
34471

Phone number of preparer
352-266-8994
Email address of preparer
PAUL@STENTIFORDFL.COM
If you need assistance, please email flheritage@dos.myflorida.com or call 850.245.6333.

COA25-0033 Proposed Historical Marker Location



Memorial Sign - Example



"Marion County." *American Courthouses*, 1 Feb. 2023, courthouses.co/us-states/states-a-g/florida/marion-county/.



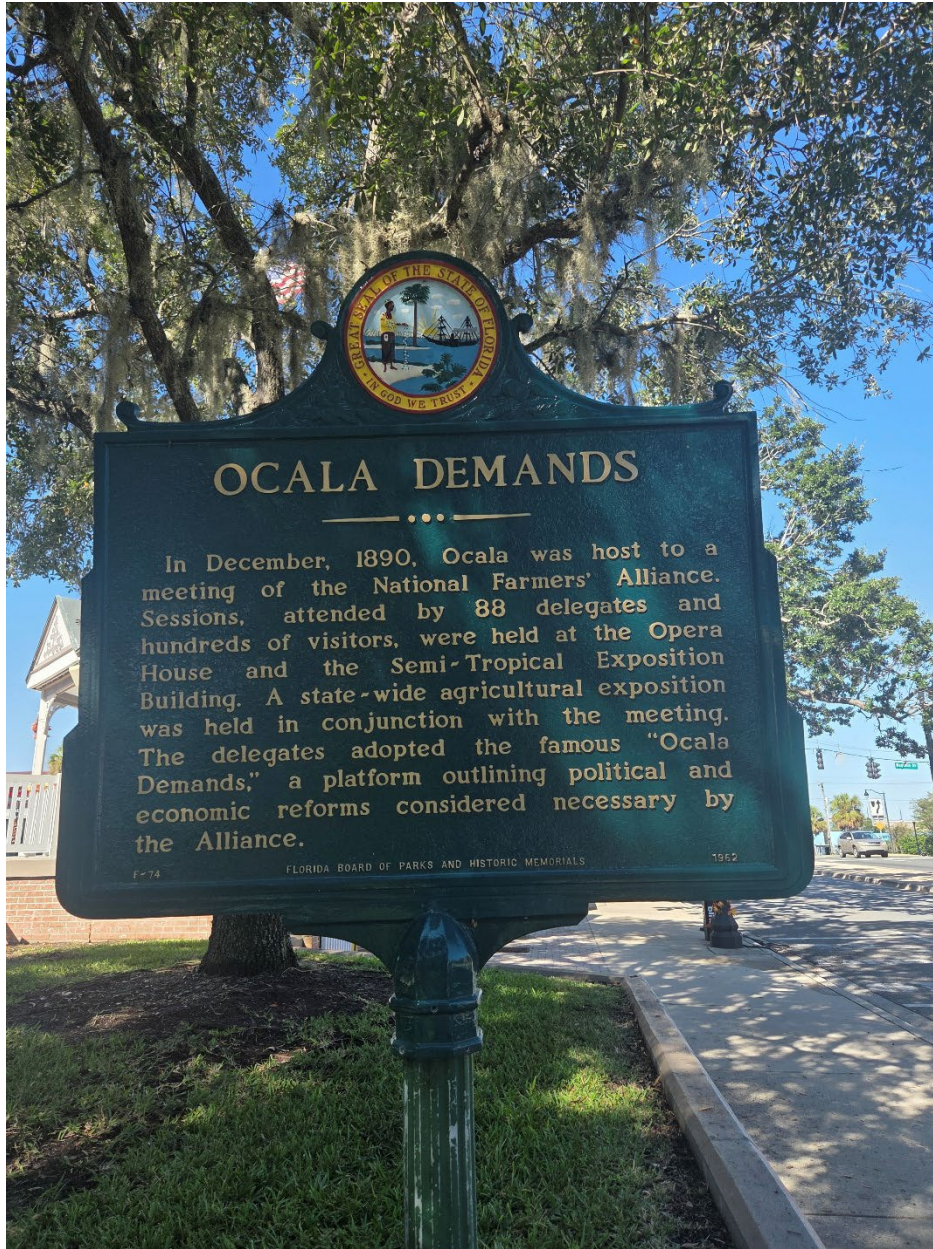
Elvis Presley emerges from Commercial Bank (now SunTrust) in downtown Ocala during the filming of "Follow That Dream." The old movie will kick off the third Silver Springs International Film Festival; its name also will serve as the festival's theme. *Ocala Star-Banner*

Allen Correspondent, Rick. "'Follow That Dream' Kicks off 2016 Silver Springs International Film Festival." *The Star Banner*, Ocala Star-Banner, 30 Mar. 2016, www.ocala.com/story/entertainment/local/2016/03/30/follow-that-dream-kicks-off-2016-silver-springs-international-film-festival/31971217007/.

Below is the proposed location for the Tom Petty and Elvis Presley historical marker, which would be placed on the left side of the picture, at the street corner. The building on the right side of the image is the former commercial bank where Elvis Presley's movie "Follow That Dream" was filmed.



Examples of Downtown Ocala Historic Markers



Ocala Demands Marker

Examples of Downtown Ocala Historic Markers



Old Courthouse Square Marker

Examples of Downtown Ocala Historic Markers



Institute of Human Machine Cognition / Former Library Marker



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0417

Agenda Item #: 9b.

Submitted By: James Haynes

Presentation By: James Haynes

Department: Community Development Services

FORMAL TITLE:

Affordable Housing Advisory Committee 2025 Annual Report

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence

PROOF OF PUBLICATION:

Posted to City Website 12/02/2025

BACKGROUND:

Section 420.9076(4) of the Florida Statutes describes the process for developing the Affordable Housing Advisory Committee (AHAC) Report. The advisory committee's key role is to prepare the AHAC Report and to evaluate its implementation. The AHAC Report identifies incentive strategies and recommendations for adoption by the local government. The recommendations should seek to remove regulatory barriers that limit the development or preservation of affordable housing or drive up housing costs.

To fulfill this task, the advisory committee should review the local government's existing policies, procedures, ordinances, land development regulations, and the comprehensive plan related to furthering the development and preservation of affordable housing units. The committee recommends specific actions or initiatives to encourage affordable housing while preserving the property's ability to appreciate in value.

The advisory committee must approve the final AHAC Report by majority vote and submit it to the local government and the Florida Housing Finance Corporation. Upon receipt of the AHAC Report, the local government has 90 days to amend its local housing assistance plan to incorporate the adopted incentive strategies it plans to implement.

FINDINGS AND CONCLUSIONS:

On November 19, 2025, the City's Affordable Housing Advisory Committee members held a public meeting to discuss and recommend housing incentive strategies which were presented to City Council on December 16, 2025. Staff recommends approval.

FISCAL IMPACT:

Acceptance of this committee report by the City Council and the Florida Housing Finance Corporation will keep the City in compliance with the requirements to receive annual State Housing Initiatives Partnership (SHIP) funding in 2026.

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Affordable Housing Advisory Committee (AHAC) Report to Ocala City Council
SHIP Affordable Housing Incentive Strategies

Submitted to Ocala City Council
Date Submitted: December 16, 2025

Submitted to Robert Dearduff
Florida Housing Finance Corporation

Date Submitted:

Prepared By: James Haynes
Director, Community Development Services

Background / Purpose Information:

The following member(s) were appointed/reconfirmed to the Affordable Housing Advisory Committee (AHAC) by Resolution 2023-16 on February 7, 2023.

Dr. Gwendolyn B. Dawson, as a citizen who is actively engaged as a not-for-profit provider of affordable housing; and

Kristen Dreyer, as a local elected official; and

Tasha Osbourne, as a citizen who is actively engaged as a real estate professional in connection with affordable housing; and

Davida Randolph, as a citizen who is residing within the jurisdiction of the local governing body, making the appointments; and

Henry Samuels, as a citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing; and

Cory Weaver, as a citizen who represents employers within the jurisdiction; and

The following member(s) were appointed/reconfirmed to the Affordable Housing Advisory Committee (AHAC) by Resolution 2024-12 on February 6, 2024.

Rob Peters, as a citizen who is actively engaged as a not-for-profit provider of affordable housing.

The following member(s) were appointed/reconfirmed to the Affordable Housing Advisory Committee (AHAC) by Resolution 2024-19 on March 19, 2024.

Jeff Hill, as a citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.

Background

By state Statute and per City of Ocala Council's actions, the Committee is made up of appointed and ad hoc members representing a cross-section of the affordable housing development community. The 2006 Affordable and Workforce Housing report prepared by the Public Policy Institute was used as a baseline for completing the goals required by §420.9076, Fla. Stat. (2006), which required the establishment of an affordable housing advisory committee to recommend monetary and nonmonetary incentives as part of an affordable housing incentive plan. The meetings were advertised as required by the Sunshine Law and open to the public. In addition to the hours spent at these meetings, Committee members spent many additional hours reviewing materials, including studies and reports from other jurisdictions, in developing their recommendations.

Purpose

The purpose of the Incentive Strategy Plan is to set out the deliberations and recommendations for monetary and non-monetary incentives targeting regulatory reform with respect to affordable housing including the evaluation of the established City policies, procedures, ordinances, land development regulations and the comprehensive plan. All recommendations should encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. §420.9071(2), Fla. Stat. (2006) defines affordable to mean “... that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of median annual gross income for the households as indicated in subsection (19) [low-income household: 51-80% of area median income (AMFI)]; subsection (20) [moderate income household: 81-120% AMFI]; or subsection (28) [very low-income household: 0-50% AMFI]”.

Synopsis of Meetings

On November 19, 2025, the AHAC Committee met to review and discuss the current eleven (11) incentives. It was discussed to continue the three-year plan to focus on 4 of the 11 incentives. The following incentives were approved to present to the Ocala City Council:

- Expedited Process of Development Approvals
- Accessory Dwelling Units
- Flexible Lot Considerations
- Ongoing Regulatory Review Process
- Surplus Lands Inventory

2025 Committee Recommendations

Incentive Strategy (a) Expedited process of development approvals
--

Florida Statutes 420.9076(4)(a) (2006) “The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in Florida Statutes, Sec. 163.3177(6)(f)3.”

Existing Strategy:

The City shall engage in an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption. As part of the development review process, when code amendments, future land use classification changes, zoning changes, and site plans are reviewed by city staff, the proposal is evaluated for potential impacts on housing affordability.

2025 Recommendations:

- Develop a Permitting Flow Chart to assist in educating contractors of the permitting process.
- Develop a pre-application permit review process with a single point of contact.
- Make quarterly affordable housing presentations at the Marion County Building Industry Association meetings.
- Work with the Building Department to revise current permitting applications to reflect an affordable housing type.
- Permitting expedited with a goal of approval within 25 business days.
- Have current developers present at AHAC meetings to discuss success and concerns with the permitting process.

Incentive Strategy (b) Impact fee modifications, waivers, or reimbursements
--

Florida Statutes 420.9076(4)(b) (2006) “The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.”

Existing Strategy:

The City uses its Affordable Housing Fund as a tool to incentivize the development of affordable housing units. Funding may be used to mitigate the impact fees associated with developing affordable housing units. In the past grant year, the City expanded the fund uses and increased the maximum award amounts to assist in offsetting rising permit fees.

2025 Recommendations:

- None currently

Incentive Strategy (c) Flexibility in density
--

Florida Statutes, 420.9076(4)(c) (2006) “The allowance of flexibility in densities for affordable housing.”

Existing Strategy:

The City uses density bonuses to help facilitate the further development of affordable housing.

2025 Recommendations:

- None currently.

Incentive Strategy (d) Reservation of infrastructure capacity
--

Florida Statutes, Sec. 420.9076 (4) (d) “The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.”

Existing Strategy:

The City shall improve the efficiency, affordability, availability, and supply of safe and sanitary housing within the City of Ocala, placing emphasis on the needs of very low-, low-, and moderate-income families and those of the elderly by seeking, applying for, and administering grant funds. The City has applied for the HUD Pro Housing Grant, that is currently under review.

2025 Recommendations:

- None currently

Incentive Strategy (e) Accessory dwelling units
--

Florida Statutes 420.9076(4)(e) “The allowance of affordable accessory residential units in residential zoning districts.”

Existing Strategy:

To meet the objective of providing dwelling units of varying types, sizes and costs throughout the city, the City shall permit, where appropriate, infill development of various housing types such as but not limited to apartments over garages, mother-in-law apartments, multi-generational housing, live-work units, and residential units above commercial activity.

2025 Recommendations:

- Direct staff to look at Accessory Dwelling Units (ADUs) as a way of furthering affordable housing.

Incentive Strategy (f) Reduction of parking and setback requirements

Florida Statutes 420.9076(4)(f) “Reduction of parking and setback requirements for affordable housing.”

Existing Strategy:

The City shall continue to develop strategies to improve the housing review process. Such actions will include reviewing existing ordinances, codes, and regulations and eliminating unreasonable requirements in the permitting process or adding requirements in order to increase private and non-profit involvement, while continuing to ensure the health, welfare and safety of the City's population.

2025 Recommendations:

- None currently

Incentive Strategy (g) Flexible lot considerations

Florida Statutes 420.9076(4)(g) (2006) “The allowance of flexible lot configurations, including zero-lot line configurations for affordable housing.”

Existing Strategy:

The City shall review lot size and land use requirements to encourage mixed-use use development that meets the needs and character of the individual neighborhoods.

2025 Recommendations:

- Allow home size flexibility on smaller lots in Residential zones by using alternate development standards for affordable/workforce housing, where water and sewer infrastructure are available to allow for smaller homes.
- On a case-by-case basis, allow zero lot line exemptions.
- Produce a specific affordable housing zoning code.
- Allow quadraplexes to have duplex setback requirements.
- Make modifications to lots of record definition to the current zoning code to allow building on a lot without the requirement of having a prior structure on it.

Incentive Strategy (h) Modification of street requirements

Florida Statutes 420.9076(4)(h) “The modification of street requirements for affordable housing.

Existing Strategy:

There is no current strategy for the modification of street requirements for affordable housing.

2025 Recommendations:

No recommendation currently.

Incentive Strategy (i) Ongoing regulatory review process

Florida Statutes 420.9076(4)(i) (2006) “The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plans, provisions that increase the cost of housing.”

Existing Strategy:

The City shall engage in an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption. As part of the development review process, when code amendments, future land use classification changes, zoning changes, and site plans are reviewed by city staff, the proposal is evaluated for potential impacts on housing affordability. The city uses objectives and policies in the comprehensive plan as well as density bonuses, local housing incentive funds, and state or federal grants to help facilitate development that provides additional affordable housing for our community. Code amendments are evaluated for consistency with the future land use element and housing element of the comprehensive plan, both of which include objectives and policies that facilitate affordability in our housing market.

2025 Recommendations:

- Meet regularly to review policies, procedures, ordinances, regulations, and plan provisions that increase the cost of housing. Continue conversations with community partners to stay updated on the current housing market needs.
- Review above existing strategies for possible revisions, as applicable.

Incentive Strategy (j) Surplus lands inventory

Florida Statutes 420.9076(4)(j) (2006) “Prepare a printed inventory of locally owned public lands suitable for affordable housing. Determine a method for selling or donating this land for affordable housing development.”

Existing Strategy:

The City established an initial surplus land inventory of 61 lots. These lots are designated to be used in an infill development program that will produce single and some multi-family affordable housing units. The lots are distributed through Request for Proposals (RFPs) from for profit and not-for-profit affordable housing developers at the assessed value, and via City Council approved donations to not-for-profit affordable housing developers.

2025 Recommendations:

- Continue utilizing Surplus Property for the purpose of producing affordable housing units
- Review existing strategies on determination of surplus property for affordable housing.

- Update the surplus land inventory annually.

Incentive Strategy (k) Transportation hubs and transit-oriented development
--

Florida Statutes 420.9076(4)(k) (2006) “The support of development near transportation hubs and major employment centers and mixed-use.”

Existing Strategy:

There is currently no incentive strategy to address transportation hubs and transit-oriented development.

2025 Recommendations:

- None currently



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0162

Agenda Item #: 10a.

Submitted By: Laurie Hornberger

Presentation By: Sean Lanier

Department: Water & Sewer

FORMAL TITLE:

Purchase of three TITUS Twister Mixing Aerators with Ozone Enhancement from The Wass Company LLC., with an estimated cost not to exceed \$161,479

OCALA'S RELEVANT STRATEGIC GOALS:

Fiscally Sustainable, Operational Excellence

PROOF OF PUBLICATION:

N/A

BACKGROUND:

The Water Resources Department (Department) currently operates and maintains over 145 lift stations for the City of Ocala (City). Due to the City's varied topography, achieving a fully gravity-based collection system is not feasible. As a result, the lift stations are strategically placed to transport wastewater from the collection system to the treatment facilities. Some of these are designated as master stations, receiving flow from multiple upstream stations. This configuration can lead to odor issues, which often prompt complaints from residents. To address these concerns, the Department employs a range of mitigation strategies, including chemical dosing programs, permanent odor scrubbers, mulch beds, and other available technologies.

In April 2025, the Department received approval to conduct a 30-day trial of a mixing aerator with ozone technology at two of our most critical pump stations. The TITUS Twister Mixing Aerator with Ozone Enhancement offers a chemical-free, safe, and highly effective solution for addressing severe odor issues in wastewater infrastructure.

This system is engineered to deliver ozone directly into the wastewater, targeting hydrogen sulfide gases, bacteria, pathogens, and odors at their source. In addition to odor control, the TITUS Twister enhances mixing, increases dissolved oxygen levels, and mechanically breaks down fats, oils, and grease (FOG), making them more bioavailable. The result is a healthier wastewater environment with measurable reductions or even elimination of odors, corrosion, and FOG accumulation.

FINDINGS AND CONCLUSIONS:

The trial resulted in an immediate reduction in odors, decreased matting in the wet well due to improved

mixing dynamics (leading to fewer vacuum truck cleanings), and a noticeable decline in FOG accumulation. Based on these successful outcomes, the Department proceeded with the purchase of our first unit for Lift Station 072 on July 31, 2025. Strategic installations in key areas, such as this, will help reduce our dependency on chemical treatments within the collection system, thereby minimizing odor complaints.

Staff wishes to expand the pilot program by permanently installing aerators at two additional lift stations and utilizing a mobile unit on a case-by-case basis at other lift stations. Staff recommends approval of the purchase of three TITUS Twister Mixing Aerator with Ozone Enhancement from The Wass Company LLC. One aerator will be installed at Lift Station 032, another at Lift Station 046, and a mobile unit will be used as needed at various other stations.

The Wass Company Quote # 25173REV	\$54,190.00
The Wass Company Quote # 25174REV	\$54,190.00
The Wass Company Quote # 25179REV	\$53,099.00
Total	\$161,479.00

FISCAL IMPACT:

As part of the Lift Station Improvement Program, funding for these purchases will be allocated from account No. 308-030-483-535-53-46010.

PROCUREMENT REVIEW:

The procurement of these goods and services was conducted in compliance with the City's Procurement Policy.

LEGAL REVIEW:

N/A. The City's Standard Purchase Order Terms & Conditions will govern this purchase.

ALTERNATIVE:

- Approve
- Approve with Changes
- Table
- Deny

472 Vine Creek Drive
 Acworth, GA 30101
 Phone: 770-917-6090 Fax: 770-917-6090

Date: 10/09/2025
Quotation #: 25173REV
Quotation Valid Until: 12/31/2025
Prepared By: Brian Richard

Customer:
 Luis Acosta
 City of Ocala
 1220 NW Fourth Ave.
 Ocala, FL 34475
 Phone: 352-572-0421 Email: lacosta@ocalafl.gov

Project: LS046

Qty	Description	Amount
1	Item #: TT40 6.2HP 3PH SS 36 TITUS® TWISTER® Mixing Aerator Ozone Enhanced, 12"Ø x 36" high Head, 6.2hp Blower (3-phase), Stainless Steel Enclosure, Control Panel, Disconnects, Ozone Generator complete with Primary Module (adjustable up to 20gph) and Secondary Module (as back up or to provide additional 20gph). Required Stainless Steel pipe from enclosure to head NOT included. To be provided by others. (See operating parameters for req'd pipe size.) Made in the USA. Please allow 2 to 4 weeks lead time.	\$53,360.00
1	Item - Freight Expense **Additional Charges Will Accrue** for Residential or Construction Site Delivery, Limited Access, Lift Gate Service or Call Prior To Delivery is Required. Actual Freight to be Determined at Time of Shipment.	\$830.00

The WASS Company LLC quotations require WASS interpretation of the materials required by the plans or specifications provided by Buyer or Buyer's representatives. Stenographical and clerical errors in quotations are subject to correction. All items quoted will be produced in strict accordance to any Government Regulation in effect including Fair Labor-Standards Act, OSHA, and Equal Employment Opportunity.

1. Customer responsible for any and all installation.
2. Lead times are approximate and not guarantees for shipment dates.
3. **Freight is additional.**

If you have any questions concerning this quotation, contact Brian Richard, 803-600-3323, b.richard@thewassco.com

THANK YOU FOR YOUR BUSINESS!

472 Vine Creek Drive
 Acworth, GA 30101
 Phone: 770-917-6090 Fax: 770-917-6090

Date: 10/09/2025
Quotation # 25174REV
Quotation Valid Until: 12/31/2025
Prepared By: Brian Richard

Customer:
 Luis Acosta
 City of Ocala
 1220 NW Fourth Ave.
 Ocala, FL 34475
 Phone: 352-572-0421 Email: lacosta@ocalafl.gov

Project: LS032

Qty	Description	Amount
1	Item #: TT40 6.2HP 3PH SS 36 TITUS® TWISTER® Mixing Aerator Ozone Enhanced, 12"Ø x 48" high Head, 6.2hp Blower (3-phase), Stainless Steel Enclosure, Control Panel, Disconnects, Ozone Generator complete with Primary Module (adjustable up to 20gph) and Secondary Module (as back up or to provide additional 20gph). Required Stainless Steel pipe from enclosure to head NOT included. To be provided by others. (See operating parameters for req'd pipe size.) Made in the USA. Please allow 2 to 4 weeks lead time. Factory recommends lowering pump-on water level to 8'0" to protect the blower	\$53,360.00
1	Item - Freight Expense **Additional Charges Will Accrue** for Residential or Construction Site Delivery, Limited Access, Lift Gate Service or Call Prior To Delivery is Required. Actual Freight to be Determined at Time of Shipment.	\$830.00
The WASS Company LLC quotations require WASS interpretation of the materials required by the plans or specifications provided by Buyer or Buyer's representatives. Stenographical and clerical errors in quotations are subject to correction. All items quoted will be produced in strict accordance to any Government Regulation in effect including Fair Labor-Standards Act, OSHA, and Equal Employment Opportunity. 1. Customer responsible for any and all installation. 2. Lead times are approximate and not guarantees for shipment dates. 3. Freight is additional.		

If you have any questions concerning this quotation, contact Brian Richard, 803-600-3323, b.richard@thewassco.com
THANK YOU FOR YOUR BUSINESS!

472 Vine Creek Drive
 Acworth, GA 30101
 Phone: 770-917-6090 Fax: 770-917-6090

Date: 10/14/2025
Quotation #: 25179 REV
Quotation Valid Until: 12/31/2025
Prepared By: Brian Richard

Customer:
 Luis Acosta
 City of Ocala
 1220 NW Fourth Ave.
 Ocala, FL 34475
 Phone: 352-572-0421 Email: lacosta@ocalafl.gov

Project: Mobile Unit Option 2

Qty	Description	Amount
1	Item #: TT30 6.2HP 3PH SS TITUS® TWISTER® Mixing Aerator Made in the USA with (primary) three position adjustable corona discharge ozone, generating 3G,6G,10G. Secondary (non adjustable) ozone producing 20G. Pre-Wired 6.2 HP Regenerative Blower. Twister mixing aerator head: 12" x 36" tall with EPDM Membrane Diffusor. Includes: All internal 316 SS piping Ballast 316 SS Stainless Steel Cam-Lock Male Fitting HDPE Fixed Shear Angles. Blower Enclosure: Stainless Steel, Heavy Duty, Lockable, Lined with Dynamat Dynaliner (Sound deadening material) Temperature and Climate Controlled Heavy Duty Slide out washable air Filter. **Operating Level of 3' to 10' **	\$52,269.00
1	Item - Freight Expense **Additional Charges Will Accrue** for Residential or Construction Site Delivery, Limited Access, Lift Gate Service or Call Prior To Delivery is Required. Actual Freight to be Determined at Time of Shipment.	\$830.00

The WASS Company LLC quotations require WASS interpretation of the materials required by the plans or specifications provided by Buyer or Buyer's representatives. Stenographical and clerical errors in quotations are subject to correction. All items quoted will be produced in strict accordance to any Government Regulation in effect including Fair Labor-Standards Act, OSHA, and Equal Employment Opportunity.

1. Customer responsible for any and all installation.
2. Lead times are approximate and not guarantees for shipment dates.
3. **Freight is additional.**

If you have any questions concerning this quotation, contact Brian Richard, 803-600-3323, b.richard@thewassco.com

THANK YOU FOR YOUR BUSINESS!



CITY OF OCALA

Purchase Order

Fiscal Year 2025

Page: 1 of: 1

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WATER RESOURCES- Billing
1805 NE 30th Avenue; Bldg 600
Ocala, FL 34470
Email: iacosta@ocalafl.gov
Phone: 352-351-6652
Fax: 352-351-6718

V
E
N
D
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R

THE WASS COMPANY LLC
4720 VINE CREEK DRIVE
ACWORTH, GA 30101
Email: DONNA.RALEY@THEWASSCO.COM

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **250662 - 01**

Delivery must be made within doors of specified destination.

S
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WATER RECLAMATION FACILITY #1
1220 NW 4th Avenue
Ocala, FL 34475
Email: lhornberger@ocalafl.gov
Phone: 352-629-8355
Fax: 352-401-3961

Vendor Phone Number		Vendor Fax		Vendor Contact		Vendor Email	
770-917-6090				DONNA RALEY		DONNA.RALEY@THEWASSCO.COM	
Date Ordered	Vendor Number	Date Required	Contract #			City Department/Location	
07/31/2025	8573	07/31/2025	250653			WATER RESOURCES	
City Project Manager Phone				City Project Manager			
352-572-0421				Luis Acosta			
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
1	Item #: TT20 3HP 3PH SS 36 TITUS® TWISTER® Mixing Aerator City Project Manager: iacosta@ocalafl.gov Ozone Enhanced, 12"Ø x 60" high Head, 3hp Blower (3-phase), Stainless Steel Enclosure, Control Panel, Disconnects, Ozone Generator complete with Primary Module (Adjustable up to 10gph) and Secondary Module (as back up or to provide additional 10gph). Required Stainless Steel pipe from enclosure to head NOT included. To be provided by others. (see operating parameters for req'd pipe size)			1.0	EACH	\$42500.0000	\$42,500.00
2	ADDED: Freight Freight: \$830.00			1.0	EACH	\$0.0000	\$0.00
***** GL SUMMARY *****							
308-030-483-535-53-46010				\$43,330.00			

By: Daphne M. Reinson
Contracting Officer

Total Ext. Price	\$42,500.00
Total Freight	\$830.00
Total Discount	\$0.00
Total Credit	\$0.00
PO Total	\$43,330.00

VENDOR COPY

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CITY OF OCALA- GENERAL TERMS AND CONDITIONS OF PURCHASE

CHANGES. No modifications of this order shall be binding upon the City unless approved in writing by an authorized representative of the City's Procurement Department, or authorized in writing by the designated City Project/Contract Manager.

SHIPPING TERMS. Unless otherwise specified, all shipments shall be F.O.B. Destination, Freight Prepaid. Orders must be delivered to the "ship to" address as stated on the purchase order. The City will not be responsible for any lost shipments caused by improper shipment.

PAYMENT TERMS. By accepting this order, the Seller agrees that payment terms shall be as set forth in accordance with Florida's Prompt Payment Act.

QUANTITIES. Quantities specified in the order cannot be changed without prior written approval of the City. Goods shipped in excess of the quantity designated may be returned at the Seller's expense. If no packing list accompanies the shipment, the City's count will be accepted.

TAXES. The City is exempt from Federal and State taxes, both excise, sales and use taxes, and any other like taxes. The City's Florida sales tax exemption # is: 85-8012621655C-9.

CONTRACT RESULTING FROM A BID. If this purchase order is a result of a competitive bid award, all conditions, provisions, and specifications of the solicitation shall become a part of and are incorporated in this order.

LEGAL VENUE. The legal venue for any civil action or legal proceeding arising out of this order shall be the state or federal courts of Marion County, Florida.

FORCE MAJEURE. Seller will not be held responsible for delays in delivery due to Acts of God, fire, extreme weather, strikes, accidents, war, and common carrier transportation delays provided the Seller notifies the City's Contracting Officer immediately in writing of the pending delay. In the event of documented delays, the date of delivery will be extended for a period equal to the time lost due to force majeure.

INSPECTION. All materials and good will be received "subject to inspection and acceptance." Materials or goods found defective or not in accordance with City's instructions, specifications, drawings, or other data, will remain the property of the Seller. The City will cancel the purchase order and the materials or goods will be returned at the Seller's expense. The receipt of, or payment for materials and goods shall not be deemed as an acceptance thereof.

DEFAULT. In the event of default by the Seller, the City may procure the articles or services covered by this purchase order from other sources. The following shall constitute a default: 1) Failure to make complete deliveries within the promised time. 2) Unauthorized substitution, or delivery of goods deemed by the City to be inferior. 3) Inability of the Seller to fulfill the terms and conditions of this Order.

TERMINATION. A) This Purchase Order may be canceled by the City's Contracting Officer in whole or in part at any time the interest of the City requires such termination. B) If the City determines the performance of the Seller is not satisfactory, the City shall have the right to immediately terminate the Purchase Order. C) If the City requires termination of the Purchase Order for reasons other than unsatisfactory performance, the City shall notify the Seller of such termination, and the Seller will be paid only for that work satisfactorily performed for which costs can be substantiated. All work in progress shall become the property of the City, and shall be turned over promptly by the Seller.

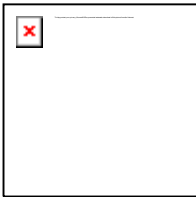
INDEMNIFICATION AND INSURANCE. Seller agrees to indemnify, save, and hold harmless the City, its employees, elected officials, and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any negligent act or omission by the Seller, or its employees, agents, subcontractors, or assignees arising out of the services or goods provided under this Purchase Order. Seller agrees to maintain insurance in accordance with the City's insurance standards established by the Risk Department. All insurance certificates and endorsements listing the City of Ocala as additional insured must be mailed to the Procurement & Contracting Office, 110 SE Watula Ave, 3rd FL, Ocala, FL 34471.

From: City of Ocala - Contracting Officer <noreply@jotform.com>
Sent: Tuesday, April 15, 2025 4:30 PM
To: Luis Acosta; Michelle Brooker; Patricia Lewis; Shayatta J. Roberts; Daphne Robinson; Laitishia Crutchfield
Subject: Your policy exception has been approved.

Your policy exception has been **approved**.

Approval Comments: drobinson@ocalafl.org

WRS is approved to demo/trial the Titus Twister offered by The Wass Co. for the 30 day trial period. Per the information provided, The documentation provided indicates that at the end of the trial, the device cost will be \$49,000 plus shipping. Procurement staff assisted WRS staff in attempting to secure competitive pricing from two comparative vendors, namely: (1) BAR Environmental's Little John Digester (\$53,890); and (2) Maryland Biochemical Co.'s Mixing Aerator (no bid). Pricing for the Titus Twister appears to be competitive. Please ensure that the Demonstration Agreement is circulated for signatures by the City Attorney's Office and Assistant City Manager, Ken Whitehead. Please also ensure Risk Management is aware that we will be in possession of the unit for 30 days. Thank you



Procurement/Contract/P-Card Exception

Select exception type:

Procurement

Reason for procurement exception:

Urgent Operational Need

The TITUS Twister Mixing Aerator with Ozone Enhancement is a Chemical Free, safe, and effective solution for extreme odor issues in wastewater structures. The TITUS Twister Mixing Aerator is designed as the delivery vehicle of ozone directly into the body of wastewater, attacking H₂S gases, bacteria, pathogens, and odors at their source. In addition, the TITUS Twister provides robust mixing, increased dissolved oxygen levels, and the mechanical breakdown of fats, oils and greases, making them more bio-available. The result is a healthier wastewater structure, with measurable reduction (or elimination of) odors, FOG and corrosion.

We have the opportunity to do a free demonstration of the above equipment at our pump station # 46. We currently have an old process in place to mitigate odor problems that is outdated and requires a lot of maintenance, also, high application costs of chemicals due to the large flow volume at the station.

**Enter a brief
description of your
exception request:**

1-13-2025 - Additional documents attached per request.

2-14-2025 - I have requested more information from vendor regarding others system similar to the Titus Mixer and it is attached to this request. In addition, I will request more information, pricing, and demonstration opportunity if offered of the Little John Digester unit that is the closer application to the Titus Mixer unit. All others don't have the ozone capability to mitigate H₂S in our systems. In addition, I'm reaching out to JEA to inquire about the recent Titus Twister's acceptance as an approved odor control product manufacturer.

3-11-2025 - Attached find quote for Titus Twister Unit. Our goal is to try this process for 30 days, gather all necessary information and compare with other similar units. Remember that this is a demo unit and is the most powerful that they make and therefore the costliest. When we make our final decision, the application may require a smaller unit. i.e. 3hp. It all depends on the size of the wet well, water levels and issues like odor and FOG.

4-1-2025: Attached find requested quote along with response letter from Maryland Biochemical.

Attach all documents related to the exception that can assist the Contracting Officer's decision.

[Estimate MYJ0327251 from BAR Environmental Supply Inc Little John with Ozone 3-31-2025.pdf](#)
[FW Follow-Up on Quotation Request Maryland Biochemical Quote.pdf](#)
[25160 - Ocala Titus Twister Quote 3-11-2025.pdf](#)
[FW Titus Twister Approval JEA 2-14-2025.pdf](#)
[Twister Sole Source Letter Wass 2-14-2025.pdf](#)
[RE Titus Mixer Demo @ Ocala 2-14-2025.pdf](#)
[Twister Comparison Sheet 2-14-2025.pdf](#)
[2025 Parameters Titus Mixer.pdf](#)
[Ocala Trial form Titus Twister 1-13-2025.pdf](#)
[RE Titus Mixer Demo Response Letter 1-13-2025.pdf](#)
[Twister \(TT20\) Demonstration Procedure \(Oct 2022\).pdf](#)
[Application Parameters.pdf](#)

Department

(WRS) WATER RESOURCES

Requestor Name

Luis Acosta

Requestor Email

lacosta@ocalafl.gov

Phone number

(352) 572-0421

**Courtesy Copy Email
1**

sbailey@ocalafl.gov

**Courtesy Copy Email
2**

sferrante@ocalafl.gov

**Who authorized
requesting this
exception?**

Luis Acosta



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0201

Agenda Item #: 10b.

Submitted By: Jimmy Lopez

Presentation By: Sean Lanier

Department: Engineering

FORMAL TITLE:

Change order and additional expenditures under the contract with All Webbs Enterprises, Inc., for the construction of two Upper Floridan Aquifer Wells at Water Treatment Plant No. 2 in the amount of \$382,225 plus a contingency of \$50,000 for a total expenditure of \$432,225

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence

PROOF OF PUBLICATION:

N/A

BACKGROUND:

On April 1, 2025, the City Council approved the award of the contract to All Webbs Enterprises, Inc. (AWE), for the construction of two 24-inch diameter Upper Floridan Aquifer Wells in the amount of \$1,367,700. Well No. 11 and Well No. 12 are located at Water Treatment Plant No. 2 (WTP #2). WTP # 2 is located at 3744 South Pine Avenue.

On September 3, 2025, the City Council authorized a change order to AWE's contract in the amount of \$176,736 for the installation of a 30-inch-diameter casing at Well sites No. 11 and No. 12, extending to approximately 90 feet below land surface (bls). The primary objective of this modification was to isolate a subsurface void that had been causing circulation loss at both locations at approximately 70 to 83 feet bls.

During drilling at the Well No. 12 site, AWE made several efforts to stabilize unconsolidated material while advancing the drill bit to install the 24-inch diameter final casing string at a depth of between 140 and 145 feet bls. These efforts involved various drilling techniques, including mud, additives, foam drilling, and a 30-inch-diameter liner, in response to the development of multiple sinkholes and ongoing material cave-ins.

Due to the limited distance between the problematic zone and the final casing depth (145 to 175 feet bls), along with a high design flow rate of 3,500 gallons per minute, there is an extreme risk of the finished well "pumping sand", therefore, AWE has recommended relocating Well No. 12 to a different site.

FINDINGS AND CONCLUSIONS:

At the City Engineer's direction, AWE performed a geotechnical investigation on an alternative well location and recommended a revised well design for the geological formations encountered at the new location. This change to drill Well No. 12 at the new location will add approximately 32 calendar days extension to the contract schedule and require an additional \$382,225 in funding to cover the additional work.

Staff recommends approval for the City Engineer to issue a change order to relocate Well No. 12 and to add \$382,225 in funding, plus a contingency of \$50,000, to allow the City Engineer to issue change orders to cover any unforeseen conditions or other conflicts that may arise during construction. This change order will be funded from the Water Resources Construction Fund.

FISCAL IMPACT:

Funding is available in the following account: 308-030-335-533-69-65010.

PROCUREMENT REVIEW:

These change orders are in compliance with the City's Procurement Policy.

LEGAL REVIEW:

The underlying agreement was approved as to form and legality by City Attorney, William Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny



November 26, 2025

Jimmy Lopez
Division Head Capitol Projects/Real Estate
City of Ocala; Engineers Office, CIP Division

RE: City of Ocala WTP No.2 Well 12 Well Relocation

All Webb's Enterprises, Inc. (AWE) is sending this cost proposal for the Well Relocation of Well No.12, UFA Production Well at WTP No.2. AWE has made multiple attempts at stabilizing the unconsolidated material at the Well No. 12 (Originally No.11) location and advancement of the drill bit to set the 24-inch diameter Final Casing string. In these events, AWE has used a multitude of drilling practices including mud, additives, foam drilling, and a 30-inch diameter liner to stabilize this location with multiple sinkholes developed and continual cave in of material at 140 feet to 145 feet below land surface (bls).

Based on these results and the limited separation between the zone of issue and final casing depth (145 feet to 175 feet bls) coupled with a high design flow rate , 3,500 gallons per minute (gpm), AWE recommends moving Well No.12 to an alternative location with a Geotechnical Investigation and an alternative well design. AWE recommends these items:

- Subcontract a qualified Geotechnical firm to drill at minimum one test SPT boring. Additional borings may be needed depending on the results. This would include offsets to “chase” out any anomalies. It is anticipated to drill/sample to 150 feet bls where we currently are having infill. The attached proposal has two borings as a basis of cost.
 - The Geotechnical Firm has completed one boring to 150 feet bls with successive results on November 13th, 2025.
- Plug and Abandon (P&A) the existing Well No.12 (formerly Well No.11) location. Theoretically this will take 21yds³ of Neat cement. This includes a thirty percent buffer for expected loss of returns until tied into the 30-inch Diameter Pit Casing at 80 feet bls.
- 36-inch Diameter Pit Casing to competent material. This is based on SPT borings and in the field results with Auger contractor. It is anticipated to be between 67 and 80 feet bls. The 36-inch Diameter Casing will allow sufficient annular space in the event a liner or surface casing is needed to stabilize the unconsolidated material. This theoretical casing will be 30-inch Diameter.
 - After further conversations with the Auger Subcontractor for pit casing installation, an additional 48-inch diameter temporary sump casing will be installed to approximately 30 feet bls, a hard chert strata, to help advance the 36-inch pit casing to competent limestone. The contractor will utilize a combination of vibratory hammer and

conventional Kelly Bar Auger Rig to ensure the pit casing can be installed to the proper depth.

- If the borehole can hold open below the temporary 48-inch sump casing, grouting will be from total depth to surface. If not, the vibratory hammer will set the casing as deep as possible into competent material. The annulus between the 36-inch Pit and 48-inch Sump will be cemented to surface. This course of action will be heavily dependent on field results.
- Ream nominal 36-inch Diameter borehole to either a set depth based on field results to set a 30-inch diameter Surface Casing or to the 24-inch diameter Final Casing depth at 175 feet bls.
- *The 24-inch Diameter casing install, grout, pump test, logging, and disinfection units will carry over from the original contract with the same units of installation and cost.*
- *If a 30-inch diameter Surface casing is needed based on drilling results after pit casing installation, the same unit values from change order No.2, attached, will be honored. AWE will honor the same drilling footage price for both the reaming of the 30-inch and 24-inch diameter casings.*
- *A contingency line item for extra grout based on the previous quantities used on the 30-inch diameter intermediate and 24-inch diameter final casing. This will be used on an "as-needed" basis.*

The associated cost for this Well Relocation Investigation and Drilling is outlined below:

ITEM NO.	DESCRIPTION OF WORK	QTY	Unit	Unit Price	Contract Value Adjustment	Contract Time Adjustment (Days)
Alternates						
5.01	Geotechnical Investigation	1	LS	0		5
5.02	P&A Existing Well No.12	21	yds3	0		3
5.03	Mobilize to New Location	1	LS	\$25,000.00	\$25,000.00	5
5.04	42" Borehole for Pit Casing	80	LF	\$900.00	\$72,000.00	2
5.05	36" Pit Casing Installation	80	LF	\$850.00	\$68,000.00	1
5.06	Grout 36" Pit Casing	13	yds3	\$1,825.00	\$23,725.00	3
5.07	Ream Nominal 36" Hole to 175 feet bls.	95	LF	\$500.00	\$47,500.00	4
5.08	Additional Grout Contingency based on Previous Well	80	yds3	\$1,825.00	\$146,000.00	NA
Total:					\$382,225.00	32 Calendar (23 working)

AWE is requesting a total of **\$382,225.00** to complete this work. Additionally, AWE is requesting **32 Calendar Days** to drill the new Well No.12 up to the same event item where we have currently paused at. Additionally, we would request additional days from the pause in drilling on October 2, 2025 to board approval date to move forward (December 18th, 2025); **77 Calendar Days** giving a grand total of **109 Calendar Days**.

Thank you,

A handwritten signature in black ink, appearing to read 'Kyle Taylor', with a stylized, cursive script.

Kyle Taylor
Project Manager



TO: All Webbs Enterprises, Inc.
309 Commerce Way
Jupiter, Florida 33458
Mr. Kyle Taylor

November 18, 2025
Project No. 11161

SUBJECT: Geotechnical Engineering Services
Subsurface Soil and Limestone Study
City of Ocala Water Treatment Plant No. 2 Well Relocation
3744 S. Pine Avenue, Ocala, Marion County, Florida

In general accordance with our authorized proposal to you dated 10/9/2025, Mortensen Engineering, Inc. (MEI) has completed the requested geotechnical testing and evaluation services related to the planned installation of a groundwater supply well. Specifically, our work herein is related to evaluating the subsurface soil and limestone conditions at the No. 2 well relocation area. The following summary report presents the results of our study and includes our evaluation of the subsurface soil and limestone conditions encountered at the No. 2 well relocation area.

If you have any questions about this report, please contact us. Thank you for this opportunity to be of service to you.

Sincerely,

MORTENSEN ENGINEERING INC
Florida Certificate of Authorization No. 5678

A handwritten signature in blue ink, appearing to read 'Cary M. Richardson', is positioned above the printed name and title of the Geotechnical Division Manager.

Cary M. Richardson, P.G.
Geotechnical Division Manager
P.G. License No. PG2908

Michael T. Gagne, P.E.
President
P.E. License No. 63006

This item has been electronically signed and sealed by Michael T. Gagne, P.E. on the date shown, using a Digital Signature. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

Mainfile/402/11161.rep.docx
Attachments: Plates 1 and 2

6408 West Linebaugh Avenue, Suite 111
Tampa, Florida 33625 (813) 908-5555
mei@meitampa.com www.meitampa.com

Geotechnical · Construction Materials Testing · Structural Inspections

Project Description

Based on the information provided to date, we understand the project will involve installation of water supply well for the City of Ocala. Below are project specific parameters based on the information provided.

Project	City of Ocala Water Supply Well Installation 3744 S. Pine Avenue, Ocala, Marion County, Florida No. 2 Well Relocation
Water Supply Well	24-inch diameter and 250-feet depth (+/-) Steel well casing – grouted in-place

Objective of Geotechnical Testing

The geotechnical testing herein permitted MEI to make decisions regarding subsurface soil and limestone conditions at the No. 2 well relocation area. We performed geotechnical testing to:

1. Determine and evaluate the presence, depth range and relative densities of the sandy soil materials, at the test boring location.
2. Determine and evaluate the presence, depth range and consistency of the clayey/silty soil materials, at the test boring location.
3. Determine and evaluate the presence, depth range and consistency of the upper limestone formation, at the test boring location.
4. Check for evidence of the subsurface overburden soil raveling/erosion related to sinkhole activity/limestone solutioning processes, at the test boring location.

Scope of Geotechnical Services

Considering the site plan provided, we provided the following geotechnical engineering services:

1. Performed one Standard Penetration Test (SPT) boring, designated B-1, to a depth of 150 feet (+/-), at the proposed No. 2 well relocation area.
2. Performed a program of laboratory testing on selected soil samples recovered from the test borings.
3. Prepared a geotechnical engineering report, which summarizes the course of the study pursued, the field and laboratory data generated, and the subsurface conditions encountered.

Subsurface Exploration

Our test location was positioned at the survey staked well location and using the site plan and aerials provided. Our test location noted on Plate 1 should be considered approximate. Our SPT boring was conducted per ASTM D1586, using a conventional truck mounted drill rig. In the SPT boring, soil sampling using a 1-3/8-inch I.D. split-barrel sampler was performed on 5-foot intervals to the boring termination depth. The number of successive blows required to drive the sampler into the soil constitutes the test result commonly referred to as the N-value. The N-value has been empirically correlated with various soil properties and is indicative of the relative density of cohesionless soils and the consistency of cohesive soils. Our test location was plugged/backfilled (with grout/bentonite/sand) to the land surface upon completion. Soil samples were classified and logged in the field by a geologist. Representative portions of the recovered samples were collected and transported to our office for laboratory testing and review by the project geotechnical engineer.

Laboratory Testing

Soil and limestone samples from the test location were collected and classified in the laboratory (per the *Unified Soil Classification System (USCS)* - physical testing per ASTM D2488). The results of our laboratory testing are included in the drafted soil profile on Plate 2. A legend describing the different soil material types encountered is included on Plate 2.

Site and Subsurface Soil Characterization

The site plan over a recent aerial with our test location is included on Plate 1. The results of our subsurface exploration program, including the stratification profile and some pertinent exploration information are graphically presented on Plate 2. The project geotechnical engineer and/or project geologist based soil stratification on review of recovered soil samples, interpretation of field boring logs, and results of laboratory testing. The stratification lines represent the approximate boundaries between different soil and limestone material types. The actual transition may be gradual. Minor variations not considered important to our engineering evaluations may have been abbreviated or omitted for clarity. Considering the results of our testing, the following subsurface conditions are noteworthy.

Subsurface Soil and Limestone Conditions

1. Fine sands to slightly silty sands (Stratum 3) were encountered to a depth of 3.5 feet (+/-).
2. Sandy clay to clay materials (Stratum 7), firm to stiff in consistency with sand seams (A) were encountered below the upper sandy soils and extended to a depth of 9.5 feet (+/-).
3. Limestone materials (Stratum 8), very soft in consistency with periodic clayey sand seams (C – 12 to 15 feet deep +/-) were encountered to a depth 28.5 feet (+/-).
4. A seam/zone of chert with very hard drilling conditions (VH) was encountered from 30 to 32.5 feet deep (+/-).
5. Limestone materials (Stratum 8), very soft to soft in consistency and drilling conditions (S) with periodic clayey sand seams (C – 42 to 45 feet deep +/-) were encountered to a depth 50 feet (+/-).
6. Sandy clay to clay materials (Stratum 7), very soft to soft in consistency with sand seams (A), limestone fragment/seams (D) and zones of weight or rod (WR) and weight of hammer (WH), were encountered to a depth of 66.5 feet (+/-).
7. Limestone materials (Stratum 8), typically medium to hard in consistency with periodic seams/zones of soft drilling conditions (S) were encountered to our completion depth of 150 feet (+/-).
8. No significant evidence of soil erosion/raveling (sinkhole activity) was noted at our test boring location, to the depth performed. No significant voids within the limestone materials was encountered at our test boring location.

Limitations of Report

The discussions and evaluations submitted in this report are based solely upon the location and type of construction, whatever information was presented or acquired from the site owner (or representative), and the limited subsurface data obtained from the limited amount of test borings (3-inch diameter) performed at the approximate locations (and time) indicated. The discussions and evaluations herein do not reflect any variations or differing subsurface conditions, which may occur or be present (left undetected), between test boring locations, or in areas not currently accessible to testing. Because some (or all) of the study area was previously impacted by various site activities at various times, unusual and significant variations in the subsurface conditions are possible between test boring locations, which could alter the provided discussions and evaluations, and the level or cost of any corrective actions if appropriate.

The test borings attempt to reflect or represent (to the extent possible) the current condition or integrity of the shallow and deeper overburden soil and limestone conditions just at the time of our fieldwork. Future subsurface conditions may or may not be represented by the test boring results herein, as the process of overburden soil erosion/raveling related to limestone solutioning/sinkhole activity could cause minor to significant adverse change in the subsurface conditions not represented by available test boring results. If any subsurface variations (from the data provided in this report or prior reports) become evident during subsequent geotechnical field-testing in the future, a re-evaluation of the discussions and evaluations contained in this report will be necessary.

This report and the work and opinions herein, are exclusively and solely for the use and benefit of the client. No other entities, individuals or companies have the privilege to rely on this work product and opinions provided herein. In no event and under no circumstances shall MEI have any duty or obligation, or liability to any third party. The work, opinions, and report herein were performed/prepared in accordance with generally accepted geotechnical engineering principles and practices, consistent with the community of geotechnical consultants performing similar type work, with the limitations noted herein. MEI used that degree of normal care and skill ordinarily exercised under similar circumstances by members of its profession. No warranties or representations are expressed or implied. All statements made herein by MEI are opinions based solely upon reasonable engineering judgment, using solely the data and information available.

EXISTING GROUND TO MATCH DRIVEWAY ELEVATIONS
& TO ALLOW FOR NATURAL FLOW (AS NECESSARY).
CLEAR AND GRUB FOR ACCESS AND DRILLING AS
NEEDED.

INSTALL WELL PER WELL
CONSTRUCTION DETAIL (WELL NO. 12)
N = 1750268.669
E = 616681.044



1"=50'

0' 50' 100'

LEGEND

Approximate SPT boring location

INSTALL WELL PER WELL
CONSTRUCTION DETAIL (WELL NO. 11)
N = 1749835.487
E = 616938.570

B-1



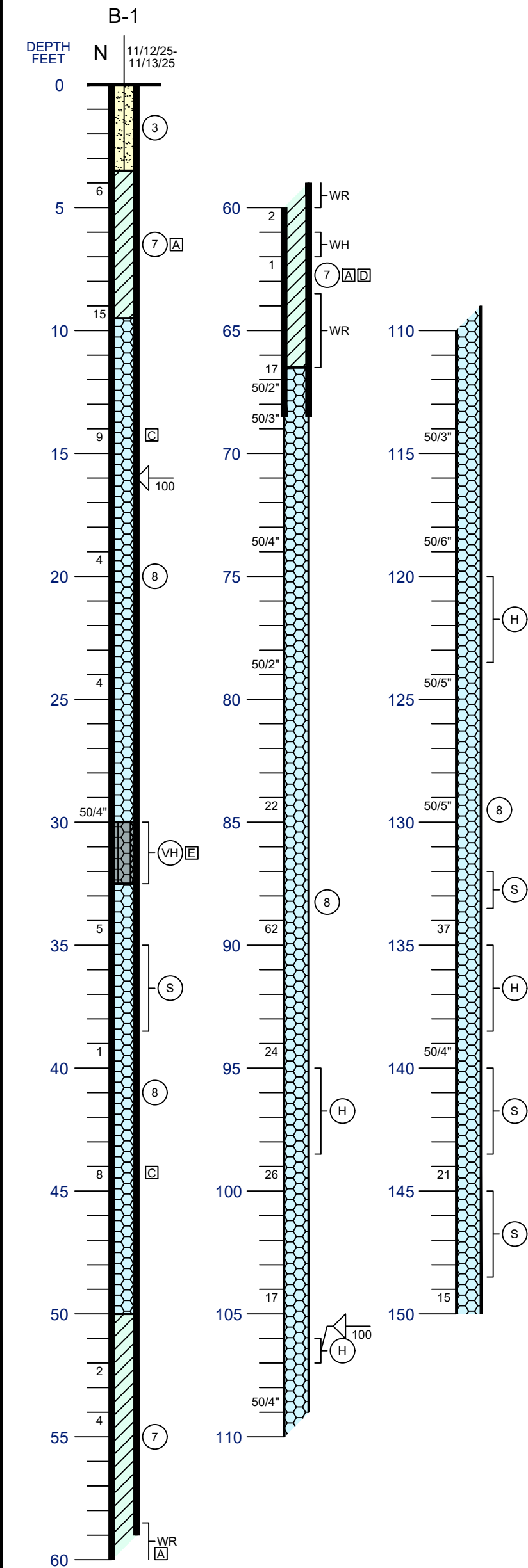
GEOTECHNICAL ENGINEERING SERVICES
CITY OF OCALA WATER TREATMENT PLANT
NO. 2 WELL RELOCATION
MARION COUNTY, FLORIDA

BORING LOCATION PLAN

CREATED BY: DNH
CHECKED BY: PWV

DATE: NOV 2025
PROJECT NO: 11161

PLATE 1



LEGEND

- 3 Brown or gray fine SAND to silty fine SAND (SP/SP-SM/SM)
- 7 Gray or brown to gray-green sandy CLAY to CLAY (CL/CH)
- 8 White or light gray weathered LIMESTONE
- VS Very Soft Drilling Conditions
- S Soft Drilling Conditions
- H Hard Drilling Conditions
- VH Very Hard Drilling Conditions
- A Sand Seams
- C Clayey Sand Seams
- D Limestone Fragments/Seams
- E Chert Fragments/Seams
- SP Unified Soil Classification group symbol as determined by visual review (Per ASTM D-2488)
- N SPT "N" value in blows/foot
- Loss of circulation (%)
- WH Fell under weight of rod & hammer
- WR Fell under weight of rod
- 50/5" Fifty blows for five inches
- 11/12/25 Date of fieldwork
- Temporary Flush-Joint Steel borehole casing

The test boring results hereon are representative of the subsurface conditions only at the noted approximate boring location, only for the noted depth, and only on the date tested. Local variations characteristic of the subsurface materials of the region should be anticipated at different times and may be encountered particularly in areas previously disturbed. The soil profiles and the other field test data hereon are based on the driller's logs and visual review of selected soil samples in the laboratory. The delineations between different soil material types shown hereon should be considered approximate. The generalized soil descriptions hereon represent our interpretation of the subsurface soil conditions at the noted boring locations only on the dates drilled.

The groundwater level data shown hereon alongside the soil boring profiles represent short term (not necessarily stabilized) groundwater levels, measured in the boreholes or in an offset borehole on the date drilled, unless otherwise noted. Fluctuations in the shallow groundwater level from the levels shown hereon will occur and should be anticipated throughout the year; local variations from the levels shown hereon should also be anticipated.



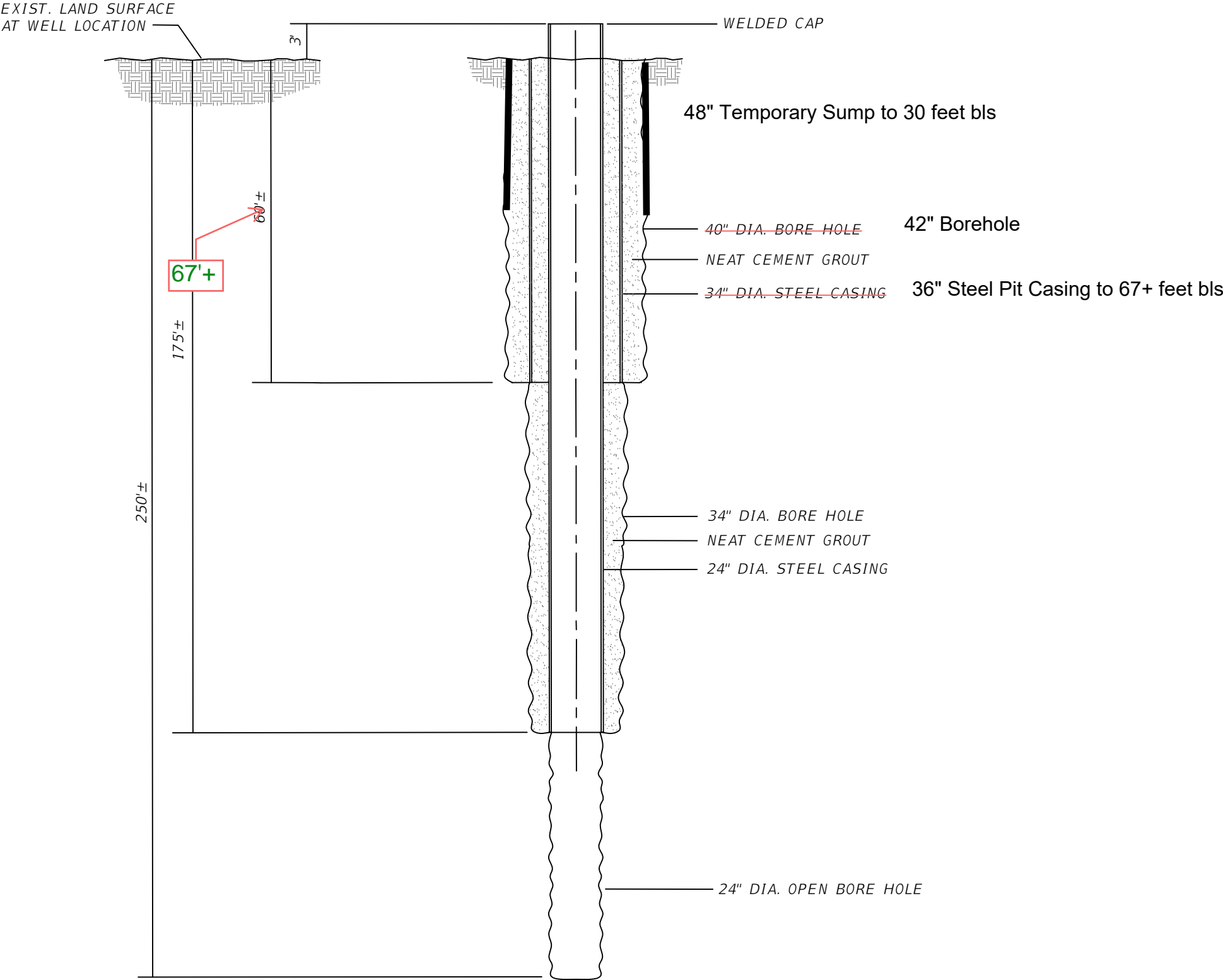
GEOTECHNICAL ENGINEERING SERVICES
CITY OF OCALA WATER TREATMENT PLANT
NO. 2 WELL RELOCATION
MARION COUNTY, FLORIDA

SPT BORING SOIL PROFILE AND SOILS LEGEND

CREATED BY: DNH
CHECKED BY: PWV

DATE: NOV 2025
PROJECT NO: 11161

PLATE 2



~~WELL #11~~ & WELL #12 CONSTRUCTION DETAIL
N.T.S.

REVISIONS				HECTOR A. COLON, PE P.E. LICENSE NUMBER 84007 CITY OF OCALA, FLORIDA 1805 NE 30TH AVENUE OCALA, FLORIDA 34470	PREPARED BY <div>OCALA City Engineer's Office</div>	PROJECT NO. 22312 <div>DETAIL SHEET</div>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				
----	----						6



CONSTRUCTION SERVICES AGREEMENT FOR DRILLING OF TWO UPPER FLORIDAN AQUIFER WELLS – WATER TREATMENT PLANT#2

THIS CONSTRUCTION SERVICES AGREEMENT FOR DRILLING OF TWO UPPER FLORIDAN AQUIFER WELLS – WATER TREATMENT PLANT#2 (Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ALL WEBBS ENTERPRISES, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-2418764) ("Contractor").

RECITALS:

WHEREAS, on January 22, 2025, City issued an Invitation to Bid ("ITB") for the provision of construction services related to the drilling of two Upper Floridan Aquifer (UFA) Wells #11 and #12 at Water Treatment Plant#2, ITB No.: ENG/250268 (the "Solicitation"); and

WHEREAS, a total of two (2) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by All Webbs Enterprises, Inc. was found to be the lowest; and

WHEREAS, All Webbs Enterprises, Inc. was chosen as the intended awardee to provide construction services related to the drilling of two Upper Floridan Aquifer (UFA) Wells #11 and #12 at Water Treatment Plant#2 (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:

TERMS OF AGREEMENT:

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

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

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

Exhibit A:	Scope of Work (A-1 through A-10)
Exhibit B:	Plan Set (B-1 through B-6)
Exhibit C:	Floridan APT Well Locations (C-1 through C-2)
Exhibit D:	Water Well Permitting & Construction Requirements (D-1 through D-13)
Exhibit E:	Grant Clauses (E-1 through E-8)
Exhibit F:	Price Proposal (F-1 through F-2)
Exhibit G:	Executed Cost-Share Grant Agreement (G-1 through G-31)
Exhibit H:	Monitoring Well Depths (H-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 E, then (2) Exhibit A then (3) Exhibit D, then (4) Exhibit F, then (5) Exhibit B, then (6) Exhibit C, then (7) Exhibit G, then (8) Exhibit H.

- B. **Project Specifications:** In addition to the Contract Documents and up-to-date copies of shop drawings, this project will require the Contractor to have the following specifications and documents, which are incorporated by reference:

- i. **City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure"** available at:

www.ocalafl.gov/home/showpublisheddocument/24606

Florida Department of Transportation ("FDOT") Standard Specifications for Road and Bridge Construction (latest edition) available at:

<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>.

Florida Department of Transportation Standard Plans for Road and Bridge Construction (latest edition):

<https://www.fdot.gov/design/standardplans/sprbc.shtm>

Manual on Uniform Traffic Control Devices (MUTCD), latest edition which can be obtained by downloading from:

<https://www.fdot.gov/traffic/traffic services/mutcd.shtm>

Florida Department of Transportation Florida Greenbook (latest edition), can be obtained by downloading from:

<https://www.fdot.gov/roadway/floridagreenbook/fgb.shtm>

If there is a conflict between the individual Project Specifications regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedents to the most restrictive specification.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. Contractor must perform a minimum of **FIFTY PERCENT (50%)** of the work with its own forces. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor a maximum limiting amount of **ONE MILLION, THREE HUNDRED SIXTY-SEVEN THOUSAND, SEVEN HUNDRED AND NO/100 DOLLARS (\$1,367,700)** (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 F - Price Proposal** and other requirements set forth in the Contract Documents. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.
 - A. **Monthly Progress Payments:** The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable federal and/or state laws.



- B. **Project Schedule and Progress Reports.** A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.
- C. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit a Certificate of Disbursement of Payment with each invoice after the first payment. Contractor shall also submit an updated schedule with each invoice. Contractor shall be provided with a cover sheet for invoicing. This cover sheet must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Engineering & Water Resources Department, Attn: Jimmy Lopez**, Address: **1805 NE 30th Avenue, Building 700, Ocala, Florida 34470** E-Mail: jlopez@ocalafl.gov.
- D. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- E. **Retainage.** City shall withhold an amount equal to **FIVE PERCENT (5%)** of each monthly progress payment as retainage to secure Contractor's full and faithful performance of its obligations under this Agreement (the "Retainage"). Contractor shall not be entitled to any interest received by City on Retainage. The Retainage shall be payable to Contractor, subject to the provisions of this subsection, upon satisfaction of the following conditions precedent: (1) confirmation from the City Project Manager that Contractor has satisfactorily completed all work in accordance with the provisions of the Agreement; and (2) receipt of the Consent of Surety of the recorded bond for final payment.
- F. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
- G. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
- H. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.



- I. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **TIME FOR PERFORMANCE.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
 - A. Contractor shall mobilize and commence work no later than **SEVEN (7)** working days from the date of issuance of a Notice to Proceed for the project by City. At no time will the Contractor be allowed to lag behind.
 - B. **All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager within ONE HUNDRED EIGHTY (180) days of the start date indicated on the Notice to Proceed and ready for final payment within TEN (10) days of substantial completion.**
 - C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.
 - D. **Lead Time:** The maximum acceptable lead time on materials is two (2) weeks. The City shall issue a Notice to Proceed (NTP) upon notification of receipt materials by Contractor.
 - E. **Weather Days:** Contractor shall submit a written request to the City Project (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Contractor performance and execution of work shall be considered in the determination for granting additional days.
 - F. **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 (forty-eight) 48-hour advance notice to City Project Manager for work outside normal shift hours. The city may decline the request.
 - G. **Emergency Work Hours:** The Contractor must have available staff on site and prepared to begin work within **two (2) hours** notification of any work deemed "Emergency" (this includes all storm related emergencies). If the work is not completed or staff is not on site by Contract timelines the Contract will be considered in default.
 - H. Upon declaration of default, the City will have full power to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter an agreement with others to complete the work under the Contract or may use other methods to complete the work in an acceptable manner. The City will charge all costs that the City incurs because of the Contractor's default, including the costs of completing the work under the Contract, against the Contractor.



- I. If, after default notice by the City, and prior to any action by the City to otherwise complete the work under the Contract, the Contractor establishes their intent to prosecute the work in accordance with the City's requirements, then the City may allow the Contractor to resume the work, in which case the City will deduct from any monies due or that may become due under the Contract, any costs to the City incurred by the delay, or from any reason attributable to the delay.
 - J. 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.
 - K. 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, SIX HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$1,685)** per day for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion in the Contract Documents. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract Documents for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City, as liquidated damages and not as a penalty, additional sum of **TWO HUNDRED AND NO/100 DOLLARS (\$200)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.
- A. **No Waiver of Rights or Liabilities.** Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.
 - B. **Right to Withhold or Deduct Damages.** When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.
 - C. **Non-Cumulative.** The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Contractor's failure to achieve Substantial Completion shall be



assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Contractor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.

- D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.
 - E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.
7. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
 8. **MAINTENANCE AND GUARANTEE BOND.** Prior to final payment, Contractor shall furnish a Maintenance and Guarantee Bond in the amount of **TEN PERCENT (10%)** of the total project value, for a period of **THREE (3)** year for labor and **THREE (3)** year for materials from the date of final completion. Prior to the City's receipt of Contractor's fully executed Maintenance and Guarantee Bond, Contractor will warrant all labor and materials completed pursuant to this Agreement.
 9. **PUBLIC CONSTRUCTION BOND.** As required by section 255.05, Florida Statutes, Contractor shall furnish a certified and recorded Public Construction Bond in the amount of **ONE MILLION, THREE HUNDRED SIXTY-SEVEN THOUSAND, SEVEN HUNDRED AND NO/100 DOLLARS (\$1,367,700)** as security for the faithful performance of the work as required and set forth in the Contract Documents within the time set forth for performance under this Agreement and for prompt payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided for herein.
 10. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
 - A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order



to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

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

- A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
- B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

12. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

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

- (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
- (2) Contractor provides material that does not meet the specifications of the Agreement;
- (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
- (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.



- B. **Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice;
 - (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
 - (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
 - (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; (ii) placing a claim against the public construction bond, or (iii) any other remedy as provided by law.
- D. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.
13. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **THREE (3)** years from the date of Final Completion. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **THREE (3)** years from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.
14. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
15. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall



be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

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

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

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

- A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
- B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.



- C. Contractor shall be responsible to see that the finished work complies accurately with this Agreement and the intent thereof.
 - D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, including, but not limited to obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
 - E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
 - F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
 - G. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
18. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
19. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES.** City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.
 - B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.
20. **STORAGE OF MATERIALS/EQUIPMENT.** Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.



21. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work**. City has the authority to stop work or to suspend any work.
22. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
23. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of Commercial General Liability insurance with limits not less than:
- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
24. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
- A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
 - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
25. **ADDITIONAL INSURANCE REQUIREMENTS.**
- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way



represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

- B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result 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 event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
- F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. **Severability of Interests.** Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.



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

- A. All employees on the work and other persons that may be affected thereby;
- B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

28. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

- a. In addition to the requirements set forth in its bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
- b. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

29. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

30. **CONSTRUCTION SURVEY LAYOUT.** The work to be performed pursuant to survey work provided by City shall be completed as necessary to establish all proper alignments, right of way, easements, benchmarks, elevations, and grade stakes to complete all phases of this Contract.

- A. Contractor shall immediately bring to City's attention any survey issues that would impede the Contractor's completion of the work. The work performed pursuant to survey work at the



Contractor's expense pursuant to this Agreement shall be prepared by a licensed surveyor and provided to the City. Any survey issues with these surveys that would impede the Contractor's completion of the work shall immediately be brought to the City's attention. If additional or corrective survey work is required, it shall be at Contractor's expense.

- B. The City Engineer/City Project Manager shall establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work. If Contractor shall remove or destroy any stake, marker, or benchmark on the work without first having secured the approval of the City Engineer/City Project Manager, such stake, or benchmark shall be re-established by and at Contractor's expense.
 - C. It shall be the responsibility of Contractor to preserve all adjacent property corner markers which might be affected by their operations and replace same if undermined. Corner locations known by City will be made available to Contractor. All original field notes, calculations, and other documents developed by the surveyor in conjunction with this work shall be given to City and become City property. All surveying work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6G17 of the Florida Administrative Code.
31. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
32. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
33. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.



34. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
35. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
36. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
37. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
38. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records.



All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

39. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
40. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
41. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
42. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
43. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.



44. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
45. **INDEMNITY.** Contractor shall indemnify, defend, and hold harmless City and its elected officials, employees and volunteers against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful acts of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor.
46. **NO WAIVER OF SOVEREIGN IMMUNITY.** 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.
47. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

All Webbs Enterprises, Inc.
 Attention: David Webb Jr. Vice President
 309 Commerce Way
 Jupiter, Florida 33458
 Phone: 561-746-2079
 E-mail: davidwebbjr@allwebbs.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
 City of Ocala
 110 SE Watula Avenue, Third Floor
 Ocala, Florida 34471
 Phone: 352-629-8343
 E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
 City of Ocala
 110 SE Watula Avenue, Third Floor
 Ocala, Florida 34471
 Phone: 352-401-3972
 E-mail: wsexton@ocalafl.gov

48. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court



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

49. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
50. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the state of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the state of Florida.
51. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
52. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
53. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
54. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
55. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than



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

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

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

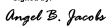


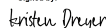
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IN WITNESS WHEREOF, the parties have executed this Agreement on 4/22/2025.

ATTEST:

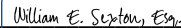
CITY OF OCALA

Signed by:

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 Angel B. Jacobs
 City Clerk

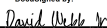
Signed by:

3827288FAF314FC...
 Kristen Dreyer
 City Council President

Approved as to form and legality:

ALL WEBBS ENTERPRISES, INC.

Signed by:

B07DCFC4E86E429...
 By: William E. Sexton, Esq.
 (Printed Name)

Title: City Attorney

DocuSigned by:

AA808E108FD8430...
 (Signature)
 By: David Webb Jr.
 (Printed Name)

Title: Vp
 (Title of Authorized Signatory)

Exhibit A – SCOPE OF WORK**CONTRACT# ENG/250268****BACKGROUND**

1. Contractor shall provide water well drilling services supporting the Water Resources & Engineering department. This project consists of drilling two Upper Floridan Aquifer (UFA) Wells #11 & #12 at Water Treatment Plant #2 located at **3744 S Pine Ave, Ocala, FL**. The construction scope and limits are as shown on the plan set in **Exhibit B –Plan Set**.
2. Alternate pricing will be provided for the abandonment of **eight (8)** monitoring wells and the modification of existing Well # 7 to extend casing a minimum of **three (3)** feet above finished grade - re-install slab/datum and bollards. Construction scope and limits are as shown in **Exhibit C – Floridan APT Well Locations**.
3. Contractor shall be responsible for providing all materials, labor, and equipment (in good working condition) to complete the drilling, casings installation, concrete pouring, and testing.

CONTRACTOR RESPONSIBILITIES

1. The City of Ocala will pay the Contractor only for the actual units that the Contractor provides, installs, or constructs on the project.
2. The Contractor and all subcontractors shall be required to conform to the labor standards and employment requirements set forth in the Contract Documents. All work shall be performed under the supervision of a qualified, competent foreman or supervisor.
3. Locate, protect, and relocate any and all underground utilities necessary to complete the work specified in the contract, and verify all field conditions, measurements, and elevations.
4. If work to be done has no line-item unit price in the contract, a written proposal of the work must be agreed upon prior to the work being started.
5. The Contractor, at their own expense, must obtain any commercial licenses the Contractor needs, i.e., a county occupational license or transportation permits required by the Department of Transportation.
6. If, in the opinion of the City's Engineer or their representative, the Contractor's equipment is not capable of satisfactorily performing the work provided for in these specifications, the Contractor shall substitute equipment subject to City approval.
7. Contractor shall provide casing of the type(s), thickness and diameter(s) specified herein. All casing shall be standard wall, new, first quality material and free of defects in workmanship and handling.
8. All steel casing **must be American made** and must conform to API Standard 5L, Grade B, ASTM A53, Grade B or better. Casing supplied as plain end pipe shall be provided with ends perfectly squared and beveled for V-notch welding.
9. The manufacturer's warranty period shall run concurrently with the Contractor's warranty period. The warranty period shall commence on the date of the final acceptance of the work and upon payment of same. The materials and work performed shall be warranted to be free from defects in workmanship and design. Any materials or work that fail during the warranty period shall be replaced and restored to service at no expense to the City.
10. The price for mobilization/demobilization shall include all labor and materials required to prepare site, stabilize, and erect rig and provide for support equipment. The price shall include all labor and materials required to rig down and remove all equipment and materials from the site. This price shall also include the cost for transportation to the site and other costs, including site clean-up, directly related to mobilization/demobilization, but not specifically named herein.

Exhibit A – SCOPE OF WORK**CONTRACT# ENG/250268**

11. During construction of the well, all necessary precautions shall be taken to prevent contaminated water, other contaminants, foreign matter, or water having undesirable physical or chemical characteristics from entering the wells under construction. Contractor shall also provide for the effective control of water being discharged from the wells during drilling, testing and non-drilling times. The Contractor shall be responsible for constructing any necessary discharge baffles, silt barriers, spreading plates, or impoundments to discharge water in accordance with all applicable permits, rules, and regulations.
12. In the event that the wells become contaminated or that water having undesirable physical or chemical characteristics enters the well because of the neglect of the Contractor, the Contractor shall perform such work or supply such casings, seals, sterilizing agents or other material as may be necessary to eliminate the contamination or shut off the undesirable water, at no additional cost to the City.
13. Contractor shall supply any and all materials, mobilization, surveying, labor and equipment needed to complete the project as described in **Exhibit B-Plan set**.
14. Contractor shall supply/provide on-site construction power and wiring, as needed. Provide on-site sanitary facilities as required by governing agencies. Contractor shall not be permitted to use the City sanitary facilities during construction. Posting of OSHA required notices and establishing of safety programs and procedures.
15. Contractor shall be responsible for reviewing, acknowledging, and pricing accordingly in bid "ALL NOTES TO CONTRACTOR" on **Exhibit B-Plan set**.

PERMIT REQUIREMENTS

1. **Permits Required:** A well construction permit is required from the Marion County Health Department. A Well Completion Report will need to be submitted to the Marion County Health Department for well. The Contractor shall comply with all District and local permitting requirements. The Contractor shall be required to provide a Well Completion Report, as required by 40C-3, FAC, to the City's Project Manager.
2. **Construction Permit Applications:** For construction permits and related documents, please visit: <https://www.ocalafl.org/government/city-departments-a-h/growth-management/building/construction-permits>

ANTICIPATED TASKS, DELIVERABLES AND HOURS

1. **Anticipated Tasks:** The Contractor may be required to perform the following types of services for the City of Ocala. This list is not an attempt to exclusively define those specific activities the Contractor will perform.
 - Drilling of 24", 34" & 40" Holes, as specified on the Plan Set.
 - Installation of 24" & 34" Steel Casings, as specified on the Plan Set.
 - Caliper Logging before casing installations.
 - Installation of Concrete Grouting.
 - Concrete Cavity Filling, as needed.
 - Dredging.
 - Well Flow Test.
 - Geophysical Logging and Bacteria Test.

Exhibit A – SCOPE OF WORK**CONTRACT# ENG/250268**

- Well abandonment.
 - Light site clearing
2. **Deliverables:** The Contractor shall provide monthly reports of all Task Work Orders in progress. Deliverables shall be accepted by the City Project Manager before payment for such work.

PROJECT SPECIFICATIONS

This project will require the Contractor to follow the following plans and specifications and any other governing specifications that projects shall be constructed in accordance to:

1. Plan Set for the project attached as **Exhibit B**.
2. Floridan APT Well Locations attached as **Exhibit C**.
3. Florida Rules Chapter 62-532 Water Well Permitting and Construction Requirements as **Exhibit D**.
City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure available at:
<https://www.ocalafl.gov/home/showpublisheddocument/24606/638405851437470000>
4. Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction, latest edition available at:
<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>
5. **Job Site Documents:** The Contractor must have the above listed documents in addition to up-to-date copies of shop drawings, plans and bid document at job sites at all times.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
3. The Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number, email, and address to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
4. All workers within the right-of-way shall wear ANSI/ISEA Class 2 & Class 3 apparel (safety vest or equivalent).
5. The Contractor's employees shall wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.

Exhibit A – SCOPE OF WORK**CONTRACT# ENG/250268**

6. Contractor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employees.
7. Prime Contractor and sub-contractor vehicles shall have their company name located on the side and all personnel shall be required to wear a company shirt.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:
 - A. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
 - B. Access to City buildings and facilities to perform the work.
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.

PROJECT REQUIREMENTS AND EXECUTION OF WORK

1. **Project Schedule:** Contractor must submit project schedule to the City Project Inspector/Project Manager for approval. This schedule must be submitted prior to the starting of a project and must be updated when the schedule is no longer accurate.
2. **As-Builts:** Upon final completion of each individual project, signed and sealed as-builts must be submitted and approved by the City.
3. **Material & Construction Equipment:** All material & construction equipment must meet FDOT Standard Specifications for Road and Bridge, latest edition.
4. **Backfilling and Compaction Procedures:** Backfilling and compaction shall be performed in accordance with the FDOT Standard Specifications for Road and Bridge Construction (latest edition) and the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure or as otherwise directed in writing by the City of Ocala.
5. **Open Cuts:** All open cuts in the pavement (asphalt and concrete) shall be saw cut and made square. Water must be used during all saw cuts in asphalt or concrete to limit dust.
6. **Damages:** Contractor shall be responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than **one (1) month** from the date damage occurred.
7. **Compliance:** The Contractor shall complete all work performed under this Contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.

SURVEY LAYOUT

1. The City Engineer/Project Manager may, as required, establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work.

Exhibit A – SCOPE OF WORK**CONTRACT# ENG/250268**

2. If the Contractor shall remove or destroy any stake, marker, or benchmark on the work without first having secured the approval of the City Engineer, such stake, or benchmark shall be re-established by and at the Contractor's expense.
3. It shall be the responsibility of the Contractor to preserve all adjacent property corner markers which might be affected by their operation and replace same if undermined. Corner locations known by the City shall be available to the Contractor.
4. All survey work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 61G17 of the Florida Administrative Code.

TESTING REQUIREMENTS

1. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required. Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to City Engineer.
2. Results of all required testing and inspections shall be submitted to the project inspector to achieve Final Completion Certification. For other requirements for Tests and Inspection refer to Article 14 in the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.

EROSION SEDIMENT AND FLOOD CONTROL

1. Provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction.
2. Maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.

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.

CONSTRUCTION WORK AREAS

1. The City of Ocala shall not be responsible for providing property or lay down yards to the Contractor for their materials or equipment. If private property is used, the City requires a copy of the agreement between the property owner and the Contractor. **Utilizing private property without written permission is prohibited.**
2. Components of the project, including temporary work and storage areas, will be located on-site per project. Staging areas will be sited inside the right-of-way or within City property. Material will be transported to the proper station for construction, assembly, response to possible public concern.
3. Provide on-site sanitary facilities as required by Governing agencies. Facilities must be maintained regularly.
4. Any work areas in roadways must at least be filled temporarily with asphalt before the roadway can be opened to traffic every morning.

Exhibit A – SCOPE OF WORK**CONTRACT# ENG/250268****SITE HOUSEKEEPING AND CLEANUP**

1. **Waste/Debris:** Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Contractor will provide approved containers for collection and disposal of waste materials, debris, and rubbish. Contractor shall dispose of debris in a legal manner. At least once weekly dispose of such waste materials, debris, and rubbish off-site.
2. **Cleanup:** Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition. Work site will be completely cleaned after each day of work. Sweep all roadways affected by the construction and where adjacent to work daily.
3. **Water Use:** The use of water to prevent the blowing of dust and debris during cutting operations and or cleaning operations is **mandatory**.
4. **Individual Project Cleaning:** At completion of each individual project, Contractor shall remove from the site all tools, equipment, surplus materials, debris, temporary facilities, scaffolding, and equipment. The areas of work shall be swept thoroughly and all marks, stains, rust, dirt, paint drippings, and the like shall be removed from all new and existing work to the satisfaction of the Owner.
5. **Final Cleaning:** Upon completion of work, clean entire work, and project site as applicable.
 - A. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the City Project Manager/City Engineer.
 - B. Remove any foreign materials from exposed surfaces.
 - C. Broom clean exterior paved driveways and parking areas.
 - D. Hose clean sidewalks and concrete exposed surfaces.

SUBMITTALS

1. Provide submittals as required by City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
2. Submit copies of permits and approvals for construction as required by laws and regulations of governing agencies.
3. Submit temporary construction parking area plans, storage yard, storage trailer location, staging area plan, and plan for disposal of waste materials.

SAFETY

1. The Contractor shall be solely responsible for ensuring safety during construction, and for conformance to all applicable OSHA standards; and local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
3. Contractor shall be responsible for securing their equipment, materials, clothing, and other property.

Exhibit A – SCOPE OF WORK**CONTRACT# ENG/250268**

4. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.
5. 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.

SUBSTANTIAL COMPLETION PROCESS

1. When the Contractor considers the work as substantially complete, the Contractor shall submit to the City:
 - A. A written notice that the work or designated portion thereof, is substantially complete.
 - B. A list of items to be completed or corrected.
2. Within a reasonable time after receipt of such notice, the City will make an inspection to determine the status of completion.
3. Should the City determine that the work is not substantially complete:
 - A. The City will promptly notify the Contractor in writing, giving the reasons, therefore.
 - B. The Contractor shall remedy the deficiencies in the work and send a second written notice of substantial completion to the City.
 - C. The City will re-inspect the work.
4. When the City finds that the work is substantially complete, the City shall prepare a Certificate of Substantial Completion with a list of items (punch list) to be completed or corrected before final payment.

FINAL COMPLETION PROCESS

1. When the Contractor considers the work complete, the Contractor shall submit written certification that:
 - A. Contract documents have been reviewed.
 - B. Work has been inspected for compliance with Contract documents.
 - C. Work has been completed in accordance with Contract documents.
 - D. Equipment and systems have been tested in the presence of the City representative and are operational.
2. The City will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
3. Should the City consider that the work is incomplete or defective:
 - A. The City will promptly notify the Contractor in writing, listing the incomplete or defective work.
 - B. Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the City that the work is complete.
 - C. The City will re-inspect the work.
4. When the City finds that the work is acceptable under the Contract documents, the City shall request the Contractor make closeout submittals.

Exhibit A – SCOPE OF WORK**CONTRACT# ENG/250268**

5. **Final Application for Payment:** Contractor shall submit the final application for payment in accordance with the procedures and requirements stated in the scope of work and general conditions.

CONTRACTOR CLOSEOUT DOCUMENTS

1. Evidence of compliance with requirements of governing authorities.
2. Consent of Surety to final payment.
3. Approved project record documents include electronic (CADD) and hard copy signed and sealed "As Built" by a professional surveyor.
4. Completion of all submittals as required by Contract documents.
5. Warranties and operational manuals (2 copies).



Addendum # 1

Date: February 13, 2025
To: All bidders
From: Eileen Marquez, Senior Buyer
Solicitation Number: ITB# ENG/250268
Solicitation Title: Well Drilling WTP No.2-Upper Aquifer Well #11 and #12

SECTION 1. QUESTIONS AND ANSWERS

1.1 **QUESTION:** Can the trees be trimmed by the contractor if needed?

ANSWER: Trees can be trimmed if needed at no additional cost to the City.

1.2 **QUESTION:** Can the contractor let the well water run?

ANSWER: Water goes on top of the well. Well water is allowed to run as long is not mud water.

1.3 **QUESTION:** Is the City providing electricity for this project?

ANSWER: The contractor is responsible for bringing his electricity.

1.4 **QUESTION:** What is the timeline for this project?

ANSWER: The scope of work calls out construction time for this project is 180 calendar days.

Exhibit A - SCOPE OF WORK**CONTRACT# ENG/250268****1.5 QUESTION: How deep are the wells?****ANSWER:**

Well ID	Use	Total Depth (feet bls)	Casing Depth (feet bls)	Casing Diameter (inches)
TW-1	Pumping	1,277	810	24
UFA MW-1	Monitoring	220	170	4
MCU MW-1a	Monitoring	450	400	6
MCU MW-1b	Monitoring	650	600	6
LFA MW-1	Monitoring	1,292	1,070	6
UFA MW-2	Monitoring	220	170	4
MCU MW-2a	Monitoring	370	320	6
MCU MW-2b	Monitoring	650	600	6
LFA MW-2	Monitoring	1,242	790	6

SECTION 2. SOLICITATION ADDITIONS, CLARIFICATIONS AND CORRECTIONS

- 2.1 **Be cautious of noise and language. There is a subdivision nearby. If any issues arise, the contractor shall immediately contact the City Project Manager for this project.**
- 2.2 **The contractor will be ready to sign an NTP within 90 calendar days from the date the City Council approves the bid. Scope of work states that the "contractor must be able to mobilize and begin construction no later than 7 working days from notification."**

CONTRACT PLANS

ITB NO. 250268

WTP #2 - UPPER
AQUIFER WELLS #11 & #12

100% PLANS
FOR CONSTRUCTION
DATE: 2/5/25



CITY ENGINEER'S OFFICE

1805 NE 30th AVE, BLDG #600
OCALA, FLORIDA 34470

LOCAL UTILITIES

UTILITY COMPANY	PHONE NUMBER	EMERGENCY
OCALA PUBLIC WORKS (TRAFFIC)	(352) 351-6733	
OCALA ELECTRIC UTILITY	(352) 351-6650	(352) 351-6666 (LEAVE MESSAGE)
OCALA WATER RESOURCES	(352) 351-6772	(352) 351-6775
COX COMMUNICATIONS	(888) 269-9693	
CENTURYLINK	(352) 368-8817	
TECO GAS	(352) 622-0112	(352) 622-0111

GOVERNING DOCUMENTS:
U.S. Department of Transportation, Manual on Uniform Traffic Control
Devices (2009 Version with Revisions)
Florida Department of Transportation, Standard Plans for Road and Bridge
Construction (REV 2012-2013 Variations)



1524

Exhibit B - Plan Set

CONTRACT# ENG/250268

ENVIRONMENTAL NOTES:

- 1. THE CITY OF OCALA OPERATES UNDER A FDEP 1 ENVIRONMENTAL PRACTICES AND PROCEDURES 1
 - 2. ALL WATER COLLECTED AND PUMPED DURING TR SHALL BE A MINIMUM OF 75 FEET FROM THE NE
 - 3. STAKED SILT SCREEN, TURBIDITY BARRIERS OR PLACED IN LOCATIONS SHOWN ON THE PLANS A BARRIERS SHALL BE INSTALLED BEFORE COMME MONITOR AND MAINTAIN ALL SILT BARRIERS AND BARRIERS AND FENCING SHALL BE (IMMEDIATELY) STABILIZATION HAS BEEN ACHIEVED, SILT BARR FINAL ACCEPTANCE.
 - 4. THE CONTRACTOR SHALL NOT REMOVE ANY TREE JURISDICTIONAL OR NATIVE VEGETATION AREAS RESTORATION AND/OR MITIGATION PLAN. SUBMIT ENGINEER, AND COMPLETING ANY MONITORING AT
- THE CONTRACTOR SHALL:
- 5. HANDLE, COLLECT, AND DISPOSE OF HAZARDOUS LAWS AND REGULATIONS, CITY ORDINANCES, OR
 - 6. DESIGNATE AN AREA FOR DISCHARGE OF SURPLI DESIGNATED AREA TO PREVENT RUNOFF BEYOND FINAL INSPECTION.
 - 7. STORE AND USE PETROLEUM AND OTHER HAZAR
 - 8. FOLLOW GOOD HOUSEKEEPING PRACTICES TO MIT TO STORMWATER RUNOFF OR SEEPAGE INTO THE
 - 9. HAVE PRE-PREPARED PROCEDURES CLEARLY PO.
 - 10. HAVE READILY AVAILABLE REMEDIATION MATERI
 - 11. UPON RELEASE, IMMEDIATELY INITIATE RECOMM
 - 12. WITHIN 24-HOURS OF THE SPILL/RELEASE, NOT, EXCEEDING THE REPORTABLE QUANTITY.

EROSION CONTROL NOTES:

- 1. THE CONTRACTOR SHALL PREVENT THE DISCHARGE SHALL BE FLUSHED CLEAN PRIOR TO FINAL PAY.
- 2. ALL STORM SEWER INLETS SHALL BE PROTECTE
- 3. ALL DISTURBED AREAS ARE TO BE SODDED. ALL CONSTRUCTION ACTIVITIES HAVE TEMPORARILY COVER IS ACHIEVED AND, IN THE OPINION OF T SATISFACTORILY, TO SURVIVE ADVERSE WEATHE
- 4. STAKED SILT FENCE SHALL BE PLACED IN ACCO
- 5. THE CONTRACTOR WILL PROVIDE LITTER CONTROL HYDROCARBON, OR OTHER CHEMICAL CONTAINER THE MANUFACTURER.
- 6. LOADED HAUL TRUCKS SHALL BE COVERED WITH CONSTRUCTION SHALL BE DAMPENED WITH WATER
- 7. THE CONTRACTOR WILL ADHERE TO ALL STATE A
- 8. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE SEDIMENT CONTROL DEVICES AFTER THE NOTICE WATER POLLUTION SHALL BE INCLUDED IN THE
- 9. TOXIC SUBSTANCES SHALL BE DISPOSED OF BY
- 10. THE FOLLOWING PRACTICES WILL BE USED TO MA A. ALL MEASURES WILL BE MAINTAINED IN GOOD B. IF A REPAIR IS NECESSARY, IT WILL BE INIT

GENERAL NOTES:

- 1. ALL CONSTRUCTIONS SHALL BE IN ACCORDANCE TO THE LATEST EDITION OF THE CITY OF OCALA'S "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STREETS, STORMWATER, TRAFFIC, WATER & SEWER INFRASTRUCTURE".
- 2. ALL UNSUITABLE MATERIALS ENCOUNTERED SHALL BE DISPOSED OF AND REPLACED WITH APPROVED MATERIALS.
- 3. NEW WATER MAIN TO BE INSTALLED AT 36" DEEP (WHN) TO TOP OF PIPE EXCEPT WHERE VERTICAL ADJUSTMENTS ARE REQUIRED TO AVOID CONFLICTS. SEE ALSO NOTES 14 AND 15 BELOW.
- 4. ALL UTILITIES SHOWN ON THESE PLANS HAVE BEEN PLOTTED FROM THE BEST AVAILABLE RECORDS. HOWEVER, IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THEIR LOCATIONS AND CONDITIONS FROM THE UTILITY AGENCIES PRIOR TO CONSTRUCTION.
- 5. EXCAVATED MATERIALS SHALL BE LOADED ONTO DUMP TRUCKS DIRECTLY BEHIND THE EQUIPMENT AND HAULED OFF TO THE DESIGNATED SITE. TRAFFIC CONTROL MEASURES SHALL BE PLACED ACCORDINGLY TO ACCOMMODATE THIS PROCESS.
- 6. INSTALL INLET PROTECTION DEVICES AT ALL INLETS TO MINIMIZE DEBRIS ENTERING THE STORM DRAIN SYSTEM. (AS APPROVED BY FDEP)
- 7. THE TRAFFIC CONTROL PLAN FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD); THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS (STD AND INDEXES) INDEXES #102-600 THROUGH #102-660; LATEST EDITION; AND ANY REQUIREMENTS OF THE CITY OF OCALA THAT MEET OR EXCEED ANY OF THE ABOVE.
- 8. UNLESS OTHERWISE SPECIFIED ON THE PLANS, THE CONTRACTOR SHALL MAINTAIN TWO LANES OF TRAFFIC IN EACH DIRECTION FOR THE DURATION OF THE PROJECT. THE CONTRACTOR MAY, UPON APPROVAL OF THE ENGINEER IN CHARGE, RESTRICT TRAFFIC TO ONE-WAY OPERATION FOR SHORT PERIODS OF TIME PROVIDED THAT ADEQUATE MEANS OF TRAFFIC CONTROL ARE EFFECTED AND TRAFFIC IS NOT UNREASONABLY DELAYED.
- 9. CONTRACTOR TO REPAIR OR REPLACE ALL PAVEMENT MARKINGS, TRAFFIC LOOPS OR HOMERUNS THAT ARE DAMAGED DURING CONSTRUCTION.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN ACCEPTABLE ACCESS TO ALL BUSINESSES AND RESIDENCES ALONG THE PROJECT ROUTE WHENEVER CONSTRUCTION INTERFERES WITH THE EXISTING MEANS OF ACCESS. FLAGMEN SHALL BE USED WHEN NO ALTERNATE ACCESS IS POSSIBLE.
- 11. THE REQUIRED TRAFFIC CONTROL DEVICES, WARNING DEVICES, AND BARRIERS SHALL BE ERECTED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION WHICH MAY CREATE ANY HAZARDOUS CONDITION. THE CONTRACTOR SHALL IMMEDIATELY REMOVE OR COVER ANY DEVICE WHICH DOES NOT APPLY TO THE EXISTING CONDITIONS.
- 12. THE CONTRACTOR SHALL HAVE A STATE-OF-FLORIDA CERTIFIED MAINTENANCE OF TRAFFIC SUPERVISOR WITH THE RESPONSIBILITY OF MAINTAINING THE POSITIONING AND CONDITION OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES, AND BARRIERS THROUGHOUT THE DURATION OF THE PROJECT. THE ENGINEER IN CHARGE SHALL BE KEPT ADVISED AS TO THE IDENTIFICATION AND MEANS OF CONTACTING THIS EMPLOYEE ON A 24-HOUR BASIS.
- 13. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION.
- 14. THE CONTRACTOR SHALL BE NOISE SENSITIVE FOR NIGHT OPERATIONS.
- 15. CONTRACTOR TO PERFORM HYDROSTATIC TESTING OF WATER MAIN AND WATER SERVICES.
- 16. NEW OR RELOCATED WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST 6 FEET AND PREFERABLY 10 FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING GRAVITY SEWER. SEWER FORCE MAIN, OR RECLAIMED WATER MAINS, THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY TYPE SANITARY SEWERS SHALL BE REDUCED TO 3 FEET WHERE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE SEWER. NEW OR RELOCATED UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR NEW GRAVITY SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 6 INCHES AND PREFERABLY 12 INCHES ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPE LINE. IT IS PREFERABLE TO INSTALL THE WATER MAIN ABOVE OTHER PIPE LINES.
- 17. AT THE UTILITY CROSSINGS, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE CROSSING PIPELINES, SO THAT WATER LINE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING PIPE. PIPE CROSSINGS SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST 3 FEET FROM JOINTS IN VACUUM TYPE RECLAIMED WATER SEWER MAINS AND AT LEAST 6 FEET FROM ALL JOINTS IN GRAVITY SEWERS AND SEWER FORCE MAINS.
- 18. WATER METER SERVICES MAY BE REMOVED/ADDED BASED ON ACTUAL FIELD CONDITIONS.
- 19. ACTUAL LOCATIONS AND SIZES OF WATER MAINS AND METERS MAY VARY FROM WHAT IS SHOWN. CONTRACTOR IS RESPONSIBLE FOR FIELD VISIT PRIOR TO BID.
- 20. TAPS MAY BE DELETED IF NEW MAIN CAN BE CONNECTED DIRECTLY TO OLD MAIN VIA PIPE SLEEVES AND/OR EXISTING VALVES.
- 21. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE EXISTING SEWER LATERALS. CITY MAY PROVIDE AS-BUILTS IF REQUESTED.
- 22. WHERE WATER METERS ARE TO BE RELOCATED, THE COST OF MATERIAL AND LABOR TO RELOCATE THE METER BOX TO THE NEW LOCATION SHALL BE CONSIDERED PART OF THE RELOCATION COST AND SHALL INCLUDE METER RELOCATIONS WITHIN 20' OF THE ORIGINAL LOCATION. FOR RELOCATIONS MORE THAN 20' FROM THE OLD LOCATION, THE COST OF LABOR AND MATERIAL SHALL BE INCLUDED IN THE COST PER FOOT FOR EXTENDING CUSTOMER SERVICE TO RELOCATED METER.
- 23. WHERE NON-STANDARD METER BOXES ARE FOUND, THE CONTRACTOR SHALL REPLACE THE EXISTING METER BOX WITH A STANDARD GULF BOX. UNIT PRICE SHALL INCLUDE ALL MATERIALS NECESSARY TO REMOVE AND REPLACE THE METER BOX.
- 24. WHERE WATER MAINS AND APPURTENANCES ARE TO BE ABANDONED, THE CONTRACTOR SHALL ABANDON THE SYSTEM AS FOLLOWS:
- 25. WATER VALVES—REMOVE ALL WATER VALVES ON ABANDONED WATER MAINS WHERE WATER MAINS CAN BE SHUT DOWN OR REDUCED TO A WORKABLE FLOW. FOR WATER MAINS THAT CANNOT BE SHUT DOWN FOR VALVE REMOVAL, THEN THE CONTRACTOR SHALL CLOSE THE VALVE, REMOVE VALVE BOX, CUT AND CAP PIPES ON DOWNSIDE/UPSTREAM SIDE OF THE VALVE.
- 26. FIRE HYDRANTS—REMOVE ALL FIRE HYDRANT ASSEMBLIES (FROM VALVE TO HYDRANT) ON EXISTING MAINS WHICH ARE TO BE ABANDONED AND CAP FEE.
- 27. WATER SERVICES—CLOSE SERVICE VALVE AT WATER MAIN. THEN CUT AND CAP SERVICE PIPE AT SERVICE VALVE. REMOVE ALL METER BOXES AND CAP ALL

FDOT NOTES:

1. ALL CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST FDOT DESIGN STANDARDS, AND THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION (UAM).
2. RESTORE AND RE-SEED ALL DISTURBED AREAS WITH ARGENTINE BAHIA IN ACCORDANCE WITH THE FDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN THAT PORTION OF THE RIGHT-OF-WAY AFFECTED BY THE PERMIT UNTIL VEGETATION IS ESTABLISHED. PERFORM ALL WORK NECESSARY, INCLUDING WATERING AND FERTILIZING, TO SUSTAIN AN ESTABLISHED TURF UNTIL FINAL ACCEPTANCE. AT NO ADDITIONAL EXPENSE TO FDOT OR THE CITY OF OCALA, PROVIDE FILLING, LEVELING, AND REPAIRING OF ANY WASHED OR ERODED AREAS, AS MAY BE NECESSARY.
3. AT SUCH LOCATIONS WHERE FDOT SIGNS, REFLECTORS, OR OTHER STRUCTURES WILL INTERFERE WITH PROPOSED CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE LOCAL MAINTENANCE OFFICE OR PROJECT ENGINEER 48 HOURS PRIOR TO CONSTRUCTION. ALL ITEMS THAT REQUIRE RELOCATION OR REPLACEMENT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. IF THE WORK IS WITHIN 500' OF THE TRAFFIC SIGNAL, CONTRACTOR SHALL CONTACT THE CITY OF OCALA PUBLIC WORKS DEPT. TRAFFIC OPERATIONS (352) 351-6733.
4. THE CONTRACTOR IS RESPONSIBLE FOR MOWING, AT NO ADDITIONAL EXPENSE TO FDOT OR THE CITY OF OCALA, ANY AREA WITHIN PUBLIC RIGHT-OF-WAYS WHERE THE PERMITTED WORK OR WHERE UTILITY LOCATE FLAGS PLACED FOR PERMITTED WORK CREATES A HINDERANCE FOR OR INTERFERES WITH MAINTENANCE ENTITY'S REGULAR MOWING OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MOWING UNTIL ALL SUCH HINDERANCES ARE REMOVED SO THAT REGULAR MAINTENANCE ENTITY MOWING CAN BE RESUMED. THE CONTRACTOR SHALL MEET THE MOWING REQUIREMENTS ESTABLISHED BY THE DEPARTMENT'S MAINTENANCE RATING PROGRAM (MRP). CONTACT THE LOCAL FDOT MAINTENANCE OFFICE FOR DETAILS (352) 732-1330.
5. ALL UTILITY LOCATE FLAGS SHALL BE REMOVED BY THE CONTRACTOR WHEN THEY ARE NO LONGER NEEDED.
6. REVIEW AND COMPLY WITH THE "SPECIAL PROVISIONS" AND OTHER ATTACHMENTS TO THE FDOT PERMIT FOR THIS PROJECT.
7. CALL "FLORIDA SUNSHINE ONE CALL" FOR UTILITY LOCATION SERVICES AT LEAST 2 BUSINESS DAYS PRIOR TO CONSTRUCTION (1-800-432-4770).
8. MAINTENANCE OF TRAFFIC (MOT) PLAN & TRAFFIC CONTROL THROUGHOUT THE WORK ZONE SHALL BE PER THE FDOT STANDARD INDEX 102-600 SERIES.
9. COORDINATE ALL UTILITY CLEARANCES WITH THE OWNER OF SUCH UTILITIES PRIOR TO CONSTRUCTION COMMENCEMENT.
10. CONTRACTOR SHALL CONDUCT A SIDEWALK SURVEY TO DETERMINE THE EXISTING CONDITION OF AFFECTED SIDEWALKS AND SUBMIT SAID SURVEY TO FDOT AND THE CITY OF OCALA'S ENGINEER OF RECORD PRIOR TO CONSTRUCTION.
11. CONTRACTOR SHALL NOTIFY ALL PROPERTY OWNERS AFFECTED BY PROPOSED CONSTRUCTION ACTIVITIES IN ADVANCE OF SUCH OPERATIONS IN ACCORDANCE WITH FDOT NOTIFICATION REQUIREMENTS.
12. A PRE-CONSTRUCTION CONFERENCE SHALL BE CONDUCTED BY THE CITY OF OCALA WITH THE CONTRACTOR, FDOT PERSONNEL AND MARION COUNTY PERSONNEL.

SURVEY & MAPPING NOTES:

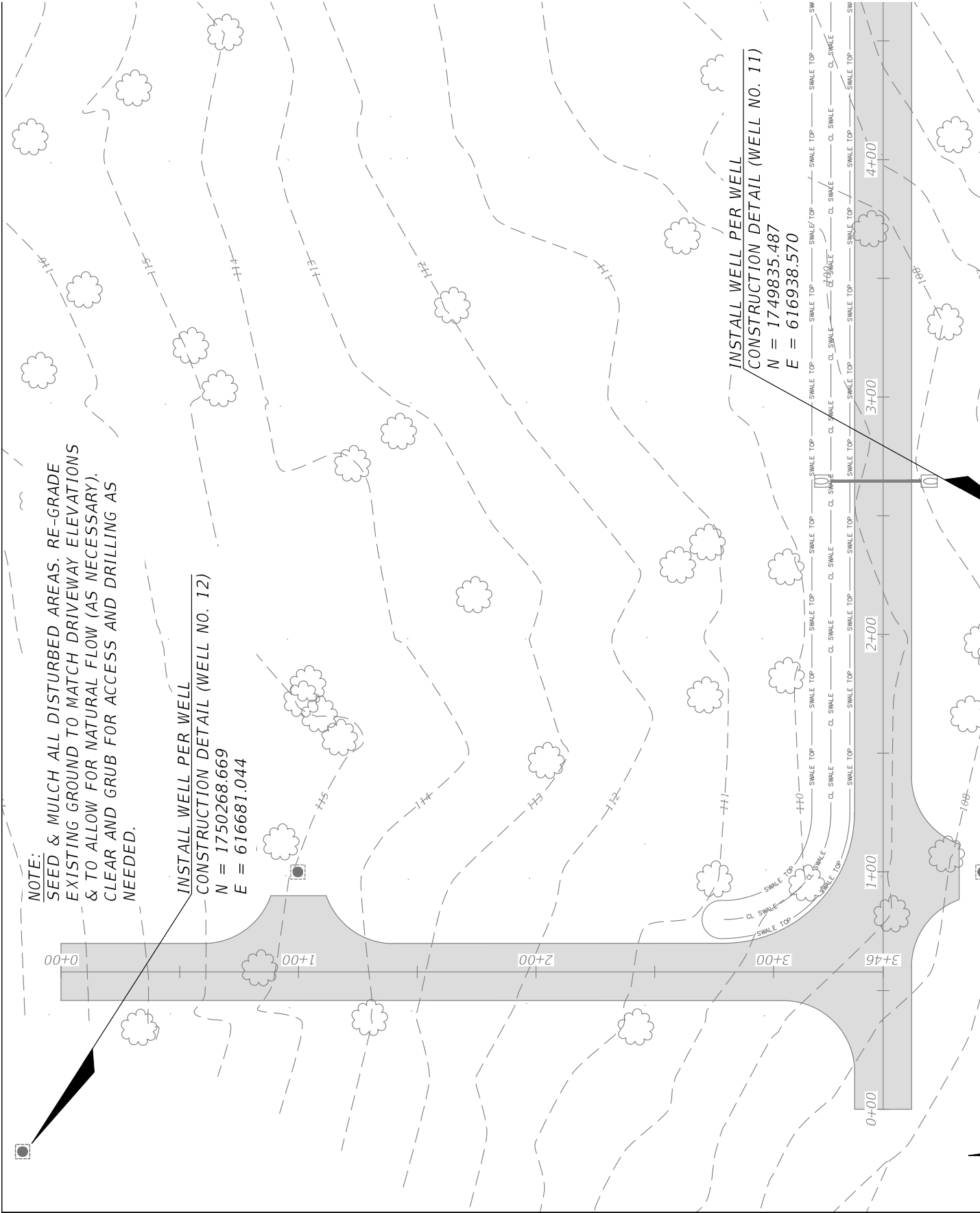
1. COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATES, WEST ZONE AND WERE DERIVED FROM GPS OBSERVATIONS REFERENCED TO THE FDOT PERMANENT REFERENCE NETWORK.
2. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 AND ARE REFERENCED TO CITY CONTROL POINTS SHOWN ON THIS DRAWING.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, TO ENSURE ALL EXISTING SURVEY MARKERS ARE LOCATED, CLEARLY MARKED AND PROTECTED, BY THE CONTRACTORS SURVEYOR.
4. ANY SURVEY MARKER, INCLUDING, BUT NOT LIMITED TO, PUBLIC LAND SURVEY SECTION CORNER MARKERS, BENCH MARKS, PROPERTY CORNERS, ETC., WHICH ARE DISTURBED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTORS EXPENSE PRIOR TO FINAL PAYMENT.
5. ADDITIONALLY, SURVEY STAKES PLACED MARKING THE LOCATIONS OF MARKERS, PROPERTY LINES, RIGHT-OF-WAY LINES, OR ANY OTHER POINT, PLACED FOR CONSTRUCTION AND SUBSEQUENTLY DISTURBED OR DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AS NEEDED AT THE RESPONSIBILITY OF THE CONTRACTOR.
6. RESETTling OF MONUMENTS AND MARKERS SHALL BE PERFORMED BY A PROFESSIONAL LAND SURVEYOR, LICENSED TO PRACTICE IN THE STATE OF FLORIDA AND SHOWN AS RE-SET ON AS-BUILT PLANS.
7. UNLESS PRIOR AGREEMENT IS MADE, IT SHALL NOT BE THE RESPONSIBILITY OF THE CITY SURVEYOR TO REPLACE ANY SURVEY MARKERS.

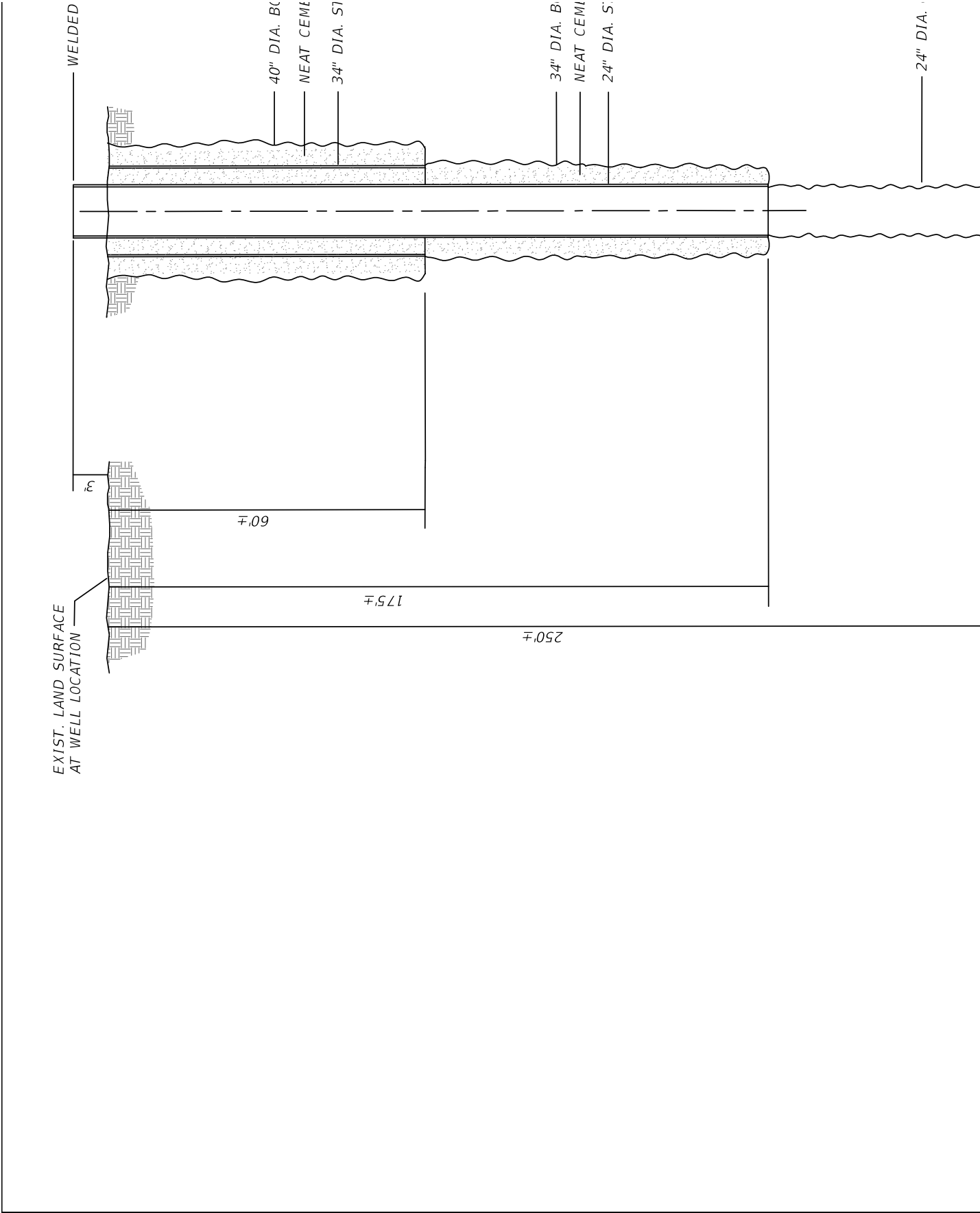
CITY OF OCALA STANDARD DETAILS REQUIRED:

1. SILT FENCE DETAIL #E-1

IMPORTANT NOTES:
1. THESE PLANS, AERIAL CARTOGRAPHY, THE CITY OF OCALA ADJUSTMENT OF TITLES, AND OCALA G.P.S. DATA, MAY BE AFFECTED BY THE CONTRACTOR AWARENESS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE GENERATOR AND THE FDOT CONTRACTOR.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE GENERATOR AND THE FDOT CONTRACTOR.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE GENERATOR AND THE FDOT CONTRACTOR.
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7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE GENERATOR AND THE FDOT CONTRACTOR.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE GENERATOR AND THE FDOT CONTRACTOR.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE GENERATOR AND THE FDOT CONTRACTOR.
10. CALIPER LOGS SHALL BE SUBMITTED TO THE FDOT CONTRACTOR.
11. ALL MATERIALS SHALL BE SUBMITTED TO THE FDOT CONTRACTOR.

IMPORTANT NOTES:
1. WELL DEVELOPMENT SHALL BE COMPLETED PRIOR TO THE START OF DEBRIS REMOVAL. TESTING AT 100% OF TURBIDITY SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION.
2. TESTING FOR A. AFTER THE MEASUREMENTS ARE COMPLETED, THE CONTRACTOR SHALL SUBMIT THE TEST RESULTS TO THE FDOT CONTRACTOR.
3. TESTING FOR A. AFTER THE MEASUREMENTS ARE COMPLETED, THE CONTRACTOR SHALL SUBMIT THE TEST RESULTS TO THE FDOT CONTRACTOR.
4. TESTING FOR A. AFTER THE MEASUREMENTS ARE COMPLETED, THE CONTRACTOR SHALL SUBMIT THE TEST RESULTS TO THE FDOT CONTRACTOR.
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11. TESTING FOR A. AFTER THE MEASUREMENTS ARE COMPLETED, THE CONTRACTOR SHALL SUBMIT THE TEST RESULTS TO THE FDOT CONTRACTOR.



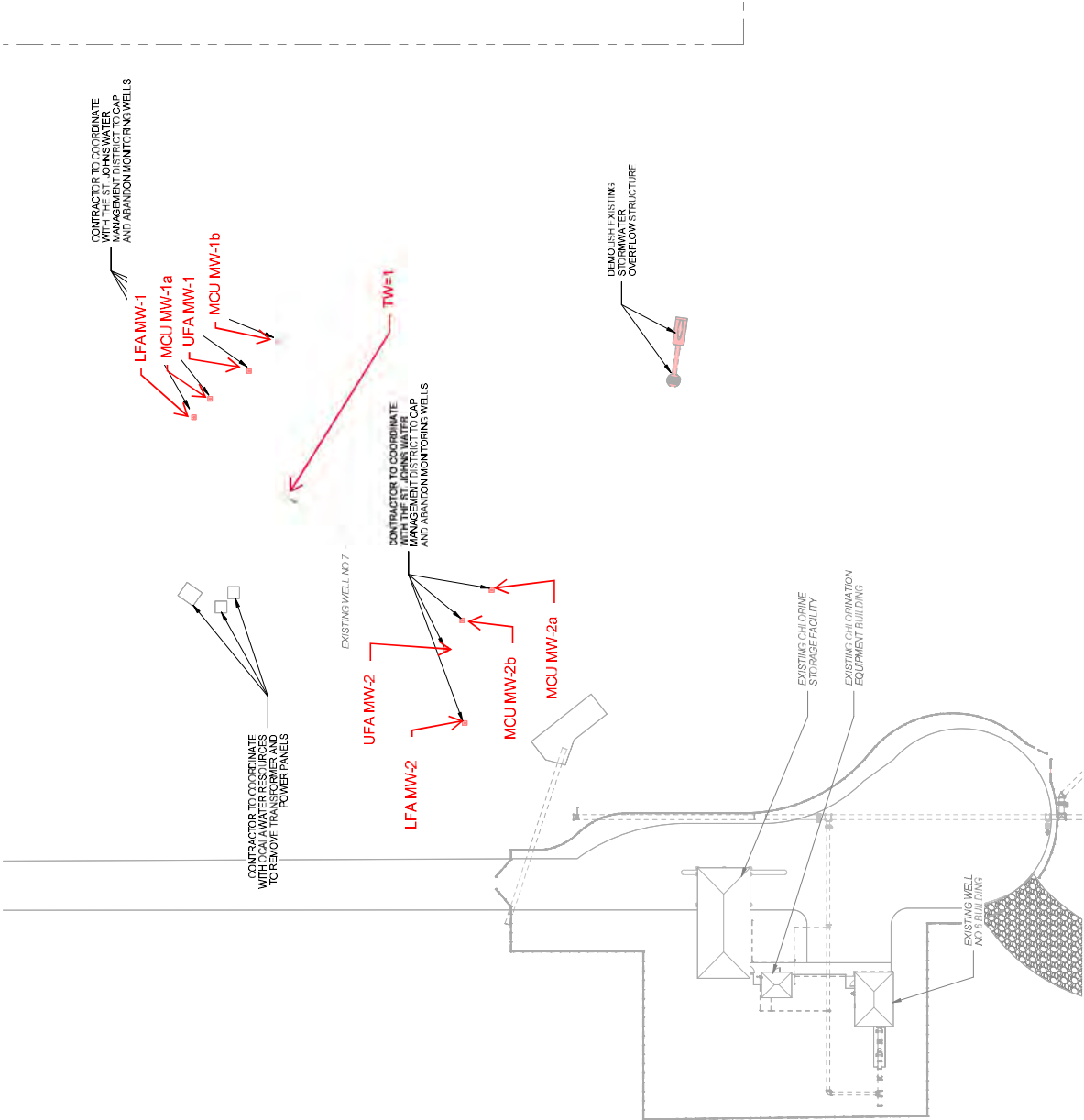


Floridan APT Well Locations



Abandon both sets of observation and monitoring wells

Based on proposed grades existing well will need to be adjusted to raise the casing a minimum of 3-feet above the proposed new grade ~EL 124 and replace the slab/bollard and datum



**CHAPTER 62-532
WATER WELL PERMITTING AND CONSTRUCTION REQUIREMENTS**

62-532.100	Intent of Water Well Permitting and Construction (Repealed)
62-532.200	Definitions for Water Well Permitting and Construction
62-532.300	General Provisions for Water Well Permitting and Construction (Repealed)
62-532.400	Permit for Water Well Construction, Repair, or Abandonment
62-532.410	Water Well Completion Report
62-532.420	Emergency Water Well Permits
62-532.430	Intent to Deny a Water Well Construction Permit
62-532.440	Abandonment of Water Wells (Repealed)
62-532.500	Water Well Construction Standards
62-532.510	Water Well Inspections
62-532.600	Enforcement of Water Well Permitting and Construction Requirements
62-532.610	Penalties for Violation of Water Well Permitting and Construction Requirements
62-532.900	Forms (Repealed)

62-532.100 Intent of Water Well Permitting and Construction

Rulemaking Authority 373.309 FS. Law Implemented 373.016, 373.026, 373.043, 373.103, 373.113, 373.306, 373.308, 373.309 FS. History—New 8-17-74, Formerly 17-21.01, 17-21.001, Amended 7-30-89, 3-11-92, Formerly 17-532.100, Repealed 12-9-96.

62-532.200 Definitions for Water Well Permitting and Construction.

The following words and phrases, when used in this chapter, shall have the following meaning, except where the context clearly indicates a different meaning:

(1) “Abandoned Well” means a well the use of which has been permanently discontinued or which is in such a state of disrepair that it cannot be used for its intended purpose or for observation purposes.

(2) “Annulus” or “Annular Space” means any artificially created void existing between a well casing or liner pipe and a bore hole wall or between two casings or between tubing and casing or liner pipe.

(3) “Aquifer” means a geologic formation, group of formations, or part of a formation capable of yielding a significant amount of ground water to wells, springs or surface water.

(4) “Bentonite” means a pumpable grouting material used for plugging or sealing water wells, consisting of a high solid sodium montmorillonite. The grout shall yield solids ranging from 20 to 30 percent, with a minimum density equal to or greater than 9.4 pounds per gallon, and a permeability of approximately 1×10^{-7} centimeters per second or less, or shall be dry non-treated, high swelling sodium montmorillonite. High swelling is defined as having a minimum swell index of 18 cubic centimeters as determined by ASTM standard D-5890-95.

(5) “Bottled water” means water that is intended for human consumption and that is sealed in bottles or other containers.

(6) “Bottled water plant” means a food establishment, regulated by the Florida Department of Agriculture and Consumer Services, in which bottled water is prepared for sale.

(7) “Construction of Water Wells” means all parts and acts necessary to obtain ground water by wells, including the location and excavation of the well, but excluding the installation of pumps and pumping equipment.

(8) “Department” means the Department of Environmental Protection.

(9) “Dewatering” means the use of wells or other such equipment to temporarily lower a water level as may be necessary during construction activities.

(10) “District” means a water management district created pursuant to Chapter 373, F.S.

(11) “Drive Shoe” means any device specifically designed, fabricated, and installed to protect the bottom end of a water well casing or liner pipe from collapse or other damage while the casing or liner pipe is being driven into place in a water well.

(12) “Driven Casing” means casing that has been installed by driving where the bore hole is equal to or smaller in diameter than the nominal outside diameter of the casing.

(13) “Geothermal well” means a type of well used for the purpose of developing ground water as a medium for thermal heat

exchange.

(14) “Limited use commercial public water system” means a public water system not covered or included in the Florida Safe Drinking Water Act, which serves one or more nonresidential establishments and provides piped water.

(15) “Limited use community public water system” means a public water system not covered or included in the Florida Safe Drinking Water Act, which serves five or more private residences or two or more rental residences, and provides piped water.

(16) “Liner” means a metallic or nonmetallic pipe which is installed either within the outer casing to improve, repair, or protect the outer casing or below the outer casing to seal off caving material which may be encountered in the open hole of the well.

(17) “Multifamily water system” means a water system that provides piped water for three to four residences, one of which may be a rental residence.

(18) “Neat Cement Grout” means a mixture of water and Portland cement (American Concrete Institute Type I, Type II, or Type III); or a mixture of water and Portland cement of a type or kind approved by the permitting authority; or a mixture of water, Portland cement of a type or kind approved by the permitting authority, and an amount of those additives approved for use in cement grouts and approved by the permitting authority.

(19) “Nominal” means those standard sizes of pipe from one-eighth inch to 12 inches, specified on the inside diameter, which may be less than or greater than the number indicated. When referred to the grouting annulus, nominal means either the available void thickness between telescoped casing varying less than 0.20 inches below standard where one inch of grout is required and 0.35 inches below standard where two inches of grout is required, or the average available void thickness between the borehole and outside wall of the casing.

(20) “Permitting Authority” means the Department or any district, or political subdivision that has been delegated the authority to issue permits under Chapter 373, Part III, F.S.

(21) “Potable water” means water that is satisfactory for human consumption, dermal contact, culinary purposes, or dishwashing.

(22) “Private water system” means a water system that provides piped water to one or two residences, one of which may be a rental residence.

(23) “Public water system” means a system for the provision to the public of water for human consumption through pipes or other constructed conveyances, if such system has at least 15 service connections or regularly serves an average of at least 25 individuals daily at least 60 days out of the year.

(24) “Repair” means any action which involves the physical alteration or replacement of any part of a well, but does not include the alteration or replacement of any portion of a well which is above ground surface.

(25) “Telescoping Casing” means an interior casing extending below and sealed within an exterior casing.

(26) “Water Well” or “Well” means any excavation that is drilled, cored, bored, washed, driven, dug, jetted, or otherwise constructed when the intended use of such excavation is for the location, acquisition, development, or artificial recharge of ground water, but such term does not include any well for the purpose of obtaining or prospecting for oil, natural gas, minerals, or products of mining or quarrying; for inserting media to dispose of oil brines or to repressure oil-bearing or natural gas-bearing formation; for storing petroleum, natural gas, or other products; or for temporary dewatering of subsurface formations for mining, quarrying, or construction purposes.

(27) “Water Well Contractor” means an individual who is responsible for the construction, repair, or abandonment of a water well and who is licensed under Chapter 62-531, F.A.C., to engage in the business of construction, repair, or abandonment of wells.

(28) “Well Seal” means an approved arrangement or device to prevent contaminants from entering the well at the upper terminal.

Rulemaking Authority 373.309 FS. Law Implemented 373.303, 381.0062, 403.852 FS. History—New 8-17-74, Amended 7-16-81, Formerly 17-21.02, 17-21.020, Amended 7-30-89, 3-11-92, Formerly 17-532.200, Amended 3-28-02, 10-7-10.

62-532.300 General Provisions for Water Well Permitting and Construction.

Rulemaking Authority 373.309 FS. Law Implemented 373.043, 373.106, 373.303, 373.306, 373.309, 373.313, 373.316 FS. History—New 8-17-74, Formerly 17-21.03, 17-21.030, Amended 7-30-89, 3-11-92, Formerly 17-532.300, Repealed 12-9-96.

62-532.400 Permit for Water Well Construction, Repair, or Abandonment.

(1) After the effective date upon which a district implements a permit system pursuant to Chapter 373, Part III, F.S., a permit

shall be required before beginning construction, repair, or abandonment of any water well within such area. The permit shall be obtained from the permitting authority by making written application on Form Number 62-532.900(1), State of Florida Permit Application to Construct, Repair, Modify, or Abandon A Well, adopted and incorporated herein, and available as described in Rule 62-532.900, F.A.C. The application shall be made and submitted to the permitting authority by the owner or by the water well contractor on behalf of the owner. Any required fee shall be submitted with the permit application.

(2) Permit issuance shall require that:

(a) The application is in the proper form and contains the required information; provided that the proposed construction, repair, or abandonment will not violate applicable laws, rules, or orders of the permitting authority.

(b) Additional information shall be required by the permitting authority if needed to assess site specific conditions. Such information includes geophysical logs, geologic samples and logs, and well pumping tests.

(3) Receipt of the permit by the applicant shall constitute permission to begin well construction, repair, or abandonment.

(4) The permit shall be available for inspection at the site of the well during construction, repair, or abandonment of the well.

(5) Any permittee who desires to change the location of a well before the start of construction or before construction is completed shall apply to the permitting authority for an amendment to the well construction permit. When a permit fee was required to obtain the original permit no additional fee shall be charged to amend the permit. As a condition to approving an amended permit, the permitting authority shall require the sealing or plugging of any incomplete well.

(6) Each permit shall be valid for a period of one year. In the event construction, repair, or abandonment is not completed within that time, the permitting authority shall extend the time limit upon written request by the permittee or require the applicant to obtain a new permit before continuing construction, repair, or abandonment of a water well.

(7) Water wells shall be located to comply with the setback distances in Table I at the end of this chapter.

(8) A drinking water supply well installed by an installation used to serve that installation's operation is exempt from meeting the 500-foot setback distance from on-site slow rate and rapid rate land application flow systems, domestic wastewater residuals land application, phosphogypsum stack systems, and solid waste disposal facilities if reasonable assurance is provided by the installation owner that the ground water and drinking water source are protected. Reasonable assurance shall be demonstrated if:

(a) The planned withdrawal from the drinking water supply well will not cause the discharge from the operation to be captured by the well, or

(b) The drinking water supply well is withdrawing from a confined aquifer, or

(c) Additional monitoring of the ground water and the drinking water is provided to ensure that contaminants are not reaching the drinking water supply well and a commitment is made to treat the drinking water supply if a contaminant is detected or to provide an alternate drinking water supply, and

(d) The setback distances from sanitary hazards as provided in Table I shall apply.

Rulemaking Authority 373.309 FS. Law Implemented 373.306, 373.308, 373.309, 373.316, 403.862 FS. History—New 8-17-74, Amended 9-10-78, Formerly 17-21.04, 17-21.040, Amended 7-30-89, 3-11-92, Formerly 17-532.400, Amended 3-28-02, 10-7-10.

62-532.410 Water Well Completion Report.

Within 30 days after completion of the construction, repair, or abandonment of any water well, a written report shall be filed with the permitting authority on Form Number 62-532.900(2), State of Florida Well Completion Report, adopted and incorporated herein, and available as described in Rule 62-532.900, F.A.C.

Rulemaking Authority 373.309 FS. Law Implemented 373.309 FS. History—New 8-17-74, Formerly 17-21.05, 17-21.050, Amended 7-30-89, Formerly 17-532.410, Amended 10-7-10.

62-532.420 Emergency Water Well Permits.

(1) Permission to begin construction, repair, or abandonment of any well may be applied for by telephone when emergency conditions exist that justify such a request. The permitting authority shall grant an emergency permit to avert an imminent and substantial danger to the public health, safety, or welfare.

(2) The applicant for an emergency permit shall reduce his application to writing in accordance with the provisions of Rule 62-532.400, F.A.C., and submit it within ten days. All other provisions of this chapter shall remain applicable.

Rulemaking Authority 373.309 FS. Law Implemented 373.306, 373.309, 373.313, 373.326 FS. History—New 8-17-74, Formerly 17-21.06, 17-

21.060, Amended 7-30-89, Formerly 17-532.420, Amended 10-7-10.

62-532.430 Intent to Deny a Water Well Construction Permit.

(1) The permitting authority shall issue an intent to deny whenever it determines that an application for a permit under Rule 62-532.400, F.A.C., fails to meet the requirements of Chapter 373, F.S., or any rule, order, or standard adopted pursuant thereto, or that the proposed well will be harmful to the water resources of the State.

(2) The intent to deny shall:

(a) State the grounds for denial, and

(b) Be served in writing upon the owner and user by registered or certified mail.

(3) Any person receiving an intent to deny may petition for hearing by filing a written petition with the permitting authority within 30 days of the receipt of the intent. The hearing shall be conducted pursuant to Chapter 120, F.S.

Rulemaking Authority 373.309 FS. Law Implemented 373.306, 373.309, 373.313, 373.333, 373.342 FS. History—New 8-17-74, Formerly 17-21.07, 17-21.070, Amended 7-30-89, Formerly 17-532.430.

62-532.440 Abandonment of Water Wells.

Rulemaking Authority 373.309 FS. Law Implemented 373.306, 373.309, 373.313, 373.316, 373.333 FS. History—New 8-17-74, Formerly 17-21.09, 17-21.090, Amended 7-30-89, Formerly 17-532.440, Repealed 10-7-10.

62-532.500 Water Well Construction Standards.

The following minimum standards shall apply to the construction, repair, and abandonment of water wells in the State unless exempted by a water management district rule with the concurrence of the Department. Operation requirements for public water systems are included in Chapter 62-555, F.A.C., and operation requirements for limited use public water systems, multifamily water systems, and private water systems are included in Chapter 64E-8, F.A.C.

(1) Well Casing, Liner Pipe, Coupling, and Well Screen Requirements.

(a) Well casing, liner pipe, coupling, and well screen shall be new or in like new condition. Such well casing, liner pipe, coupling, or well screen shall not be used unless free of breaks, corrosion and dents, is straight and true, and not out of round. Welded or seamless black or galvanized steel pipe or casing, or stainless steel pipe or casing, or approved types of nonmetallic pipe shall be used for well casing or liner pipe. All well casing shall conform to one of the following standards: American Society for Testing and Materials (ASTM) A53/A53M-99b (1999), A135-01 (2001), A252-98 (1998), A589-96 (1996), or American Petroleum Institute (API) 5L-2000 (2000). Well casing that conforms to any of the aforementioned ASTM or API standards shall also conform to the 2000 American National Standard Institute for Welded and Seamless Wrought Steel Pipe (ANSI/ASME B36.10M-2000). All well casing shall be stenciled with the applicable standard, or proper documentation of manufacturer specifications must be supplied to the permitting authority upon request. Copies of these standards may be obtained from the American Society for Testing and Materials, 100 Barr Harbor Drive, P. O. Box C700, West Conshohocken, PA 19428-2959; the American Petroleum Institute, 1220 L Street NW, Washington, DC 20005-4070; and the American National Standards Institute, 1819 L Street NW, Washington, DC 20036, respectively.

(b) Black or galvanized steel casing installed by driving shall not have less than the dimensions and weights specified below.

Nominal Size (in.)	Outside Diameter (in.)	Wall Thickness (in.)	Plain End Weight (lbs./ft.)
1.25	1.660	.140	2.27
1.5	1.900	.145	2.72
2	2.375	.154	3.65
3	3.5	.216	7.58
3.5	4.000	.226	9.11
4	4.5	.237	10.79
5	5.563	.258	14.62
6	6.625	.280	18.97

8	8.625	.277	24.70
10	10.750	.307	34.24
12	12.750	.330	43.77
14-30		.375	
more than 30		.500	

Note: A 4 inch nominal size casing with a wall thickness of .188 inches and a plain end weight of 8.66 pounds/foot may be used if it conforms to standard API 5L-2000, Grade B, 60 KSI tensile strength. Other casing that meets these minimum tensile strength standards shall be acceptable. For example, A53/A53M-99b, Grade B, may also be substituted.

(c) Black or galvanized steel casing or liner pipe set into place without driving shall not have less than the dimensions and weights specified below.

Nominal Size (in.)	Outside Diameter (in.)	Wall Thickness (in.)	Plain End Weight (lbs./ft.)
1.25	1.660	.140	2.27
1.5	1.900	.145	2.72
2	2.375	.154	3.65
2.5	2.875	.203	5.79
3	3.500	.188	6.65
3.5	4.000	.188	7.65
4	4.500	.188	8.66
5	5.500	.188	10.79
6	6.625	.188	12.92
8	8.625	.188	16.94
10-16		.250	
>16		.375	

(d) Stainless steel pipe used for casing or liner pipe shall be Schedule 10S of the American National Standards Institute (ANSI/ASME B36.19M-1985), or stronger classification.

(e) Polyvinyl Chloride (PVC) pipe may be used for well casing, liner pipe, and well screens. Any PVC pipe used for well construction or repair shall at a minimum meet the specifications for Schedule 40 or Standard Dimension Ratio (SDR) 21. The appropriate water management district shall require the use of stronger PVC casing if necessary to protect the integrity of the well.

(f) The Department shall approve a well casing or liner pipe not otherwise specified in paragraphs 62-532.500(1)(a) through (e), F.A.C., if the applicant makes a showing, certified by a professional engineer, to justify that such use would provide an equivalent material strength and durability. The following material has been approved pursuant to this procedure: DNS Well-Cor, Allied Tube and Conduit, A Division of Grinnel Corporation, 1440 Massaro Boulevard, Tampa, Florida, 33619.

Nominal Size (in.)	Outside Diameter (in.)	Wall Thickness (in.)
1.25	1.638	.085
2	2.360	.095
4	4.466	.150

(g) Well casing, liner pipe, coupling, and well screens used for potable water well construction or repair shall conform to 2008 NSF International Standard/American National Standard NSF/ANSI 14-2008e, Plastics Piping System Components and Related Materials, or NSF International Standard/American National Standard NSF/ANSI 61-2008, Drinking Water System Components – Health Effects, both of which are adopted and incorporated by reference herein. Copies of these copyrighted standards may be obtained from NSF International, P. O. Box 130140, Ann Arbor, MI 48113-0140.

(h) Steel well casing and liner pipe shall be joined in a watertight manner by threaded couplings, electrical welding methods, or other methods approved by the appropriate water management district which provide equivalent protection. PVC pipe shall be joined by solvent bonded couplings, threaded couplings, heat welding, or other methods approved by the appropriate water

management district which provide equivalent protection.

(i) Nonmetallic and stainless steel well casing or liner pipe shall not be installed by driving unless prior approval is obtained from the appropriate water management district based on a demonstration that the integrity of the well casing or liner pipe will be maintained. For well casing or liner pipe installed by driving, the casing or pipe shall not butt together inside threaded couplings unless the joint is electrically welded so as to be completely watertight. A drive shoe is required for use on casing or pipe installed by driving unless prior approval is obtained from the appropriate water management district based on a demonstration that a drive shoe is not necessary to maintain the integrity of the casing or pipe.

(2) Geothermal well heat exchanger pipe and fitting materials shall meet the standards and specifications in the document Closed-Loop/Geothermal Heat Pump Systems Design and Installation Standards, Revised Edition 2008, published by the International Ground Source Heat Pump Association, Oklahoma State University, which is adopted and incorporated by reference herein. In addition, the reference Closed-Loop/Ground-Source Heat Pump Systems Installation Guide, 1988, Oklahoma State University, is excellent and is included here as a guidance document. Copies of all of these references may be obtained from the International Ground Source Heat Pump Association, Oklahoma State University, 374 Cordell South, Stillwater, OK 74078-8018.

(a) All geothermal well heat exchanger pipe and fitting materials shall be stenciled with the applicable standard, or proper documentation of manufacturer specifications must be supplied to the permitting authority upon request.

(b) The Department or the permitting authority shall approve geothermal well heat exchanger pipe and fitting materials not meeting the standards and specifications in the document adopted in subsection 62-532.500(2), F.A.C., if the applicant makes a showing, certified by a professional engineer, to justify that such use would provide an equivalent material strength and durability.

(3) Well Construction Criteria.

(a) Well casings, which are seated into unconsolidated earth material, shall extend from the upper terminus of the well to the well screen. The well screen shall be attached to the casing with a watertight seal.

(b) Well casings that are seated into a rock layer or other consolidated earth material, shall be continuous and shall extend from the upper terminus of the well to no less than the top of the uppermost consolidated unit. Wells constructed of telescoping casings shall be considered as a continuous casing provided the grout requirements are met. The lower terminus of the well casing shall extend to or below the water level of the aquifer intended to supply water to the well or receive fluids from the well. In addition, all caving zones below the uppermost consolidated unit shall be cased.

(c) Geothermal wells shall be grouted in accordance with subparagraph 62-532.500(3)(i)6., F.A.C.

(d) For public water system wells using telescoped casing, the casing shall be overlapped by not less than 20 feet when increases or reductions occur in casing size, unless another footage is approved by the appropriate water management district or permitting authority. Not less than two centralizing spacers shall be used in the overlapped sections, and the annular space in the overlapped sections shall be completely sealed with cement grout.

(e) Prevention of Interchange of Water and Loss of Artesian Pressure. All water wells shall be properly designed and constructed to prevent an interchange of water between water bearing zones that may result in deterioration of the quality of water in one or more water bearing zones, or will result in a loss of artesian pressure. If a well cannot be properly completed to prevent such an unauthorized interchange of water between water bearing zones or to prevent a loss of artesian pressure, the well shall be abandoned and plugged in accordance with this chapter or other directions from the permitting authority, which are appropriate for the hydrogeologic conditions encountered.

(f) In the construction, repair, or abandonment of a water well, caution shall be taken to maintain the work site so as to minimize the potential entrance of contaminants into the bore hole and the ground water resource.

(g) Only water from a potable water source shall be used in the construction, repair or abandonment of a water well, including water for cleaning of well materials, drilling equipment, and water used to mix drilling fluids.

(h) Use of Explosives. The use of dynamite or other high-grade explosives in the construction or repair of water wells is prohibited.

(i) Grouting and Sealing.

1. All well casings seated into a consolidated formation shall be seated or sealed with neat cement grout.

2. Except as provided in 3. below, wells with driven casing into natural earth or a bore hole equal to or smaller in diameter than the outside diameter of the casing shall be sealed by adding dry bentonite to the casing string at land surface and allowing that material to be carried down the outside of the casing as the casing is driven to completion. Dry bentonite shall be applied to maintain a grout seal around the casing.

3. In the construction of water wells with driven casing, for limited use commercial public water systems, limited use community public water systems, public water systems, potable water wells permitted pursuant to Chapter 62-524, F.A.C., and water wells serving bottled water plants, the minimum acceptable seal shall be accomplished by undercutting or under-reaming the last five feet of the hole before seating the casing. A minimum of one foot of such enlarged hole must be into the consolidated formation in which the casing will be seated. The entire enlarged portion of the hole shall be filled with cement grout, and then the casing shall be driven through the cement grout and seated into the enlarged one-foot portion of the consolidated formation. The uppermost 20 feet of casing shall be sealed with no less than a two-inch nominal thickness of cement grout. No other minimum seal shall be acceptable unless approved by the appropriate water management district or delegated permitting authority as providing equivalent protection to the resource.

4. For any part of a well casing with an outside diameter of four inches or larger intended to be installed in a bore hole which is larger in diameter than the inside diameter of the casing, the annular space shall be filled from bottom to top with not less than a nominal two-inch thickness of neat cement grout. For well casings with an outside diameter of less than four inches, intended to be installed in a bore hole which is larger in diameter than the inside diameter of the casing, the minimum grout thickness shall be a nominal one inch thickness of neat cement grout. The casing shall be centered in the bore hole prior to grouting. In those cases where, during grouting operations, circulation of the grout is lost so that the annular space being grouted cannot be filled in one continuous operation, a tremie pipe shall be installed in the annular space to a point immediately above the zone of lost circulation and the annulus shall be bridged at that point by sand or other approved material introduced through the pipe. Grouting of the annular space shall be completed using the tremie pipe or other equivalent method approved by the permitting authority.

5. Any district may grant individual exceptions or, with the concurrence of the Department, may exempt any areas of that district from the requirements of cement grouting the annular space between the well casing and bore hole wall of that part of a well which penetrates an unconsolidated formation upon demonstration that:

a. The unconsolidated formation material is of such a caving nature that upon stopping the circulation of drilling fluid through the well the aquifer material will immediately cave into and fill up the annular space between the well casing and bore hole wall.

b. A flow space is not created by such construction that will allow any movement of waters along the outside of the well casing which did not naturally occur prior to construction of the well.

6. Except as provided in subparagraph 5. above, grouting and sealing of water wells shall be accomplished by the practices and methods recommended by Appendix C of American Water Works Association (AWWA) Standard A100-97 (1997), AWWA Standard for Water Wells, and grouting and sealing of geothermal wells shall be accomplished by the practices and methods recommended by the Vertical Geothermal Heat Pump Systems Engineering Design and Field Procedures Manual, published by the International Ground Source Heat Pump Association, First Edition 2000, Oklahoma State University, which are adopted and incorporated by reference herein. Copies of these recommended practices and methods may be obtained from the American Water Works Association, 6666 West Quincy Avenue, Denver, CO 80235; and the International Ground Source Heat Pump Association, Oklahoma State University, 374 Cordell South, Stillwater, OK 74078-8018, respectively.

7. Alternate grouting methods and materials providing equivalent protection shall be approved in writing by the permitting authority. Alternatives to the grouting methods described in subparagraphs 1.-6. above, must be requested for use from the permitting authority as part of the construction permit application, or once construction begins only in situations where the methods in the rules are not working. In either situation, a detailed explanation of what and why alternate methods are requested must be provided. Alternate grout materials (other than neat cement grout) must be requested in the construction permit application, or once construction begins only when neat cement grout is not providing or will not provide as good a seal as the alternate materials.

(4) Top of the Well.

(a) Well Covers.

1. Whenever there is an interruption in work on the well, such as overnight shutdown, the well opening shall be sealed with a tamper resistant cover.

2. Except for those areas of a district designated by the Department with the concurrence of the permitting authority, any well in which pumping equipment is installed seasonally or periodically shall, whenever pumping equipment is not installed, be capped with steel or reinforced concrete cover, or valve.

3. Any cased well equipped with permanently installed pumping equipment shall have that pumping equipment and any necessary piping installed through a well seal.

4. Any unused well shall be capped in a watertight manner with a threaded, welded, or bolted cover or valve.

(b) Upper Terminus.

1. At the time of well construction, all wells shall be accessible at the upper terminus of the well casing for inspection, servicing, and testing.

2. For private and multi-family water system wells and irrigation wells, the upper terminus of the well casing shall project at least 12 inches above finished grade. Where a potential physical structure or traffic hazard may be present or where a potential public health threat exists, the upper well casing terminus may be placed in an appropriate enclosure terminating at finished grade. The enclosure shall be designed to allow vertical access to the upper well casing terminus for maintenance and inspection and provide for gravity drainage of the enclosure. The upper well casing terminus shall be constructed to a point 18 inches or less below finished grade. The upper well casing terminus shall be sealed with a water tight seal to prevent the entrance of surface water and contaminants into the well.

3. For limited use commercial public water system wells and limited use community public water system wells constructed on or after April 1, 2002, the upper terminus of the well casing shall project at least 12 inches above the concrete apron around the well.

4. For public water system wells constructed on or after April 1, 2002, the upper terminus of the well casing shall project at least 12 inches above the pump house floor, pump pit floor, or concrete apron around the well.

5. For public water system wells, limited use commercial public water system wells, and limited use community public water system wells constructed on or after April 1, 2002, located at sites subject to flooding, the upper terminus of the well casing shall project at least 12 inches above the 100-year flood elevation and 100-year wave-action elevation. Where it is not practicable to comply with this requirement, the water management district or delegated permitting authority shall allow exceptions on a case-by-case basis provided the upper terminus of the well casing is fitted with a watertight seal.

6. Public water system wells, limited use commercial public water system wells, and limited use community public water system wells, shall be equipped with a sealable opening that will allow introduction of disinfectants and measurement of static water level and drawdown or artesian pressure.

(c) Well Aprons. For public water system wells, limited use commercial public water system wells, and limited use community public water system wells constructed on or after April 1, 2002, not located within a pump house or pump pit, a concrete apron at least six feet by six feet and at least four inches thick shall be centered around the well. The bottom surface of the concrete apron shall be constructed on top of the finished grade, and the top surface of the concrete apron shall be sloped to drain away from the well casing.

(d) Flowing Wells. If the well flows at land surface, control shall be provided by valved pipe connections, watertight pump connections, or receiving reservoirs set at an altitude corresponding to the artesian head.

(5) Plugging. All abandoned wells shall be plugged by filling them from bottom to top with neat cement grout or bentonite and capped with a minimum of one foot of neat cement grout. An alternate method providing equivalent protection shall be approved in writing by the Department or the permitting authority.

Rulemaking Authority 373.309 FS. Law Implemented 373.309, 373.313, 373.316 FS. History—New 8-17-74, Formerly 17-21.10, 17-21.100, Amended 7-30-89, 3-11-92, Formerly 17-532.500, Amended 3-28-02, 10-7-10.

62-532.510 Water Well Inspections.

(1) During the construction, repair, or abandonment of any well, the Department or the permitting authority may conduct inspections as is necessary to ensure conformity with applicable standards. Duly authorized representatives of the Department or the permitting authority shall be given access, at reasonable times, to any premises for the purpose of such inspection.

(2) If during construction, repair, or abandonment, the Department or the permitting authority finds the work does not meet the requirements of rules and standards adopted pursuant to Chapter 373, F.S., the Department or the permitting authority shall give the owner and water well contractor written notice pursuant to the requirements in Section 120.60, F.S.

Rulemaking Authority 373.309 FS. Law Implemented 120.60, 373.316, 373.319, 373.323, 373.333 FS. History—New 8-17-74, Formerly 17-21.11, 17-21.110, Amended 7-30-89, Formerly 17-532.510.

62-532.600 Enforcement of Water Well Permitting and Construction Requirements.

Enforcement shall be as provided by Section 373.333, F.S.

Rulemaking Authority 373.309 FS. Law Implemented 373.129, 373.333 FS. History—New 8-17-74, Formerly 17-21.12, 17-21.120, Amended 7-30-

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89, Formerly 17-532.600.

62-532.610 Penalties for Violation of Water Well Permitting and Construction Requirements.

Penalties shall be as provided by Section 373.336, F.S.

Rulemaking Authority 373.309 FS. Law Implemented 373.336 FS. History—New 8-17-74, Formerly 17-21.13, 17-21.130, Amended 7-30-89, Formerly 17-532.610.

62-532.900 Forms

Rulemaking Authority 373.309 FS. Law Implemented 373.309, 373.313, 373.316 FS. History—New 10-7-10, Repealed 2-16-12.

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**TABLE 1
WELL SETBACK DISTANCES**

October 7, 2010

Part A Drinking Water Supply Wells Serving Public Water Systems or Bottled Water Plant Wells		
RULE	INSTALLATION	SETBACK in feet (footnote)
Reuse of Reclaimed Water and Land Application 62-610.421(3)	Slow Rate Land Application Restricted Public Access	500 (a)
62-610.521(2)	Rapid Rate Land Application	500 (b)
62-610.621(2)	Overland Flow Systems	500
62-610.621(4)	Transmission Facilities Conveying Reclaimed Water to Restricted Public Access Slow Rate Land Application Systems, Rapid Rate Land Application System, or Overland Flow Systems	100
62-610.471(1)	Public Access, Residential Irrigation, or Edible Crop Slow-rate Land Application Systems	75
62-610.471(3)	Transmission Facilities Conveying Reclaimed Water to Public Access, Residential Irrigation, or Edible Crop Slow-rate Land Application Systems	75
Domestic Wastewater Residuals 62-640.700(4)(b)	Domestic Wastewater Residuals Land Application Areas	500
Phosphogypsum Management 62-673.340(2)(d)	Phosphogypsum Stack Systems	500 (c)
Storage Tank Systems 62-761.500(1)(a) and 62-762.501(1)(a)	Aboveground or Underground Storage Tanks	100
Solid Waste Management Facilities 62-701.300(2)(b)	Solid Waste Disposal Facilities	500
62-701.300(12)(a)	Yard Trash Disposal, Storage, or Processing	200
62-701.300(13)	Storage or Treatment of Solid Waste in Tanks	100
Permitting and Construction of Public Water Systems 62-555.312(1)	Onsite Sewage Treatment and Disposal Systems	200 (d), 100 (e)
Public Water Systems 62-555.312(3)	Sanitary Hazard as defined in Chapter 62-550, F.A.C., for drinking water supply wells serving public water systems	100 (f), 50 (g)
Feedlot and Dairy Wastewater Treatment and Management Requirements 62-670.500(6)(a)	Dairy Farm Waste - Unlined Storage and Treatment, or High Intensity Areas	300
62-670.500(6)(b)	Dairy Farm Waste - Land Application	200

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Part B Drinking Water Supply Wells Serving Limited Use Commercial Public Water Systems and Limited Use Community Public Water Systems		
RULE	INSTALLATION	SETBACK in feet (footnote)
Reuse of Reclaimed Water and Land Application 62-610.421(3)	Slow Rate Land Application Restricted Public Access	500 (a)
62-610.521(2)	Rapid Rate Land Application	500 (b)
62-610.621(2)	Overland Flow Systems	100
62-610.621(4)	Transmission Facilities Conveying Reclaimed Water to Restricted Public Access Slow Rate Land Application Systems, Rapid Rate Land Application System, or Overland Flow Systems	100
62-610.471(1)	Public Access, Residential Irrigation, or Edible Crop Slow-rate Land Application Systems	75
62-610.471(3)	Transmission Facilities Conveying Reclaimed Water to Public Access, Residential Irrigation, or Edible Crop Slow-rate Land Application Systems	75
Domestic Wastewater Residuals 62-640.700(4)(b)	Domestic Wastewater Residuals Land Application Areas	500
Phosphogypsum Management 62-673.340(2)(d)	Phosphogypsum Stack Systems	500 (c)
Storage Tank Systems 62-761.500(1)(a) and 62-762.501(1)(a)	Aboveground or Underground Storage Tanks	100
Solid Waste Management Facilities 62-701.300(2)(b)	Solid Waste Disposal Facilities	500
62-701.300(12)(a)	Yard Trash Disposal, Storage, or Processing (no setback required for on-site water wells)	100
62-701.300(13)	Storage or Treatment of Solid Waste in Tanks	100
Drinking Water Systems 64E-8.002(2)	Onsite Sewage Treatment and Disposal Systems	200 (d), 100 (e)
	Sanitary Hazard	100 (f), (g)
Feedlot and Dairy Wastewater Treatment and Management Requirements 62-670.500(6)(b)	Dairy Farm Waste -- Unlined Storage and Treatment, or High Intensity Areas	300
62-670.500(6)a)	Dairy Farm Waste -- Land Application	200

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Part C Private Wells Multifamily Wells		
RULE	INSTALLATION	SETBACK in feet (footnote)
Reuse of Reclaimed Water and Land Application 62-610.421(3)	Slow Rate Land Application Restricted Public Access	500 (a)
62-610.521(2)	Rapid Rate Land Application	500 (b)
62-610.621(2)	Overland Flow Systems	100
62-610.471(1)	Public Access, Residential Irrigation, or Edible Crop Slow-rate Land Application Systems	75
Domestic Wastewater Residuals 62-640.700(4)(b)	Domestic Wastewater Residuals Land Application Areas	300
Storage Tank Systems 62-761.500(1)(a) and 62-762.501(1)(a)	Aboveground or Underground Storage Tanks	100
Solid Waste Management Facilities 62-701.300(2)(b)	Solid Waste Disposal Facilities	500
62-701.300(12)(a)	Yard Trash Disposal, Storage, or Processing (no set back required for on-site water wells)	100
62-701.300(13)	Storage of Treatment of Solid Waste in Tanks	100
Drinking Water Systems 64E-8.003(1)	Onsite Sewage Treatment and Disposal Systems	75
	Sanitary Hazard	75 (f), (g)
Feedlot and Dairy Wastewater Treatment and Management Requirements 62-670.500(6)(a)	Dairy Farm Waste – Unlined Storage and Treatment, or High Intensity Areas	300
62-670.500(6)(b)	Dairy Farm Waste – Land Application	200

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Part D Irrigation Wells and Geothermal Wells		
RULE	INSTALLATION	SETBACK in feet (footnote)
Standards for Onsite Sewage Treatment and Disposal Systems 64E-6.005(1)(d)	Onsite Sewage Treatment and Disposal System	50

TABLE I FOOTNOTES

(a) This distance shall be reduced to 200 feet if facility Class I reliability is provided and shall be reduced to 100 feet if both facility Class I reliability and high-level disinfection are provided.

(b) This distance shall be reduced to 200 feet if both facility Class I reliability and high-level disinfection are provided and if the applicant provides reasonable assurance that applicable water quality standards will not be violated at the point of withdrawal.

(c) This distance applies only to shallow water supply wells (i.e., potable water wells that pump from an unconfined water table aquifer).

(d) This distance applies to public drinking water supply wells that serve water systems having total sewage flows greater than 2,000 gallons per day.

(e) This distance applies to public drinking water supply wells that serve water systems having total sewage flows less than or equal to 2,000 gallons per day.

(f) This distance applies to sanitary hazards that pose a potentially high risk to ground water quality and public health as defined in subsection 62-555.312(3), F.A.C. The following examples are of sanitary hazards that pose a potentially high risk: active or abandoned mines; airplane or train fueling or maintenance areas at airports and railroad yards; concentrated aquatic animal production facilities; domestic wastewater collection/transmission systems; drainage or injection wells, oil or gas production wells, and improperly constructed or abandoned wells (i.e., wells not constructed or abandoned in accordance with Chapter 62-532, F.A.C.); fertilizer, herbicide, or pesticide storage areas at agricultural sites, golf courses, nurseries, and parks; graveyards; impoundments and tanks that process, store, or treat domestic wastewater, domestic wastewater residuals, or industrial fluids or waste and that are not regulated under Rule 62-670.500, F.A.C.; industrial waste land application areas other than those regulated under Rule 62-670.500, F.A.C.; junkyards and salvage or scrap yards; pastures with more than five grazing animals per acre; cattle dip vats; pipelines conveying petroleum products, chemicals, or industrial fluids or wastes; and underground storage tanks that are not regulated under Chapter 62-761, F.A.C., but are used for bulk storage of a liquid pollutant or hazardous substance (as defined in Chapter 62-761, F.A.C.) other than sodium hypochlorite solution.

(g) This distance applies to sanitary hazards that pose a potentially moderate risk to ground water quality and public health as defined in subsection 62-555.312(3), F.A.C. The following examples are of sanitary hazards that pose a moderate risk: aboveground storage tanks that are not regulated under Chapter 62-762, F.A.C., but are used for bulk storage of a liquid pollutant or hazardous substance (as defined in Chapter 62-762, F.A.C.) other than sodium hypochlorite solution; fertilizer, herbicide, or pesticide application areas that are not under the ownership or control of the supplier of water at agricultural sites, golf courses, nurseries, and parks; railroad tracks; stormwater detention or retention basins; and surface water (the surface water setback does not apply to multi-family and private wells).

Exhibit E - GRANT CLAUSES**CONTRACT# ENG/250268**

All references below to "AGENCY" refer to the City of Ocala.

NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

FLOW DOWN. The No Obligation clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

No Federal Government Obligation to Third Parties. The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FEDERAL GRANTING AGENCY. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31

FLOW DOWN. The Program Fraud clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and federal regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FEDERAL GRANTING AGENCY assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FEDERAL GRANTING AGENCY under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FEDERAL GRANTING AGENCY. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Exhibit E - GRANT CLAUSES**CONTRACT# ENG/250268****ACCESS TO RECORDS AND REPORTS**

49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633

FLOW DOWN. The record keeping and access requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Access to Records and Reports.

- A. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- B. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. **Access to Records.** The Contractor agrees to provide sufficient access to FEDERAL GRANTING AGENCY and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- D. **Access to the Sites of Performance.** The Contractor agrees to permit FEDERAL GRANTING AGENCY and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

49 CFR Part 18

FLOW DOWN. The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes. Contractor shall at all times comply with all applicable FEDERAL GRANTING AGENCY regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FEDERAL GRANTING AGENCY, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

TERMINATION

2 C.F.R. § 200.339; 2 C.F.R. part 200, Appendix II (B)

FLOW DOWN. For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Termination for Convenience (General Provision). The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid

Exhibit E - GRANT CLAUSES**CONTRACT# ENG/250268**

the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

Termination for Convenience or Default (Cost-Type Contracts). The AGENCY may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of AGENCY or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the Contractor by the AGENCY. If the termination is for default, the AGENCY may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the AGENCY and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of AGENCY, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the AGENCY determines that the Contractor has an excusable reason for not performing, the AGENCY, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Termination for Default [Breach or Cause] (General Provision). If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Termination for Default (Supplies and Service). If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

Waiver of Remedies for any Breach. In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Exhibit E - GRANT CLAUSES**CONTRACT# ENG/250268**

Opportunity to Cure (General Provision). The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

CIVIL RIGHTS LAWS AND REGULATIONS

FLOW DOWN. The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Civil Rights and Equal Opportunity. The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FEDERAL GRANTING AGENCY to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FEDERAL GRANTING AGENCY may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FEDERAL GRANTING AGENCY may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," and 45 C.F.R. part 90, the Contractor agrees to refrain from

Exhibit E - GRANT CLAUSES**CONTRACT# ENG/250268**

discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FEDERAL GRANTING AGENCY may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, and 42 U.S.C. § 4151 et seq., the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FEDERAL GRANTING AGENCY may issue.

(Applies to \$25,000+)

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180; 2 C.F.R part 1200; 2 C.F.R. § 200.213; 2 C.F.R. part 200 Appendix II (I); Executive Order 12549; Executive Order 12689

FLOW DOWN. Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Contractor shall comply and facilitate compliance with federal regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FEDERAL GRANTING AGENCY official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- A. Debarred from participation in any federally assisted Award;
- B. Suspended from participation in any federally assisted Award;
- C. Proposed for debarment from participation in any federally assisted Award;
- D. Declared ineligible to participate in any federally assisted Award;
- E. Voluntarily excluded from participation in any federally assisted Award; or
- F. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Exhibit E - GRANT CLAUSES**CONTRACT# ENG/250268***(Applies to \$250,000+)***VIOLATION AND BREACH OF CONTRACT**

2 C.F.R. § 200.326; 2 C.F.R. part 200, Appendix II (A)

FLOW DOWN. The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Rights and Remedies of the AGENCY. The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include the occurrence of any one or more of the following events:

1. Contractor fails to timely and/or properly perform any of the services set forth in the specifications of the Agreement; or
2. Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

Rights and Remedies of Contractor. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies. Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein.

The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes. The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

Exhibit E - GRANT CLAUSES**CONTRACT# ENG/250268**

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

Performance during Dispute. Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies. Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

Rights and Remedies. The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

(Applies to \$100,000+)

LOBBYING RESTRICTIONS

31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J); 49 C.F.R. part 20

FLOW DOWN. The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352(b)(5).

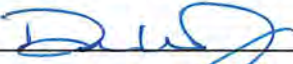
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Exhibit E - GRANT CLAUSES**CONTRACT# ENG/250268**

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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


David Webb Jr
3/11/2025

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q; 33 U.S.C. §§ 1251-1387; 2 C.F.R. part 200, Appendix II (G)

FLOW DOWN. The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FEDERAL GRANTING AGENCY; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Bidder agrees to comply with all applicable grant terms contained herein. Compliance and acceptance of these grant terms is a condition of the solicitation. Bidders must return a complete and executed **Exhibit E – Grant Clauses** with their submittal.

Company Name: Alt Webb's Enterprises, Inc Date 3/11/25


X  VP

Signer Name

Signer Title

David Webb Jr Vice President

Exhibit F - PRICE PROPOSAL**CONTRACT# ENG/250268**

	CONTRACTOR NAME	LOCATION
	All Webbs Enterprises, Inc	309 Commerce Way Jupiter, FL 33458

Well Drilling WTP No.2-Upper Aquifer Well #11 and #12

Item	Description	Unit	Qty	Unit Cost	Extended Cost
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GENERAL CONSTRUCTION

G-01	MOBILIZATION & GENERAL CONDITIONS	LS	1	\$250,000.00	\$250,000.00
G-02	BONDS	LS	1	\$20,000.00	\$20,000.00
G-10	CLEARING & GRUBBING	SY	500	\$50.00	\$25,000.00

GENERAL CONSTRUCTION SUB-TOTAL: \$295,000.00**UPPER FLORIDAN WELL DRILLING #11**

W-103-11	DRILL 40" HOLE to 60'	LF	60	\$600.00	\$36,000.00
W-104-11	FURNISH & INSTALL 34" CASING	LF	60	\$650.00	\$39,000.00
W-105-11	GROUTING OF 34" CASING	CY	10	\$1,500.00	\$15,000.00
W-106-11	DRILL 34" HOLE to 175'	LF	115	\$500.00	\$57,500.00
W-107-11	FURNISH & INSTALL 24" CASING	LF	178	\$450.00	\$80,100.00
W-108-11	GROUTING OF 24" CASING	CY	25	\$1,500.00	\$37,500.00
W-109-11	DRILL 24" PILOT HOLE to 250'	LF	75	\$450.00	\$33,750.00
W-110-11	CAVITY FILLING	CY	100	\$250.00	\$25,000.00
W-111-11	WELL FLOW TESTING	LS	1	\$30,000.00	\$30,000.00
W-112-11	GEOLOGICAL LOGGING / BACTERIA TESTING	LS	1	\$40,000.00	\$40,000.00

UPPER FLORIDAN WELL DRILLING #11 SUB-TOTAL: \$393,850.00**UPPER FLORIDAN WELL DRILLING #12**


W-103-12	DRILL 40" HOLE to 60'	LF	60	\$600.00	\$36,000.00
W-104-12	FURNISH & INSTALL 34" CASING	LF	60	\$650.00	\$39,000.00
W-105-12	GROUTING OF 34" CASING	CY	10	\$2,500.00	\$25,000.00
W-106-12	DRILL 34" HOLE to 175'	LF	115	\$500.00	\$57,500.00
W-107-12	FURNISH & INSTALL 24" CASING	LF	178	\$450.00	\$80,100.00
W-108-12	GROUTING OF 24" CASING	CY	25	\$2,500.00	\$62,500.00
W-109-12	DRILL 24" PILOT HOLE to 250'	LF	75	\$450.00	\$33,750.00
W-110-12	CAVITY FILLING	CY	100	\$250.00	\$25,000.00
W-111-12	WELL FLOW TESTING	LS	1	\$30,000.00	\$30,000.00
W-112-12	GEOLOGICAL LOGGING / BACTERIA TESTING	LS	1	\$40,000.00	\$40,000.00

UPPER FLORIDAN WELL DRILLING #12 SUB-TOTAL: \$428,850.00

GENERAL CONSTRUCTION	\$295,000.00
UPPER FLORIDAN WELL DRILLING #11	\$393,850.00
UPPER FLORIDAN WELL DRILLING #12	\$428,850.00

TOTAL AMOUNT \$1,117,700.00

Exhibit F - PRICE PROPOSAL**CONTRACT# ENG/250268**

	CONTRACTOR NAME	LOCATION
	All Webbs Enterprises, Inc	309 Commerce Way Jupiter, FL 33458

Well Drilling WTP No.2-Upper Aquifer Well #11 and #12

Item	Description	Unit	Qty	Unit Cost	Extended Cost
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BID ALTERNATES

Item	Description	Unit	Qty	Unit Cost	Extended Cost
A-1	WELL ABANDONMENT & GROUT FILL, LFA MW-1	LS	1	\$30,000.00	\$30,000.00
A-2	WELL ABANDONMENT & GROUT FILL, MCU MW-1	LS	1	\$30,000.00	\$30,000.00
A-3	WELL ABANDONMENT & GROUT FILL, MCU MW-1a	LS	1	\$30,000.00	\$30,000.00
A-4	WELL ABANDONMENT & GROUT FILL, MCU MW-1b	LS	1	\$30,000.00	\$30,000.00
A-5	WELL ABANDONMENT & GROUT FILL, LFA MW-2	LS	1	\$30,000.00	\$30,000.00
A-6	WELL ABANDONMENT & GROUT FILL, UFA MW-2	LS	1	\$30,000.00	\$30,000.00
A-7	WELL ABANDONMENT & GROUT FILL, UFA MW-2a	LS	1	\$30,000.00	\$30,000.00
A-8	WELL ABANDONMENT & GROUT FILL, UFA MW-2b	LS	1	\$30,000.00	\$30,000.00
A-9	LFA WELL #7 MODIFICATIONS	LS	1	\$10,000.00	\$10,000.00

BID ALTERNATES SUB-TOTAL: \$250,000.00**GRAND TOTAL: \$1,367,700.00**

**Exhibit G - Executed Cost-Share
Grant Agreement**

CONTRACT# WRS/210777

Contract # 37150

**COST-SHARE AGREEMENT
BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CITY OF OCALA**

THIS AGREEMENT ("Agreement") is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF OCALA. ("Recipient"), 1805 NE 30TH Avenue Building 600 Ocala, Florida 34470. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District 2021-2022 cost-share funding program is designed to fund the construction of local stormwater management and alternative water supply projects as well as conservation implementation projects. Its goals are to contribute to: (1) reduction in water demand through indoor and outdoor conservation measures; (2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; (3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and (4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District's core mission focus.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District's missions and initiatives.

At its May 11, 2021 meeting, the Governing Board selected Recipient's proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the "Project"):

City of Ocala – Lower Floridan Aquifer Conversion Phase 3

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A — Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. TERM; WITHDRAWAL OF OFFER

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until September 30, 2023. ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the

**Exhibit G - Executed Cost-Share
Grant Agreement**

CONTRACT# WRS/210777

Contract # 37150

essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before March 31, 2023. Timely requests to extend, for longer than three months, the Completion Date of the Agreement for projects whose District contribution exceeds \$100,000 may only be approved by the District's Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).

- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 90 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. Request for extension of time after the 90 days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
 - (c) If the construction project, or the conservation project, which is eligible for District reimbursement, does not begin before October 1, 2021, the cost-share agreement will be subject to termination and the funds subject to reallocation.
2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.
3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.
4. **AMOUNT OF FUNDING**
- (a) For satisfactory completion of the Project, the District shall pay Recipient 25% percent of the total Project cost, but in no event shall the District cost-share exceed \$1,102,850. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
 - (b) "Construction cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, permitting, and solicitation costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.
 - (c) Cooperative funding shall not be provided for expenses incurred after the Completion Date.

**Exhibit G - Executed Cost-Share
Grant Agreement**

CONTRACT# WRS/210777

Contract # 37150

5. PAYMENT OF INVOICES

- (a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for 100 % of approved cost or the not-to-exceed sum \$1,102,850. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 31. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 31, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form); (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work) (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
- (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be

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considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

- (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in §768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations. If Florida Department of Environmental Protection ("FDEP") funds will be used to fund all or a portion of the Agreement, additional FDEP insurance requirements applicable to the Recipient are included in the insurance attachment to the Agreement.

7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. **PROJECT MANAGEMENT**

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

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DISTRICT

Patrick Burger, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
Phone: 386-329-4194
Email: pburger@sjrwmd.com

RECIPIENT

Rusella Bowes-Johnson, Project Manager
City of Ocala
1805 NE 30th Ave Bldg 600
Ocala, Florida 34470
Phone: 352-351-6772
Email: RJohnson@Ocalafl.org

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor adjustments to the Project that are consistent with the purpose of the Project. Both parties must sign the DSI. A DSI may not be used to change the District cost-share or percentage, quantity, quality or the Completion Date of the Project, or to change or modify the Agreement.

9. PROGRESS REPORTS AND PERFORMANCE MONITORING.

- (a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Manager within 15 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).
- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

- 10. **WAIVER.** The delay or failure by the District to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the District's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

11. FAILURE TO COMPLETE PROJECT

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 11(a) and 11(b) shall survive the termination or expiration of this Agreement.

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12. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the 30-day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also terminate this Agreement upon ten days' written notice in the event of any material misrepresentations in the Project Proposal.

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS (Alphabetical)

13. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.
14. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS**
- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein, including but not limited to construction materials not used in the Project; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.
15. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
16. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Recipient and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

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17. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in §112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
18. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
19. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.
20. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.**
This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Duval County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
21. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.
22. **NON-LOBBYING.** Pursuant to §216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
23. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
24. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit

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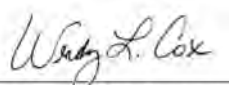
bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.


25. **PUBLIC RECORDS.** Records of City of Ocala that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If N/A receives a public records request, City of Ocala shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
26. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT


CITY OF OCALA

By: 
Amy B. Shortell, Ph.D., Executive Director, or designee
Michael A. Register, P.E.,

By: 
Justin Grabelle Council President
Typed Name and Title


Date: 1/20/22

Date: 10 / 07 / 2021

Attest: 
Angel B. Jacobs City Clerk
Typed Name and Title

Approved as to form and legality:

Attachments:
Attachment A — Statement of Work
Attachment B — Project Progress Report Form


Robert W. Batsel, Jr.
City Attorney

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**ATTACHMENT A - STATEMENT OF WORK
City of Ocala – Lower Floridan Aquifer Conversion Phase 3****I. INTRODUCTION/BACKGROUND**

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2021-2022 to develop and implement resource and water supply development projects and promote conservation. On May 11, 2021, the District's Governing Board approved funding for Cooperative Cost Share projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

The City of Ocala (Recipient) requested funding for their Lower Floridan Aquifer Conversion Phase 3 for the not to exceed amount of \$ 1,102,850, towards the estimated construction cost of \$ 4,411,400.00. This request was approved by the Governing Board. The Recipient is located in Marion County.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to construct the third of a multi-phased project to convert the City of Ocala's water supply source from the Upper Floridan to the Lower Floridan Aquifer. The estimated natural systems benefit to Silver Springs is 6.9 cubic feet per second flow increase. A secondary benefit includes an alternative water supply benefit of 3.5 Million Gallons per Day (MGD). Part of multi-year Springs Restoration funding.

III. SCOPE OF WORK

The project consists of constructing one 2,000,000-gallon storage tank, drilling an Upper Floridan aquifer well for blending with LFA well water and the purchasing a motor, pump, and control panel with variable frequency drive. The construction will be located at the City of Ocala's Water Treatment Plant #2.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District's Project Manager:

- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the match amount) to enable proper review by the District's Project Manager prior to payment authorization. Deliverables to be submitted with invoices include (as applicable):

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- Interim progress status summaries including inspections, meeting minutes and field notes and dated color photographs of the construction completed to include on-going work that represents the time-period being invoiced;
- Final invoice submittals for completed construction including inspections and dated color photographs of the construction site prior to, during and immediately following completion of the construction task;
- Construction plans, specifications, and contract documents for the site work must be made available upon request;
- Written verification that the record drawings and any required final inspection reports for the project are received;
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, an updated spend-down plan, key issues to be resolved, project construction photos with dates. Quarterly reports shall also be emailed to the District's Budget Analyst at hnbarber@sjrwmd.com.
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the task in the Task Identification section below is completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is September 30, 2023. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Construction	10/8/2021	4/8/2023

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient 25% of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$ 1,102,850. It is anticipated that the FY breakdown will be \$551,425 for FY 2022 and \$551,425 FY 2023.

Recipient shall invoice the District quarterly with appropriate documentation. The District's Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, list of addresses and types of the properties connected, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for Project construction work beginning October 1, 2021. The District will not reimburse for any expenses prior to October 1, 2021.

Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Analyst within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Analyst is hnbarber@sjrwmd.com. The Recipient shall submit a final project report within 15 days of Final Completion and acceptance by the City of Ocala detailing the Project's accomplishments and any issues resolved during the course of the work.

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Estimated Cost Schedule for Reimbursement per fiscal year (all dollar amounts are approximate and may be reallocated between the construction tasks for the two FYs).

FY22 (10/1/2021 – 9/30/2022)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Construction	\$2,205,700	\$551,425

FY23 (10/1/2022 – 9/30/2023)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Construction	\$2,205,700	\$ 551,425

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ATTACHMENT B

St. Johns River Water Management District
Project Progress Report

Date: _____
month/day/year

Report Number: _____

Contract/Project Identification

Project Name:	City of Ocala – Lower Floridan Aquifer Conversion Phase 3		
Recipient:			
SJRWMD Contract Number:		SJRWMD Project Manager:	Patrick Burger
37150		Recipient's Project Manager:	

Construction Schedule

Start Date (mm/dd/yy):	
Completion (mm/dd/yy):	

Reporting Period

Beginning Date (mm/dd/yy):	
Ending Date (mm/dd/yy):	

Budget

Total Budget:	\$		
Expended To-date:	\$		
Expended This Period:	\$		
Percent Budget Expended:			%

Duration

Planned Duration:	Weeks
Duration To-date:	Weeks
Duration This Period:	Weeks
Percent Duration Expended:	%

Anticipated Future Payment Requests:

3 Months	6 Months	9 Months	12 Months

Design/Permitting Status

--

Tasks/Milestones/Deliverables Scheduled for this Reporting Period or Within the Next 60 days:

Task Number	Tasks/Milestones/Deliverables	Start Date	Finish Date	Percent Complete	Projected Finish Date

Problems, Issues, Solutions, Anticipated deviations from schedule:

Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

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Contract # 37150

Exhibit G - Executed Cost-Share
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Audit Trail

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

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 SIGNED	09 / 16 / 2021 20:11:54 UTC-4	Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 162.212.250.197
 COMPLETED	09 / 16 / 2021 20:11:54 UTC-4	The document has been completed.







Exhibit G - Executed Cost-Share Grant Agreement



Audit Trail

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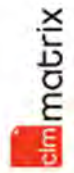


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Audit Log - Procurement Request V3 11 09 17 1638 (37150)

Date	Time	Type	User	Source	Category	Location	Message
1/20/2022	10:21:52 AM	ApprovalEvent	Register, Michael A. (Executive Director)	Person	Approved	Approved	Approved by mregister@sjrwmd.com - Comments: Approved by Register, Michael A.:
1/11/2022	8:16:34 AM	ApprovalEvent	Ashby, Sherrie (x1950)(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Register, Michael A. Comments: N/A Purpose: Governing Board approved 4/13/2021 Cost-share agreement City of Ocala – Lower Floridan Aquifer Conversion Phase 3 project. District share \$1,102,850. project total \$4,411,400. District PM Patrick Burger.
1/11/2022	8:16:05 AM	ApprovalEvent	Ashby, Sherrie (x1950)(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Register, Michael A.
1/10/2022	10:59:02 AM	ApprovalEvent	Jenkins, Dale(Director)	Person	Approved	Approved	Approved by djenkins@sjrwmd.com - Comments: Approved by Jenkins, Dale: District share is 25% of construction costs.
1/10/2022	6:59:14 AM	ApprovalEvent	Ashby, Sherrie (x1950)(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Jenkins, Dale. Comments: N/A Purpose: Governing Board approved 4/13/2021 Cost-share agreement City of Ocala – Lower Floridan Aquifer Conversion Phase 3 project. District share \$1,102,850. project total \$4,411,400. District PM Patrick Burger.
1/10/2022	6:59:12 AM	ApprovalEvent	Ashby, Sherrie (x1950)(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Jenkins, Dale
1/6/2022	2:21:46 PM	ApprovalEvent	Domnangelo, Louis(Chief)	Person	Approved	Approved	Approved by ldomnangelo@sjrwmd.com - Comments: Approved by Domnangelo, Louis:
1/6/2022	9:16:34 AM	ApprovalEvent	Ashby, Sherrie (x1950)(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Domnangelo, Louis. Comments: N/A Purpose: Governing Board approved 4/13/2021 Cost-share agreement City of Ocala – Lower Floridan Aquifer Conversion Phase 3 project. District share \$1,102,850. project total \$4,411,400. District PM Patrick Burger.
1/6/2022	9:16:33 AM	ApprovalEvent	Ashby, Sherrie (x1950)(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Domnangelo, Louis



Exhibit G - Executed Cost-Share Grant Agreement

1/6/2022	9:15:18 AM	ApprovalEvent	Ashby, Sherrie (x1950)/(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Domangelo, Louis. Comments: N/A Purpose: Governing Board approved 4/13/2021 Cost-share agreement City of Ocala – Lower Floridan Aquifer Conversion Phase 3 project. District share \$2,205,700 project total \$4,411,400. District PM Patrick Burger.
1/6/2022	9:15:17 AM	ApprovalEvent	Ashby, Sherrie (x1950)/(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Domangelo, Louis
1/6/2022	9:14:18 AM	ApprovalEvent	Burger, Patrick(District PM)	Person	Approved	Approved	Approved by pburger@sjrwmd.com - Comments: Approved by Burger, Patrick: This is Ocala LFA Phase 3 agreement for District's 25% funding of project.
1/6/2022	9:12:32 AM	ApprovalEvent	Ashby, Sherrie (x1950)/(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Burger, Patrick. Comments: N/A Purpose: Lower Floridan Aquifer Conversion Phase 3 project. District share \$1,102,850 And project total \$4,411,400. District PM Patrick Burger.
1/6/2022	9:12:31 AM	ApprovalEvent	Ashby, Sherrie (x1950)/(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Burger, Patrick
1/6/2022	8:50:29 AM	ApprovalEvent	Ashby, Sherrie (x1950)/(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Domangelo, Louis. Comments: N/A Purpose: Governing Board approved 4/13/2021 Cost-share agreement City of Ocala – Lower Floridan Aquifer Conversion Phase 3 project. District share \$2,205,700 project total \$4,411,400. District PM Patrick Burger.
1/6/2022	8:50:28 AM	ApprovalEvent	Ashby, Sherrie (x1950)/(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Domangelo, Louis
1/6/2022	8:28:59 AM	ApprovalEvent	Burger, Patrick(District PM)	Person	Approved	Approved	Approved by pburger@sjrwmd.com - Comments: Approved by Burger, Patrick: LFA Phase 3
1/6/2022	8:27:18 AM	ApprovalEvent	Ashby, Sherrie (x1950)/(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Burger, Patrick. Comments: N/A Purpose: Governing Board approved 4/13/2021 Cost-share agreement City of Ocala – Lower Floridan Aquifer Conversion Phase 3 project. District share \$2,205,700 project total \$4,411,400. District PM Patrick Burger.



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1/6/2022	8:27:18 AM	ApprovalEvent	Ashty, Sherrie (x1950)(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Burger, Patrick
8/26/2021	11:58:45 AM	ApprovalEvent	Burger, Patrick(District PM)	Person	Approved	Approved	Approved by pburger@sjwmd.com - Comments: Approved by Burger, Patrick: Request Approval from Burger, Patrick
8/18/2021	2:58:13 PM	ApprovalEvent	Edwards, Debra (x4866)(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Burger, Patrick
8/18/2021	2:06:18 PM	ApprovalEvent	Barber, Heather (x1908)	Person	Approved	Approved	Approved by Barber, Heather (x1908) - Comments: Approved by Barber, Heather (x1908) as Delegate for Licourt, Melissa:
8/18/2021	2:06:10 PM	ApprovalEvent	Barber, Heather (x1908)(Budget Officer)	System	Workflow	Request Approval	Request Approval from Barber, Heather (x1908)
8/18/2021	2:05:57 PM	ReviewEvent	Barber, Heather (x1908)	Person	Reviewed	Reviewed	Reviewed by Barber, Heather (x1908) - Comments: Reviewed by Barber, Heather (x1908) as Delegate for Licourt, Melissa: 01-62-11-6210-8301-70117 approved for \$1,102,850. This project was approved at the April 2021 GB meeting and funding is contingent upon GB adoption of the FY 2021-22 final budget.
8/18/2021	10:38:19 AM	ReviewEvent	Burger, Patrick(District PM)	System	Workflow	Request Review	Request Review from Barber, Heather (x1908)

**Exhibit G - Executed Cost-Share
Grant Agreement**

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**AMENDMENT 1 TO THE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CITY OF OCALA
TO/FOR OCALA LFA P3**

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose mailing address is 4049 Reid Street, Palatka, Florida 32177-2571, and CITY OF OCALA ("Recipient") whose address is 1805 NE 30TH AVE, BLDG 600, OCALA, FL, 34470, and is effective on the date the last party has executed same.

PREMISES:

The parties entered into Agreement No. 37150 on January 20, 2022 for Ocala LFA P3 ("Agreement"). The parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the **mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:**

1. Paragraph 4(a) **AMOUNT OF FUNDING**, is hereby deleted in its entirety and replaced with the following:
 - (a) For satisfactory completion of the Project, the District shall pay Recipient 50% of the total estimated construction cost of the Project, but in no event shall the District cost-share exceed \$2,205,700. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in **writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.**
2. Paragraph 5(a) **PAYMENT OF INVOICES**, is hereby deleted in its entirety and replaced with the following:
 - (a) Recipient shall submit itemized invoices as per the Statement of Work, **Attachment A** for reimbursable expenses by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River **Water Management District**, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. The invoices shall be **submitted in detail sufficient for** proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for 100% of approved cost or the not-to-exceed sum of \$2,205,700, whichever is less. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, **if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.**
3. Paragraph 5(d) **PAYMENT OF INVOICES**, is hereby deleted in its entirety and replaced with the following:
 - (d) **Required Information.** All invoices shall be submitted using Attachment B and shall include the following information: (1) District contract number; (2) Recipient's name and address (include remit address, if necessary); (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) **supporting documentation as to cost and/or Project completion, as per the cost schedule and other requirements of Attachment A, including receipts expenditures; in addition, see Attachment D, "CONTRACT PAYMENT REQUIREMENTS FOR STATE FUNDED COST REIMBURSEMENT CONTRACTS"**

**Exhibit G - Executed Cost-Share
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4. Paragraph 19(a-i) **FLORIDA SINGLE AUDIT ACT**, is hereby added to this Agreement as follows:
- (a) **Applicability.** The Florida Single Audit Act (FSAA), section 215.97, Fla. Stat., applies to all sub-recipients of state financial assistance, as defined in section 215.97(1)(q), Fla. Stat., awarded by the District through a project or program that is funded, in whole or in part, through state financial assistance to the District. In the event Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, Fla. Stat.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, Recipient shall consider all sources of state financial assistance, including state financial assistance received from the District, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. Recipient is solely responsible for complying with the FSAA.
 - (b) **Program Information** This Agreement involves the disbursement of state funding by DEP in the amount of \$1,102,850.00. Funding is provided under the State of Florida Alternative Water Supplies Program. The Florida Catalog of State Financial Assistance (CSFA) number for this program is CSFA No. 37.100. The District is providing funding in the amount of \$1,102,850.00.
 - (c) **Additional Information.** For information regarding the state program under the above CSFA number, Recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/catalog.aspx> for assistance. The following websites may be accessed for additional information: Legislature's Website at <http://www.leg.state.fl.us/>, State of Florida's website at <http://myflorida.com>, District of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.
 - (d) **Allowable Costs.** Recipient may only charge allowable costs to this Agreement, as otherwise provided herein. Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be returned to the District.
 - (e) **Audit Requirements.** Recipient shall ensure that the audit complies with the requirements of section 215.97(7), Fla. Stat. This includes submission of a financial reporting package as defined by section 215.97(2), Fla. Stat., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Statement of Work.
 - (f) **Financial Reporting.** Recipient shall provide the District with a copy of any reports, management letters, or other information required to be submitted in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable, no more than 20 days after its preparation. Recipient shall indicate the date the reporting package was delivered to Recipient in correspondence accompanying the reporting package.
This information shall be directed to: St. Johns River Water Management District, Mr. Greg Rockwell, Finance Director, Office of Financial Services, 4049 Reid Street, Palatka, FL 32177. A copy of the report shall also be provided to the Auditor General's Office at the following address: State of Florida Auditor General, Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450.

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- (g) **Monitoring.** In addition to reviews of audits conducted in accordance with section 215.97, Fla. Stat., as revised, monitoring procedures **may include, but not be limited to**, on-site visits by District staff, limited scope audits, and/or other procedures. Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the District. In the event the District **determines** that a limited scope audit of Recipient is appropriate, Recipient agrees to **comply with** any additional instructions provided by the District to Recipient regarding such audit. Recipient agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the District's Inspector General or the state Chief Financial Officer or Auditor General.
- (h) **Examination of Records.** In addition to the District's audit rights otherwise provided for herein, Recipient **shall permit** the District or its designated agent, the state awarding agency, the Department of Financial Services, the state's Chief Financial Officer and the state's Auditor General to **examine** Recipient's financial and non-financial records to the extent necessary to monitor Recipient's use of state financial assistance and to **determine** whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations, which **may include onsite visits and limited scope audits**.
- (i) **Records Retention.** Notwithstanding any other provision of this Agreement to the contrary, Recipient shall retain sufficient records demonstrating its **compliance with the terms** of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the District, or its designee, state Chief Financial Officer, or Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available for such access **for a period of three years from** the date the audit report is issued, unless extended in writing by the District.
5. Attachment A, STATEMENT OF WORK, is hereby modified as follows:
- The current** Statement of Work is hereby deleted and replaced with the Revised Statement of Work attached hereto as Attachment A.
6. All other terms and conditions of the Agreement, including any subsequent amendments, are hereby **ratified and continue in full force and effect**.

**Exhibit G - Executed Cost-Share
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IN WITNESS WHEREOF, the parties hereto have duly executed this amendment on the date set forth below.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF OCALA

By: Wendy L. Cox
Michael A. Register, P.E., Executive Director, or designee

By: Ire Bethea Sr.
Ire Bethea, Sr., City Council President

Date: 6/21/22

Date: 06 / 13 / 2022

Attest: Angel B. Jacobs
Angel B. Jacobs, City Clerk

Approved as to form and legality:

Robert W. Batsel, Jr.
Robert W. Batsel, Jr.
City Attorney

Attachments:

Attachment A – Statement of Work

Attachment B – Contract Payment Requirements for State-Funded Cost Reimbursement Contracts

**Exhibit G - Executed Cost-Share
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**ATTACHMENT A - STATEMENT OF WORK
City of Ocala – Lower Floridan Aquifer Conversion Phase 3****I. INTRODUCTION/BACKGROUND**

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2021-2022 to develop and implement resource and water supply development projects and promote conservation. On May 11, 2021, the District's Governing Board approved funding for Cooperative Cost Share projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

The City of Ocala (Recipient) requested funding for their Lower Floridan Aquifer Conversion Phase 3 for the not to exceed amount of \$ 1,102,850, towards the estimated construction cost of \$ 4,411,400.00. This request was approved by the Governing Board. The Recipient is located in Marion County.

The Florida Department of Environmental Protection (FDEP) approved funding through the Florida Springs Grant Program in the amount of \$1,102,850. This amendment increases this Cost Share Agreement by \$1,102,850 for a new not to exceed amount of \$2,205,700.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to construct the third of a multi-phased project to convert the City of Ocala's water supply source from the Upper Floridan to the Lower Floridan Aquifer. The estimated natural systems benefit to Silver Springs is 6.9 cubic feet per second flow increase. A secondary benefit includes an alternative water supply benefit of 3.5 Million Gallons per Day (MGD). Part of multi-year Springs Restoration funding.

III. SCOPE OF WORK

The project consists of constructing one 2,000,000 gallon storage tank, drilling an Upper Floridan aquifer well for blending with LFA well water and the purchasing a motor, pump, and control panel with variable frequency drive. The construction will be located at the City of Ocala's Water Treatment Plant #2.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District's Project Manager:

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- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the **match amount**) to enable proper review by the District's Project Manager **prior to payment** authorization. Deliverables to be submitted with invoices include (as applicable):
 - Interim **progress status summaries** including inspections, meeting minutes and **field notes** and dated color photographs of the construction **completed to include on-going work that represents the time-period being invoiced**;
 - Final invoice submittals for **completed construction including inspections and dated color** photographs of the construction site prior to, during and **immediately following completion** of the construction task;
 - Construction plans, specifications, and contract documents for the site work must be made available upon request;
 - Written verification that the record drawings and any required final inspection reports for the project are received;
 - Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project **completion, an updated spend-down plan**, key issues to be resolved, project construction photos with dates. Quarterly reports shall also be emailed to the District's Budget Analyst at hbarber@sjrwmd.com.
 - Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the task in the Task Identification section below is completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is September 31, 2023. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Construction	10/8/2021	4/8/2023

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient 50% of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$ 2,205,700. It is anticipated that the FY **breakdown will be \$1,102,850.00 for FY 2022 and \$1,102,850.00 FY 2023.**

Recipient shall **invoice the District quarterly with appropriate documentation**. The District's Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, list of addresses and types of the properties connected, **and other required supporting documentation** for reimbursement up to **match amount**. For in-house expenses, Recipient shall provide copies of all receipts for **materials and a system** report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient **may invoice more frequently** submitting all required documentation and include general status information. Recipient **may invoice** the District for Project construction work beginning October 1, 2021. The District will not reimburse for any expenses prior to October 1, 2021.

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Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Analyst within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Analyst is lnbarber@sjrwmd.com. The Recipient shall submit a final project report within 15 days of Final Completion and acceptance by the City of Ocala detailing the Project's accomplishments and any issues resolved during the course of the work.

Estimated Cost Schedule for Reimbursement per fiscal year (all dollar amounts are approximate and may be reallocated between the construction tasks for the two FYs).

FY22 (10/1/2021 – 9/30/2022)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Construction	\$2,205,700	\$ \$1,102,850.00

FY23 (10/1/2022 – 9/30/2023)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Construction	\$2,205,700	\$ \$1,102,850.00

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ATTACHMENT B- CONTRACT PAYMENT REQUIREMENTS FOR STATE-FUNDED COST REIMBURSEMENT CONTRACTS

Invoices for state-funded cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed, indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation shall clearly reflect the dates of service. Only expenditures for categories in the approved contract budget will be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements by cost category:

<u>Salaries:</u>	Submit a payroll register or similar documentation showing gross salary charges, fringe benefits, other deductions, and net pay. If an individual is paid by the hour, a document reflecting the hours worked times the rate of pay is acceptable.
<u>Fringe Benefits:</u>	Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage, rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
<u>Exception:</u>	Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
<u>Travel:</u>	Reimbursement for travel must be in accordance with §112.061, Fla. Stat., which includes submission of the claim on the approved State of Florida (State) or District travel voucher.
<u>Other direct costs:</u>	Reimbursement is based upon paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in §273.02, Fla. Stat., for subsequent transfer to the State.
<u>In-house charges:</u>	Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units, times the rate being charged. The rates must be reasonable.
<u>Indirect costs:</u>	If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The "Reference Guide for State Expenditures" prepared by the Florida Department Services can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

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Audit Trail

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FILE NAME	FOR COUNCIL SIGNA... (WRS 210777).pdf
DOCUMENT ID	6b7d239fc9940d741c4ac2a34221019bbaf79d4b
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

	06 / 08 / 2022 11:57:04 UTC-4	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Ire Bethea Sr. (ibethea@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
	06 / 09 / 2022 21:13:56 UTC-4	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
	06 / 09 / 2022 21:31:50 UTC-4	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
	06 / 13 / 2022 09:23:33 UTC-4	Viewed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.133.62
	06 / 13 / 2022 09:24:51 UTC-4	Signed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.133.62

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STATUS	● Signed

Document History




 VIEWED	06 / 13 / 2022 09:38:50 UTC-4	Viewed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
 SIGNED	06 / 13 / 2022 09:38:58 UTC-4	Signed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
 COMPLETED	06 / 13 / 2022 09:38:58 UTC-4	The document has been completed.

Exhibit G - Executed Cost-Share Grant Agreement

Contract # 37150
Amendment #2

AMENDMENT 2 TO THE AGREEMENT BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY OF OCALA FOR OCALA LOWER FLORIDAN AQUIFER CONVERSION PHASE III

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose mailing address is 4049 Reid Street, Palatka, Florida 32177-2571, and the CITY OF OCALA ("Recipient") whose address is 1805 Northeast 30th Avenue, Building 600, Ocala, Florida 34470 and is effective on the date the last party has executed same.

PREMISES:

The parties entered into Agreement No. 37150 on January 20, 2022, for Ocala Lower Floridan Aquifer Conversion Phase III ("Agreement") and amended the Agreement on June 21, 2022 (Amendment 1). The parties desire to further amend the Agreement.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

1. Paragraph 1(a) TERM, WITHDRAWAL OF OFFER: delete – paragraph 1(a) and replace it with the following paragraph:
 - (a) The term of this Agreement is from the date upon which the last party has dated and executed the same January 20, 2022 ("Effective Date") until March 28, 2024 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before December 29, 2023. Timely requests to extend, for longer than six months, the Completion Date of the Agreement for projects whose District contribution exceeds \$100,000 may only be approved by the District's Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).
2. All other terms and conditions of the Agreement, including any subsequent amendments, are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this amendment on the date set forth below.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

By: Michelle Brown
Michelle Brown, P.E., Director, Division of Basin Management
and Modeling, or designee

Date: July 26, 2023

CITY OF OCALA

By: Peter A. Lee
Peter A. Lee / City Manager
Typed Name and Title

Date: 8-1-2023

Attest: Angel B. Jacobs
Angel B. Jacobs City Clerk
Typed Name and Title

**AMENDMENT 3 TO THE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND THE CITY OF OCALA
FOR CITY OF OCALA – LOWER FLORIDAN AQUIFER CONVERSION PHASE 3**

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”), whose mailing address is 4049 Reid Street, Palatka, Florida 32177-2571, and the CITY OF OCALA (“Recipient”), whose address is 1805 NE 30th Ave., Bldg. 600, Ocala, Florida 34470 and is effective on the date the last party has executed same.

PREMISES:

The parties entered into Agreement No. 37150 on January 20, 2022, for City Of Ocala – Lower Floridan Aquifer Conversion Phase 3 (“Agreement”) and amended the Agreement on June 21, 2022 (Amendment 1), and August 1, 2023 (Amendment 2). The parties desire to further amend the Agreement.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

1. **TERM; WITHDRAWAL OF OFFER:** delete and replace with the following:

The term of this Agreement is from January 20, 2022 (“Effective Date”) until September 30, 2025 (“Completion Date”). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before June 30, 2025. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).

(a) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 90 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District’s Project Manager, stating the reason(s) therefor. Request for extension of time after the 90 days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.

2. **PROJECT MANAGEMENT section (a) DISTRICT and RECIPIENT only:** delete and replace the District and Recipient sections with the following:

DISTRICT
Nitesh Tripathi, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
Phone: 386-312-2359
Email: ntripathi@sjrwmd.com

RECIPIENT
Rusella Bowes-Johnson, Project Manager
City of Ocala
1805 NE 30th Ave Bldg 600
Ocala, Florida 34470
Phone: 352-351-6772
Email: RJohnson@Ocalafl.gov

3. **ATTACHMENT A — STATEMENT OF WORK, V. TASK IDENTIFICATION AND TIME FRAMES:** delete and replace with the following:

The expiration date of this cost-share agreement is September 30, 2025. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Construction	July 15, 2024	September 30, 2025

4. All other terms and conditions of the Agreement, including any prior amendments, are hereby ratified and continue in full force and effect.

DocuSign Envelope ID: 799CD5B7-6F36-4C43-BCF4-3A947D9C5798

WRS/210777

Contract # 37150

Amendment # 3

IN WITNESS WHEREOF, the parties hereto have duly executed this amendment on the date set forth below.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

By: *Mary Ellen Winkler*
Mary Ellen Winkler, J.D., Assistant Executive Director

Date: 2/15/24

CITY OF OCALA

By: *Ken Whitehead*
DocuSigned by:
5077F71E38874F4...
Ken Whitehead Assistant City Manager

Date: 2/12/2024
Typed Name and Title

Attest: *Angel B. Jacobs*
DocuSigned by:
80B3574C28E54A5...
Angel B. Jacobs City Clerk
Typed Name and Title

Kendall Matott
Kendall Matott, J.M., SJRWMD QC Reviewer

Approved as to form and legality:

William Sexton
DocuSigned by:
B07DCFC4E00E429...
City Attorney

Exhibit H - Monitoring Well Depths**CONTRACT# ENG/250268**

Well ID	Use	Total Depth (feet bls)	Casing Depth (feet bls)	Casing Diameter (inches)
TW-1	Pumping	1,277	810	24
UFA MW-1	Monitoring	220	170	4
MCU MW-1a	Monitoring	450	400	6
MCU MW-1b	Monitoring	650	600	6
LFA MW-1	Monitoring	1,292	1,070	6
UFA MW-2	Monitoring	220	170	4
MCU MW-2a	Monitoring	370	320	6
MCU MW-2b	Monitoring	650	600	6
LFA MW-2	Monitoring	1,242	790	6

Certificate Of Completion

Envelope Id: 65D73FB1-CCAD-4FFE-8243-BAD36261BBBD

Subject: SIGNATURE - Construction Services Agreement for Drilling of Two UFA Wells (ENG/250268)

Source Envelope:

Document Pages: 93

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Completed

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

4/2/2025 10:53:33 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Porsha Ullrich

pullrich@ocalafl.gov

Pool: StateLocal

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Location: Docusign

Signer Events

David Webb Jr.

davidwebbjr@allwebbs.com

Vp

All Webb's Enterprises, Inc

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

David Webb Jr.

AAB0BE108FD9430...

Signature Adoption: Pre-selected Style

Using IP Address: 50.76.239.93

Timestamp

Sent: 4/2/2025 10:58:30 AM

Resent: 4/10/2025 8:50:24 AM

Resent: 4/17/2025 12:38:12 PM

Viewed: 4/22/2025 7:40:39 AM

Signed: 4/22/2025 7:46:29 AM

Electronic Record and Signature Disclosure:

Accepted: 4/3/2025 3:22:58 PM

ID: eca4ac86-df45-4889-b050-63b570242d14

William E. Sexton, Esq.

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)

Signed by:

William E. Sexton, Esq.

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Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Sent: 4/22/2025 7:46:32 AM

Viewed: 4/22/2025 10:51:31 AM

Signed: 4/22/2025 10:57:46 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

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: 174.218.255.101

Signed using mobile

Sent: 4/22/2025 10:57:50 AM

Viewed: 4/22/2025 5:36:15 PM

Signed: 4/22/2025 5:36:44 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: 174.64.104.234

Sent: 4/22/2025 5:36:49 PM

Viewed: 4/22/2025 7:17:13 PM

Signed: 4/22/2025 7:18:02 PM

Electronic Record and Signature Disclosure:

Accepted: 4/22/2025 7:17:13 PM

ID: 45bcd8cb-8b9a-4560-b730-9948ed72ebf7

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/2/2025 10:58:30 AM
Certified Delivered	Security Checked	4/22/2025 7:17:13 PM
Signing Complete	Security Checked	4/22/2025 7:18:02 PM
Completed	Security Checked	4/22/2025 7:18:02 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



Ocala

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Item Details

File Number: 2025-1877

ID #: 2025-1877

Type: Agenda Item

Status: Passed

Version: 1

Placement: 10

In Control: City Council

File Created: 08/18/2025

Presented By: :

Final Action: 09/03/2025

Item Title: Change Order and additional expenditures under the contract with All Webbs Enterprises, Inc., for the construction of two Upper Floridan Aquifer Wells at Water Treatment Plant No. 2 in the amount of \$176,736

Internal Notes:

Sponsors:

Enactment Date:

Attachments: RFI 001 - 30-inch Surface Casing, Fully Executed - Construction_Services_Agreement_f (1), 4-1-2025 - Council Report

Enactment Number:

Recommendation:

Hearing Date:

Entered by: jlopez@ocalafl.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/03/2025	Approved				Pass
Action Text:							
Notes: City Engineer & Director of Water Resources Sean Lanier clarified the term sub-surface void: a sinkhole has breached the surface; a sub-surface void has not.							
There being no further discussion the motion carried by roll call vote.							
Aye: 4 Pro Tem Bethea Sr, Council Member Mansfield, Council Member Musleh, and Council President Dreyer							
Absent: 1 Council Member Hilty Sr							

Text of Legislative File 2025-1877

Submitted By: Jimmy Lopez

Presentation By: Sean Lanier

Department: Engineering

FORMAL TITLE:

Change Order and additional expenditures under the contract with All Webbs Enterprises, Inc., for the construction of two Upper Floridan Aquifer Wells at Water Treatment Plant No. 2 in the amount of \$176,736

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence

PROOF OF PUBLICATION:

N/A

BACKGROUND:

On April 1, 2025, City Council approved the award of the contract to All Webbs Enterprises, Inc. (AWE) for the construction of two 24-inch diameter Upper Floridan Aquifer Wells. Well No. 11 and No. 12 will be located at the future Water Treatment Plant No. 2 (WTP#2) site for redundancy in water availability throughout the City of Ocala (City). WTP#2 is located at 3744 South Pine Avenue.

FINDINGS AND CONCLUSIONS:

AWE has commenced drilling at the City's WTP#2 site, focusing on Well Nos. 11 and 12. Initial efforts on Well No. 11 employed mud rotary methods, but circulation was lost at 70 feet below land surface (bls). To regain circulation, AWE implemented alternate drilling techniques; however, the results were inconsistent. During drilling a sinkhole was identified approximately 20 feet from the rig which prompted a geotechnical review. The geotechnical evaluation of both well sites showed no anomalies within the top 25 feet of lithology. Consequently, AWE proposed drilling Well No. 12 with a smaller 12.25-inch bit to better evaluate the local geology.

At 70 feet bls, circulation was again lost, but drilling continued to 83 feet bls to collect borehole data. Based on drilling, testing, and previous design assessments, it has been identified that an unknown 13-foot open void exists at both sites between 70 and 83 feet bls. AWE is seeking the City's approval to install a 30-inch diameter casing down to approximately 90 feet bls, intended to isolate the zone responsible for circulation loss and sinkhole formation. This change of work will add approximately five weeks' to the contract schedule. A change order request and the caliper log are attached.

Staff seeks authorization for the City Engineer to issue a change order and approval to add an additional \$176,735.93 in funding to the contract to cover the scope change.

FISCAL IMPACT:

Funding is available in the following account: 308-030-335-533-69-65010.

PROCUREMENT REVIEW:

The underlying contract was procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:

The underlying contract was reviewed and approved as to form and legality by City Attorney William E. Sexton.

ALTERNATIVE:

Approve with Changes
Table
Deny



Ocala

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Item Details

File Number: 2025-1038

ID #: 2025-1038

Type: Agenda Item

Status: Passed

Version: 1

Placement: 10

In Control: City Council

File Created: 03/04/2025

Presented By: :

Final Action: 04/01/2025

Item Title: Approve award of contract with All Webbs Enterprises, Inc., for the construction of two Upper Floridan Aquifer Wells at Water Treatment Plant No. 2 with a bid of \$1,117,700 plus a 10 percent contingency of \$111,770 and the cost of nine alternate bid items equaling \$250,000 for a total expenditure of \$1,479,470

Internal Notes:

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL -Agreement for Drilling Two UFA Wells -WTP#2 - All Webbs Enterprises, Inc (ENG 250268), Bid Tabulation (ENG 250268), 9-28-21 Council Approval

Enactment Number:

Recommendation:

Hearing Date:

Entered by: jlopez@ocalafl.org

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/01/2025	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 2025-1038

Submitted By: Jimmy Lopez

Presentation By: Sean Lanier

..end

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):

Approve award of contract with All Webbs Enterprises, Inc., for the construction of two Upper Floridan Aquifer Wells at Water Treatment Plant No. 2 with a bid of \$1,117,700 plus a 10 percent contingency of \$111,770 and the cost of nine alternate bid items equaling \$250,000 for a total expenditure of \$1,479,470

..end

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence, Quality of Place

PROOF OF PUBLICATION:

Bid released to the public: 1/22/2025: Newspaper ad published 1/24/2025

BACKGROUND:

This Project consists of drilling two (2) 24-inch diameter Upper Floridan Aquifer Wells. These wells (No. 11 and No. 12) will be located at the future Water Treatment Plant No. 2 (WTP#2) site for redundancy in our water availability throughout the City of Ocala (City). WTP# 2 is located at 3744 South Pine Avenue.

This Project is partially funded by cost-share agreement No. 37150, approved by Council on September 28, 2021, between the City and St. Johns River Water Management District for the Lower Floridan Aquifer Conversion Phase 3 Project.

FINDINGS AND CONCLUSIONS:

On January 22, 2025, the City of Ocala issued Invitation to Bid (ITB) No. ENG/250268 for Well Drilling at Water Treatment Plant No.2 - Upper Floridan Aquifer Well No. 11 and No. 12. On February 27, 2025, two bids were received on a unit price basis as follows:

All Webbs Enterprises, Inc. (All Webbs), was found to be the lowest responsible and responsive bidder, with a total bid of \$1,117,700. Staff requests a 10 percent contingency of \$111,770 to allow the City Engineer to issue change orders to cover unforeseen conditions and other conflicts that may arise during construction, as well as an additional \$250,000 to cover the cost of nine alternate bid items (these alternate bid items include well abandonment/grout filling and modifications to 9 wells). With the contingency and alternate bid items, the total Project budget shall not exceed \$1,479,470.

Staff recommends awarding the contract for the construction of Wells No. 11 and No. 12 to All Webbs Enterprises, Inc.

FISCAL IMPACT:

FY2024-25 St. Johns River Water Management	308-050-335-533-69-65010	\$344,425
FY2024-25 City of Ocala Match	308-030-335-533-69-65010	\$1,135,045

PROCUREMENT REVIEW:

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

LEGAL REVIEW:

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0320

Agenda Item #: 10c.

Submitted By: Laurie Hornberger

Presentation By: Sean Lanier

Department: Water & Sewer

STAFF RECOMMENDATION (Motion Ready):

Contract for Manhole and Structure Rehabilitation Services with Engineered Spray Solutions, LLC., for an amount not to exceed \$3,300,000

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence

PROOF OF PUBLICATION:

N/A

BACKGROUND:

Hydrogen sulfide (H₂S) is a colorless gas generated in sewer systems. Over time, this gas causes safety and maintenance problems, including odors and corrosion. The corrosive nature of H₂S compromises the integrity of manholes by deteriorating the protective coating and exposing the concrete structure. Accordingly, the city has an ongoing need to prepare and apply polyurethane coatings to protect the concrete manhole structures, which have a 15-year life expectancy.

FINDINGS AND CONCLUSIONS:

Engineered Spray Solutions, LLC (ESS) provides and installs protective surface coatings designed to protect water and wastewater infrastructure. The services offered by ESS will include manhole and structures polyurethane coating, manhole and structures repair, cleaning, televising and assessment, and ancillary services.

After a competitive solicitation process, Sarasota County awarded Contract No. 2672-02 (the "Sarasota County Agreement") to ESS for the provision of manhole and structure rehabilitation services for a term of three (3) years, from August 27, 2025 to August 26, 2028. The Sarasota County Agreement offers the two (2) optional one-year renewal periods upon mutual written agreement between the parties.

On October 21, 2025, after evaluation of the Sarasota County Agreement, Procurement and Contracting Department staff granted the Water Resources Department's request for a procurement exception to piggyback the Sarasota County Agreement for the ongoing purchase of manhole and structure rehabilitation services. The Sarasota County Agreement was competitively bid and ESS has agreed to extend to the City of Ocala the same highly competitive pricing, which maximizes best value for the City. Staff recommends approval.

For informational purposes, ESS previously provided these services since May 2021. The old piggyback contract expired in June 2025.

FISCAL IMPACT:

The Water Resources Department has budgeted sufficient funds for the Fiscal Year 2025-26 budget in the following account strings: 455-030-300-535-53-46010 (\$600,000); 308-030-380-536-53-46010 (\$500,000). Additional funds will be budgeted for future fiscal years throughout the remaining term of this agreement.

PROCUREMENT REVIEW:

The underlying contract is 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
- Approve with Changes
- Table
- Deny

COOPERATIVE PURCHASING AGREEMENT FOR MANHOLE AND STRUCTURE REHABILITATION SERVICES

THIS COOPERATIVE PURCHASING AGREEMENT FOR MANHOLE AND STRUCTURE REHABILITATION SERVICES ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ENGINEERED SPRAY SOLUTIONS, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 47-4517008) ("Contractor").

WHEREAS, after a competitive procurement process, Sarasota County entered into a unit price contract for manhole and structure rehabilitation services, Contract Number SR 2672-02 (the "Sarasota County Agreement"); and

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

WHEREAS, City desires to purchase labor, services, and materials for the provision of manhole and structure rehabilitation services pursuant to essentially the same terms and conditions provided under the Sarasota County Agreement as applicable and amended by the terms and conditions of this Piggyback Agreement; and

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

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

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
 - A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for manhole and structure rehabilitation services as it may from time to time be amended or modified pursuant to its terms and provisions.
 - B. **Sarasota County Agreement:** shall mean the Agreement for manhole and structure rehabilitation services between Sarasota County and Engineered Spray Solutions, LLC and its exhibits, as amended and attached hereto as **Exhibit A – Sarasota County Agreement**.
3. **INCORPORATION OF THE SARASOTA COUNTY AGREEMENT.** The Sarasota County Agreement attached hereto as **Exhibit A** is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the Sarasota County Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.
4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in

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

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

- A. Exhibit A: Sarasota County Agreement (A-1 through A-33)
- 5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the Sarasota County Agreement are modified and replaced, in their entirety, as follows:
 - A. The terms "County," or "Sarasota County" shall be replaced and intended to refer to the "City of Ocala."
 - B. **COMPENSATION.** City shall pay Contractor a price not to exceed the maximum limiting amount of **THREE MILLION, THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,300,000)** over the contract term for the performance of the work and in accordance with the contract documents based on the most current prices set forth in **Exhibit A – Sarasota County Agreement**.
 - C. **TIME FOR PERFORMANCE.** This Agreement shall become effective and commence on **DECEMBER 17, 2025**, and continue through and including **AUGUST 26, 2028**.
 - D. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: : **City of Ocala Water Resources** Address: **1805 NE 30th Avenue, Bldg. 600, Ocala, Florida 34470** Attn: **Stacey Ferrante** Email: sferrante@ocalafl.gov Office: **352-351-6772**.
 - E. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - F. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
 - G. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
 - H. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to

Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

- I. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
6. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
7. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
8. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
 - A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
 - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
9. **ADDITIONAL INSURANCE REQUIREMENTS.**
 - A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to

- protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
- B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
 - C. **Certificates of Insurance.** No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
 - D. **City as Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
 - E. **Notice of Cancellation of Insurance.** Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
 - F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
 - G. **Severability of Interests.** Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
10. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:

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

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

- 11. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
- 12. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
- 13. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum

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

14. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
15. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
16. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
17. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
18. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
19. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Engineered Spray Solutions, LLC
 Attention: Jacob Hensley
 1306 Banana Road
 Lakeland, Florida 33810
 Phone: 863-308-0126
 E-mail: jhensley@acus-us.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

20. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
21. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
22. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
23. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any

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

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



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

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

ENGINEERED SPRAY SOLUTIONS, LLC

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

UNIT PRICE CONTRACT

This Contract is made and entered into as of the date of execution by both parties, by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **Engineered Spray Solutions, LLC.**, a Florida limited liability company, hereinafter referred to as "Contractor".

This Contract, including its Exhibits A and B, attached hereto, Solicitation 252672FB and County Purchase Orders, all incorporated herein, represent the entire agreement between Contractor and County with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Contract.

Contractor and County acknowledge having read and understood this Contract and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date last below written.

ENGINEERED SPRAY SOLUTIONS, LLC.

BY:  Signed by:
FAB780B22FDE435
Managing Member/Manager

08-11-2025 | 8:45 AM EDT

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY:


Jonathan R. Lewis,
County Administrator 8/27/2025

*Delegated pursuant to motion of the Board of
County Commissioners at a Board Meeting*

Approved as to form and correctness:

By: 
County Attorney

AR

Terms and Conditions**WITNESSETH:**

The County and Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

I. Materials, Services and Labor

Contractor shall furnish all the labor, services and materials for SR 2672 Manhole & Structures Rehabilitation, Category A - Cementitious Linings. All work and labor shall be done in accordance with the Contract Documents.

II. Assignment of Work

A. Contractor shall be engaged to perform a specific project through the issuance of a Work Assignment. Contractor understands the County has awarded more than one contract for the Work described above. Each Work Assignment will be assigned on a rotational basis among all awarded contractors.

1. Work Assignments may include line items that are not included in the Unit Price Schedule, attached hereto and incorporated herein as Exhibit A, provided the cumulative cost of those non-competed items do not exceed 25% of the total Work Assignment or \$50,000.00, whichever is less. Pricing for non-competed line items will be negotiated between the County and the Contractor.

2. Contingency for unforeseen circumstances may be added to the total Work Assignment fee in an amount not to exceed 10% of such fee. Any use of contingency funds is subject to the written approval of the County, and any unused contingency shall not be paid out as a part of any final payment.

B. Should the contractor next in rotation, decline a Work Assignment, the County will contact the contractor next in the rotation until the Work Assignment is successfully assigned. If the Contractor declines five Work Assignments within a twelve-month period the Contract may be terminated at the sole discretion of the County.

C. The total cost of an individual Work Assignment inclusive of all negotiated line items and County authorized contingency, shall not exceed the threshold as established by §255.20, F.S.

III. Work Assignment Pricing, Term and Non-Appropriations

A. The amount for each Work Assignment shall be calculated based upon the extended line item prices set forth in the Unit Price Schedule, plus non-

- competed items, if any. Contractor acknowledges and agrees that no minimum amount of work or payment is guaranteed under this Contract.
- B. This Contract shall commence immediately upon execution by both the County and the Contractor and shall continue for a period of three years. Thereafter, the Contract may be renewed for two additional successive one-year periods, subject to written agreement by both parties. Any Work Assignment commenced prior to the expiration of the term or any renewal of this Contract may be completed after the expiration date, provided that the Work Assignment and any extension thereof is authorized in accordance with the County Procurement Manual. In such event, the Contract shall extend and shall be deemed to have the same completion date as the Work Assignment.
- C. The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify the Contractor if the necessary appropriation is not made.

IV. Contract Documents

- A. The Contract Documents, together with the Contract comprise the entire agreement between County and Contractor and which are made a part hereof by this reference, consist of the following:
1. Solicitation and any addenda
 2. General Conditions
 3. Supplemental General Conditions, if any
 4. Technical Specifications
 5. All Work Assignments inclusive of project drawings, specifications and addenda
 6. Work Assignment Purchase Orders
 7. Work Assignment Notice(s) to Proceed
 8. All Contract Modifications
- B. In the event of any conflict among or between Contract Documents, if possible, the conflicting provisions shall be interpreted as a whole in such a way as to carry out the intent of the Contract. If not possible, the order of precedence set forth in General Conditions shall control.

V. Performance and Payment Bond

A Performance and Payment Bond will be required on Work Assignments having a total of \$200,000 or more. A bond may be required on Work Assignments in lesser amounts. If required, the Contractor shall furnish to the County, prior to the commencement of operations under the applicable Work Assignment, a Performance and Payment Bond executed by the Contractor, and a surety company authorized to do business in the State of Florida, in an amount no less than the Work Assignment price, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. The County shall reimburse the Contractor for the actual cost of the Performance and Payment Bond whose cost shall be delineated on the Work Assignment form as a separate line item or included in another line item as noted. The County will only accept a Performance and Payment Bond from a surety with an A.M. Best rating of 'B+' (Very Good) or better. Any such bond shall be provided by the Contractor to the County prior to issuance of a Work Assignment.

VI. Insurance

Contractor shall procure and maintain insurance as specified in Exhibit B, Insurance Requirements, attached hereto and made a part of this Contract.

VII. Contractor's Affidavit

When all Work required by the Work Assignment and contemplated by the Contract as to each Work Assignment, has been completed, inspected, and approved by the County or its duly authorized agent, the Contractor shall furnish to the County the Contractor's affidavit in a form approved by the County. Release(s) of Lien may also be required by the County at its option.

VIII. Payment

A. Upon certification and approval by the County or its duly authorized agent, monthly payments will be made to the Contractor upon its application for all services or work completed or materials furnished in accordance with the Contract Documents during the invoice period. Prior to Substantial Completion, monthly payments shall be made on the value of materials furnished or services and work completed up to the time of said application, less a retainage amount, as specified in the General Conditions, 13.5, Retainage. Final payment shall be made as provided in the General Condition, 13.12, Final Payment.

B. Monthly payment applications shall be submitted each month on the anniversary date of the Notice to Proceed, or a date agreed to by both parties.

- C. Monthly payment applications for less than \$200.00 are not acceptable and will not be processed, except for the final payment application.

IX. Invoicing

- A. The County shall pay the Contractor through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Contractor's payment application and written approval of same by the County's Administrative Agent indicating that services have been rendered in conformity with the Contract Documents. All payment applications must be submitted in a form satisfactory to the Clerk of Court, who initiates disbursements.
- B. The Contractor shall submit invoices for payment to the address indicated on the purchase order. Invoices must contain the purchase order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the Contractor for correction and resubmission. Contractor shall not perform any service or provide products until it has been issued a purchase order number.

X. Time for Performance

- A. Time is of the essence in the performance of all Work under this Contract and Work Assignments. The Contractor specifically agrees that the time for completion of a Work Assignment shall begin on the date specified on the County-issued Notice to Proceed.
- B. Contractor also agrees no work will begin prior to such date, and that all work to be performed under the provisions of the Work Assignment shall be completed to Substantial Completion within the time frame specified in each individual Work Assignment, plus an additional 30 calendar days after receipt of the deficiency list for Final Acceptance, subject only to delays caused by Force Majeure or approved Contract Modifications.

XI. Liability of the Contractor

- A. Pursuant to §725.06(2), F.S., the Contractor shall indemnify and hold harmless Sarasota County Government from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract.
- B. Pursuant to §725.06(2), F.S., the Contractor shall indemnify and hold harmless the Florida Department of Transportation (FDOT) from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness, or

intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract. This provision shall apply only to work performed by the Contractor upon property in which FDOT has a legal interest.

- C. This Section of the Contract will survive the completion or termination of the Contract.

XII. Liquidated Damages

The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the County for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in the Work Assignment documents exceeds the time(s) allowed therefore, shall be the amount(s) per day as stipulated in the Work Assignment, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein as specified in the Work Assignment(s). The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable, therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion for each individual Work Assignment is delayed beyond the required date of Substantial Completion shall be negotiated at the time of the Work Assignment between the Administrative Agent and the Contractor. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance for each individual Work Assignment is delayed beyond the required date of Final Acceptance shall be 25% of the Substantial Completion amount.

XIII. Contractor's Representations for Work Assignments

- A. Contractor makes the following representations regarding each Work Assignment:
1. Contractor has familiarized itself with the nature and extent of the Contract Documents, work, locality, all local conditions, and federal,

state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.

2. Contractor has investigated and is fully informed of construction and labor conditions, potential obstructions to be encountered, character, quality, and quantities of work to be performed, materials to be furnished, and requirements of the plans where supplied in the Contract Documents.
3. Contractor has given County written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract and the written resolution thereof by County is acceptable to the Contractor.

XIV. Contractor's Representations for the Contract

- A. Contractor declares that submission of a bid for the work constitutes an incontrovertible representation that the Contractor has complied with every requirement of this Solicitation.
- B. Contractor represents that Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- C. Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.

XV. Public Entity Crimes

Pursuant to §287.133(3)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

XVI. Independent Contractor

The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent or servant of County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over

the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

XVII. Termination

Termination of the Contract, for either Cause or for Convenience shall be, as stated in General Conditions, Article 6.0, County's Rights. The County reserves the right to terminate any Work Assignment without terminating the Contract or any other uncompleted Work Assignments.

XVIII. Notice Provision

- A. Any notices of default or termination shall be sent by the parties via hand delivery, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below.
- B. Contract clarifications or questions regarding the interpretation of plans and/or specifications not involving: (a) any Contract claim and/or dispute, (b) questions of time not involving extension, delay, or reduction of time, (c) monetary or compensatory issues, (d) fully executed IFCA's (Interim Field Change Agreement) and/or (e) material changes to the Contract, shall be sufficiently given if delivered personally or sent via email, or U.S. mail, postage prepaid, addressed as follows.

Contractor Representative:		County's Administrative Agent:	
Name	Jacob Hensley	Name	John Saputo
Title	Estimator	Title	Manager II
Address	1306 Banana Rd	Address	1001 Sarasota Center Blvd.
	Lakeland, FL 33810		Sarasota, FL 34240
Phone	863-308-0126	Phone	941-650-0022
E-mail	jhsensley@acus-us.com	E-mail	jsaputo@scgov.net

XIX. Access to Records

The Contractor shall maintain books, records, documents, and other materials ("Records") directly pertaining to or connected with the services performed under this Contract. Such Records shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives.

Such Records shall be retained for a minimum of ten (10) County fiscal years (October 1 - September 30) after completion of the Contract.

XX. Dispute Resolution

- A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.
- B. In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
- C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation.
- D. Any dispute, action or proceeding arising out of or related to this Contract will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- E. The parties hereby waive all rights to trial by jury for any litigation concerning this Contract.
- F. This Contract and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- G. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XXI. Local Hiring Initiative

- A. In accordance with Sarasota County's Local Hiring Initiative Resolution No. 2013-127, Contractor is encouraged to work with CareerSource Suncoast, or any other agency designated by the State of Florida as a workforce development agency, to increase employment opportunities for local residents. Local residents are defined as residents of Sarasota County, but that definition may be expanded to include Manatee and Charlotte Counties if the requisite skill set is not available in Sarasota County. Resolution No. 2013-127 establishes an aspirational goal for contractors and

subcontractors to hire 15% minimum local residents as the new hires for construction and construction related projects.

- B. The Contractor is hereby required to include the completed Local Hiring Initiative Participation Form as part of the monthly pay requests.

XXII. Scrutinized Companies

§287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that the organization is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

XXIII. Public Records

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:

**Sarasota County
Public Records Office
1660 Ringling Blvd.
Sarasota, FL 34236**

**Phone: 941-861-5886
Email: publicrecords@scgov.net**

XXIV. Miscellaneous

- A. Failure to insist on strict performance of any covenant, condition, or provision of this Contract by a party, its successors or assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Contract.
- B. This Contract may be modified only by instrument in writing and signed by the parties.
- C. This Contract may be executed in any number of counterparts, any one of which may be taken as an original.
- D. The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any third party.
- E. The parties hereto agree that remedies for damages or any other remedies provided for herein shall be construed to be cumulative and not exclusive of any other remedy otherwise available under law.
- F. If any provision of this Contract is found by a court of competent jurisdiction to be in conflict with an applicable statute or ordinance, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, but shall not invalidate any other provision of this Contract.

XXV. Entire Contract

This Contract constitutes the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of the Contract. The Contractor recognizes that any representations, statements, or negotiations made by County representatives do not suffice to legally bind the County in a contractual relationship unless they have been reduced to writing and signed by an authorized County representative. This Contract shall inure to the benefit of and be binding upon the parties, their respective assigns, and successors in interest.

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EXHIBIT A
UNIT PRICE SCHEDULE

CATEGORY A – CEMENTITIOUS LININGS

Item	Description	Unit of Measure	Unit Price
MANHOLE & STRUCTURES COATING - CEMENTITIOUS			
1	Cementitious Based Coating 48" Diameter 1/2" Minimum Thickness	Vertical Feet	\$110.00
2	Cementitious Based Coating 48" Diameter 1" Minimum Thickness	Vertical Feet	\$190.00
3	Cementitious Based Coating 60" Diameter 1/2" Minimum Thickness	Vertical Feet	\$130.00
4	Cementitious Based Coating 60" Diameter 1" Minimum Thickness	Vertical Feet	\$245.00
5	Cementitious Based Coating 72" Diameter 1/2" Minimum Thickness	Vertical Feet	\$150.00
6	Cementitious Based Coating 72" Diameter 1" Minimum Thickness	Vertical Feet	\$260.00
7	Structure Cementitious Based Coating - 1/2" Min. Thickness	Square Feet	\$10.00
8	Structure Cementitious Based Coating - 1" Min. Thickness	Square Feet	\$15.00
MANHOLE & STRUCTURES REPAIR			
9	Removal of Existing Manhole or Wetwell Lining System (Excluding T-Lock or Similar Liner)	Square Feet	\$18.00
10	Removal of Existing Manhole or Wetwell T-Lock or Similar Lining System	Square Feet	\$20.00
11	Patching & Profiling - Cementitious Grout Only	Square Feet	\$26.25
12	Infiltration Control - Cementitious or Chemical Grout	Gallon	\$125.00
13	Bonding Compound	Gallon	\$0.10
14	Bench and Invert Channel Repair	Linear Feet	\$265.00
15	Chimney Repairs	Vertical Feet	\$35.00
16	Chimney Replacement	Vertical Feet	\$40.00
17	Manhole Rim & Cover Raised 2" lifts - less than 6"	Each	\$1,300.00
18	Manhole Rim & Cover Raised 2" lifts - 6" to 12"	Each	\$2,000.00

EXHIBIT A
UNIT PRICE SCHEDULE

Item	Description	Unit of Measure	Unit Price
19	Manhole Rim & Cover Replacement - Paved Areas	Each	\$2,000.00
20	Manhole Rim & Cover Replacement - Grassed Areas	Each	\$1,800.00
21	Seam Extrusion Welding	Linear Feet	\$50.00
22	Fusion Welding of Pipe Boot	Each	\$115.00
23	Install Rain Water Protector	Each	\$125.00
CLEANING, TELEVISIONING, AND ASSESSMENT			
24	Cleaning Manholes	Each	\$50.00
25	Cleaning Structures	Each	\$90.00
26	Televising (USB)/Photographs(USB) Manholes	Each	\$30.00
27	Televising (USB)/Photographs(USB) Structures	Each	\$50.00
28	GPS Mapping of County Requested Manholes	Each	\$30.00
ANCILLARY SERVICES			
29	Bypass Pumping - 4" Pump	Day	\$50.00
30	Bypass Pumping - 6" Pump	Day	\$275.00
31	Bypass Pumping - 8" Pump	Day	\$375.00
32	Bypass Pumper Truck	Hour	\$430.00
33	Bypass Vac-Truck	Hour	\$165.00
34	Maintenance of Traffic (MOT) - Arterial	Each	\$1,100.00
35	Maintenance of Traffic (MOT) - FDOT	Each	\$650.00
36	Emergency Mobilization	Each	\$500.00

(END EXHIBIT A)

EXHIBIT B
INSURANCE REQUIREMENTS

For purposes of this Exhibit B, the terms "Vendor," "Contractor" and "Consultant" shall be interchangeable and the terms "Contract," "Term Contract" and "Agreement" shall be interchangeable.

CONTRACTOR'S INSURANCE

Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverage (including endorsements) and limits as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Insurance requirements itemized in this Contract and required of the Contractor shall extend to all subcontractors to cover their operations performed under this Contract. The Contractor shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better.

Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

Contractor shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day notice of cancellation (10 days for non-payment of premium) or non-renewal of coverage. Notwithstanding these notification requirements, the Contractor will be required to provide County with at least 5 days prior written notice of any policy cancellation or non-renewal.

The County reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

- A. **WORKERS' COMPENSATION:** Contractor shall maintain Workers' Compensation insurance in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of \$500,000.00 per accident/per disease/per employee. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.

EXHIBIT B
INSURANCE REQUIREMENTS

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.

- B. **COMMERCIAL GENERAL LIABILITY:** Contractor shall maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract. There shall be no exclusions for explosion, collapse and underground hazards.

Contractor agrees to endorse Sarasota County Government as an additional insured on the Commercial General Liability coverage.

- C. **BUSINESS AUTOMOBILE LIABILITY:** Contractor agrees to maintain Business Automobile Liability with limits not less than \$1,000,000.00 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this Contract. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.

- D. **UMBRELLA/EXCESS LIABILITY:** Contractor agrees to maintain Umbrella or Excess Liability with limits not less than \$2,000,000.00 each occurrence and in the aggregate. Coverage shall follow the terms of the underlying insurance, including the additional insured provisions.

SPECIALIZED REQUIREMENTS (LIABILITY EXPOSURES)

- E. **POLLUTION LIABILITY:** Contractor shall maintain Pollution Liability coverage with limits not less than \$1,000,000 per claim/occurrence for bodily injury, property damage and environmental damage from sudden and gradual occurrences resulting from pollution conditions arising out of the work or services performed under this Contract (including any transportation and disposal of hazardous materials or pollutants). Coverage shall include, but not be limited to, third party liability, clean up, corrective action including assessment, remediation and defense costs. If coverage is written on a claims-made basis: a. Any retroactive date shall precede the effective date of this Contract; b. Contractor shall provide certificates of insurance evidencing the required coverage for a period of two years after final payment under this Contract is made, or provide evidence showing Contractor has obtained a two year extended reporting period endorsement.

SPECIALIZED REQUIREMENTS (PROPERTY EXPOSURES)

- F. **BUILDERS RISK:** Contractor shall maintain, at Contractor's expense, and keep in force during the term of this Contract, Builder's Risk insurance on an all risks of direct physical loss basis, including without limitation, earth movement, flood and

EXHIBIT B
INSURANCE REQUIREMENTS

windstorm, for an amount equal to the full Contract Amount plus all subsequent change orders on a replacement cost basis. Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit.

- a. Such insurance shall be maintained until final payment has been made or until no other person or entity, other than the County has an insurable interest in the property required to be covered.
- b. Policy shall be endorsed such that the insurance shall not be cancelled or lapse because of any partial use or occupancy of the County.
- c. Sarasota County Government, the Contractor and its subcontractors shall be included as Insureds on the policy.
- d. Waiver of subrogation is to apply against all parties named as Insureds, but only to the extent the loss is covered.
- e. Contractor is responsible for the payment of all policy deductibles. Maximum deductible amounts shall not be greater than \$25,000 except for perils of earthquake, flood and windstorm, unless otherwise approved by the County.

(END EXHIBIT B)

UNIT PRICE CONTRACT

This Contract is made and entered into as of the date of execution by both parties, by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **Engineered Spray Solutions, LLC.**, a Florida limited liability company, hereinafter referred to as "Contractor".

This Contract, including its Exhibits A and B, attached hereto, Solicitation 252672FB and County Purchase Orders, all incorporated herein, represent the entire agreement between Contractor and County with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Contract.

Contractor and County acknowledge having read and understood this Contract and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date last below written.

ENGINEERED SPRAY SOLUTIONS, LLC.

BY: 
FAB780B22FDE435...
Managing Member/Manager
08-11-2025 | 8:48 AM EDT

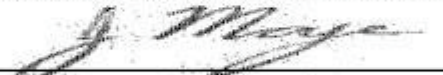
SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: 
Jonathan R. Lewis,
County Administrator 8/27/2025

*Delegated pursuant to motion of the Board of
County Commissioners at a Board Meeting*

Approved as to form and correctness:

By: 
County Attorney
AR

Terms and Conditions**WITNESSETH:**

The County and Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

I. Materials, Services and Labor

Contractor shall furnish all the labor, services and materials for SR 2672 Manhole & Structures Rehabilitation, Category B – Polyurethane Linings. All work and labor shall be done in accordance with the Contract Documents.

II. Assignment of Work

A. Contractor shall be engaged to perform a specific project through the issuance of a Work Assignment.

1. Work Assignments may include line items that are not included in the Unit Price Schedule, attached hereto and incorporated herein as Exhibit A, provided the cumulative cost of those non-competed items do not exceed 25% of the total Work Assignment or \$50,000.00, whichever is less. Pricing for non-competed line items will be negotiated between the County and the Contractor.

2. Contingency for unforeseen circumstances may be added to the total Work Assignment fee in an amount not to exceed 10% of such fee. Any use of contingency funds is subject to the written approval of the County, and any unused contingency shall not be paid out as a part of any final payment.

B. If the Contractor declines five Work Assignments within a twelve-month period the Contract may be terminated at the sole discretion of the County.

C. The total cost of an individual Work Assignment inclusive of all negotiated line items and County authorized contingency, shall not exceed the threshold as established by §255.20, F.S.

III. Work Assignment Pricing, Term and Non-Appropriations

A. The amount for each Work Assignment shall be calculated based upon the extended line item prices set forth in the Unit Price Schedule, plus non-competed items, if any. Contractor acknowledges and agrees that no minimum amount of work or payment is guaranteed under this Contract.

B. This Contract shall commence immediately upon execution by both the County and the Contractor and shall continue for a period of three years. Thereafter, the Contract may be renewed for two additional successive one-year periods, subject to written agreement by both parties. Any Work

Assignment commenced prior to the expiration of the term or any renewal of this Contract may be completed after the expiration date, provided that the Work Assignment and any extension thereof is authorized in accordance with the County Procurement Manual. In such event, the Contract shall extend and shall be deemed to have the same completion date as the Work Assignment.

- C. The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify the Contractor if the necessary appropriation is not made.

IV. Contract Documents

- A. The Contract Documents, together with the Contract comprise the entire agreement between County and Contractor and which are made a part hereof by this reference, consist of the following:

1. Solicitation and any addenda
2. General Conditions
3. Supplemental General Conditions, if any
4. Technical Specifications
5. All Work Assignments inclusive of project drawings, specifications and addenda
6. Work Assignment Purchase Orders
7. Work Assignment Notice(s) to Proceed
8. All Contract Modifications

- B. In the event of any conflict among or between Contract Documents, if possible, the conflicting provisions shall be interpreted as a whole in such a way as to carry out the intent of the Contract. If not possible, the order of precedence set forth in General Conditions shall control.

V. Performance and Payment Bond

A Performance and Payment Bond will be required on Work Assignments having a total of \$200,000 or more. A bond may be required on Work Assignments in lesser amounts. If required, the Contractor shall furnish to the County, prior to the commencement of operations under the applicable Work Assignment, a Performance and Payment Bond executed by the Contractor, and a surety company authorized to do business in the State of Florida, in an

amount no less than the Work Assignment price, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. The County shall reimburse the Contractor for the actual cost of the Performance and Payment Bond whose cost shall be delineated on the Work Assignment form as a separate line item or included in another line item as noted. The County will only accept a Performance and Payment Bond from a surety with an A.M. Best rating of 'B+' (Very Good) or better. Any such bond shall be provided by the Contractor to the County prior to issuance of a Work Assignment.

VI. Insurance

Contractor shall procure and maintain insurance as specified in Exhibit B, Insurance Requirements, attached hereto and made a part of this Contract.

VII. Contractor's Affidavit

When all Work required by the Work Assignment and contemplated by the Contract as to each Work Assignment, has been completed, inspected, and approved by the County or its duly authorized agent, the Contractor shall furnish to the County the Contractor's affidavit in a form approved by the County. Release(s) of Lien may also be required by the County at its option.

VIII. Payment

- A. Upon certification and approval by the County or its duly authorized agent, monthly payments will be made to the Contractor upon its application for all services or work completed or materials furnished in accordance with the Contract Documents during the invoice period. Prior to Substantial Completion, monthly payments shall be made on the value of materials furnished or services and work completed up to the time of said application, less a retainage amount, as specified in the General Conditions, 13.5, Retainage. Final payment shall be made as provided in the General Condition, 13.12, Final Payment.
- B. Monthly payment applications shall be submitted each month on the anniversary date of the Notice to Proceed, or a date agreed to by both parties.
- C. Monthly payment applications for less than \$200.00 are not acceptable and will not be processed, except for the final payment application.

IX. Invoicing

- A. The County shall pay the Contractor through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Contractor's payment application and written approval of same by the County's

Administrative Agent indicating that services have been rendered in conformity with the Contract Documents. All payment applications must be submitted in a form satisfactory to the Clerk of Court, who initiates disbursements.

- B. The Contractor shall submit invoices for payment to the address indicated on the purchase order. Invoices must contain the purchase order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the Contractor for correction and resubmission. Contractor shall not perform any service or provide products until it has been issued a purchase order number.

X. Time for Performance

- A. Time is of the essence in the performance of all Work under this Contract and Work Assignments. The Contractor specifically agrees that the time for completion of a Work Assignment shall begin on the date specified on the County-issued Notice to Proceed.
- B. Contractor also agrees no work will begin prior to such date, and that all work to be performed under the provisions of the Work Assignment shall be completed to Substantial Completion within the time frame specified in each individual Work Assignment, plus an additional 30 calendar days after receipt of the deficiency list for Final Acceptance, subject only to delays caused by Force Majeure or approved Contract Modifications.

XI. Liability of the Contractor

- A. Pursuant to §725.06(2), F.S., the Contractor shall indemnify and hold harmless Sarasota County Government from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract.
- B. Pursuant to §725.06(2), F.S., the Contractor shall indemnify and hold harmless the Florida Department of Transportation (FDOT) from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract. This provision shall apply only to work performed by the Contractor upon property in which FDOT has a legal interest.
- C. This Section of the Contract will survive the completion or termination of the Contract.

XII. Liquidated Damages

The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the County for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in the Work Assignment documents exceeds the time(s) allowed therefore, shall be the amount(s) per day as stipulated in the Work Assignment, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein as specified in the Work Assignment(s). The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable, therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion for each individual Work Assignment is delayed beyond the required date of Substantial Completion shall be negotiated at the time of the Work Assignment between the Administrative Agent and the Contractor. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance for each individual Work Assignment is delayed beyond the required date of Final Acceptance shall be 25% of the Substantial Completion amount.

XIII. Contractor's Representations for Work Assignments

- A. Contractor makes the following representations regarding each Work Assignment:
1. Contractor has familiarized itself with the nature and extent of the Contract Documents, work, locality, all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
 2. Contractor has investigated and is fully informed of construction and labor conditions, potential obstructions to be encountered, character, quality, and quantities of work to be performed, materials to be furnished, and requirements of the plans where supplied in the Contract Documents.

3. Contractor has given County written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract and the written resolution thereof by County is acceptable to the Contractor.

XIV. Contractor's Representations for the Contract

- A. Contractor declares that submission of a bid for the work constitutes an incontrovertible representation that the Contractor has complied with every requirement of this Solicitation.
- B. Contractor represents that Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- C. Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.

XV. Public Entity Crimes

Pursuant to §287.133(3)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

XVI. Independent Contractor

The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent or servant of County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

XVII. Termination

Termination of the Contract, for either Cause or for Convenience shall be, as stated in General Conditions, Article 6.0, County's Rights. The County reserves the right to terminate any Work Assignment without terminating the Contract or any other uncompleted Work Assignments.

XVIII. Notice Provision

- A. Any notices of default or termination shall be sent by the parties via hand delivery, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below.
- B. Contract clarifications or questions regarding the interpretation of plans and/or specifications not involving: (a) any Contract claim and/or dispute, (b) questions of time not involving extension, delay, or reduction of time, (c) monetary or compensatory issues, (d) fully executed IFCA's (Interim Field Change Agreement) and/or (e) material changes to the Contract, shall be sufficiently given if delivered personally or sent via email, or U.S. mail, postage prepaid, addressed as follows.

Contractor Representative:		County's Administrative Agent:	
Name	Jacob Hensley	Name	John Saputo
Title	Estimator	Title	Manager II
Address	1306 Banana Rd	Address	1001 Sarasota Center Blvd.
	Lakeland, FL 33810		Sarasota, FL 34240
Phone	863-308-0126	Phone	941-650-0022
E-mail	jhensley@acus-us.com	E-mail	jsaputo@scgov.net

XIX. Access to Records

The Contractor shall maintain books, records, documents, and other materials ("Records") directly pertaining to or connected with the services performed under this Contract. Such Records shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such Records shall be retained for a minimum of ten (10) County fiscal years (October 1 - September 30) after completion of the Contract.

XX. Dispute Resolution

- A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.
- B. In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
- C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation.
- D. Any dispute, action or proceeding arising out of or related to this Contract will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- E. The parties hereby waive all rights to trial by jury for any litigation concerning this Contract.
- F. This Contract and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- G. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XXI. Local Hiring Initiative

- A. In accordance with Sarasota County's Local Hiring Initiative Resolution No. 2013-127, Contractor is encouraged to work with CareerSource Suncoast, or any other agency designated by the State of Florida as a workforce development agency, to increase employment opportunities for local residents. Local residents are defined as residents of Sarasota County, but that definition may be expanded to include Manatee and Charlotte Counties if the requisite skill set is not available in Sarasota County. Resolution No. 2013-127 establishes an aspirational goal for contractors and subcontractors to hire 15% minimum local residents as the new hires for construction and construction related projects.

- B. The Contractor is hereby required to include the completed Local Hiring Initiative Participation Form as part of the monthly pay requests.

XXII. Scrutinized Companies

§287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that the organization is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

XXIII. Public Records

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:

**Sarasota County
Public Records Office
1660 Ringling Blvd.
Sarasota, FL 34236**

**Phone: 941-861-5886
Email: publicrecords@scgov.net**

XXIV. Miscellaneous

- A. Failure to insist on strict performance of any covenant, condition, or provision of this Contract by a party, its successors or assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the

- other party from performing any subsequent obligations strictly in accordance with the terms of this Contract.
- B. This Contract may be modified only by instrument in writing and signed by the parties.
 - C. This Contract may be executed in any number of counterparts, any one of which may be taken as an original.
 - D. The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any third party.
 - E. The parties hereto agree that remedies for damages or any other remedies provided for herein shall be construed to be cumulative and not exclusive of any other remedy otherwise available under law.
 - F. If any provision of this Contract is found by a court of competent jurisdiction to be in conflict with an applicable statute or ordinance, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, but shall not invalidate any other provision of this Contract.

XXV. Entire Contract

This Contract constitutes the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of the Contract. The Contractor recognizes that any representations, statements, or negotiations made by County representatives do not suffice to legally bind the County in a contractual relationship unless they have been reduced to writing and signed by an authorized County representative. This Contract shall inure to the benefit of and be binding upon the parties, their respective assigns, and successors in interest.

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EXHIBIT A
UNIT PRICE SCHEDULE

CATEGORY B – POLYURETHANE LININGS

Line Item	Description	Unit of Measure	Unit Price
MANHOLE & STRUCTURES COATING - POLYURETHANE			
1	Polyurethane Resin Based Coating 48" Diameter 1/8" Minimum Thickness	Vertical Feet	\$377.00
2	Polyurethane Resin Based Coating 48" Diameter 1/4" Minimum Thickness	Vertical Feet	\$389.00
3	Polyurethane Resin Based Coating 48" Diameter 1/2" Minimum Thickness	Vertical Feet	\$603.00
4	Polyurethane Resin Based Coating 48" Diameter 1" Minimum Thickness	Vertical Feet	\$1,055.00
5	Polyurethane Resin Based Coating 60" Diameter 1/8" Minimum Thickness	Vertical Feet	\$470.00
6	Polyurethane Resin Based Coating 60" Diameter 1/4" Minimum Thickness	Vertical Feet	\$754.00
7	Polyurethane Resin Based Coating 60" Diameter 1/2" Minimum Thickness	Vertical Feet	\$1,036.00
8	Polyurethane Resin Based Coating 60" Diameter 1" Minimum Thickness	Vertical Feet	\$1,319.00
9	Polyurethane Resin Based Coating 72" Diameter 1/8" Minimum Thickness	Vertical Feet	\$565.00
10	Polyurethane Resin Based Coating 72" Diameter 1/4" Minimum Thickness	Vertical Feet	\$584.00
11	Polyurethane Resin Based Coating 72" Diameter 1/2" Minimum Thickness	Vertical Feet	\$904.00
12	Polyurethane Resin Based Coating 72" Diameter 1" Minimum Thickness	Vertical Feet	\$1,583.00
13	Structure Polyurethane Resin Based Coating 1/8" Minimum Thickness	Square Feet	\$30.00

EXHIBIT A
UNIT PRICE SCHEDULE

Line Item	Description	Unit of Measure	Unit Price
14	Structure Polyurethane Resin Based Coating 1/4" Minimum Thickness	Square Feet	\$31.00
15	Structure Polyurethane Resin Based Coating 1/2" Minimum Thickness	Square Feet	\$48.00
16	Structure Polyurethane Resin Based Coating 1" Minimum Thickness	Square Feet	\$84.00
MANHOLE & STRUCTURES REPAIR			
17	Removal of Existing Manhole or Wetwell Lining System (Excluding T-Lock or Similar Liner)	Square Feet	\$11.00
18	Removal of Existing Manhole or Wetwell T-Lock or Similar Lining System	Square Feet	\$35.00
19	Patching & Profiling - Cementitious Grout Only	Square Feet	\$15.00
20	Infiltration Control - Cementitious or Chemical Grout	Gallon	\$20.00
21	Bonding Compound	Gallon	\$5.00
22	Bench and Invert Channel Repair	Linear Feet	\$250.00
23	Chimney Repairs	Vertical Feet	\$250.00
24	Chimney Replacement	Vertical Feet	\$500.00
25	Manhole Rim & Cover Raised 2" lifts - less than 6"	Each	\$1,000.00
26	Manhole Rim & Cover Raised 2" lifts - 6" to 12"	Each	\$1,000.00
27	Manhole Rim & Cover Replacement - Paved Areas	Each	\$1,950.00
28	Manhole Rim & Cover Replacement - Grassed Areas	Each	\$1,750.00
29	Seam Extrusion Welding	Linear Feet	\$1,100.00
30	Fusion Welding of Pipe Boot	Each	\$500.00
31	Install Rain Water Protector	Each	\$210.00
CLEANING, TELEVISIONING AND ASSESSMENT			
32	Cleaning Manholes	Each	\$150.00
33	Cleaning Structures	Each	\$1,000.00

EXHIBIT A
UNIT PRICE SCHEDULE

Line Item	Description	Unit of Measure	Unit Price
34	Televising (USB)/Photographs(USB) Manholes	Each	\$150.00
35	Televising (USB)/Photographs(USB) Structures	Each	\$300.00
36	GPS Mapping of County Requested Manholes	Each	\$395.00
ANCILLARY SERVICES			
37	Bypass Pumping - 4" Pump	Day	\$2,500.00
38	Bypass Pumping - 6" Pump	Day	\$2,900.00
39	Bypass Pumping - 8" Pump	Day	\$3,900.00
40	Bypass Pumper Truck	Hour	\$350.00
41	Bypass Vac-Truck	Hour	\$350.00
42	Maintenance of Traffic (MOT) - Arterial	Each	\$3,000.00
43	Maintenance of Traffic (MOT) - FDOT	Each	\$5,500.00
44	Emergency Mobilization	Each	\$1,200.00

(END EXHIBIT A)

EXHIBIT B
INSURANCE REQUIREMENTS

For purposes of this Exhibit B, the terms "Vendor," "Contractor" and "Consultant" shall be interchangeable and the terms "Contract," "Term Contract" and "Agreement" shall be interchangeable.

CONTRACTOR'S INSURANCE

Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverage (including endorsements) and limits as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Insurance requirements itemized in this Contract and required of the Contractor shall extend to all subcontractors to cover their operations performed under this Contract. The Contractor shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better.

Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

Contractor shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day notice of cancellation (10 days for non-payment of premium) or non-renewal of coverage. Notwithstanding these notification requirements, the Contractor will be required to provide County with at least 5 days prior written notice of any policy cancellation or non-renewal.

The County reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

- A. **WORKERS' COMPENSATION:** Contractor shall maintain Workers' Compensation insurance in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of \$500,000.00 per accident/per disease/per employee. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.

EXHIBIT B
INSURANCE REQUIREMENTS

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.

- B. **COMMERCIAL GENERAL LIABILITY:** Contractor shall maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract. There shall be no exclusions for explosion, collapse and underground hazards.

Contractor agrees to endorse Sarasota County Government as an additional insured on the Commercial General Liability coverage.

- C. **BUSINESS AUTOMOBILE LIABILITY:** Contractor agrees to maintain Business Automobile Liability with limits not less than \$1,000,000.00 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this Contract. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.

- D. **UMBRELLA/EXCESS LIABILITY:** Contractor agrees to maintain Umbrella or Excess Liability with limits not less than \$2,000,000.00 each occurrence and in the aggregate. Coverage shall follow the terms of the underlying insurance, including the additional insured provisions.

SPECIALIZED REQUIREMENTS (LIABILITY EXPOSURES)

- E. **POLLUTION LIABILITY:** Contractor shall maintain Pollution Liability coverage with limits not less than \$1,000,000 per claim/occurrence for bodily injury, property damage and environmental damage from sudden and gradual occurrences resulting from pollution conditions arising out of the work or services performed under this Contract (including any transportation and disposal of hazardous materials or pollutants). Coverage shall include, but not be limited to, third party liability, clean up, corrective action including assessment, remediation and defense costs. If coverage is written on a claims-made basis: a. Any retroactive date shall precede the effective date of this Contract; b. Contractor shall provide certificates of insurance evidencing the required coverage for a period of two years after final payment under this Contract is made, or provide evidence showing Contractor has obtained a two year extended reporting period endorsement.

SPECIALIZED REQUIREMENTS (PROPERTY EXPOSURES)

- F. **BUILDERS RISK:** Contractor shall maintain, at Contractor's expense, and keep in force during the term of this Contract, Builder's Risk insurance on an all risks of direct physical loss basis, including without limitation, earth movement, flood and

EXHIBIT B
INSURANCE REQUIREMENTS

windstorm, for an amount equal to the full Contract Amount plus all subsequent change orders on a replacement cost basis. Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit.

- a. Such insurance shall be maintained until final payment has been made or until no other person or entity, other than the County has an insurable interest in the property required to be covered.
- b. Policy shall be endorsed such that the insurance shall not be cancelled or lapse because of any partial use or occupancy of the County.
- c. Sarasota County Government, the Contractor and its subcontractors shall be included as Insureds on the policy.
- d. Waiver of subrogation is to apply against all parties named as Insureds, but only to the extent the loss is covered.
- e. Contractor is responsible for the payment of all policy deductibles. Maximum deductible amounts shall not be greater than \$25,000 except for perils of earthquake, flood and windstorm, unless otherwise approved by the County.

(END EXHIBIT B)

From: [City of Ocala - Contracting Officer](#)
To: [Stacey Ferrante](#); [Shayatta J. Roberts](#); [Daphne Robinson](#); [Megan Dugan](#); [Contracts](#); [Eileen M. Marquez](#); [Louis Joseph](#); [Ashley Presley](#); [David C. Williams](#); [Patricia Lewis](#)
Subject: Your policy exception has been approved.
Date: Tuesday, October 21, 2025 3:28:41 PM

Your policy exception has been **approved**.

Approval Comments: drobinson@ocalafl.org

The department is approved to piggyback the contracts awarded to Engineered Spray Solutions, LLC, by Sarasota County, Contracts No. SR 2672-02 and 2672-03 for the provision of polyurethane lined and cementitious lined manhole and structure rehabilitations through August 26, 2028. These services were competitively solicited by Sarasota County under Invitation to Bid No. 252672FB. Four vendors responded and Engineered Spray Solutions, LLC was awarded both of these contracts. The award was for a three year term through August 26, 2028 and offers two one-year renewal terms. According to the department, Engineered Spray Solutions has agreed to extend pricing and services to the City of Ocala under the same terms and conditions as both contracts. This pricing has been found to be fair and reasonable by Water Resources staff. PLEASE ESTABLISH A MUNIS CONTRACT NUMBER AND ISSUE A REQUEST TO CONTRACTING SO THAT A FORMAL PIGGYBACK AGREEMENT CAN BE PREPARED. IF THE DEPARTMENT ANTICIPATES SPENDING MORE THAN \$50,000 WITH THE VENDOR BEFORE THE EXPIRATION OF THE CONTRACT TERM (August 26, 2028), THEN THE CONTRACT NEEDS TO BE PLACED ON A COUNCIL AGENDA. PLEASE ENSURE THAT THIS EXCEPTION APPROVAL IS ATTACHED TO THE MUNIS CONTRACT, CONTRACT REQUEST, AND AGENDA ITEM (IF ANY).



Procurement/Contract/P-Card Exception

Select exception type:

Procurement

Reason for procurement exception:

Piggyback Request in Lieu of Bid

Enter a brief description of your exception request:

Hydrogen sulfide (H₂S) is a colorless gas generated in the sewer system. Over time, this gas causes safety and maintenance problems including odors and corrosion. The corrosive nature of H₂S compromises the integrity of manholes by deteriorating the protective coating and exposing the concrete structure.

[Engineered Spray Solutions, LLC_SR 2672-03_Category B_4943.pdf](#)

Attach all documents related to the exception that can assist the Contracting Officer's decision.

[Engineered Spray Solutions, LLC_SR 2672-02_Category A_2264.pdf](#)
[Engineered Spray Solutions, LLC_SR 2672-03_Category B_3283.pdf](#)

Department

(WRS) WATER RESOURCES

Requestor Name

Stacey Ferrante

Requestor Email

sferrante@ocalafl.gov

Phone number

(352) 351-6652

Courtesy Copy Email 1

kmiller@ocalafl.gov

Courtesy Copy Email 2

rjohnson@ocalafl.gov

Who authorized requesting this exception?

Stacey Ferrante

ABSTRACT OF OFFERS

IFB No. 252672FB

Unit Price Contract for Manhole & Structures Rehabilitation

RESPONSE DEADLINE: February 12, 2025 at 2:30 pm

Report Generated: Wednesday, February 12, 2025

TABLE 1: CATEGORY 1 - CEMENTITIOUS LININGS

Vendor	Total
Atlantic Pipe Services, LLC	\$3,823,012.00
Engineered Coatings Solutions LLC	No Bid
Vortex Services LLC	\$1,873,745.00
Insituform Technologies, LLC	\$2,049,200.00
National Water Main Cleaning Company	\$2,808,950.00
Hinterland Group Inc	\$2,901,100.00
Hydro-Klean, LLC	\$2,925,345.00
Engineered Spray Solutions	\$3,199,400.00
PAINTS & COATNIGS, INC.	\$4,113,500.00

TABLE 2: CATEGORY 2 - POLYURETHANE LININGS

Vendor	Total
Atlantic Pipe Services, LLC	No Bid
Engineered Coatings Solutions LLC	No Bid
Engineered Spray Solutions	\$5,533,500.00
Hinterland Group Inc	No Bid
Hydro-Klean, LLC	No Bid
Insituform Technologies, LLC	\$0.00
National Water Main Cleaning Company	No Bid
PAINTS & COATINGS, INC.	No Bid
Vortex Services LLC	No Bid

TABLE 3: CATEGORY 3 - EPOXY LININGS

Vendor	Total
Engineered Coatings Solutions LLC	\$2,392,275.00
Insituform Technologies, LLC	\$4,302,760.00
Engineered Spray Solutions	\$4,449,400.00
PAINTS & COATINGS, INC.	\$5,631,050.00
National Water Main Cleaning Company	\$6,640,450.00
Atlantic Pipe Services, LLC	\$7,426,849.00
Hinterland Group Inc	No Bid
Hydro-Klean, LLC	No Bid
Vortex Services LLC	\$6,893,745.00

TABLE 4: CATEGORY 4 - GEOPOLYMER LININGS

Vendor	Total
Atlantic Pipe Services, LLC	No Bid
Engineered Coatings Solutions LLC	No Bid
Vortex Services LLC	\$1,888,745.00
Insituform Technologies, LLC	\$2,286,700.00
National Water Main Cleaning Company	\$2,920,950.00
Engineered Spray Solutions	\$3,240,200.00
Hinterland Group Inc	No Bid
Hydro-Klean, LLC	\$2,956,850.00
PAINTS & COATINGS, INC.	No Bid

Sarasota County
Office of Financial Management

Kimberli Radtke, Director
1660 Ringling Blvd, Sarasota, FL 34236
(941) 861-5000


EXECUTIVE SUMMARY

HYBRID No. 252672FB

Unit Price Contract for Manhole & Structures Rehabilitation

RESPONSE DEADLINE: February 12, 2025, at 2:30 pm

NOTICE OF RECOMMENDED AWARD

Project Title	Unit Price Contract for Manhole & Structures Rehabilitation
Project ID	252672FB
Project Type	General Solicitation
Release Date	January 9, 2025
Due Date	February 12, 2025
Procurement Agent	Frank Berger FCB 

Recommended Award

Category A: Vortex Services LLC and Engineered Spray Solutions, LLC*, having submitted the lowest responsive and responsible bids are recommended for award of Category A.

Category B: Engineered Spray Solutions, LLC having submitted the lowest responsive and responsible bid is recommended for award of Category B.

Category C: Engineered Coatings Solutions, LLC having submitted the lowest responsive and responsible bid is recommended for award of Category C.

Category D: Vortex Services LLC, and Insituform Technologies, LLC*, having submitted the lowest responsive and responsible bids are recommended for award of Category D.

Jennifer Slusarz

 Digitally signed by Jennifer Slusarz
Date: 2025.06.10 17:37:34 -04'00'

Procurement Official or Designee

**Bidder accepted an opportunity to match the lowest responsive and responsible bidder's unit prices*



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0188

Agenda Item #: 10d.

Submitted By: Christina Guy

Presentation By: Gary Crews

Department: Facilities Management

FORMAL TITLE:

Additional expenditures under the Agreement for Overhead Door Repair, Maintenance, and Replacement with Material Handling Systems, Inc., for an increased aggregate expenditure not to exceed \$100,000

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

The Facilities Management Division is responsible for maintaining all City-owned facilities including operational buildings, fire stations, fleet garages, and storage structures equipped with overhead doors. These doors are critical for daily operations, providing secure access for vehicles, equipment, and personnel.

FINDINGS AND CONCLUSIONS:

On January 24, 2025, the City of Ocala and Material Handling Services, Inc. ("Contractor") entered into an Agreement for Overhead Door Repair, Maintenance, and Replacement, City Contract No. FAC/250098, with an aggregate expenditure of \$50,000 for the initial two-year term.

Since contract inception, expenditures under FAC/250098 have totaled approximately \$45,193, leaving a balance of \$4,807. Many of the City's overhead doors have experienced increased wear due to heavy use and exposure to weather. In several locations, recurring mechanical issues, safety hazards, and structural deficiencies have required more frequent repairs to maintain operational integrity and ensure personnel safety. Facilities staff anticipates that an additional allocation of \$50,000 in funding is needed to effectively cover repairs expected for the remainder of the initial contract term, through January 19, 2027. With this amendment, the total contract aggregate expenditure will now be \$100,000.

Facilities recommends approval of additional expenditures under the agreement for overhead door repair, maintenance, and replacement with Material Handling Systems, Inc. in the amount of \$50,000.

FISCAL IMPACT:

Funding is allocated in account 001-026-321-519-51-46010 - Facilities Repair & Maintenance.

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

FIRST AMENDMENT TO AGREEMENT FOR OVERHEAD DOOR REPAIR, MAINTENANCE, AND REPLACEMENT

THIS FIRST AMENDMENT TO AGREEMENT FOR OVERHEAD DOOR REPAIR, MAINTENANCE, AND REPLACEMENT ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **MATERIAL HANDLING SYSTEMS, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 65-0595039) ("Contractor").

WHEREAS, on January 24, 2025, City and Contractor entered into an Agreement for Overhead Door Repair, Maintenance, and Replacement (the "Original Agreement"), City of Ocala Contract Number: FAC/250098 for a total amount not to exceed \$50,000 over a term of two (2) years, from January 20, 2025 to January 19, 2027; and

WHEREAS, City and Contractor now desire to revise the compensation amount for the remainder of the initial contract term.

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 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. **COMPENSATION.** City shall pay Contractor an aggregate amount of **ONE HUNDRED THOUSAND, AND NO/100 DOLLARS (\$100,000)** over the initial Contract Term as full and complete compensation for the timely and satisfactory performance of services in accordance with the unit pricing described in **Exhibit B – Price Proposal**. The pricing in this Agreement may only be adjusted by written amendment executed by both parties.
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:

Material Handling Systems, Inc.
Attn: Danielle Fontes
2741 NE 4th Avenue
Pompano Beach, Florida 33064
Phone: 786-282-3873
E-mail: danielle.fontes@mhscrane.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 First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
7. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

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



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

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
Council President

Approved as to form and legality:

MATERIAL HANDLING SYSTEMS, INC.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)



AGREEMENT FOR OVERHEAD DOOR REPAIR, MAINTENANCE, AND REPLACEMENT

THIS AGREEMENT FOR OVERHEAD DOOR REPAIR, MAINTENANCE, AND REPLACEMENT ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **MATERIAL HANDLING SYSTEMS, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 65-0595039) ("Contractor").

WHEREAS, on November 4, 2024, City issued an Invitation to Bid to provide overhead door repair, maintenance, and replacement services, ITB No.: FAC/250098 (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, the bid submitted by Material Handling Systems, Inc. was found to be the lowest; and

WHEREAS, Contractor was chosen as the intended awardee to provide overhead door repair, maintenance, and replacement 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. 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 through B-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.
3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor an amount no greater than **FIFTY THOUSAND, AND NO/100 DOLLARS (\$50,000)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.
 - A. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to



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

- B. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor will be given a coversheet for their invoice. This coversheet must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Facilities Department, Attn: Gary Crews, Address: 1805 NE 30th Avenue, Building 200, Ocala, FL 34470** E-Mail: facilities@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 JANUARY 20, 2025, and continue in effect for a term of TWO (2) YEARS, through and including JANUARY 19, 2027 (the "Term"). This Agreement may be renewed for up to TWO (2) optional ONE (1) YEAR periods by written consent between City and Contractor.
6. **Lead Time.** The maximum acceptable lead time on materials is two (2) weeks.
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, 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.
8. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
 - A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its 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.
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 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.
10. **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.
11. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.
- A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **THREE (3) YEARS** 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) **THREE (3) YEARS** 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 all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.
12. **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 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.
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 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.
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. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A**. City has the authority to stop work or to suspend any work.
18. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
19. **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.
20. **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.
21. **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 event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
- F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. **Severability of Interests.** Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.



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:

Material Handling Systems, Inc.
Attention: Danielle Fontes
2741 NE 4th Avenue
Pompano Beach, FL 33064
Phone: 786-282-3873
E-mail: danielle.fontes@mhscrane.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



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.]



CONTRACT# FAC/250098

IN WITNESS WHEREOF, the parties have executed this Agreement on
1/24/2025

ATTEST:

CITY OF OCALA

Signed by:
Angel B. Jacobs

Angel B. Jacobs
City Clerk

DocuSigned by:
Ken Whitehead

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

MATERIAL HANDLING SYSTEMS, INC.

Signed by:
William E. Sexton, Esq.

William E. Sexton, Esq.
City Attorney

DocuSigned by:
Ronald Fontes

RONALD FONTES

By: Ronald Fontes
(Printed Name)

Title: President
(Title of Authorized Signatory)

Exhibit A – SCOPE OF WORK**CONTRACT# FAC/250098****BACKGROUND**

Contractor shall provide overhead door repair, preventative maintenance, and overhead door replacement services to support the Fleet and Facilities Department.

DELIVERY

1. Supplies shall be delivered or shipped to Facilities Management, 1805 NE 30th Avenue, Building 200, Ocala, FL, 34470.
2. Scheduling of all deliveries shall be coordinated with the City Project Manager, Gary Crews, Division Head, Facilities Department, 352-351-6796, e-mail: Facilities@ocalafl.gov.

PROJECT SUMMARY, DELIVERABLES AND HOURS

Project Summary: Contractor shall be required to perform the following services for the City of Ocala:

1. Preventative Maintenance Schedule: Contractor shall provide the City Project Manager with a schedule for performing garage door preventative maintenance within **two (2) weeks** of contract execution.
2. **Preventative Maintenance Services:**
 - a) Service frequency shall be annual.
 - b) Contractor shall document in writing the findings of each inspection and the preventative maintenance actions performed for each door.
 - c) A copy of each inspection report must be submitted to the City Project Manager no later than **five (5) business days** after inspection.
 - d) If an inspection identifies a safety concern or major deficiency, the Contractor must immediately notify the City Project Manager. This notification must be made within **two (2) hours** of the discovery via phone call and email. Major deficiencies are defined as any condition that:
 - i) Jeopardizes the safety of City personnel or the public.
 - ii) Prevents an overhead door from functioning reliably.
 - iii) Prevents an overhead door from being securely closed.
 - iv) Involves cracked, broken, or missing window glass.
3. **Inspections shall include:**
 - a) Inspect general arrangement of door and mechanism mountings, guides, wind locks, anchor bolts, counterbalances, weatherstripping, etc. Clean, tighten and adjust as required.
 - b) Operate with power from stop to stop and at intermediate positions.
 - c) Observe the performance of various components such as brake, limit switches, motor, gearbox, etc. Clean and adjust as needed.
 - d) Check operation of the electric eye, treadle, or other operating devices. Clean and adjust as needed.
 - e) Check manual operations. Note brake releases, motor disengagement, functioning or hand pulls, chain sprockets, clutch, etc.
 - f) Inspect motor, starter, gearbox, chains, and lubricate or add oil as required.
 - g) Perform required lubrication. Remove old or excess lubricant.

Exhibit A – SCOPE OF WORK**CONTRACT# FAC/250098**

h) Clean unit and mechanism thoroughly and remove all debris.

4. Installation, Repair, and Replacement Services:

- a) Installation services will primarily consist of new overhead door installs, upgrades, or renovations.
- b) Repair and/or replacement will primarily consist of the identification and performance of any repairs required to bring the equipment up to the manufacturer's operating standards (component replacement as required to minimize malfunction, breakdown, or deterioration of the mechanical operating portion of the equipment).
- c) In the event of the need for a complete replacement, Contractor must provide a written quotation to the City Project Manager, email is acceptable.
 - i) Quotes must be accompanied by the manufacturer's quote for the parts being replaced. Failure to provide manufacturer's quote may result in rejection of the proposal. No work shall commence without the approval of the City Project Manager or designee.
 - ii) A quote is required for all additional work and repairs and must be approved before the Contractor begins work. In case of emergencies, this requirement may be waived at the discretion of the City Project Manager.
 - iii) Quotes shall include the parts mark-up cost and must be accompanied by the manufacturer's quote for such parts. Failure to provide the manufacturer's quote may result in the rejection of the quotation.

5. All parts and components shall be new original manufacturer's parts or equivalent. Contractor shall maintain a reasonable inventory of new parts and components to be readily available to expedite repairs.

6. Used parts or components are not acceptable.

Deliverables: Contractor shall provide monthly reports of all work in progress. Deliverables must be provided to the City of Ocala Project Manager before payment for such work.

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 48-hour advance notice to City Project Manager for work outside normal shift hours. The city may decline the request.

WRITTEN QUOTES

- 1. Contractor shall submit a detailed written estimate of the proposed services prior to any work being performed by the Contractor. Written quotes shall be submitted within **three (3) days** of the initial request by the City. The Contractor shall submit an itemized not-to-exceed price, giving a full description of the project for each project covered by this contract.
- 2. Written quotes shall list the location name and address. The project estimate shall list each and every item per bid specifications, i.e., items and quantity, and all hardware items used. Each quote shall be submitted to the City Project Manager by email with a clear sketch or drawing (if applicable).

CONTRACTOR EMPLOYEES AND EQUIPMENT

- 1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.

Exhibit A – SCOPE OF WORK**CONTRACT# FAC/250098**

2. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. The Contractor's employees shall wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Contractor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
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 shall display a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala shall 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. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Installation shall be performed in compliance with all requirements and instructions of applicable manufacturers.
4. Contractor shall be responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.

Exhibit A – SCOPE OF WORK**CONTRACT# FAC/250098**

5. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
6. Data collected by the Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
7. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes Word, Excel, Power Point, Access, or any other software as specified and approved by City staff.

SUB-CONTRACTORS

1. Contractor must perform a minimum of 30% of the work with their own forces.
2. Services assigned to sub-contractors shall be approved in advance by the City Project Manager.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** The Contractor shall keep the premises free 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 shall be completely cleaned after each day of work.
 - C. Contractor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean the entire work area as applicable.
 - A. All furnishings and equipment shall be placed back in their original locations.
 - B. All work areas must be returned to their original condition.
 - C. Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*

SAFETY

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

EXHIBIT B - PRICE PROPOSAL CONTRACT# FAC/250098**Overhead Door Repair and Replacement****PREVENTATIVE MAINTENANCE SERVICES**

ITEM	DESCRIPTION	# OF DOORS	UNIT COST
1	Discovery Center - 11'7" x 9'7"	1	\$ 50.00
2	Parks Operations - 12 x 12	1	\$ 50.00
3	Parks Operations - 11'4" x 12	1	\$ 50.00
4	WRF #1 - 10 x 8	1	\$ 45.00
5	WRF #1 - 16 x 11	1	\$ 70.00
6	WRF #1 - 10 x 11	1	\$ 45.00
7	WRF #2 - 14'4" x 14	1	\$ 65.00
8	WRF #2 - 10 x 8	1	\$ 45.00
9	WRF #2 - 10 x 8'6"	1	\$ 45.00
10	WRF #3 - 16 x 10	1	\$ 70.00
11	WRF #3 - 8'5" x 10	1	\$ 40.00
12	WRF #3 - 12 x 16	1	\$ 50.00
13	Sanitation - 12'1" x 12	1	\$ 50.00
14	Sanitation - 45.5" x 10	1	\$ 70.00
15	Sanitation - 16 x 12	1	\$ 70.00
16	Sanitation - 16 1/2 x 12'6"	1	\$ 70.00
17	Sanitation - 12'4" x 12'6"	1	\$ 50.00
18	Jervey Gantt Pool - 10 x 8'1"	1	\$ 45.00
19	Fire Station #1 - Headquarters - 14' x 14'	1	\$ 65.00
20	Fire Station #2 - 12 x 13'6"	1	\$ 50.00
21	Fire Station #3 - 8th Ave - 14' x 14'	1	\$ 65.00
22	Old Fire Station #3 - MLK/SR 200 - 12 x 12	1	\$ 50.00
23	Fire Station #4 - 14 x 14	1	\$ 65.00
24	Fire Station #5 - 14'4" x 14	1	\$ 65.00
25	Fire Station #6 - 12'2" x 14	1	\$ 50.00
26	Fire Station #7 - 14' x 14'	1	\$ 65.00
27	Fleet PM - 9'11" x 8'2"	1	\$ 40.00
28	Fleet PM - 16'2" x 14'2"	1	\$ 70.00
29	Fleet PM - 14'5" x 16'10"	1	\$ 65.00
30	Fleet Heavy Truck - 16 x 16	1	\$ 70.00
31	Fleet Heavy Truck - 14'2" x 16	1	\$ 65.00
32	Fleet Small Engines - 14'2" x 16'2"	1	\$ 65.00
33	Fleet Light Vehicles - 18'2" x 14'2"	1	\$ 70.00
34	Facilities - 10'2" x 8'2"	1	\$ 45.00
35	Streets - 10 x 10	1	\$ 45.00
36	Streets - 10 x 16	1	\$ 45.00
37	Streets - 10'7" x 12'6"	1	\$ 45.00

ITEM	DESCRIPTION	# OF DOORS	UNIT COST
38	Electric T&D - 10 x 6	1	\$ 45.00
39	Electric T&D - 15 x 10	1	\$ 65.00
40	Electric T&D - 14 x 12	1	\$ 65.00
41	Electric T&D - 16 x 12	1	\$ 70.00
42	Water Resources - 9 x 10	1	\$ 40.00
43	SunTran Station - 12 x 14	1	\$ 50.00
44	Electric Warehouse	1	\$ 50.00
45	Water Treatment Plant - 16 x 6'9"	1	\$ 70.00
46	Water Treatment Plant - 12 x 11	1	\$ 50.00
47	Water Treatment Plant - 13 x 10	1	\$ 50.00
48	Public Works - 10'2" x 8'2"	1	\$ 45.00
49	Scott Carrigan Field - 10 x 6'9"	1	\$ 45.00
50	Scott Carrigan Field - 12 x 4	1	\$ 50.00
51	Scott Carrigan Field - 10 x 8	1	\$ 45.00
52	Scott Carrigan Field - 10 x 6'8"	1	\$ 45.00
53	Tusawilla Park - 10 x 9'5"	1	\$ 45.00
54	Tusawilla Park - 11'10" x 9'3"	1	\$ 50.00
55	Ocala Golf Club - 12'5" x 9'7"	1	\$ 50.00
56	Lift Station #2 - 12'7" x 8'10"	1	\$ 50.00
57	Lift Station #17 - 12'6" x 10'2"	1	\$ 50.00
58	Lift Station #46 - 12'6" x 10'2"	1	\$ 50.00
59	Lift Station #83 - 12'6" x 10'2"	1	\$ 50.00
60	Lift Station #88 - 12'7" x 11'1"	1	\$ 50.00
61	Lift Station #91 - 12'6" x 10'2"	1	\$ 50.00

Certificate Of Completion

Envelope Id: 62BEE1C1-55F6-4D71-BEE8-B7DD437F272F

Status: Completed

Subject: Agreement for Overhead Door Repair, Maintenance, and Replacement (FAC/250098)

Source Envelope:

Document Pages: 21

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Porsha Ullrich

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

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

Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: Porsha Ullrich

Location: DocuSign

1/15/2025 2:48:20 PM

pullrich@ocalafl.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

Signer Events

Ronald Fontes

ron@mhscrane.com

President

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

Ronald Fontes

08A1183F79504A6...

Timestamp

Sent: 1/21/2025 9:43:54 AM

Viewed: 1/21/2025 11:46:00 AM

Signed: 1/24/2025 11:38:52 AM

Signature Adoption: Pre-selected Style

Using IP Address: 12.15.35.227

Electronic Record and Signature Disclosure:

Accepted: 1/21/2025 11:46:00 AM

ID: 3ca0eef5-d622-4687-b1d7-039bc341b547

William E. Sexton, Esq.

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication (None)

Signed by:

William E. Sexton, Esq.

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Sent: 1/24/2025 11:38:53 AM

Viewed: 1/24/2025 2:09:18 PM

Signed: 1/24/2025 2:24:34 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

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...

Sent: 1/24/2025 2:24:36 PM

Viewed: 1/24/2025 4:23:39 PM

Signed: 1/24/2025 4:25:15 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

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...

Sent: 1/24/2025 4:25:17 PM

Viewed: 1/25/2025 11:53:20 AM

Signed: 1/25/2025 11:53:57 AM

Signature Adoption: Pre-selected Style

Using IP Address: 174.64.104.234

Electronic Record and Signature Disclosure:

Accepted: 1/25/2025 11:53:20 AM

ID: 9da4114f-7050-4ecc-ac57-0b54a2defc02

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
Danielle Fontes danielle.fontes@mhscrane.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/20/2025 11:39:07 AM ID: 01147e54-8584-4e80-aeef-eb68b6cb8410	<div>COPIED</div>	Sent: 1/21/2025 9:43:55 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/15/2025 2:54:12 PM
Certified Delivered	Security Checked	1/25/2025 11:53:20 AM
Signing Complete	Security Checked	1/25/2025 11:53:57 AM
Completed	Security Checked	1/25/2025 11:53:57 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0221

Agenda Item #: 10e.

Submitted By: John Spencer

Presentation By: John Spencer

Department: Recreation and Parks

FORMAL TITLE:

Utilization of Sourcewell's cooperative purchasing agreement with Hussey Seating Corporation for the purchase of retractable bleachers for the E. D. Croskey Recreation Center Gymnasium in the amount of \$124,886

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

The E.D. Croskey Recreation Center is owned and operated by the City of Ocala. The existing wooden bleachers are over 25 years old and no longer function properly. The manual retraction system is partially inoperable, and replacement parts are unavailable. These bleachers have exceeded their useful life and no longer meet current accessibility standards.

FINDINGS AND CONCLUSIONS:

As a political subdivision of the State of Florida, the City of Ocala qualifies as an eligible user of Sourcewell cooperative purchasing agreements to procure commodities and services. New retractable electric bleachers will be purchased utilizing Sourcewell Contract No. 081523-HSC with Hussey Seating Corporation (Hussey) through SSE and Associates, Inc. d/b/a Southeastern Surfaces & Equipment, the exclusive dealer for Hussey products in the state of Florida. The underlying solicitation for the cooperative purchasing agreement has been evaluated and determined by the City's Procurement Department to be cost-effective and to afford best value.

Southeastern Surfaces & Equipment will remove the existing bleachers and install the new system. The new bleachers will comply with the International Code Council (ICC) 300 Standard for Bleachers, Folding and Telescopic Seating, and Grandstands, ensuring alignment with national safety and design guidelines. The system includes a 10-year structural warranty and a five-year warranty on decking, seating, electrical

components, and finishes. Staff have verified Southeastern Surfaces & Equipment's qualifications, references, and warranty terms.

Staff recommends approval.

FISCAL IMPACT:

Funds in the amount of \$124,886 are budgeted in Fiscal Year 2025-26 under account 001-021-123-575-66-64010 and will be expended under Contract No. REC/260096.

PROCUREMENT REVIEW:

The agreement was processed in compliance with the City's Procurement Policy.

LEGAL REVIEW:

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

COOPERATIVE PURCHASING AGREEMENT FOR EVENT SEATING AND STAGING SOLUTIONS

THIS COOPERATIVE PURCHASING AGREEMENT FOR EVENT SEATING AND STAGING SOLUTIONS ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **SSE AND ASSOCIATES, INC. D/B/A SOUTHEASTERN SURFACES, & EQUIPMENT, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-3265072) ("Contractor").

WHEREAS, after a competitive procurement process, the Hussey Seating Corporation entered into a contract with Sourcewell for the provision of event seating and staging solutions with related accessories and services, Sourcewell Contract Number 081523-HSC (the "Sourcewell Agreement"); and

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

WHEREAS, City desires to purchase labor, services, and materials for the provision of equipment, products, or services pursuant to essentially the same terms and conditions provided under the Sourcewell Agreement as applicable and amended by the terms and conditions of this Piggyback Agreement; and

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

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

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
 - A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for Event Seating and Staging Solutions with Related Accessories and Services as it may from time to time be amended or modified pursuant to its terms and provisions.
 - B. **Sourcewell Agreement:** shall mean the Agreement for Event Seating and Staging Solutions with Related Accessories and Services between Southeastern Surfaces & Equipment, Inc. and its exhibits, as amended and attached hereto as **Exhibit A – Sourcewell Agreement**.
3. **INCORPORATION OF THE SOURCEWELL AGREEMENT.** The Sourcewell Agreement attached hereto as **Exhibit A** is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the Sourcewell Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.
4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in

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

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

- A. Exhibit A: Sourcwell Agreement (A-1 through A-55)
 - B. Exhibit B: Contractor Proposal (B-1 through B-2)
5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the Sourcwell Agreement are modified and replaced, in their entirety, as follows:
- A. The terms "Supplier," "Participating Entity," or "Sourcwell" shall be replaced and intended to refer to the "City of Ocala."
 - B. **COMPENSATION.** City shall pay Contractor a price not to exceed the maximum limiting amount of **ONE HUNDRED TWENTY-FOUR THOUSAND, EIGHT HUNDRED EIGHTY-FIVE AND 48/100 DOLLARS (\$124,885.48)** over the contract term for the performance of the work and in accordance with the contract documents based on the most current prices set forth in **Exhibit A – Sourcwell Agreement**.
 - C. **TIME FOR PERFORMANCE.** This Agreement shall become effective and commence on **DECEMBER 17, 2025**, and continue through and including **OCTOBER 6, 2027**.
 - D. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at **John Spencer** Address; **828 NE 8th Avenue, Ocala, Florida 34470** E-Mail: jspencer@ocalafl.gov; Office: **352-368-5505**.
 - E. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - F. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
 - G. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
 - H. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to

Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

- I. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
6. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
7. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
8. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
 - A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
 - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
9. **ADDITIONAL INSURANCE REQUIREMENTS.**

- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
- B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. **Certificates of Insurance.** No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. **City as Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
- E. **Notice of Cancellation of Insurance.** Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
- F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

- G. **Severability of Interests.** Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
10. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

11. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
12. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
13. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph

2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

14. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
15. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
16. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
17. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
18. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
19. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid,

return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor: SSE and Associates, Inc.
d/b/a Southeastern Surfaces & Equipment, Inc.
Attention: Margot Estrada
569 Canal Street
New Smyrna Beach, Florida 32168
Phone: 386-428-8875
E-mail: ap@sseteam.com

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

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

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

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

ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

22. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
23. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
24. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
25. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
26. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
27. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
28. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
29. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
30. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
31. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no

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

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

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

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

**SSE AND ASSOCIATES, INC D/B/A
SOUTHEASTERN SURFACE &
EQUIPMENT, INC.**

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

**Solicitation Number: RFP #081523****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Hussey Seating Corporation, 38 Dyer Street Ext., North Berwick, ME 03906-6763 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Event Seating and Staging Solutions with Related Accessories and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires October 6, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcwell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcwell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

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D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

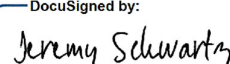
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell


Hussey Seating Corporation

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/5/2023 | 7:23 AM CDT

DocuSigned by:

By: 55B46CC3EC0D4E1...
Brian Deveau
Title: CEO & President
Date: 10/4/2023 | 4:23 PM CDT

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 10/5/2023 | 9:07 AM CDT

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RFP 081523 - Event Seating and Staging Solutions with Related Accessories and Services

Vendor Details

Company Name: Hussey Seating Company
Address: 38 Dyer Street
North Berwick, ME 03906
Contact: Ron Bilodeau
Email: rbilodeau@husseyseating.com
Phone: 207-676-2771 234
HST#: 061032772

Submission Details

Created On: Wednesday June 28, 2023 08:19:02
Submitted On: Tuesday August 15, 2023 06:59:45
Submitted By: Ron Bilodeau
Email: rbilodeau@husseyseating.com
Transaction #: 0ba46dfd-a955-4856-bfe8-8cca0cd7c2be
Submitter's IP Address: 207.215.137.116

DocuSign Envelope ID: 4686FEB-8735-4643-8F5B-84C3BD882315

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Hussey Seating Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Hussey Seating Company
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Hussey Advantage A Division of Hussey Seating Company Hussey Seatway A Division of Hussey Seating Company
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 5275 EI: FSLHDD5LRC17
5	Proposer Physical Address:	Hussey Seating Company c/o: Ron Bilodeau; Marketing Manager; Product Innovation & Sale EDU 38 Dyer Street Ext North Berwick, ME 03906-6763 USA
6	Proposer website address (or addresses):	www.husseyseating.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Brian Deveau CEO & President Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA e. bdeveau@husseyseating.com t. +1.207.676.0299
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ron Bilodeau Marketing Manager of Product Innovation & Sales EDU Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA e. rbilodeau@husseyseating.com t. +1.207.676.0234

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9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	<p>Sean O'Leary VP of Sales & Marketing</p> <p>Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA</p> <p>e. soleary@husseyseating.com t. +1.207.676.0370</p> <p>Adam Pearson Director of Sales Operations</p> <p>Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA</p> <p>e. apearson@husseyseating.com t. +1.207.676.0366</p> <p>Nick Hildings, Accountant II Sourcwell Quarterly Reports</p> <p>Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA</p> <p>e. nhildings@husseyseating.com t. +1.207.676.0213</p> <p>Rene Hokinson, Accounts Payable</p> <p>Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA</p> <p>e. rhokinson@husseyseating.com t. +1.207.676.0210</p> <p>Brian Harrington, Treasury & Credit Manager</p> <p>Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA</p> <p>e. bharrington@husseyseating.com t. +1.207.676.0302</p>
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Table 2A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response
10	Provide a detailed description of the products, and services that you are offering in your proposal.	<p>Hussey Seating Company, Your Partner for Seating Solutions, is an American-based sixth/seventh generation family-owned and operated company located in North Berwick, Maine, since 1835, 188 years.</p> <p>We work in a straightforward process, as our goal is to create a customer for life while providing the lowest product life cycle investment.</p> <p>We start the process by listening to the Sourcwell Members/Agencies' needs and desires; we then share and educate on our knowledge, global experience, trends, and potential solutions for discussion. Then it is time to Collaborate on the Right Solution with our Sourcwell Member/Agency while offering the following services and products to make the process easy and hassle-free.</p> <p>Our Services provided:</p> <p>Local Representation Exclusive Dealer & Direct Teams in your area New Projects, Renovation, or Complete Replacement</p> <p>Hussey offers local exclusive representation for sales and service in all US & Canada States and Provinces and a direct sales team for professional & collegiate venues. This provides our customers with an easy, hassle-free experience for the product's life. We aim to be part of and understand the local community's needs</p>

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and desires and be available when our customers need us.
Hussey can collaborate directly with the customer saving additional customer investments by managing the product design and installation or work with the Sourcewell Members/Agencies selected design team [architect, contractor, consultants, etc.].
WHERE TO BUY | <https://www.husseyseating.com/find-a-dealer>

Design Consultancy | Free Service
At Hussey Seating, we start with a design meeting driven by our exclusive dealer or direct project development team to gain an understanding of the Sourcewell Member/Agency or their project design teams, needs and desires, identify critical objectives regarding products, conversion requirements, storage capabilities and space, patron/fan in-venue experience, project budget, project management, lead-times & installation/assembly and service and inspection requirements. This is part of every project to align direction and expectations. Once complete, the Hussey team will leverage our experience and knowledge and provide potential solutions to assist with our collaborative discussions and decisions.

2D Proposal Drawings | Free Service
We complete 2D proposal drawings showing the recommended seating solutions, code-compliant layouts, seating/ADA capacities, and building dimensional requirements for collaborative discussions and decisions. This visual tool is excellent for helping validate a consistent agreed-upon vision while cross-referencing needs, desires / critical objectives.

3D Revit Renderings | Free Service
We complete 3D Revit Renderings for large-scale projects to best assist with capital fundraising campaigns/marketing and provide an enhanced real-life venue visualization.
HSC REVIT FAMILIES | <https://www.husseyseating.com/revit>

3D Chair Configurator [Design your Vision] | Free Self-Service
We're helping you bring your vision to life early in the process with a 3D Configurator that will let you visualize your design choices in real-time, create images, and download a custom specification - officially putting you in the driver's seat.
3D Chair Configurator [Design your Vision] | <https://www.husseyseating.com/build-your-chair>

Surface Materials for Color Boards | Free Service
Let us help you create your project design/color board with all the surface materials you require for surface material selections, polymer & powder coat color chips, laminate, wood veneer, hardwood samples & fabric swatches. Viewing actual surface material chips or production samples for final product color approvals is essential, do not approve colors from digital or printed selectors due to potential variations based on computer screen calibration, print quality, and natural wood variations..
Surface Materials for Color Boards | <https://www.husseyseating.com/surface-material>

Product Samples | Free Service during the project collaboration
Hussey Seating Company provides a product sample process for pre-sale and post-sale as required based on customers' knowledge and familiarity with our products or project specification requirements. Our exclusive dealers or direct sales team will provide samples when requested.

Technical Data | Free Service during the project collaboration
Hussey Seating Company provides project-specific product specifications in Word, RTF, or pdf format upon request. Our exclusive dealers or direct sales team will also provide the following as required.
~ Product Warranty Details
~ Environmental Data LEED V2.1
~Owner's Manuals

Production Submittal Drawings & Field Checks | Free Service
We complete 2D Submittal Drawings & Field Checks showing the final agreed-upon recommended seating solutions, code-compliant layouts, seating/ADA capacities, and building dimensional requirements for collaborative discussions and decisions. This drawing will assist in validating the final project decisions and actual field conditions before production and installation. Our exclusive dealers or direct sales team will collaborate with you during final approval.

3D Building Scans | Not Required on All Venues
Hussey Seating Company will complete 3D building scans on large venues with high-level design complexity. This helps streamline the design and collaboration process while providing a real-time dimensional resource for our design teams.

Project Management | Completed by Exclusive Dealers and Direct Team

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Hussey Seating Company will provide project management via our exclusive dealer network or our direct team to provide the customer with a single point of contact in the final project installation/assembly phases. Direct projects may carry a Project management line item depending on project size and complexity.

Regional Service Centers | Dealer & Direct Teams in your area
Hussey Seating Company provides Regional Service Centers at a Local and National level. Our certified centers/teams can perform the following for the product life cycle to help maximize your investment.

~Safety Evaluations

~Telescopic Seating Annual Inspections Required by Code

~Fixed & Portable Chair Inspections as Requested

~Annual Service, Maintenance & Repair

OUR PRODUCTS | Tip & Roll, Telescopic/Retractable Bleacher Seating Systems, Telescopic/Retractable Platform Seating Systems, Telescopic/Retractable Seating Solutions, Fixed Seating Solutions, Portable Seating Solutions

MAXAM1™ | Tip & Roll/Portable Seating Solution

The next generation in portable bleacher seating is MAXAM 1™. Designed to be the safest and most comfortable portable bleachers available, MAXAM 1™ Portable Bleachers quickly bring the safety, comfort, and durability of large gym bleacher systems to almost any spot on your facility's campus.

One person. MAXAM 1™ Portable Bleachers are designed for quick & easy one-person transport and one-person operation. Hussey's legendary attention to detail means MAXAM 1™ was created with your environment in mind, whether fitting through tight doorways and onto elevators or providing the safest portable bleacher system to own and operate.

<https://www.husseyseating.com/tip-and-roll-bleacher/maxam1/>

MAXAM® | Telescopic/Retractable Bleacher Seating System

Maximize your floor space and bleacher seating with Hussey Seating MAXAM telescopic bleachers. Equipped with Hussey Seating's innovative Flex-Row technology, MAXAM bleachers provide numerous lock-in bleacher seating layouts to keep your indoor gymnasium accessible and in ADA compliance.

<https://www.husseyseating.com/telescopic-bleacher/maxam/>

MAXAM+™ | Telescopic/Retractable Platform Seating System

Designed engineered to meet a wide variety of applications and venues, from school auditoriums to sports and entertainment arenas, MAXAM+ is ready to perform in the most demanding audience environments. With features like custom and variable rise, tapered sections, extruded aluminum decking, and our Metro™ folding platform chair, MAXAM+ will not disappoint.

<https://www.husseyseating.com/telescopic-seating/maxam-plus/>

MXP™ | Telescopic/Retractable Platform Seating System

MXP™ Telescopic Platform delivers big-league performance when the pressure is on. Building on the heritage of our proven vertical frame construction, MXP Telescopic Platform seating delivers owners and operators maximum performance and reliability, ease of setup and operation, and the premium seating experience your customer's demand.

<https://www.husseyseating.com/telescopic-seating/mxp/>

Hussey Seatway™ | Telescopic/Retractable Platform Seating System

For "Black Box" auditoriums, worship, and theaters, combine the flexibility of retractable seating with the stylish aesthetics and comfortable seating of a Performing Arts space. Hussey Seatway retractable seating is completely customized for your performance space and tailored to your seating needs.

<https://www.husseyseating.com/telescopic-seating/seatway-tp/>

Telescopic/Retractable Seating Solutions

Quattro® Forward Tilt

The Quattro Classic Series blends the comfort of a premium auditorium chair with the flexibility of a telescopic seating platform, making these high-value locations truly the best seats in the house. Designed to decrease labor costs and changeover time, platforms with Quattro Classic can efficiently change from stored to event-ready, with each staff member operating rows of up to 14 chairs at a time for a single operator. Requires a Minimum Rise of 4".

Quattro® Forward Fold

The Quattro Classic Series blends the comfort of a premium auditorium chair with the flexibility of a telescopic seating platform, making these high-value locations the best seats in the house. Designed to decrease labor costs and changeover time, platforms with Quattro Classic can efficiently change from stored to event-ready, with each staff member operating rows of up to 14 chairs at a time for a single operator. Requires a Minimum Rise of 16".

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Quattro ® Nose Mount

The Quattro Classic Series blends the comfort of a premium auditorium chair with the flexibility of a telescopic seating platform, making these high-value locations truly the best seats in the house. Designed to decrease labor costs and changeover time, platforms with Quattro Classic can efficiently change from stored to event-ready, with each staff member operating rows of up to 14 chairs at a time for a single operator, 22 chairs with two operators. Minimum Rise of 8"

Arts PC Series

The Arts PC Series blends the comfort of a premium auditorium chair with the flexibility of a telescopic seating platform, making these high-value locations truly the best seats in the house. Designed to decrease labor costs and changeover time, platforms with Quattro Classic can efficiently change from stored to event-ready, with each staff member operating rows of up to 14 chairs at a time for a single operator, 22 chairs with two operators. Minimum Rise of 8"

Gallery 3 Collection

Gallery 3 chairs on retractable or telescopic platforms provide quality seating for any event. Available in lift assist and automatic folding applications on MAXAM+, MXP, and Hussey Seatway telescopic platforms, Gallery 3 chairs are enveloped in quality fabric to highlight the design of your space. Often found in performing arts center seating or in college and university lecture halls with tablets, the stylish Gallery 3 chair provides versatility without sacrificing style. Minimum Rise of 9 5/8"

Metro Collection

Sleek, slim, and easy to install, the Metro™ Collection is a giant leap toward getting the most out of your facility. Metro allows perfect continuity throughout a facility in both telescopic and fixed versions. Metro features whisper-quiet seat operation and fits in an amazingly tiny 5 1/2" (140 mm) stored envelope. Minimum Rise of 9 5/8"

Premia Collection

With a sprung foam seat and back, the durable, space-saving, and exceptionally strong clam-shell design seat with a high-quality upholstered finish offers immense comfort in a small package. This low-maintenance chair with a folding backrest offers innovative ergonomic comfort in a compact individual chair with semi-automatic, auto-fold operation. Also available in a polymer version, Minimum Rise of 9 5/8"

Club Bench Series

The Club Bench is a telescopic seating solution with an optional integrated backrest; the seat and back surfaces are upholstered with cut foam and stylish fabrics to create an enhanced seating solution on a telescopic platform. Minimum Rise of 10"

CourtSide XC10

CourtSide XC10 incorporates a unique fore to aft contoured seat and a gradual "waterfall" curve on the forward edge that reduces pressure to the sensitive region of the thighs regardless of the leg position. 10" (254 mm) wide. 100% recyclable.

CourtSide XCS12

The world's only ergonomically designed gym seat module, the CourtSide XCS12 provides an individualized compound contoured seat that incorporates modern styling, dual texturing, and waterfall edges. 12" (305 mm) wide and manufactured from 100% recyclable materials, the CourtSide is the perfect blend of ergonomic comfort, modern design, performance, and value.

Classic Wood

All our wood boards are finger-jointed Southern Pine Grade "B&B," the finest available. Each is triple sanded and finished with two separately UV cured coats of urethane.

Quattro ® Collection | Fixed Seating Solutions

From top to bottom, every aspect of the Quattro Collection has been designed to balance form and function in beautiful new ways. While you may opt for available end panels, Quattro Collection's stanchions are designed to be so captivating they can stand all on their own.

Quattro ® Traditional Collection | Fixed Seating Solutions

A perfect blend of old and new, the Quattro Traditional Collection has a traditional stanchion and end panel, providing an elegant solution for those who prefer a more classic look. It is also a perfect solution when retrofitting to match an existing décor.

Art Series

Imagine your space with an elevated level of elegance – we have a solution for you. Say hello to refined aesthetics, natural materials, luxe fabrics, and design

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customizations that push your venue into the 'exceptional' category. The Quattro Art Series by Hussey Seating Company delivers just this fit, finish, and appeal. Plus, we have made this distinguished look accessible and affordable for any place people gather.

Designer Series

As elegant as it is functional, the Designer Series seat style combines rich wood or laminate tones and plush upholstered seats to offer the ultimate in fixed spectator seating. A simple, yet stunningly smooth back design creates an amazing visual effect from the back of the venue, while the luxurious upholstery and quilting options demand attention from the front. Not only will your events 'wow' the crowd, so will your Designer Series seating.

Classic Series

Timeless style, great looks and a durable polymer outer panel make the Classic Series fixed Quattro seat an excellent choice for any venue. It is a true multi-purpose classic that is comfortable, durable, and attractive. Dress it up with one of our many luxury upholsteries, handsome quilting designs, and chic stanchion color combinations.

SoftSide Series

Make a statement without making a sound with the Soft Side Series seat. Envelop spectators in fully upholstered comfort, absorbing audience noise while seating guests in style. Precision, elegance, and luxury are the hallmarks of these fixed seats, ideal for auditorium, lecture hall, theater, and performing arts seating.

Performance Series | Polymer

Discover seating as versatile as it is durable, attractive, and safe. Sports arenas, entertainment venues, or educational facilities - the Quattro® Performance Series is comfortable in any setting. This affordable seating solution is designed for performance with an eye for beauty and style. And because Quattro Performance Series seats are interchangeable with other Quattro products, they are easy to upgrade or mix and match. You can easily create tiered seating from polymer to plush while maintaining a singular aesthetic style.

Performance Series | Plyform

Blending classic plywood design with advanced Hussey performance and safety, the Quattro® Performance Series Plyform stands up to the rigors of your school environment. The seats and backs are made from 11-ply cross-banded plywood. Flat-sided traditional oval steel stanchions add strength as well as style. Plus, our signature seat back design extends below the seat to keep toes from getting pinched.

All Performance Series chairs are available with optional tablet arm, including our new TR-1 Tablet when equipped with our Traditional steel stanchion. The TR-1's large (110 Sq.In.) tablet stows completely within the chair space, and yet provides more seating space for the user when in use than traditional tablets. It is panic proof operation.

Sports & Entertainment Collection | Fixed Seating Solutions

Fusion Collection

The Fusion seat is the successful result of years of product development and testing. Combining the best features of two prior models – the invincible strength of the Olympiad and comfort of the Medallion – Fusion was born. Designed to stand up to the elements and rigors of a demanding sports and entertainment venue, Fusion seats will last season after season. Plus, the Fusion seat is contoured for ergonomic support to improve the spectator experience. And with contemporary lines and a smooth, polished surface, the seat looks as good as it feels.

Sturdy solid cast aluminum stanchions are rust-proof and remain cool to the touch, even under the hot sun. Ductile cast iron hinge arms and threaded steel metal-to-metal fasteners add durability. For extra comfort and style, the seat features no exposed hardware, and the through bolts on the back are recessed. Choose from a wide range of standard or custom colors to complement your stadium and team colors. For greater flexibility, we offer a complete line of accessories and custom options.

Legend Collection

Ballpark seating gets a new lease on life with the classic Hussey Legend. Designed for comfort, durability and value, the Legend is equally at home in minor-league ballparks and schools as it is in big-league stadiums and arenas. Beyond the ballpark, Legend can be a versatile choice in many different venues, including indoor facilities.

Legend™ features a durable, blow-molded slatted back with a durable polymer seat. Available with padded or upholstered seats. Includes detailed cast iron standards that can be customized for your facility with an integral cast logo. Choose from a wide range of standard or custom colors to complement your stadium and team colors.

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	<p>Perfect for private and public spaces both inside and out, the Legend's classic design and comfort is the right choice for large and small areas alike. The Martha Wren Briggs Amphitheatre is situated on the banks of Lake Matoaka and is home to concerts, wedding ceremonies and parties.</p> <p>Beyond the ballpark, the Legend can be a versatile choice in many different seating applications.</p> <p>Quattro ® Xtreme</p> <p>Make an impact on your most important revenue-generating guests with luxurious fixed seating with the durability needed for your open-air seating. We will help you create a custom layout that will impress even your most exclusive guests. Stylish and durable, this seat combines the luxury and comfort of an upholstered indoor chair seating, so it is easy to create a first-class suite your venue.</p> <p>Premium Sport & Entertainment Seating</p> <p>Baco Premium</p> <p>Olympo Premium</p> <p>Scarlet Premium</p> <p>SpaceMAX Premium</p> <p>Portable Seating Solutions</p> <p>MAXAM1™ Tip & Roll/Portable Seating Solution</p> <p>The next generation in portable bleacher seating is MAXAM 1™. Designed to be the safest and most comfortable portable bleachers available, MAXAM 1™ Portable Bleachers quickly bring the safety, comfort, and durability of large gym bleacher systems to almost any spot on your facility's campus.</p> <p>One person. MAXAM 1™ Portable Bleachers are designed for quick & easy one-person transport and one-person operation. Hussey's legendary attention to detail means MAXAM 1™ was created with your environment in mind, whether fitting through tight doorways and onto elevators or providing the safest portable bleacher system to own and operate.</p> <p>https://www.husseyseating.com/tip-and-roll-bleacher/maxam1/</p> <p>Metro Logix</p> <p>Metro Logix Removable Seating allows theater quality seating in formatted rows for floor applications. The logix system is lightweight, robust, and easy to layout. Also available for Metro chairs this system provides continuity of design and extends your seating applications from tiered telescopic seating to floor seating. Ideal for auditorium seating, arenas and multipurpose facilities, these formatted seating rows eliminate any potential row 'snaking.' After use, the system can be quickly demounted and stored onto lightweight storage trolleys.</p> <p>Gallery 3 Logix</p> <p>Gallery 3 Logix Removable Seating allows theater quality seating in formatted rows for floor applications. The logix system is lightweight, robust, and easy to layout. Also available for Metro chairs this system provides continuity of design and extends your seating applications from tiered telescopic seating to floor seating. Ideal for auditorium seating, arenas and multipurpose facilities, these formatted seating rows eliminate any potential row 'snaking.' After use, the system can be quickly demounted and stored onto lightweight storage trolleys.</p> <p>Portable Stacking Quattro</p> <p>Flexible ADA Capacity On-Demand. Our Stacking Quattro combines the convenience and flexibility of traditional portable stacking chairs with the style and comfort you expect in an upholstered auditorium chair. The Stacking Quattro maintains your room's aesthetic while providing the ability to accommodate ever-changing demand for ADA and companion seating capacity. Stacks four high on our optional transport cart for easy storage.</p> <p>Accessories </p> <p>Hussey Seating Company also offers a complete line of option and code-compliant accessories for Telescopic/Retractable and Fixed/Portable Seating Solutions.</p> <p>ETO Engineer TO Order Product Customization</p> <p>Hussey Seating Company also offers product customization/solutions to meet the unique venue/project challenges that surface in Telescopic, Fixed and Portable Seating Integration. These may include players' tunnels, elephant doors, spanner decks, radiused riser mount fixed seating, etc.</p>
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11	What levels of service (material only, turnkey, other) are being proposed?	<p>If granted the privilege of another Sourcwell-awarded contract, Hussey Seating Company will continue to offer our successful turn-key solution to the Sourcwell Members/Agencies.</p> <p>Our turn-Key Solution offers a range of benefits to our Sourcwell Members/Agencies seeking a comprehensive and hassle-free approach to their projects or services.</p> <p>Here are some key benefits of choosing a turnkey solution:</p> <ul style="list-style-type: none"> ~ Simplicity and Convenience: With a turnkey solution, our clients have a single point of contact and responsibility for the entire project. This simplifies their experience by eliminating the need to manage multiple contacts and coordinate various aspects. ~ Time Savings: Turnkey solutions are designed to save our clients time by us the vendor handling all project phases, from planning and design to execution and delivery. This lets clients focus on their core business activities without getting bogged down in project management details. ~ Expertise and Specialization: In each project phase, we have specialized expertise. Our clients benefit from the knowledge and experience of professionals well-versed in various aspects of the project, ensuring high-quality outcomes. ~ Reduced Risk: By entrusting the entire project to Hussey Seating as a turnkey provider, clients minimize the risks associated with coordinating multiple vendors and navigating potential communication gaps. Hussey Seating Company, the awarded contract holder, assumes accountability for the project's success. ~ Cost Efficiency: Turnkey solutions optimize processes, reduce inefficiencies, and avoid unexpected expenses from managing various aspects individually. ~ Quality Control: Turnkey providers often have robust quality control measures. We will ensure that each project phase meets established standards and that the final deliverable meets client expectations. ~ Customization: Despite providing a comprehensive solution, Hussey Seating can tailor our approach to meet each specific needs and preferences. This allows for flexibility while maintaining the benefits of a unified solution. ~ Streamlined Communication: Communication is streamlined since members/agencies interact with a single entity [Hussey Exclusive Dealer or Hussey Direct Team]. This reduces miscommunications, misunderstandings, and potential conflicts when coordinating multiple parties. ~ Faster Project Completion: With a dedicated team handling all phases of the project, turnaround times are often faster than managing each component separately. This is particularly beneficial for time-sensitive projects. ~ Accountability: as a turnkey provider, Hussey Seating is accountable for the entire project's success. If any issues arise, members/agencies have a single entity to address, making problem-solving more efficient. ~ Comprehensive Support: Turnkey solutions often include post-project support, ensuring clients receive assistance with post-implementation challenges or adjustments. ~ Peace of Mind: Clients can know that their project is in the hands of Hussey Seating professionals committed to delivering a successful outcome. <p>Overall, a turnkey solution offers an integrated approach that simplifies the client experience, enhances project efficiency, and minimizes the complexities and risks of managing multiple vendors.</p>
12	Does the response include installation services?	<p>Yes, our telescopic/retractable, fixed, and portable seating require onsite product installation and assembly service by factory-certified or trained personnel and are included in this proposal.</p> <ul style="list-style-type: none"> ~ Telescopic/Retractable Seating Systems Hussey Seating Factory Certified ~ Fixed Seating Hussey Seating Educated/Trained ~ Portable Seating Hussey Seating Educated/Trained
13	If the answer to Line 12 above is Yes, describe in detail the following elements (Lines 14-16) of installation services.	PER ADDENDUM NO.1 REFERENCE LINES 14-16 BELOW.

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14	How does the Participating Entity select an installer?	<p>The Sourcewell Participating Entity Does Not Select an Installer; our telescopic/retractable, fixed, and portable seating requires onsite product installation and assembly service by factory-certified or educated/trained personnel, which are included in this proposal.</p> <p>Our Exclusive Dealers, Direct Teams, and Hussey Regional Service Teams will leverage their/our in-house Factory-Certified, Educated /Trained installation/assembly teams as included in the proposed pricing.</p> <p>~ Telescopic/Retractable Seating Systems Hussey Seating Factory Certified</p> <p>~ Fixed Seating Hussey Seating Educated/Trained</p> <p>~ Portable Seating Hussey Seating Educated/Trained</p> <p>At Hussey Seating, we take Safety Seriously and live by our Montra "ZERO TODAY" Arrive Safe, Work Safe, Leave Safe. This helps ensure All people are safe and Our Telescopic Seating Systems, Fixed/Portable Seating Solutions are Safe to use and operate when installation is complete.</p> <p>At the same time, we constantly focus on Risk Mitigation and maintenance of our World Class Product Safety Record.</p>	
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	<p>Hussey Seating Company has a requirement within our Exclusive Dealer Agreement and developed/executed a formal Hussey University CEU Telescopic Certification Program, which requires all Onsite Lead Installers to hold current certifications to manage the installation team, conduct customer safe operation training, and complete project acceptance/turnover and project warranty registration documentation with the customer for any Hussey Related Telescopic Seating Systems.</p> <p>All Hussey Exclusive Dealers maintain multiple Factory Certified, Educated/Trained Personnel for New, Renovation, and Service Contracts. As well we do the same for our Direct Hussey Teams. All teams are properly licensed and insured for the States where they conduct business by all required laws.</p> <p>At Hussey Seating, we take Safety Seriously and live by our Montra "ZERO TODAY" Arrive Safe, Work Safe, Leave Safe. This helps ensure Our People and Our Telescopic Seating Safety Record and Fixed/Portable Seating Solutions are Safe. At the same time, we constantly focus on Risk Mitigation and maintenance of our World Class Product Safety Record.</p>	*
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	<p>No, As indicated above, we believe it is in the best interest of Hussey Seating Company, Sourcewell's Members/Agencies, and their guests that our products are installed and assembled by Hussey Factory Certified, Educated and Trained Experts.</p> <p>If we have a customer who pushes for an alternate installation team, we can discuss their requirements of utilizing an alternate Hussey Factory Certified Installer to complete their project if necessary. Our Product Warranty, and Product Liability Insurance, all rely on having products installed, inspected, and serviced by a Factory Certified, Educated/Trained Personnel/installation team.</p>	*

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Table 2B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of products or services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
17	Grandstands, bleachers, angle frame structure, tube and channel structure, I-beam structure, telescopic seating, arena seating, loge seating/suites/club, long span aluminum, bench seating, fixed, portable/tip and roll, fixed or mobile risers, platforms, modular and portable stages;	<input checked="" type="radio"/> Yes <input type="radio"/> No	In Hussey Seating Company's proposal, we are offering the following: Grandstands, bleachers, tube and channel structure, I-beam structure, telescopic seating, arena seating, loge seating/suites/club, bench seating, fixed, portable/tip and roll, fixed or mobile risers, platforms, modular and portable stages.
18	Related event accessories including press boxes, concession stands, ticket booths, media platforms, acoustical shells, stair units, guardrails, skirting, crowd control barriers, bleacher end curtains, access ramps and supports, rigging systems, score keeping tables, seat and row tags, chairs, railings, tables, aisle and/or step lighting, all of which must be incidental or complementary to the offering of the solutions described in Line 17 above;	<input checked="" type="radio"/> Yes <input type="radio"/> No	In Hussey Seating Company's proposal, we are offering the following related event accessories which are incidental or complementary to the offerings of the solutions listed: press boxes, media platforms, stair units, guardrails, skirting, bleacher end curtains, access ramps and supports, score keeping tables, seat and row tags, chairs, railings, tables, aisle and/or step lighting, all of which must be incidental or complementary to the offering of the solutions described in Line 17 above;
19	Related services including pre-construction/design, installation, safety inspections, repair, renovation, refurbishment, assembly, and re-manufacture or retrofit services for the solutions described in Line 17 above; and,	<input checked="" type="radio"/> Yes <input type="radio"/> No	In Hussey Seating Company's proposal, we are offering the following related services: pre-construction/design, installation, safety inspections, repair, renovation, refurbishment, assembly, and re-manufacture or retrofit services and safety evaluations & service contracts.
20	Proposers may also include rental equipment or accessory solutions complementary to the solutions described in Line 17 above.	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

Table 3: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
21	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 4: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
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22	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>Hussey Seating Company is proposing a continuation of our percentage discount off our Sourcwell line-item pricelist and additional volume discounts based on project size by product category for consideration and inclusion in our proposal. To improve efficiency and reduce our environmental impact, Hussey Seating will only offer digital pricelists in PDF or Excel format as requested by Sourcwell and their Members/Agencies as required.</p> <p>Our pricelist will include: The product ordering instruction tab restates the proposed inclusion for each product category:</p> <p>Telescopic/Retractable Seating Product Freight Installation/Assembly and Product Line % Discount Fixed Seating Product Freight Installation/Assembly and Product Line % Discount Portable Seating Product Freight Installation/Assembly and Product Line % Discount</p> <p>The product category tabs will provide the following: Volume Discount Pricing based on Product Category and Project Seat Quantity. Detailed Line-Item Descriptions Unit of Measure List Price Discount % Sourcwell Net Price</p> <p>NEW Sourcwell Quote Worksheet Tab: The project Quote Worksheet tab will provide Sourcwell's Members/Agencies & Hussey Seating Company a straightforward way to collaborate and communicate the project configuration, line-item details, and discounted not to exceed ceiling-based Sourcwell pricing. Specific configurations, volumes, and delivery locations may provide a lower price in specific scenarios than our price sheet. If so, additional savings will be passed along to our customers via an additional discount when that is the case. Hussey Seating also provides insight into leasing opportunities via NCL Government Capital within our Quote Work Sheet.</p> <p>Our proposed NEW Hussey Seating Company Sourcwell Pricelist in Excel format is uploaded for review and consideration: File Name: Hussey Seating Company Sourcwell Contract Price List Effective 4DEC2023</p>	
23	<p>If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?</p>	<p>Hussey Seating Company's Sourcwell proposal includes installation service in all our product categories, including Telescopic/Retractable Seating Solutions, Fixed Seating Solutions & Portable Seating Solutions.</p> <p>Our Sourcwell list pricing includes detailed line-item options for the following: Non-Union Pricing Delivered & Installed/Assembled and Prevailing Wage/Union Price Delivered & Installed/Assembled</p> <p>Regarding prevailing wage rates, we have completed an analysis and taken a blended approach to simplify the pricing model. We will utilize additional discounts when required to address any specific prevailing wage requirements.</p> <p>All Hussey Exclusive Dealers maintain multiple Factory Certified, Educated/Trained Personnel for New, Renovation, and Service Contracts. As well we do the same for our Direct Hussey Teams. All teams are appropriately licensed and insured for the States where they/we conduct business by all required laws.</p>	
24	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>Hussey Seating Company is proposing a continuation of our percentage discount off our successful Sourcwell line-item pricelist and additional volume discounts based on project size by product category for consideration and inclusion in our proposal.</p> <p>Our proposal is submitted with a 40% discount on the Hussey Seating Company Sourcwell Price list for your review and consideration.</p>	

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25	Describe any quantity or volume discounts or rebate programs that you offer.	Hussey Seating Company is proposing a continuation of our volume discount off our successful Sourcewell line-item pricelist by product category for consideration and inclusion in our proposal. Our proposal is submitted with volumes-based discounted line items identified by product category and seating quantities. Telescopic/Retractable Seating Solutions Volume-based Discount Seating Ranges & Line Items 0 – 400 seats 400 – 800 seats 800 – 1200 seats 1200 – 1600 seats 1600 – 2000 seats 2000 – 2400 seats 2400 – 3000+ seats Fixed and Portable Seating Solutions Volume-based Discount Seating Ranges & Line Items 25 - 149 seats 150 - 249 seats 250 - 749 seats 750+ seats	*
26	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Hussey Seating Company proposes to supply a specific quote for any sourced, open market, or non-standard product requested by the Sourcewell Member/Agency, which is project specific and that the products or services are considered an incidental product that is secondary to the primary purchase from the price list and within the scope of the RFP 081523 Event Seating and Staging Solutions with Related Accessories and Services Our quote development process will follow the same guidelines and pricing principles leveraged in developing our submitted Sourcewell proposed price list.	*
27	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Hussey Seating Company is proposing a continuation of our percentage discount off our successful Sourcewell line-item pricelist and additional volume discounts based on project size by product category. The Hussey Seating proposed price list all inclusive of Product, Delivery, and Installation/Assembly; there are no elements of the total cost of acquisition that are NOT included.	*
28	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A	*
29	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Hussey Seating Company proposes to supply a specific freight quote for any products shipping to Alaska, Hawaii, or US Territories. As identified above, we will process these delivery destinations like sourced goods, open market, or non-standard products requested by the Sourcewell Member/Agency. Our quote development process will follow the same guidelines and pricing principles leveraged in developing our submitted Sourcewell proposed price list. To help jump start and sell into the Canadian provinces, Hussey Seating will provide all shipments to Canada utilizing our successful Sourcewell line-item price list.	*
30	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Hussey Seating Company's unique distribution and/or delivery methods or options this proposal offers a focus on large-scale [Major Projects] Direct Sales. Hussey Seating understands the need for professional venues to be actively generating revenue to offset new, repair, or renovation investments. Hussey Seating Company can provide delivery and installation/assembly around your Sourcewell Members/Agencies program schedule, minimizing venue downtime and maximizing their uptime and profitability. This type of service is not required on all projects, yet we find our major league and collegiate sports venues value this benefit and unique offering.	*

Table 5: Payment Terms and Financing Options

Line Item	Question	Response *
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31	Describe your payment terms and accepted payment methods.	<p>Hussey Seating Company would like to propose extending the payment terms of our current Sourcewell/Hussey Seating contract to any newly awarded contract.</p> <p>Payment on all Hussey Seating Company's or Exclusive Dealers on behalf of Hussey Seating Company invoices shall be executed by the Sourcewell Member/Agency in U.S. dollars within thirty (30) days of the date of each such invoice.</p> <p>Additionally, Hussey Seating reserves the right to negotiate any additional terms and conditions proposed by the Sourcewell Member/Agency.</p>
32	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Hussey Seating Company has promoted leasing and financing using the Awarded Sourcewell Contract Holder of NCL Government Capital Contract #011620-NCL for the past five-plus years. We have built a strong relationship with Chris and Katie of NCL and call upon them as required.</p> <p>We promote and discuss leasing via our Government Link on our home page.</p> <p>NCL Government Capital Flexible Municipal Financing Options For over 20 years, NCL Government Capital has specialized in providing competitive equipment financing programs for municipalities and public education entities across the nation. We offer the only competitively bid financing contract awarded by Sourcewell (formerly NJPA), the largest government purchasing cooperative of its kind in the country. We are here for you from start to finish. When it's time to purchase new equipment, you can expect one-on-one service tailored to your project's specific needs.</p> <p>https://www.husseyseating.com/procurement-contracts also, within this page, we provide a direct link back to NCL Government Capital https://nclgovcap.com/</p> <p>Additionally, we promote leasing via the following: Social Media, Sales Presentations and Collaborative Discussions, Trade Shows & Conferences, Hussey University Dealer & Internal Training, and Integration into our New Sourcewell Quote Worksheet.</p> <p>NCL has also presented the benefit and process of leasing our type of products during our Monthly Hussey Connections Exclusive Dealer Webinar as well they have attended and presented at our National Annual Exclusive Dealer Meeting, Hussey Connect.</p>

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33	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Hussey Seating Company proposes we continue to provide our successful Sourcwell process of transaction regarding Telescopic/Retractable, Fixed, and Portable Seating Solutions and Services with our Sourcwell Members/Agencies.</p> <p>Our projects/products are "made to order;" each project, and each venue requires a unique solution. The solutions have a unique product configuration and selection of surface material finishes, not represented on standard order forms, due to complexity and configuration rules.</p> <p>We start the transaction with a collaborative discussion between a Hussey Exclusive Dealer or Our Direct Team and the Sourcwell Member/Agency to understand best the customer's desires and needs, we then educate the customer on what is possible, and what are the past, current, and future trends.</p> <p>Once complete this collaborative discussion translates into code-compliant proposal drawings with designer color boards to best communicate the proposed solutions.</p> <p>The proposed product solutions are quoted into our product configurators and provided to our Hussey Exclusive Dealers or Direct Team with an associated Hussey Seating Sourcwell Quote Worksheet.</p> <p>Our Hussey Seating Exclusive Dealers or the Hussey Direct Team provide the Sourcwell Member/Agency a Quote presenting the Sourcwell Contract Pricing and the code-compliant proposal drawings with designer color boards, and the collaborative discussion continues.</p> <p>Typically, the Sourcwell, Member/Agency will sign the PO to start the process and follow up with a formal PO in reference to the Quote with all the proper identification.</p> <p>As indicated prior we are willing to entertain Sourcwell Members/Agencies' specific terms and conditions on project-specific bases.</p> <p>At this time there is still the ability to apply for change orders if required due to field check issues or customers' desire to implement a change, at which time Hussey Seating would issue a change order via our Exclusive Dealer Network or Direct Sales Team based on Sourcwell Contract Pricing.</p> <p>The order continues into submittal which is detailed production drawings for final approval and "made to order" product configuration. The next documentation for the customer will be an invoice for the project upon installation completion and project transfer. During this time the project documentation will include a project sign-off and product/project warranty registration.</p>
34	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	<p>Hussey Seating Company Direct Sales do not accept Procurement Cards (P-Cards), or Credit Cards represented by one of the major credit cards (Visa, MasterCard, American Express, and Discover) at the time of purchase.</p> <p>Hussey Exclusive Dealers, which also process Sourcwell orders and project payments on this contract, may accept Procurement Cards (P-Cards) represented by one of the major credit cards (Visa, MasterCard, American Express, and Discover) at the time of purchase. This offering may depend on order size, which may be negotiated between Sourcwell Member/Agency and Participating Hussey Seating Exclusive Dealer.</p>

Table 6: Audit and Administrative Fee

Line Item	Question	Response *
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35	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.</p>	<p>Hussey Seating Company proposes we maintain our current Self Audit Process for collecting and reporting Awarded Sourcwell Contract Orders, which is as follows:</p> <ol style="list-style-type: none"> At the time of Our Collaborative Discussion with the Sourcwell Member/Agency, we discuss Sourcwell Contract as an option for the purchase and provide them with their Sourcwell Member Number, historical sales data [Hussey Due Diligence: to show them if they are using the contract] or a link to Hussey Seating or Sourcwell websites to learn more about the opportunity and advantages the Sourcwell Procurement Contract Offers. The Hussey Exclusive Dealer or Direct Project Team will provide the following in our configurator: <ol style="list-style-type: none"> Sourcwell Quote Required in System Dealer/Direct Quote to Sourcwell Member MUST INCLUDE the following Pricing Based on Sourcwell Awarded Contract #091719-HSCMember Number Dealer/Direct MUST PROVIDE Hussey Seating a copy of the Sourcwell Members Purchase Order to the Dealer/Direct. Sourcwell Member Purchase Order MUST INCLUDE the following: Pricing Based on Sourcwell Awarded Contract #091719-HSC [NEW CONTRACT NUMBER] & Member Name Sourcwell Member ID Number Dealer/ Direct MUST PROVIDE Hussey Seating a copy of the Sourcwell Dealer Quote to the Customer at the time of Order. FINAL WORKSHEET Once we transfer from Quote to Order, all data within the system allows us to measure the Sourcwell Metrics identified in question #36, which translates into our Quarterly Sales Report to Sourcwell. Nick Hildings's documents and completes Hussey Quarterly Sales Reports with proper administration fees. I review and submit Sourcwell Quarterly Sales Report and complete payment disbursement request by Ron Bilodeau. Rene Hokinson submits the payment to Sourcwell in accordance with the Quarterly Sourcwell Sales Report. <p>Nick Hildings, Accountant II Sourcwell Quarterly Reports e. nhildings@husseyseating.com t. +1.207.676.0213</p> <p>Ron Bilodeau Marketing Manager of Product Innovation & Sales EDU e. rbilodeau@husseyseating.com t. +1.207.676.0234</p> <p>Rene Hokinson, Accounts Payable e. rhokinson@husseyseating.com t. +1.207.676.0210</p> <p>Any related questions to the Quarterly Sourcwell Sales Report shall be directed to Ron Bilodeau identified above.</p>
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36	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Hussey Seating Company proposes we maintain our current Sourcewell Awarded Contract internal metrics for our Hussey exclusive Dealers and Direct Project Team.</p> <p>Current Sourcewell Awarded Contract Metrics </p> <p>All Hussey Seating/Sourcewell metrics are reviewed by Order Date [Date Entered] & Wanted Delivery Date [Date Delivered/Invoiced]</p> <p>Quote Activity Date</p> <p>By Hussey Exclusive Dealer & Salesperson Hussey Direct Project Team & Salesperson</p> <p>By State and Province</p> <p>By Sourcewell Member</p> <p>By Vertical</p> <p>Additional Data Includes</p> <p>~ # of Seats # of Projects Internal Sourcewell Quote Price Sourcewell Quote Price</p> <p>Internal Sourcewell Quote vs Hussey Quote Activity</p> <p>Order Activity Date By Hussey Exclusive Dealer & Hussey Direct Project Team By State and Province</p> <p>By Hussey Exclusive Dealer & Sales Person Hussey Direct Project Team & Sales Person</p> <p>By State and Province</p> <p>By Sourcewell Member</p> <p>By Vertical</p> <p>Additional Data Includes</p> <p>~ # of Seats # of Projects Internal Sourcewell Selling Price Sourcewell Selling Price</p> <p>Internal Sourcewell Orders vs Hussey Order Activity</p> <p>We also maintained a monthly cross reference of the above starting in FY 2015 [APR 2014 – MAR 2015]</p> <p>The metrics above allow us to see where we are successful, where we need development, and where additional education with our teams and/or our customers may be beneficial.</p>
37	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Hussey Seating Company would like to propose the following options for the Sourcewell administration fee for facilitating, managing, and promoting the Sourcewell Contract if Hussey Seating is awarded another Sourcewell Contract.</p> <p>Option 1:</p> <p>1.5% Administration Fee Sourcewell Quarterly Sales Report \$0.00 - \$1,000,000</p> <p>1.25% Administration Fee Sourcewell Quarterly Sales Report \$1,000,001 - \$5,000,000</p> <p>1% Administration Fee Sourcewell Quarterly Sales Report \$5,000,001+</p> <p>Option 2:</p> <p>1% Administration Fee Sourcewell Quarterly Sales Report \$0.00+ [All Reported Sourcewell Sales]</p> <p>Any related questions to the proposed administration fee shall be directed to Ron Bilodeau.</p>

Table 7: Company Information and Financial Strength

Line Item	Question	Response *
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38	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Hussey Seating Company A sixth and seventh-generation family-owned business. Founded in 1835, Hussey Seating Company is a world leader in developing and manufacturing public seating solutions for education gymnasiums and auditoriums, stadiums, arenas, performing arts, places of worship, corporate, judicial, and esports venues. Hussey products are in more than seventy-five countries. They are available from more than 120 representative dealerships worldwide, some of whom have offered the company's products for over 54 years. Hussey manufactures globally and employs approximately 300+ people, primarily located at its North Berwick, Maine Corporate Headquarters. In 2022, company sales were over \$140+ million.</p> <p>Culture, Vision, and Values Hussey Seating Company is in the sixth and seventh generation of family ownership. We are a company built on innovation - William Hussey founded the company when he introduced a fundamental improvement to the horse-drawn plow to help his customers, the local farmers, overcome one of their biggest challenges - the rocky soil here in New England. That core concept - understanding our customer's unique challenges and opportunities and developing solutions to meet them - is the key to our success today. But here is our secret: We're not a manufacturing center. We are an innovation center. Today, we make seats for all audience venues, from high school gymnasiums to world-class stadiums, arenas, and convention centers. We have invested in state-of-the-art manufacturing capabilities at our headquarters in North Berwick, Maine, USA, and at our satellite facilities worldwide. We have telescopic/retractable gym bleachers and platforms, fixed and portable auditorium seating, stadium and arena chairs, and portable seating offerings. We pride ourselves on providing safe, most reliable seating products you can buy that deliver exceptional value to our customers through years of demanding use and performance. Our years of experience collaborating with customers like your Sourcwell Members/Agencies sets us apart. This experience taught us that each venue and customer have unique challenges, opportunities, and needs. With thousands of installations and millions of seats behind us, we know that understanding your needs and finding the solution that delivers the most value to you is still the recipe for success. We are ready to stand behind our product for the long haul. At Hussey Seating, we have been doing that for 188+ years and always will. For years, our tagline has been "Your partner for seating solutions," which sums up our approach well. We do our best work for you when we work collaboratively from design through installation, maintenance, and service over the product's life. A true partnership that realizes your vision, delivers value and creates the best possible guest experience.</p> <p>For almost 200 years, our goals have not changed: We are a family business in it for the long run We operate with honesty and integrity We care about and empower the people we work with</p> <p>Global Reach and Locations Hussey has products on every continent; even a science center in Antarctica features Hussey products and has been selling overseas for over 50 years. For a complete listing history visit: https://www.husseyseating.com/about-us/#history</p>
39	What are your company's expectations in the event of an award?	<p>Hussey's corporate expectations of an awarded Sourcwell Contract: Our overall goal, if awarded, is to continue to grow our ability to offer public agencies and non-profits functional products with the latest designs and highest quality. Our ability to listen and understand the customer's needs and desires will continue to be one of our main goals in the relentless drive to make the Customer's experience with Hussey Seating effortless, easy, and hassle-free. With the continued partnership with Sourcwell, we will continue growing our presence within these our core markets. Sourcwell has consistently demonstrated the importance of support to awarded vendors. By sharing and enhancing the same core values, we can continue to grow our Educational and Government accounts by making them aware of the benefits of Sourcwell and Hussey Seating Company. ~ Continue Sourcwell Engagement & Growth with Our Hussey Exclusive Dealer & Direct Sales Teams ~ Continue Internal/External Training regarding Sourcwell Contract Positioning, Value, and Benefit ~ Continue to Position Our Awarded Sourcwell Contract as our Primary Contract for Our Customers</p>

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40	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Hussey Seating is financially strong and a fiscally responsible company; in FY23 we achieved two company records, including the most incoming sales and the most customer shipments. Hussey Seating has also attached the following about our financial capabilities: ~ Hussey Seating Company Reference Letter 05.01.23 ~ Surety Letter 05.01.23 ~ Certificate of Insurance To whom it may concern (Aug '23) In addition, our CEO & President, Brian Deveau is also willing to have any follow-up conversations directly with Dr. Chad Coauette, Executive Director & CEO at Sourcwell, once we have a current, fully executed Non-Disclosure Agreement in place. Please note that our financial information would be considered Trade Secret if required and provided.
41	What is your US market share for the solutions that you are proposing?	Since Hussey Seating is a privately held, owned, and operated family-owned company, we prefer to keep certain United States market-related information confidential. However, we define our business via the following "Products Categories" and "Core Markets". To be a Hussey Seating Core Market means we must currently maintain a Top position or can attain a Top 3 market share position in a relatively short number of years. Higher Education, K-12, Sports & Entertainment, Places of Worship, and Government markets are all Core Markets. Hussey Seating has an experienced team in place that follows this market share data, to build out specific action plans and we are extremely committed to maintaining and growing those positions. Our industry is comprised of many privately held companies, and market share is difficult to determine compared to many publicly held companies and industries. The following is our best estimate of market share by product line. TELESCOPIC/RETRACTABLE SEATING SOLUTIONS MAXAM 47% MAXAM+ 45% MXP 40% Hussey Seatway 33% FIXED SEATING SOLUTIONS QUATTRO® COLLECTION 33% QUATTRO® TRADITIONAL COLLECTION 33% STADIUM & ARENA SEATING 33% PORTABLE SEATING SOLUTIONS MAXAM 1 95% METRO LOGIX 25% GALLERY 3 LOGIX 30% INSPECTIONS, PARTS, SERVICE & MAINTENANCE PROGRAMS 60%
42	What is your Canadian market share for the solutions that you are proposing?	Since Hussey Seating is a privately held, owned, and operated family-owned company, we prefer to keep certain Canadian market-related information confidential. However, we define our business via the following "Products Categories" and "Core Markets". To be a Hussey Seating Core Market means we must currently maintain a Top position or can attain a Top 3 market share position in a relatively short number of years. Higher Education, K-12, Sports & Entertainment, Places of Worship, and Government markets are all Core Markets. Hussey Seating has an experienced team in place that follows this market share data, to build out specific action plans and we are extremely committed to maintaining and growing those positions. Our industry is comprised of many privately held companies, and market share is difficult to determine compared to many publicly held companies and industries. The following is our best estimate of market share by product line. TELESCOPIC/RETRACTABLE SEATING SOLUTIONS MAXAM 50% MAXAM+ 50% MXP 60% Hussey Seatway 40% FIXED SEATING SOLUTIONS QUATTRO® COLLECTION 33% QUATTRO® TRADITIONAL COLLECTION 33% STADIUM & ARENA SEATING 75% PORTABLE SEATING SOLUTIONS MAXAM 1 95% METRO LOGIX ~% GALLERY 3 LOGIX ~% INSPECTIONS, PARTS, SERVICE & MAINTENANCE PROGRAMS 70%
43	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Hussey Seating Company has never petitioned for bankruptcy protection.

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44	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Hussey Seating Company is a manufacturing and service provider of innovative seating solutions, for the life of the products. Hussey Seating Company operates with multiple experienced sales channels depending on the market, product lines, and services offered in the North American [US, Mexico & Canadian] marketplace. Hussey Seating Direct Sales Team Hussey Seating Employees Our direct sales team players are focused on the [IAVM] International Association of Venue Managers members who run the Global Sports and Entertainment facilities from stadiums, arenas, convention centers, fairgrounds, and performing arts facilities. We employ a team of 25 direct people to work with this market segment from concept to reality for the life of the product. Hussey Seating Exclusive Dealer Network Independent Businesses We have dedicated Dealer Sales Managers, employees of Hussey Seating Company who work directly with our independent exclusive dealer network. Our exclusive dealer network has specified territories and provides local expert contact for every community in the North American marketplace. Our exclusive dealer network plays a vital role with our customer base by being part of their local community in their respective time zones/territories. It provides a real-time resource daily for the life cycle management of their projects and products. They are our local experts! Hussey Seating Regional Service Centers Direct & Independent Businesses Hussey Seating Regional Service Centers are direct [New England States] & [IAVM Members identified above] and Exclusive Regional Service Centers. Our Exclusive Regional Service Centers network plays the same important role as the Exclusive Dealers & Direct Sales Teams. We achieved this by being part of their local community, in each of their respective time zones, providing real-time inspections, service, and maintenance of their facilities every day for the life cycle management of their products to help ensure the performance of the systems, patron, and employee safety for the life of the products. Hussey Seating Regional Service Centers provide service on all brand products in the marketplace. Our sales channels can provide Sourcwell Members/Agencies direct access to our awarded contract and will continue to do the same on any future awarded contracts. Our dealer network contact details https://www.husseyseating.com/find-a-dealer/
45	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Hussey Seating Company has not been subject to any suspension or disbarment in the past ten years or ever.

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *
46	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>2023 Hussey Seating Selected as a 2022 Best Place to Work in Maine North Berwick, Maine - Hussey Seating Company, was recently named one of the 2020 Best Places to Work in Maine. The awards program was created in 2006 and is a Society for Human Resource Management - Maine State Council (MESHRM) and Best Companies Group project. "We are excited to earn the designation but find the real value in this survey is to understand our employee's needs better. We have learned a great deal about what we're doing well and where we need to improve," said Rich Hussey, Vice President of Human Resources at Hussey Seating. President and CEO of Hussey Seating, Gary Merrill, continued with, "We will continue to work diligently to improve the Hussey Seating employee experience and plan to improve upon/expand the changes made this year, but for one am glad that the rest of the state can see what we see every day; that Hussey Seating is one of the best places to work in Maine." This statewide survey and awards program was designed to identify, recognize and honor Maine's best places of employment to benefit the state's economy, workforce, and businesses. The 2019 Best Places to Work in Maine list is made up of 100 companies in three size categories: small (15-49 U.S. employees), medium (50-249 U.S. employees), and large (250+ U.S. employees).</p> <p>2023 The Timothy B. Hussey Leadership Institute Changing Business & Communities for the Better [Sixth Year] https://usm.maine.edu/career-employment-hub/hussey-leadership-institute/ The Timothy B. Hussey Leadership Institute celebrates the extraordinary legacy of one of Maine's most esteemed business and community leaders. Tim Hussey's commitment to the principles of servant leadership helped shape the southern Maine community over his two decades as president and CEO of Hussey Seating Company, a 188-year-old family business. Tim demonstrated that leading with humility, integrity, and respect for others not only matters; it can lead to</p>

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extraordinary results. Over 40 years, Tim helped Hussey Seating grow and thrive while supporting numerous organizations and causes in his community. He lived his vision of leadership every day.

Honoring Tim Hussey's Legacy

Tim died prematurely in June 2016 after battling a rare form of cancer. He desired that the next generation of business and community leaders have the opportunity to consider the importance - indeed the imperative - of doing well and doing good. He envisioned an institute that would engage, educate and empower Maine leaders to "change the world" by conducting business in a values-driven way and good for the community. In March 2018, the University of Southern Maine Foundation collaborated with the Hussey-Landry family to realize this vision with the highly successful inaugural Timothy B. Hussey Leadership Institute.

The How & Why of Values-Driven Business

Going forward, the Timothy B. Hussey Institute will serve as a convener of business and community leaders in Maine, who will come together annually on USM's Portland campus for a day-long conversation on how to build and maintain a values-driven business. The institute will offer workshops, panel discussion, networking events and keynote addresses by renowned thought leaders.

The Timothy B. Hussey Leadership Institute will engage, educate and empower a new generation of Maine business leaders to change the world by doing well and doing good. <https://usm.maine.edu/foundation/husseyinstitute>

2022

Hussey Seating's Ron Bilodeau received the Sourcewell Pioneer Award

Ron Bilodeau as the recipient of our Sourcewell Pioneer Award at H2O 2022! This award is presented to our awarded suppliers who demonstrate commitment, persistence, and influence to Sourcewell and Cooperative Purchasing efforts. We truly appreciate your leadership!

2021

Hussey Seating Selected as a 2020 Best Place to Work in Maine

North Berwick, Maine - Hussey Seating Company was recently named one of Maine's 2020 Best Places to Work. The awards program was created in 2006 and is a Society for Human Resource Management - Maine State Council (MESHRM) and Best Companies Group project.

"We are excited to earn the designation but find the real value in this survey is to understand our employee's needs better. We have learned a great deal about what we're doing well on and where we need to improve," said Rich Hussey, Director of Human Resources at Hussey Seating.

President and CEO of Hussey Seating, Gary Merrill, continued with, "We will continue to work diligently to improve the Hussey Seating employee experience and plan to improve upon/expand the changes made this year, but for one am glad that the rest of the state can see what we see every day; that Hussey Seating is one of the best places to work in Maine."

This statewide survey and awards program was designed to identify, recognize and honor Maine's best places of employment to benefit the state's economy, workforce, and businesses. The 2020 Best Places to Work in Maine list is made up of 100 companies in three size categories: small (15-49 U.S. employees), medium (50-249 U.S. employees) and large (250+ U.S. employees).

2020

Hussey Seating Selected as a 2019 Best Place to Work in Maine

North Berwick, Maine - Hussey Seating Company, was recently named as one of the 2019 Best Places to Work in Maine. The awards program was created in 2006 and is a Society for Human Resource Management - Maine State Council (MESHRM) and Best Companies Group project.

"We are excited to earn the designation but find the real value in this survey is to understand our employee's needs better. We have learned a great deal about what we're doing well and where we need to improve," said Cindy Talbot, Director of Human Resources at Hussey Seating.

President and CEO of Hussey Seating, Gary Merrill, continued with, "We will continue to work diligently to improve the Hussey Seating employee experience and plan to improve upon/expand the changes made this year, but for one am glad that the rest of the state can see what we see every day; that Hussey Seating is one of the best places to work in Maine."

This statewide survey and awards program was designed to identify, recognize and honor Maine's best places of employment to benefit the state's economy, workforce and businesses. The 2019 Best Places to Work in Maine list is made up of 100 companies in three size categories: small (15-49 U.S. employees), medium (50-249 U.S. employees) and large (250+ U.S. employees).

2018 – 2023

Hussey Seating Continued Participation with the local community Southern Maine

Chapter American Red Cross BOD Gary Merrill - Chair

<http://www.redcross.org/me/about-us/leadership>

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		<p>2018 – 2023 Hussey Seating Company and Rolling Thunder continue POW/MIA Chair of Honor Program https://www.indeonline.com/news/20190613/pow-mia-chair-to-stay-empty-at-tiger-stadium</p> <p>2018 – 2023 America's Oldest Family Companies - #43 1835 Hussey Corporation Hussey family Seat mfg./North Berwick, Maine Employees: 300+ www.husseyseating.com The family arrived in New England from England in 1632; moved to Maine in the 1770s. The company was founded as a plow manufacturer by William Hussey in 1835. Survived fire 1895; got into seating 1930s. Now makes seats for auditoriums, sports arenas, etc. Sixth/Seventh-generation ownership, privately held. www.cojoweb.com/ref-companies-Am-oldest.html</p>	
47	What percentage of your sales are to the governmental sector in the past three years?	Hussey Seating's percentage of sales in the government sector over the past three years is between 10% and 25%. Hussey Seating's product offerings allow State and Local governments to choose functional and quality products without sacrificing the most current styles and collaborative trends. Hussey Seating experiences sales growth in the Government sector each year.	*
48	What percentage of your sales are to the education sector in the past three years?	Hussey Seating's percentage of sales in the educational sector over the past three years is between 65% and 80%. Hussey Seating proudly innovates unique seating solutions that support vital venue needs, desires, and much more. Supporting the development of world-class learning environments has been – and always will be – at the core of Hussey Seating Company and our Exclusive Dealer & Direct Teams. It's what we do best. Hussey Seating has experienced growth in sales within the educational sector each year. Hussey's education markets are critical to our vertical market strategy. The combined sales are ranked 1 in are markets, year after year.	*
49	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Hussey Seating holds cooperative purchasing agreements with Sourcewell and a State Contract with the State of MS. We have had three States adopt the Sourcewell cooperative [LA, UT, WV] for Hussey Seating as their lead-state contract —annual Sales per GPO and State contracts. Sourcewell is our primary contract and strategy for direct and dealer contract sales. We average \$500,000 - \$1,000,000 on the MS State contract.	*
50	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 9: Top Five Government or Education Customers

Line Item 51. Provide a list of your top five government, education, or non-profit customers (entity name is optional) to whom you have provided equipment, products, or services similar to the solutions sought in this RFP, including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of San Antonio	Government	Texas - TX	13000 Metro Seats on MXP Telescopic/Retractable Seating Platforms	~\$11,000,000	~\$11,000,000	*
City of Worcester	Government	Massachusetts - MA	12000 Chairs, a blend of Metro, Fusion and Quattro on MXP Telescopic/Retractable Platforms	~\$6,400,000	~\$6,400,000	*
Michigan City Area Schools	Education	Indiana - IN	6148 CourtSide Seats on MAXAM Telescopic/Retractable Bleacher Seating	~\$1,721,324	~\$1,721,324	*
City of Glen Allen	Government	Virginia - VA	5166 Metro Chairs on MAXAM+ Telescopic/Retractable Platforms	~\$2,249,500	~\$2,249,500	*
South Dakota State University	Education	South Dakota - SD	Quattro Chairs Fixed and Telescopic on MXP Telescopic/Retractable Platforms	~2,200,000	~2,200,000	*

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Table 10: References/Testimonials

Line Item 52. Supply reference information from three customers to whom you have provided equipment, products, or services similar to the solutions sought in this RFP and who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Northwest Mississippi Community College Office of Purchasing	RUTH DUNLAP	(662) 562-3202	*
Leake County School District	Belinda Atkinson	(601) 267-8002	*
Hinds City School District	Dru Anderson	601-968-6534	*

Table 11: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
53	Sales force.	<p>Hussey Seating has broken out the numbers below. National Support and Service:</p> <ul style="list-style-type: none"> - 3 Showrooms – two of which are international - 3 Divisions Hussey Seating, Hussey Advantage & Hussey Seatway - 4 Manufacturing Locations – two of which are international <p>Field Sales Force:</p> <ul style="list-style-type: none"> - 20 Direct Sales Representatives / Sales Engineers / Project Managers - 5 Regional Dealer Sales Managers - Full Exclusive Dealer Coverage in US [50 States] and All Canadian Provinces - 38 Independent US Exclusive Dealer Organizations [130+ Sales Representatives] - 5 Independent Exclusive Dealer Organizations [30+ Sales Representatives] <p>Corporate Support and Service:</p> <ul style="list-style-type: none"> - 5 staff - Market Development Analysts <p>The Market Development area aims to generate thousands of "qualified" project opportunities. These projects must be "new/unique", not already registered in our CRM.</p> <ul style="list-style-type: none"> - 20 staff – DST's [Dealer Support Teams] <p>Hussey Seating has dedicated Dealer Support Teams, which work with pre-defined Exclusive Dealers areas within a specific region to support customers, clients, and sales representatives. This area includes actively marketing and educating Hussey Seating product offerings and innovative design solutions collaborations throughout their designated region.</p> <ul style="list-style-type: none"> - 5 staff – IPS [Internal Project Specialist] <p>When an Exclusive Dealer or Sourcewell Member/Agency customer calls the Hussey Seating customer service department, a Hussey Seating's IPS member is committed to providing customers with the most timely and accurate communication possible within a reasonable response timeframe.</p> <p>IPS Members are assigned to support and handle all aspects of daily project coordination. The primary team contacts are based on expertise.</p> <p>IPS Team Manager provides additional support in coordinating an account's specific need, including the designation of resources and project coordination logistics.</p>	*

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54	Service force.	<p>Hussey Seating Regional Service Centers are both direct [New England States [6 Full-Time Employees] & [AVM National Service [6 Full-Time Employees] and Exclusive Regional Service Centers, which are independently family-owned and operated local businesses. As with our exclusive dealer network, we provide full coverage in all 50 states, US Territories, and the Canadian provinces to best support our customer base for our complete product and service portfolio.</p> <p>Our Exclusive Regional Service Centers network plays the same important role in supporting our customer base. We achieve success by being part of their local community support in each of their respective time zones, providing real-time inspections, service, and maintenance of their facilities every day for the life cycle management of their products to help ensure the performance of the systems, patron, and employee safety for the life of the products.</p> <p>Hussey Seating Regional Service Centers provide service on all brand products in our marketplace to help simplify customers' ability to service and maintain their products and get the most out of their investments.</p> <p>"Division of Hussey Seating – Corporate & Regional Service Centers</p> <p>10 Staff - Installation Management Services (Corporate Services): The Corporate Services team comprises customer-focused Project Managers, Installation Supervisors, and Certified Installers. Regionally based service teams are available for quick response. These Team Members are factory-trained certified and specialize in installing, maintaining, and repairing all of Hussey's products.</p> <ul style="list-style-type: none"> - 6 Staff - Regional Managers [5 DSM's + 1 National Service Manager] - 50+ Staff – Installation Supervisors [Direct & Exclusive Regional Service Centers] - 5 Staff - Project Managers Direct - 200+ – Certified Installers throughout the country"
55	Dealer network or other distribution methods.	<p>Hussey Seating Company is organized to manage our Sourcewell Members Agency by their desired method of purchasing. If the member agency selects to purchase directly from a local Hussey Exclusive or Open Line Dealer Representative, we provide the following support to facilitate the desired purchasing process.</p> <p>Hussey Seating has Exclusive Dealers providing local coverage in all North American and US territories. Our dealers are part of the local communities and understand the goals and desires of their customers. Also, by being local, they can best provide guidance, education, and real-time support during and after purchasing a product or service. Our dealers are committed to ensuring every one of their/our customer's facilities is always event-ready when required, that is where local support and service play a role in meeting and exceeding customers' expectations.</p> <p>The Hussey Seating Exclusive Dealer Network provides full coverage in all 50 states, US Territories, and the Canadian provinces to best support our customer base for our complete product and service portfolio.</p> <p>Our exclusive dealers are independent family-owned and operated businesses, and some have been partners with Hussey for over 54 years.</p> <p>Our dealers are supported by our Dealer Sales Managers [5 Full Time Hussey Employees] and Dealer Support Teams [20 Full Time Hussey Employees] which provide continued education on sales and order process, systems and product design guidance, samples, proposal drawings, code interpretations and project management for each project, for the life of the seating systems.</p> <p>See our complete authorized dealer network at the following https://www.husseyseating.com/find-a-dealer</p>

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56	Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	<p>The Hussey Seating Company Order Process for Sourcwell Members/Agencies</p> <ol style="list-style-type: none"> Once we have an active Sourcwell Member/Agency lead from; Sourcwell, Hussey Seating Digital marketing, or Hussey Seating Exclusive Dealers or Regional Service Centers, we start the process. We complete some due diligence on the potential customer's knowledge of Sourcwell. Do they have an existing account? What is their Member Number? What has their purchase activity been? Then, we schedule our Design Collaboration Discussion to learn what the customer has needs and desires. These meetings can be face-to-face or via online tools like Zoom or MS Teams to expedite the process and enhance communication/relationship building. We also use this time to share our discovery during the due diligence phase mentioned above. We Listen. We Share. We Educate. We Collaborate on the possibilities vs. the Need/Desire Matrix developed. Once we have a desired direction, the Dealer or Direct teams will work with our internal experts [Dealer Support Teams or Direct Project Development Teams] on the proposal development, including drawings, quotes, and surface materials, as required. We share our innovative seating solutions to meet or exceed their needs and desires. We seek clarity and understanding of the proposed solutions, followed by a contract pricing review and requirements. We also discuss leasing NCL opportunities at this phase of the discussion to provide additional purchasing solutions to help expedite the project delivery timeline and affect their budgets. Once we have agreed upon solutions, our Dealers or Direct Teams validate that we have all the proper documentation on POs regarding Members/Agencies' Request, Member Numbers, and Desire to leverage our Sourcwell Awarded Contracts; this information is required for all quotes and order data processing. The Sourcwell Details are part of our Clean Order Entry Process, measured from External Sales to Internal Sales and Internal Sales to Formal Sourcwell Reporting. If the data does not exist, the project can only be entered into our systems once the data is complete/clean. Once the Order is entered into our systems with a defined wanted/delivery date, we start the formal process of completing submittal drawings for final field check and approval of layout and color selections. This process is completed collaboratively between Hussey Seating Company and the chosen line of Sales [Exclusive Dealer Network, Direct Project Development Team, or Regional Service Centers.] If the project is of large scope, Hussey Seating Company will assign a Project Manager and Direct Team to Manage the process through completion; if it is small to mid-size in scope, our Exclusive Dealers will Manage Accordingly with their Project Managers and local teams. Once the project is ready for shipment Hussey Seating and the chosen sales channel manage the shipping to the project site, coordination, and completion of the installation /assembly of the products to ensure a complete and safe installation of the seating solutions. Once the installation is complete, the Chosen sales channel will complete onsite training with the installation lead and the Sourcwell Member/Agency during the project's close-out and transfer of ownership. The Certified Installation Lead will also complete the project registration to activate the warranty during this time. The chosen sales channel will maintain a relationship with the Sourcwell Member/Agency to actively manage the required annual ICC 300 code-mandated inspection of telescopic/retractable seating and regular scheduled inspection, maintenance, and service to enhance the product life cycle and return on investment for the local community.
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57	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	<p>The Hussey Seating Company Relationships with Our Hussey Exclusive Dealers and Regional Service Centers is a modified, good old fashion handshake in the modern world.</p> <p>Our philosophy is simple; we look to align with the best independent dealers who desire to be Exclusive Dealers for Hussey Seating in Exclusive Markets/Territories in the industry and markets we serve while providing world-class customer service and support.</p> <p>We have Exclusive Dealerships that have been partners with Hussey Seating Company for over 55 years and counting. Being a dealer with Hussey Seating Company requires commitment and desire to be the best for our customers. We require our dealers to complete Hussey University and continue their education year after year to be successful leaders in our market segments.</p> <p>Our relationships with our Exclusive Dealers extend into our Certified Installation Teams and Regional Service Centers so we can best educate and service our customers and provide an innovative seating solution that will perform over the life of the product safely.</p>
58	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>As stated above in Question #56.</p> <p>9. Once the installation is complete, the Chosen sales channel will complete onsite training with the installation lead and the Sourcewell Member/Agency during the project's close-out and transfer of ownership. The Certified Installation Lead will also complete the project registration to activate the warranty.</p> <p>10. The chosen sales channel will maintain a relationship with the Sourcewell Member/Agency to actively manage the required annual ICC 300 code-mandated inspection of telescopic/retractable seating and regular scheduled inspection, maintenance, and service to enhance the product life cycle and return on investment for the local community.</p> <p>Our customer goal is simple, and we want our customers to be Event Ready, On Time, Every Time.</p> <p>This is where our local Exclusive Dealer Network and Regional Service Centers bring the customer a high level of value. We can respond when required by being part of the community and having Certified Installation Teams on the Road. If you are prepping for a weekend tourney and need last-minute assistance to overcome an issue, you place a call or send an email or text; we will have a team there to make you Event Ready, On Time, Every Time, or work with you via phone or video conferencing to achieve a successful event.</p> <p>We are looking to create a customer for life, and we do this through partnerships with our dealers, regional service centers, and our customers.</p>
59	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Hussey Seating Company will continue fully serving all geographical areas of the United States with a newly Awarded Sourcewell Contract, as we currently successfully offer under today's existing contract, with year-after-year continued growth.
60	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Hussey Seating Company will continue fully serving all geographical areas of Canada via a newly Awarded Sourcewell Contract and working Partnership with Canoe as we currently offer and educate our potential customers on what is possible with procurement contracts.
61	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Hussey Seating Company will continue to fully service all member/agency sectors (i.e., government, education, nonprofit) of the United States and Canada via a Sourcewell contract as we currently offer under today's existing contract.
62	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A
63	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A
64	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>As outlines in question #29,</p> <p>Hussey Seating Company proposes to supply a specific freight quote for any products shipping to Alaska, Hawaii, or US Territories. As identified above, we will process these delivery destinations like sourced goods, open market, or non-standard products requested by the Sourcewell Member/Agency.</p> <p>Our quote development process will follow the same guidelines and pricing principles leveraged in developing our submitted Sourcewell proposed price list.</p> <p>No other restriction or requirements would apply.</p>

Table 12: Marketing Plan

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Line Item	Question	Response *
65	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Hussey Seating would continue to proceed with our successful marketing of Our Sourcewell Contract</p> <p>We will continue to market Sourcewell as a primary National contract source to purchase Hussey Seating and products and services.</p> <p>We have been focused on the following to build our current contract successes and plan on the following enhancements to help grow additional contract sales.</p> <p>Current Strategy</p> <p>Marketing Awarded Sourcewell Contract</p> <ul style="list-style-type: none"> ~ Sourcewell Awarded Contract on https://www.husseyseating.com/ ~ Sourcewell Awarded Contract Positioning on https://www.husseyseating.com/procurement-contracts ~ Added promotion of NCL Leasing alongside Sourcewell on https://www.husseyseating.com/procurement-contracts ~ Email signatures with Sourcewell Logo on all communications ~ Trade Show & Conference Banners and Advertisements ~ Sourcewell Brochure Labels & Digital Branding ~ Sourcewell Education Produce and execute Hussey University Spring, Fall, and Winter Semesters at Corporate Headquarters with integrated Sourcewell Training for Dealers and Internal Sales Teams ~ Sourcewell Education Hussey Connections or Hussey DirectConnect Annual Dealer Meetings with integrated Sourcewell Training for Dealers and Dealer Principles ~ Sourcewell Education Leverage two created Sourcewell Presentations for HusseyConnection Webinar Series and Hussey University EDU programs ~ Promote every Sourcewell Training opportunity shared with the Sourcewell team for Exclusive Dealer Network and Regional Service Centers participation ~ Attend Annual Sourcewell Vendor Meeting for Networking and Education of Procurement Contract Best Practices ~ Provide Sourcewell Pricing on Projects requested by Dealers or Direct Customers ~ Provide Sourcewell Pricing on All Potential Sourcewell Members/Agencies working with our teams ~ Use Sourcewell Reporting Capabilities on an need basis to help position potential opportunities ~ Position training via our internal enews monthly new letter and Hussey Connections Webinar Series Dealer and Internal Employees ~ Positioning of Leasing Capabilities on Sourcewell Members/Agencies Quotes <p>Enhanced Marketing Strategy</p> <ul style="list-style-type: none"> ~ Continue with items listed above and add the following enhancements ~ Leverage historical Sourcewell Sales Successes by State and Member Agencies with a structured systematical approach to provide more consumer insight on the possibilities to purchase our portfolio of products via the Sourcewell Contract. ~ Educate the dealer network and internal sales teams on proactive positioning of past contract successes ~ Enhance website Sourcewell visibility via our Find a Dealer Widget "Earlier Introduction to Our Primary Procurement Contract Option." ~ Request and Provide MORE Sourcewell Banners, Flags & Brochure Labels for Exclusive Hussey Dealer Network use at Trade Shows and Conferences ~ Investigate the opportunity to join Sourcewell Vendor Advisory Team / Committee ~ Work with dealer network on the integration of Awarded Sourcewell contract via the branding on each of their corporate websites and direct link back to https://www.sourcewell-mn.gov/ ~ Implement a new pricing process where any project with potential procurement purchasing capabilities is quoted as a Sourcewell contract price to keep opportunity in front of the exclusive dealer network on every project. ~ Provide budget pricing process for exclusive dealer network, which includes Sourcewell pricing at the start of the process. ~ Proactively Position Leasing Capabilities from https://www.sourcewell-mn.gov/cooperative-purchasing/011620-NCL ~ Monitor, Measure and Continue to Educate Hussey Exclusive Dealer on Sourcewell Successes and Best Practices vs Lower Performing Dealers and Territories
66	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We leverage all social channels and our website to generate, collect and target sales opportunities via our current Awarded Sourcewell Procurement Contract. We are continuing to grow our digital presence and have two direct Marketing Team Members focused on increase performance, reach and relationship building via the following:</p> <p>X, Facebook, YouTube, Instagram, Threads, TikTok, LinkedIn and our digital presence on our website and the common channels of our entire Exclusive Dealer Network.</p> <p>We flow our digital contacts and connections directly into our CRM for dealer distribution or direct follow up from our Team in north Berwick.</p>

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67	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>At Hussey Seating Company we see Sourcwell's role as continuing to market and educate the public on the advantage or procurement contracts with "Best Value" products vs. "Low Bid" products; this is an opportunity in the marketplace and is one of the biggest differenced with state contracts and Advantages with Sourcwell.</p> <p>I want to continue and see Sourcwell leverage industry relationships with partners like AASA, CANOE and other procurement cooperatives as a potential new vehicle for additional customer reach.</p> <p>Sourcwell should continue to educate its vendors and advisory committee on current trends and direction of procurements "Best Practices."</p> <p>I would like to see more communications and real-time insights/forum with vendors throughout the year</p> <p>Sourcwell marketing tools and reporting capabilities are powerful tools for its vendors and members alike.</p> <p>There is an opportunity to better educate the vendors within the Sourcwell family of contracts regarding Contract Adoption, Piggy Backing, etc.</p> <p>There would also be great value in more Sourcwell Case Studies from an Agency Member's and vendors' viewpoints.</p> <p>It would be interesting to see Sourcwell produce a monthly podcast or stream with topics from the CPO's, What's Important. What's Not.</p>	*
68	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Due to the nature of our custom configuration/turn-key products offered by Hussey Seating Company, they are not made available through e-procurement channels. There may be a future opportunity to secure segments of our pre-configured code-compliant product line via this method or as our product configurators advance with technology in the coming years.</p> <p>To date, Sourcwell Members/Agencies need more touch points for collaboration and education than this method provides for our type of innovative seating solution.</p> <p>Currently, we are listed on Buy Sourcwell as a landing page. Yet, we are leaning toward the future, with internal discussions and thought leadership on what is and will be possible in e-procurement with our innovative seating solutions and unique configurations on every project.</p>	*

Table 13: Value-Added Attributes

Line Item	Question	Response *	
69	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>At Hussey Seating Company safe operation and performance of our seating systems are a primary focus for every facility we provide seating and or inspection, service, and maintenance programs.</p> <p>Upon completion of the scoped work, we will conduct onsite training for the facility staff, owner, and all key stakeholders. This training covers proper operational procedures, safety precautions, and processes to follow during the set and strike of seating solutions. This training also identifies adequate inspection and maintenance protocol based on current building code requirements.</p> <p>This training is offered as a standard feature at no additional charge to the customer. We also provide an Owners and Operation Manual and a complete video library of proper operation videos for future staff training and education.</p> <p>The lead installer or project manager will complete this training at the turnover meeting or scheduled training event.</p>	*

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70	Describe any technological advances that your proposed products or services offer.	<p>At Hussey Seating Company, our telescopic seating systems provide the following technological advances in the marketplace:</p> <ol style="list-style-type: none"> 1. Low Voltage Power - This system eliminates the potential of a line voltage electrical shock to the operator when operating with damaged pendant control or Venue Guests when using the seating systems. The system is designed on 24 volts. 2. Wireless Controller - Wireless controller has an RFID tag, and the seating system has an RFID reader to activate the wireless controller. Making the system safe and convenient for ease of operation. 3. Flex-Row Locking Systems - Flex-Rows accommodate ADA seating areas for patrons in wheelchairs and their companions. The flexible seating solutions are quick and easy to operate, allowing the seating configuration to lock in the open or closed positions. The feature allows for a quick set and strike of the seating system. 4. Sure-Step - This is a hinged front step with integral wheels. The hinged solution provides easy operation for the facility staff to minimize the potential for trip and fall accidents. Also, if the facility has ample floor space, the front steps can remain in the down or use position while the seating system is operated, reducing set-p and strike labor. 5. Auto-Rotating Aisle Rails - This simple integrated technological advance is the most important as it ensures the center aisle handrail is always centered and in the proper position when the system is in use, helping with spectator safety and reducing the chance of trip and fall incidents. 6. NEW Dimmable Aisle Light Solutions, Full Stair Width on Leading Edge of Telescopic Nose <p>At Hussey Seating Company, our fixed seating systems provide the following technological advances in the marketplace:</p> <ol style="list-style-type: none"> 1. NEW Integration of USB Type A and Type C Power Ports for device charging. 2. NEW Dimmable Aisle Light Solutions
71	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Using recycled materials is the most significant "green" impact on our products. The bulk of our products are comprised of steel, cast aluminum, polymer, and wood.</p> <p>Steel 33% recycled content. Aluminum has 75% recycled content. Polymer is 8% max recycled content. Wood "FSC Certified when specified, and 100% "Non-Controlled or Endangered" Species</p> <p>100% of materials used in our products are recyclable at the time of product deconstruction.</p> <p>We have converted to low-energy LED Lighting, Energy Efficient Motors on our presses, and Air Systems in our manufacturing facilities.</p> <p>Our long-term goal is "Zero Landfill", we recycle 100% of our minimal manufacturing waste, which includes steel tube drops, sheet steel drops, polymer seconds, and wood pallets are reconstructed to extend their life in the logistics channel.</p> <p>Throughout our office and production facilities, we practice paper, cardboard and aluminum can recycling to reduce our footprint in landfills. This can also be seen in our use of hand dryers and water dispensers in our restrooms and break areas.</p> <p>Another step we have taken for many years is using powder-based paint versus wet paint to coat our aluminum and steel products. This application dramatically reduces the amount of VOC's released in the atmosphere, creating a healthier environment for our team members and the surrounding community.</p> <p>We have also recently signed on to harness solar power to help power our facilities along with natural gas.</p> <p>100% of our remaining solid waste is transferred to a waste to energy plant locally to assist in powering a local University in New Hampshire</p>

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72	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others (e.g., Low VOC emissions, minimal acoustical impact, allergen repellent materials, light reflectant).	At Hussey Seating Company, our products help promote health and quality of life by leveraging low-emitted materials to minimize the effect on indoor air quality with a focus on the education environment. The main focus is low VOC using Powder Coat finished and Adhesives with Non-Added Urea-formaldehyde.
73	Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Hussey Seating Company is the only North American seating supplier who offers telescopic/retractable and fixed seating products which comply with FSC Forest Stewardship Certification. https://search.fsc.org/en/certificate/a0240000007RRp0AAG/ This is currently the third-party certification we hold for our products.
74	Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.	<p>Hussey Seating Company does not meet the Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran-owned business certifications yet we have the following dealerships and installation companies in our partnerships in compliance.</p> <p>Exclusive Hussey Dealership T.J. Distributors State VA Status SWaM (Small, Women-owned, and Minority-owned Business) Certified 653623</p> <p>Exclusive Hussey Dealership T.J. Distributors State MD Status SBR (Small Business Reserve) Certified SB12-7859</p> <p>Exclusive Hussey Dealership C.M. Eichenlaub State PA Status WBE (Women's Business Enterprise) Certified WBE 1801415</p> <p>Exclusive Hussey Dealership C.M. Eichenlaub State PA Status WBE (Women's Business Enterprise) Certified WBE 1801415</p> <p>Exclusive Hussey Dealership School & Office Products of Arkansas State AR Status Veteran's Owned Business U.S. Navy Corpsman 1967 – 1971</p> <p>Exclusive Hussey Dealership School & Office Products of Oklahoma State OK Status Veteran's Owned Business U.S. Navy Corpsman 1967 - 1971</p> <p>Exclusive Hussey Dealership Nickerson Corporation NC State NY Status WBE (Women's Business Enterprise) Certified 55916</p> <p>Exclusive Hussey Dealership Nickerson New Jersey NC State NJ Status SBE (Small Business Enterprise) Certified A0070-16</p> <p>Exclusive Hussey Dealership Southeastern Surfaces and Equipment State FL Status WBE (Women's Business Enterprise) Certified 2023</p> <p>Certified Installer Harriott Contracting LLC State MD Status MBE (Minority Business Enterprise) Certified 08-114</p>

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75	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>Hussey's Seatings unique attributes are based upon our long, proud 188-year history of the company. We are in business for the long haul [which means we are looking to transfer the company to the 7th generation] and must treat our customers as they deserve. That means we are in the business of building long-term relationships and creating customers for life. We do this by collaboratively working with our customers, educating them on their options, and exceeding their expectations with product features, project management, installation professionalism, product aesthetics, performance, and value and Service.</p> <p>Then we back it with the best product warranties in our industry. We are providing our customers and Sourcwell Members/Agencies a sound peace of mind, simplifying the purchasing process, so they can enhance their venues and guest experiences.</p> <p>Another unique attribute of Hussey Seating Company is the longevity of our employees/team members and the experience we bring to the marketplace. 24% of our team has been in the innovative seating solutions business for 25 – 44 years, along with the rest of the team, which calculates into thousands of years of experience in our chosen markets, providing innovative seating solutions.</p> <p>Hussey Seating also has over 40 licensed engineers on our team, ensuring our products are designed to the highest standards in the industry.</p> <p>To help support this, we have completed ICC-300 Evaluations Service Report, independently validating that our Telescopic/Retractable Seating product meets or exceeds the stated structural requirements. Currently, Hussey Seating is the only company that can make this claim. The report can be located here, as well as in the upload section of this RFP https://icc-es.org/report-listing/esr-5033/</p> <p>Hussey Seating has also completed EN 1090 standard European Norm 1090 Certification (EN 1090 Certification) EN 1090 is a set of harmonized European standards regulating the fabrication and assembly of steel and aluminum structures. Effective as of July 2014, EN 1090 replaces various national regulations such as DIN 18800-7 and DIN V 4113-3 in Germany. There are three sections within EN 1090: EN 1090-1: Requirements for conformity assessment for structural components (CE marking) EN 1090-2: Technical requirements for the execution of steel structures EN 1090-3: Technical requirements for the execution of aluminum structures. Since July 2014 all manufacturers must be certified to EN 1090 by an accredited body – also known as a notified body – and only structural steel and aluminum components with the corresponding CE marking may be sold in or supplied into Europe. Hussey Seating products have met the standards set forth by the European Norm standards for 1090. The certificate can be located in the upload section of this RFP</p> <p>Hussey Seating has also completed AWS and CWB certification for our manufacturing facilities and robotic and manual welders to ensure the safe manufacturing of our seating systems. The certificate can be located in the upload section of this RFP</p>
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Table 14: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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76	Do your warranties cover all products, parts, and labor?	<p>Yes, at Hussey Seating Company we have standard product warranties which exceed industry standards as well as offer one-year product warranties to meet any project specifications which may be in the project specification by other suppliers.</p> <p>Excerpt from our Telescopic Limited Commercial Product Warranty Standard Telescopic Equipment</p> <p>Hussey Seating Company provides the following limited warranty to the owner of the facility in which Hussey Seating Products were purchased and installed.</p> <p>The warranty period begins on the date of installation completion, continues for the applicable time period set forth below, and is strictly governed by and subject to the terms and conditions set forth below.</p> <p>WARRANTY:</p> <p>In the event there is a defect in the material, in the installation (in the event installation is completed by Hussey Seating), and/or in the workmanship of the Hussey Seating Product (or component part there of) which causes failure of the product within the applicable time period and provided notification of this defect is given to Hussey Seating in writing at the address set forth below prior to the expiration of the applicable time period; Hussey Seating, in its sole discretion, will either repair or replace the defective product (or defective component part there of) with a comparable product (or component part there of), or will provide a refund of the purchase price of the defective product (or defective component part there of) prorated over the warranty period. In the event of repair or replacement, the warranty includes labor, materials, and freight for the first five years of the warranty and materials and freight only there after. All other costs are excluded. The fulfillment of the warranty (including investigation, timing of response, labor, and manner of shipment) is under the exclusive and unfettered control and discretion of Hussey Seating.</p> <p>All Standard Product warranties can be located at this location and on the product file uploaded with this proposal https://www.husseyseating.com/warranties/</p>	*
77	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Yes, here are the standard exclusions to the warranty.</p> <p>EXCLUSIONS AND CONDITIONS:</p> <p>This warranty excludes and does not apply to:</p> <ul style="list-style-type: none"> ~ Normal wear and tear, abuse, neglect, vandalism, or misuse of Product all as determined by Hussey Seating in its sole discretion. ~ Casualty loss or other Acts of God. ~ Product altered or modified by the user. ~ User attached accessories. ~ Consumable Products; light bulbs, lamps, ballasts, etc.. ~ Products not installed by Hussey Seating Approved Installers. ~ Applied Graphic Solutions. ~ Products not properly maintained in accordance with Hussey Seating Operating & Maintenance Procedures & Inspections. ~ Nonstandard material and color finishes whether purchased by the customer or Hussey Seating Company. ~ Natural variations occurring in wood and / or color fastness and / or variations in matching of colors, grains or textures of materials shall not be considered defects. ~ Polymer Colors will not fade greater than 5 Delta-E units measured within C E L*a*b color space. Powder Coat finish will not fade greater than 5 Delta-E units measured by Hunter L*a*b Color difference per ASTM D2244. 	*
78	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, Hussey Seating at its option will either repair or replace the defective product with a comparable component or product. Hussey Seating reserves the right to determine labor method used during replacement of product	*
79	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Hussey Seating can provide a certified /trained installer to perform warranty work in any geographical location. Each Sourcewell Member/Agency will be provided detailed information as to how to contact Hussey Seating Company or one of our Hussey Exclusive Dealers or Regional Service Centers	*
80	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, we will cover warranty service for items made by other manufacturers that are part of our proposal. Our product warranty covers any products delivered and installed by Hussey Seating Company. This way of conducting business/standing behind your product is what we have done for 188 years and many to come.	*

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81	What are your proposed exchange and return programs and policies?	With Hussey Seating Company, once the product is installed, and the turn over meeting has occurred, we do not see product returns. As indicated in a previous answer, we are in business creating customers for life, and we do this by treating them right. If there is ever a discussion regarding a return, we work with the customer via our proper sales channel and our Dealer Support Team, and we make it right. That is part of our DNA of the Hussey Company and Family Values. We have never had a product returned in my 37 years with the company.	*
82	Describe any service contract options for the items included in your proposal.	Hussey Seating Company provides a complete after-market service solution with our Exclusive Hussey Dealers, Regional Service Centers, and Hussey Direct National Service Team. We will provide the following: ~ Venue Assessments ~ Code Mandated Annual Inspections ~ General Maintenance, Service, and Repair Program ~ Multi-Year Inspection and Service Programs The Service programs are highly focused on Telescopic/Retractable Seating Solutions to ensure the safety of the guest and venue employees and help minimize risk to the venue owner and insurance company. Code requires Annual Service and should be noticed by any Sourcewell member/Agency.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 83. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
N/A	<input checked="" type="radio"/> Yes <input type="radio"/> No

Documents

Ensure your submission document(s) conforms to the following:

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - HUSSEY SEATING COMPANY PROPOSED SOURCEWELL CONTRACT PRICING - CONTRACT NUMBER XXXXXX-hsc EFFECTIVE DATE 4.DEC.2023.xls - Tuesday August 15, 2023 06:39:47
 - [Financial Strength and Stability](#) - HUSSEY SEATING FINANCIAL STRENGTH AND STABILITY.pdf - Tuesday August 15, 2023 06:43:53
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - HUSSEY SEATING WARRANTIES.pdf - Tuesday August 15, 2023 06:44:48
 - Standard Transaction Document Samples (optional)
 - Requested Exceptions (optional)
 - Upload Additional Document (optional)

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ron Bilodeau, Marketing Manager; Product Innovation & Sales EDU, Hussey Seating Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Event_Seating_RFP_081523 Mon July 17 2023 02:16 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT #081523-HSC**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Hussey Seating Corporation** (Supplier).

Sourcewell awarded a contract to Supplier to provide Event Seating and Staging Solutions with Related Accessories and Services to Sourcewell and its Participating Entities, effective October 5, 2023, through October 6, 2027 (Contract).

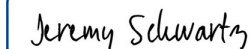
Supplier has updated its Administrative Fee terms, found in Line Item 37 under "Table 6: Audit and Administrative Fee." The current language is deleted in its entirety and replaced with the following:

Supplier shall pay Administrative Fees to Sourcewell in accordance with the following:

- 1.5% Administrative Fee on annual sales \$0.00 - \$30,000,000
- 1.25% Administrative Fee on annual sales \$30,000,001 - \$100,000,000
- 1% Administrative Fee on annual sales \$100,000,001 and over

Except as amended above, the Original Agreement remains in full force and effect.

Sourcewell Signed by:



By: C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

10/18/2023 | 10:54 PM CDT

Date: _____

Hussey Seating Corporation Signed by:



By: 55B46CC3EC0D4E1...

Brian Deveau
CEO & President

10/19/2023 | 4:53 AM CDT

Date: _____

Approved Signed by:



By: 48BAF71B0894454...

Chad Coquette, Executive Director/CEO

10/19/2023 | 7:18 AM CDT

Date: _____

ASSIGNMENT AGREEMENT

This Assignment Agreement is by and among **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479; **Hussey Seating Corporation** ("Hussey Corporation"); and **Hussey Seating Company** ("Hussey Company").

Sourcewell awarded a contract to Hussey Corporation to provide Event Seating and Staging Solutions with Related Accessories and Services to Sourcewell and its Participating Entities, effective October 5, 2023, through October 6, 2027 (Contract).

Hussey Corporation has requested to assign the Contract to Hussey Company.

The assignment provision of the Contract requires written consent of Sourcewell.

Assignment

1. This Assignment Agreement will become effective as of the date of the last signature below.
2. Hussey Corporation wishes to assign to Hussey Company all of Hussey Corporation's rights, responsibilities, and other provisions set forth in the Contracts, Sourcewell Contract Number **081523-HSC**.
3. Hussey Company has obtained a copy of the Contract from Hussey Corporation and certifies it will comply with the terms of the Contract as executed by Hussey Corporation and Sourcewell. The parties agree this assignment is unconditional and without recourse.
4. Hussey Corporation and Hussey Company jointly and severally represent and warrant to Sourcewell that:
 - a. Hussey Corporation is not in default of any of its obligations under the Contract;
 - b. Hussey Company is ready, willing, and able to perform all of the obligations and responsibilities of the Contract;
 - c. Hussey Corporation and Hussey Company request consent from Sourcewell to this Assignment; and
 - d. Hussey Company accepts assignment of the provisions of the Contract.
5. In consideration for the above, Sourcewell consents to the assignment.

Hussey Seating Corporation

Signed by:
By: Brian Deveau
55B46CC3EC0D4E1...
Brian Deveau, President

Date: 10/8/2024 | 10:27 AM CDT

Hussey Seating Company

Signed by:
By: Brian Deveau
55B46CC3EC0D4E1...
Brian Deveau, President

Date: 10/8/2024 | 10:27 AM CDT

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations and Procurement/CPO

Date: 10/8/2024 | 11:04 AM CDT



PROPOSAL

TO: City of Ocala
Sourcewell Member #18836

DATE: 9/19/2025

Attn: John Spencer

PROJECT: Ed Croskey Recreation Center-REV Firm Quote

We are pleased to quote seating as manufactured by Hussey Seating, based on Sourcewell Contract #081523-HSC as follows:

Model: Maxam
Net Seat: 393
Stand Type: Wall attached
Seat Type: Courtside 10" Manufacturer's standard polymer
Row Rise: 9 5/8"
Row Spacing: 24"
Tiers: 5 all banks
Bank Length: Bank A-76.5'; Bank B-19.5'; Bank C-34.5'; Bank D-9'
Bank Length with End Rails: Bank A-78.5'; Bank B-21.5'; Bank C-36.5'; Bank D-11'
Operation: Electric with pendant control on Bank A & C; Bank B & D-Manual
Power required and by others: 120/208V 3 Phase 60HZ
Rails: End rails-self storing both hands. Automatic Rotating on electric banks, P-Rails on Manual. starting on tier 2.
Finish 983 black
Deck: Plywood with clear coat top side only
Accessories: Intermediate steps, flex rows, hinged front aisle steps
Includes: Limit switch for electric banks as required for synthetic floor installation
Includes Tear out and Disposal of Existing

Sourcewell National Contract #081523-HSC Pricing

\$228,727.99 List Price
- 40% Discount Sourcewell Discount off List
\$137,236.79
-9% Additional Discount SSE Discretion

Total Delivered and Installed Including Discounts.....\$124,885.48

(*) Electrical work by others for Bank A&C. Electric required is 120/208V 3 Phase.

Notes:

- We accept Visa, Master Card and American Express. Payments made using an American Express card will require an additional fee of 2.5%.
- Sales/Use taxes are EXCLUDED in above bid amount.
- Payment and Performance Bonds are NOT INCLUDED in the above price. Add 1% for our standard bond form. If alternate bond forms are required there may be an additional cost and the forms will be subject to approval by our bonding company.



P.O. Box 602 • 569 Canal Street • New Smyrna Beach • Florida • 32170

Phone: (386) 428-8875 • Fax: (386) 428-8767

www.sseteam.com





SOUTHEASTERN SURFACES & EQUIPMENT

Florida State Certified M/WBE

Florida State Certified General Contractor – CGC 012423

- Removal and disposal of existing equipment or materials is NOT INCLUDED.
- Materials stored at owner or GC's request will incur storage fees and handling charges.
- All electrical service requirements, including conduit, wiring and/or final hook which may be required shall be provided by electrical subcontractor.
- Hoisting for non-ground floor access, unless specifically indicated above is not included.
- 100% Restocking fee on all returned material.
- Permits, if required, are not included and shall be provided by others at others expense.
- **Audience Seating** – Aisle lights, "special/custom/designer" (other than standard) fabrics, flooring finishes, other accessories (i.e. Tablet arms, donor plates, etc.), loose seating (i.e. folding chairs), or finished caps for floor anchors are not included unless specifically indicated above.
- **Exterior Grandstands** – All site work including clearing, grading or leveling is excluded. Concrete slabs which may be required beneath the grandstands are not included.
- **Flooring** -- Concrete slab must be level to 1/8" in a 10' radius and dry to 4.5# per 1,000 Sq.Ft. as tested by Calcium Chloride dry crystal testing methods. All slab prep work, including leveling, and associated cost is by others. Moisture test results must be provided to SSE prior to scheduling of crew to jobsite by others and at others expense. Thresholds, reducers, base and removal/reinstallation of anything on the floor (i.e. bleachers or floor inserts) which may be required are excluded unless specifically included above.
 - **For Wood flooring contracts only:** GC shall provide subcontractor with electrical service for floor sanders – 208 v./3phase/100 amps.
 - **For Synthetic flooring contracts only:** No concrete sealers or curing compounds are to be applied or mixed with the subfloors.
- **Telescopic Bleachers** – All electrical connections including manual disconnect shall be provided by electrical subcontractor.
- This quotation is good for 60 days and subject to delivery and installation in six months.

TERMS AND CONDITIONS

- **FINANCE CHARGES** Purchaser will receive monthly statements; however, payment is due upon receipt of original invoice. If the balance shown on a monthly statement is not paid before the 30th day of the same month, interest will accrue on the unpaid amount at the highest rate allowable by Florida law.
- **PERSONAL JURISDICTION** Any judicial proceeding by the Purchaser against the Seller or the Seller against the Purchaser involving, directly or indirectly, any matter in any way arising out of related to, or connected with this agreement or any other credit document shall be brought in the courts of the State of Florida, County of Volusia, and the parties accept exclusive personal jurisdiction of these courts for the purpose of any suit, action or proceeding. In addition, the parties knowingly, intentionally, and irrevocably waive to the fullest extent permitted by law, any objection which they may now or later have to the laying of venue of any suit, action or proceeding arising out of relating to this agreement, or any judgment entered by any court brought in the State of Florida. Further, both parties intentionally and irrevocably waive any claim that any suit, action or proceeding brought in the State of Florida, County of Volusia, has been brought in an inconvenient forum.
- **ATTORNEY'S FEES** If Seller employs an attorney to enforce any provision of this Quotation or invoice, or to defend any action brought by Purchaser, its agents or employees against Seller, whether the action sounds in contract, in tort or otherwise, or to collect any payment due to Seller from Purchaser whether or not suit is instituted, Seller will be entitled to recover from Purchaser all costs and expenses incurred including a reasonable attorney's fee.
- **VENUE/JURY TRIAL/INTEREST** Purchaser will pay interest on all monies due to Seller at the highest lawful contract rate. Purchaser **WAIVES ANY RIGHT TO JURY TRIAL** in any action brought by or against Purchaser involving Seller regardless of whether the claim sounds in contract, in tort or otherwise, or is in any proceeding related, ancillary or supplementary to this Application. Purchaser waives any right of venue and agrees that any legal action or arbitration proceeding between Purchaser and Seller regardless of whether it sounds in contract, in tort or otherwise, will be brought in a state court of competent jurisdiction located in Volusia County, Florida.
- **PERSONAL GUARANTY** The person signing this Quotation on behalf of the Purchaser, personally and individually, guarantees the full and prompt performance of the Purchaser and the payment of all sums due to Seller. As used in this PO, The term "Purchaser" will also include the guarantor and any other party to this PO and all waivers are equally applicable to those persons.
I have read and agreed to the terms and conditions of this Quotation.

SIGNATURE

TITLE

DATE



P.O. Box 602 • 569 Canal Street • New Smyrna Beach • Florida • 32170
Phone: (386) 428-8875 • Fax: (386) 428-8767
www.sseteam.com



Limited Commercial Product Warranty | Standard

Telescopic Equipment

Hussey Seating Company provides the following limited warranty to the owner of the facility in which Hussey Seating Products were purchased and installed. The warranty period begins on the date of installation completion, continues for the applicable time period set forth below, and is strictly governed by and subject to the terms and conditions set forth below.

WARRANTY:

In the event there is a defect in the material, in the installation (in the event installation is completed by Hussey Seating), and/or in the workmanship of the Hussey Seating Product (or component part thereof) which causes failure of the product within the applicable time period and provided notification of this defect is given to Hussey Seating in writing at the address set forth below prior to the expiration of the applicable time period; Hussey Seating, in its sole discretion, will either repair or replace the defective product (or defective component part thereof) with a comparable product (or component part thereof), or will provide a refund of the purchase price of the defective product (or defective component part thereof) prorated over the warranty period. In the event of repair or replacement, the warranty includes labor, materials, and freight for the first five years of the warranty and materials and freight only thereafter. All other costs are excluded. The fulfillment of the warranty (including investigation, timing of response, labor, and manner of shipment) is under the exclusive and unfettered control and discretion of Hussey Seating.

TIME PERIODS:

10 Years	5 Years
Structural Component parts of Understructure	Decking Systems including aisle steps and rails CourtSide & Classic Wood Seating Collections Electrical: Aisle Lights & Power Systems Portable & Integral Dolly Systems End Closure Curtains Surface Material Finishes: Polymer & Powder Coat (Note conditions as to color, grain and texture listed below.) Surface Material Finishes: Wood Veneer (Note conditions as to color, grain and texture listed below.)

EXCLUSIONS AND CONDITIONS: This warranty excludes and does not apply to:

- Normal wear and tear, abuse, neglect, vandalism, or misuse of Product – all as determined by Hussey Seating in its sole discretion.
- Casualty loss or other Acts of God.
- Product altered or modified by the user.
- User attached accessories.
- Consumable Products; light bulbs, lamps, ballasts, etc..
- Products not installed by Hussey Seating Approved Installers.
- Applied Graphic Solutions.
- Products not properly maintained in accordance with Hussey Seating Operating & Maintenance Procedures & Inspections.
- Non standard material and color finishes whether purchased by the customer or Hussey Seating Company.
- Natural variations occurring in wood and / or color fastness and / or variations in matching of colors, grains or textures of materials shall not be considered defects.
- Polymer Colors will not fade greater than 5 Delta-E units measured within CIE L*a*b color space.
- Powder Coat finish will not fade greater than 5 Delta-E units measured by Hunter L*a*b Color difference per ASTM D2244.

Hussey Seating Company reserves the right to discontinue, modify or make changes in its products. If products covered by this warranty are no longer available, Hussey Seating Company has the right to substitute products of equal quality and value. In the event of repair or replacement of the defective product (or defective component part thereof) there is no responsibility for the matching of color, grain, fabric, or texture except to within commercially acceptable standards, as determined by Hussey Seating in its sole discretion. **THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE TO THE EXTENT ALLOWED BY LAW AND ARE IN LIEU OF ALL OTHER REMEDIES, WARRANTIES, OR REPRESENTATIONS OTHER THAN THOSE EXPRESSLY STATED HEREIN, WHETHER EXPRESSED OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE) UNLESS SPECIFICALLY AGREED TO IN WRITING BY AN OFFICER OF HUSSEY SEATING IN THE SPECIFIC CIRCUMSTANCE.** In any event, Hussey Seating is not liable (in contract, tort, or otherwise) for consequential, special, indirect, punitive, or incidental damages arising from any product defect or otherwise and in no event shall Hussey Seating Company's responsibility under this warranty exceed the amount of the product's original purchase price. This limited product warranty gives you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow certain exclusions and limitations of incidental or consequential damages or limitations on implied warranties, so the described limitations may not apply to you. This limited warranty shall be governed by, construed, and enforced in accordance with the laws of the State of Maine, without reference to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this limited warranty.

WARRANTY NOTICE ADDRESS:

Hussey Seating Company
 Attn: Customer Services & Product Warranty Team
 38 Dyer Street Ext.
 North Berwick, Maine 03906 USA

Hussey Seating #081523-HSC

Pricing for contract #081523-HSC offers Sourcewell participating agencies the following discounts:

- Hussey Telescopic/Retractable Bleacher Seating | MAXAM – 40% Discount from list price
- Hussey Telescopic/Retractable Platform Seating | MAXAM+ – 40% Discount from list price
- Hussey Telescopic/Retractable Platform Seating | MXP – 40% Discount from list price
- Hussey Upholstered Auditorium Fixed Seating | Quattro – 40% Discount from list price
- Hussey Sport & Entertainment Fixed Seating | Legend & Fusion – 40% Discount from list price
- Each line will also carry an additional volume discount divided into the following quantity ranges:
 - Volume pricing discounts for Telescopic Seating:
 - 0-400 seats
 - 400-800 seats
 - 800-1200 seats
 - 1200-1600 seats
 - 1600-2000 seats
 - 2000-2400 seats
 - 2400-3000+ seats
 - Volume pricing discounts for Fixed and Portable Seating:
 - 25-149 seats
 - 150-249 seats
 - 250-749 seats
 - 750+ seats

**Solicitation Number: RFP #081523****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Hussey Seating Corporation, 38 Dyer Street Ext., North Berwick, ME 03906-6763 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Event Seating and Staging Solutions with Related Accessories and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires October 6, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

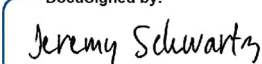
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

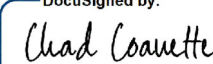
Hussey Seating Corporation

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/5/2023 | 7:23 AM CDT

DocuSigned by:

By: 55B46CC3EC0D4E1...
Brian Deveau
Title: CEO & President
Date: 10/4/2023 | 4:23 PM CDT

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 10/5/2023 | 9:07 AM CDT

RFP 081523 - Event Seating and Staging Solutions with Related Accessories and Services

Vendor Details

Company Name: Hussey Seating Company
Address: 38 Dyer Street
North Berwick, ME 03906
Contact: Ron Bilodeau
Email: rbilodeau@husseyseating.com
Phone: 207-676-2771 234
HST#: 061032772

Submission Details

Created On: Wednesday June 28, 2023 08:19:02
Submitted On: Tuesday August 15, 2023 06:59:45
Submitted By: Ron Bilodeau
Email: rbilodeau@husseyseating.com
Transaction #: 0ba46dfd-a955-4856-bfe8-8cca0cd7c2be
Submitter's IP Address: 207.215.137.116

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Hussey Seating Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Hussey Seating Company	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Hussey Advantage A Division of Hussey Seating Company Hussey Seatway A Division of Hussey Seating Company	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 5275 EI: FSLHDD5LRC17	*
5	Proposer Physical Address:	Hussey Seating Company c/o: Ron Bilodeau; Marketing Manager; Product Innovation & Sale EDU 38 Dyer Street Ext North Berwick, ME 03906-6763 USA	*
6	Proposer website address (or addresses):	www.husseyseating.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Brian Deveau CEO & President Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA e. bdeveau@husseyseating.com t. +1.207.676.0299	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ron Bilodeau Marketing Manager of Product Innovation & Sales EDU Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA e. rbilodeau@husseyseating.com t. +1.207.676.0234	*

9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	<p>Sean O'Leary VP of Sales & Marketing</p> <p>Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA</p> <p>e. soleary@husseyseating.com t. +1.207.676.0370</p> <p>Adam Pearson Director of Sales Operations</p> <p>Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA</p> <p>e. apearson@husseyseating.com t. +1.207.676.0366</p> <p>Nick Hildings, Accountant II Sourcewell Quarterly Reports</p> <p>Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA</p> <p>e. nhildings@husseyseating.com t. +1.207.676.0213</p> <p>Rene Hokinson, Accounts Payable</p> <p>Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA</p> <p>e. rhokinson@husseyseating.com t. +1.207.676.0210</p> <p>Brian Harrington, Treasury & Credit Manager</p> <p>Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA</p> <p>e. bharrington@husseyseating.com t. +1.207.676.0302</p>
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Table 2A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response
10	Provide a detailed description of the products, and services that you are offering in your proposal.	<p>Hussey Seating Company, Your Partner for Seating Solutions, is an American-based sixth/seventh generation family-owned and operated company located in North Berwick, Maine, since 1835, 188 years.</p> <p>We work in a straightforward process, as our goal is to create a customer for life while providing the lowest product life cycle investment.</p> <p>We start the process by listening to the Sourcewell Members/Agencies' needs and desires; we then share and educate on our knowledge, global experience, trends, and potential solutions for discussion. Then it is time to Collaborate on the Right Solution with our Sourcewell Member/Agency while offering the following services and products to make the process easy and hassle-free.</p> <p>Our Services provided:</p> <p>Local Representation Exclusive Dealer & Direct Teams in your area New Projects, Renovation, or Complete Replacement</p> <p>Hussey offers local exclusive representation for sales and service in all US & Canada States and Provinces and a direct sales team for professional & collegiate venues. This provides our customers with an easy, hassle-free experience for the product's life. We aim to be part of and understand the local community's needs</p>

and desires and be available when our customers need us.
Hussey can collaborate directly with the customer saving additional customer investments by managing the product design and installation or work with the Sourcewell Members/Agencies selected design team [architect, contractor, consultants, etc.].

WHERE TO BUY | <https://www.husseyseating.com/find-a-dealer>

Design Consultancy | Free Service

At Hussey Seating, we start with a design meeting driven by our exclusive dealer or direct project development team to gain an understanding of the Sourcewell Member/Agency or their project design teams, needs and desires, identify critical objectives regarding products, conversion requirements, storage capabilities and space, patron/fan in-venue experience, project budget, project management, lead-times & installation/assembly and service and inspection requirements. This is part of every project to align direction and expectations. Once complete, the Hussey team will leverage our experience and knowledge and provide potential solutions to assist with our collaborative discussions and decisions.

2D Proposal Drawings | Free Service

We complete 2D proposal drawings showing the recommended seating solutions, code-compliant layouts, seating/ADA capacities, and building dimensional requirements for collaborative discussions and decisions. This visual tool is excellent for helping validate a consistent agreed-upon vision while cross-referencing needs, desires / critical objectives.

3D Revit Renderings | Free Service

We complete 3D Revit Renderings for large-scale projects to best assist with capital fundraising campaigns/marketing and provide an enhanced real-life venue visualization.

HSC REVIT FAMILIES | <https://www.husseyseating.com/revit>

3D Chair Configurator [Design your Vision] | Free Self-Service

We're helping you bring your vision to life early in the process with a 3D Configurator that will let you visualize your design choices in real-time, create images, and download a custom specification - officially putting you in the driver's seat.

3D Chair Configurator [Design your Vision] | <https://www.husseyseating.com/build-your-chair>

Surface Materials for Color Boards | Free Service

Let us help you create your project design/color board with all the surface materials you require for surface material selections, polymer & powder coat color chips, laminate, wood veneer, hardwood samples & fabric swatches. Viewing actual surface material chips or production samples for final product color approvals is essential, do not approve colors from digital or printed selectors due to potential variations based on computer screen calibration, print quality, and natural wood variations..

Surface Materials for Color Boards | <https://www.husseyseating.com/surface-material>

Product Samples | Free Service during the project collaboration

Hussey Seating Company provides a product sample process for pre-sale and post-sale as required based on customers' knowledge and familiarity with our products or project specification requirements. Our exclusive dealers or direct sales team will provide samples when requested.

Technical Data | Free Service during the project collaboration

Hussey Seating Company provides project-specific product specifications in Word, RTF, or pdf format upon request. Our exclusive dealers or direct sales team will also provide the following as required.

- ~ Product Warranty Details
- ~ Environmental Data LEED V2.1
- ~ Owner's Manuals

Production Submittal Drawings & Field Checks | Free Service

We complete 2D Submittal Drawings & Field Checks showing the final agreed-upon recommended seating solutions, code-compliant layouts, seating/ADA capacities, and building dimensional requirements for collaborative discussions and decisions. This drawing will assist in validating the final project decisions and actual field conditions before production and installation. Our exclusive dealers or direct sales team will collaborate with you during final approval.

3D Building Scans | Not Required on All Venues

Hussey Seating Company will complete 3D building scans on large venues with high-level design complexity. This helps streamline the design and collaboration process while providing a real-time dimensional resource for our design teams.

Project Management | Completed by Exclusive Dealers and Direct Team

Hussey Seating Company will provide project management via our exclusive dealer network or our direct team to provide the customer with a single point of contact in the final project installation/assembly phases. Direct projects may carry a Project management line item depending on project size and complexity.

Regional Service Centers | Dealer & Direct Teams in your area
Hussey Seating Company provides Regional Service Centers at a Local and National level. Our certified centers/teams can perform the following for the product life cycle to help maximize your investment.

~Safety Evaluations

~Telescopic Seating Annual Inspections Required by Code

~Fixed & Portable Chair Inspections as Requested

~Annual Service, Maintenance & Repair

OUR PRODUCTS | Tip & Roll, Telescopic/Retractable Bleacher Seating Systems, Telescopic/Retractable Platform Seating Systems, Telescopic/Retractable Seating Solutions, Fixed Seating Solutions, Portable Seating Solutions

MAXAM1™ | Tip & Roll/Portable Seating Solution

The next generation in portable bleacher seating is MAXAM 1™. Designed to be the safest and most comfortable portable bleachers available, MAXAM 1™ Portable Bleachers quickly bring the safety, comfort, and durability of large gym bleacher systems to almost any spot on your facility's campus.

One person. MAXAM 1™ Portable Bleachers are designed for quick & easy one-person transport and one-person operation. Hussey's legendary attention to detail means MAXAM 1™ was created with your environment in mind, whether fitting through tight doorways and onto elevators or providing the safest portable bleacher system to own and operate.

<https://www.husseyseating.com/tip-and-roll-bleacher/maxam1/>

MAXAM® | Telescopic/Retractable Bleacher Seating System

Maximize your floor space and bleacher seating with Hussey Seating MAXAM telescopic bleachers. Equipped with Hussey Seating's innovative Flex-Row technology, MAXAM bleachers provide numerous lock-in bleacher seating layouts to keep your indoor gymnasium accessible and in ADA compliance.

<https://www.husseyseating.com/telescopic-bleacher/maxam/>

MAXAM+™ | Telescopic/Retractable Platform Seating System

Designed engineered to meet a wide variety of applications and venues, from school auditoriums to sports and entertainment arenas, MAXAM+ is ready to perform in the most demanding audience environments. With features like custom and variable rise, tapered sections, extruded aluminum decking, and our Metro™ folding platform chair, MAXAM+ will not disappoint.

<https://www.husseyseating.com/telescopic-seating/maxam-plus/>

MXP™ | Telescopic/Retractable Platform Seating System

MXP™ Telescopic Platform delivers big-league performance when the pressure is on. Building on the heritage of our proven vertical frame construction, MXP Telescopic Platform seating delivers owners and operators maximum performance and reliability, ease of setup and operation, and the premium seating experience your customer's demand.

<https://www.husseyseating.com/telescopic-seating/mxp/>

Hussey Seatway™ | Telescopic/Retractable Platform Seating System

For "Black Box" auditoriums, worship, and theaters, combine the flexibility of retractable seating with the stylish aesthetics and comfortable seating of a Performing Arts space. Hussey Seatway retractable seating is completely customized for your performance space and tailored to your seating needs.

<https://www.husseyseating.com/telescopic-seating/seatway-tp/>

Telescopic/Retractable Seating Solutions

Quattro® Forward Tilt

The Quattro Classic Series blends the comfort of a premium auditorium chair with the flexibility of a telescopic seating platform, making these high-value locations truly the best seats in the house. Designed to decrease labor costs and changeover time, platforms with Quattro Classic can efficiently change from stored to event-ready, with each staff member operating rows of up to 14 chairs at a time for a single operator. Requires a Minimum Rise of 4".

Quattro® Forward Fold

The Quattro Classic Series blends the comfort of a premium auditorium chair with the flexibility of a telescopic seating platform, making these high-value locations the best seats in the house. Designed to decrease labor costs and changeover time, platforms with Quattro Classic can efficiently change from stored to event-ready, with each staff member operating rows of up to 14 chairs at a time for a single operator. Requires a Minimum Rise of 16".

Quattro ® Nose Mount

The Quattro Classic Series blends the comfort of a premium auditorium chair with the flexibility of a telescopic seating platform, making these high-value locations truly the best seats in the house. Designed to decrease labor costs and changeover time, platforms with Quattro Classic can efficiently change from stored to event-ready, with each staff member operating rows of up to 14 chairs at a time for a single operator, 22 chairs with two operators. Minimum Rise of 8"

Arts PC Series

The Arts PC Series blends the comfort of a premium auditorium chair with the flexibility of a telescopic seating platform, making these high-value locations truly the best seats in the house. Designed to decrease labor costs and changeover time, platforms with Quattro Classic can efficiently change from stored to event-ready, with each staff member operating rows of up to 14 chairs at a time for a single operator, 22 chairs with two operators. Minimum Rise of 8"

Gallery 3 Collection

Gallery 3 chairs on retractable or telescopic platforms provide quality seating for any event. Available in lift assist and automatic folding applications on MAXAM+, MXP, and Hussey Seatway telescopic platforms, Gallery 3 chairs are enveloped in quality fabric to highlight the design of your space. Often found in performing arts center seating or in college and university lecture halls with tablets, the stylish Gallery 3 chair provides versatility without sacrificing style. Minimum Rise of 9 5/8"

Metro Collection

Sleek, slim, and easy to install, the Metro™ Collection is a giant leap toward getting the most out of your facility. Metro allows perfect continuity throughout a facility in both telescopic and fixed versions. Metro features whisper-quiet seat operation and fits in an amazingly tiny 5 1/2" (140 mm) stored envelope. Minimum Rise of 9 5/8"

Premia Collection

With a sprung foam seat and back, the durable, space-saving, and exceptionally strong clam-shell design seat with a high-quality upholstered finish offers immense comfort in a small package. This low-maintenance chair with a folding backrest offers innovative ergonomic comfort in a compact individual chair with semi-automatic, auto-fold operation. Also available in a polymer version, Minimum Rise of 9 5/8"

Club Bench Series

The Club Bench is a telescopic seating solution with an optional integrated backrest; the seat and back surfaces are upholstered with cut foam and stylish fabrics to create an enhanced seating solution on a telescopic platform. Minimum Rise of 10"

CourtSide XC10

CourtSide XC10 incorporates a unique fore to aft contoured seat and a gradual "waterfall" curve on the forward edge that reduces pressure to the sensitive region of the thighs regardless of the leg position. 10" (254 mm) wide. 100% recyclable.

CourtSide XCS12

The world's only ergonomically designed gym seat module, the CourtSide XCS12 provides an individualized compound contoured seat that incorporates modern styling, dual texturing, and waterfall edges. 12" (305 mm) wide and manufactured from 100% recyclable materials, the CourtSide is the perfect blend of ergonomic comfort, modern design, performance, and value.

Classic Wood

All our wood boards are finger-jointed Southern Pine Grade "B&B," the finest available. Each is triple sanded and finished with two separately UV cured coats of urethane.

Quattro ® Collection | Fixed Seating Solutions

From top to bottom, every aspect of the Quattro Collection has been designed to balance form and function in beautiful new ways. While you may opt for available end panels, Quattro Collection's stanchions are designed to be so captivating they can stand all on their own.

Quattro ® Traditional Collection | Fixed Seating Solutions

A perfect blend of old and new, the Quattro Traditional Collection has a traditional stanchion and end panel, providing an elegant solution for those who prefer a more classic look. It is also a perfect solution when retrofitting to match an existing décor.

Art Series

Imagine your space with an elevated level of elegance – we have a solution for you. Say hello to refined aesthetics, natural materials, luxe fabrics, and design

customizations that push your venue into the 'exceptional' category. The Quattro Art Series by Hussey Seating Company delivers just this fit, finish, and appeal. Plus, we have made this distinguished look accessible and affordable for any place people gather.

Designer Series

As elegant as it is functional, the Designer Series seat style combines rich wood or laminate tones and plush upholstered seats to offer the ultimate in fixed spectator seating. A simple, yet stunningly smooth back design creates an amazing visual effect from the back of the venue, while the luxurious upholstery and quilting options demand attention from the front. Not only will your events 'wow' the crowd, so will your Designer Series seating.

Classic Series

Timeless style, great looks and a durable polymer outer panel make the Classic Series fixed Quattro seat an excellent choice for any venue. It is a true multi-purpose classic that is comfortable, durable, and attractive. Dress it up with one of our many luxury upholsteries, handsome quilting designs, and chic stanchion color combinations.

SoftSide Series

Make a statement without making a sound with the Soft Side Series seat. Envelop spectators in fully upholstered comfort, absorbing audience noise while seating guests in style. Precision, elegance, and luxury are the hallmarks of these fixed seats, ideal for auditorium, lecture hall, theater, and performing arts seating.

Performance Series | Polymer

Discover seating as versatile as it is durable, attractive, and safe. Sports arenas, entertainment venues, or educational facilities - the Quattro® Performance Series is comfortable in any setting. This affordable seating solution is designed for performance with an eye for beauty and style. And because Quattro Performance Series seats are interchangeable with other Quattro products, they are easy to upgrade or mix and match. You can easily create tiered seating from polymer to plush while maintaining a singular aesthetic style.

Performance Series | Plyform

Blending classic plywood design with advanced Hussey performance and safety, the Quattro® Performance Series Plyform stands up to the rigors of your school environment. The seats and backs are made from 11-ply cross-banded plywood. Flat-sided traditional oval steel stanchions add strength as well as style. Plus, our signature seat back design extends below the seat to keep toes from getting pinched.

All Performance Series chairs are available with optional tablet arm, including our new TR-1 Tablet when equipped with our Traditional steel stanchion. The TR-1's large (110 Sq.In.) tablet stows completely within the chair space, and yet provides more seating space for the user when in use than traditional tablets. It is panic proof operation.

Sports & Entertainment Collection | Fixed Seating Solutions

Fusion Collection

The Fusion seat is the successful result of years of product development and testing. Combining the best features of two prior models – the invincible strength of the Olympiad and comfort of the Medallion – Fusion was born. Designed to stand up to the elements and rigors of a demanding sports and entertainment venue, Fusion seats will last season after season. Plus, the Fusion seat is contoured for ergonomic support to improve the spectator experience. And with contemporary lines and a smooth, polished surface, the seat looks as good as it feels.

Sturdy solid cast aluminum stanchions are rust-proof and remain cool to the touch, even under the hot sun. Ductile cast iron hinge arms and threaded steel metal-to-metal fasteners add durability. For extra comfort and style, the seat features no exposed hardware, and the through bolts on the back are recessed. Choose from a wide range of standard or custom colors to complement your stadium and team colors. For greater flexibility, we offer a complete line of accessories and custom options.

Legend Collection

Ballpark seating gets a new lease on life with the classic Hussey Legend. Designed for comfort, durability and value, the Legend is equally at home in minor-league ballparks and schools as it is in big-league stadiums and arenas. Beyond the ballpark, Legend can be a versatile choice in many different venues, including indoor facilities.

Legend™ features a durable, blow-molded slatted back with a durable polymer seat. Available with padded or upholstered seats. Includes detailed cast iron standards that can be customized for your facility with an integral cast logo. Choose from a wide range of standard or custom colors to complement your stadium and team colors.

Perfect for private and public spaces both inside and out, the Legend's classic design and comfort is the right choice for large and small areas alike. The Martha Wren Briggs Amphitheatre is situated on the banks of Lake Matoaka and is home to concerts, wedding ceremonies and parties. Beyond the ballpark, the Legend can be a versatile choice in many different seating applications.

Quattro ® Xtreme
 Make an impact on your most important revenue-generating guests with luxurious fixed seating with the durability needed for your open-air seating. We will help you create a custom layout that will impress even your most exclusive guests. Stylish and durable, this seat combines the luxury and comfort of an upholstered indoor chair seating, so it is easy to create a first-class suite your venue.

Premium Sport & Entertainment Seating
 Baco Premium
 Olympo Premium
 Scarlet Premium
 SpaceMAX Premium

Portable Seating Solutions
MAXAM1™ | Tip & Roll/Portable Seating Solution
 The next generation in portable bleacher seating is MAXAM 1™. Designed to be the safest and most comfortable portable bleachers available, MAXAM 1™ Portable Bleachers quickly bring the safety, comfort, and durability of large gym bleacher systems to almost any spot on your facility's campus. One person. MAXAM 1™ Portable Bleachers are designed for quick & easy one-person transport and one-person operation. Hussey's legendary attention to detail means MAXAM 1™ was created with your environment in mind, whether fitting through tight doorways and onto elevators or providing the safest portable bleacher system to own and operate.
<https://www.husseyseating.com/tip-and-roll-bleacher/maxam1/>

Metro Logix
 Metro Logix Removable Seating allows theater quality seating in formatted rows for floor applications. The logix system is lightweight, robust, and easy to layout. Also available for Metro chairs this system provides continuity of design and extends your seating applications from tiered telescopic seating to floor seating. Ideal for auditorium seating, arenas and multipurpose facilities, these formatted seating rows eliminate any potential row 'snaking.' After use, the system can be quickly demounted and stored onto lightweight storage trolleys.

Gallery 3 Logix
 Gallery 3 Logix Removable Seating allows theater quality seating in formatted rows for floor applications. The logix system is lightweight, robust, and easy to layout. Also available for Metro chairs this system provides continuity of design and extends your seating applications from tiered telescopic seating to floor seating. Ideal for auditorium seating, arenas and multipurpose facilities, these formatted seating rows eliminate any potential row 'snaking.' After use, the system can be quickly demounted and stored onto lightweight storage trolleys.

Portable Stacking Quattro
 Flexible ADA Capacity On-Demand. Our Stacking Quattro combines the convenience and flexibility of traditional portable stacking chairs with the style and comfort you expect in an upholstered auditorium chair. The Stacking Quattro maintains your room's aesthetic while providing the ability to accommodate ever-changing demand for ADA and companion seating capacity. Stacks four high on our optional transport cart for easy storage.

Accessories |
 Hussey Seating Company also offers a complete line of option and code-compliant accessories for Telescopic/Retractable and Fixed/Portable Seating Solutions.

ETO | Engineer TO Order Product Customization
 Hussey Seating Company also offers product customization/solutions to meet the unique venue/project challenges that surface in Telescopic, Fixed and Portable Seating Integration. These may include players' tunnels, elephant doors, spanner decks, radiused riser mount fixed seating, etc.

11	What levels of service (material only, turnkey, other) are being proposed?	<p>If granted the privilege of another Sourcewell-awarded contract, Hussey Seating Company will continue to offer our successful turn-key solution to the Sourcewell Members/Agencies.</p> <p>Our turn-Key Solution offers a range of benefits to our Sourcewell Members/Agencies seeking a comprehensive and hassle-free approach to their projects or services.</p> <p>Here are some key benefits of choosing a turnkey solution:</p> <ul style="list-style-type: none"> ~ Simplicity and Convenience: With a turnkey solution, our clients have a single point of contact and responsibility for the entire project. This simplifies their experience by eliminating the need to manage multiple contacts and coordinate various aspects. ~ Time Savings: Turnkey solutions are designed to save our clients time by us the vendor handling all project phases, from planning and design to execution and delivery. This lets clients focus on their core business activities without getting bogged down in project management details. ~ Expertise and Specialization: In each project phase, we have specialized expertise. Our clients benefit from the knowledge and experience of professionals well-versed in various aspects of the project, ensuring high-quality outcomes. ~ Reduced Risk: By entrusting the entire project to Hussey Seating as a turnkey provider, clients minimize the risks associated with coordinating multiple vendors and navigating potential communication gaps. Hussey Seating Company, the awarded contract holder, assumes accountability for the project's success. ~ Cost Efficiency: Turnkey solutions optimize processes, reduce inefficiencies, and avoid unexpected expenses from managing various aspects individually. ~ Quality Control: Turnkey providers often have robust quality control measures. We will ensure that each project phase meets established standards and that the final deliverable meets client expectations. ~ Customization: Despite providing a comprehensive solution, Hussey Seating can tailor our approach to meet each specific needs and preferences. This allows for flexibility while maintaining the benefits of a unified solution. ~ Streamlined Communication: Communication is streamlined since members/agencies interact with a single entity [Hussey Exclusive Dealer or Hussey Direct Team]. This reduces miscommunications, misunderstandings, and potential conflicts when coordinating multiple parties. ~ Faster Project Completion: With a dedicated team handling all phases of the project, turnaround times are often faster than managing each component separately. This is particularly beneficial for time-sensitive projects. ~ Accountability: as a turnkey provider, Hussey Seating is accountable for the entire project's success. If any issues arise, members/agencies have a single entity to address, making problem-solving more efficient. ~ Comprehensive Support: Turnkey solutions often include post-project support, ensuring clients receive assistance with post-implementation challenges or adjustments. ~ Peace of Mind: Clients can know that their project is in the hands of Hussey Seating professionals committed to delivering a successful outcome. <p>Overall, a turnkey solution offers an integrated approach that simplifies the client experience, enhances project efficiency, and minimizes the complexities and risks of managing multiple vendors.</p>	*
12	Does the response include installation services?	<p>Yes, our telescopic/retractable, fixed, and portable seating require onsite product installation and assembly service by factory-certified or trained personnel and are included in this proposal.</p> <ul style="list-style-type: none"> ~ Telescopic/Retractable Seating Systems Hussey Seating Factory Certified ~ Fixed Seating Hussey Seating Educated/Trained ~ Portable Seating Hussey Seating Educated/Trained 	*
13	If the answer to Line 12 above is Yes, describe in detail the following elements (Lines 14-16) of installation services.	PER ADDENDUM NO.1 REFERENCE LINES 14-16 BELOW.	

14	How does the Participating Entity select an installer?	<p>The Sourcewell Participating Entity Does Not Select an Installer; our telescopic/retractable, fixed, and portable seating requires onsite product installation and assembly service by factory-certified or educated/trained personnel, which are included in this proposal.</p> <p>Our Exclusive Dealers, Direct Teams, and Hussey Regional Service Teams will leverage their/our in-house Factory-Certified, Educated /Trained installation/assembly teams as included in the proposed pricing.</p> <p>~ Telescopic/Retractable Seating Systems Hussey Seating Factory Certified</p> <p>~ Fixed Seating Hussey Seating Educated/Trained</p> <p>~ Portable Seating Hussey Seating Educated/Trained</p> <p>At Hussey Seating, we take Safety Seriously and live by our Montra "ZERO TODAY" Arrive Safe, Work Safe, Leave Safe. This helps ensure All people are safe and Our Telescopic Seating Systems, Fixed/Portable Seating Solutions are Safe to use and operate when installation is complete.</p> <p>At the same time, we constantly focus on Risk Mitigation and maintenance of our World Class Product Safety Record.</p>
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	<p>Hussey Seating Company has a requirement within our Exclusive Dealer Agreement and developed/executed a formal Hussey University CEU Telescopic Certification Program, which requires all Onsite Lead Installers to hold current certifications to manage the installation team, conduct customer safe operation training, and complete project acceptance/turnover and project warranty registration documentation with the customer for any Hussey Related Telescopic Seating Systems.</p> <p>All Hussey Exclusive Dealers maintain multiple Factory Certified, Educated/Trained Personnel for New, Renovation, and Service Contracts. As well we do the same for our Direct Hussey Teams. All teams are properly licensed and insured for the States where they conduct business by all required laws.</p> <p>At Hussey Seating, we take Safety Seriously and live by our Montra "ZERO TODAY" Arrive Safe, Work Safe, Leave Safe. This helps ensure Our People and Our Telescopic Seating Safety Record and Fixed/Portable Seating Solutions are Safe. At the same time, we constantly focus on Risk Mitigation and maintenance of our World Class Product Safety Record.</p>
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	<p>No, As indicated above, we believe it is in the best interest of Hussey Seating Company, Sourcewell's Members/Agencies, and their guests that our products are installed and assembled by Hussey Factory Certified, Educated and Trained Experts.</p> <p>If we have a customer who pushes for an alternate installation team, we can discuss their requirements of utilizing an alternate Hussey Factory Certified Installer to complete their project if necessary. Our Product Warranty, and Product Liability Insurance, all rely on having products installed, inspected, and serviced by a Factory Certified, Educated/Trained Personnel/installation team.</p>

Table 2B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of products or services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
17	Grandstands, bleachers, angle frame structure, tube and channel structure, I-beam structure, telescopic seating, arena seating, loge seating/suites/club, long span aluminum, bench seating, fixed, portable/tip and roll, fixed or mobile risers, platforms, modular and portable stages;	<input checked="" type="radio"/> Yes <input type="radio"/> No	In Hussey Seating Company's proposal, we are offering the following: Grandstands, bleachers, tube and channel structure, I-beam structure, telescopic seating, arena seating, loge seating/suites/club, bench seating, fixed, portable/tip and roll, fixed or mobile risers, platforms, modular and portable stages.
18	Related event accessories including press boxes, concession stands, ticket booths, media platforms, acoustical shells, stair units, guardrails, skirting, crowd control barriers, bleacher end curtains, access ramps and supports, rigging systems, score keeping tables, seat and row tags, chairs, railings, tables, aisle and/or step lighting, all of which must be incidental or complementary to the offering of the solutions described in Line 17 above;	<input checked="" type="radio"/> Yes <input type="radio"/> No	In Hussey Seating Company's proposal, we are offering the following related event accessories which are incidental or complementary to the offerings of the solutions listed: press boxes, media platforms, stair units, guardrails, skirting, bleacher end curtains, access ramps and supports, score keeping tables, seat and row tags, chairs, railings, tables, aisle and/or step lighting, all of which must be incidental or complementary to the offering of the solutions described in Line 17 above;
19	Related services including pre-construction/design, installation, safety inspections, repair, renovation, refurbishment, assembly, and re-manufacture or retrofit services for the solutions described in Line 17 above; and,	<input checked="" type="radio"/> Yes <input type="radio"/> No	In Hussey Seating Company's proposal, we are offering the following related services: pre-construction/design, installation, safety inspections, repair, renovation, refurbishment, assembly, and re-manufacture or retrofit services and safety evaluations & service contracts.
20	Proposers may also include rental equipment or accessory solutions complementary to the solutions described in Line 17 above.	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

Table 3: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
21	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 4: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
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22	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Hussey Seating Company is proposing a continuation of our percentage discount off our Sourcewell line-item pricelist and additional volume discounts based on project size by product category for consideration and inclusion in our proposal. To improve efficiency and reduce our environmental impact, Hussey Seating will only offer digital pricelists in PDF or Excel format as requested by Sourcewell and their Members/Agencies as required.</p> <p>Our pricelist will include:</p> <p>The product ordering instruction tab restates the proposed inclusion for each product category:</p> <p>Telescopic/Retractable Seating Product Freight Installation/Assembly and Product Line % Discount Fixed Seating Product Freight Installation/Assembly and Product Line % Discount Portable Seating Product Freight Installation/Assembly and Product Line % Discount</p> <p>The product category tabs will provide the following: Volume Discount Pricing based on Product Category and Project Seat Quantity. Detailed Line-Item Descriptions Unit of Measure List Price Discount % Sourcewell Net Price</p> <p>NEW Sourcewell Quote Worksheet Tab: The project Quote Worksheet tab will provide Sourcewell's Members/Agencies & Hussey Seating Company a straightforward way to collaborate and communicate the project configuration, line-item details, and discounted not to exceed ceiling-based Sourcewell pricing. Specific configurations, volumes, and delivery locations may provide a lower price in specific scenarios than our price sheet. If so, additional savings will be passed along to our customers via an additional discount when that is the case. Hussey Seating also provides insight into leasing opportunities via NCL Government Capital within our Quote Work Sheet.</p> <p>Our proposed NEW Hussey Seating Company Sourcewell Pricelist in Excel format is uploaded for review and consideration: File Name: Hussey Seating Company Sourcewell Contract Price List Effective 4DEC2023</p>	*
23	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	<p>Hussey Seating Company's Sourcewell proposal includes installation service in all our product categories, including Telescopic/Retractable Seating Solutions, Fixed Seating Solutions & Portable Seating Solutions.</p> <p>Our Sourcewell list pricing includes detailed line-item options for the following: Non-Union Pricing Delivered & Installed/Assembled and Prevailing Wage/Union Price Delivered & Installed/Assembled</p> <p>Regarding prevailing wage rates, we have completed an analysis and taken a blended approach to simplify the pricing model. We will utilize additional discounts when required to address any specific prevailing wage requirements.</p> <p>All Hussey Exclusive Dealers maintain multiple Factory Certified, Educated/Trained Personnel for New, Renovation, and Service Contracts. As well we do the same for our Direct Hussey Teams. All teams are appropriately licensed and insured for the States where they/we conduct business by all required laws.</p>	
24	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Hussey Seating Company is proposing a continuation of our percentage discount off our successful Sourcewell line-item pricelist and additional volume discounts based on project size by product category for consideration and inclusion in our proposal.</p> <p>Our proposal is submitted with a 40% discount on the Hussey Seating Company Sourcewell Price list for your review and consideration.</p>	*

25	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Hussey Seating Company is proposing a continuation of our volume discount off our successful Sourcewell line-item pricelist by product category for consideration and inclusion in our proposal. Our proposal is submitted with volumes-based discounted line items identified by product category and seating quantities.</p> <p>Telescopic/Retractable Seating Solutions Volume-based Discount Seating Ranges & Line Items</p> <p>0 – 400 seats 400 – 800 seats 800 – 1200 seats 1200 – 1600 seats 1600 – 2000 seats 2000 – 2400 seats 2400 – 3000+ seats</p> <p>Fixed and Portable Seating Solutions Volume-based Discount Seating Ranges & Line Items</p> <p>25 - 149 seats 150 - 249 seats 250 - 749 seats 750+ seats</p>	*
26	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>Hussey Seating Company proposes to supply a specific quote for any sourced, open market, or non-standard product requested by the Sourcewell Member/Agency, which is project specific and that the products or services are considered an incidental product that is secondary to the primary purchase from the price list and within the scope of the RFP 081523 Event Seating and Staging Solutions with Related Accessories and Services</p> <p>Our quote development process will follow the same guidelines and pricing principles leveraged in developing our submitted Sourcewell proposed price list.</p>	*
27	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Hussey Seating Company is proposing a continuation of our percentage discount off our successful Sourcewell line-item pricelist and additional volume discounts based on project size by product category.</p> <p>The Hussey Seating proposed price list all inclusive of Product, Delivery, and Installation/Assembly; there are no elements of the total cost of acquisition that are NOT included.</p>	*
28	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A	*
29	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Hussey Seating Company proposes to supply a specific freight quote for any products shipping to Alaska, Hawaii, or US Territories. As identified above, we will process these delivery destinations like sourced goods, open market, or non-standard products requested by the Sourcewell Member/Agency.</p> <p>Our quote development process will follow the same guidelines and pricing principles leveraged in developing our submitted Sourcewell proposed price list.</p> <p>To help jump start and sell into the Canadian provinces, Hussey Seating will provide all shipments to Canada utilizing our successful Sourcewell line-item price list.</p>	*
30	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Hussey Seating Company's unique distribution and/or delivery methods or options this proposal offers a focus on large-scale [Major Projects] Direct Sales. Hussey Seating understands the need for professional venues to be actively generating revenue to offset new, repair, or renovation investments. Hussey Seating Company can provide delivery and installation/assembly around your Sourcewell Members/Agencies program schedule, minimizing venue downtime and maximizing their uptime and profitability. This type of service is not required on all projects, yet we find our major league and collegiate sports venues value this benefit and unique offering.</p>	*

Table 5: Payment Terms and Financing Options

Line Item	Question	Response *
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31	Describe your payment terms and accepted payment methods.	<p>Hussey Seating Company would like to propose extending the payment terms of our current Sourcewell/Hussey Seating contract to any newly awarded contract.</p> <p>Payment on all Hussey Seating Company's or Exclusive Dealers on behalf of Hussey Seating Company invoices shall be executed by the Sourcewell Member/Agency in U.S. dollars within thirty (30) days of the date of each such invoice.</p> <p>Additionally, Hussey Seating reserves the right to negotiate any additional terms and conditions proposed by the Sourcewell Member/Agency.</p>	*
32	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Hussey Seating Company has promoted leasing and financing using the Awarded Sourcewell Contract Holder of NCL Government Capital Contract #011620-NCL for the past five-plus years. We have built a strong relationship with Chris and Katie of NCL and call upon them as required.</p> <p>We promote and discuss leasing via our Government Link on our home page.</p> <p>NCL Government Capital Flexible Municipal Financing Options For over 20 years, NCL Government Capital has specialized in providing competitive equipment financing programs for municipalities and public education entities across the nation. We offer the only competitively bid financing contract awarded by Sourcewell (formerly NJPA), the largest government purchasing cooperative of its kind in the country. We are here for you from start to finish. When it's time to purchase new equipment, you can expect one-on-one service tailored to your project's specific needs.</p> <p>https://www.husseyseating.com/procurement-contracts also, within this page, we provide a direct link back to NCL Government Capital https://nclgovcap.com/</p> <p>Additionally, we promote leasing via the following: Social Media, Sales Presentations and Collaborative Discussions, Trade Shows & Conferences, Hussey University Dealer & Internal Training, and Integration into our New Sourcewell Quote Worksheet. NCL has also presented the benefit and process of leasing our type of products during our Monthly Hussey Connections Exclusive Dealer Webinar as well they have attended and presented at our National Annual Exclusive Dealer Meeting, Hussey Connect.</p>	*

33	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Hussey Seating Company proposes we continue to provide our successful Sourcewell process of transaction regarding Telescopic/Retractable, Fixed, and Portable Seating Solutions and Services with our Sourcewell Members/Agencies.</p> <p>Our projects/products are “made to order;” each project, and each venue requires a unique solution. The solutions have a unique product configuration and selection of surface material finishes, not represented on standard order forms, due to complexity and configuration rules.</p> <p>We start the transaction with a collaborative discussion between a Hussey Exclusive Dealer or Our Direct Team and the Sourcewell Member/Agency to understand best the customer's desires and needs, we then educate the customer on what is possible, and what are the past, current, and future trends.</p> <p>Once complete this collaborative discussion translates into code-compliant proposal drawings with designer color boards to best communicate the proposed solutions.</p> <p>The proposed product solutions are quoted into our product configurators and provided to our Hussey Exclusive Dealers or Direct Team with an associated Hussey Seating Sourcewell Quote Worksheet.</p> <p>Our Hussey Seating Exclusive Dealers or the Hussey Direct Team provide the Sourcewell Member/Agency a Quote presenting the Sourcewell Contract Pricing and the code-compliant proposal drawings with designer color boards, and the collaborative discussion continues.</p> <p>Typically, the Sourcewell, Member/Agency will sign the PO to start the process and follow up with a formal PO in reference to the Quote with all the proper identification.</p> <p>As indicated prior we are willing to entertain Sourcewell Members/Agencies' specific terms and conditions on project-specific bases.</p> <p>At this time there is still the ability to apply for change orders if required due to field check issues or customers' desire to implement a change, at which time Hussey Seating would issue a change order via our Exclusive Dealer Network or Direct Sales Team based on Sourcewell Contract Pricing.</p> <p>The order continues into submittal which is detailed production drawings for final approval and “made to order” product configuration. The next documentation for the customer will be an invoice for the project upon installation completion and project transfer. During this time the project documentation will include a project sign-off and product/project warranty registration.</p>	*
34	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>Hussey Seating Company Direct Sales do not accept Procurement Cards (P-Cards), or Credit Cards represented by one of the major credit cards (Visa, MasterCard, American Express, and Discover) at the time of purchase.</p> <p>Hussey Exclusive Dealers, which also process Sourcewell orders and project payments on this contract, may accept Procurement Cards (P-Cards) represented by one of the major credit cards (Visa, MasterCard, American Express, and Discover) at the time of purchase. This offering may depend on order size, which may be negotiated between Sourcewell Member/Agency and Participating Hussey Seating Exclusive Dealer.</p>	*

Table 6: Audit and Administrative Fee

Line Item	Question	Response *
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35	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.</p>	<p>Hussey Seating Company proposes we maintain our current Self Audit Process for collecting and reporting Awarded Sourcewell Contract Orders, which is as follows:</p> <ol style="list-style-type: none"> 1. At the time of Our Collaborative Discussion with the Sourcewell Member/Agency, we discuss Sourcewell Contract as an option for the purchase and provide them with their Sourcewell Member Number, historical sales data [Hussey Due Diligence: to show them if they are using the contract] or a link to Hussey Seating or Sourcewell websites to learn more about the opportunity and advantages the Sourcewell Procurement Contract Offers. 2. The Hussey Exclusive Dealer or Direct Project Team will provide the following in our configurator: <ol style="list-style-type: none"> a. Sourcewell Quote Required in System b. Dealer/Direct Quote to Sourcewell Member MUST INCLUDE the following Pricing Based on Sourcewell Awarded Contract #091719-HSCMember Number c. Dealer/Direct MUST PROVIDE Hussey Seating a copy of the Sourcewell Members Purchase Order to the Dealer/Direct. d. Sourcewell Member Purchase Order MUST INCLUDE the following: Pricing Based on Sourcewell Awarded Contract #091719-HSC [NEW CONTRACT NUMBER] & Member Name Sourcewell Member ID Number e. Dealer/ Direct MUST PROVIDE Hussey Seating a copy of the Sourcewell Dealer Quote to the Customer at the time of Order. FINAL WORKSHEET 3. Once we transfer from Quote to Order, all data within the system allows us to measure the Sourcewell Metrics identified in question #36, which translates into our Quarterly Sales Report to Sourcewell. 4. Nick Hildings's documents and completes Hussey Quarterly Sales Reports with proper administration fees. I review and submit Sourcewell Quarterly Sales Report and complete payment disbursement request by Ron Bilodeau. Rene Hokinson submits the payment to Sourcewell in accordance with the Quarterly Sourcewell Sales Report. <p>Nick Hildings, Accountant II Sourcewell Quarterly Reports e. nhildings@husseyseating.com t. +1.207.676.0213</p> <p>Ron Bilodeau Marketing Manager of Product Innovation & Sales EDU e. rbilodeau@husseyseating.com t. +1.207.676.0234</p> <p>Rene Hokinson, Accounts Payable e. rhokinson@husseyseating.com t. +1.207.676.0210</p> <p>Any related questions to the Quarterly Sourcewell Sales Report shall be directed to Ron Bilodeau identified above.</p>
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36	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Hussey Seating Company proposes we maintain our current Sourcewell Awarded Contract internal metrics for our Hussey exclusive Dealers and Direct Project Team.</p> <p>Current Sourcewell Awarded Contract Metrics All Hussey Seating/Sourcewell metrics are reviewed by Order Date [Date Entered] & Wanted Delivery Date [Date Delivered/Invoiced]</p> <p>Quote Activity Date</p> <p>By Hussey Exclusive Dealer & Salesperson Hussey Direct Project Team & Salesperson</p> <p>By State and Province</p> <p>By Sourcewell Member</p> <p>By Vertical</p> <p>Additional Data Includes</p> <p>~ # of Seats # of Projects Internal Sourcewell Quote Price Sourcewell Quote Price</p> <p>Internal Sourcewell Quote vs Hussey Quote Activity Order Activity Date By Hussey Exclusive Dealer & Hussey Direct Project Team By State and Province</p> <p>By Hussey Exclusive Dealer & Sales Person Hussey Direct Project Team & Sales Person</p> <p>By State and Province</p> <p>By Sourcewell Member</p> <p>By Vertical</p> <p>Additional Data Includes</p> <p>~ # of Seats # of Projects Internal Sourcewell Selling Price Sourcewell Selling Price</p> <p>Internal Sourcewell Orders vs Hussey Order Activity</p> <p>We also maintained a monthly cross reference of the above starting in FY 2015 [APR 2014 – MAR 2015]</p> <p>The metrics above allow us to see where we are successful, where we need development, and where additional education with our teams and/or our customers may be beneficial.</p>	*
37	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Hussey Seating Company would like to propose the following options for the Sourcewell administration fee for facilitating, managing, and promoting the Sourcewell Contract if Hussey Seating is awarded another Sourcewell Contract.</p> <p>Option 1:</p> <p>1.5% Administration Fee Sourcewell Quarterly Sales Report \$0.00 - \$1,000,000</p> <p>1.25% Administration Fee Sourcewell Quarterly Sales Report \$1,000,001 - \$5,000,000</p> <p>1% Administration Fee Sourcewell Quarterly Sales Report \$5,000,001+</p> <p>Option 2:</p> <p>1% Administration Fee Sourcewell Quarterly Sales Report \$0.00+ [All Reported Sourcewell Sales]</p> <p>Any related questions to the proposed administration fee shall be directed to Ron Bilodeau.</p>	*

Table 7: Company Information and Financial Strength

Line Item	Question	Response *
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38	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Hussey Seating Company A sixth and seventh-generation family-owned business. Founded in 1835, Hussey Seating Company is a world leader in developing and manufacturing public seating solutions for education gymnasiums and auditoriums, stadiums, arenas, performing arts, places of worship, corporate, judicial, and esports venues. Hussey products are in more than seventy-five countries. They are available from more than 120 representative dealerships worldwide, some of whom have offered the company's products for over 54 years. Hussey manufactures globally and employs approximately 300+ people, primarily located at its North Berwick, Maine Corporate Headquarters. In 2022, company sales were over \$140+ million.</p> <p>Culture, Vision, and Values Hussey Seating Company is in the sixth and seventh generation of family ownership. We are a company built on innovation - William Hussey founded the company when he introduced a fundamental improvement to the horse-drawn plow to help his customers, the local farmers, overcome one of their biggest challenges - the rocky soil here in New England. That core concept - understanding our customer's unique challenges and opportunities and developing solutions to meet them - is the key to our success today. But here is our secret: We're not a manufacturing center. We are an innovation center. Today, we make seats for all audience venues, from high school gymnasiums to world-class stadiums, arenas, and convention centers. We have invested in state-of-the-art manufacturing capabilities at our headquarters in North Berwick, Maine, USA, and at our satellite facilities worldwide. We have telescopic/retractable gym bleachers and platforms, fixed and portable auditorium seating, stadium and arena chairs, and portable seating offerings. We pride ourselves on providing safe, most reliable seating products you can buy that deliver exceptional value to our customers through years of demanding use and performance. Our years of experience collaborating with customers like your Sourcewell Members/Agencies sets us apart. This experience taught us that each venue and customer have unique challenges, opportunities, and needs. With thousands of installations and millions of seats behind us, we know that understanding your needs and finding the solution that delivers the most value to you is still the recipe for success. We are ready to stand behind our product for the long haul. At Hussey Seating, we have been doing that for 188+ years and always will. For years, our tagline has been "Your partner for seating solutions," which sums up our approach well. We do our best work for you when we work collaboratively from design through installation, maintenance, and service over the product's life. A true partnership that realizes your vision, delivers value and creates the best possible guest experience.</p> <p>For almost 200 years, our goals have not changed: We are a family business in it for the long run We operate with honesty and integrity We care about and empower the people we work with</p> <p>Global Reach and Locations Hussey has products on every continent; even a science center in Antarctica features Hussey products and has been selling overseas for over 50 years. For a complete listing history visit: https://www.husseyseating.com/about-us/#history</p>
39	What are your company's expectations in the event of an award?	<p>Hussey's corporate expectations of an awarded Sourcewell Contract: Our overall goal, if awarded, is to continue to grow our ability to offer public agencies and non-profits functional products with the latest designs and highest quality. Our ability to listen and understand the customer's needs and desires will continue to be one of our main goals in the relentless drive to make the Customer's experience with Hussey Seating effortless, easy, and hassle-free. With the continued partnership with Sourcewell, we will continue growing our presence within these our core markets. Sourcewell has consistently demonstrated the importance of support to awarded vendors. By sharing and enhancing the same core values, we can continue to grow our Educational and Government accounts by making them aware of the benefits of Sourcewell and Hussey Seating Company.</p> <ul style="list-style-type: none"> ~ Continue Sourcewell Engagement & Growth with Our Hussey Exclusive Dealer & Direct Sales Teams ~ Continue Internal/External Training regarding Sourcewell Contract Positioning, Value, and Benefit ~ Continue to Position Our Awarded Sourcewell Contract as our Primary Contract for Our Customers

40	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Hussey Seating is financially strong and a fiscally responsible company; in FY23 we achieved two company records, including the most incoming sales and the most customer shipments. Hussey Seating has also attached the following about our financial capabilities: ~ Hussey Seating Company Reference Letter 05.01.23 ~ Surety Letter 05.01.23 ~ Certificate of Insurance To whom it may concern (Aug '23) In addition, our CEO & President; Brian Deveau is also willing to have any follow-up conversations directly with Dr. Chad Coauette, Executive Director & CEO at Sourcewell, once we have a current, fully executed Non-Disclosure Agreement in place. Please note that our financial information would be considered Trade Secret if required and provided.	*
41	What is your US market share for the solutions that you are proposing?	Since Hussey Seating is a privately held, owned, and operated family-owned company, we prefer to keep certain United States market-related information confidential. However, we define our business via the following "Products Categories" and "Core Markets". To be a Hussey Seating Core Market means we must currently maintain a Top position or can attain a Top 3 market share position in a relatively short number of years. Higher Education, K-12, Sports & Entertainment, Places of Worship, and Government markets are all Core Markets. Hussey Seating has an experienced team in place that follows this market share data, to build out specific action plans and we are extremely committed to maintaining and growing those positions. Our industry is comprised of many privately held companies, and market share is difficult to determine compared to many publicly held companies and industries. The following is our best estimate of market share by product line. TELESCOPIC/RETRACTABLE SEATING SOLUTIONS MAXAM 47% MAXAM+ 45% MXP 40% Hussey Seatway 33% FIXED SEATING SOLUTIONS QUATTRO® COLLECTION 33% QUATTRO® TRADITIONAL COLLECTION 33% STADIUM & ARENA SEATING 33% PORTABLE SEATING SOLUTIONS MAXAM 1 95% METRO LOGIX 25% GALLERY 3 LOGIX 30% INSPECTIONS, PARTS, SERVICE & MAINTENANCE PROGRAMS 60%	*
42	What is your Canadian market share for the solutions that you are proposing?	Since Hussey Seating is a privately held, owned, and operated family-owned company, we prefer to keep certain Canadian market-related information confidential. However, we define our business via the following "Products Categories" and "Core Markets". To be a Hussey Seating Core Market means we must currently maintain a Top position or can attain a Top 3 market share position in a relatively short number of years. Higher Education, K-12, Sports & Entertainment, Places of Worship, and Government markets are all Core Markets. Hussey Seating has an experienced team in place that follows this market share data, to build out specific action plans and we are extremely committed to maintaining and growing those positions. Our industry is comprised of many privately held companies, and market share is difficult to determine compared to many publicly held companies and industries. The following is our best estimate of market share by product line. TELESCOPIC/RETRACTABLE SEATING SOLUTIONS MAXAM 50% MAXAM+ 50% MXP 60% Hussey Seatway 40% FIXED SEATING SOLUTIONS QUATTRO® COLLECTION 33% QUATTRO® TRADITIONAL COLLECTION 33% STADIUM & ARENA SEATING 75% PORTABLE SEATING SOLUTIONS MAXAM 1 95% METRO LOGIX ~% GALLERY 3 LOGIX ~% INSPECTIONS, PARTS, SERVICE & MAINTENANCE PROGRAMS 70%	*
43	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Hussey Seating Company has never petitioned for bankruptcy protection.	*

44	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Hussey Seating Company is a manufacturing and service provider of innovative seating solutions, for the life of the products.</p> <p>Hussey Seating Company operates with multiple experienced sales channels depending on the market, product lines, and services offered in the North American [US, Mexico & Canadian] marketplace.</p> <p>Hussey Seating Direct Sales Team Hussey Seating Employees</p> <p>Our direct sales team players are focused on the [IAVM] International Association of Venue Managers members who run the Global Sports and Entertainment facilities from stadiums, arenas, convention centers, fairgrounds, and performing arts facilities. We employ a team of 25 direct people to work with this market segment from concept to reality for the like of the product.</p> <p>Hussey Seating Exclusive Dealer Network Independent Businesses</p> <p>We have dedicated Dealer Sales Managers, employees of Hussey Seating Company who work directly with our independent exclusive dealer network. Our exclusive dealer network has specified territories and provides local expert contact for every community in the North American marketplace.</p> <p>Our exclusive dealer network plays a vital role with our customer base by being part of their local community in their respective time zones/territories. It provides a real-time resource daily for the life cycle management of their projects and products. They are our local experts!</p> <p>Hussey Seating Regional Service Centers Direct & Independent Businesses</p> <p>Hussey Seating Regional Service Centers are direct [New England States] & [IAVM Members identified above] and Exclusive Regional Service Centers.</p> <p>Our Exclusive Regional Service Centers network plays the same important role as the Exclusive Dealers & Direct Sales Teams. We achieved this by being part of their local community, in each of their respective time zones, providing real-time inspections, service, and maintenance of their facilities every day for the life cycle management of their products to help ensure the performance of the systems, patron, and employee safety for the life of the products.</p> <p>Hussey Seating Regional Service Centers provide service on all brand products in the marketplace.</p> <p>Our sales channels can provide Sourcewell Members/Agencies direct access to our awarded contract and will continue to do the same on any future awarded contracts. Our dealer network contact details https://www.husseyseating.com/find-a-dealer/</p>	*
45	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Hussey Seating Company has not been subject to any suspension or disbarment in the past ten years or ever.	*

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *
46	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>2023</p> <p>Hussey Seating Selected as a 2022 Best Place to Work in Maine</p> <p>North Berwick, Maine - Hussey Seating Company, was recently named one of the 2020 Best Places to Work in Maine. The awards program was created in 2006 and is a Society for Human Resource Management - Maine State Council (MESHRM) and Best Companies Group project.</p> <p>"We are excited to earn the designation but find the real value in this survey is to understand our employee's needs better. We have learned a great deal about what we're doing well and where we need to improve," said Rich Hussey, Vice President of Human Resources at Hussey Seating.</p> <p>President and CEO of Hussey Seating, Gary Merrill, continued with, "We will continue to work diligently to improve the Hussey Seating employee experience and plan to improve upon/expand the changes made this year, but for one am glad that the rest of the state can see what see every day; that Hussey Seating is one of the best places to work in Maine."</p> <p>This statewide survey and awards program was designed to identify, recognize and honor Maine's best places of employment to benefit the state's economy, workforce, and businesses. The 2019 Best Places to Work in Maine list is made up of 100 companies in three size categories: small (15-49 U.S. employees), medium (50-249 U.S. employees), and large (250+ U.S. employees).</p> <p>2023</p> <p>The Timothy B. Hussey Leadership Institute Changing Business & Communities for the Better [Sixth Year] https://usm.maine.edu/career-employment-hub/hussey-leadership-institute/</p> <p>The Timothy B. Hussey Leadership Institute celebrates the extraordinary legacy of one of Maine's most esteemed business and community leaders. Tim Hussey's commitment to the principles of servant leadership helped shape the southern Maine community over his two decades as president and CEO of Hussey Seating Company, a 188-year-old family business. Tim demonstrated that leading with humility, integrity, and respect for others not only matters; it can lead to</p>

extraordinary results. Over 40 years, Tim helped Hussey Seating grow and thrive while supporting numerous organizations and causes in his community. He lived his vision of leadership every day.

Honoring Tim Hussey's Legacy

Tim died prematurely in June 2016 after battling a rare form of cancer. He desired that the next generation of business and community leaders have the opportunity to consider the importance - indeed the imperative - of doing well and doing good. He envisioned an institute that would engage, educate and empower Maine leaders to "change the world" by conducting business in a values-driven way and good for the community. In March 2018, the University of Southern Maine Foundation collaborated with the Hussey-Landry family to realize this vision with the highly successful inaugural Timothy B. Hussey Leadership Institute.

The How & Why of Values-Driven Business

Going forward, the Timothy B. Hussey Institute will serve as a convener of business and community leaders in Maine, who will come together annually on USM's Portland campus for a day-long conversation on how to build and maintain a values-driven business. The institute will offer workshops, panel discussion, networking events and keynote addresses by renowned thought leaders.

The Timothy B. Hussey Leadership Institute will engage, educate and empower a new generation of Maine business leaders to change the world by doing well and doing good. <https://usm.maine.edu/foundation/husseyinstitute>

2022

Hussey Seating's Ron Bilodeau received the Sourcewell Pioneer Award
Ron Bilodeau as the recipient of our Sourcewell Pioneer Award at H2O 2022! This award is presented to our awarded suppliers who demonstrate commitment, persistence, and influence to Sourcewell and Cooperative Purchasing efforts. We truly appreciate your leadership!

2021

Hussey Seating Selected as a 2020 Best Place to Work in Maine
North Berwick, Maine - Hussey Seating Company was recently named one of Maine's 2020 Best Places to Work. The awards program was created in 2006 and is a Society for Human Resource Management - Maine State Council (MESHRM) and Best Companies Group project.

"We are excited to earn the designation but find the real value in this survey is to understand our employee's needs better. We have learned a great deal about what we're doing well on and where we need to improve," said Rich Hussey, Director of Human Resources at Hussey Seating.

President and CEO of Hussey Seating, Gary Merrill, continued with, "We will continue to work diligently to improve the Hussey Seating employee experience and plan to improve upon/expand the changes made this year, but for one am glad that the rest of the state can see what we see every day; that Hussey Seating is one of the best places to work in Maine."

This statewide survey and awards program was designed to identify, recognize and honor Maine's best places of employment to benefit the state's economy, workforce, and businesses. The 2020 Best Places to Work in Maine list is made up of 100 companies in three size categories: small (15-49 U.S. employees), medium (50-249 U.S. employees) and large (250+ U.S. employees).

2020

Hussey Seating Selected as a 2019 Best Place to Work in Maine
North Berwick, Maine - Hussey Seating Company, was recently named as one of the 2019 Best Places to Work in Maine. The awards program was created in 2006 and is a Society for Human Resource Management - Maine State Council (MESHRM) and Best Companies Group project.

"We are excited to earn the designation but find the real value in this survey is to understand our employee's needs better. We have learned a great deal about what we're doing well and where we need to improve," said Cindy Talbot, Director of Human Resources at Hussey Seating.

President and CEO of Hussey Seating, Gary Merrill, continued with, "We will continue to work diligently to improve the Hussey Seating employee experience and plan to improve upon/expand the changes made this year, but for one am glad that the rest of the state can see what we see every day; that Hussey Seating is one of the best places to work in Maine."

This statewide survey and awards program was designed to identify, recognize and honor Maine's best places of employment to benefit the state's economy, workforce and businesses. The 2019 Best Places to Work in Maine list is made up of 100 companies in three size categories: small (15-49 U.S. employees), medium (50-249 U.S. employees) and large (250+ U.S. employees).

2018 – 2023

Hussey Seating Continued Participation with the local community Southern Maine Chapter American Red Cross BOD Gary Merrill - Chair
<http://www.redcross.org/me/about-us/leadership>

		<p>2018 – 2023 Hussey Seating Company and Rolling Thunder continue POW/MIA Chair of Honor Program https://www.indeonline.com/news/20190613/pow-mia-chair-to-stay-empty-at-tiger-stadium</p> <p>2018 – 2023 America's Oldest Family Companies - #43 1835 Hussey Corporation Hussey family Seat mfg./North Berwick, Maine Employees: 300+ www.husseyseating.com The family arrived in New England from England in 1632; moved to Maine in the 1770s. The company was founded as a plow manufacturer by William Hussey in 1835. Survived fire 1895; got into seating 1930s. Now makes seats for auditoriums, sports arenas, etc. Sixth/Seventh-generation ownership, privately held. www.cojoweb.com/ref-companies-Am-oldest.html</p>	
47	What percentage of your sales are to the governmental sector in the past three years?	Hussey Seating's percentage of sales in the government sector over the past three years is between 10% and 25%. Hussey Seating's product offerings allow State and Local governments to choose functional and quality products without sacrificing the most current styles and collaborative trends. Hussey Seating experiences sales growth in the Government sector each year.	*
48	What percentage of your sales are to the education sector in the past three years?	Hussey Seating's percentage of sales in the educational sector over the past three years is between 65% and 80%. Hussey Seating proudly innovates unique seating solutions that support vital venue needs, desires, and much more. Supporting the development of world-class learning environments has been – and always will be – at the core of Hussey Seating Company and our Exclusive Dealer & Direct Teams. It's what we do best. Hussey Seating has experienced growth in sales within the educational sector each year. Hussey's education markets are critical to our vertical market strategy. The combined sales are ranked 1 in are markets, year after year.	*
49	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Hussey Seating holds cooperative purchasing agreements with Sourcewell and a State Contract with the State of MS. We have had three States adopt the Sourcewell cooperative [LA, UT, WV] for Hussey Seating as their lead-state contract —annual Sales per GPO and State contracts. Sourcewell is our primary contract and strategy for direct and dealer contract sales. We average \$500,000 - \$1,000,000 on the MS State contract.	*
50	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 9: Top Five Government or Education Customers

Line Item 51. Provide a list of your top five government, education, or non-profit customers (entity name is optional) to whom you have provided equipment, products, or services similar to the solutions sought in this RFP, including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of San Antonio	Government	Texas - TX	13000 Metro Seats on MXP Telescopic/Retractable Seating Platforms	~\$11,000,000	~\$11,000,000	*
City of Worcester	Government	Massachusetts - MA	12000 Chairs, a blend of Metro, Fusion and Quattro on MXP Telescopic/Retractable Platforms	~\$6,400,000	~\$6,400,000	*
Michigan City Area Schools	Education	Indiana - IN	6148 CourtSide Seats on MAXAM Telescopic/Retractable Bleacher Seating	~\$1,721,324	~\$1,721,324	*
City of Glen Allen	Government	Virginia - VA	5166 Metro Chairs on MAXAM+ Telescopic/Retractable Platforms	~\$2,249,500	~\$2,249,500	*
South Dakota State University	Education	South Dakota - SD	Quattro Chairs Fixed and Telescopic on MXP Telescopic/Retractable Platforms	~2,200,000	~2,200,000	*

Table 10: References/Testimonials

Line Item 52. Supply reference information from three customers to whom you have provided equipment, products, or services similar to the solutions sought in this RFP and who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Northwest Mississippi Community College Office of Purchasing	RUTH DUNLAP	(662) 562-3202	*
Leake County School District	Belinda Atkinson	(601) 267-8002	*
Hinds City School District	Dru Anderson	601-968-6534	*

Table 11: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
53	Sales force.	<p>Hussey Seating has broken out the numbers below. National Support and Service:</p> <ul style="list-style-type: none"> - 3 Showrooms – two of which are international - 3 Divisions Hussey Seating, Hussey Advantage & Hussey Seatway - 4 Manufacturing Locations – two of which are international <p>Field Sales Force:</p> <ul style="list-style-type: none"> - 20 Direct Sales Representatives / Sales Engineers / Project Managers - 5 Regional Dealer Sales Managers - Full Exclusive Dealer Coverage in US [50 States] and All Canadian Provinces - 38 Independent US Exclusive Dealer Organizations [130+ Sales Representatives] - 5 Independent Exclusive Dealer Organizations [30+ Sales Representatives] <p>Corporate Support and Service:</p> <ul style="list-style-type: none"> - 5 staff - Market Development Analysts <p>The Market Development area aims to generate thousands of "qualified" project opportunities. These projects must be "new/unique",not already registered in our CRM.</p> <ul style="list-style-type: none"> - 20 staff – DST's [Dealer Support Teams] <p>Hussey Seating has dedicated Dealer Support Teams, which work with pre-defined Exclusive Dealers areas within a specific region to support customers, clients, and sales representatives. This area includes actively marketing and educating Hussey Seating product offerings and innovative design solutions collaborations throughout their designated region.</p> <ul style="list-style-type: none"> - 5 staff – IPS [Internal Project Specialist] <p>When an Exclusive Dealer or Sourcewell Member/Agency customer calls the Hussey Seating customer service department, a Hussey Seating's IPS member is committed to providing customers with the most timely and accurate communication possible within a reasonable response timeframe.</p> <p>IPS Members are assigned to support and handle all aspects of daily project coordination. The primary team contacts are based on expertise.</p> <p>IPS Team Manager provides additional support in coordinating an account's specific need, including the designation of resources and project coordination logistics.</p>	*

54	Service force.	<p>Hussey Seating Regional Service Centers are both direct [New England States [6 Full-Time Employees] & [AVM National Service [6 Full-Time Employees] and Exclusive Regional Service Centers, which are independently family-owned and operated local businesses. As with our exclusive dealer network, we provide full coverage in all 50 states, US Territories, and the Canadian provinces to best support our customer base for our complete product and service portfolio.</p> <p>Our Exclusive Regional Service Centers network plays the same important role in supporting our customer base. We achieve success by being part of their local community support in each of their respective time zones, providing real-time inspections, service, and maintenance of their facilities every day for the life cycle management of their products to help ensure the performance of the systems, patron, and employee safety for the life of the products.</p> <p>Hussey Seating Regional Service Centers provide service on all brand products in our marketplace to help simplify customers' ability to service and maintain their products and get the most out of their investments.</p> <p>"Division of Hussey Seating – Corporate & Regional Service Centers</p> <p>10 Staff - Installation Management Services (Corporate Services): The Corporate Services team comprises customer-focused Project Managers, Installation Supervisors, and Certified Installers. Regionally based service teams are available for quick response. These Team Members are factory-trained certified and specialize in installing, maintaining, and repairing all of Hussey's products.</p> <ul style="list-style-type: none"> - 6 Staff - Regional Managers [5 DSM's + 1 National Service Manager] - 50+ Staff – Installation Supervisors [Direct & Exclusive Regional Service Centers] - 5 Staff - Project Managers Direct - 200+ – Certified Installers throughout the country"
55	Dealer network or other distribution methods.	<p>Hussey Seating Company is organized to manage our Sourcewell Members Agency by their desired method of purchasing. If the member agency selects to purchase directly from a local Hussey Exclusive or Open Line Dealer Representative, we provide the following support to facilitate the desired purchasing process.</p> <p>Hussey Seating has Exclusive Dealers providing local coverage in all North American and US territories. Our dealers are part of the local communities and understand the goals and desires of their customers. Also, by being local, they can best provide guidance, education, and real-time support during and after purchasing a product or service. Our dealers are committed to ensuring every one of their/our customer's facilities is always event-ready when required, that is where local support and service play a role in meeting and exceeding customers' expectations.</p> <p>The Hussey Seating Exclusive Dealer Network provides full coverage in all 50 states, US Territories, and the Canadian provinces to best support our customer base for our complete product and service portfolio.</p> <p>Our exclusive dealers are independent family-owned and operated businesses, and some have been partners with Hussey for over 54 years.</p> <p>Our dealers are supported by our Dealer Sales Managers [5 Full Time Hussey Employees] and Dealer Support Teams [20 Full Time Hussey Employees] which provide continued education on sales and order process, systems and product design guidance, samples, proposal drawings, code interpretations and project management for each project, for the life of the seating systems.</p> <p>See our complete authorized dealer network at the following https://www.husseyseating.com/find-a-dealer</p>

56	Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	<p>The Hussey Seating Company Order Process for Sourcewell Members/Agencies</p> <ol style="list-style-type: none"> 1. Once we have an active Sourcewell Member/Agency lead from; Sourcewell, Hussey Seating Digital marketing, or Hussey Seating Exclusive Dealers or Regional Service Centers, we start the process. 2. We complete some due diligence on the potential customer's knowledge of Sourcewell. Do they have an existing account? What is their Member Number? What has their purchase activity been? Then, we schedule our Design Collaboration Discussion to learn what the customer has needs and desires. These meetings can be face-to-face or via online tools like Zoom or MS Teams to expedite the process and enhance communication/relationship building. We also use this time to share our discovery during the due diligence phase mentioned above. 3. We Listen. We Share. We Educate. We Collaborate on the possibilities vs. the Need/Desire Matrix developed. Once we have a desired direction, the Dealer or Direct teams will work with our internal experts [Dealer Support Teams or Direct Project Development Teams] on the proposal development, including drawings, quotes, and surface materials, as required. 4. We share our innovative seating solutions to meet or exceed their needs and desires. We seek clarity and understanding of the proposed solutions, followed by a contract pricing review and requirements. 5. We also discuss leasing NCL opportunities at this phase of the discussion to provide additional purchasing solutions to help expedite the project delivery timeline and affect their budgets. 6. Once we have agreed upon solutions, our Dealers or Direct Teams validate that we have all the proper documentation on POs regarding Members/Agencies' Request, Member Numbers, and Desire to leverage our Sourcewell Awarded Contracts; this information is required for all quotes and order data processing. The Sourcewell Details are part of our Clean Order Entry Process, measured from External Sales to Internal Sales and Internal Sales to Formal Sourcewell Reporting. If the data does not exist, the project can only be entered into our systems once the data is complete/clean. 7. Once the Order is entered into our systems with a defined wanted/delivery date, we start the formal process of completing submittal drawings for final field check and approval of layout and color selections. This process is completed collaboratively between Hussey Seating Company and the chosen line of Sales [Exclusive Dealer Network, Direct Project Development Team, or Regional Service Centers.] If the project is of large scope, Hussey Seating Company will assign a Project Manager and Direct Team to Manage the process through completion; if it is small to mid-size in scope, our Exclusive Dealers will Manage Accordingly with their Project Managers and local teams. 8. Once the project is ready for shipment Hussey Seating and the chosen sales channel manage the shipping to the project site, coordination, and completion of the installation /assembly of the products to ensure a complete and safe installation of the seating solutions. 9. Once the installation is complete, the Chosen sales channel will complete onsite training with the installation lead and the Sourcewell Member/Agency during the project's close-out and transfer of ownership. The Certified Installation Lead will also complete the project registration to activate the warranty during this time. 10. The chosen sales channel will maintain a relationship with the Sourcewell Member/Agency to actively manage the required annual ICC 300 code-mandated inspection of telescopic/retractable seating and regular scheduled inspection, maintenance, and service to enhance the product life cycle and return on investment for the local community.
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57	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	<p>The Hussey Seating Company Relationships with Our Hussey Exclusive Dealers and Regional Service Centers is a modified, good old fashion handshake in the modern world.</p> <p>Our philosophy is simple; we look to align with the best independent dealers who desire to be Exclusive Dealers for Hussey Seating in Exclusive Markets/Territories in the industry and markets we serve while providing world-class customer service and support.</p> <p>We have Exclusive Dealerships that have been partners with Hussey Seating Company for over 55 years and counting. Being a dealer with Hussey Seating Company requires commitment and desire to be the best for our customers. We require our dealers to complete Hussey University and continue their education year after year to be successful leaders in our market segments.</p> <p>Our relationships with our Exclusive Dealers extend into our Certified Installation Teams and Regional Service Centers so we can best educate and service our customers and provide an innovative seating solution that will perform over the life of the product safely.</p>
58	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>As stated above in Question #56.</p> <p>9. Once the installation is complete, the Chosen sales channel will complete onsite training with the installation lead and the Sourcewell Member/Agency during the project's close-out and transfer of ownership. The Certified Installation Lead will also complete the project registration to activate the warranty.</p> <p>10. The chosen sales channel will maintain a relationship with the Sourcewell Member/Agency to actively manage the required annual ICC 300 code-mandated inspection of telescopic/retractable seating and regular scheduled inspection, maintenance, and service to enhance the product life cycle and return on investment for the local community.</p> <p>Our customer goal is simple, and we want our customers to be Event Ready, On Time, Every Time.</p> <p>This is where our local Exclusive Dealer Network and Regional Service Centers bring the customer a high level of value. We can respond when required by being part of the community and having Certified Installation Teams on the Road. If you are prepping for a weekend tourney and need last-minute assistance to overcome an issue, you place a call or send an email or text; we will have a team there to make you Event Ready, On Time, Every Time, or work with you via phone or video conferencing to achieve a successful event.</p> <p>We are looking to create a customer for life, and we do this through partnerships with our dealers, regional service centers, and our customers.</p>
59	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Hussey Seating Company will continue fully serving all geographical areas of the United States with a newly Awarded Sourcewell Contract, as we currently successfully offer under today's existing contract, with year-after-year continued growth.
60	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Hussey Seating Company will continue fully serving all geographical areas of Canada via a newly Awarded Sourcewell Contract and working Partnership with Canoe as we currently offer and educate our potential customers on what is possible with procurement contracts.
61	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Hussey Seating Company will continue to fully service all member/agency sectors (i.e., government, education, nonprofit) of the United States and Canada via a Sourcewell contract as we currently offer under today's existing contract.
62	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A
63	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A
64	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>As outlines in question #29,</p> <p>Hussey Seating Company proposes to supply a specific freight quote for any products shipping to Alaska, Hawaii, or US Territories. As identified above, we will process these delivery destinations like sourced goods, open market, or non-standard products requested by the Sourcewell Member/Agency.</p> <p>Our quote development process will follow the same guidelines and pricing principles leveraged in developing our submitted Sourcewell proposed price list.</p> <p>No other restriction or requirements would apply.</p>

Table 12: Marketing Plan

Line Item	Question	Response *
65	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Hussey Seating would continue to proceed with our successful marketing of Our Sourcewell Contract</p> <p>We will continue to market Sourcewell as a primary National contract source to purchase Hussey Seating and products and services.</p> <p>We have been focused on the following to build our current contract successes and plan on the following enhancements to help grow additional contract sales.</p> <p>Current Strategy</p> <p>Marketing Awarded Sourcewell Contract</p> <ul style="list-style-type: none"> ~ Sourcewell Awarded Contract on I https://www.husseyseating.com/ ~ Sourcewell Awarded Contract Positioning on I https://www.husseyseating.com/procurement-contracts ~ Added promotion of NCL Leasing alongside Sourcewell on I https://www.husseyseating.com/procurement-contracts ~ Email signatures with Sourcewell Logo on all communications ~ Trade Show & Conference Banners and Advertisements ~ Sourcewell Brochure Labels & Digital Branding ~ Sourcewell Education I Produce and execute Hussey University Spring, Fall, and Winter Semesters at Corporate Headquarters with integrated Sourcewell Training for Dealers and Internal Sales Teams ~ Sourcewell Education I Hussey Connections or Hussey DirectConnect Annual Dealer Meetings I with integrated Sourcewell Training for Dealers and Dealer Principles ~ Sourcewell Education I Leverage two created Sourcewell Presentations for HusseyConnection Webinar Series and Hussey University EDU programs ~ Promote every Sourcewell Training opportunity shared with the Sourcewell team for Exclusive Dealer Network and Regional Service Centers participation ~ Attend Annual Sourcewell Vendor Meeting for Networking and Education of Procurement Contract Best Practices ~ Provide Sourcewell Pricing on Projects requested by Dealers or Direct Customers ~ Provide Sourcewell Pricing on All Potential Sourcewell Members/Agencies working with our teams ~ Use Sourcewell Reporting Capabilities on an need basis to help position potential opportunities ~ Position training via our internal enews monthly new letter and Hussey Connections Webinar Series I Dealer and Internal Employees ~ Positioning of Leasing Capabilities on Sourcewell Members/Agencies Quotes <p>Enhanced Marketing Strategy</p> <ul style="list-style-type: none"> ~ Continue with items listed above and add the following enhancements ~ Leverage historical Sourcewell Sales Successes by State and Member Agencies with a structured systematical approach to provide more consumer insight on the possibilities to purchase our portfolio of products via the Sourcewell Contract. ~ Educate the dealer network and internal sales teams on proactive positioning of past contract successes ~ Enhance website Sourcewell visibility via our Find a Dealer Widget "Earlier Introduction to Our Primary Procurement Contract Option." ~ Request and Provide MORE Sourcewell Banners, Flags & Brochure Labels for Exclusive Hussey Dealer Network use at Trade Shows and Conferences ~ Investigate the opportunity to join Sourcewell Vendor Advisory Team / Committee ~ Work with dealer network on the integration of Awarded Sourcewell contract via the branding on each of their corporate websites and direct link back to https://www.sourcewell-mn.gov/ ~ Implement a new pricing process where any project with potential procurement purchasing capabilities is quoted as a Sourcewell contract price to keep opportunity in front of the exclusive dealer network on every project. ~ Provide budget pricing process for exclusive dealer network, which includes Sourcewell pricing at the start of the process. ~ Proactively Position Leasing Capabilities from https://www.sourcewell-mn.gov/cooperative-purchasing/011620-NCL ~ Monitor, Measure and Continue to Educate Hussey Exclusive Dealer on Sourcewell Successes and Best Practices vs Lower Performing Dealers and Territories
66	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We leverage all social channels and our website to generate, collect and target sales opportunities via our current Awarded Sourcewell Procurement Contract. We are continuing to grow our digital presence and have two direct Marketing Team Members focused on increase performance, reach and relationship building via the following:</p> <p>X, Facebook, YouTube, Instagram, Threads, TikTok, LinkedIn and our digital presence on our website and the common channels of our entire Exclusive Dealer Network.</p> <p>We flow our digital contacts and connections directly into our CRM for dealer distribution or direct follow up from our Team in north Berwick.</p>

67	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>At Hussey Seating Company we see Sourcewell's role as continuing to market and educate the public on the advantage or procurement contracts with "Best Value" products vs. "Low Bid" products; this is an opportunity in the marketplace and is one of the biggest differentiated with state contracts and Advantages with Sourcewell.</p> <p>I want to continue and see Sourcewell leverage industry relationships with partners like AASA, CANOE and other procurement cooperatives as a potential new vehicle for additional customer reach.</p> <p>Sourcewell should continue to educate its vendors and advisory committee on current trends and direction of procurements "Best Practices."</p> <p>I would like to see more communications and real-time insights/forum with vendors throughout the year</p> <p>Sourcewell marketing tools and reporting capabilities are powerful tools for its vendors and members alike.</p> <p>There is an opportunity to better educate the vendors within the Sourcewell family of contracts regarding Contract Adoption, Piggy Backing, etc.</p> <p>There would also be great value in more Sourcewell Case Studies from an Agency Member's and vendors' viewpoints.</p> <p>It would be interesting to see Sourcewell produce a monthly podcast or stream with topics from the CPO's, What's Important. What's Not.</p>	*
68	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Due to the nature of our custom configuration/turn-key products offered by Hussey Seating Company, they are not made available through e-procurement channels. There may be a future opportunity to secure segments of our pre-configured code-compliant product line via this method or as our product configurators advance with technology in the coming years.</p> <p>To date, Sourcewell Members/Agencies need more touch points for collaboration and education than this method provides for our type of innovative seating solution.</p> <p>Currently, we are listed on Buy Sourcewell as a landing page. Yet, we are leaning toward the future, with internal discussions and thought leadership on what is and will be possible in e-procurement with our innovative seating solutions and unique configurations on every project.</p>	*

Table 13: Value-Added Attributes

Line Item	Question	Response *
69	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>At Hussey Seating Company safe operation and performance of our seating systems are a primary focus for every facility we provide seating and or inspection, service, and maintenance programs.</p> <p>Upon completion of the scoped work, we will conduct onsite training for the facility staff, owner, and all key stakeholders. This training covers proper operational procedures, safety precautions, and processes to follow during the set and strike of seating solutions. This training also identifies adequate inspection and maintenance protocol based on current building code requirements.</p> <p>This training is offered as a standard feature at no additional charge to the customer. We also provide an Owners and Operation Manual and a complete video library of proper operation videos for future staff training and education.</p> <p>The lead installer or project manager will complete this training at the turnover meeting or scheduled training event.</p>

70	Describe any technological advances that your proposed products or services offer.	<p>At Hussey Seating Company, our telescopic seating systems provide the following technological advances in the marketplace:</p> <ol style="list-style-type: none"> 1. Low Voltage Power - This system eliminates the potential of a line voltage electrical shock to the operator when operating with damaged pendant control or Venue Guests when using the seating systems. The system is designed on 24 volts. 2. Wireless Controller - Wireless controller has an RFID tag, and the seating system has an RFID reader to activate the wireless controller. Making the system safe and convenient for ease of operation. 3. Flex-Row Locking Systems - Flex-Rows accommodate ADA seating areas for patrons in wheelchairs and their companions. The flexible seating solutions are quick and easy to operate, allowing the seating configuration to lock in the open or closed positions. The feature allows for a quick set and strike of the seating system. 4. Sure-Step - This is a hinged front step with integral wheels. The hinged solution provides easy operation for the facility staff to minimize the potential for trip and fall accidents. Also, if the facility has ample floor space, the front steps can remain in the down or use position while the seating system is operated, reducing set-p and strike labor. 5. Auto-Rotating Aisle Rails - This simple integrated technological advance is the most important as it ensures the center aisle handrail is always centered and in the proper position when the system is in use, helping with spectator safety and reducing the chance of trip and fall incidents. 6. NEW Dimmable Aisle Light Solutions, Full Stair Width on Leading Edge of Telescopic Nose <p>At Hussey Seating Company, our fixed seating systems provide the following technological advances in the marketplace:</p> <ol style="list-style-type: none"> 1. NEW Integration of USB Type A and Type C Power Ports for device charging. 2. NEW Dimmable Aisle Light Solutions
71	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Using recycled materials is the most significant "green" impact on our products. The bulk of our products are comprised of steel, cast aluminum, polymer, and wood.</p> <p>Steel 33% recycled content. Aluminum has 75% recycled content. Polymer is 8% max recycled content. Wood "FSC Certified when specified, and 100% "Non-Controlled or Endangered" Species</p> <p>100% of materials used in our products are recyclable at the time of product deconstruction.</p> <p>We have converted to low-energy LED Lighting, Energy Efficient Motors on our presses, and Air Systems in our manufacturing facilities.</p> <p>Our long-term goal is "Zero Landfill", we recycle 100% of our minimal manufacturing waste, which includes steel tube drops, sheet steel drops, polymer seconds, and wood pallets are reconstructed to extend their life in the logistics channel.</p> <p>Throughout our office and production facilities, we practice paper, cardboard and aluminum can recycling to reduce our footprint in landfills. This can also be seen in our use of hand dryers and water dispensers in our restrooms and break areas.</p> <p>Another step we have taken for many years is using powder-based paint versus wet paint to coat our aluminum and steel products. This application dramatically reduces the amount of VOC's released in the atmosphere, creating a healthier environment for our team members and the surrounding community.</p> <p>We have also recently signed on to harness solar power to help power our facilities along with natural gas.</p> <p>100% of our remaining solid waste is transferred to a waste to energy plant locally to assist in powering a local University in New Hampshire</p>

72	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others (e.g., Low VOC emissions, minimal acoustical impact, allergen repellent materials, light reflectant).	At Hussey Seating Company, our products help promote health and quality of life by leveraging low-emitted materials to minimize the effect on indoor air quality with a focus on the education environment. The main focus is low VOC using Powder Coat finished and Adhesives with Non-Added Urea-formaldehyde.
73	Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Hussey Seating Company is the only North American seating supplier who offers telescopic/retractable and fixed seating products which comply with FSC Forest Stewardship Certification. https://search.fsc.org/en/certificate/a0240000007RRp0AAG/ This is currently the third-party certification we hold for our products.
74	Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.	<p>Hussey Seating Company does not meet the Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran-owned business certifications yet we have the following dealerships and installation companies in our partnerships in compliance.</p> <p>Exclusive Hussey Dealership T.J. Distributors State VA Status SWaM (Small, Women-owned, and Minority-owned Business) Certified 653623</p> <p>Exclusive Hussey Dealership T.J. Distributors State MD Status SBR (Small Business Reserve) Certified SB12-7859</p> <p>Exclusive Hussey Dealership C.M. Eichenlaub State PA Status WBE (Women's Business Enterprise) Certified WBE 1801415</p> <p>Exclusive Hussey Dealership C.M. Eichenlaub State PA Status WBE (Women's Business Enterprise) Certified WBE 1801415</p> <p>Exclusive Hussey Dealership School & Office Products of Arkansas State AR Status Veteran's Owned Business U.S. Navy Corpsman 1967 – 1971</p> <p>Exclusive Hussey Dealership School & Office Products of Oklahoma State OK Status Veteran's Owned Business U.S. Navy Corpsman 1967 - 1971</p> <p>Exclusive Hussey Dealership Nickerson Corporation NC State NY Status WBE (Women's Business Enterprise) Certified 55916</p> <p>Exclusive Hussey Dealership Nickerson New Jersey NC State NJ Status SBE (Small Business Enterprise) Certified A0070-16</p> <p>Exclusive Hussey Dealership Southeastern Surfaces and Equipment State FL Status WBE (Women's Business Enterprise) Certified 2023</p> <p>Certified Installer Harriott Contracting LLC State MD Status MBE (Minority Business Enterprise) Certified 08-114</p>

75	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Hussey's Seatings unique attributes are based upon our long, proud 188-year history of the company. We are in business for the long haul [which means we are looking to transfer the company to the 7th generation] and must treat our customers as they deserve. That means we are in the business of building long-term relationships and creating customers for life. We do this by collaboratively working with our customers, educating them on their options, and exceeding their expectations with product features, project management, installation professionalism, product aesthetics, performance, and value and Service.</p> <p>Then we back it with the best product warranties in our industry. We are providing our customers and Sourcewell Members/Agencies a sound peace of mind, simplifying the purchasing process, so they can enhance their venues and guest experiences.</p> <p>Another unique attribute of Hussey Seating Company is the longevity of our employees/team members and the experience we bring to the marketplace. 24% of our team has been in the innovative seating solutions business for 25 – 44 years, along with the rest of the team, which calculates into thousands of years of experience in our chosen markets, providing innovative seating solutions.</p> <p>Hussey Seating also has over 40 licensed engineers on our team, ensuring our products are designed to the highest standards in the industry.</p> <p>To help support this, we have completed ICC-300 Evaluations Service Report, independently validating that our Telescopic/Retractable Seating product meets or exceeds the stated structural requirements. Currently, Hussey Seating is the only company that can make this claim. The report can be located here, as well as in the upload section of this RFP https://icc-es.org/report-listing/esr-5033/</p> <p>Hussey Seating has also completed EN 1090 standard European Norm 1090 Certification (EN 1090 Certification) EN 1090 is a set of harmonized European standards regulating the fabrication and assembly of steel and aluminum structures. Effective as of July 2014, EN 1090 replaces various national regulations such as DIN 18800-7 and DIN V 4113-3 in Germany. There are three sections within EN 1090: EN 1090-1: Requirements for conformity assessment for structural components (CE marking) EN 1090-2: Technical requirements for the execution of steel structures EN 1090-3: Technical requirements for the execution of aluminum structures. Since July 2014 all manufacturers must be certified to EN 1090 by an accredited body – also known as a notified body – and only structural steel and aluminum components with the corresponding CE marking may be sold in or supplied into Europe. Hussey Seating products have met the standards set forth by the European Norm standards for 1090. The certificate can be located in the upload section of this RFP</p> <p>Hussey Seating has also completed AWS and CWB certification for our manufacturing facilities and robotic and manual welders to ensure the safe manufacturing of our seating systems. The certificate can be located in the upload section of this RFP</p>
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Table 14: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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76	Do your warranties cover all products, parts, and labor?	<p>Yes, at Hussey Seating Company we have standard product warranties which exceed industry standards as well as offer one-year product warranties to meet any project specifications which may be in the project specification by other suppliers.</p> <p>Excerpt from our Telescopic Limited Commercial Product Warranty Standard Telescopic Equipment</p> <p>Hussey Seating Company provides the following limited warranty to the owner of the facility in which Hussey Seating Products were purchased and installed.</p> <p>The warranty period begins on the date of installation completion, continues for the applicable time period set forth below, and is strictly governed by and subject to the terms and conditions set forth below.</p> <p>WARRANTY:</p> <p>In the event there is a defect in the material, in the installation (in the event installation is completed by Hussey Seating), and/or in the workmanship of the Hussey Seating Product (or component part thereof) which causes failure of the product within the applicable time period and provided notification of this defect is given to Hussey Seating in writing at the address set forth below prior to the expiration of the applicable time period; Hussey Seating, in its sole discretion, will either repair or replace the defective product (or defective component part thereof) with a comparable product (or component part thereof), or will provide a refund of the purchase price of the defective product (or defective component part thereof) prorated over the warranty period. In the event of repair or replacement, the warranty includes labor, materials, and freight for the first five years of the warranty and materials and freight only thereafter. All other costs are excluded. The fulfillment of the warranty (including investigation, timing of response, labor, and manner of shipment) is under the exclusive and unfettered control and discretion of Hussey Seating.</p> <p>All Standard Product warranties can be located at this location and on the product file uploaded with this proposal https://www.husseyseating.com/warranties/</p>	*
77	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Yes, here are the standard exclusions to the warranty.</p> <p>EXCLUSIONS AND CONDITIONS:</p> <p>This warranty excludes and does not apply to:</p> <ul style="list-style-type: none"> ~ Normal wear and tear, abuse, neglect, vandalism, or misuse of Product all as determined by Hussey Seating in its sole discretion. ~ Casualty loss or other Acts of God. ~ Product altered or modified by the user. ~ User attached accessories. ~ Consumable Products; light bulbs, lamps, ballasts, etc.. ~ Products not installed by Hussey Seating Approved Installers. ~ Applied Graphic Solutions. ~ Products not properly maintained in accordance with Hussey Seating Operating & Maintenance Procedures & Inspections. ~ Nonstandard material and color finishes whether purchased by the customer or Hussey Seating Company. ~ Natural variations occurring in wood and / or color fastness and / or variations in matching of colors, grains or textures of materials shall not be considered defects. ~ Polymer Colors will not fade greater than 5 Delta-E units measured within CIE L*a*b color space. Powder Coat finish will not fade greater than 5 Delta-E units measured by Hunter L*a*b Color difference per ASTM D2244. 	*
78	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, Hussey Seating at its option will either repair or replace the defective product with a comparable component or product. Hussey Seating reserves the right to determine labor method used during replacement of product	*
79	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Hussey Seating can provide a certified /trained installer to perform warranty work in any geographical location. Each Sourcewell Member/Agency will be provided detailed information as to how to contact Hussey Seating Company or one of our Hussey Exclusive Dealers or Regional Service Centers	*
80	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, we will cover warranty service for items made by other manufacturers that are part of our proposal. Our product warranty covers any products delivered and installed by Hussey Seating Company. This way of conducting business/standing behind your product is what we have done for 188 years and many to come.	*

81	What are your proposed exchange and return programs and policies?	<p>With Hussey Seating Company, once the product is installed, and the turn over meeting has occurred, we do not see product returns.</p> <p>As indicated in a previous answer, we are in business creating customers for life, and we do this by treating them right. If there is ever a discussion regarding a return, we work with the customer via our proper sales channel and our Dealer Support Team, and we make it right. That is part of our DNA of the Hussey Company and Family Values.</p> <p>We have never had a product returned in my 37 years with the company.</p>	*
82	Describe any service contract options for the items included in your proposal.	<p>Hussey Seating Company provides a complete after-market service solution with our Exclusive Hussey Dealers, Regional Service Centers, and Hussey Direct National Service Team. We will provide the following:</p> <ul style="list-style-type: none"> ~ Venue Assessments ~ Code Mandated Annual Inspections ~ General Maintenance, Service, and Repair Program ~ Multi-Year Inspection and Service Programs <p>The Service programs are highly focused on Telescopic/Retractable Seating Solutions to ensure the safety of the guest and venue employees and help minimize risk to the venue owner and insurance company.</p> <p>Code requires Annual Service and should be noticed by any Sourcewell member/Agency.</p>	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 83. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
N/A	<input checked="" type="radio"/> Yes <input type="radio"/> No

Documents**Ensure your submission document(s) conforms to the following:**

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - HUSSEY SEATING COMPANY PROPOSED SOURCEWELL CONTRACT PRICING - CONTRACT NUMBER XXXXXX-hsc EFFECTIVE DATE 4.DEC.2023.xls - Tuesday August 15, 2023 06:39:47
 - [Financial Strength and Stability](#) - HUSSEY SEATING FINANCIAL STRENGTH AND STABILITY.pdf - Tuesday August 15, 2023 06:43:53
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - HUSSEY SEATING WARRANTIES.pdf - Tuesday August 15, 2023 06:44:48
 - Standard Transaction Document Samples (optional)
 - Requested Exceptions (optional)
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ron Bilodeau, Marketing Manager; Product Innovation & Sales EDU, Hussey Seating Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Event_Seating_RFP_081523 Mon July 17 2023 02:16 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT #081523-HSC**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Hussey Seating Corporation** (Supplier).

Sourcewell awarded a contract to Supplier to provide Event Seating and Staging Solutions with Related Accessories and Services to Sourcewell and its Participating Entities, effective October 5, 2023, through October 6, 2027 (Contract).

Supplier has updated its Administrative Fee terms, found in Line Item 37 under "Table 6: Audit and Administrative Fee." The current language is deleted in its entirety and replaced with the following:

Supplier shall pay Administrative Fees to Sourcewell in accordance with the following:

- 1.5% Administrative Fee on annual sales \$0.00 - \$30,000,000
- 1.25% Administrative Fee on annual sales \$30,000,001 - \$100,000,000
- 1% Administrative Fee on annual sales \$100,000,001 and over

Except as amended above, the Original Agreement remains in full force and effect.

Sourcewell
Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

10/18/2023 | 10:54 PM CDT
Date: _____

Hussey Seating Corporation
Signed by:

By: 55B46CC3EC0D4E1...
Brian Deveau
CEO & President

10/19/2023 | 4:53 AM CDT
Date: _____

Approved:
Signed by:

By: 48BAF71B0894454...
Chad Coauette, Executive Director/CEO

10/19/2023 | 7:18 AM CDT
Date: _____

ASSIGNMENT AGREEMENT

This Assignment Agreement is by and among **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479; **Hussey Seating Corporation** ("Hussey Corporation"); and **Hussey Seating Company** ("Hussey Company").

Sourcewell awarded a contract to Hussey Corporation to provide Event Seating and Staging Solutions with Related Accessories and Services to Sourcewell and its Participating Entities, effective October 5, 2023, through October 6, 2027 (Contract).

Hussey Corporation has requested to assign the Contract to Hussey Company.

The assignment provision of the Contract requires written consent of Sourcewell.

Assignment

- 1. This Assignment Agreement will become effective as of the date of the last signature below.
- 2. Hussey Corporation wishes to assign to Hussey Company all of Hussey Corporation's rights, responsibilities, and other provisions set forth in the Contracts, Sourcewell Contract Number **081523-HSC**.
- 3. Hussey Company has obtained a copy of the Contract from Hussey Corporation and certifies it will comply with the terms of the Contract as executed by Hussey Corporation and Sourcewell. The parties agree this assignment is unconditional and without recourse.
- 4. Hussey Corporation and Hussey Company jointly and severally represent and warrant to Sourcewell that:
 - a. Hussey Corporation is not in default of any of its obligations under the Contract;
 - b. Hussey Company is ready, willing, and able to perform all of the obligations and responsibilities of the Contract;
 - c. Hussey Corporation and Hussey Company request consent from Sourcewell to this Assignment; and
 - d. Hussey Company accepts assignment of the provisions of the Contract.
- 5. In consideration for the above, Sourcewell consents to the assignment.

Hussey Seating Corporation

Signed by:
By: Brian Deveau
55B46CC3EC0D4E1...
Brian Deveau, President

Date: 10/8/2024 | 10:27 AM CDT

Hussey Seating Company

Signed by:
By: Brian Deveau
55B46CC3EC0D4E1...
Brian Deveau, President

Date: 10/8/2024 | 10:27 AM CDT

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations and Procurement/CPO

Date: 10/8/2024 | 11:04 AM CDT



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0317

Agenda Item #: 10f.

Submitted By: Todd Swanson

Presentation By: Todd Swanson

Department: Human Resources and Risk Management

FORMAL TITLE:

First Amendment to renew the Agreement for Property and Casualty Insurance Broker Services between the City of Ocala and Risk Management Associates, Inc., for an additional three-year period with compensation not to exceed \$235,500

OCALA'S RELEVANT STRATEGIC GOALS:

Fiscally Sustainable and Operational Excellence

PROOF OF PUBLICATION:

N/A

BACKGROUND:

On October 3, 2022, the City of Ocala entered into an Agreement for Property and Casualty Insurance Broker Services with Risk Management Associates, Inc., for an initial term of three years effective January 1, 2023, through December 31, 2025. The Agreement provides for one optional three-year renewal.

The First Amendment renews the Agreement for the available three-year renewal term beginning January 1, 2026, and ending December 31, 2028. Under the renewal, total compensation will not exceed \$235,500, paid in equal quarterly installments of \$19,625. This renewal aligns the contract with current invoice pricing and supports continuity of insurance brokerage services for property, casualty, and related risk programs.

FINDINGS AND CONCLUSIONS:

Risk Management Associates, Inc. provides brokerage and advisory services for the City's property and casualty insurance portfolio, including market placement, renewals, and ongoing support for claims and coverage analysis. Renewing the agreement preserves continuity. Staff recommends approval.

FISCAL IMPACT:

The contract value for the renewal term is \$235,500 (January 1, 2026, through December 31, 2028). Funding is included in the Risk Management operating budget in account 626-099-999-590-81-45010.

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

FIRST AMENDMENT TO AGREEMENT FOR PROPERTY AND CASUALTY BROKER SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR PROPERTY AND CASUALTY BROKER SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **RISK MANAGEMENT ASSOCIATES, INC.**, a for-profit corporation duly organized and authorized in the state of Florida (EIN: 59-2445801) ("Broker").

WHEREAS, on October 3, 2022, City and Broker entered into an Agreement for Property and Casualty Broker Services (the "Original Agreement"), City of Ocala Contract No.: RSK/220392, for a term of three years from January 1, 2023, through December 31, 2025; and

WHEREAS, City and Broker now desire to renew the Original Agreement for the sole three-year renewal period 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 Broker agree as follows:

1. **RECITALS.** City and Broker 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, as amended, between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except, for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional three (3) year term beginning on **JANUARY 1, 2026**, and terminating **DECEMBER 31, 2028**.
4. **COMPENSATION.** City shall pay Broker a price not to exceed **TWO HUNDRED THIRTY-FIVE THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$235,500)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of services in accordance with the Contract Documents. **The Contract Sum shall be payable to Broker in equal quarterly installments of NINETEEN THOUSAND, SIX HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$19,625).** The pricing under this Agreement may 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 Broker:

Risk Management Associates, Inc.
 Attention: Matt Montgomery
 300 North Beach Street
 Daytona Beach, Florida 32114
 Phone: 386-239-7245
 E-mail: matt.montgomery@bbrown.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).** Broker, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

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

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

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

By: _____
(Printed Name)

City Council President

Approved as to form and legality:

RISK MANAGEMENT ASSOCIATES, INC.

By: _____
(Printed Name)

By: _____
(Printed Name)

Title: _____
(Title)

Title: _____
(Title)

INVOICE



Mail payment to:
Risk Management Associates, Inc.
P.O. Box 745959
Atlanta, GA 30374-5959

Overnight payment to:
Risk Management Associates, Inc.
Lockbox 745959
6000 Feldwood Road
College Park, GA 30349

Customer	Ocala, City of
Acct #	602688
Date	09/02/2025
Customer Service	(386)252-6176
Page	1 of 1

**Ocala, City of
City of Ocala
110 SE Watula Ave., 3rd Floor
Ocala, FL 34471**

Payment Information	
Invoice Summary	\$ 19,625.00
Payment Amount	
Payment for:	Invoice#21864089
RSK/220392	

Thank You

Please detach and return with payment



Customer: Ocala, City of

Invoice	Effective	Transaction	Description	Amount
21864089	10/01/2025	Installment	Service Agreement #RSK/220392 01/01/2025-01/01/2026 Fee in Lieu of Commission - Renew Service Agreement	19,625.00
				Total
				\$ 19,625.00

Thank You

Please Remit Payment Upon Receipt

Risk Management Associates, Inc.

P. O. Box 2416
Daytona Beach, FL 32115

(386)252-6176

Date

09/02/2025

AGREEMENT FOR PROPERTY AND CASUALTY INSURANCE BROKER SERVICES

THIS AGREEMENT FOR PROPERTY AND CASUALTY INSURANCE BROKER SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **RISK MANAGEMENT ASSOCIATES, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-2445801) ("Broker").

WHEREAS, on May 9, 2022, City issued a Request for Proposal ("RFP") for the provision of property and casualty insurance broker services, RFP No.: RSK/220392 (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 proposal submitted by Risk Management Associates, Inc., was found to be the highest ranked proposal as scored by the City; and

WHEREAS, Risk Management Associates, Inc., was chosen as the intended awardee to provide property and casualty insurance broker 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 Broker agree as follows:

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

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

Exhibit A: Scope of Work (A-1 through A-2)

Exhibit B: Proposal Response (B-1 through B-29)

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

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

- A. **Staff Replacement:** City reserves the right to request the replacement of the insurance agent appointed by Broker to service the City under this Agreement.
4. **COMPENSATION.** City shall pay Broker a lump sum amount not to exceed **TWO HUNDRED THIRTY-FIVE THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$235,500)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory provision of services over the initial contract term in accordance with the Contract Documents. **The Contract Sum shall be payable to Broker in equal quarterly installments of TWENTY-NINE THOUSAND, FOUR HUNDRED THIRTY-SEVEN AND NO/100 DOLLARS (\$29,437.50).** The pricing under this Agreement may only be adjusted by written amendment executed by both parties.
- A. **Commissions and Fees.** The Contract Sum shall serve as full and complete compensation for Broker's professional services and shall include any and all travel required by the Broker to meet with City staff as outlined in the Scope of Work and Proposal Response.
- (1) No additional compensation shall be due or payable to Broker or any other third-party for the services provided by Broker under this Agreement.
 - (2) The payment of any additional compensation or commissions by Broker, as part of brokered policies, to any party (including brokers, wholesale brokers, or third-party intermediaries) must be disclosed to and approved by the City Project Manager in advance.
 - (3) Broker shall be expressly prohibited from accepting any additional compensation for services provided under this Agreement without providing full disclosure to City of the nature, amount, and/or percentage of said compensation prior to binding the insured's coverage and fully refunding compensation to the insured. **Failure by Broker to disclose third-party compensation agreements or understandings to City in advance shall constitute material breach and serve as grounds for termination of this Agreement.**
- B. **Renewal Pricing Increases.** Any and all renewals shall be subject to a maximum negotiated price increase of no more than **FIVE PERCENT (5%)** above the Compensation set forth in this Section.
- C. **Invoice Submission.** Broker shall submit invoices to City for services rendered on a quarterly basis and said invoices shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Original invoices shall be submitted through the responsible City Project Manager at: **City of Ocala Risk Management, Office** Attn: **Richard Dennis**, E-Mail: rdennis@ocalafl.org; Telephone: (352) 401-3989.

- 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 Broker; (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 Broker within **THIRTY (30)** calendar days of the Broker's remedy or resolution of the inadequacy or defect.
 - F. **Excess Funds.** If due to mistake or any other reason Broker receives payment under this Agreement in excess of what is provided for by the Agreement, Broker shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Broker's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate allowed by law.
 - 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. Broker shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Broker be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **JANUARY 1, 2023** and continue in effect through and including **DECEMBER 31, 2026** (the "Initial Contract Term"). This Agreement may be renewed for **ONE (1)** additional **THREE-YEAR** (3-year) period by written consent between City and Broker.
 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.
 - C. Broker performance shall be extended for a number of days equal to the duration of the force majeure. Broker shall be entitled to an extension of time only and, in no event, shall Broker 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.** Broker shall report its progress to the City Project Manager as set forth herein. All services work, and materials provided by Broker 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 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 Broker 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 Broker's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Broker's work in progress or for the means, methods, techniques, sequences, or procedures incident Broker'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 Broker 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 Broker written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Broker by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
- (1) Broker fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (2) Broker provides material that does not meet the specifications of the Agreement;
 - (3) Broker fails to complete the work required within the time stipulated in the Agreement;
- or
- (4) Broker fails to make progress in the performance of the Agreement and/or gives City reason to believe that Broker cannot or will not perform to the requirements of the Agreement.
- B. **Broker's Opportunity to Cure Default.** City may, in its sole discretion, provide Broker with an opportunity to cure the violations set forth in City's notice of default to Broker. Broker 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 then City may, without further notice, declare Broker 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 Broker Default.** In the event that Broker fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice;
 - (2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
 - (3) City shall be entitled to recover from Broker all damages, costs, and attorney's fees arising from Broker's default prior to termination; and
 - (4) City shall be entitled to recovery from Broker any actual excess costs by: (i) deduction from any unpaid balances owed to Broker; 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 Broker 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, Broker 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. Broker 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 Broker as permitted under this Agreement and approved by City.
9. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Broker's performance. Any such evaluation will become public record.
10. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
11. **BROKER REPRESENTATIONS.** Broker expressly represents that:
- A. Broker 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 Broker under this Agreement.
 - B. Broker has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Broker in the Contract Documents, and that the City's written resolution of same is acceptable to Broker.
 - C. Broker 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 Broker, 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. Broker 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..." Broker 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.

12. BROKER RESPONSIBILITIES. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Broker:

- A. Broker 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. Broker shall be solely responsible for the means, methods, techniques, sequences, or procedures, and safety precautions or programs incident thereto.
- C. Broker shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
- D. Broker 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. Broker 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 Broker and City may otherwise agree in writing.

13. CITY RESPONSIBILITIES.

- A. City shall timely produce complete and accurate information including, but not limited to, current financial information, statements of values, loss information, and any other information necessary for the effectuation of insurance coverage at the request of the Broker.
- B. City will provide the Broker with a notice of any material changes in the City's business operations, risk exposures, or in any other material information provided under the Scope

of Work. In addition, Broker shall confirm the accuracy and recommend any changes to insurance policies issued to City.

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 Broker 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. The City is not obligated to procure any insurance or to use Broker for insurance it might wish to procure; the City may do so independently at any time with no notice.
15. **COMMERCIAL AUTO LIABILITY INSURANCE.** Broker shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Broker with a combined limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for each accident.
16. **GENERAL LIABILITY INSURANCE.** Broker 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. 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 Broker. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.
17. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Broker shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Broker shall ensure any and all subcontractors have coverage as required by applicable statutes. Broker is not required to name City as an additional insured under the policies, but a subrogation waiver endorsement is required.

18. **PROFESSIONAL LIABILITY/INSURANCE AGENT'S ERRORS AND OMISSIONS.** For the term of this Agreement and any subsequent renewals, Broker shall be required to obtain and maintain, at Broker's expense, Errors and Omissions Insurance providing coverage to Broker and its agents with limits of at least \$1,000,000 per occurrence. This insurance shall be written by an insurer who possess an A.M. Best rating of at least an "A-" or better. Coverage must continue for **THREE (3)** years after contract expiration.

19. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Broker. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Broker's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Broker. **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. Broker is responsible for the amount of any deductible or self-insured retention.

C. Certificates of Insurance. Broker shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A- or better, showing the "City of Ocala" as an Additional Insured on the General Liability policy. Shown on the certificate as the certificate holder should be: **City of Ocala, Contracting Department- 3rd Floor, 110 SE Watula Ave., Ocala, FL 34471, E-Mail: vendors@ocalafl.org.** Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. **TEN (10)** days written notice must be provided to the City in the event of cancellation.

*Non-rated insurers must be pre-approved by the City Risk Manager.

D. Failure to Maintain Coverage. In the event Broker 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 Broker under this Agreement, Broker shall be considered to be in default of this Agreement.

E. Severability of Interests. Broker shall arrange for its General Liability and Excess/Umbrella 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.
- F. Mandatory Endorsements for All Required Policies. All required policies shall include an 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. Broker shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation and ten (10) days' notice if cancellation is for non-payment of premium. In the event that Broker's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Broker to provide the proper notice. Such notification must be issued in writing addressed to **City of Ocala, Contracting Department- 3rd Floor, 110 SE Watula Ave., Ocala, FL 34471**, and sent by registered mail, return receipt requested.
- G. Exceptions and exemptions to these insurance requirements may be allowed at the discretion of the City's HR/Risk Director on a case-by-case basis and evidenced by a separate waiver attached to this Agreement and incorporated herein.
20. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Broker shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
21. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Broker or any other persons or organizations having a direct contract with Broker, 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 Broker or any other persons or organizations having a direct contract with Broker, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any vendor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

22. **DELAYS AND DAMAGES.** The Vendor 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 Broker 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.
23. **INDEPENDENT CONTRACTOR STATUS.** Broker acknowledges and agrees that under this Agreement, Broker and any agent or employee of Broker 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 Broker nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Broker 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 Broker in its performance of its obligations under this Agreement.
24. **ACCESS TO FACILITIES.** City shall provide Broker with access to all City facilities as is reasonably necessary for Broker to perform its obligations under this Agreement.
25. **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.
26. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Broker under this Agreement be abandoned, or should Broker become insolvent, or if Broker 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.
27. **PUBLIC RECORDS.** Broker shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Broker 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 Broker 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 Broker or keep and maintain public records required by the public agency to perform the service. If Broker transfers all public records to the public agency upon completion of the contract, Broker shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Broker keeps and maintains public records upon completion of the contract, Broker 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 BROKER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BROKER'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.

- 28. **AUDIT.** Broker shall comply and cooperate promptly 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.
- 29. **PUBLICITY.** Broker 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.
- 30. **E-VERIFY.** In accordance with Executive Order 11-116, Broker 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. Broker 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.

31. **CONFLICT OF INTEREST.** Broker 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. Broker shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Broker's business or any affiliated business entity. Any additional conflicts of interest that may occur or become known to Broker during the contract term must be disclosed to the City of Ocala Procurement Department.
32. **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.
33. **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.
34. **INDEMNITY.** Broker 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 Broker, its agents, and employees.
35. **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.

36. **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 Broker:

Risk Management Associates, Inc.
Attention: Matt Montgomery
300 North Beach Street
Daytona Beach, FL 32114
Phone: 386-239-7245
Cell: 850-528-7423
E-mail: matt.montgomery@bbrown.com

If to City of Ocala:

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

Copy to:

Robert W. Batsel, Jr.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-579-6536
Fax: 352-579-1289
E-mail: rbatsel@lawyersocala.com

37. **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.

38. **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.

39. **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.

40. **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.

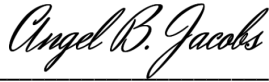
41. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

42. **MUTUALITY OF NEGOTIATION.** Broker and City acknowledge that this Agreement is a result of negotiations between Broker 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.
43. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
44. **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.
45. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
46. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
47. **ELECTRONIC SIGNATURE(S).** Broker, 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.
48. **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.
49. **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 10 / 03 / 2022.

ATTEST:

CITY OF OCALA



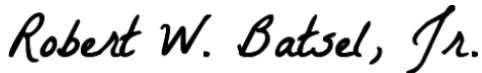
Angel B. Jacobs
City Clerk



Ire Bethea, Sr.
City Council President

Approved as to form and legality:

RISK MANAGEMENT ASSOCIATES, INC.



Robert W. Batsel, Jr.
City Attorney



Matt Montgomery
Executive Vice President

SECTION 1. BACKGROUND

- 1.1 Property and casualty insurance broker ("Broker") will provide services for the following lines of coverage:
- Property and Inland Marine
 - Public Officials
 - Privacy (Cyber) Liability
 - Aviation
 - Crime
 - AD&D
 - Pollution
 - Liquor Liability
 - Fiduciary Liability (General Employees, Police & Fire)
 - Surety Bond – Highway Bond
 - Workers Compensation
 - Fire Fighter Cancer Benefit
 - Automobile
 - General Liability

SECTION 2. SUMMARY OF WORK

- 2.1 **SERVICES:** The Broker shall perform a full range of services for the City related to the property and casualty insurance lines shown above. This includes, but is not limited to:
- A. Design, market, and implement programs that adequately and economically protect the City of Ocala and designated parties.
 - B. Develop and issue solicitations for coverage lines; evaluate proposals; and make recommendations regarding carriers, coverage, limits, terms, conditions, and exposures.
 - C. Identify programs, products, and insurers capable of meeting the City's insurance needs.
 - D. Review policies and endorsements for accuracy and conformance with negotiated coverage.
 - E. Develop an annual schedule of coverage that lists the policy by coverage, company, policy number, policy duties, premium, and brief description.
 - F. Issue and deliver valid and timely binders for insurance policies purchased by the City through the Broker.
 - G. Assist the City in developing insurance requirements for the various contracts (design, construction, and service) and in reviewing insurance policies, contracts, leases, and bonds as requested by the City.
 - H. Coordinate with the City's HR/Risk Management representative to assure that up-to-date exposure data will be incorporated into the issuance of newly purchased policies.
 - I. Audit the City's Workers' Compensation classification coding, as needed.
 - J. Promptly and accurately process insurance policy certificates and endorsements and other change requests as needed.
 - K. Represent the City in negotiations with insurers, underwriters, insurance regulatory authorities, and other parties on brokered policies.
 - L. Assure that insurance policies purchased are delivered in accordance with the proposal(s) that were accepted by the City.

- M. Coordinate loss control/safety services desired by the City that are available at “no-cost” from the insurers whose policies were purchased through the Broker.
- N. Provide evaluation, training, and education relative to loss control, safety, claims management, and related topics in the area of risk management.
- O. Provide information concerning new exposures, regulatory requirements, and uninsurable risks.
- P. Respond to questions and inquiries from City of Ocala HR/Risk management representatives.
- Q. Serve as a resource for information on coverage issues, policy interpretation, claims issues, potential exposure, and other issues.
- R. Assist in risk-related issues in contractual agreements.
- S. Maintain and protect confidential information.
- T. Provide COI review and provide guidance on coverage.

2.2 **PRICING:** The annual fee will be paid to the Broker on a quarterly basis.

- A. This fee shall be full compensation for the Broker’s professional services and shall include any and all travel required by the Broker to meet with City staff as outlined in the Scope of Work and the proposer’s approach and methodology.
- B. Additional compensation will not be paid to the Broker or to any other party and is strictly prohibited. **Any and all additional compensation or commissions, as part of brokered policies, paid to any party, including brokers, wholesale brokers, or third-party intermediaries, must be promptly returned to the City.**
- C. Broker may not accept any type of compensation without full disclosure to the City of the dollar amount or percentage of compensation prior to binding the insured’s coverage along with fully refunding the compensation to the insured.
- D. Failure to disclose third-party compensation agreements/understandings to the City may result in contract termination.

SECTION 3. STAFF REPLACEMENT

- 3.1 The City reserves the right to request the replacement of the assigned broker appointed to the City.
- 3.2 At the request of the City, the Broker must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Broker must each be promptly notified by the other of any complaints received.

SECTION 4. CITY RESPONSIBILITIES

- 4.1 City shall timely produce complete and accurate information including, but not limited to, current financial information, statements of values, loss information, and any other information necessary for the effectuation of insurance coverage at the request of the Broker.
- 4.2 City will provide the Broker with a notice of any material changes in the City's business operations, risk exposures, or in any other material information provided under this Scope. In addition, the Broker shall confirm the accuracy and recommend any changes to insurance policies issued to City.
- 4.3 The City is not obligated to procure any insurance or to use Broker for insurance it might wish to procure. The City may do so independently at any time with no notice.



RFP #RSK/220392

Property & Casualty Insurance Broker Service

Response Prepared By:
Risk Management Associates, Inc.
A wholly owned subsidiary of Brown & Brown, Inc.

Paul Dawson, ARM-P – Senior Vice President / Public Risk Advisor
300 North Beach Street
Daytona Beach, FL 32114
(407) 496-0989

Submittal Date: May 31, 2022 at 2:00 PM

ELECTRONIC COPY



City of Ocala - 2022 Property and Casualty Insurance Broker Services

Proposer Name: Risk Management Associates, Inc.

Evaluation Criteria: The Selection Committee shall score all proposals, which meet the submittal requirements based on the following factors:

EVALUATION CRITERIA	WEIGHT
Qualifications, Experience, and Licensing Requirements	40 points
Approach and Methodology; <i>OPTIONAL: Value-Added Programs/Services</i>	40 points
Price Proposal	20 points
TOTAL	100 points

Proposal Response: The following information must be submitted in your proposal response. *Do not alter any of the headings.* **Proposal response shall be no more than thirty (30) pages**, excluding a cover page, cover letter, resumes, letters of reference, certifications, insurance, and certificates.

Qualifications, Experience, and Licensing Requirements* 40 points

** Do not include the City of Ocala in your references or experience.*

A. Qualifications (20 points):

1. Identify the individuals who will be assigned to provide services, their roles, resumes,* tenure, and qualifications.

Mr. Paul Dawson, ARM-P – Senior Vice President/Account Executive

Mr. Dawson will serve as the Team Leader, the individual ultimately responsible for analyzing and designing the insurance program, marketing, negotiating with insurers and other service providers, and communicating with the City's decision makers throughout all aspects of the insurance placement and maintenance on behalf of the City. He will be available for any and all meetings, presentations or workshops at the City's request. Ms. Michelle Martin will provide back up for the rare occasions when Mr. Dawson is unavailable.

Mr. Dawson currently serves 40 public entity clients, ranging in size from small special taxing districts to large self-insureds. These include the Cities of Ocala, St Cloud, Fort Lauderdale, Sarasota, Tallahassee, and the Counties of Brevard, Citrus, Clay, Flagler, Okaloosa, Gilchrist and Marion, to name a few. ***He has over 27 years of public entity insurance/risk management experience including focus in the following areas:***

- Contractual Risk Transfer and Indemnification Language
- Insurance and Self-Insurance Program and Policy Design
- Risk Retention and Transfer Analysis
- Local Government Financing and Budgeting
- Public Entity Law (Florida Statutes governing tort liability, procurement, court rulings, etc.)
- FEMA Coordination and Stafford Act interpretation
- Claims Advocacy
- Informational and Educational Presentations

Key functions include but are not limited to:

- Responsible for continual communication with the City and available to the City for advice and consultation on all risk management issues
- Analyze and evaluate current program strengths and weaknesses
- Establish program goals, timelines and strategies
- Evaluate underinsured or uninsured exposures of the City
- Design alternate risk transfer options
- Perform contractual risk transfer reviews and provide recommendations if needed
- Assist in drafting reports and analysis for senior management
- Engage in direct negotiations with insurers for optimal terms
- Present renewal options and attend public meetings in support of renewal recommendations.
- Act as a claim advocate for all claim conflicts
- Coordinate and attend claims meetings
- Review loss reports quarterly
- Coordinate requests for FEMA public assistance directly with FEMA
- Establish estimate renewal pricing annually
- Communicate industry trends, changes and emerging solutions
- Monitor client satisfaction and program efficiencies

Mr. Dawson's experience, expertise and personal history in serving the risk management needs of public entities separates him from all other peers. The capabilities of Mr. Dawson have been recognized by independent consultants and experienced risk managers throughout Florida. Evidence of this can be found in recent RFQ contests for broker services at City of Fort Lauderdale, Brevard County, Osceola County School Board, Leon County School Board, Clay County, City of Sarasota, Citrus County, and Okaloosa County to name a few. In each contest Brown & Brown (previously known as PRIA) and Mr. Dawson prevailed and were chosen as the most qualified agency.

Other Key Team Members Include:

Matt Montgomery – Brown & Brown, Public Sector Executive Vice President

Mr. Montgomery leads the Brown & Brown, Public Sector office with almost 20 years of experience in Federal and State Government. Matt's expertise is particularly valuable for direct assistance with government agencies, presentations to executive staff and governing Boards, and other meetings as needed. Matt also provides high-level support to all aspects of client services.

Robin Russell, ARM-P, CISR, CSRM – Director of Operations

Ms. Russell oversees customer service delivery and quality control. With a Risk Management degree from Florida State University, Robin has focused in public entity insurance and risk management for 17 years. She is also charged to constantly improve Brown & Brown's service offerings, including technological efficiencies to assist our clients.

Danielle Coggon, CIC, CISR – Public Risk Specialist

Danielle Coggon will serve as the City's account manager. She will be responsible for the daily and frequent service needs of the City. Both Mr. Dawson and Ms. Coggon will work as a team handling the day-to-day service issues for the City. Ms. Coggon is well versed in responding to service requests, issuing certificates of insurance, maintaining property, vehicle and equipment schedules, claims handling as well as general requests for service. Ms. Coggon boasts an impressive record of quality service and routinely receives accolades from her clients. She currently handles some of Brown & Brown's largest and most complex clients and is well trained and experienced in handling custom insurance programs.

Alexa Gray – Public Risk and Claims Specialist

Alexa provides backup to Ms. Coggon for policy management, Certificate of Insurance issuance, claims reporting, claims file management, and NFIP Flood program policy administration. Alexa is pursuing an Associate in Claims (AIC) designation. Alexa also provides backup for Certificate-related questions and other administrative projects.

Pamela Hancock – Senior Risk Control Specialist

Public Risk Underwriters of Florida, Inc., a wholly owned subsidiary of Brown & Brown, Inc., provides Safety and Loss Control Services to over 400 public entities within Preferred Governmental Insurance Trust, and additional singular clients. Based out of Sarasota County, Ms. Hancock's brings over 25 years' industry experience, and is involved in **Southwest Florida PRIMA** (Public Risk Managers Association), American Society of Safety Engineers, and a Continuing Education Trainer for the Florida Society of Medical Assistants.

2. Include the name, title, phone number, and location of the office.

**NOTE: resumes should be attached at the end of the document after ATTACHMENT 1 – RESUMES cover page and are excluded from the page count.*

Response:

Risk Management Associates, Inc., a wholly owned subsidiary of Brown & Brown, Inc.
300 North Beach Street, Daytona Beach, FL 32114
(386) 239-4045

B. Experience (15 points):

1. Provide a list of at least two (2) public agencies, or large private agencies, for which your company has provided similar services during the last five (5) years.
2. Include the agency/company name, contact information, period of the contract, dollar value of the contract, services provided, and insurance lines.

Response:

Brown & Brown is fully dedicated to the Public Entity insurance sector. Our experience with large public entities is extensive and includes highly complex program management for more than 50 of Florida's local governments which utilize large property schedules paired with self-insured casualty and workers compensation programs.

The Team Leader for the city is Paul Dawson. Mr. Dawson has over 27 years of experience in managing insured and self-insured programs for Florida's public entities.

Our entire organization handles countless other similar programs nationwide. Hands on experience and the results of that experience speak volumes for an insurance broker. **Evidence of our abilities and experience with Florida's governmental entities is not solely in a statement trumpeting our greatness but in our recent past performance on behalf other public entities.**

On the following pages you will find a few client highlights which are relevant as it relates to our proactive approach and the results of our diligent efforts in protecting our clients' financial assets. Our successful strategy is to never let a program become stagnant. We constantly take a fresh unbiased approach to the design of an insurance program. The processes used to achieve these results are no different than those that we have and will implement on behalf of the City of Ocala. There are many other similar examples available, and we are very proud of our long track record of delivering positive results to every client.

City of St Cloud

Total Insured Values: \$132M

Number of Employees: 700

Total Program Premium \$1,500,000

Contact: Joe Etter (407) 759-7209

Brown & Brown has managed the City's property and liability insurance program since 1997. We were awarded the City Broker of Record for all property and casualty insurance in 2011 and again in 2019. To illustrate the superiority of our service approach and discipline we submit this short summary of examples of cost savings and improvements we have achieved on behalf of the City.

- Analyzed deductibles and self-insured retentions every year with cost benefit analysis reports submitted to the City as part of every insurance renewal. Some examples include:
 - **2006** – Evaluated all retentions and deductibles for cost efficiency. Resulted in several program changes and **\$17,829** in premium reductions.
 - **2012** – Evaluated all retentions and deductibles for cost efficiency. Resulted in more program refinement and **\$38,912** in premium savings.
 - **2015** – Provided a Total Cost of Risk Analysis comparing St. Cloud, Kissimmee, Osceola County and Osceola School Board. The result of which resulted in our negotiation of a **\$133,420** workers' compensation premium savings.
 - **2016** – Analyzed the potential for savings in establishing a self-insured workers' compensation program, which was successfully implemented in March 2017. This program design change has **saved the City over \$1,000,000.**
 - **2018/2019** – negotiated multiple year insurance rate guarantees and **Firefighter Cancer** Benefit policy to cover a new Florida law.
 - **2019-2021** – negotiated rate freezes on most property and casualty policies despite wide-spread industry rate increases.
- Safety Committee Program – Brown & Brown started the City's program in early 2013. As a result of our efforts (and City Staff's) the current average monthly workers' compensation losses have been **reduced to \$10,000** per month compared with \$63,000 a month in 2013. We also reduced their experience modification factor from 1.76 to .68!
- Brown & Brown has assisted with drafting new **insurance requirements** for vendors and contractors by providing full drafts of industry accepted specifications as well as examples of specifications from other Florida cities.
- We regularly engage in claims advocacy by negotiating directly with claims adjusters and defense counsel. We efforts have resulted in much better-than-expected results in favor of the City.

City of Fort Lauderdale

Total Insured Values: \$532M

Number of Employees: 2,700

Total Program Premium \$3,250,000

Contact: Guy Hine (954) 828-5494

Brown & Brown was awarded the City's Agent of Record in a statewide Request for Qualifications process in 2009, 2013, 2017 and again in 2021. Brown & Brown, Public Sector manages all property, casualty and workers' compensation insurance programs. Since becoming the City's Agent of Record, we have accomplished the following:

- Brown & Brown has reduced the cost of casualty and workers' compensation insurance by 25% since 2009 with **NO** decrease in coverage, limits or retentions.

- In April 2010, we reduced the total property premium by \$167,288 (8%) while also increasing the overall property insurance limit from \$100M to \$150M. This was achieved by utilizing a Utility Property specialist – StarrTech Insurance.
- Conducted a flood audit on all city-owned property and identified the need to put NFIP policies in place and successfully coordinated the placement of 71 NFIP policies. By doing so the City obtained an additional \$40,921,000 of flood coverage.
- Provided an accurate wind and flood model which in turn put Brown & Brown in better position to negotiate favorable terms with insurance carriers.
- Provided significant improvement in the property schedule by providing secondary building characteristics and thereby improving wind model output and accuracy.
- Brown & Brown improved the insurance requirements and indemnification language for all City contracts by drafting standardized insurance requirements and procedures for all departments to follow.
- We delivered property rate reductions in 7 out of the last 10 years.
- The City's current total cost of coverage is more than 22% LESS than it was 2009 when Brown & Brown took over the program. That includes better coverage and lower retentions.

Citrus County BOCC

Total Insured Values: \$275M

Number of Employees: 850

Total Program Premium \$1,925,000

Contact: Mary Glancy (352) 527-5363

Brown & Brown has provided risk management and related insurance services on for the County since 2005. Brown & Brown was chosen as the County's agent of record in an RFQ process in 2005, 2010, 2015 and again in 2020. Since that time, we have provided significant improvements in all aspects of the County's risk management program, greatly lowered insurance cost, assisted with numerous projects and lowered the overall cost of risk. Below is a summary of our some of our accomplishments.

- In 2005, (Brown & Brown's first renewal) we provided a premium savings of \$588,000 when compared to the renewal pricing by incumbent carriers.
- Increased the flood coverage by \$6,000,000. The previous agent had not proposed or recommended NFIP coverage. Brown & Brown discovered the oversight and assisted in obtaining flood elevation certificates and placing the appropriate flood coverage with NFIP.
- Placed property insurance coverage for all utility structures with a utility insurance specialty carrier resulting in greatly reduced cost and broader coverage
- Brown & Brown improved the insurance requirements for contractors and the process of contractual risk transfer with contractors and vendors. Brown & Brown provided guidance and assistance in drafting new procedures and requirements. We also conducted a workshop for local vendors and contractors in order to educate the companies doing business with the County.
- Upgraded the property schedule to include significantly better exposure detail including roof covering, shape of roof, flood zone, and distance to the Gulf information. This information yielded a more accurate wind and flood model which in turn put Brown & Brown in a better position to negotiate favorable terms with insurance carriers.
- Identified a dedicated catastrophic claims adjuster and disaster recovery contractor. These companies have been pre-approved by carriers to ensure an "instantaneous" response to large losses.
- Conducted many educational workshops and seminars specific to contractual indemnification, labor law, defensive and safe driving, heavy equipment operation, etc.
- We have consistently improved the County's cost of risk utilizing the competitive bid process to leverage rates and terms for all County exposures.

Perhaps the best testament to our experience relevant to the City of Ocala is our representation of more than 75 other great Florida Cities, including.

- | | |
|----------------------------|-------------------------|
| ✓ City of Miami | ✓ City of Sarasota |
| ✓ City of Jacksonville | ✓ City of North Miami |
| ✓ City of Ft. Lauderdale | ✓ City of North Port |
| ✓ City of Naples | ✓ City of Palm Bay |
| ✓ Town of Jupiter | ✓ City of Coconut Creek |
| ✓ City of Lake Worth Beach | ✓ City of Weston |
| ✓ City of Ocala | ✓ City of Sweetwater |
| ✓ City of Tallahassee | ✓ City of Deltona |
| ✓ City of Daytona Beach | ✓ City of Punta Gorda |
| ✓ City of Marco Island | ✓ City of St. Cloud |

C. Licensing Requirements (5 points):

1. Describe how frequently you evaluate your licensing requirements and what that process entails.

Response:

Brown & Brown's agent and agency license compliance function is conducted by our Corporate Legal department. The department ensures that each insurance licensee is in good standing and monitors each agent to ensure the continuing education requirements are met.

Each staff member is individually licensed in accordance with State requirements. Brown & Brown's agency license is a non-expiring license and will remain active unless we violate a State Statute. The Department of Financial Services regulates insurance licenses for agents and agencies in Florida.

2. Are you in full compliance with the requirements now?

Yes.

Approach and Methodology;

OPTIONAL: Value Added Programs/Services

40 points

D. Approach and Methodology (38 points):

1. Provide an overview of your approach to performing the Scope of Work to best serve the City of Ocala. Demonstrate the intended methods for design, implementation, maintenance, communication, and improvement of the City's property and casualty insurance lines.

Response:

Our approach is focused on proven insurance industry and risk management strategies which reduce your Total Cost of Risk. These can be broken down into 4 categories: **Client Vision, Risk Assessment, Market Research & Negotiation, and Insurance Placement.**

Client Vision

Every client relationship begins with listening. Our success in designing an effective risk management program requires the input of each client's decision makers. And our responsibilities begin with listening to those decision makers to understand the history of the risk management program, future goals, budget constraints, program design requirements and risk tolerance. We will conduct a pre-renewal meeting to establish our mutual strategic plan and program objectives. We will use this information to develop budget estimates and objectives for each renewal program.

Risk Assessment

Our methodology involves detailed and structured identification of current and future loss exposures. We assess our client's exposure to risk in many ways and degrees of intensity, which vary from detailed property appraisals to comprehensive continued-operation studies. We use risk identification and exposure analysis as the foundation of our risk management program design and to analytically base our recommendations. This process is used to design and implement insurance and self-insurance programs and to continually monitor the effectiveness of these programs. Any recommendations for program design, loss control, safety training, or new insurance policies are presented in written form with analytical support. We provide objective and subjective analysis so that the City can make informed decisions.

We have extensive experience with the analysis of all exposures that local governments face.

Property – We run Probable Maximum Loss (PML) models for each large client to evaluate the large loss centers and flood probabilities. We will provide the City with catastrophic modeling results at each property renewal to ensure that the insurance loss limits are adequate and will be considered “reasonable” by State regulators.

We collect detailed property data relative to wind resistance for all locations. Our process involves identifying the roof covering, roof geometry, roof age and roof strapping (if any) of these locations. This additional data significantly increases the accuracy of PML models, which in turn better identifies and measures an insured's exposure to loss. This is further used negotiate better terms and conditions with carriers. Without the additional roof information, the PML model will default to a higher value and thereby increase the PML value resulting in higher premiums.

Analysis of flood exposures is critical. FEMA will not provide public assistance for flood losses to structures that are in a High Hazard flood plain (Zones A and V) unless coverage is purchased through the National Flood Insurance Program (NFIP) or the commercial marketplace. Consequently, we determine flood zones for all locations on an annual basis. Structures that are in A or V zones should be insured with NFIP or commercial policies at appropriate levels.

We also evaluate the need for and the proper levels of often overlooked property coverages such as: extra expense, boiler & machinery, increased cost of construction, building code ordinance, demolition costs, debris removal, utility interruption, pollution clean-up, sewer back up, property-in-the-open, etc.

We accomplish all the above through various techniques, processes, and tasks such as:

- Property Site Inspection and Building Appraisals
- Catastrophic wind, flood, and storm surge models
- Research (physical audits, City's website and internet research)
- Financial Record Research (CAFR, Budget)
- Loss Run Reports
- Current Program Analysis and Review (Coverage Forms and Policies)

Liability Loss Exposures – Thoroughly identifying these exposures can be complex due to the broad litigious nature of citizens and businesses. However, we have seen many types of lawsuits and possess an intimate knowledge of the State and Federal Statutes that govern public entity operations and personnel. Consequently, our advice and recommendations are based on actual claims occurring here in Florida and many years of assisting other clients with similar issues.

The basic methods of identifying exposures include claims analysis, review of financial reports, understanding of all operational functions, evaluating current and future contractual obligations, identifying

key personnel, reviewing lease and other contracts, reviewing the City's policies and procedures manuals, and general practices.

Workers' Compensation – Methods include class code audits, analysis of loss run reports, financial reports, actuarial reports, incident reports and interviews with key personnel and management. We also review the return-to-work programs, disciplinary procedures and safety programs that are currently in place. Analytics play a large role in rate determination and retention levels. Internally we evaluate numerous factors, trends, and total cost of risk values to determine the best risk retention and transfer levels that minimize the City's financial exposures both long and short-term.

Cyber Liability – Exposure to loss of personal data and malicious attack of computer systems has quickly become one of the most significant risks that local governments face. We have been proactive in identifying these emerging risks and tailoring our approach to risk transfer and retention as the cyber insurance market turns volatile. To measure cyber risk, we utilize a vulnerability report provided by Coalition. Coalition is a Brown & Brown resource that assists us in measuring vulnerability and risk levels of our clients IT security systems. It is a valuable tool in identifying deficiencies as well negotiating terms with carriers.

Insurance and Self-Insurance Program Design, Marketing, and Placement

One of the most critical functions a broker performs is to *design, market, propose and implement the broadest insurance program that adequately and economically protects the Client.*

Ultimately, the design, marketing and placement of the insurance products is the largest and most controllable, annual variable in the risk program. This is also the spot where the difference between a good broker and a great broker will yield the most tangible program cost savings.

Program Design

Once exposures have been identified and quantified, Brown & Brown will design self-insured and insurance strategies tailored to the needs of the City. Each evaluation includes comprehensive cost-of-risk analysis using actual loss experience, probable loss levels, claim administration costs and other intangible factors. We then determine the cost of transferring risk (buying insurance) to the insurance marketplace via a comprehensive marketing process. The defense costs, current and future premiums as well as subjective pros and cons of each program option are carefully measured. In addition to designing traditional risk transfer and retention programs, our history shows that we are experts at securing insurance terms that are customized to the City's unique needs and exposures.

Obtaining the Best Terms – Our marketing process and philosophy is somewhat unique and can be summated as:

Do business with as many insurance markets as possible. Do not simply offer renewal and accept pricing from the same company year after year and limit our clients' options – be sure that we are getting the best deal for our clients every year.

Our team strategically leverages market forces, spurs competition, and as a result, can consistently bring the **most** viable insurance placements to our clients. We are perpetually focused on the balance between holding the markets' interest while driving competition. That balance requires high levels of skill, experience, and market relationships capable of countering the market's desire to build profitable and long-term insurance contracts. Our team consistently achieves this balance through a combination of three critical market performance attributes.



Our team maintains excellent market relationships that survive and flourish in hard, soft, and stable markets. The challenge in designing and implementing custom insurance programs, however, is maintaining a deep understanding of the market as it evolves. The evolution of the marketplace creates both challenges and opportunities for brokers to deliver for their clients. In Florida especially, the market changes quickly – some of the factors which drive the consistent change and necessitate top-tier broker performance:

- Catastrophic Losses
- Regional, National & Global Loss Trends
- Changes in Carrier Appetite
- New Carrier Entrants & Departures
- Shifts in the Legal Environment
- Regulatory Changes
- Emerging Exposures
- Insurance Product Trends
- Investment Capital
- Global Capacity Adjustments

Market Leverage

Brown & Brown has established itself as one of the preeminent power brokerage houses in the world. Our 14,000 teammates are responsible for the design, placement, and service of more than **\$20 Billion in annual insurance premiums**. This gives our family of companies unrestricted access to the marketplace paired with top tier negotiating power and leverage with insurance carriers.

The Brown & Brown team and our clients benefit greatly from the downstream effect of our company's massive marketplace presence. This is accomplished through strategic internal tools which ensure that our team can consistently harness the power of that global volume as we navigate the marketplace on behalf of our clients.

It should be noted that we have the closest and strongest relationship with the City's current liability and excess workers' compensation carrier (*Preferred*) than any other Florida agency. As *Preferred's* largest agent, we are uniquely qualified to negotiate favorable and unique terms on behalf of the City. We meet with *Preferred's* underwriters and managers several times per year to plan for the upcoming year, discuss policy changes, and provide our input regarding desired improvements in the program.

The *Preferred* program has provided the City with significant premium and coverage advantages that are nearly unmatched in the current market. For example, the City's property insurance rate has risen only 10% in the last five years. In contrast the City of Gainesville's rate has risen over 48% in the same time period.

Implementation

Prior to recommending and implementing specific programs, we provide written evaluation of the terms and conditions presented by insurance carriers. Our evaluation is generally presented in a spreadsheet format with objective criteria of each quote compared with all other competitive quotes. Subjective criteria are also provided and usually includes the claim handling reputation of a carrier, length of time in the Florida marketplace and the probability that a carrier will assist the City if a difficult claim arises. Our goal is to align the City with insurers that treat the City as a partner and offer the best overall terms and conditions today and in the future. We are a truly independent brokerage with no bias for any particular program, insurer or intermediary. We will always recommend what is in the best interest of the City regardless of any financial impact to Brown & Brown. Our program design recommendations are not limited to insurance products but instead focus on the City's Total Cost of Risk. These evaluations consider all cost factors including insurance, claims retention and administration.

Brown & Brown is uniquely qualified to accomplish this as we are one of the few agencies that have access to all competitive insurance carriers and accessible programs. We have the unique distinction of having the most complete access to the competitive marketplace. For example, the City's primary property and casualty insurer, *Preferred*, utilizes a small but efficient agency distribution network to which many agencies do not have access. Furthermore, Brown & Brown, Public Sector is *Preferred*'s largest agent by volume accounting for over 50% of *Preferred*'s premium; however, it is important to note that we do not solely focus on placing our client's within *Preferred*, 70% of our business is placed with other markets. This speaks volumes for our diligent efforts to place clients with the most cost-effective insurers and always doing what's best for the client.

Monitoring and Improving Programs

Benchmarking with other similar public entities is an excellent method of comparing our results with those of other brokers and other entities. We maintain a dynamic worksheet of competitive insurance terms that includes many of Florida's public entities. This provides a comparison of rates and terms that is relevant in determining our efficiency and ability to negotiate competitive rates on behalf of our clients. We share the benchmarking with clients to illustrate how our results compare amongst similar entities.

We also aim to improve our client's insurance programs in both rate and coverage each year. We track these improvements and summarize them for review by our clients at every renewal. These results are compared with the initial renewal expectations and goals as well as the results of other similar entities in the State.

We constantly monitor the industry for new risk transfer mechanisms and ideas. Our success has been in no small part due to our ability to evaluate and implement innovative risk transfer programs. We have explored and are focused on mitigating the volatile fluctuations inherent in the Florida property insurance marketplace and provide predictability and stability.

2. Specify your service commitment levels, including timeframes for the following: RFP timeframe; binder delivery; policy issuance (including receipt of policy or amendments); and billing.

Response:

Our commitment to provide the City with the very highest level and quality of service has been and will continue to be our top priority. We adhere to strict quality control guidelines. These guidelines dictate that we deliver accurate documentation to our clients within certain predetermined timeframes.

- Accurate binders must be delivered PRIOR to policy inception
- Binders must be replaced PRIOR to the binder expiration date if the policy has not been received
- Endorsements must be delivered to insureds within one business week of receipt by Brown & Brown
- Policies must be delivered to insureds within two business weeks of receipt by Brown & Brown

- All binders, endorsements, invoices, and policies are checked for accuracy against a detailed checklist and against the proposal that was presented to the insured
- Brown & Brown documents all of the above transactions in a proprietary agency management system with compliance audits performed by an outside auditor once per year
- All documentation is provided in both hard copy and electronic formats
- Certificate requests must be completed within 24 hours of receipt

Below is our desired timeline for the City's renewal cycle:

Workflow Schedule

120+ days prior to policy expiration

- Initiate Marketing Process
- Current market conditions analysis
- Discuss Budget Constraints and Goals
- Written request for underwriting data
- Collection of risk exposure information
- Establish market attack strategy
- Identify desired coverage, terms and conditions goals
- Provide written premium estimates for all coverages.

90 to 120 Days prior to policy expiration

- Scrub Statement of Values
- Approval of Submission by client
- Submit all underwriting data to chosen and/or all interested carriers
- Update risk management on progress and early pricing indications

60 to 90 days prior to expiration

- Written summary of quotes received, and markets responses
- Provide Premium Comparison with expiring and renewal terms.
- Include Cost of Risk Analysis
- Obtain Catastrophic Modeling Results
- Develop recommendation for most effective program

30 to 60 days prior to expiration

- Attend Meetings and Workshops
- Assist in preparation of Board Agenda items
- Complete required signed documents
- Submit Requests to Bind to chosen carriers

Inside 30 days prior to expiration

- Request, Review and Issue Binders
- Issue any recurring Certificates of Insurance
- Issue Invoices

30 to 60 days after policy inception

- Re-issue any expired binders
- Review, correct and issue policies
- Provide an annual summary of program terms and premiums.

Ongoing Service Items

- Daily Policy Maintenance and Client Service Requests
- Claims Advocacy and Handling
- Large Claim Reviews
- Property appraisal management and implementation
- Update and Scrub Statement of Values data
- Stewardship Report
- Review Risk Management Policies
- Inspection/Loss Prevention Program Implementation
- Flood Zone Audits for Property
- Market Trend and Emerging Markets Identification
- Legislative Change Tracking
- Industry News Communications
- Other Special Projects as agreed

3. What is your expected response time to answer questions/inquiries from City of Ocala HR/Risk management representatives? What will the inquiries be limited to?

Response:

As the preeminent public entity brokerage firm in the State of Florida, we understand the budget and procurement process and the political environment in which our clients must operate. We have industry leading knowledge of the Florida Statutes that govern public entities such as the Public Records Law, Sunshine Law, Sovereign Immunity, Construction Regulations (FS 255, FS 725) Privacy Laws (FS 501) and the industry impact of State Court rulings. We are also well versed in the Stafford Act and FEMA's public assistance grant process.

We generally provide an immediate response to inquiries; however, due to the complex nature of insurance and State and Federal law, additional time to consult with outside experts may be required.

We also maintain a robust database of reference materials including applicable State Statutes, Court Rulings, Contract Language, Attorney General Opinions, etc. This information is shared with clients as hard copy back up to verbal inquiries. There is no limit to the inquiries relative to risk management issues that we can and will respond to. For questions outside our expertise, we have access to numerous industry experts and legal consultants that can assist us in providing formal responses.

4. What is your process to identify programs, products, and insurers capable of meeting the City's insurance needs? Explain your sourcing and marketing program to add new insurers to your database/distribution list.

Response:

It should be noted that the insurance program for the City of Ocala is more complex than that of an average City. The structure includes multiple self-insured retentions with excess liability coverage for liability and workers' compensation programs and small or large deductibles for 11 other policies. We utilize 11 different underwriters for these coverages and access more than 50 underwriters at renewal to ensure we offer the most competitive terms at each renewal. This level of complexity is not unique to us. We have 50 other public entity clients in Florida with similar programs.

To achieve and maintain a client's cost efficiency a broker must have critical mass with all competitive programs including admitted carriers, specialized programs and specialty underwriting programs. We access all of these markets directly and do not need to use an intermediary (wholesale broker) to get quotes from these carriers. Intermediaries increase the cost of policies by adding additional remuneration hidden within their quotes. Many brokers have numerous public entity clients but lack the critical mass with all carriers and the ability to access all carriers directly. This is a clear advantage that we have over our competitors. It is one method we use to reduce premium and get the best terms available.

Evaluating Insurers

Determining the value that a specific market can provide the City is complex and critical in maintaining the cost effectiveness of our programs. We have access to literally every competitive market available to cities similar to Ocala. We routinely engage in discussions with new markets and products to maintain our competitive edge. We consider many factors and conditions including but not limited to:

- Financial Stability and Security – Our corporate mandate is to engage in carriers with AM Best rating on A- or higher. In addition to the current AM Best rating we also review a company's financial outlook and the extent of the risk portfolio in high risk areas (such as property risks in coastal areas)
- Length of Time in Business and in the Florida marketplace
- Long term underwriting appetite for public sector risks

- Location of Claims office
- History of speed and willingness to pay claims
- Reputation in the marketplace for claim denials
- Is the company a Managing General Agency/Underwriter or are they a full-service insurer?

We rely on our many years of experience in the public sector to measure subjective criteria as well as polling other public entities to determine their experiences. Due to our critical mass in the public entity sector we typically have regional and national underwriters contact us to market new programs. We also proactively pursue new programs through our involvement in trade shows, conferences and national publications. We are the largest public entity broker in Florida and the largest insurance intermediary in Florida. This gives us the unique ability to identify programs, products and insurers capable of meeting the City's needs.

Our analysis includes a very detailed comparison of coverage terms from each option presented. This process is critical in order for the City to make a sound decision.

5. Please provide your standard carrier financial requirements. Please indicate the rating based on AM Best, Standard & Poors, etc. The City requires all placements to meet the minimum-security requirements of AM Best rated companies (A- or better); can you comply?

Response:

Although we cannot predict the future results of any company, we offer only financially secure insurers to our clients. Per corporate mandate, Brown & Brown is not authorized to provide quotes to our clients from unauthorized insurers or insurers with a less than AM Best rating of A- or those not rated by AM Best without an authorized exception. However, since it may be in the best interest of our clients to review and bind quotes from certain alternative risk transfer providers, Brown & Brown has established a Market Security Committee which reviews and monitors insurers falling into these categories: Risk Retention Groups, Captives, Self-Insured Groups, Trusts, State Funds, and Joint Underwriting Associations.

In Addition,

- » Each team member monitors industry news from various sources daily
- » AM Best ratings are confirmed and provided formally any time a quote is presented.
- » Any discussion or further research regarding ratings or financial position is performed as necessary.

6. Describe the criteria used when evaluating current insurance markets.

Response:

Please see our response to question 4 above, **Evaluating Insurers**.

7. How will you develop an annual schedule of coverage which lists the policy by coverage, company, policy number, policy duties, premium, and brief description? Provide examples of the schedule format. Does this include proposing coverage enhancements?

Response:

We prepare a Schedule of Insurance for Insurance for each client. Below is the current Schedule of Insurance for Ocala.

LINE OF COVERAGE	2021/2022		
	LIMIT	DEDUCTIBLE	ANNUAL PREMIUM
Property:			
Preferred Governmental Ins Trust	Policy #PX FL1 0422004 21-20		
Buildings & Contents	\$ 311,629,994	\$ 25,000	\$ 930,311
Equipment Breakdown	\$ 100,000,000	\$ 25,000	
Flood	\$ 1,000,000	\$ 25,000	
Earthquake	\$ 1,000,000	\$ 25,000	
Named Windstorm	Included	2% / min \$35,000	
Accounts Receivable	\$ 500,000	\$ 25,000	
Additional Expense	\$ 1,000,000	\$ 25,000	
Business Income	\$ 1,000,000	\$ 25,000	
Errors & Omissions	\$ 250,000	\$ 25,000	
Demolition & Increased Cost of Construction	\$ 1,000,000	\$ 25,000	
Inland Marine:			
Blanket Unscheduled Inland Marine	\$ 1,525,000	\$ 25,000	\$ 13,182
Mobile Equipment (Scheduled)	\$ 4,523,634	\$ 25,000	
Fine Arts	\$ 190,000	\$ 25,000	
Rented Borrowed Leased Equipment	\$ 250,000	\$ 25,000	
		Sub-Total	\$ 943,493
Crime:	Policy #105683797		
Travelers Casualty & Surety	1-Year Term Offered		
Employee Dishonesty	\$ 1,000,000	\$ 10,000	\$ 6,980
Theft, Disappearance & Destruction In/Out	\$ 1,000,000	\$ 10,000	
Social Engineering	\$ 250,000	\$ 10,000	
		Sub-Total	\$ 6,980
General Liability:	Policy #PX FL1 0422004 21-20		
Preferred Governmental Ins Trust			
General Liability	\$ 1,000,000	\$200,000/\$300,000	\$ 48,094
Employee Benefits	\$ 1,000,000	\$200,000/\$300,000	
Law Enforcement Liability	\$ 1,000,000	\$200,000/\$300,000	\$ 38,192
Deadly Weapon Protection	\$ 1,000,000	Included	
		Sub-Total	\$ 86,286
Automobile:	Policy #PX FL1 0422004 21-20		
Preferred Governmental Ins Trust			
Auto Liability	None		
Comprehensive and Collision	Symbol 10,8	\$ 25,000	\$ 64,017
		Sub-Total	\$ 64,017
Public Officials:	Policy #M00608476 009		
ACE American Insurance Co	Please note: Claims Expense & Defense Costs erode Limit		
Public Officials Liability	\$1,000,000/\$1,000,000	\$ 150,000	\$ 88,299
Employment Practices Liability	Included	\$ 150,000	
		Sub-Total	\$ 88,299
Cyber Liability	Policy #D95512227		
ACE American Insurance Company			
Cyber Incident Response Team	\$1,000,000/\$1,000,000	\$ 250,000	\$ 16,838
Cyber Incident Response Coach Retention		\$ 250,000	
Business Interruption Loss & Extra Expense	\$1,000,000/\$1,000,000	\$ 250,000	
Contingent Business Interruption & Extra Expense	\$1,000,000/\$1,000,000	\$ 250,000	
Digital Data Recovery	\$1,000,000/\$1,000,000	\$ 250,000	
Network Extortion	\$1,000,000/\$1,000,000	\$ 250,000	
		Sub-Total	\$ 16,838
Excess Workers' Compensation:	Policy #PX FL1 0422004 21-20		
Preferred Governmental Ins Trust	21/22 Payroll: \$66,560,044		
Workers' Compensation	Statutory	\$ 500,000	\$ 287,878
Employers Liability	\$1m/\$1m/\$1m	\$ 500,000	
		Sub-Total	\$ 287,878
Pollution:	Policy #PEC000604815		
Indian Harbor	2 Year Policy Term		
Pollution/Aggregate	\$1,000,000/\$10,000,000	\$ 100,000	\$ 42,714
			\$ 42,714
Liquor Liability:	Policy #CL 2648815H		
Mt Vernon Fire Insurance Company			
Ocala Golf Club Liquor Liability	\$1,000,000/\$2,000,000		\$ 675
Fee			\$ 75
		Sub-Total	\$ 750
Fiduciary:			
Hudson Insurance Company			
General Employees: Policy #SFD31210098-009	\$ 1,000,000	\$ 10,000	\$ 6,947
Pending or Prior Date: 10/1/2009			
Police: Policy #SFD31210096-09	\$ 1,000,000	\$ 5,000	\$ 4,859
Pending or Prior Date: 10/1/2009			
Firefighters: Policy #SFD31210097-09	1,000,000	\$ 5,000	\$ 3,987
Pending or Prior Date: 10/1/2009			
		Sub-Total	\$ 15,793
AD&D:	Policy #ADD N11237599		
ACE American Insurance Co	2-Year Term Prepaid (10/1/2020 - 10/1/2022)		
Line of Duty Coverage	\$ 75,000		\$ 19,770
Fresh Pursuit Coverage	\$ 150,000		
Unlawful and Intentional Death & Dismemberment	\$ 225,000		
		Sub-Total	\$ 19,770
Aviation:	Policy #15001370		
Global Aerospace			
Premises Liability	\$ 5,000,000		\$ 1,965
Hangarkeepers Aircraft/Occurrence	\$1,000,000/\$2,000,000	\$ 1,000	
			\$ 1,965
Firefighter Cancer Benefit:	Policy #PTP N17937911		
ACE American Insurance Co			
Diagnosis Cancer Benefit	\$ 25,000	\$ -	\$ 26,128
Cancer Death Benefit	\$ 75,000		
			\$ 26,128
Special Events			
Harvest Fest Event	GL/Liquor	No 2021 Event	\$ -
BOBA Event	Liquor	No 2021 Event	\$ -
Motown Event	Liquor	No 2021 Event	\$ -
Tusawilla Sculpture Event	Liquor	No 2021 Event	\$ -
Levitt Concert Series	Liquor	4/16/2021-6/27/2021	\$ 1,061
Summer Bash	Liquor	No 2021 Event	\$ -
Festival at Fort King	GL	12/3/21-12/7/21	\$ 746
			\$ 1,806
TOTAL PREMIUM			\$ 1,602,717

8. How will your firm issue solicitations and evaluate proposals? Provide examples if available.

Response:

Brown & Brown prepares an annual marketing summary for the City that includes a summary of all market responses and markets solicited.

Proposals are evaluated using objective and subjective criteria as explained in our response to question 4. In addition, we provide detailed comparison spreadsheets that reveal coverage advantages and differences amongst competitive carriers. An example of the Privacy Protection (Cyber Liability) evaluation recently conducted is enclosed below for your reference.

	Travelers Ins Co		Preferred Gov't Ins Trust	
LINE OF COVERAGE	Limit	Deductible	Limit	Deductible
Cyber Liability	Annual Premium \$28,000		Annual Premium \$18,000	
Third Party Coverage				
Privacy and Security Liability	\$ 2,000,000	\$ 75,000	\$ 2,000,000	\$ 25,000
Payment Card Costs	\$ 2,000,000	\$ 75,000	\$ 1,000,000	\$ 25,000
Media	\$ 2,000,000	\$ 75,000	\$ 2,000,000	\$ 25,000
Regulatory Proceedings	\$ 2,000,000	\$ 75,000	\$ 2,000,000	\$ 25,000
First Party Coverage				
Privacy Breach Notification	\$ 2,000,000	\$ 75,000	\$ 2,000,000	\$ 25,000
Computer and Legal Experts/Forensics	\$ 2,000,000	\$ 75,000	\$ 2,000,000	\$ 25,000
Hardware & Software Betterment (50% of costs)	\$ 100,000	\$ 75,000	Not Covered	
Cyber Extortion	\$ 2,000,000	\$ 75,000	\$ 2,000,000	\$ 25,000
Data Restoration	\$ 2,000,000	\$ 75,000	\$ 2,000,000	\$ 25,000
Public Relations	\$ 2,000,000	\$ 75,000	\$ 2,000,000	\$ 25,000
Business Interruption	\$ 2,000,000	\$ 75,000	\$ 2,000,000	\$ 25,000
Bricked Equipment Repair/Replacement (in a BI loss)	\$ 2,000,000	\$ 75,000	\$ 2,000,000	\$ 25,000
Dependent Business Interruption-Outsource Provider-	\$ 100,000	\$ 75,000	\$ 100,000	\$ 25,000
Dependent Business Interruption-Outsource Provider-System Failure	\$ 100,000	\$ 75,000	\$ 100,000	\$ 25,000
System Failure (not a security breach)	Not Covered		\$ 100,000	\$ 25,000
Cyber Crime				
Computer Fraud	\$ 2,000,000	\$ 75,000	\$ 2,000,000	\$ 25,000
Funds Transfer Fraud (Not Directed by Insured)	\$ 2,000,000	\$ 75,000	\$ 2,000,000	\$ 25,000
Social Engineering Fraud	\$ 100,000	\$ 75,000	\$ 250,000	\$ 25,000
Telecom Fraud	\$ 100,000	\$ 75,000	\$ 100,000	\$ 25,000

9. What is your process for reviewing policies and endorsements for accuracy and conformance with negotiated coverage? Who is responsible for this verification? Do you have a process currently in place?

Response:

Quality Control

Our Agency Management Systems (AMS 360) and other Quality Control guidelines ensure that tasks and activities are completed in a timely manner. Brown & Brown has an extensive quality control process that assures the quality and accuracy of all transactions and processes. This includes the review of all insurance policies, communications and invoices. It is imperative to maintain strict controls and protocols in all facets of our business to ensure that our clients' requests, communications and financial transactions are conducted with the utmost accuracy and consistency. Brown & Brown utilizes a separate internal audit division to ensure that these protocols and procedures are strictly followed. This division is accountable only to the CEO of Brown & Brown. We are audited twice a year for financial transactions and for adherence to quality service processes and procedures. We are consistently in the top 5% in audit grades among 220 other Brown & Brown offices

We handle each of our client's transactions as expeditiously and accurately as possible. We strive to not only meet our client's expectations but to exceed them. Each transaction and all communications of each client's program are carefully documented so that any employee can pick up the file at a moment's notice and seamlessly continue services. We review each policy for accuracy using a detailed checklist. Our checklist contains not only standard policy terms but also any custom terms and conditions that we have negotiated for our clients. Brown & Brown's risk management department is responsible for review and audit of policies, endorsements and invoices. This department manages our larger and more complex clients, including the City of Ocala.

There are three employees responsible for verification and accuracy of client information. The Team Leader, Paul Dawson, Account Manager, Danielle Coggon and Director of Operations, Robin Russell.

10. Detail your process to issue and deliver valid binders for insurance policies purchased by the City through the Broker. What information will be included in the binders?

Response:

Our quality control criteria requires that accurate binders are issued at or prior to policy effective dates. Binders can remain in force for only 30 days. If necessary, replacement binders are requested and provided prior to their expiration.

The information in a typical insurance binder includes Insured Name, Carrier Name, Effective Dates, Policy Number, Line of Coverage, Policy Limits, Premium and Applicable Endorsements.

11. How will you assist the City in determining insurance requirements for various City contracts (design, construction, and service)? Will you assist the City in reviewing insurance policies, contracts, leases, and bonds as requested by the City? Do you currently have standard requirements?

Response:

We believe that one of the most critical areas of risk exposure lies within contract liabilities; therefore, we provide contract analysis for our clients, including developing **customized templates** for vendor requirements for use by procurement and other departments. We can conduct training sessions with procurement personnel to ensure implementation of new standards is efficient and understood. In addition, we can assist in setting up a management system for certificate of insurance compliance and provide certificate review for compliance.

There have been numerous court cases in recent years that resulted in a broadening of local government liability exposures as well constriction of sovereign immunity protections. It is therefore imperative to remain knowledgeable of these precedents and their impact on the City's risk management program. We remain vigilant in maintaining a level of knowledge of these cases and adjust our programs and consultation accordingly.

We also make it a point to stay current with changes to ISO policy coverage forms. There have been many new forms introduced by ISO. Many provide less coverage for insureds and additional insureds. It is imperative to stay current as many of these forms do not provide the same level of protection to the City as the older forms. Our recommendations include a requirement for a minimum level of coverage afforded by a specific form, such as the CG 20 26 04 13 Additional Insured endorsement.

It is equally important to amend insurance requirements as new exposures emerge. For example, we have updated our insurance requirement recommendations to include cyber liability coverage and active shooter liability insurance mandates where appropriate. We have most recently added a requirement for vendors to

provide the appropriate credit monitoring, ID theft protection, call centers and health rehabilitation services in the event a security breach is caused by the vendor.

12. Will your service team join client meetings if needed? Are meetings included in your fee?

Response:

Our service team is available to join client meetings, workshops and public meetings. There is never a charge for meeting attendance.

13. Will you audit the City's Workers' Compensation classification coding? If so, explain the process. Is this audit included in your fee, or a separate charge (provide charge amount)?

Response:

Yes, we have audited and corrected many worker's compensation payroll audits for our clients. We are intimately familiar with the process of auditing and realigning NCCI classification codes. We will work with your payroll department to gather the current data including codes and job descriptions. We subscribe to NCCI's National Scopes Manual and maintain all updates in our database to ensure that we have the latest Scope for each code. In 2017 we conducted a class code for the city by reviewing 988 employee codes resulting in realignment of 20 employees.

Brown & Brown would not charge a fee to conduct this audit. Our findings would be presented in a spreadsheet highlighting each employee/code that may be better classified. After receipt of all employee codes, payrolls and job descriptions we anticipate the audit to take 5 to 7 business days.

14. Explain how you will coordinate with the City's HR/Risk Management representative to assure that up-to-date exposure data will be incorporated into the issuance of newly purchased policies.

Response:

We are committed to assisting the City in creating and maintaining accurate exposure data including payroll, buildings, structures, vehicles and equipment. We have spent significant time updating and reconciling the City's data, spreadsheets and reports. Our objective is to minimize the staff's administrative burden and maintain accurate data bases. Our renewal process includes the full review of underwriting data for accuracy, comparing year-over-year data and using city financial reports to ensure underwriting exposures such as payroll, revenue and expenditures are not over or understated.

Property Exposure Data – We have already provided to the City, at no cost, a valuable web-based Property Asset Management Tool. This property management web-based platform is offered by AssetWorks, an industry leading appraisal and asset management company. The system is called AMP and provides the user with an easy and efficient tool to maintain tangible property data including; buildings, contents, property in the open, vehicles, mobile equipment and other fixed assets. AMP greatly increases the integrity of data and has complete conversion capability for catastrophic modeling, proof of loss documentation and a plethora of property-based reports.

15. How will you promptly and accurately process insurance policy certificates and endorsements and other change requests as needed? Outline the timeframes for these processes.

Response:

Brown & Brown adheres to strict quality control guidelines. These guidelines dictate that we deliver accurate documentation to our clients within certain predetermined timeframes.

- Endorsements must be delivered to insureds within 5 business days of receipt
- Policies must be delivered to insureds within two business weeks of receipt
- All binders, endorsements, invoices and policies are checked for accuracy against a detailed checklist and against the proposal that was presented to the insured
- Brown & Brown documents all of the above transactions in our agency management system with compliance audits performed by an outside auditor once per year
- All documentation is provided in both hard copy and electronic formats
- Certificate requests must be completed within 24 hours of receipt

16. Explain your role when representing the City in negotiations with insurers, underwriters, insurance regulatory authorities, and other parties on brokered policies. Do you currently provide such services?

Response:

Brown & Brown's primary responsibility is to be the lead representative and advocate with insurers, claims adjusters, claimants, regulatory authorities, etc. Our goal is to directly handle these functions on behalf of the City in support of our collective goals and to lessen the burden of City staff. We consistently negotiate better terms and rates on behalf of the City with all insurers. For example, in each of the last five years we have requested and obtained better terms after receiving the insurers' initial renewal quote. Our process is not to simply transact insurance but to negotiate the most favorable terms available.

Two of our core competencies are the ability to consistently lower our clients' cost of risk and improve the terms of their policies. We have consistently outperformed our competition in this area. Testament in our ability to negotiate better terms and lower our clients cost can be found in our history with the City and other public entities. We have managed to stabilize the City's total cost of risk despite an increasingly volatile insurance market environment. In comparison with other similar sized cities the City's insurance premium increases have been much lower and rates remain among the lowest available. We have accomplished this over a long period of time by leveraging our relationships with insurers and negotiating tough but fair terms that favor the City.

Our experience with other public entities demonstrates a history of excellent service and consistent improvement in risk transfer programs. Our effort to find the most competitive terms and conditions for our clients is a never-ending process. We nurture and maintain excellent relationships with key and emerging markets, which have traditionally benefited our clients with lower premiums, better coverage and better service. When taking over a new account from a competitor we have never failed to improve the terms and conditions of their insurance program.

An excellent example of our ability and willingness to "go to bat" for the City occurred in 2002. We negotiated a \$100,000 property claims settlement with the City's current insurer (*Preferred*) on behalf of the City even though the date of loss was most likely in a previous carrier's policy period. The other carrier vehemently denied the claim. We recommended filing suit against the insurers involved even though the incumbent program was managed by Brown & Brown's sister company. We were successful in getting all parties at the negotiating table and coordinated a settlement amongst several attorneys, City staff and the insurers excess carriers.

Since that time we have acted as the City's claim advocate and have been instrumental in many favorable claim settlements. We have not yet represented the City in any insurance regulatory proceedings but we would certainly do so if the opportunity arose.

17. How will you coordinate loss control/safety services desired by the City that are available at "no-cost" from the insurers whose policies were purchased through the broker?

Response:

An important part of an effective risk management program is loss control, safety training and risk identification. We have been and will remain proactive in coordinating and facilitating all resources available to the City. The City's primary insurer, Preferred, has dramatically increased the volume and quality of training and educational materials available to the City at no cost. The City is currently taking advantage of many of these programs. There is also a safety and training expense reimbursement that provides the City with up to \$5,000 in matching funds for expenditures focused on safety and training. We send out email reminders to the City to complete the application for these reimbursements each year.

Our procedure and commitment is to promote these programs to the City and facilitate the implementation of every opportunity to improve safety and reduce costs.

18. What is your plan to provide evaluation, training, and education relative to loss control, safety, claims management, and related topics in the area of risk management?

Response:

Mitigating and reducing loss is a key objective of our program, and a tailored loss control plan is the key to lowering the long-term cost of risk. Brown & Brown will coordinate our highly qualified loss control representatives for training, safety audits, policy review, workers' compensation claim reduction and other activities at with your direction. We will be an active partner in assisting loss control, safety and claim reduction efforts, and are committed to providing meaningful risk control tools and analysis. As such, our efforts will be tailored to the specific needs of the City and measured for cost effectiveness.

Our Safety & Risk Management Consultants can identify training needs, risk exposures, and deliver risk management resources. All our consultants have over 20 years of experience. Some of the standard training topics include (but are certainly not limited to):

- Emergency and Hurricane Preparedness
- Defensive Driving
- Vehicle Crash Board
- Return-to Work Programs
- Safety Committee Assistance and Attendance
- Claims Analysis and Corrective Action
- Supervisors Training – ADA, Civil Rights, Discrimination, Bullying, etc.
- Workplace Ergonomics
- Job Hazard Analysis
- Cyber Security, Awareness and Employee Training Tools

Brown & Brown will obtain, analyze, and monitor workers' compensation loss reports and establish meetings with staff to review loss trends. We participate in claims reviews, mitigate claim issues, work directly with adjusters and defense counsel when necessary, and always seek to serve as an extension of our client's risk staff.

19. How often will you provide information concerning new exposures, regulatory requirements, and uninsurable risk? Where is this information garnered from and how will you communicate it to the City?

Response:

We believe it is important to keep our risk managers informed of industry trends, case law, emerging risks and everything risk related. In this endeavor we communicate regularly with newsletters, emails, white papers and webinars.

We monitor each Florida State legislative session for any bills that may affect our clients risk management program. We utilize lobbyist to gain as much information as possible about these bills and share our knowledge with our customers. For example, the last session included House and Senate bills that proposed significant changes to the State Sovereign immunity limits. We provided regular emails with updates as these bills progressed through committees as well as estimates on the financial impact if the bill passed.


This past legislative session included two bills that will have a direct impact on cyber liability risks for local governments. We will be conducting a webinar to explain the impact of HB 7055 and HB 7057 shortly after the Governor signs these bills into law.

To maintain knowledge of changes in Federal and State regulations we use industry watchdogs, daily email alerts and subscribe to numerous insurance and public risk specific publications. have regular contact with Tallahassee insiders throughout the year and especially when the State legislature is in session. We are active members in the Public Risk Management Association, Florida Association of Counties and the Florida League of Cities.

We also meet with the City well in advance of renewal dates to discuss market conditions and other factors influencing insurance terms and conditions. This information is vital to our clients' ability to communicate potential changes in their risk management programs effectively and intelligently to their respective public officials and upstream managers. We understand the current economic climate and the strain that it has put on budgets and personnel. Our objective is to communicate quickly and effectively all of the relevant information that our clients will need to plan for the future and make informed decisions in a timely manner. Brown & Brown provides a quarterly Insurance Market Trend report that provides global and national insight of industry trends and emerging risks. These are shared with clients to ensure these exposures are managed quickly and effectively




Below is an example of our weekly newsletter which is emailed with links for ease of access to detailed information concerning each topic. The topics come from different sources to present an unbiased publication.




THE WEEKLY RUNDOWN

Presented by




Brown & Brown

April 25, 2022




Guidance on Web Accessibility and the ADA

[CONTINUE READING >](#)




Can New Labor Models Improve the Mental Health of Employees?

[CONTINUE READING >](#)



Cyberattacks, Extortion Worry Directors Most, but Other Issues Warrant Attention

[CONTINUE READING >](#)




Voluntary Benefits on the Rise as Employers Fight for Talent

[CONTINUE READING >](#)

We have also been very proactive with assisting clients navigate the Covid pandemic with regular and timely webinars, newsletters and HR specific guidance.

Below are just a few samples of resources that have been offered to our clients




Brown & Brown
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Investor Relations | NYSE: BRO


Company News

Brown & Brown Offers Access to The Brown & Brown Relief Center to Any Company in Need

DAYTONA BEACH, Fla. (B&B NEWSWIRE) – Brown & Brown Insurance Company, Inc. (NYSE: BRO) has announced that it is providing access to its Brown & Brown Relief Center to any company in need.



Live Stream Series | Update No. 2
COVID-19 ("Coronavirus")
HOSTED BY **Brown & Brown**
INSURANCE*



Join us for a Live Stream on
Coronavirus in the Sunshine State
HOSTED BY **Brown & Brown**
INSURANCE*
FLORIDA

Impacts of Furloughs, Leaves and Layoffs; Navigating Insurance Carrier Financial Relief; Business Income; and Health & Clinical Updates


Wednesday, April 15th | 2:00pm ET **REGISTER NOW**

Navigating COVID-19 Employer & Employee Concerns:
HR Regulatory Guidance, Managing A Remote Workforce & Mental Health


Friday, March 20th | 2:00pm ET, 11:00am PT

REGISTER NOW


— PRESENTERS —




Joel Axler, MD
National Behavior Health Manager
SBA Brown & Brown, Inc.




Nick Karls
Vice President, Regulatory & Legislative Strategy
Hays Companies




Bob Lloyd
Executive Vice President, General Counsel
Brown & Brown, Inc.




Louise J. Short, MD, MSC
National Clinical Leader
Brown & Brown, Inc. & Strategic Benefit Advisors




Josh Becksmith
Executive Vice President
Brown & Brown Jacksonville



Veronica Jimenez
Sr. Vice President, Private Client Leader
Brown & Brown Fort Lauderdale



Bryan Koehler
Executive Vice President, Employee Benefits
Brown & Brown Orlando



Senator Wilton Simpson
The Florida Senate

Please join Brown & Brown Insurance and our team of companies for another installment of our live stream series on COVID-19 ("Coronavirus").

TOPICS COVERED:

- ▶ Furloughs vs. Layoffs: Key Differences & Compliance Concerns
- ▶ Current State of COVID-19-Related Legislation
- ▶ Impact to FMLA, Paid Leave or Disability Provisions
- ▶ Managing A Remote Workforce, Cyber Security & Disability Provisions
- ▶ Update on What We Know About the Virus, the Pandemic, and the Employer Response
- ▶ Psychological Effects of COVID-19: Resources & Mitigation Strategies for Employers

To access this free live stream and additional resources, please visit bbinsurance.com/covid19.

Brown & Brown
INSURANCE*

RETURN TO THE WORKPLACE GUIDE & CHECKLISTS

'Returning to the workplace' is unquestionably a process that is likely to look different for companies based on size, industry, geography, demographics and countless unique business factors.


While most are eager to return to normalcy - the ability to rethink, reopen and reoccupy workplaces or operational cadence takes careful thought and consideration, not only to protect your employees but also your business.

Use this guide as a tool in your response-to-recovery process.

The impacts of COVID-19 have been profound and the path to recovery will remain fluid. As always, follow any local, state or national guidance as it relates to safety, guidelines and recommendations. The information included herein is to help guide you, but it does not replace any guidance from the [Centers for Disease Control \(CDC\)](#), [World Health Organization \(WHO\)](#), [United States Department of Labor](#), [OSHA](#) or local and state laws or guidance.

INCLUDED TOPIC AREAS

1. Decisions to Consider	6. Establishing Systems
2. Policy Reviews	7. Workplace Changes
3. Legal Considerations	8. Customer & Vendor Interactions
4. Preparing your Workforce	9. Planning Ahead
5. Preparing your Workplace	



20. Do you allow insureds to report claims directly to the Carrier?

Response:

Yes; however, the City has the option to report claims directly to our in-house claims department and allow us to report, track and assist in expediting claim settlements.

21. How will you serve as a resource for information on coverage issues, policy interpretation, claims issues, potential exposure, and other issues? Do you have In-House claim professionals available to advise the City of Ocala?

Response:

Information Resource

We are first and foremost available to the City at all times on any matters related to Risk Management. As mentioned earlier in this response we have the expertise and experience to be an excellent resource for all risk management information. Our service structure is organized in such a way that the Team Leader (Mr. Paul Dawson) is intimately involved in all coverage, policy and claims issues. Information regarding the City's risk management program and peripheral issues can be addressed immediately. We believe that in our tenure as the City's insurance broker we have never failed to provide answers, data or results in a timely fashion.

We pride ourselves on our efficiency in answering questions about policy coverage, claim scenarios and policy structure. We have an excellent understanding of the City's current coverage as we are the architect of the program, and we use this knowledge to our advantage. Several years ago, there was a large sinkhole claim that was initially contested by the carrier because the property (tennis courts) was not specifically scheduled on the property policy. We contested this interpretation of the policy and succeeded in securing a \$69,973 claim payment for the City to repair the courts.

Professional Claims Advice

Our history with the City reveals that as a claims advocate we are in your corner and represent your interests first. We will continue to be involved in negotiating claim settlements and assisting with the actual claim administration process. We have numerous claim management professionals and defense attorneys in our organization that provide valuable consultation for complex legal and claim issues.

We have been involved in numerous large claims on behalf of the City and we are proud of the results that we have achieved. On several occasions we have rejected initial declinations from insurers and were successful in obtaining sizable claim proceeds where it appeared none were available. We accomplished this by challenging the carrier's interpretation of the policy language and applying pressure in the right amount and at the right time. In the future we will continue to represent the City in all claims issues. The City's Team Leader, Paul Dawson and our in-house claims professional will assist the City in all claim matters.

22. Detail how you will assist in risk-related contractual agreements.

Response:

We believe that one of the most critical areas of risk exposure lies within contract liabilities; therefore, we provide contract analysis for our clients, including developing **customized templates** for vendor requirements for use by procurement and other departments. We can conduct training sessions with procurement personnel to ensure implementation of new standards is efficient and understood. In addition, we can assist in setting up a management system for certificate of insurance compliance and provide certificate review for compliance. We also offer a 10% reduction in the cost of Ctrax for our clients that choose CTrax as their automated certificate tracking needs. CTrax is a widely used and industry accepted certificate compliance tracking tool.

There have been numerous court cases in recent years that resulted in a broadening of local government liability exposures as well as constriction of sovereign immunity protections. It is therefore imperative to remain knowledgeable of these precedents and their impact on the City's risk management program. We remain vigilant in maintaining a level of knowledge of these cases and adjust our programs and consultation accordingly.

We also make it a point to stay current with changes to ISO insurance policy coverage forms. There have been many new forms introduced by ISO. Many provide less coverage for insureds and additional insureds. It is imperative to stay current as many of these forms do not provide the same level of protection to the City as the older forms. Our recommendations include a requirement for a minimum level of coverage afforded by a specific form, such as the CG 20 26 04 13 Additional Insured endorsement.

It is equally important to amend insurance requirements as new exposures emerge. For example, we have updated our insurance requirement recommendations to include cyber liability coverage and active shooter liability insurance mandates where appropriate. We have just recently amended our cyber liability template to include transferring notification of potentially affected persons onto any vendor that is responsible for an actual or suspected breach. Included in this template are requirements for the vendor to provide other services after a breach such as credit monitoring, ID theft monitoring, staffing a call center, and health records rehabilitation.

23. How do you maintain confidential client data? Describe your firm's process for data security monitoring.

Response:

Confidentiality

Brown & Brown maintains strict protocols controlling all files and correspondence. Each employee signs a confidentiality agreement forbidding any sharing or breach of customer information with anyone but that customer.

In addition, Brown & Brown's electronic data is controlled and maintained by Brown & Brown's Corporate Information Technology Department. Below is a summary of security measures to ensure electronic data remains confidential. ***In the unlikely event of a breach of protected information, we commit to notifying the City as early as appropriate, ideally within 24 hours.***

Brown & Brown IT conducts frequent internal security audits of in place groups, individual accounts, internal and external discussion groups with an emphasis on ensuring that a user:

- » Only has access to the files, folders, and emails relevant to their respective position and responsibilities within Brown & Brown.
- » Brown & Brown IT has a Data Governance Product which reports to a SQL database showcasing user access to network resources.
- » Brown & Brown IT employs a security appliance which monitors and prevents external penetration of the network securing our data and our users from any external malicious impact.
- » Access to all data bases is granted after a two step verification process. Brown & Brown uses a multi-factor authentication safeguard for all system access.

24. Can you provide access to the Carrier's online reporting data or adjuster notes?

Response:

Yes. The City has access to their primary insurers on-line claims system (PGSC-TPA.com). This system includes all adjuster notes and financial data associated with each claim.

25. Will you provide COI review for compliance and provide guidance on coverage to best protect the City's interests?

Response:

Yes. We currently review many COI's for compliance with the City's insurance requirements. Our written response and recommendations (if any) are normally submitted to the City within 24 hours.

The City's current insurance requirements for vendors and contractors has been updated several times in the last few years with our assistance. We will continue to provide advice on amendments to these standards as changes in exposure, industry or regulation require.

If the City utilizes an outside certificate review and compliance system, like Ctrax, we will assist in establishing the parameters required for the automatic analysis of certificates of insurance.

26. State any services you are unable to provide or any deviations from the Scope of Work.

Response:

There are no services that we are unable or unwilling to provide.

27. List performance guarantees.

Response:

Performance guarantees are typically not included in broker contracts. Our performance measurables are very subjective. However we are completely open to any ideas or requests from the City if a performance guarantee is desired.

E. OPTIONAL: Value-Added Programs/Services (2 points):

1. List any additional programs or services provided by your company at no cost to the City (i.e. training programs, written programs, educational classes).
2. This may include OSHA, HR, wellness, safety, etc.

This section is optional and not required. If your firm is not offering any value-added programs and/or services, please state "N/A" or "none" in this section.

Response:

As the largest broker in Florida, Brown & Brown has the ability to provide the City with significant resources and experts at no additional cost. Our team will leverage the full force and experience of these industry experts on behalf of the City, ensuring your benefits service team is the very best available.

FEMA Public Assistance Coordination (No Additional Cost to the City)

Our vast experience in managing large property claims has led us to develop unique programs such as our FEMA Coordination program. This service was created in response to the difficulty that most public entities experienced in dealing with FEMA after the major storms in 2004.

Our first initiative was to gain an intimate understanding of the Stafford Act and its implications in providing public assistance funds in Florida. We then met directly with FEMA representatives in the Lake Mary Long Term Disaster Recovery office and quickly established a procedure and protocol with FEMA personnel that will improve their ability to quickly pay public assistance funds to our clients. We have coordinated the efforts of the insurance carrier's loss adjusters to better align with the data that FEMA requires on their Project Worksheets. These Project Worksheets are an integral part of FEMA's reimbursement process and can significantly slow the process if they are not completed accurately.

We are also committed to working directly with FEMA representatives and consultants to expedite every aspect of the public assistance process.

In the event of a major loss Brown & Brown will be assisting in every step of the claims process as well as the FEMA reimbursement process. We are confident that with the protocols in place we can effectively improve the expediting of claim payments and cash flows

Asset Management Program (No Additional Cost to the City)

AMP is proprietary software to which we subscribe. The program was developed and is maintained by AssetWorks. This web-based system provides an efficient and secure platform for tracking and reporting property data. Uses include loss control, proof of loss documentation, Cat Modeling, historical tracking and insurance marketing. This is available, but not mandatory for our clients to use at no cost. It provides our clients with the following services to support large Property Schedule Maintenance and Claims Management Support.

- **Integration with Existing Appraisal Reports**
- Tracking of Primary and Secondary COPE data
- Document and Valuation Management and Trending
- Dynamic Reporting Tool
- Data Exchange Capability
- Communication capability with Broker for real time property schedule changes

Cyber Resources

In addition to Cyber specialists on staff, a free resource available to the City is access to our **Coalition** vulnerability and response report. Cyber Liability has become an extremely relevant and important coverage. Brown & Brown has innovated a new approach to cyber liability insurance by first identifying, and then providing resources to control real exposures. Via this resource, we will provide the City a report of vulnerabilities and loss recommendations.

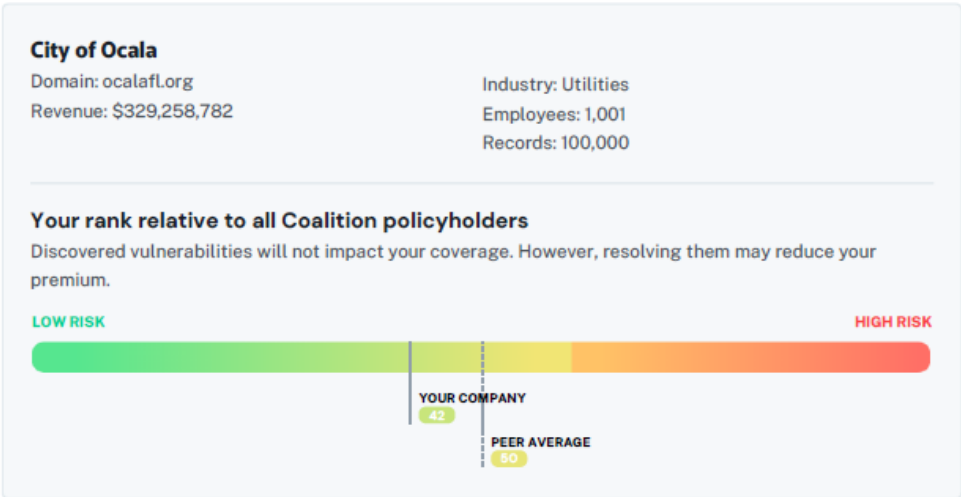
Coalition's signals intelligence platform provides a snapshot of a company's current risk level by using public, external methods (no penetration or intrusive tactics) to:

- » Scan infrastructure for publicly accessible servers, services, and technology
- » Discover exploitable vulnerabilities and misconfigurations in the scanned infrastructure
- » Find exposed available user/employee information
- » Uncover other existing threats hidden on the dark web
- » Discover proactive measures already taken by the company

Below is one section of the 25-page Risk Assessment Report for the City.

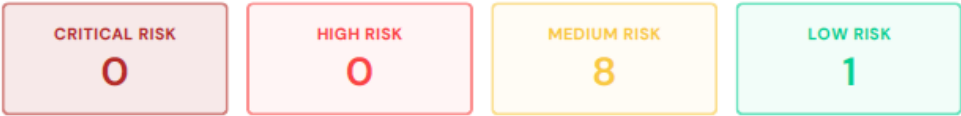
1 Executive Summary

This assessment evaluates cybersecurity risk using data-driven, objective, and publicly available metrics together with Coalition's proprietary claims data. The findings and recommendations in this report are intended to help proactively identify, quantify, and manage cybersecurity risk. All findings can be investigated in greater detail using Coalition Control.



Vulnerabilities by Criticality

Prioritized list of vulnerabilities we found on your assets. Critical vulnerabilities represent an active threat and should be remediated as soon as possible.



Detected Assets

Outside-in view of the Web properties we identified.

DOMAINS	IPS	APPLICATIONS	SERVICES	HOSTING
15	50	14	25	2

This data, combined with Coalition’s proprietary claims and loss data provides:

- » A relative measure of the company’s defensive security posture compared to organizations scanned by Coalition
- » A clear, fact-based assessment of potentially weak security areas and steps to fix them
- » Recommendations on how the company can further secure their infrastructure informed by actual losses experienced by Coalition policyholders

We have many additional training and safety resources that are available at no cost but due to space constraints we are not able to detail the offering.

Price Proposal

20 points

F. Price Proposal (20 points):

1. Provide a **FLAT FEE** annual price based on the Scope of Work.
 - This fee should be full compensation for the broker's professional services and shall include any and all travel required by the broker to meet with City staff as outlined in the Scope of Work and the proposer's approach and methodology.
 - Additional compensation will not be paid to the broker or to any other party and is strictly prohibited. **Any and all additional compensation or commissions, as part of brokered policies, paid to any party, including brokers, wholesale brokers, or third-party intermediaries, must be promptly returned to the City.**
 - Broker may not accept any type of compensation without full disclosure to the City of the dollar amount or percentage of compensation prior to binding the insured's coverage along with fully refunding the compensation to the insured.
 - Failure to disclose third-party compensation agreements/understandings to the City may result in bid rejection or future contract termination.

Response:

FLAT FEE PRICING	
ANNUAL (12-Month Pricing):	\$78,500*
CONTRACT TERM TOTAL: <i>January 1, 2023 - December 31, 2025</i>	\$235,500*

*The exception to the Fee Proposal is for policies that are written in the National Flood Insurance Program. This program is a Federal government program falling under the direction of FEMA. In April 2012 FEMA issued a memorandum of understanding directing the administrators (underwriting and policy issuance companies) to prohibit the practice of rebating or returning of commissions for flood policies written in the National Flood Insurance Program. Violations of this directive can result in agents having the contracts with NFIP administrators revoked. Consequently, Brown & Brown attorneys have determined that in order to maintain our good standing with NFIP and supporting administrators we will comply with this directive for all NFIP policies and all broker agreements.

TITLE	REVISED FOR SIGNATURES - Agreement for Property and Casualty.....
FILE NAME	REVISED - Contrac... (RSK 220392).pdf
DOCUMENT ID	1a9fc2ac28e50e1026cd60437d0e8edbe26ea3a1
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

09 / 28 / 2022

10:40:34 UTC-4

Sent for signature to Robert W. Batsel, Jr.
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(ibethea@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org)
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VIEWED

09 / 28 / 2022

13:40:52 UTC-4

Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
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SIGNED

09 / 28 / 2022

13:41:28 UTC-4

Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
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09 / 28 / 2022

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STATUS	● Signed

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Signed by Risk Management Associates, Inc.
(matt.montgomery@bbrown.com)
IP: 99.40.166.196



10 / 03 / 2022
17:37:41 UTC-4

Viewed by Ire Bethea Sr. (ibethea@ocalafl.org)
IP: 24.250.250.64



10 / 03 / 2022
17:40:47 UTC-4

Signed by Ire Bethea Sr. (ibethea@ocalafl.org)
IP: 24.250.250.64



10 / 04 / 2022
10:43:12 UTC-4

Viewed by Angel Jacobs (ajacobs@ocalafl.org)
IP: 216.255.240.104



10 / 04 / 2022
10:43:24 UTC-4

Signed by Angel Jacobs (ajacobs@ocalafl.org)
IP: 216.255.240.104



10 / 04 / 2022
10:43:24 UTC-4

The document has been completed.



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0294

Agenda Item #: 10g.

Submitted By: Todd Swanson

Presentation By: Todd Swanson

Department: Human Resources and Risk Management

FORMAL TITLE:

Additional expenditures under the Agreement with Premise Health Employer Solutions, LLC, for the period ending December 31, 2025, in an amount not to exceed \$425,000

OCALA'S RELEVANT STRATEGIC GOALS:

Fiscally Sustainable, Operational Excellence

PROOF OF PUBLICATION:

N/A

BACKGROUND:

The City of Ocala is self-insured for health insurance and pharmacy drug claims and has established an on-site health and wellness center as a cost-saving measure for both the City and its employees. Employees, retirees, and their dependents enrolled in the City's health insurance plan can utilize medical services and receive generic prescription drugs at no cost, with the remaining cost absorbed by the City's self-insured plan. The health and wellness center also provides occupational health services to the City, which include physicals for new hires and services for employees injured on the job.

The City of Ocala has contracted for the operation of its on-site employee health and wellness clinic since December 15, 2008. In 2013, Council approved a three-year agreement for clinic services with CareHere, LLC, (now known as Premise Health Employer Solutions, LLC) through December 31, 2015. Since that time, the City has continued clinic operations through successive amendments. The most recent amendment extended the contract for a three-year term ending December 31, 2025, in an amount not to exceed \$4,090,087.

FINDINGS AND CONCLUSIONS:

Expenditures to date under the contract total \$4,191,290.95. The funds allocated for the current renewal term have been exhausted due to increased employee utilization and rising medical costs. Staff anticipates that the City will expend an additional \$425,000 to cover current and anticipated expenses through the end of the contract term, December 31, 2025.

FISCAL IMPACT:

Increasing the expenditure limit for Contract RSK/08-001 will prevent service interruption at the employee clinic and allow the City to close out the contract cleanly before transitioning to a new contract with Premise Health in January 2026. Expenses associated with this contract have been budgeted for and are available in account 627-015-316-512-51-34010. Staff recommends approval.

PROCUREMENT REVIEW:

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

LEGAL REVIEW:

The underlying Agreement was reviewed and approved as to form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

Table or deny.

From: [Megan Dugan](#)
To: [Ciara Torres](#); [Daphne Robinson](#); [Patricia Lewis](#)
Cc: [Todd Swanson](#); [Paulina Edmond](#)
Subject: RE: Premise Health Employer Solutions Contract (RSK/08-001)
Date: Friday, November 14, 2025 10:17:06 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

Good morning,

I reviewed the contract again. There is still \$170,434.25 encumbered on the contract. However, the to-date amount spent for the current term (1/1/23 – 12/31/25) is \$4,191,290.95. Per Daphne's email below council approved \$4,090,087 on September 5, 2025, for the current term. This puts the current term over council approval by \$101,203.95. To do a change order to approve adding additional expenditures, council approval would be needed.

159185	203687	2,023	01/01/2023	20,118.00	20,118.00 Paid	30,548	01/26/2023
183478	207432	2,023	01/31/2023	99,453.45	99,453.45 Paid	34,905	09/14/2023
160158	206035	2,023	02/01/2023	20,160.00	20,160.00 Paid	30,832	02/09/2023
183513	209769	2,023	02/28/2023	85,410.41	85,410.41 Paid	34,906	09/14/2023
183524	208202	2,023	03/01/2023	20,328.00	20,328.00 Paid	34,912	09/14/2023
183514	211443	2,023	03/31/2023	92,690.50	92,690.50 Paid	34,907	09/14/2023
183525	210417	2,023	04/01/2023	20,496.00	20,496.00 Paid	34,913	09/14/2023
183517	213589	2,023	04/30/2023	88,192.32	88,192.32 Paid	34,908	09/14/2023
183529	212693	2,023	05/01/2023	20,727.00	20,727.00 Paid	34,914	09/14/2023
183519	216016	2,023	05/31/2023	127,589.77	127,589.77 Paid	34,909	09/14/2023
183531	215073	2,023	06/01/2023	20,916.00	20,916.00 Paid	34,915	09/14/2023
183521	218644	2,023	06/30/2023	95,652.50	95,652.50 Paid	34,910	09/14/2023
183535	217148	2,023	07/01/2023	20,160.00	20,160.00 Paid	34,916	09/14/2023
183522	220924	2,023	07/31/2023	87,129.39	87,129.39 Paid	34,911	09/14/2023
183537	219237	2,023	08/01/2023	20,496.00	20,496.00 Paid	34,917	09/14/2023
184078	223093	2,023	08/31/2023	121,235.13	121,235.13 Paid	35,187	09/28/2023
183540	221409	2,023	09/01/2023	20,559.00	20,559.00 Paid	34,918	09/14/2023
204618	224687	2,023	09/30/2023	101,841.73	101,841.73 Paid	35,583	10/19/2023
211615	223479	2,024	10/01/2023	20,727.00	20,727.00 Paid	35,584	10/19/2023
235138	225840	2,024	10/26/2023	20,811.00	20,811.00 Paid	35,942	11/09/2023
236331	227827	2,024	10/31/2023	132,377.37	132,377.37 Paid	36,064	11/16/2023
237153	228328	2,024	11/18/2023	21,000.00	21,000.00 Paid	36,371	12/07/2023
239566	229842	2,024	11/30/2023	94,742.56	94,742.56 Paid	36,797	01/04/2024
242722	232179	2,024	12/31/2023	100,470.62	100,470.62 Paid	37,275	02/01/2024
241805	230654	2,024	01/01/2024	21,021.00	21,021.00 Paid	36,933	01/11/2024
246617	232839	2,024	02/12/2024	21,063.00	21,063.00 Paid	37,579	02/15/2024
246634	234154	2,024	02/12/2024	92,898.89	92,898.89 Paid	37,580	02/15/2024
246996	234872	2,024	02/29/2024	21,273.00	21,273.00 Paid	37,988	03/07/2024
251838	236582	2,024	03/19/2024	107,409.10	107,409.10 Paid	38,273	03/21/2024
256954	238139	2,024	03/31/2024	95,212.02	95,212.02 Paid	38,986	04/25/2024
252796	237088	2,024	04/01/2024	21,294.00	21,294.00 Paid	38,600	04/04/2024
261803	240414	2,024	05/01/2024	91,496.84	91,496.84 Paid	39,540	05/23/2024
259875	239301	2,024	05/03/2024	21,378.00	21,378.00 Paid	39,275	05/09/2024
266512	243206	2,024	05/31/2024	132,046.71	132,046.71 Paid	40,293	07/03/2024
263685	241475	2,024	06/10/2024	21,147.00	21,147.00 Paid	39,934	06/13/2024
267033	243672	2,024	07/01/2024	21,273.00	21,273.00 Paid	40,442	07/11/2024
268494	245265	2,024	07/26/2024	135,654.99	135,654.99 Paid	40,845	08/01/2024
272454	247313	2,024	07/31/2024	112,186.30	112,186.30 Paid	41,402	08/29/2024
270109	245689	2,024	08/07/2024	21,231.00	21,231.00 Paid	40,983	08/08/2024
273057	247727	2,024	08/26/2024	21,294.00	21,294.00 Paid	41,536	09/05/2024
277129	249081	2,024	08/31/2024	119,944.55	119,944.55 Paid	42,099	10/03/2024
278978	251682	2,024	09/30/2024	97,940.68	97,940.68 Paid	42,357	10/17/2024
279972	249791	2,025	10/21/2024	21,756.00	21,756.00 Paid	42,590	10/31/2024
282543	253763	2,025	10/31/2024	125,939.31	125,939.31 Paid	43,192	12/05/2024
282377	252053	2,025	11/01/2024	21,966.00	21,966.00 Paid	42,874	11/14/2024
285746	255640	2,025	11/30/2024	100,758.23	100,758.23 Paid	43,513	12/19/2024
290640	258127	2,025	12/31/2024	112,843.11	112,843.11 Paid	44,154	01/30/2025
292818	260058	2,025	01/31/2025	120,849.64	120,849.64 Paid	44,571	02/20/2025
295836	261400	2,025	02/28/2025	117,392.54	117,392.54 Paid	45,149	03/20/2025
299893	263967	2,025	03/31/2025	109,637.52	109,637.52 Paid	45,844	04/24/2025
302336	265666	2,025	04/30/2025	117,380.44	117,380.44 Paid	46,275	05/15/2025
305402	267630	2,025	05/31/2025	169,700.85	169,700.85 Paid	46,883	06/18/2025
308329	269605	2,025	06/30/2025	114,808.49	114,808.49 Paid	47,466	07/17/2025
312304	271747	2,025	07/31/2025	134,156.54	134,156.54 Paid	48,166	08/21/2025
315569	273782	2,025	08/31/2025	136,624.03	136,624.03 Paid	48,750	09/18/2025
319177	275809	2,025	09/30/2025	138,430.42	138,430.42 Paid	49,331	10/16/2025
		TO DATE		4,191,290.95			

Thank you,



Megan Dugan
Procurement & Contract Coordinator

Phone: 352.629.8563
E-Mail: mdugan@ocalafl.gov

110 SE Watula Avenue
City Hall, Third Floor
Ocala, Florida 34471

From: Ciara Torres <CTorres@ocalafl.gov>

Sent: Thursday, November 13, 2025 11:18 AM

To: Daphne Robinson <drobinson@ocalafl.gov>; Patricia Lewis <plewis@ocalafl.gov>; Megan Dugan <mdugan@ocalafl.gov>

Cc: Todd Swanson <tswanson@ocalafl.gov>; Paulina Edmond <pedmond@ocalafl.gov>

Subject: FW: Premise Health Employer Solutions Contract (RSK/08-001)

Good Morning,

Since this contract was supposed to expire on 12/31/2025, we opted to complete a 3-year renewal with PremiseHealth. HR is aiming to present it on the 12/2/2025 council meeting. I will enter it as a contract request hopefully by tomorrow as I am waiting on the amended statement of work from their legal team. I will enter this as a new contract as to ensure the previous contract RSK/08-001 is closed out.

In the meantime, for the timeframe of 10/1/2025-12/31/2025, under (RSK/08-001), since there are funds available it appears from the email string below, am I able enter a change order for the expected expenditures for that window of time? I don't anticipate needing that whole balance from that window and was planning on entering the estimated expenditures.

Sincerely,

Ciara Torres, SHRM-CP
Benefits Administrator, HR/Risk Management
110 SE Watula Avenue, Ocala, FL 34471
Phone: 352-401-3988
Fax: 352-401-6942
ctorres@ocalafl.gov



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

Schedule your Annual Health Risk Assessment today. 352-663-9156 | www.mypremisehealth.com
Employee Assistance Program 888-238-6232 | www.resourcesforliving.com

From: Todd Swanson <tswanson@ocalafl.gov>

Sent: Monday, October 20, 2025 10:46 AM
To: Ciara Torres <CTorres@ocalafl.gov>
Cc: Paulina Edmond <pedmond@ocalafl.gov>
Subject: FW: Premise Health Employer Solutions Contract (RSK/08-001)

FYI... more fun to be had!

Regards,

Todd Swanson, [SHRM-SCP](#)
Director - HR & Risk Management
110 SE Watula Ave, Ocala, FL 34471
HR Main 352.629.8359 | Fax 352.401.6942
Direct 352.629.8365 | Cell 352-789-0773
tswanson@ocalafl.gov



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

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Employee Assistance Program 888-238-6232 | www.resourcesforliving.com**

From: Daphne Robinson <[drobinson@ocalafl.gov](mailto:d robinson@ocalafl.gov)>
Sent: Friday, October 17, 2025 6:33 PM
To: Todd Swanson <tswanson@ocalafl.gov>
Cc: Patricia Lewis <plewis@ocalafl.gov>; Megan Dugan <mdugan@ocalafl.gov>
Subject: Premise Health Employer Solutions Contract (RSK/08-001)

Good evening Todd,

Patti spoke to me earlier this afternoon about the Budget Acknowledgement and Acceptance document related to the above referenced contract that requires signatures. I performed some research to obtain a current status on the contract for you as it appears to have some of the same issues that were present in other older contracts that we have recently worked through together. Given the age of the contract, the true accounting is not available on Munis.

Please keep this e-mail for future reference and attach it to the Munis contract for auditing purposes. When this agreement expires, we should close Munis Contract No. RSK/08-001

and start a new contract to prevent confusion moving forward.

Original Agreement

The Original Agreement was brought to Council on December 4, 2012. Similar to the ElectRx contract, the previous HR Director did not seek an express expenditure authorization for the initial three year term which began on January 1, 2013 and would have ended on December 31, 2015. The full agenda item and contract are both attached to this email.

Expenditure thresholds would have been loaded in Eden. We do not have access to that information and do not know how much was actually spent.

CITY OF OCALA
CITY COUNCIL REPORT

Council Meeting Date: 12/04/12

Subject: Contract with CareHere, LLC

Submitted By: Jared Sorensen

Department: Human Resources & Risk

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item (ID # 5121) the contract with CareHere, LLC in partnership with Crowne Consulting Group for providing an on-site health center

OCALA'S RELEVANT STRATEGIC GOALS: 1 Balance all funds for fiscal sustainability

PROOF OF PUBLICATION:

BACKGROUND:

In February, 2008, an RFP was issued to obtain competitive proposals from qualified and experienced firms to provide worksite healthcare services, including pre-employment health screening functions, occupational and non-occupational health services, on-site basic health services and involvement in wellness and disease management programs. The goal was to achieve efficient and optimal screening of employees as they enter the City's workforce and provide basic healthcare and wellness/disease management, as well as preventative medicine and various testing services.

On December 15, 2008, City Council approved a three year contract with CareHere, LLC in partnership with Crowne Consulting Group to provide an on-site health center for City health insurance plan participants and dependents. On November 15, 2011, City Council approved a 1 year renewal with CareHere, LLC to continue the services at the City's Health Center.

The current contract is due to expire December 16, 2012. Staff met with Crowne Consulting Group and negotiated the following provisions:

ARTICLE II COMPENSATION

2.01 Monthly Fee. No later than the 10th day of each calendar month immediately following the receipt of the CareHere invoice, the City shall pay to CareHere the amount of \$23.00 per employee and retiree (living within a 50 mile radius) on the City group health insurance plan, per month for furnishing the Medical Professional and the other services provided under this Agreement during the immediately preceding calendar month. For group health non-insured City employees, up to 25 employees, CareHere will provide HRAs (health risk assessments), occupational and wellness services at the clinic at no cost to the City. For group health non-insured City employees, over 25 employees, the City shall pay to CareHere the amount of \$15.00 per employee per month for those employees to have eligibility at the clinic for HRAs (health risk assessments), occupational and wellness services.

2.02 Additional Fees. In advance of the first day of each month, CareHere shall submit an amount equal to the sum of the estimate of that month's medical expenditures and an adjustment from prior months' actual expenditures for Medical Professional and Medical Assistant fees, medical supplies, equipment and other items that may be required by CareHere or the Medical Professional to provide adequate Medical Services under this Agreement. The City shall be responsible to pay CareHere such amount invoiced no later than 30 days following the receipt of the CareHere invoice.

ARTICLE III TERM AND TERMINATION

3.01 Term. This Agreement shall be for a term of three (3) years commencing on the date of this Agreement, subject to earlier termination in accordance with this Agreement.

3.02 Renewal. This agreement shall renew for additional three (3) year terms unless terminated in writing by either party under the notice requirements stipulated in Section 3.03-3.04.

First Amendment

On July 8, 2015, the First Amendment was brought to Council. Again, HR did not seek an express expenditure authorization for the three year renewal term. Moreover, the contract term reflected on the face of the contract was for a **four** year term, instead of a three year term as allowable under the original agreement. The contract term should have expired on December 31, 2018 and not December 31, 2019. This renewal was processed under the Eden system and I cannot tell how much was allocated under the contract. Tracking in Munis began in or about October of 2018. Based on the limited amount of information available, \$1,370,131.93 was spent through December 31, 2019.

CITY OF OCALA CITY COUNCIL REPORT

Council Meeting Date: 07/07/15

Subject: Contract Renewal with CareHere, LLC

Submitted By: Jared Sorensen

Department: Human Resources & Risk

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item (ID # 8282) renewing the contract with CareHere, LLC for providing an on-site health center for City employees and dependents for a three-year period from January 1, 2016 to December 31, 2019.

OCALA'S RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION:

BACKGROUND:

AMENDMENT # 1 – RENEWAL

CareHere, LLC.
City of Ocala Agreement

Upon execution of this document, the following amendment will become part of the original contract executed on **January 1, 2013** between the parties, the **City of Ocala**, a Florida municipal corporation, and **CareHere, LLC.**, a Florida foreign registered Tennessee limited liability company (EIN: 54-2138297), located at: 5141 Virginia Way, Suite 350, Brentwood, TN 37027.

Contract Renewal Period - **January 1, 2016 to December 31, 2019**

INVOICE	YEAR	INVOICE DATE	INVOICE AMOUNT	LIQUIDATION AMOUNT	INVOICE STATUS	CHECK DATE
INV 27694	2,019	10/01/2018	21,367.00	21,367.00	Paid	10/18/2018
28540	2,019	10/31/2018	88,858.09	88,858.09	Paid	12/13/2018
INV 28378	2,019	11/01/2018	21,390.00	21,390.00	Paid	11/29/2018
INV29340	2,019	11/30/2018	64,178.75	64,178.75	Paid	12/20/2018
29127	2,019	12/01/2018	21,298.00	21,298.00	Paid	12/20/2018
INV30196	2,019	12/31/2018	68,871.42	68,871.42	Paid	04/18/2019
INV29832	2,019	01/01/2019	21,436.00	21,436.00	Paid	01/10/2019
INV31081	2,019	01/31/2019	57,147.05	57,147.05	Paid	02/21/2019
INV30592	2,019	02/01/2019	21,919.00	21,919.00	Paid	02/14/2019
INV31724	2,019	02/28/2019	71,146.93	71,146.93	Paid	03/28/2019
31313	2,019	03/01/2019	21,919.00	21,919.00	Paid	03/14/2019
INV32296	2,019	03/31/2019	69,702.00	69,702.00	Paid	04/18/2019
31956	2,019	04/01/2019	21,896.00	21,896.00	Paid	04/18/2019
INV33035	2,019	04/30/2019	67,296.26	67,296.26	Paid	05/23/2019
INV32652	2,019	05/01/2019	21,896.00	21,896.00	Paid	05/09/2019
INV33712	2,019	05/31/2019	84,266.11	84,266.11	Paid	06/20/2019
INV33302	2,019	06/01/2019	22,011.00	22,011.00	Paid	06/13/2019
34286	2,019	06/30/2019	62,779.07	62,779.07	Paid	07/18/2019
33971	2,019	07/01/2019	21,988.00	21,988.00	Paid	07/11/2019
INV35066	2,019	07/01/2019	56,857.27	56,857.27	Paid	10/03/2019
INV34651	2,019	08/01/2019	22,034.00	22,034.00	Paid	08/15/2019
INV35705	2,019	08/01/2019	66,048.45	66,048.45	Paid	10/03/2019
INV35326	2,019	09/01/2019	21,988.00	21,988.00	Paid	10/03/2019
36408	2,019	09/30/2019	70,978.73	70,978.73	Paid	10/24/2019
INV36028	2,020	10/01/2019	22,241.00	22,241.00	Paid	11/14/2019
INV37368	2,020	10/31/2019	88,218.26	88,218.26	Paid	11/14/2019
INV36754	2,020	11/01/2019	22,448.00	22,448.00	Paid	11/21/2019
INV37801	2,020	11/30/2019	63,346.33	63,346.33	Paid	01/02/2020
37493	2,020	12/01/2019	22,333.00	22,333.00	Paid	01/09/2020
38684	2,020	12/31/2019	62,273.21	62,273.21	Paid	01/23/2020
END OF 1ST AMENDMENT			1,370,131.93			

Second Amendment


The Second Amendment did not include a compensation value, nor did it identify the renewal term. In compliance with the Original Agreement's requirement for three-year renewals, the renewal term would have been January 1, 2020 through December 31, 2022.

1. **RECITALS.** City and CareHere 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 CareHere 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. **MONTHLY FEE.** Effective **January 1, 2020**, the City shall pay to CareHere **\$21.00 per employee and retiree per month** (living within a 50-mile radius who are enrolled on the City group health insurance plan), for furnishing the Medical Professional and other services provided under this Agreement during the immediate proceeding calendar month. Payment shall be rendered no later than the 10th day of each calendar month following the receipt of a CareHere invoice.

The City shall pay to CareHere **\$0 per employee per month, up to 25 employees and \$15.00 per employee per month, over 25 employees** (who are not-insured under the City group health insurance plan), for providing HRAs (health risk assessments), occupational and wellness services.

The Second Amendment was never brought to Council. Instead, it was executed by Bill Kauffman on behalf of Sandra Wilson. This is concerning because the total amount spent under this Amendment term was \$1,543,473.9, which exceeds Mr. Kauffman's authority.

CITY OF OCALA


A.C.M. Bill Kauffman for
Sandra Wilson
Interim City Manager

INVOICE	YEAR	INVOICE DATE	INVOICE AMOUNT	LIQUIDATION AMOUNT	INVOICE STATUS	CHECK DATE
38231	2,020	01/01/2020	20,517.00	20,517.00	Paid	01/23/2020
39556	2,020	01/31/2020	57,001.43	57,001.43	Paid	02/27/2020
38949	2,020	02/01/2020	20,496.00	20,496.00	Paid	02/27/2020
INV40058	2,020	02/29/2020	67,783.74	67,783.74	Paid	03/19/2020
39691	2,020	03/01/2020	20,454.00	20,454.00	Paid	03/12/2020
INV40790	2,020	03/31/2020	75,216.53	75,216.53	Paid	04/23/2020
INV40392	2,020	04/01/2020	20,391.00	20,391.00	Paid	04/09/2020
INV41376	2,020	04/30/2020	96,020.01	96,020.01	Paid	05/21/2020
INV41038	2,020	05/01/2020	20,538.00	20,538.00	Paid	05/21/2020
INV41827	2,020	05/31/2020	65,716.77	65,716.77	Paid	06/18/2020
41669	2,020	06/01/2020	20,559.00	20,559.00	Paid	06/11/2020
INV42742	2,020	06/30/2020	64,632.09	64,632.09	Paid	07/23/2020
INV42319	2,020	07/01/2020	20,496.00	20,496.00	Paid	07/30/2020
INV43413	2,020	07/31/2020	70,711.46	70,711.46	Paid	08/20/2020
INV43008	2,020	08/01/2020	20,307.00	20,307.00	Paid	08/20/2020
INV43861	2,020	08/31/2020	75,640.73	75,640.73	Paid	10/08/2020
INV43630	2,020	09/01/2020	20,328.00	20,328.00	Paid	09/10/2020
INV44636	2,020	09/30/2020	100,302.52	100,302.52	Paid	10/22/2020

INV44303	2,021	10/01/2020	20,706.00	20,706.00	Paid	10/22/2020
INV45277	2,021	10/31/2020	74,431.41	74,431.41	Paid	11/19/2020
INV44966	2,021	11/01/2020	20,790.00	20,790.00	Paid	11/12/2020
INV45992	2,021	11/30/2020	72,810.26	72,810.26	Paid	12/17/2020
INV45673	2,021	12/01/2020	20,622.00	20,622.00	Paid	12/17/2020
INV46889	2,021	12/31/2020	54,641.67	54,641.67	Paid	01/21/2021
INV46386	2,021	01/01/2021	20,664.00	20,664.00	Paid	01/07/2021
INV47505	2,021	01/31/2021	62,515.31	62,515.31	Paid	02/18/2021
INV47108	2,021	02/01/2021	20,433.00	20,433.00	Paid	02/04/2021
INV48062	2,021	02/28/2021	72,342.13	72,342.13	Paid	03/25/2021
INV47875	2,021	03/01/2021	20,601.00	20,601.00	Paid	03/18/2021
INV48835	2,021	03/31/2021	90,557.29	90,557.29	Paid	04/15/2021
155012	2,021	04/01/2021	20,496.00	20,496.00	Paid	04/15/2021
158461	2,021	04/30/2021	70,755.66	70,755.66	Paid	05/20/2021
156863	2,021	05/01/2021	20,349.00	20,349.00	Paid	05/06/2021
160601	2,021	05/31/2021	81,175.55	81,175.55	Paid	06/24/2021
159177	2,021	06/01/2021	19,929.00	19,929.00	Paid	06/24/2021
161808	2,021	06/30/2021	103,511.58	103,511.58	Paid	07/22/2021
161223	2,021	07/01/2021	19,845.00	19,845.00	Paid	07/08/2021
164062	2,021	07/31/2021	70,286.75	70,286.75	Paid	08/26/2021
163250	2,021	08/01/2021	19,887.00	19,887.00	Paid	08/05/2021
166120	2,021	08/31/2021	79,056.17	79,056.17	Paid	09/30/2021
165254	2,021	09/01/2021	19,845.00	19,845.00	Paid	09/16/2021
169428	2,021	09/30/2021	80,608.53	80,608.53	Paid	10/21/2021
167480	2,022	10/01/2021	19,866.00	19,866.00	Paid	11/10/2021
171769	2,022	10/01/2021	83,570.64	83,570.64	Paid	12/16/2021
169930	2,022	11/01/2021	19,887.00	19,887.00	Paid	11/10/2021
173652	2,022	11/30/2021	101,210.61	101,210.61	Paid	03/17/2022
172295	2,022	12/01/2021	19,929.00	19,929.00	Paid	12/16/2021
175592	2,022	12/31/2021	66,304.28	66,304.28	Paid	02/03/2022
174645	2,022	01/01/2022	20,076.00	20,076.00	Paid	01/27/2022
178473	2,022	01/31/2022	72,086.84	72,086.84	Paid	03/10/2022
176838	2,022	02/01/2022	20,034.00	20,034.00	Paid	02/24/2022
180236	2,022	02/28/2022	74,017.02	74,017.02	Paid	03/24/2022
179147	2,022	03/01/2022	19,992.00	19,992.00	Paid	03/17/2022
183421	2,022	03/31/2022	69,739.22	69,739.22	Paid	04/21/2022
181630	2,022	04/01/2022	19,908.00	19,908.00	Paid	04/14/2022
185822	2,022	04/30/2022	82,907.23	82,907.23	Paid	06/02/2022
183950	2,022	05/01/2022	19,887.00	19,887.00	Paid	05/12/2022
187906	2,022	05/31/2022	111,492.88	111,492.88	Paid	06/23/2022
186431	2,022	06/01/2022	20,034.00	20,034.00	Paid	06/16/2022
189858	2,022	06/30/2022	71,594.81	71,594.81	Paid	07/28/2022
188775	2,022	07/01/2022	20,097.00	20,097.00	Paid	07/07/2022
192467	2,022	07/31/2022	73,779.28	73,779.28	Paid	09/01/2022
191482	2,022	08/01/2022	20,097.00	20,097.00	Paid	08/11/2022
195051	2,022	08/31/2022	74,843.62	74,843.62	Paid	09/27/2022
193706	2,022	09/01/2022	19,908.00	19,908.00	Paid	09/15/2022
196941	2,022	09/30/2022	84,511.10	84,511.10	Paid	10/20/2022
196137	2,023	10/01/2022	20,097.00	20,097.00	Paid	11/17/2022
199630	2,023	10/31/2022	82,777.29	82,777.29	Paid	01/26/2023
198669	2,023	11/01/2022	20,055.00	20,055.00	Paid	11/09/2022
202417	2,023	11/30/2022	106,445.06	106,445.06	Paid	01/26/2023
201264	2,023	12/01/2022	20,286.00	20,286.00	Paid	12/08/2022
204920	2,023	12/31/2022	88,041.05	88,041.05	Paid	01/26/2023
END OF 2ND AMENDMENT			1,543,473.93			

Third Amendment

The Third Amendment was brought to Council on September 5, 2023 and sought Council authority in the amount of \$4,090,087 for the three year renewal term. The Amendment itself incorrectly identified the renewal term as "January 1, 2023 [through] December 31, 2026." A three year term would actually conclude on **December 31, 2025**.

File Number: 2023-1599

ID #: 2023-1599	Type: Agenda Item	Status: Passed
Version: 1	Placement: 8	In Control: City Council
		File Created: 08/04/2023
Presented By: :		Final Action: 09/05/2023
Normal Title: Approve three-year renewal with Premise Health Employer Solutions, LLC for the continued provision of an on-site health and wellness center for City employees, retirees, and dependents in the amount of \$4,090,087.		
Internal Notes:		

3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional three-year term beginning JANUARY 1, 2023 and terminating DECEMBER 31, 2026. Thereafter, this Agreement may be renewed for additional three-year renewal periods by written consent between City and Premise Health.

To date, expenditures under this Renewal Term have only totaled \$2,675,923.20. HR has a total of \$1,414,163.80 in available expenditures to take the contract to the end of the renewal term of December 31, 2026 (but should have been December 31, 2025).

INVOICE	YEAR	INVOICE DATE	INVOICE AMOUNT	LIQUIDATION AMOUNT	INVOICE STATUS	CHECK DATE
203687	2,023	01/01/2023	20,118.00	20,118.00	Paid	01/26/2023
207432	2,023	01/31/2023	99,453.45	99,453.45	Paid	09/14/2023
206035	2,023	02/01/2023	20,160.00	20,160.00	Paid	02/09/2023
209769	2,023	02/28/2023	85,410.41	85,410.41	Paid	09/14/2023
208202	2,023	03/01/2023	20,328.00	20,328.00	Paid	09/14/2023
211443	2,023	03/31/2023	92,690.50	92,690.50	Paid	09/14/2023
210417	2,023	04/01/2023	20,496.00	20,496.00	Paid	09/14/2023
213589	2,023	04/30/2023	88,192.32	88,192.32	Paid	09/14/2023
212693	2,023	05/01/2023	20,727.00	20,727.00	Paid	09/14/2023
216016	2,023	05/31/2023	127,589.77	127,589.77	Paid	09/14/2023
215073	2,023	06/01/2023	20,916.00	20,916.00	Paid	09/14/2023
218644	2,023	06/30/2023	95,652.50	95,652.50	Paid	09/14/2023
217148	2,023	07/01/2023	20,160.00	20,160.00	Paid	09/14/2023
220924	2,023	07/31/2023	87,129.39	87,129.39	Paid	09/14/2023
219237	2,023	08/01/2023	20,496.00	20,496.00	Paid	09/14/2023
223093	2,023	08/31/2023	121,235.13	121,235.13	Paid	09/28/2023
221409	2,023	09/01/2023	20,559.00	20,559.00	Paid	09/14/2023
224687	2,023	09/30/2023	101,841.73	101,841.73	Paid	10/19/2023
223479	2,024	10/01/2023	20,727.00	20,727.00	Paid	10/19/2023
225840	2,024	10/26/2023	20,811.00	20,811.00	Paid	11/09/2023
227827	2,024	10/31/2023	132,377.37	132,377.37	Paid	11/16/2023
228328	2,024	11/18/2023	21,000.00	21,000.00	Paid	12/07/2023
229842	2,024	11/30/2023	94,742.56	94,742.56	Paid	01/04/2024
232179	2,024	12/31/2023	100,470.62	100,470.62	Paid	02/01/2024
230654	2,024	01/01/2024	21,021.00	21,021.00	Paid	01/11/2024
232839	2,024	02/12/2024	21,063.00	21,063.00	Paid	02/15/2024
234154	2,024	02/12/2024	92,898.89	92,898.89	Paid	02/15/2024
234872	2,024	02/29/2024	21,273.00	21,273.00	Paid	03/07/2024
236582	2,024	03/19/2024	107,409.10	107,409.10	Paid	03/21/2024
238139	2,024	03/31/2024	95,212.02	95,212.02	Paid	04/25/2024
237088	2,024	04/01/2024	21,294.00	21,294.00	Paid	04/04/2024
240414	2,024	05/01/2024	91,496.84	91,496.84	Paid	05/23/2024
239301	2,024	05/03/2024	21,378.00	21,378.00	Paid	05/09/2024
243206	2,024	05/31/2024	132,046.71	132,046.71	Paid	07/03/2024
241475	2,024	06/10/2024	21,147.00	21,147.00	Paid	06/13/2024
243672	2,024	07/01/2024	21,273.00	21,273.00	Paid	07/11/2024
245265	2,024	07/26/2024	135,654.99	135,654.99	Paid	08/01/2024
247313	2,024	07/31/2024	112,186.30	112,186.30	Paid	08/29/2024
245689	2,024	08/07/2024	21,231.00	21,231.00	Paid	08/08/2024
247727	2,024	08/26/2024	21,294.00	21,294.00	Paid	09/05/2024
249081	2,024	08/31/2024	119,944.55	119,944.55	Paid	10/03/2024
251682	2,024	09/30/2024	97,940.68	97,940.68	Paid	10/17/2024
249791	2,025	10/21/2024	21,756.00	21,756.00	Paid	10/31/2024
253763	2,025	10/31/2024	125,939.31	125,939.31	Paid	12/05/2024
252053	2,025	11/01/2024	21,966.00	21,966.00	Paid	11/14/2024
255640	2,025	11/30/2024	100,758.23	100,758.23	Paid	12/19/2024
258127	2,025	12/31/2024	112,843.11	112,843.11	Paid	01/30/2025
260058	2,025	01/31/2025	120,849.64	120,849.64	Paid	02/20/2025
261400	2,025	02/28/2025	117,392.54	117,392.54	Paid	03/20/2025
263967	2,025	03/31/2025	109,637.52	109,637.52	Paid	04/24/2025
265666	2,025	04/30/2025	117,380.44	117,380.44	Paid	05/15/2025
267630	2,025	05/31/2025	169,700.85	169,700.85	Paid	06/18/2025
269605	2,025	06/30/2025	114,808.49	114,808.49	Paid	07/17/2025
271747	2,025	07/31/2025	134,156.54	134,156.54	Paid	08/21/2025
273782	2,025	08/31/2025	136,624.03	136,624.03	Paid	09/18/2025
275809	2,025	09/30/2025	138,430.42	138,430.42	Paid	10/16/2025
TO DATE			2,675,923.20			

Budget Acknowledgement and Acceptance Form

The Form presented to Patti does not represent a separate agreement, but appears to be an ancillary confirmation between the parties of what the annual budget is and how expenditures are supposed to be allocated. It also doesn't require additional funds to be added to the contract or additional authority to be obtained. If he is inclined to do so, Chris Watt could execute it.

Hope this helps.



Daphne M. Robinson, Esq., NIGP-CPP
Procurement and Contracting Officer
Director, Procurement & Contracting

Office: 352.629.8343

Cell Phone: 352.999.7572

Facsimile : 352.629.8470

E-Mail : drobinson@ocalafl.gov

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Item Details

File Number: 2023-1599

ID #: 2023-1599

Type: Agenda Item

Status: Passed

Version: 1

Placement: 8

In Control: City Council

File Created: 08/04/2023

Presented By: :

Final Action: 09/05/2023

Item Title: Approve three-year renewal with Premise Health Employer Solutions, LLC for the continued provision of an on-site health and wellness center for City employees, retirees, and dependents in the amount of \$4,090,087.

Internal Notes:

Target Meeting: 09/05/2023

Agenda Number: 8e.

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - Third Amendment Premise Health Employer Solutions LLC (RSK 08-001) (002).pdf, Executed - 2nd Amendment CareHere, LLC - RSK-08-001, Executed - 1st Amendment - CareHere - RSK-08-001, Executed CareHere Agreement~1 (1)

Enactment Number:

Recommendation:

Hearing Date:

Entered by:

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/27/2023	Devan Kikendall	Approve	8/29/2023
1	2	8/27/2023	Chris Watt	Approve	8/30/2023
Notes: Approved: Out of Office					
1	3	8/28/2023	Jeannine Robbins	Delegated	
1	4	8/28/2023	Tammi Haslam	Delegated	
1	5	8/28/2023	Cindy Krepps	Approve	8/30/2023
1	6	8/28/2023	Jeannine Robbins	Delegated	
1	7	8/28/2023	Patricia Lewis	Approve	8/30/2023
1	8	8/28/2023	Daphne Robinson	Approve	8/30/2023
Notes: Added 1st amendment, reviewed contract draft, updated council report					
1	9	8/29/2023	Jeannine Robbins	Approve	8/30/2023
1	10	8/29/2023	Peter Lee	Approve	8/31/2023

History of Legislative File

Item Details Continued (2023-1599)

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/05/2023	Approved				Pass
	Action Text:	There being no further discussion the motion carried by roll call vote.					
	Notes:	There being no discussion the motion carried by roll call vote.					
		Aye: 5	Council President Mansfield, Council Member Bethea Sr, Pro Tem Dreyer, Council Member Musleh, and Council Member Hilty Sr				

Text of Legislative File 2023-1599

Approve three-year renewal with Premise Health Employer Solutions, LLC for the continued provision of an on-site health and wellness center for City employees, retirees, and dependents in the amount of \$4,090,087.

BACKGROUND:

The City of Ocala is self-insured for health insurance and pharmacy drug claims and has provided an on-site health and wellness center as a cost-saving measure to both the City and its employees. Employees, retirees, and their dependents enrolled in the City's health insurance plan can utilize medical services and receive generic prescription drugs at no cost, with the remaining cost absorbed by the City's self-insured plan. The health and wellness center also provides occupational health services for the City which include new hire physicals and employees injured at work.

FINDINGS AND CONCLUSIONS:

In 2021, there were 1,586 unique patients who utilized the center. The total number of labs drawn was 9,153, with 8,292 medications dispensed, 367 health risk conditions discovered, and 12,862 medical diagnoses treated, which resulted in a potential cost avoidance of \$1,967,320.

In 2022, there were 1,189 unique patients who utilized the center. The total number of labs drawn was 11,005, with 7,008 medications dispensed, 134 health risk conditions discovered, and 12,588 medical diagnoses treated, which resulted in a potential cost avoidance of \$649,123.

FISCAL IMPACT:

The City pays Premise Health \$23.00 per eligible employee per month which is approximately \$252,000 per year. In addition, there are pass-through costs such as provider, ancillary, prescription, and medical supply costs, etc. Expenses associated with health insurance claims costs, including pharmacy drug claims, have been budgeted for and are available in account 627-015-316-512-51-34010.

PROCUREMENT REVIEW:

The underlying services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:

The amendment will be reviewed and approved for form and legality by the City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes
- Table
- Deny
- Instruct Broker to survey the market for alternative providers for more competitive rates and/or services.

Presentation By: Devan Kikendall



FOURTH AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT

THIS FOURTH AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT ("Fourth Amendment") is entered into by and between the CITY OF OCALA, a Florida municipal corporation ("City"), and PREMISE HEALTH EMPLOYER SOLUTIONS, LLC, a limited liability company duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN# 62-1625299) ("Premise Health").

WHEREAS, on January 1, 2013, City and CareHere, LLC entered into an Agreement to provide physicians or physician extenders (nurse practitioners or physician assistants) and/or nurses and/or medical assistants to perform certain medical services to the employees of the City of Ocala (the "Original Agreement"), City of Ocala Contract No.: RSK/08/001; and

WHEREAS, on January 1, 2016, City and CareHere, LLC entered into a First Amendment of CareHere, LLC City of Ocala Agreement ("First Amendment") to renew the term of the Original Agreement for an additional three-year term from January 1, 2016 to December 31, 2019; and

WHEREAS, on February 3, 2020 City and CareHere, LLC entered into a Second Amendment of CareHere, LLC City of Ocala Agreement ("Second Amendment") to amend the Monthly Fee; and

WHEREAS, on October 1, 2020, Premise Health Holding Corp., the parent company of Premise Health Employer Solutions, LLC, acquired CareHere, LLC; and

WHEREAS, on January 1, 2023, CareHere, LLC assigned all rights, interests, and obligations held by CareHere, LLC under the Original Agreement to Premise Health Employer Solutions, LLC as part of a reorganization; and

WHEREAS, on September 15, 2023 City and Premise Health Employer Solutions, LLC entered into a Third Amendment of CareHere, LLC City of Ocala Agreement ("Third Amendment") to extend the Original Agreement, as amended, for an additional three-year term from January 1, 2023 to December 31, 2026; and

WHEREAS, City and Premise Health now desire to amend the Original Agreement to address assignment documentation, changes to professional liability insurance, restricted access to patient information, and the transferability of the Agreement to affiliates without notice.

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 Premise Health agree as follows:

1. **RECITALS.** City and Premise Health 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 Premise Health, 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. **AMENDMENT TO SECTION 4.01(e) – CERTIFICATES.** The language contained in Section 4.01(e) – Certificates of the Original Agreement is hereby deleted and replaced, in its entirety, with the following:

CERTIFICATES: Premise Health shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least B+, showing the City as an Additional Insured. The City of Ocala, Finance Department, located at



110 SE Watula Ave, Ocala, FL 34471, should be shown as the Certificate Holder, and for providing a **thirty (30)** day cancellation notice. Notwithstanding the foregoing, City agrees that certain primary layer coverage required hereunder may be provided through Green Hills Insurance Company, a non-rated Vermont-domiciled Risk Retention Group (NAIC #11941)) principally owned by Premise Health, including its subsidiaries and affiliates.

*Non-rated insurers must be pre-approved by the City Risk Manager or approved in this Agreement.

4. **AMENDMENT TO SECTION 5.06 – ACCESS TO BOOKS AND RECORDS.** The language contained in Section 5.06 – Access to Books and Records in the Original Agreement is hereby deleted and replaced, in its entirety, with the following:

ACCESS TO BOOKS AND RECORDS: Both Premise Health and the City mutually consent to grant each other access to their respective financial books and records, as they relate to this Agreement. This access is expressly restricted to financial books and records and specifically excludes, but not by way of limitation, access to patient information.

5. **AMENDMENT TO SECTION 5.07 – ASSIGNMENT.** The language contained in Section 5.07 – Assignment of the Original Agreement is hereby deleted and replaced, in its entirety, with the following:

ASSIGNMENT: Premise Health shall not assign this Agreement to any third party without obtaining prior written consent of the City, which shall not be unreasonably withheld. City acknowledges and consents that Premise Health may assign its contractual rights and delegate the provision of Services outlined herein to an affiliate or Affiliated P.C. (defined as a professional corporation, professional association, or similarly instructed legal entity duly qualified in the state where each Health Center is situated, and with which Premise Health or one of its subsidiaries maintains a management services agreement), or in connection with a sale, merger, acquisition, reorganization, or by operation of law without prior written consent of the City, provided that any successor in interest shall be financially able to provide Services without material negative impact on the City. Except as otherwise specified herein, this Agreement is legally binding upon and insures to the benefit of the involved Parties, as well as their respective successors and authorized assigns.

6. **AMENDMENT TO EXHIBIT A.** The document attached to the Original Agreement **Exhibit A – Standard Scope of Services** is hereby amended to incorporate **Exhibit A-1, Schedule 1 to Exhibit A** and **Attachment 1 to Exhibit A**, attached hereto.
7. **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 email. All notices shall be addressed to the respective parties as follows:

If to Premise Health:	Premise Health Employer Solutions, LLC Attention: Legal Department 5500 Maryland Way, Suite 120 Brentwood, TN 37027 E-Mail: Legal@premisehealth.com
-----------------------	--



If to City: Daphne Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
PH: 352-629-8343
E-Mail: notices@ocalafl.gov

with copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: cityattorney@ocalafl.gov
PH: 352-401-3972

8. **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.
9. **ELECTRONIC SIGNATURE(S).** Premise Health, 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.
10. **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:

DocuSigned by:
Angel B. Jacobs
8094674C08C644E

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Christopher Watt
925725C09277AED

Christopher Watt
Chief of Staff

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E85E429

William E. Sexton, Esq.
City Attorney

DocuSigned by:
Shannon Farrington
038990D714E8479

Signature

Shannon Farrington

Printed Name

CFO

Title

EXHIBIT A-1**AMENDMENT TO STANDARD SCOPE OF SERVICES**

This Statement of Work and the Schedules attached to this Statement of Work and incorporated herein by this reference (collectively, the "SOW") are effective as of October 1, 2022 and attached to, made a part of, and governed by the Agreement, effective January 1, 2013 by and between City of Ocala ("Client") and Premise Health Employer Solutions, LLC ("Premise Health"). To the extent that there is any conflict between the terms of this SOW, any other SOW, and the Agreement, the Parties agree that the terms of this SOW will govern. All capitalized terms used in this SOW that are not otherwise defined herein will have the meanings assigned to them in the Agreement.

ARTICLE I**LOCATIONS AND SERVICES OFFERED BY LOCATION**

Premise Health operates the City of Ocala Employee Health Center (each, a "Health Center") at:

- 2100 NE 30th Ave. Ocala, 34470 provides the products and services:

Products & Services
eRx Schedule 1

ARTICLE II**DAYS AND HOURS OF OPERATION**

Services are provided Monday through Friday excluding Client holidays. Hours of operation are set forth below, or as mutually agreed to by the Parties from time to time.

Core Services	Operating Schedule
eRx	Monday – Friday 8am - 5pm

ARTICLE III**ELIGIBILITY**

The table below identifies the eligible Participants for each Service. "Participants" may include, Employees, Spouses and Dependents, as defined below.

Products & Services	Participants
eRx	Employees, Spouses, Dependents

CONTRACT# RSK/08-001

3.1. Employees of Client who participate in Client's medical plans ("Employees") and eligible dependents of Employees ("Dependents").

ARTICLE IV
REPORTING AND RETURN ON INVESTMENT

Health Center reporting is provided on a monthly and quarterly basis via the EMR platform. Monthly reports include metrics regarding Participant experience. Quarterly reports build on the monthly report and add Return on Investment (ROI) and clinical outcome metrics. ROI analyses are available after 4 full quarters of operation. A full year of operation allows for a more complete dataset which will reflect in the per member per year savings.

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Schedule 1 to Exhibit A
Provider Dispensing Services

Premise Health provides medications that are available to Participants at the time of the provider visit in quantities up to 90-day supply or as allowed by law, whichever is less. Medications are prescribed and dispensed by Premise Health Personnel having authority to dispense and who are licensed, if applicable, to dispense medications to their patients. Provider dispensing medication expenses are billed directly to the Client.



Attachment 1 to Exhibit A

2023 City of Ocala PCMH Client Budget

3/30/2023

HEALTH CENTER

	2022 Budget (10/1/22 - 9/30/23)	2023 Budget (10/1/23 - 9/30/24)
Staffing Cost (Includes Benefits, Training, and Temp. Staff)	914,154	981,162
Professional Liability Insurance	8,280	8,684
Medication (Onsite Formulary with 150-200 Medications)	145,962	150,423
*Est. Based on Last 12 Months of Operation		
Labs Processed Outside of Health Center (Access to Over 2,000 Labs)	81,503	79,079
*Est. Based on Average of the Last 12 Months of Operation		
Supplies, Hardware Refresh, CLIA Waived Labs, & Misc	9,886	30,843
*Est. Based on Last 12 Months of Operation		
Radiology	4,342	4,913
*Est. Based on Last 12 Months of Operation		
Management Fee - \$21 PEPM		
Management Fee Total Cost	250,488	250,488
TOTAL ANNUAL COST	1,414,615	1,505,591

Key:

Fixed based on Staffing Model

*All other non-color coded categories are variable/pass through as incurred.

- ◆ PLI will increase 5% each year in October.
- ◆ Flu is included in 2023/2024 budget and not included in 2022/2023 budget.
- ◆ Hardware refresh of an estimated \$16,731.85 are included in 2023/2024 budget.

Certificate Of Completion

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Jamil Ramirez

110 SE Watula Avenue

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Ocala, FL 34471

jramirez@ocalafl.org

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William E. Sexton

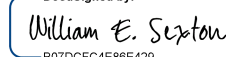
wsexton@ocalafl.org

City Attorney

City of Ocala

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Nathaniel Dallas

Nathaniel.Dallas@premisehealth.com

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Shannon Farrington

Shannon.Farrington@Premisehealth.com

CFO

Security Level: Email, Account Authentication
(None)

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Christopher Watt

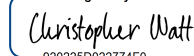
cwatt@ocalafl.org

Chief of Staff

City of Ocala

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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	12/5/2023 9:01:09 AM
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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:

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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..

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



THIRD AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT

THIS THIRD AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **PREMISE HEALTH EMPLOYER SOLUTIONS, LLC**, a limited liability company duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN# 62-1625299) ("Premise Health").

WHEREAS, on January 1, 2013, City and CareHere, LLC entered into an Agreement to provide physicians or physician extenders (nurse practitioners or physician assistants) and/or nurses and/or medical assistants to perform certain medical services to the employees of the City of Ocala (the "Original Agreement"), City of Ocala Contract No.: RSK/08-001; and

WHEREAS, on January 1, 2016, City and CareHere, LLC entered into a First Amendment of CareHere, LLC City of Ocala Agreement ("First Amendment") to renew the term of the Original Agreement for an additional three-year term from January 1, 2016 to December 31, 2019; and

WHEREAS, on February 3, 2020 City and CareHere, LLC entered into a Second Amendment of CareHere, LLC City of Ocala Agreement ("Second Amendment") to amend the Monthly Fee; and

WHEREAS, on October 1, 2020, Premise Health Holding Corp., the parent company of Premise Health Employer Solutions, LLC, acquired CareHere, LLC; and

WHEREAS, on January 1, 2023, CareHere, LLC assigned all rights, interests, and obligations held by CareHere, LLC under the Original Agreement to Premise Health Employer Solutions, LLC as part of a reorganization; and

WHEREAS, City and Premise Health, now desire to extend the Original Agreement, as amended, for an additional three-year renewal period available under the Original Agreement.

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 Premise Health, agree as follows:

1. **RECITALS.** City and Premise Health 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 Premise Health, 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 is hereby renewed for an additional three-year term beginning **JANUARY 1, 2023** and terminating **DECEMBER 31, 2026**. Thereafter, this Agreement may be renewed for additional three-year renewal periods by written consent between City and Premise Health.
4. **NOTICES.** All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:



If to Premise Health:	Premise Health Employer Solutions, LLC Attention: Legal Department 5500 Maryland Way, Suite 300 Brentwood, TN 37027 E-mail: Legal@premisehealth.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3 rd Floor Ocala, Florida 34471 PH: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3 rd Floor Ocala, Florida 34471 PH: 352-401-3972 E-mail: cityattorney@ocalafl.gov

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

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



CONTRACT# RSK/08-001

IN WITNESS WHEREOF, the parties have executed this Third Amendment on 9/15/2023.

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
City Attorney

**PREMISE HEALTH EMPLOYER
SOLUTIONS, LLC**

DocuSigned by:
William D. Wright
5A002ECAE2B444F...
By: William D. Wright
(Printed Name)

Title: General Counsel, Secretary
(Title of Authorized Signatory)

DocuSigned by:


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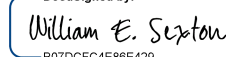
wsexton@ocalafl.org

City Attorney

City of Ocala

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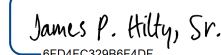
James P. Hilty, Sr.

jhilty@ocalafl.org

President

Security Level: Email, Account Authentication
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Angel B. Jacobs


ajacobs@ocalafl.gov

April 19

City of Ocala

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Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Certified Delivered	Security Checked	9/15/2023 12:53:10 PM
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Completed	Security Checked	9/15/2023 12:53:20 PM
Payment Events	Status	Timestamps
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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

SECOND AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT

THIS SECOND AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT ("Second Amendment") is entered into this 3rd day of February, 2020, by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **CAREHERE, LLC**, a foreign limited liability company duly organized in Tennessee and authorized to do business in the State of Florida (EIN# 54-2138297) ("CareHere").

WHEREAS, on January 1, 2013, City and CareHere entered into an Agreement to furnish physician and medical staff to provide on-site medical services to City staff and retirees (the "Original Agreement"), for a term of three years from January 1, 2013 to December 30, 2015; and

WHEREAS, CareHere has offered to reduce the monthly fee effective January 1, 2020.

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 CareHere agree as follows:

1. **RECITALS.** City and CareHere 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 CareHere 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. **MONTHLY FEE.** Effective **January 1, 2020**, the City shall pay to CareHere **\$21.00 per employee and retiree per month** (living within a 50-mile radius who are enrolled on the City group health insurance plan), for furnishing the Medical Professional and other services provided under this Agreement during the immediate proceeding calendar month. Payment shall be rendered no later than the 10th day of each calendar month following the receipt of a CareHere invoice.

The City shall pay to CareHere **\$0 per employee per month, up to 25 employees and \$15.00 per employee per month, over 25 employees** (who are not-insured under the City group health insurance plan), for providing HRAs (health risk assessments), occupational and wellness services.

4. **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 CareHere:

CareHere, LLC
Ben Baker, Chief Operating Officer
5141 Virginia Way, Suite 350
Brentwood, Tennessee 37027
PH: 615-275-9676 FAX: 615-656-0159
E-mail: bbaker@carehere.com

If to City of Ocala:

Tiffany L. Kimball, Contracting Officer
City of Ocala, City Hall
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8366 FAX: 352-690-2025
Email: tkimball@ocalafl.org

Copy to:

Patrick G. Gilligan, Esquire
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
PH: 352-867-7707 FAX: 352-867-0237
Email: pgilligan@ocalalaw.com


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).** CareHere, 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 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 the date set forth above.

ATTEST:


CITY OF OCALA


Angel B. Jacobs
City Clerk


A.C.M. Bill Kauffman for
Sandra Wilson
Interim City Manager

Approved as to form and legality:

CAREHERE, LLC


Robert W. Batsel, Jr.
Assistant City Attorney




Ben Baker
Chief Operating Officer

AMENDMENT # 1 – RENEWAL

**CareHere, LLC.
City of Ocala Agreement**

Upon execution of this document, the following amendment will become part of the original contract executed on *January 1, 2013* between the parties, the **City of Ocala**, a Florida municipal corporation, and **CareHere, LLC.**, a Florida foreign registered Tennessee limited liability company (EIN: 54-2138297), located at: 5141 Virginia Way, Suite 350, Brentwood, TN 37027.

Contract Renewal Period - *January 1, 2016 to December 31, 2019*

NOTICES. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice): (a) hand delivered by messenger or courier service; (b) faxed, or (c) mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested; addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this paragraph:

- | | | |
|----|-----------------|--|
| a. | If to City: | Tiffany L. Kimball, Director of Contracts
City of Ocala, City Hall
110 SE Watula Avenue
Ocala, FL 34471
E-Mail: tkimball@ocalafl.org
PH: 352-629-8366 FAX: 352-690-2025 |
| b. | With a copy to: | Patrick G. Gilligan, Esquire
Gilligan, Gooding & Franjola P.A.
1531 SE 36 th Avenue
Ocala, FL 34471
E-Mail: pgilligan@ocalalaw.com
PH: 352-867-7707 FAX: 352-867-0237 |

c. With a copy to:

Ben Baker, Chief Operating Officer
CareHere, LLC.

5141 Virginia Way, Suite 350

Brentwood, TN 37027

E-Mail: bbaker@carehere.com

PH: 615-275-9676

FAX: 615-656-0159

AGREEMENT. Except what pertains to this Amendment, all terms and conditions of the Original Agreement will remain in full force and effect and likewise apply to this Amendment.

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized agents this 8 day of July, 2015.


ATTEST:



Angel B. Jacobs

City Clerk

CITY OF OCALA:



Jay A. Musleh

City Council President

APPROVED AS TO FORM AND LEGALITY:



Patrick G. Gilligan

City Attorney



CAREHERE, LLC.:



Ben Baker

Chief Operating Officer

ACCEPTED BY CITY COUNCIL
July 7, 2015
DATE
OFFICE OF THE CITY CLERK

OFFICE OF THE CITY CLERK
DVI

ACCEPTED BY CITY CLERK

CareHere, LLC
City of Ocala Agreement

This Agreement is made and entered into this 15th day of January 2013, by and between City of Ocala ("City") and CareHere, LLC, a Tennessee limited liability corporation ("CareHere").

Recitals:

WHEREAS, CareHere desires to contract with the City to provide physicians or physician extenders (nurse practitioners or physician assistants) and/or nurses and/or medical assistants at the City's place of business to perform certain medical services to the employees of such City and/or their dependents.

WHEREAS, the City desires to contract with CareHere and CareHere desires to contract with the City for CareHere to furnish a physician and medical staff to provide certain onsite medical services to the employees of the City and/or their dependents and retirees on the terms and subject to the conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the City and CareHere hereby agree as follows:

ARTICLE I
PROVISION OF PHYSICIAN OR PHYSICIAN EXTENDERS

1.01 Provision of Medical Professional. CareHere shall furnish a physician(s) and such Physician Extenders (Nurse Practitioner(s) or Physician Assistant(s)) (hereafter collectively referred as "Medical Professional"), and/or nurses and/or medical assistants ("Medical Assistant") as may be necessary to provide the Medical Services (as defined herein) at the offices of City to the employees of the City and/or the dependents thereof. CareHere is not committing to furnish a particular person as the Medical Professional/Medical Assistant and, at any time and from time to time, CareHere may change the Medical Professional/Medical Assistant. City shall have the opportunity to interview all final Medical Professional candidates identified by CareHere. City shall also have the right to request CareHere to remove a Medical Professional. Such request must be in writing, and shall not be unreasonably denied by CareHere.

As used herein, the term "Medical Services" means, with respect to the City, the medical services with respect to which CareHere has agreed to furnish a Medical Professional and/or Medical Assistant pursuant to this Agreement. The Medical Services with respect to which CareHere has agreed to furnish a physician/nurse are listed on Exhibit A.

The City and CareHere may, at any time and from time to time, amend or supplement Exhibit A by mutual written agreement.

1.02 Standards of Medical Professional Performance. CareHere shall contract with the Medical Professional such that the Medical Professional is obligated to perform or deliver the following, supported by a Medical Assistant under the Medical Professional's direction and control:

(a) The Medical Professional shall determine his or her own means and methods of providing Medical Services in connection with this Agreement.

(b) The Medical Professional shall comply with all applicable laws and regulations with respect to the licensing and the regulation of physicians, and shall ensure that the Medical Assistant does the same with respect to the licensing and regulation of nurses.

(c) The Medical Professional and Medical Assistant shall provide the Medical Services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with the standard of care for providing Medical Services provided in the community.

(d) The Medical Professional shall maintain, during the term of this Agreement, Appropriate Credentials including:

- (1) A duly issued and active license to practice medicine and prescribe medication in the State of Florida,
- (2) A good standing with his or her profession and state professional association,
- (3) The absence of any license restriction, revocation, or suspension;
- (4) The absence of any involuntary restriction placed on his or her federal DEA registration, and
- (5) The absence of any conviction of a felony.

(e) In the event that any Medical Professional (1) has his or her license to practice medicine or prescribe medication restricted, revoked or suspended, (2) has an involuntary restriction placed on his or her federal DEA registration, (3) is convicted of a felony, or (4) is no longer in good standing with his or her professional or state licensing authority, CareHere shall promptly remove that Medical Professional and replace such Medical Professional with another Medical Professional that meets the requirements of Section 1.02 (d). CareHere shall remove and promptly replace any Medical Assistant or Other Health Professional (as defined in Section 1.07) who has his or her professional license restricted, revoked or suspended, is convicted of a felony, or is no longer in good standing with his or her professional or state licensing authority.

(f) CareHere shall require the Medical Professional to ensure that any Medical Assistant or Other Health Professional complies with the requirements of this Section 1.02 with respect to performance, licensing, certification and good standing, as applicable, except as otherwise provided in Section 1.06 with respect to medical doctor interns and residents. CareHere shall require the Medical Professional to notify CareHere immediately in the event the Medical Professional learns of the possibility that any of the events specified in Section 1.03(e) may occur with respect to the Medical Professional, any Medical Assistant or any Other Health Professional, and CareHere shall immediately notify the City of such notification, so that the City can determine whether or not to exercise its right to remove the Medical Professional pursuant to Section 1.01.

1.03 Scheduling of Services. CareHere shall contract with the Medical Professional/Medical Assistant for the Medical Professional to provide the Medical Services at a location(s) and schedule agreeable to the City.

1.04 Place of Services. The City shall provide the Medical Professional with a suitable office and examination room(s), which office and examination room shall be reasonably satisfactory, in the judgment of the Medical Professional, for the provision of the Medical Services. In addition, the City shall provide items listed on Exhibit B within a locked room(s).

1.05 Equipment and Supplies. The City shall also provide the Medical Professional the equipment and the supplies, which are listed on Exhibit B (in addition to a chair, a desk, a file cabinet and office supplies, all of which shall also be supplied by CareHere). The Medical Professional shall notify, at any time and from time to time, CareHere of the quantity of such equipment and such supplies which the Medical Professional reasonably requires in connection with the provision of the Medical Services and the date by which such equipment and such supplies are required and CareHere shall provide such equipment and such supplies by such date and be reimbursed by City.

1.06 Responsibilities of Parties. For purposes of this Agreement, CareHere shall be and is deemed to be an independent contractor. The Medical Professional shall be solely responsible for his or her actions and /or omissions and the actions and/or the omissions of any agent or any employee used by him or her (including without limitation any Medical Assistant or other Health Professional) in connection with providing the Medical Services contemplated by this Agreement. Neither the City nor CareHere shall have any control or involvement in the independent exercise of medical judgment by the Medical Professional and/or any Medical Assistant or other Health Professional, and neither the City nor CareHere shall incur any liability for the actions or the omissions of the Medical Professional and/or any agent or any employee used by the Medical Professional (including without limitation any Medical Assistant or other Health Professional) in connection with this Agreement. CareHere and/or Medical Professional agree to indemnify, defend and hold harmless City and their elected officials, employees and volunteers from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorneys' fees, which City may incur in connection with CareHere's furnishing of Medical Professionals, Medical Assistants or Other Health Professionals, or with the medical services provided by them, under this Agreement.

Notwithstanding the foregoing, this Section 1.06 and the other provisions of this Agreement relating to indemnity and insurance are not intended and shall not be construed to waive the City's sovereign immunity or its liability for damages in excess of the amounts specified in Florida Statute 768.28.

1.07 Other Licensed Health Professionals. The City agrees and acknowledges that Medical Professional may from time to time have Other Health Professionals, as defined the next sentence, assist the Medical Professional and/or replace the Medical Professional during his or her regularly scheduled time at the City's place of business in the event of an emergency at the hospital or at the Medical Professional's office (provided, however, that CareHere will require the Medical Professional to ensure that the services provided by replacement individuals do not exceed the scope of their professional training and licensure). "Health Professional" shall mean a duly licensed nurse, medical doctor and licensed physician's assistant. Section 1.06 shall apply in the same manner to the Health Professional as

such section applies to the Medical Professional. CareHere shall also ensure, or require the Medical Professional to ensure, that all Health Professionals who provide services hereunder have insurance coverage consistent with the requirements of Article IV. From time to time the Medical Professional, upon consent of an employee of the City and/or spouse or dependent of the employee, may have medical doctors that are interns or residents associated with one of the medical schools in the state observe and assist the Medical Professional for educational and teaching purposes under the Medical Professional's direct supervision. The same level of professional standards as set forth in Section 1.02 shall apply as well to Health Professionals, other than medical doctor interns and residents working under the direct supervision of the Medical Professional.

1.08 Billing. CareHere shall contract with the Medical Professional that the Medical Professional shall not bill or otherwise solicit payment from employees of the City and/or their dependents, or City, or from the City Benefit Plan Trust for the Medical Services provided by the Medical Professional.

1.09 Medical Records. CareHere shall contract with the Medical Professional for the Medical Professional to maintain medical records with respect to all of the patients, all of which medical records shall be maintained in a professional manner consistent with the accepted practice of the community in which the Medical Professional provides the Medical Services in connection with this Agreement. CareHere shall also require the Medical Professional comply with the HIPAA privacy standards. All patient records (except those that exclusively deal with workers compensation or occupational concerns) maintained by the Medical Professional in connection with this Agreement shall be the sole property of the Medical Professional and CareHere.

The City understands and agrees that all of the medical records and other protected health information maintained by the Medical Professional will be held by the Medical Professional in strictest confidence, and that the City will not be entitled to have access to the medical records maintained by the Medical Professional, in the absence of an appropriate written authorization from the patient/employee, or if such medical records are exclusively relevant to workers compensation illness/injury or occupational-related. It is understood and agreed upon by City and CareHere that workers compensation and occupational information fall outside of HIPAA privacy standards as exclusions.

1.10 Reports. CareHere shall provide to the City a monthly report within 10 days following each month period of operations, and more frequently as deemed appropriate by CareHere and City, a written report with respect to the provision by the Medical Professional of the Medical Services during the immediately preceding month or time period under review. The written report shall be in form reasonably satisfactory to each of the City and CareHere and it is contemplated that the written report will report (a) the number of employees and dependents treated by the Medical Professional (b) the number of employees for whom work-related treatments were provided and (c) the number of employees for whom primary care services were provided. For services performed and reported, the value of CareHere services will be quantified with the addition of data analytics.

1.11 Noncompliance by the Medical Professional. In the event that the City becomes aware of any failure by the Medical Professional to comply with the obligations of the Medical Professional which are contemplated by this Agreement, the City shall immediately provide written notice to CareHere of such failure, which written notice shall describe the failure in reasonable detail, and CareHere shall use its

best efforts to address such failure. In the alternative, CareHere may arrange for the substitution of another person as the Medical Professional. As provided in Section 1.01, City shall have the right to request the immediate removal of the Medical Professional by CareHere.

1.12 Eligibility. All employees, retirees and immediate family members age of eight (8) and over currently on City of Ocala insurance plan, shall be eligible for use of the clinic. Insurance card will be required at time of visit. Any changes in eligibility will be mutually agreed upon in writing.

1.13 Hours of Operation. The clinic will be open a minimum of 40 hours per week with the exception of holidays and other non-work days as observed by the City of Ocala; the schedule of days and hours will be determined and agreed upon at a later date.

1.14 Negotiations. Crowne, a Florida representative of CareHere, will be present at all Blue Cross Blue Shield or current group insurance carrier negotiations and any meetings that will be required before and after for information. CareHere will participate in the Risk Board meetings as an advisor to the City.

ARTICLE II COMPENSATION

2.01 Monthly Fee. No later than the 10th day of each calendar month immediately following the receipt of the CareHere invoice, the City shall pay to CareHere the amount of \$23.00 per employee and retiree (living within a 50 mile radius) on the City group health insurance plan, per month for furnishing the Medical Professional and the other services provided under this Agreement during the immediately preceding calendar month. For group health non-insured City employees, up to 25 employees, CareHere will provide HRAs (health risk assessments), occupational and wellness services at the clinic at no cost to the City. For group health non-insured City employees, over 25 employees, the City shall pay to CareHere the amount of \$15.00 per employee per month for those employees to have eligibility at the clinic for HRAs (health risk assessments), occupational and wellness services.

2.02 Additional Fees. In advance of the first day of each month, CareHere shall submit an amount equal to the sum of the estimate of that month's medical expenditures and an adjustment from prior months' actual expenditures for Medical Professional and Medical Assistant fees, medical supplies, equipment and other items that may be required by CareHere or the Medical Professional to provide adequate Medical Services under this Agreement. The City shall be responsible to pay CareHere such amount invoiced no later than 30 days following the receipt of the CareHere invoice.

ARTICLE III TERM AND TERMINATION

3.01 Term. This Agreement shall be for a term of three (3) years commencing on the date of this Agreement, subject to earlier termination in accordance with this Agreement.

3.02 Renewal. This agreement shall renew for additional three (3) year terms unless terminated in writing by either party under the notice requirements stipulated in Section 3.03-3.04.

3.03 Termination by the City, With or Without Cause. This Agreement may be terminated without penalty by the City, with or without cause, by providing the other party at least ninety (90) calendar days prior written notice.

3.04 Termination by CareHere, With or Without Cause. This Agreement may be terminated without penalty by CareHere, with or without cause, by providing the other party at least one hundred twenty (120) calendar days prior written notice. CareHere will consider a longer period if requested in writing by the City.

3.05 Effect of Expiration or Termination. The expiration or the termination of this Agreement shall relieve City from its obligation to pay for future services contemplated by this Agreement, but shall not affect the obligation of the City to pay compensation to CareHere for past services rendered, or pay for any outstanding invoice for the period prior to such expiration or termination and shall not affect the obligation of CareHere to provide monthly reports for the period prior to the effective date of such expiration or such termination.

ARTICLE IV INSURANCE

4.01 Miscellaneous Insurance Provisions.

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

(b) **Insurance Requirements:** These insurance requirements shall not relieve or limit the liability of the VENDOR. The CITY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the VENDOR'S interests or liabilities, but are merely minimums. No insurance is provided by the CITY under this contract to cover the VENDOR.

(c) **Duplicate Coverage:**

(1) Insurance required of the VENDOR or any other insurance of the VENDOR shall be considered primary and insurance or self-insurance of the CITY shall be considered excess, as may be applicable to claims against the CITY which arise out of this contract.

(2) Insurance written on a "Claims Made" form, except Professional Liability Insurance, is not acceptable without City of Ocala Risk Management consultation.

(3) No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

(d) **Deductibles:** VENDOR'S deductibles/self-insured retentions shall be disclosed to the CITY. The VENDOR is responsible for the amount of any deductible or self-insured retention.

(e) Certificates: VENDOR shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least B+, showing the "City of Ocala" as an Additional Insured. The City of Ocala, Finance Department, 110 SE Watula Ave, Ocala, FL 34471 should be shown as the Certificate Holder, and for providing for required thirty (30) day cancellation notice.

*Non-rated insurers must be pre-approved by the City Risk Manager.

4.02 Liability Insurance. General liability insurance, with combined single limits of not less than \$1,000,000 per occurrence shall be provided and maintained by the VENDOR. The only aggregate limit acceptable is a "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501 or equal).

(a) If the Commercial General Liability form is used:

(1) Coverage A - shall include premises, operations, products and completed operations, independent 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.

4.03 Business Auto Liability. Business Auto Liability insurance shall be provided by the VENDOR with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance, or use of any auto including owned, non-owned and hired automobiles and employee non-ownership use.

4.04 Workers' Compensation. VENDOR shall purchase and maintain Workers' Compensation insurance for statutory requirements and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee, \$1,000,000 policy limit for disease, and shall be responsible for ensuring that any subcontractor has statutory coverage. CITY need not be named as an Additional Insured, but a subrogation waiver endorsement is required.

4.05 Professional Liability Insurance. CareHere shall ensure that the Medical Professional maintains, throughout the term of this Agreement, professional liability insurance covering the acts and omissions of the Medical Professional, in the minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. CareHere will require the Medical Professional to notify CareHere immediately in the event he or she does not have the required coverage and CareHere will promptly remove and replace such Medical Professional with another qualified Medical Professional. CareHere shall provide City proof of such professional liability insurance maintained by the Medical Professional. City of Ocala will be named on the certificate, but not as additional insured.

ARTICLE V MISCELLANEOUS

5.01 Notice. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice): (a) hand delivered by messenger or courier service; (b) faxed, or (c) mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested; addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this paragraph:

a. If to City: Tiffany L. Kimball, Contract Manager
City of Ocala, City Hall
110 SE Watula Avenue
Ocala, FL 34471
E-mail: tkimball@ocalafl.org
PH: 352-629-8366 FAX: 352-690-2025

b. With a copy to: Patrick G. Gilligan, Esquire
Gilligan, King, and Gooding P.A.
1531 SE 36th Avenue
Ocala, FL 34471
E-mail: pgilligan@ocalalaw.com
PH: 352-867-7707 FAX: 352-867-0237

c. If to Vendor: Ben Baker, Chief Operating Officer
CareHere, LLC
5141 Virginia Way, Suite 350
Brentwood, TN 37027
E-mail: bbaker@carehere.com
PH: 615-275-9676 FAX: 615-656-0159

Ray A. Tomlinson, President
Crowne Consulting Group
2710 Rew Circle, Suite 200
Ocoee, FL 34761
E-mail: rtomlinson@crowneinc.com
PH: 321-221-0665 FAX: 407-654-9614

5.02 Transferability. Except as provided in Section 5.07, neither the City nor CareHere may assign or otherwise transfer this Agreement to a third party without the prior written consent of the other party, which may be given or withheld by the other party in its sole discretion.

5.03 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the City and CareHere with respect to the subject matter hereof and supersedes all prior agreements. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by both of the City and CareHere.

5.04 Governing Law and Venue. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Florida, without giving effect to its conflict of laws provisions. The appropriate state court of Marion County, Florida shall be the exclusive venue for any litigation arising out of or relating to this Agreement.

5.05 Business and Financial Records. The parties recognize that the financial and business records relating to this Agreement are subject to public disclosure under the Florida Public Records Act.

5.06 Access to Books and Records. Both CareHere and the City agree to provide access to their books and records, as they relate to this Agreement, to the other party.

5.07 Assignment. CareHere shall not assign this Agreement to any third party without the prior written consent of the City, which shall not be unreasonably withheld.

5.08 Crowne Consulting Relationship. The parties acknowledge that Crowne Consulting Group ("Crowne") has provided services in connection with this transaction pursuant to an agreement between Crowne and CareHere, including without limitation the introduction of CareHere's onsite clinic services to the City, the coordination of the establishment of the clinic to be operated by CareHere and continuing administrative services which may be required of Crowne. CareHere agrees that it shall be solely responsible for the compensation of Crowne for all such services and that the City shall have no liability to Crowne for such compensation. In the event Crowne or any of its related entities provides equipment to or for the benefit of the City, the terms of the provision of such equipment, including any compensation due for the City to CareHere or Crowne for the equipment will be reflected in a separate written agreement.

5.09 Bankruptcy. In the event of bankruptcy, either voluntary or involuntary of the vendor, or in the event of the vendor's insolvency, or upon assignment for the benefit of creditors, then, in any such event, the City shall have the right to terminate the contract and any purchase orders immediately as if the contract and purchase orders had not been made, and no assignment for the benefit of creditors, nor any receiver, nor any trustee of bankruptcy, shall ever have any right or claim under the terms hereof.

5.10 Non-Funding. In the event sufficient budgeted funds are not available or become depleted, the City shall notify CareHere of such occurrence and contract shall be terminated without penalty or expense to the City as provided pursuant to Sections 3.03 and 3.04 above.


5.11 Attorney 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. Attorney's 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.

5.12 Section Headings. The section headings herein are included for convenience only and

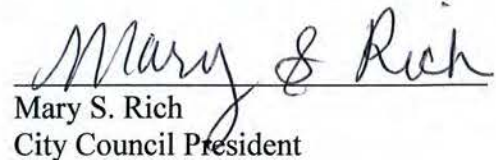
shall not be deemed to be a part of this Agreement.

THEREFORE, each of the parties hereto set their hand and seal on this Agreement as of the day and year set forth immediately beneath their respective signatures.

ATTEST:

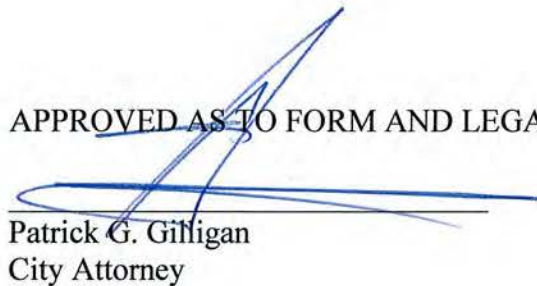

Angel B. Jacobs
City Clerk

CITY OF OCALA,
a Florida municipal corporation


Mary S. Rich
City Council President

12-4-12
Date

APPROVED AS TO FORM AND LEGALITY:

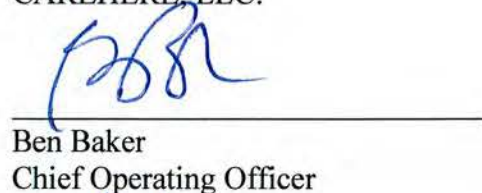

Patrick G. Gilligan
City Attorney

CROWNE CONSULTING GROUP, INC:


Ray A. Tomlinson
President

12-12-12
Date

CAREHERE, LLC:


Ben Baker
Chief Operating Officer

1/8/13
Date

ACCEPTED BY CITY COUNCIL
December 4, 2012
DATE
OFFICE OF THE CITY CLERK

EXHIBIT A

"STANDARD SCOPE OF SERVICES"

Medical Services include but are not limited to the following:

- Chronic illness evaluation, treatment and management
 - Diabetes
 - High Cholesterol
 - Hypertension
- Acute Conditions
 - Sore throats/ears/headache
 - Cough, Sinus
 - Strains/sprains/musculoskeletal problems
 - Acute urinary complaints
- Lab testing
- Medication dispensing
- Occupational Conditions and Employment-Related Activities
 - On the Job Injuries (OJI) /Work-related injuries to include coordination and assistance with the Workers' Compensation TPA
 - Minor surgical procedures, such as sutures for laceration treatment
 - Spirometry testing is done onsite
 - Respiratory-Clearance for Respirator-fit testing only done onsite
 - Physical exams to include pre-employment, annual and routine physicals and return-to-work physicals
 - Inoculations and TB testing - Hepatitis-B, T-Dap, Influenza vaccinations, and PPD testing
 - Drug testing to include pre-employment, reasonable suspicion, random and Breathalyzer for alcohol
 - MRO (Medical Review Officer) services
- Personal hygiene related problems
- Ordinary and routine care of the nature of a visit to the doctor's office

Long Term Prevention Programs Included

- Lab Insight Health Risk Assessment with comprehensive blood draw analysis
- Aggregate data analysis from your employee population to develop tailored programs for your Pharmaceutical Program Management
- Physician/Nurse "Reach Out" Program to make contact with the highest health risks
- Population Health Management programs targeted for the greatest impact (obesity, diabetes, high blood pressure, etc.)
- Disease/Case Management – (proactive assignment of a “health coach” to assist patients with identified needs
- Self-Care Education Tools and Manual online and in print form
- Comprehensive Health Education Training
- Physician Health Seminars

- Population Promotions
- DOT exams and related screening labs

Program Enablers and Infrastructure Included

- 800 Customer Support
- 24x7 Online Scheduling System
- Electronic Medical Records System
- Online Medical Management & Tracking System
- Clinic Best Practices Sharing
- Clinic Inventory Management (supplies, medications, etc.)
- Medical Staff Recruiting
- Medical Staff Management
- Analysis, Trends, Reporting & Survey Results

“SAMPLE ADDITIONAL SCOPE SERVICES”

The following services will be provided in addition to the “Primary Care Medical Services” should City notify CareHere in writing such request. City agrees that CareHere will price these services separately from “Primary Care Medical Services” and these services will be provided at an additional cost.

Treatment of all OJI/work related Job injuries beyond triage level not identified previously

If selected as provider from the panel (if required), treat acute and chronic work related injuries. If outside physician is selected, coordinate and monitor process

Medical Surveillance

- **Hearing** - Administration and performance of audiometric exam, STS review, work relationship determination and report/documentation, including employee notification letters.
- **Mobile Equipment Exams** - Conduct medical history review, vision testing, and medical exam for employees required to operate mobile equipment; fork truck physicals.
- **Special Drug testing**- The collection of hair testing samples or other customized requirements may be conducted by CareHere at an additional cost upon mutual agreement; post-rehabilitation random testing.

Exams

- **Pre Employment** - Coordinating/conducting functional capacity testing, medical history, or other specialized testing, etc.

- **Executive** - Administer standardized program through local provider for eligible executive employees.
- **Ergos** - Assist with fitness evaluations using on-site evaluation equipment if available

Coordinate IME/FFD/FCE Programs

Make medically sound recommendations to have employees independently evaluated for overall fitness for duty. This program will involve exams of a nature that could require extensive evaluations that may include physical therapy and/or other specialty vendors as requested by treating physician for employees who are returning to work as a result of an occupational condition, injury or disability.

Employee Medical Management

Conduct meetings with employees who have had numerous medical concerns

On-Site Case Management Services

Shall include the following:

- Assist in identifying work related injuries
- Evaluate, Treat, Monitor and Manage work-related injuries
- Promptly refer to specialist as needed for consultative diagnosis, treatment and/or prognosis of an injury or disease
- Expedite tracking and receiving reports from outside medical appointments
- Monitor and gate-keep current workers comp cases
- Assist in the development of a Managed Care Referral Network for work compensation cases, if requested
- Facilitate, from a medical perspective, in the settlement or closing of any workers compensation cases

Laboratory Services

Special Lab services per physician order

Inoculation and Foreign Travel

Provide and Administer inoculations and prescriptions for foreign travel and work place exposures (other than T-Dap, Hepatitis-B, Influenza vaccine or PPD testing) as requested and approved by the City.

Physician Panel

Participate in the selection/removal of community physicians for our panel. Also maintain the panel documentation, if applicable.

Outside Physician interface

Interact with physicians regarding any medical issues of concern; Contract with Physical Therapy Company for on-site services.

EAP Interface

Providers recommend and assist employees in voluntary or management in mandatory referrals as appropriate (except those provided via Wellness/DM program by CareHere at no additional cost).

Governmental Regulations and Compliance

Ensure compliance with all applicable medical and government regulations for CLIA, OSHA, DOT, and Bloodborne Pathogen training.

Job Reviews

Conduct medical job reviews as needed to assist in making recordability decisions

Team Work-Place Evaluations

Participate on a team that conducts daily workplace reviews to identify safety and/or ergonomic risk factors

Urgent Care Response (Industrial/Plant Setting)

Respond to any on-site emergencies and track and report through return to work

Medical Information System Training/Upkeep

Maintain a real time system of case tracking and documentation

Assist in and/or the Management of OSHA 300 and 301 recordkeeping

EXHIBIT B

MEDICAL SUPPLIES AND EQUIPMENT

Below is a list that illustrates items that may be required in the exam room by the Medical Professional to deliver Medical Services in accordance with the Agreement.

Exam table/stool	Disinfectant
Small refrigerator	Waste cans
Lockable cabinet	Waste can liners
Gooseneck light	Gloves
Diag Set 3.5V Halogen/disposable covers	Suture supplies
Sundry jars	Glucose test supplies
Pillow/pillow covers (cloth and disposable)	Urinalysis supplies
Table paper	Strep testing supplies
Thermometer/disposable covers	Mono testing supplies
4 X 4's	Disposable gowns
Tongue depressors	Disposable drapes
Cotton balls	Thermometer (freezer)
Alcohol	3" Elastic bandage
Alcohol dispenser	Cold pack
Blood pressure cuffs	Emesis basins
Stethoscope	Medications/Injectables (by physician order)
Surgical tape	Lab supplies Tubes, requisitions, tourniquets)
Biohazard bags and Removal Service	Wall Posters, Charts
Biohazard stickers	Small desk and chair (if not provided by City)
"Allergic To" stickers	Needles
Sharps containers	Syringes
Computer, Fast Internet Connection, "4 in 1" Printer/Fax/Copier/Scanner	Trash removal, Clean-up, and General Maintenance
Fire Extinguisher	

CITY OF OCALA CITY COUNCIL REPORT

Council Meeting Date: 12/04/12

Subject: Contract with CareHere, LLC

Submitted By: Jared Sorensen

Department: Human Resources & Risk

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item (ID # 5121) the contract with CareHere, LLC in partnership with Crowne Consulting Group for providing an on-site health center

OCALA'S RELEVANT STRATEGIC GOALS: 1 Balance all funds for fiscal sustainability

PROOF OF PUBLICATION:

BACKGROUND:

In February, 2008, an RFP was issued to obtain competitive proposals from qualified and experienced firms to provide worksite healthcare services, including pre-employment health screening functions, occupational and non-occupational health services, on-site basic health services and involvement in wellness and disease management programs. The goal was to achieve efficient and optimal screening of employees as they enter the City's workforce and provide basic healthcare and wellness/disease management, as well as preventative medicine and various testing services.

On December 15, 2008, City Council approved a three year contract with CareHere, LLC in partnership with Crowne Consulting Group to provide an on-site health center for City health insurance plan participants and dependents. On November 15, 2011, City Council approved a 1 year renewal with CareHere, LLC to continue the services at the City's Health Center.

The current contract is due to expire December 16, 2012. Staff met with Crowne Consulting Group and negotiated the following provisions:

- * The City will continue to pay a program fee of \$23.00 per employee per month and we have the option of allowing retirees to use the Health Center if the City chooses to add that benefit.
- * The vendor has agreed to allow up to 25 non-eligible employees to use the wellness portion, which includes Health Risk Assessment, webinars, and training classes etc., of the Health Center at no charge. If we have over 25 non-eligible employees, the City will agree to pay a program fee of \$15 per non-eligible employee per month for each additional.
- * In addition, CareHere will be providing, at no cost, a data analytics report. This report will quantify the value of the services performed and reported at the Health Center.
- * The proposed contract is for a term of three years with an additional three year renewal.

FINDINGS:

As a result of the medical visits to the on-site health center, medical trend which was estimated

for fiscal year 2011-2012 at 12% has been flattened to approximately 3%, allowing the City to avoid approximately \$2,000,000 in claims cost since inception of the Health Center.

Utilization at the Health Center has averaged 83% since inception. Over 27,000 appointments have been made since inception, with 10,228 appointments scheduled for FY2011-2012. The Center has dispensed over 13,000 prescriptions since inception which helped to reduce the prescriptions claims on the City's Health Plan despite the increased pressure of medical trend.

CONCLUSIONS:

As a result of the medical visits to the on-site health center, medical trend was flattened to below 3% as depicted in the attached graphs.

The health center has enhanced its customer service delivery and has received numerous compliments from employees and dependents as reflected by the comments from the suggestion/comment box located in the health center lobby.

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item (ID # 5121) the contract with CareHere, LLC in partnership with Crowne Consulting Group for providing an on-site health center

FISCAL IMPACT:

The Fiscal year 2012-2013 budget includes funding to support this contract. In addition, there is a provision in the contract that allows the City to cancel the contract if funds become unavailable in future years.

LEGAL REVIEW: The contract is pending review by the City Attorney, Patrick G. Gilligan.

ALTERNATIVE:

Discontinue the clinic program, solicit a RFP for clinic services or renew current contract for one year.

SUPPORT MATERIALS:

CareHere Contract (DOCX)

CareHere Info (PDF)



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0427

Agenda Item #: 10h.

Submitted By: Todd Swanson

Presentation By: Todd Swanson

Department: Human Resources and Risk Management

FORMAL TITLE:

Fifth Amendment to the agreement with Premise Health Employer Solutions, LLC, for on-site health and wellness center services in an amount not to exceed \$2,271,022

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence, Fiscally Sustainable

PROOF OF PUBLICATION:

N/A

BACKGROUND:

The City of Ocala is self-insured for health insurance and pharmacy drug claims. To save costs for both the City and its employees, it has established an on-site health and wellness center. Employees, retirees, and their dependents who are enrolled in the City's health insurance plan can access medical services and receive many generic prescription drugs at no cost. The City's self-insured plan covers any remaining costs. Additionally, the health and wellness center offers occupational health services, including physicals for new hires and treatment for employees injured on the job.

The City of Ocala has been operating its on-site employee health and wellness clinic since December 15, 2008. In 2013, the City Council approved a three-year agreement for clinic services with CareHere, LLC (now called Premise Health Employer Solutions, LLC). Since then, the City has continued to operate the clinic through a series of subsequent amendments.

In 2023, there were 1,303 unique patients who utilized the center. The total number of labs drawn was 14,352, with 7,772 medications dispensed, 216 health risk conditions discovered, and 13,773 medical diagnoses treated.

In 2024, there were 1,243 unique patients who utilized the center. The total number of labs drawn was 15,130, with 6,462 medications dispensed, 176 health risk conditions discovered, and 15,489 medical diagnoses treated.

FINDINGS AND CONCLUSIONS:

This Fifth Amendment extends the current contract term for nine months, from January 1, 2026, to September

30, 2026, in order to align the contract cycle with the City's fiscal year. Additionally, the Fifth Amendment updates the contract pricing and establishes a total not-to-exceed value of \$2,271,022, which is consistent with the staffing model and budget provided by Premise Health. This amount includes a management fee of \$21 per employee, per month (PEPM), based on 1,058 active employees and 150 retirees. It also incorporates updated fixed and variable costs for the renewal period, as outlined in the 2026 clinic budget.

Approval of this Fifth Amendment will ensure the uninterrupted operation of the City's on-site employee health and wellness clinic, which provides primary care, wellness services, occupational health, and generic prescription medications to employees, retirees, and covered dependents. Aligning the contract term with the City's fiscal year will improve future budget planning and contract administration. Staff recommends approval.

FISCAL IMPACT:

Total expenditures under this amendment shall not exceed \$2,271,022 for the period January 1, 2026, through September 30, 2026. Funding is available in the Health Insurance Fund in account 627-015-316-512-51-34010.

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

FIFTH AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT

THIS FIFTH AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT ("Fifth Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **PREMISE HEALTH EMPLOYER SOLUTIONS, LLC**, a limited liability company duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN: 62-1625299) ("Premise Health").

WHEREAS, on January 1, 2013, City and CareHere, LLC, entered into an Agreement to provide physician or physician extenders (nurse practitioners or physician assistants), and/or nurses, and/or medical assistants to perform certain medical services to the employees of the City of Ocala (the "Original Agreement"), City of Ocala Contract No.: RSK/08-001, for a term of three (3) years from January 1, 2013 to December 31, 2015; and

WHEREAS, on July 8, 2015, City and CareHere, LLC, entered into Amendment 1 of the CareHere, LLC City of Ocala Agreement (the "First Amendment") extending the term of the Original Agreement for an additional term from January 1, 2016 to December 31, 2019; and

WHEREAS, on February 3, 2020, City and CareHere, LLC, entered into a Second Amendment of CareHere, LLC City of Ocala Agreement (the "Second Amendment") to amend the Monthly Fee; and

WHEREAS, on October 1, 2020, Premise Health Holding Corp., the parent company of Premise Health Employer Solutions, LLC acquired CareHere, LLC; and

WHEREAS, on January 1, 2023, CareHere, LLC, assigned all rights, interests, and obligations held by CareHere, LLC, under the Original Agreement, as amended, to Premise Health Employer Solutions, LLC as part of a reorganization; and

WHEREAS, on September 15, 2023, City and Premise Health Employer Solutions, LLC, entered into a Third Amendment of CareHere, LLC, City of Ocala Agreement extending the term of the Original Agreement, as amended, for an additional three (3) year term from January 1, 2023 to December 31, 2025; and

WHEREAS, on December 5, 2023, City and Premise Health Employer Solutions, LLC, enter into a Fourth Amendment of the Original Agreement (the "Fourth Amendment") to address assignment documentation, changes to professional liability insurance, restricted access to patient information, and the transferability of the Original Agreement, as amended, to affiliates without notice; and

WHEREAS, City and Premise Health now desire to extend the Original Agreement for an additional nine-month term and update the compensation and management fee information.

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

1. **RECITALS.** City and Premise Health 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 Premise Health 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 Fifth Amendment.

3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby extended for a nine (9) month term beginning on **JANUARY 1, 2026**, and terminating after **SEPTEMBER 30, 2026**. Thereafter, there remains the option for this Agreement to be extended for up to **TWO (2)** additional **ONE (1) YEAR** terms upon written agreement between the parties.
4. **COMPENSATION.** City shall pay Premise Health a price not to exceed **TWO MILLION, TWO HUNDRED SEVENTY-ONE THOUSAND, TWENTY-TWO AND NO/100 DOLLARS (\$2,271,022)**, as provided for in budget attached hereto as Attachment 1, (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of services.
5. **MANAGEMENT FEE.** The Management Fee charged by Premise Health to the City is included in the Contract Sum and shall be **TWENTY-ONE AND NO/100 DOLLARS (\$21.00)** per employee, per member (PEPM) with Technology Services and Insurance – Med. Malpractice being fixed based on the Staffing Model and RCM being fixed per unit, as provided for in Attachment 1.
6. **NOTICES.** All notices, certifications or communications required by this Fifth 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 Premise Health:

Premise Health Employer Solutions, LLC
 Attention: Legal Department
 5500 Maryland Way, Suite 120
 Brentwood, TN 37027
 E-mail: Legal@premisehealth.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

7. **COUNTERPARTS.** This Fifth 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).** Premise Health, 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 Fifth Amendment. Further, a duplicate or copy of the Fifth Amendment that

contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Fifth Amendment for all purposes.

9. **LEGAL AUTHORITY.** Each person signing this Fifth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Fifth 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 Fifth Amendment.

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

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

**PREMISE HEALTH EMPLOYER SOLUTIONS,
LLC.**

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)

ATTACHMENT 1

2025 City of Ocala PCMH Client Budget 9056, City of Ocala

	10/01/2024- 09/30/2025 Staffing	10/01/2025- 09/30/2026 Staffing
Physician Assistant	3.50	3.20
Physician	0.38	0.50
Health Center Manager RN	-	1.00
Medical Assistant/Care Technician	5.00	5.00
Licensed Practical Nurse	1.00	1.00

Budget Category	10/01/2024 - 09/30/2025	10/1/2025- 09/30/2026
Medical Personnel	\$ 1,344,284	\$ 1,515,428
Medications	\$ 155,792	\$ 121,975
Technology Services	\$ -	\$ 51,882
Lab/Supplies/Misc.	\$ 160,447	\$ 216,989
Insurance - Med. Malpractice	\$ 16,308	\$ 43,373
RCM		16,959
Management Fee	351,488	304,416
Total	\$ 2,028,318	\$ 2,271,022

Key:

	Fixed based on Staffing Model
	Fixed per unit
	Billed as PEPM

*All other non-color coded categories are variable or passed through as incurred, except benefits - % salary/wage cost.

- ◆ Fixed Fee items will increase annually at 5% per year.
- ◆ Management fee is a calculated \$21 PEPM, assuming 1,058 EE and 150 Retirees.
- ◆ RCM is calculated at 2.60 per encounter.

2025 City of Ocala PCMH Client Budget
9056, City of Ocala

	10/01/2024- 09/30/2025 Staffing	10/01/2025- 09/30/2026 Staffing
Physician Assistant	3.50	3.20
Physician	0.38	0.50
Health Center Manager RN	-	1.00
Medical Assistant/Care Technician	5.00	5.00
Licensed Practical Nurse	1.00	1.00

Budget Category	10/01/2024 - 09/30/2025	10/01/2025- 09/30/2026
Medical Personnel	\$ 1,344,284	\$ 1,515,428
Medications	\$ 155,792	\$ 121,975
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Management Fee	351,488	304,416
Total	\$ 2,028,318	\$ 2,271,022

Key:

	Fixed based on Staffing Model
	Fixed per unit
	Billed as PEPM

*All other non-color coded categories are variable or passed through as incurred, except benefits - % salary/wage cost.

- ◆ Fixed Fee items will increase annually at 5% per year.
- ◆ Management fee is a calculated \$21 PEPM, assuming 1,058 EE and 150 Retirees.
- ◆ RCM is calculated at 2.60 per encounter.



Ocala

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Item Details

File Number: 2023-1599

ID #: 2023-1599

Type: Agenda Item

Status: Passed

Version: 1

Placement: 8

In Control: City Council

File Created: 08/04/2023

Presented By: :

Final Action: 09/05/2023

Item Title: Approve three-year renewal with Premise Health Employer Solutions, LLC for the continued provision of an on-site health and wellness center for City employees, retirees, and dependents in the amount of \$4,090,087.

Internal Notes:

Target Meeting: 09/05/2023

Agenda Number: 8e.

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - Third Amendment Premise Health Employer Solutions LLC (RSK 08-001) (002).pdf, Executed - 2nd Amendment CareHere, LLC - RSK-08-001, Executed - 1st Amendment - CareHere - RSK-08-001, Executed CareHere Agreement~1 (1)

Enactment Number:

Recommendation:

Hearing Date:

Entered by:

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/27/2023	Devan Kikendall	Approve	8/29/2023
1	2	8/27/2023	Chris Watt	Approve	8/30/2023
Notes: Approved: Out of Office					
1	3	8/28/2023	Jeannine Robbins	Delegated	
1	4	8/28/2023	Tammi Haslam	Delegated	
1	5	8/28/2023	Cindy Krepps	Approve	8/30/2023
1	6	8/28/2023	Jeannine Robbins	Delegated	
1	7	8/28/2023	Patricia Lewis	Approve	8/30/2023
1	8	8/28/2023	Daphne Robinson	Approve	8/30/2023
Notes: Added 1st amendment, reviewed contract draft, updated council report					
1	9	8/29/2023	Jeannine Robbins	Approve	8/30/2023
1	10	8/29/2023	Peter Lee	Approve	8/31/2023

History of Legislative File

Item Details Continued (2023-1599)

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/05/2023	Approved				Pass
	Action Text:	There being no further discussion the motion carried by roll call vote.					
	Notes:	There being no discussion the motion carried by roll call vote.					
		Aye: 5	Council President Mansfield, Council Member Bethea Sr, Pro Tem Dreyer, Council Member Musleh, and Council Member Hilty Sr				

Text of Legislative File 2023-1599

Approve three-year renewal with Premise Health Employer Solutions, LLC for the continued provision of an on-site health and wellness center for City employees, retirees, and dependents in the amount of \$4,090,087.

BACKGROUND:

The City of Ocala is self-insured for health insurance and pharmacy drug claims and has provided an on-site health and wellness center as a cost-saving measure to both the City and its employees. Employees, retirees, and their dependents enrolled in the City's health insurance plan can utilize medical services and receive generic prescription drugs at no cost, with the remaining cost absorbed by the City's self-insured plan. The health and wellness center also provides occupational health services for the City which include new hire physicals and employees injured at work.

FINDINGS AND CONCLUSIONS:

In 2021, there were 1,586 unique patients who utilized the center. The total number of labs drawn was 9,153, with 8,292 medications dispensed, 367 health risk conditions discovered, and 12,862 medical diagnoses treated, which resulted in a potential cost avoidance of \$1,967,320.

In 2022, there were 1,189 unique patients who utilized the center. The total number of labs drawn was 11,005, with 7,008 medications dispensed, 134 health risk conditions discovered, and 12,588 medical diagnoses treated, which resulted in a potential cost avoidance of \$649,123.

FISCAL IMPACT:

The City pays Premise Health \$23.00 per eligible employee per month which is approximately \$252,000 per year. In addition, there are pass-through costs such as provider, ancillary, prescription, and medical supply costs, etc. Expenses associated with health insurance claims costs, including pharmacy drug claims, have been budgeted for and are available in account 627-015-316-512-51-34010.

PROCUREMENT REVIEW:

The underlying services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:

The amendment will be reviewed and approved for form and legality by the City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes
- Table
- Deny
- Instruct Broker to survey the market for alternative providers for more competitive rates and/or services.

Presentation By: Devan Kikendall



FOURTH AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT

THIS FOURTH AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT ("Fourth Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PREMISE HEALTH EMPLOYER SOLUTIONS, LLC**, a limited liability company duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN# 62-1625299) ("Premise Health").

WHEREAS, on January 1, 2013, City and CareHere, LLC entered into an Agreement to provide physicians or physician extenders (nurse practitioners or physician assistants) and/or nurses and/or medical assistants to perform certain medical services to the employees of the City of Ocala (the "Original Agreement"), City of Ocala Contract No.: RSK/08/001; and

WHEREAS, on January 1, 2016, City and CareHere, LLC entered into a First Amendment of CareHere, LLC City of Ocala Agreement ("First Amendment") to renew the term of the Original Agreement for an additional three-year term from January 1, 2016 to December 31, 2019; and

WHEREAS, on February 3, 2020 City and CareHere, LLC entered into a Second Amendment of CareHere, LLC City of Ocala Agreement ("Second Amendment") to amend the Monthly Fee; and

WHEREAS, on October 1, 2020, Premise Health Holding Corp., the parent company of Premise Health Employer Solutions, LLC, acquired CareHere, LLC; and

WHEREAS, on January 1, 2023, CareHere, LLC assigned all rights, interests, and obligations held by CareHere, LLC under the Original Agreement to Premise Health Employer Solutions, LLC as part of a reorganization; and

WHEREAS, on September 15, 2023 City and Premise Health Employer Solutions, LLC entered into a Third Amendment of CareHere, LLC City of Ocala Agreement ("Third Amendment") to extend the Original Agreement, as amended, for an additional three-year term from January 1, 2023 to December 31, 2026; and

WHEREAS, City and Premise Health now desire to amend the Original Agreement to address assignment documentation, changes to professional liability insurance, restricted access to patient information, and the transferability of the Agreement to affiliates without notice.

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 Premise Health agree as follows:

1. **RECITALS.** City and Premise Health 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 Premise Health, 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. **AMENDMENT TO SECTION 4.01(e) – CERTIFICATES.** The language contained in Section 4.01(e) – Certificates of the Original Agreement is hereby deleted and replaced, in its entirety, with the following:

CERTIFICATES: Premise Health shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least B+, showing the City as an Additional Insured. The City of Ocala, Finance Department, located at



110 SE Watula Ave, Ocala, FL 34471, should be shown as the Certificate Holder, and for providing a **thirty (30)** day cancellation notice. Notwithstanding the foregoing, City agrees that certain primary layer coverage required hereunder may be provided through Green Hills Insurance Company, a non-rated Vermont-domiciled Risk Retention Group (NAIC #11941)) principally owned by Premise Health, including its subsidiaries and affiliates.

*Non-rated insurers must be pre-approved by the City Risk Manager or approved in this Agreement.

4. **AMENDMENT TO SECTION 5.06 – ACCESS TO BOOKS AND RECORDS.** The language contained in Section 5.06 – Access to Books and Records in the Original Agreement is hereby deleted and replaced, in its entirety, with the following:

ACCESS TO BOOKS AND RECORDS: Both Premise Health and the City mutually consent to grant each other access to their respective financial books and records, as they relate to this Agreement. This access is expressly restricted to financial books and records and specifically excludes, but not by way of limitation, access to patient information.

5. **AMENDMENT TO SECTION 5.07 – ASSIGNMENT.** The language contained in Section 5.07 – Assignment of the Original Agreement is hereby deleted and replaced, in its entirety, with the following:

ASSIGNMENT: Premise Health shall not assign this Agreement to any third party without obtaining prior written consent of the City, which shall not be unreasonably withheld. City acknowledges and consents that Premise Health may assign its contractual rights and delegate the provision of Services outlined herein to an affiliate or Affiliated P.C. (defined as a professional corporation, professional association, or similarly instructed legal entity duly qualified in the state where each Health Center is situated, and with which Premise Health or one of its subsidiaries maintains a management services agreement), or in connection with a sale, merger, acquisition, reorganization, or by operation of law without prior written consent of the City, provided that any successor in interest shall be financially able to provide Services without material negative impact on the City. Except as otherwise specified herein, this Agreement is legally binding upon and insures to the benefit of the involved Parties, as well as their respective successors and authorized assigns.

6. **AMENDMENT TO EXHIBIT A.** The document attached to the Original Agreement **Exhibit A – Standard Scope of Services** is hereby amended to incorporate **Exhibit A-1, Schedule 1 to Exhibit A** and **Attachment 1 to Exhibit A**, attached hereto.
7. **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 email. All notices shall be addressed to the respective parties as follows:

If to Premise Health:	Premise Health Employer Solutions, LLC Attention: Legal Department 5500 Maryland Way, Suite 120 Brentwood, TN 37027 E-Mail: Legal@premisehealth.com
-----------------------	--



If to City: Daphne Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
PH: 352-629-8343
E-Mail: notices@ocalafl.gov

with copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: cityattorney@ocalafl.gov
PH: 352-401-3972

8. **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.
9. **ELECTRONIC SIGNATURE(S).** Premise Health, 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.
10. **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:

DocuSigned by:
Angel B. Jacobs
8D94674C08C644E

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Christopher Watt
925725C02727AED

Christopher Watt
Chief of Staff

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E85E429

William E. Sexton, Esq.
City Attorney

DocuSigned by:
Shannon Farrington
C38390D714E2479

Signature

Shannon Farrington

Printed Name

CFO

Title

EXHIBIT A-1**AMENDMENT TO STANDARD SCOPE OF SERVICES**

This Statement of Work and the Schedules attached to this Statement of Work and incorporated herein by this reference (collectively, the "SOW") are effective as of October 1, 2022 and attached to, made a part of, and governed by the Agreement, effective January 1, 2013 by and between City of Ocala ("Client") and Premise Health Employer Solutions, LLC ("Premise Health"). To the extent that there is any conflict between the terms of this SOW, any other SOW, and the Agreement, the Parties agree that the terms of this SOW will govern. All capitalized terms used in this SOW that are not otherwise defined herein will have the meanings assigned to them in the Agreement.

ARTICLE I**LOCATIONS AND SERVICES OFFERED BY LOCATION**

Premise Health operates the City of Ocala Employee Health Center (each, a "Health Center") at:

- 2100 NE 30th Ave. Ocala, 34470 provides the products and services:

Products & Services
eRx Schedule 1

ARTICLE II**DAYS AND HOURS OF OPERATION**

Services are provided Monday through Friday excluding Client holidays. Hours of operation are set forth below, or as mutually agreed to by the Parties from time to time.

Core Services	Operating Schedule
eRx	Monday – Friday 8am - 5pm

ARTICLE III**ELIGIBILITY**

The table below identifies the eligible Participants for each Service. "Participants" may include, Employees, Spouses and Dependents, as defined below.

Products & Services	Participants
eRx	Employees, Spouses, Dependents

CONTRACT# RSK/08-001

3.1. Employees of Client who participate in Client's medical plans ("Employees") and eligible dependents of Employees ("Dependents").

ARTICLE IV
REPORTING AND RETURN ON INVESTMENT

Health Center reporting is provided on a monthly and quarterly basis via the EMR platform. Monthly reports include metrics regarding Participant experience. Quarterly reports build on the monthly report and add Return on Investment (ROI) and clinical outcome metrics. ROI analyses are available after 4 full quarters of operation. A full year of operation allows for a more complete dataset which will reflect in the per member per year savings.

CONTRACT# RSK/08-001

Schedule 1 to Exhibit A
Provider Dispensing Services

Premise Health provides medications that are available to Participants at the time of the provider visit in quantities up to 90-day supply or as allowed by law, whichever is less. Medications are prescribed and dispensed by Premise Health Personnel having authority to dispense and who are licensed, if applicable, to dispense medications to their patients. Provider dispensing medication expenses are billed directly to the Client.



Attachment 1 to Exhibit A

2023 City of Ocala PCMH Client Budget

3/30/2023

HEALTH CENTER

	2022 Budget (10/1/22 - 9/30/23)	2023 Budget (10/1/23 - 9/30/24)
Staffing Cost (Includes Benefits, Training, and Temp. Staff)	914,154	981,162
Professional Liability Insurance	8,280	8,684
Medication (Onsite Formulary with 150-200 Medications)	145,962	150,423
*Est. Based on Last 12 Months of Operation		
Labs Processed Outside of Health Center (Access to Over 2,000 Labs)	81,503	79,079
*Est. Based on Average of the Last 12 Months of Operation		
Supplies, Hardware Refresh, CLIA Waived Labs, & Misc	9,886	30,843
*Est. Based on Last 12 Months of Operation		
Radiology	4,342	4,913
*Est. Based on Last 12 Months of Operation		
Management Fee - \$21 PEPM		
Management Fee Total Cost	250,488	250,488
TOTAL ANNUAL COST	1,414,615	1,505,591

Key:

Fixed based on Staffing Model
*All other non-color coded categories are variable/pass through as incurred.

- PLI will increase 5% each year in October.
- Flu is included in 2023/2024 budget and not included in 2022/2023 budget.
- Hardware refresh of an estimated \$16,731.85 are included in 2023/2024 budget.

Certificate Of Completion

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Status: Completed

Subject: FOR SIGNATURE - (RSK) 08-001

Source Envelope:

Document Pages: 8

Signatures: 4

Certificate Pages: 5

Initials: 1

AutoNav: Enabled

Envelope 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

11/16/2023 4:20:44 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

William E. Sexton

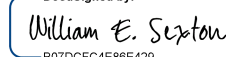
wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Nathaniel Dallas

Nathaniel.Dallas@premisehealth.com

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

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Signed: 11/30/2023 9:13:45 AM

Electronic Record and Signature Disclosure:

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Shannon Farrington

Shannon.Farrington@Premisehealth.com

CFO

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Signed using mobile

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Signed: 12/5/2023 3:03:55 AM

Electronic Record and Signature Disclosure:

Accepted: 12/5/2023 3:03:24 AM

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Christopher Watt

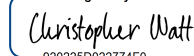
cwatt@ocalafl.org

Chief of Staff

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style


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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
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Envelope Updated	Security Checked	11/27/2023 4:58:14 PM
Certified Delivered	Security Checked	12/5/2023 9:00:42 AM
Signing Complete	Security Checked	12/5/2023 9:01:09 AM
Completed	Security Checked	12/5/2023 9:01:09 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.



THIRD AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT

THIS THIRD AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **PREMISE HEALTH EMPLOYER SOLUTIONS, LLC**, a limited liability company duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN# 62-1625299) ("Premise Health").

WHEREAS, on January 1, 2013, City and CareHere, LLC entered into an Agreement to provide physicians or physician extenders (nurse practitioners or physician assistants) and/or nurses and/or medical assistants to perform certain medical services to the employees of the City of Ocala (the "Original Agreement"), City of Ocala Contract No.: RSK/08-001; and

WHEREAS, on January 1, 2016, City and CareHere, LLC entered into a First Amendment of CareHere, LLC City of Ocala Agreement ("First Amendment") to renew the term of the Original Agreement for an additional three-year term from January 1, 2016 to December 31, 2019; and

WHEREAS, on February 3, 2020 City and CareHere, LLC entered into a Second Amendment of CareHere, LLC City of Ocala Agreement ("Second Amendment") to amend the Monthly Fee; and

WHEREAS, on October 1, 2020, Premise Health Holding Corp., the parent company of Premise Health Employer Solutions, LLC, acquired CareHere, LLC; and

WHEREAS, on January 1, 2023, CareHere, LLC assigned all rights, interests, and obligations held by CareHere, LLC under the Original Agreement to Premise Health Employer Solutions, LLC as part of a reorganization; and

WHEREAS, City and Premise Health, now desire to extend the Original Agreement, as amended, for an additional three-year renewal period available under the Original Agreement.

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 Premise Health, agree as follows:

1. **RECITALS.** City and Premise Health 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 Premise Health, 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 is hereby renewed for an additional three-year term beginning **JANUARY 1, 2023** and terminating **DECEMBER 31, 2026**. Thereafter, this Agreement may be renewed for additional three-year renewal periods by written consent between City and Premise Health.
4. **NOTICES.** All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:



If to Premise Health:	Premise Health Employer Solutions, LLC Attention: Legal Department 5500 Maryland Way, Suite 300 Brentwood, TN 37027 E-mail: Legal@premisehealth.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3 rd Floor Ocala, Florida 34471 PH: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3 rd Floor Ocala, Florida 34471 PH: 352-401-3972 E-mail: cityattorney@ocalafl.gov

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

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



CONTRACT# RSK/08-001

IN WITNESS WHEREOF, the parties have executed this Third Amendment on 9/15/2023.

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
City Attorney

**PREMISE HEALTH EMPLOYER
SOLUTIONS, LLC**

DocuSigned by:
William D. Wright
5A002ECAE2B444F...
By: William D. Wright
(Printed Name)

Title: General Counsel, Secretary
(Title of Authorized Signatory)

DocuSigned by:
A circular stamp with the words "LEGAL REVIEW" around the perimeter and a stylized "JD" in the center.

Certificate Of Completion

Envelope Id: 71B038545C9742AB829661211F93A8F6

Status: Completed

Subject: Third Amendment, Premise Health Employer Solutions, LLC (RSK 08-001)

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Document Pages: 3

Signatures: 3

Certificate Pages: 5

Initials: 0

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Envelope Originator:

Brittany Craven

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

biverson@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

9/8/2023 10:48:01 AM

Holder: Brittany Craven

biverson@ocalafl.org

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Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

William E. Sexton

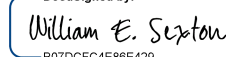
wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Signed: 9/15/2023 10:27:17 AM

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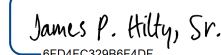
James P. Hilty, Sr.

jhilty@ocalafl.org

President

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Signed: 9/15/2023 10:48:04 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.gov

April 19

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Sent: 9/15/2023 10:48:05 AM

Viewed: 9/15/2023 12:53:10 PM

Signed: 9/15/2023 12:53:20 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	9/8/2023 10:51:06 AM
Envelope Updated	Security Checked	9/11/2023 7:49:32 AM
Envelope Updated	Security Checked	9/11/2023 7:49:32 AM
Envelope Updated	Security Checked	9/11/2023 7:49:32 AM
Envelope Updated	Security Checked	9/11/2023 7:49:32 AM
Envelope Updated	Security Checked	9/11/2023 7:49:32 AM
Certified Delivered	Security Checked	9/15/2023 12:53:10 PM
Signing Complete	Security Checked	9/15/2023 12:53:20 PM
Completed	Security Checked	9/15/2023 12:53:20 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.

SECOND AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT

THIS SECOND AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT ("Second Amendment") is entered into this 3rd day of February, 2020, by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **CAREHERE, LLC**, a foreign limited liability company duly organized in Tennessee and authorized to do business in the State of Florida (EIN# 54-2138297) ("CareHere").

WHEREAS, on January 1, 2013, City and CareHere entered into an Agreement to furnish physician and medical staff to provide on-site medical services to City staff and retirees (the "Original Agreement"), for a term of three years from January 1, 2013 to December 30, 2015; and

WHEREAS, CareHere has offered to reduce the monthly fee effective January 1, 2020.

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 CareHere agree as follows:

1. **RECITALS.** City and CareHere 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 CareHere 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. **MONTHLY FEE.** Effective **January 1, 2020**, the City shall pay to CareHere **\$21.00 per employee and retiree per month** (living within a 50-mile radius who are enrolled on the City group health insurance plan), for furnishing the Medical Professional and other services provided under this Agreement during the immediate proceeding calendar month. Payment shall be rendered no later than the 10th day of each calendar month following the receipt of a CareHere invoice.

The City shall pay to CareHere **\$0 per employee per month, up to 25 employees and \$15.00 per employee per month, over 25 employees** (who are not-insured under the City group health insurance plan), for providing HRAs (health risk assessments), occupational and wellness services.

4. **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 CareHere:

CareHere, LLC
Ben Baker, Chief Operating Officer
5141 Virginia Way, Suite 350
Brentwood, Tennessee 37027
PH: 615-275-9676 FAX: 615-656-0159
E-mail: bbaker@carehere.com

If to City of Ocala:

Tiffany L. Kimball, Contracting Officer
City of Ocala, City Hall
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8366 FAX: 352-690-2025
Email: tkimball@ocalafl.org

Copy to:

Patrick G. Gilligan, Esquire
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
PH: 352-867-7707 FAX: 352-867-0237
Email: pgilligan@ocalalaw.com

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).** CareHere, 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 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 the date set forth above.

ATTEST:


CITY OF OCALA


 Angel B. Jacobs
 City Clerk


 A.C.M. Bill Kauffman for
 Sandra Wilson
 Interim City Manager

Approved as to form and legality:

CAREHERE, LLC


 Robert W. Batsel, Jr.
 Assistant City Attorney




 Ben Baker
 Chief Operating Officer

AMENDMENT # 1 – RENEWAL

**CareHere, LLC.
City of Ocala Agreement**

Upon execution of this document, the following amendment will become part of the original contract executed on *January 1, 2013* between the parties, the **City of Ocala**, a Florida municipal corporation, and **CareHere, LLC.**, a Florida foreign registered Tennessee limited liability company (EIN: 54-2138297), located at: 5141 Virginia Way, Suite 350, Brentwood, TN 37027.

Contract Renewal Period - *January 1, 2016 to December 31, 2019*

NOTICES. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice): (a) hand delivered by messenger or courier service; (b) faxed, or (c) mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested; addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this paragraph:

- | | | |
|----|-----------------|--|
| a. | If to City: | Tiffany L. Kimball, Director of Contracts
City of Ocala, City Hall
110 SE Watula Avenue
Ocala, FL 34471
E-Mail: tkimball@ocalafl.org
PH: 352-629-8366 FAX: 352-690-2025 |
| b. | With a copy to: | Patrick G. Gilligan, Esquire
Gilligan, Gooding & Franjola P.A.
1531 SE 36 th Avenue
Ocala, FL 34471
E-Mail: pgilligan@ocalalaw.com
PH: 352-867-7707 FAX: 352-867-0237 |

c. With a copy to:

Ben Baker, Chief Operating Officer

CareHere, LLC.

5141 Virginia Way, Suite 350

Brentwood, TN 37027

E-Mail: bbaker@carehere.com

PH: 615-275-9676

FAX: 615-656-0159

AGREEMENT. Except what pertains to this Amendment, all terms and conditions of the Original Agreement will remain in full force and effect and likewise apply to this Amendment.

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized agents this 8 day of July, 2015.

ATTEST:



Angel B. Jacobs

City Clerk

CITY OF OCALA:



Jay A. Musleh

City Council President

APPROVED AS TO FORM AND LEGALITY:



Patrick G. Gilligan

City Attorney



CAREHERE, LLC.:



Ben Baker

Chief Operating Officer

ACCEPTED BY CITY COUNCIL

July 7, 2015
DATE

OFFICE OF THE CITY CLERK

OFFICE OF THE CITY CLERK
DVI

ACCEPTED BY CITY CLERK

CITY OF OCALA

CITY COUNCIL REPORT

Council Meeting Date: 07/07/15

Subject: Contract Renewal with CareHere, LLC

Submitted By: Jared Sorensen

Department: Human Resources & Risk

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item (ID # 8282) renewing the contract with CareHere, LLC for providing an on-site health center for City employees and dependents for a three-year period from January 1, 2016 to December 31, 2019.

OCALA'S RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION:

BACKGROUND:

In 2009, the City of Ocala opened a comprehensive health and wellness center to service the medical needs of employees and dependents on our health plan. The strategy supported: comprehensive services such as primary care, chronic disease management, wellness, prescription dispensing, imaging and occupational health services aimed at improving medical outcomes and mitigating the double digit, annual cost increase our health plan had previously experienced.

FINDINGS AND CONCLUSIONS:

Utilization at the Health Center by City employees is approximately 94%. Over 27,000 provider appointments have been made since inception, with over 4,400 ancillary and occupational appointments. The Center has dispensed over 17,000 prescriptions since inception which helped to reduce the prescriptions claims on the City's Health Plan despite the increased pressure of medical trend.

As a result of the medical visits to the on-site health center, medical trend was reduced and the City has recognized a savings of over \$3.7 million to the health plan since inception of Health Center.

The health center has enhanced its customer service delivery and has received numerous compliments from employees and dependents as reflected by the comments from the suggestion/comment box located in the health center lobby. Staff recommends continuing our relationship with CareHere.

FISCAL IMPACT:

The City pays CareHere \$23.00 per eligible employee per month which is approximately \$221,400 per year. In addition, there are pass through costs such as: provider, ancillary, prescription, and medical supply costs etc. The Fiscal year 2015-2016 budget includes funding to support this contract. In addition, there is a provision in the contract that allows the City to cancel the contract, if funds become unavailable in future years.

PROCUREMENT REVIEW:

Staff discussed the renewal with the Procurement Department and the City Manager's Office and renewing the contract is in the best interest of the City.

LEGAL REVIEW: The contract has been reviewed and approved for form and legality by the City Attorney, Patrick G. Gilligan.

ALTERNATIVE:

Issue RFP for current fiscal year.

SUPPORT MATERIALS:
RSK 08-001 (PDF)

CareHere, LLC
City of Ocala Agreement

This Agreement is made and entered into this 1st day of January 2013, by and between City of Ocala ("City") and CareHere, LLC, a Tennessee limited liability corporation ("CareHere").

Recitals:

WHEREAS, CareHere desires to contract with the City to provide physicians or physician extenders (nurse practitioners or physician assistants) and/or nurses and/or medical assistants at the City's place of business to perform certain medical services to the employees of such City and/or their dependents.

WHEREAS, the City desires to contract with CareHere and CareHere desires to contract with the City for CareHere to furnish a physician and medical staff to provide certain onsite medical services to the employees of the City and/or their dependents and retirees on the terms and subject to the conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the City and CareHere hereby agree as follows:

ARTICLE I
PROVISION OF PHYSICIAN OR PHYSICIAN EXTENDERS

1.01 Provision of Medical Professional. CareHere shall furnish a physician(s) and such Physician Extenders (Nurse Practitioner(s) or Physician Assistant(s)) (hereafter collectively referred as "Medical Professional"), and/or nurses and/or medical assistants ("Medical Assistant") as may be necessary to provide the Medical Services (as defined herein) at the offices of City to the employees of the City and/or the dependents thereof. CareHere is not committing to furnish a particular person as the Medical Professional/Medical Assistant and, at any time and from time to time, CareHere may change the Medical Professional/Medical Assistant. City shall have the opportunity to interview all final Medical Professional candidates identified by CareHere. City shall also have the right to request CareHere to remove a Medical Professional. Such request must be in writing, and shall not be unreasonably denied by CareHere.

As used herein, the term "Medical Services" means, with respect to the City, the medical services with respect to which CareHere has agreed to furnish a Medical Professional and/or Medical Assistant pursuant to this Agreement. The Medical Services with respect to which CareHere has agreed to furnish a physician/nurse are listed on Exhibit A.

The City and CareHere may, at any time and from time to time, amend or supplement Exhibit A by mutual written agreement.

1.02 Standards of Medical Professional Performance. CareHere shall contract with the Medical Professional such that the Medical Professional is obligated to perform or deliver the following, supported by a Medical Assistant under the Medical Professional's direction and control:

(a) The Medical Professional shall determine his or her own means and methods of providing Medical Services in connection with this Agreement.

(b) The Medical Professional shall comply with all applicable laws and regulations with respect to the licensing and the regulation of physicians, and shall ensure that the Medical Assistant does the same with respect to the licensing and regulation of nurses.

(c) The Medical Professional and Medical Assistant shall provide the Medical Services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with the standard of care for providing Medical Services provided in the community.

(d) The Medical Professional shall maintain, during the term of this Agreement, Appropriate Credentials including:

- (1) A duly issued and active license to practice medicine and prescribe medication in the State of Florida,
- (2) A good standing with his or her profession and state professional association,
- (3) The absence of any license restriction, revocation, or suspension,
- (4) The absence of any involuntary restriction placed on his or her federal DEA registration, and
- (5) The absence of any conviction of a felony.

(e) In the event that any Medical Professional (1) has his or her license to practice medicine or prescribe medication restricted, revoked or suspended, (2) has an involuntary restriction placed on his or her federal DEA registration, (3) is convicted of a felony, or (4) is no longer in good standing with his or her professional or state licensing authority, CareHere shall promptly remove that Medical Professional and replace such Medical Professional with another Medical Professional that meets the requirements of Section 1.02 (d). CareHere shall remove and promptly replace any Medical Assistant or Other Health Professional (as defined in Section 1.07) who has his or her professional license restricted, revoked or suspended, is convicted of a felony, or is no longer in good standing with his or her professional or state licensing authority.

(f) CareHere shall require the Medical Professional to ensure that any Medical Assistant or Other Health Professional complies with the requirements of this Section 1.02 with respect to performance, licensing, certification and good standing, as applicable, except as otherwise provided in Section 1.06 with respect to medical doctor interns and residents. CareHere shall require the Medical Professional to notify CareHere immediately in the event the Medical Professional learns of the possibility that any of the events specified in Section 1.03(e) may occur with respect to the Medical Professional, any Medical Assistant or any Other Health Professional, and CareHere shall immediately notify the City of such notification, so that the City can determine whether or not to exercise its right to remove the Medical Professional pursuant to Section 1.01.

1.03 Scheduling of Services. CareHere shall contract with the Medical Professional/Medical Assistant for the Medical Professional to provide the Medical Services at a location(s) and schedule agreeable to the City.

1.04 Place of Services. The City shall provide the Medical Professional with a suitable office and examination room(s), which office and examination room shall be reasonably satisfactory, in the judgment of the Medical Professional, for the provision of the Medical Services. In addition, the City shall provide items listed on Exhibit B within a locked room(s).

1.05 Equipment and Supplies. The City shall also provide the Medical Professional the equipment and the supplies, which are listed on Exhibit B (in addition to a chair, a desk, a file cabinet and office supplies, all of which shall also be supplied by CareHere). The Medical Professional shall notify, at any time and from time to time, CareHere of the quantity of such equipment and such supplies which the Medical Professional reasonably requires in connection with the provision of the Medical Services and the date by which such equipment and such supplies are required and CareHere shall provide such equipment and such supplies by such date and be reimbursed by City.

1.06 Responsibilities of Parties. For purposes of this Agreement, CareHere shall be and is deemed to be an independent contractor. The Medical Professional shall be solely responsible for his or her actions and /or omissions and the actions and/or the omissions of any agent or any employee used by him or her (including without limitation any Medical Assistant or other Health Professional) in connection with providing the Medical Services contemplated by this Agreement. Neither the City nor CareHere shall have any control or involvement in the independent exercise of medical judgment by the Medical Professional and/or any Medical Assistant or other Health Professional, and neither the City nor CareHere shall incur any liability for the actions or the omissions of the Medical Professional and/or any agent or any employee used by the Medical Professional (including without limitation any Medical Assistant or other Health Professional) in connection with this Agreement. CareHere and/or Medical Professional agree to indemnify, defend and hold harmless City and their elected officials, employees and volunteers from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorneys' fees, which City may incur in connection with CareHere's furnishing of Medical Professionals, Medical Assistants or Other Health Professionals, or with the medical services provided by them, under this Agreement.

Notwithstanding the foregoing, this Section 1.06 and the other provisions of this Agreement relating to indemnity and insurance are not intended and shall not be construed to waive the City's sovereign immunity or its liability for damages in excess of the amounts specified in Florida Statute 768.28.

1.07 Other Licensed Health Professionals. The City agrees and acknowledges that Medical Professional may from time to time have Other Health Professionals, as defined the next sentence, assist the Medical Professional and/or replace the Medical Professional during his or her regularly scheduled time at the City's place of business in the event of an emergency at the hospital or at the Medical Professional's office (provided, however, that CareHere will require the Medical Professional to ensure that the services provided by replacement individuals do not exceed the scope of their professional training and licensure). "Health Professional" shall mean a duly licensed nurse, medical doctor and licensed physician's assistant. Section 1.06 shall apply in the same manner to the Health Professional as

such section applies to the Medical Professional. CareHere shall also ensure, or require the Medical Professional to ensure, that all Health Professionals who provide services hereunder have insurance coverage consistent with the requirements of Article IV. From time to time the Medical Professional, upon consent of an employee of the City and/or spouse or dependent of the employee, may have medical doctors that are interns or residents associated with one of the medical schools in the state observe and assist the Medical Professional for educational and teaching purposes under the Medical Professional's direct supervision. The same level of professional standards as set forth in Section 1.02 shall apply as well to Health Professionals, other than medical doctor interns and residents working under the direct supervision of the Medical Professional.

1.08 Billing. CareHere shall contract with the Medical Professional that the Medical Professional shall not bill or otherwise solicit payment from employees of the City and/or their dependents, or City, or from the City Benefit Plan Trust for the Medical Services provided by the Medical Professional.

1.09 Medical Records. CareHere shall contract with the Medical Professional for the Medical Professional to maintain medical records with respect to all of the patients, all of which medical records shall be maintained in a professional manner consistent with the accepted practice of the community in which the Medical Professional provides the Medical Services in connection with this Agreement. CareHere shall also require the Medical Professional comply with the HIPAA privacy standards. All patient records (except those that exclusively deal with workers compensation or occupational concerns) maintained by the Medical Professional in connection with this Agreement shall be the sole property of the Medical Professional and CareHere.

The City understands and agrees that all of the medical records and other protected health information maintained by the Medical Professional will be held by the Medical Professional in strictest confidence, and that the City will not be entitled to have access to the medical records maintained by the Medical Professional, in the absence of an appropriate written authorization from the patient/employee, or if such medical records are exclusively relevant to workers compensation illness/injury or occupational-related. It is understood and agreed upon by City and CareHere that workers compensation and occupational information fall outside of HIPAA privacy standards as exclusions.

1.10 Reports. CareHere shall provide to the City a monthly report within 10 days following each month period of operations, and more frequently as deemed appropriate by CareHere and City, a written report with respect to the provision by the Medical Professional of the Medical Services during the immediately preceding month or time period under review. The written report shall be in form reasonably satisfactory to each of the City and CareHere and it is contemplated that the written report will report (a) the number of employees and dependents treated by the Medical Professional (b) the number of employees for whom work-related treatments were provided and (c) the number of employees for whom primary care services were provided. For services performed and reported, the value of CareHere services will be quantified with the addition of data analytics.

1.11 Noncompliance by the Medical Professional. In the event that the City becomes aware of any failure by the Medical Professional to comply with the obligations of the Medical Professional which are contemplated by this Agreement, the City shall immediately provide written notice to CareHere of such failure, which written notice shall describe the failure in reasonable detail, and CareHere shall use its

best efforts to address such failure. In the alternative, CareHere may arrange for the substitution of another person as the Medical Professional. As provided in Section 1.01, City shall have the right to request the immediate removal of the Medical Professional by CareHere.

1.12 Eligibility. All employees, retirees and immediate family members age of eight (8) and over currently on City of Ocala insurance plan, shall be eligible for use of the clinic. Insurance card will be required at time of visit. Any changes in eligibility will be mutually agreed upon in writing.

1.13 Hours of Operation. The clinic will be open a minimum of 40 hours per week with the exception of holidays and other non-work days as observed by the City of Ocala; the schedule of days and hours will be determined and agreed upon at a later date.

1.14 Negotiations. Crowne, a Florida representative of CareHere, will be present at all Blue Cross Blue Shield or current group insurance carrier negotiations and any meetings that will be required before and after for information. CareHere will participate in the Risk Board meetings as an advisor to the City.

ARTICLE II COMPENSATION

2.01 Monthly Fee. No later than the 10th day of each calendar month immediately following the receipt of the CareHere invoice, the City shall pay to CareHere the amount of \$23.00 per employee and retiree (living within a 50 mile radius) on the City group health insurance plan, per month for furnishing the Medical Professional and the other services provided under this Agreement during the immediately preceding calendar month. For group health non-insured City employees, up to 25 employees, CareHere will provide HRAs (health risk assessments), occupational and wellness services at the clinic at no cost to the City. For group health non-insured City employees, over 25 employees, the City shall pay to CareHere the amount of \$15.00 per employee per month for those employees to have eligibility at the clinic for HRAs (health risk assessments), occupational and wellness services.

2.02 Additional Fees. In advance of the first day of each month, CareHere shall submit an amount equal to the sum of the estimate of that month's medical expenditures and an adjustment from prior months' actual expenditures for Medical Professional and Medical Assistant fees, medical supplies, equipment and other items that may be required by CareHere or the Medical Professional to provide adequate Medical Services under this Agreement. The City shall be responsible to pay CareHere such amount invoiced no later than 30 days following the receipt of the CareHere invoice.

ARTICLE III TERM AND TERMINATION

3.01 Term. This Agreement shall be for a term of three (3) years commencing on the date of this Agreement, subject to earlier termination in accordance with this Agreement.

3.02 Renewal. This agreement shall renew for additional three (3) year terms unless terminated in writing by either party under the notice requirements stipulated in Section 3.03-3.04.

3.03 Termination by the City, With or Without Cause. This Agreement may be terminated without penalty by the City, with or without cause, by providing the other party at least ninety (90) calendar days prior written notice.

3.04 Termination by CareHere, With or Without Cause. This Agreement may be terminated without penalty by CareHere, with or without cause, by providing the other party at least one hundred twenty (120) calendar days prior written notice. CareHere will consider a longer period if requested in writing by the City.

3.05 Effect of Expiration or Termination. The expiration or the termination of this Agreement shall relieve City from its obligation to pay for future services contemplated by this Agreement, but shall not affect the obligation of the City to pay compensation to CareHere for past services rendered, or pay for any outstanding invoice for the period prior to such expiration or termination and shall not affect the obligation of CareHere to provide monthly reports for the period prior to the effective date of such expiration or such termination.

ARTICLE IV INSURANCE

4.01 Miscellaneous Insurance Provisions.

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

(b) **Insurance Requirements:** These insurance requirements shall not relieve or limit the liability of the VENDOR. The CITY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the VENDOR'S interests or liabilities, but are merely minimums. No insurance is provided by the CITY under this contract to cover the VENDOR.

(c) **Duplicate Coverage:**

(1) Insurance required of the VENDOR or any other insurance of the VENDOR shall be considered primary and insurance or self-insurance of the CITY shall be considered excess, as may be applicable to claims against the CITY which arise out of this contract.

(2) Insurance written on a "Claims Made" form, except Professional Liability Insurance, is not acceptable without City of Ocala Risk Management consultation.

(3) No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

(d) **Deductibles:** VENDOR'S deductibles/self-insured retentions shall be disclosed to the CITY. The VENDOR is responsible for the amount of any deductible or self- insured retention.

(e) Certificates: VENDOR shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least B+, showing the "City of Ocala" as an Additional Insured. The City of Ocala, Finance Department, 110 SE Watula Ave, Ocala, FL 34471 should be shown as the Certificate Holder, and for providing for required thirty (30) day cancellation notice.

*Non-rated insurers must be pre-approved by the City Risk Manager.

4.02 Liability Insurance. General liability insurance, with combined single limits of not less than \$1,000,000 per occurrence shall be provided and maintained by the VENDOR. The only aggregate limit acceptable is a "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501 or equal).

(a) If the Commercial General Liability form is used:

(1) Coverage A - shall include premises, operations, products and completed operations, independent 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.

4.03 Business Auto Liability. Business Auto Liability insurance shall be provided by the VENDOR with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance, or use of any auto including owned, non-owned and hired automobiles and employee non-ownership use.

4.04 Workers' Compensation. VENDOR shall purchase and maintain Workers' Compensation insurance for statutory requirements and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee, \$1,000,000 policy limit for disease, and shall be responsible for ensuring that any subcontractor has statutory coverage. CITY need not be named as an Additional Insured, but a subrogation waiver endorsement is required.

4.05 Professional Liability Insurance. CareHere shall ensure that the Medical Professional maintains, throughout the term of this Agreement, professional liability insurance covering the acts and omissions of the Medical Professional, in the minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. CareHere will require the Medical Professional to notify CareHere immediately in the event he or she does not have the required coverage and CareHere will promptly remove and replace such Medical Professional with another qualified Medical Professional. CareHere shall provide City proof of such professional liability insurance maintained by the Medical Professional. City of Ocala will be named on the certificate, but not as additional insured.

ARTICLE V MISCELLANEOUS

5.01 Notice. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice): (a) hand delivered by messenger or courier service; (b) faxed, or (c) mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested; addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this paragraph:

a. If to City: Tiffany L. Kimball, Contract Manager
City of Ocala, City Hall
110 SE Watula Avenue
Ocala, FL 34471
E-mail: tkimball@ocalafl.org
PH: 352-629-8366 FAX: 352-690-2025

b. With a copy to: Patrick G. Gilligan, Esquire
Gilligan, King, and Gooding P.A.
1531 SE 36th Avenue
Ocala, FL 34471
E-mail: pgilligan@ocalalaw.com
PH: 352-867-7707 FAX: 352-867-0237

c. If to Vendor: Ben Baker, Chief Operating Officer
CareHere, LLC
5141 Virginia Way, Suite 350
Brentwood, TN 37027
E-mail: bbaker@carehere.com
PH: 615-275-9676 FAX: 615-656-0159

Ray A. Tomlinson, President
Crowne Consulting Group
2710 Rew Circle, Suite 200
Ocoee, FL 34761
E-mail: rtomlinson@crowneinc.com
PH: 321-221-0665 FAX: 407-654-9614

5.02 Transferability. Except as provided in Section 5.07, neither the City nor CareHere may assign or otherwise transfer this Agreement to a third party without the prior written consent of the other party, which may be given or withheld by the other party in its sole discretion.

5.03 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the City and CareHere with respect to the subject matter hereof and supersedes all prior agreements. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by both of the City and CareHere.

5.04 Governing Law and Venue. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Florida, without giving effect to its conflict of laws provisions. The appropriate state court of Marion County, Florida shall be the exclusive venue for any litigation arising out of or relating to this Agreement.

5.05 Business and Financial Records. The parties recognize that the financial and business records relating to this Agreement are subject to public disclosure under the Florida Public Records Act.

5.06 Access to Books and Records. Both CareHere and the City agree to provide access to their books and records, as they relate to this Agreement, to the other party.

5.07 Assignment. CareHere shall not assign this Agreement to any third party without the prior written consent of the City, which shall not be unreasonably withheld.

5.08 Crowne Consulting Relationship. The parties acknowledge that Crowne Consulting Group ("Crowne") has provided services in connection with this transaction pursuant to an agreement between Crowne and CareHere, including without limitation the introduction of CareHere's onsite clinic services to the City, the coordination of the establishment of the clinic to be operated by CareHere and continuing administrative services which may be required of Crowne. CareHere agrees that it shall be solely responsible for the compensation of Crowne for all such services and that the City shall have no liability to Crowne for such compensation. In the event Crowne or any of its related entities provides equipment to or for the benefit of the City, the terms of the provision of such equipment, including any compensation due for the City to CareHere or Crowne for the equipment will be reflected in a separate written agreement.

5.09 Bankruptcy. In the event of bankruptcy, either voluntary or involuntary of the vendor, or in the event of the vendor's insolvency, or upon assignment for the benefit of creditors, then, in any such event, the City shall have the right to terminate the contract and any purchase orders immediately as if the contract and purchase orders had not been made, and no assignment for the benefit of creditors, nor any receiver, nor any trustee of bankruptcy, shall ever have any right or claim under the terms hereof.

5.10 Non-Funding. In the event sufficient budgeted funds are not available or become depleted, the City shall notify CareHere of such occurrence and contract shall be terminated without penalty or expense to the City as provided pursuant to Sections 3.03 and 3.04 above.

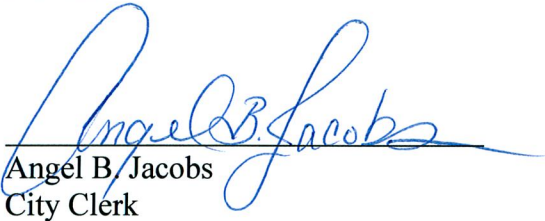
5.11 Attorney Fees. If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall 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. Attorney's 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.

5.12 Section Headings. The section headings herein are included for convenience only and

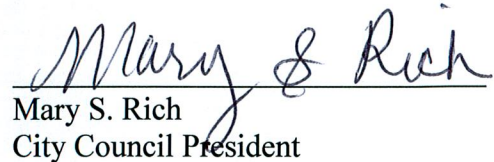
shall not be deemed to be a part of this Agreement.

THEREFORE, each of the parties hereto set their hand and seal on this Agreement as of the day and year set forth immediately beneath their respective signatures.

ATTEST:

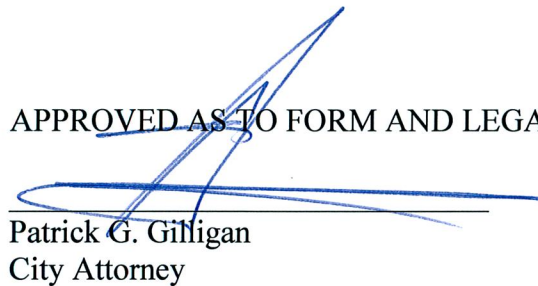

Angel B. Jacobs
City Clerk

CITY OF OCALA,
a Florida municipal corporation

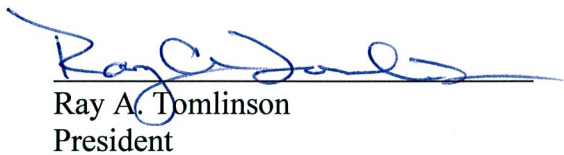

Mary S. Rich
City Council President

12-4-12
Date

APPROVED AS TO FORM AND LEGALITY:

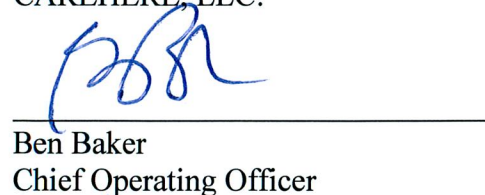

Patrick G. Gilligan
City Attorney

CROWNE CONSULTING GROUP, INC:


Ray A. Tomlinson
President

12-12-12
Date

CAREHERE, LLC:


Ben Baker
Chief Operating Officer

1/8/13
Date

ACCEPTED BY CITY COUNCIL
December 4, 2012
DATE
OFFICE OF THE CITY CLERK

EXHIBIT A

"STANDARD SCOPE OF SERVICES"

Medical Services include but are not limited to the following:

- Chronic illness evaluation, treatment and management
 - Diabetes
 - High Cholesterol
 - Hypertension
- Acute Conditions
 - Sore throats/ears/headache
 - Cough, Sinus
 - Strains/sprains/musculoskeletal problems
 - Acute urinary complaints
- Lab testing
- Medication dispensing
- Occupational Conditions and Employment-Related Activities
 - On the Job Injuries (OJI) /Work-related injuries to include coordination and assistance with the Workers' Compensation TPA
 - Minor surgical procedures, such as sutures for laceration treatment
 - Spirometry testing is done onsite
 - Respiratory-Clearance for Respirator-fit testing only done onsite
 - Physical exams to include pre-employment, annual and routine physicals and return-to-work physicals
 - Inoculations and TB testing - Hepatitis-B, T-Dap, Influenza vaccinations, and PPD testing
 - Drug testing to include pre-employment, reasonable suspicion, random and Breathalyzer for alcohol
 - MRO (Medical Review Officer) services
- Personal hygiene related problems
- Ordinary and routine care of the nature of a visit to the doctor's office

Long Term Prevention Programs Included

- Lab Insight Health Risk Assessment with comprehensive blood draw analysis
- Aggregate data analysis from your employee population to develop tailored programs for your Pharmaceutical Program Management
- Physician/Nurse "Reach Out" Program to make contact with the highest health risks
- Population Health Management programs targeted for the greatest impact (obesity, diabetes, high blood pressure, etc.)
- Disease/Case Management – (proactive assignment of a “health coach” to assist patients with identified needs
- Self-Care Education Tools and Manual online and in print form
- Comprehensive Health Education Training
- Physician Health Seminars

- Population Promotions
- DOT exams and related screening labs

Program Enablers and Infrastructure Included

- 800 Customer Support
- 24x7 Online Scheduling System
- Electronic Medical Records System
- Online Medical Management & Tracking System
- Clinic Best Practices Sharing
- Clinic Inventory Management (supplies, medications, etc.)
- Medical Staff Recruiting
- Medical Staff Management
- Analysis, Trends, Reporting & Survey Results

“SAMPLE ADDITIONAL SCOPE SERVICES”

The following services will be provided in addition to the “Primary Care Medical Services” should City notify CareHere in writing such request. City agrees that CareHere will price these services separately from “Primary Care Medical Services” and these services will be provided at an additional cost.

Treatment of all OJI/work related Job injuries beyond triage level not identified previously

If selected as provider from the panel (if required), treat acute and chronic work related injuries. If outside physician is selected, coordinate and monitor process

Medical Surveillance

- **Hearing** - Administration and performance of audiometric exam, STS review, work relationship determination and report/documentation, including employee notification letters.
- **Mobile Equipment Exams** - Conduct medical history review, vision testing, and medical exam for employees required to operate mobile equipment; fork truck physicals.
- **Special Drug testing**- The collection of hair testing samples or other customized requirements may be conducted by CareHere at an additional cost upon mutual agreement; post-rehabilitation random testing.

Exams

- **Pre Employment** - Coordinating/conducting functional capacity testing, medical history, or other specialized testing, etc.

- **Executive** - Administer standardized program through local provider for eligible executive employees.
- **Ergos** - Assist with fitness evaluations using on-site evaluation equipment if available

Coordinate IME/FFD/FCE Programs

Make medically sound recommendations to have employees independently evaluated for overall fitness for duty. This program will involve exams of a nature that could require extensive evaluations that may include physical therapy and/or other specialty vendors as requested by treating physician for employees who are returning to work as a result of an occupational condition, injury or disability.

Employee Medical Management

Conduct meetings with employees who have had numerous medical concerns

On-Site Case Management Services

Shall include the following:

- Assist in identifying work related injuries
- Evaluate, Treat, Monitor and Manage work-related injuries
- Promptly refer to specialist as needed for consultative diagnosis, treatment and/or prognosis of an injury or disease
- Expedite tracking and receiving reports from outside medical appointments
- Monitor and gate-keep current workers comp cases
- Assist in the development of a Managed Care Referral Network for work compensation cases, if requested
- Facilitate, from a medical perspective, in the settlement or closing of any workers compensation cases

Laboratory Services

Special Lab services per physician order

Inoculation and Foreign Travel

Provide and Administer inoculations and prescriptions for foreign travel and work place exposures (other than T-Dap, Hepatitis-B, Influenza vaccine or PPD testing) as requested and approved by the City.

Physician Panel

Participate in the selection/removal of community physicians for our panel. Also maintain the panel documentation, if applicable.

Outside Physician interface

Interact with physicians regarding any medical issues of concern; Contract with Physical Therapy Company for on-site services.

EAP Interface

Providers recommend and assist employees in voluntary or management in mandatory referrals as appropriate (except those provided via Wellness/DM program by CareHere at no additional cost).

Governmental Regulations and Compliance

Ensure compliance with all applicable medical and government regulations for CLIA, OSHA, DOT, and Bloodborne Pathogen training.

Job Reviews

Conduct medical job reviews as needed to assist in making recordability decisions

Team Work-Place Evaluations

Participate on a team that conducts daily workplace reviews to identify safety and/or ergonomic risk factors

Urgent Care Response (Industrial/Plant Setting)

Respond to any on-site emergencies and track and report through return to work

Medical Information System Training/Upkeep

Maintain a real time system of case tracking and documentation

Assist in and/or the Management of OSHA 300 and 301 recordkeeping

EXHIBIT B

MEDICAL SUPPLIES AND EQUIPMENT

Below is a list that illustrates items that may be required in the exam room by the Medical Professional to deliver Medical Services in accordance with the Agreement.

Exam table/stool	Disinfectant
Small refrigerator	Waste cans
Lockable cabinet	Waste can liners
Gooseneck light	Gloves
Diag Set 3.5V Halogen/disposable covers	Suture supplies
Sundry jars	Glucose test supplies
Pillow/pillow covers (cloth and disposable)	Urinalysis supplies
Table paper	Strep testing supplies
Thermometer/disposable covers	Mono testing supplies
4 X 4's	Disposable gowns
Tongue depressors	Disposable drapes
Cotton balls	Thermometer (freezer)
Alcohol	3" Elastic bandage
Alcohol dispenser	Cold pack
Blood pressure cuffs	Emesis basins
Stethoscope	Medications/Injectables (by physician order)
Surgical tape	Lab supplies Tubes, requisitions, tourniquets)
Biohazard bags and Removal Service	Wall Posters, Charts
Biohazard stickers	Small desk and chair (if not provided by City)
"Allergic To" stickers	Needles
Sharps containers	Syringes
Computer, Fast Internet Connection, "4 in 1" Printer/Fax/Copier/Scanner	Trash removal, Clean-up, and General Maintenance
Fire Extinguisher	

CITY OF OCALA CITY COUNCIL REPORT

Council Meeting Date: 12/04/12

Subject: Contract with CareHere, LLC

Submitted By: Jared Sorensen

Department: Human Resources & Risk

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item (ID # 5121) the contract with CareHere, LLC in partnership with Crowne Consulting Group for providing an on-site health center

OCALA'S RELEVANT STRATEGIC GOALS: 1 Balance all funds for fiscal sustainability

PROOF OF PUBLICATION:

BACKGROUND:

In February, 2008, an RFP was issued to obtain competitive proposals from qualified and experienced firms to provide worksite healthcare services, including pre-employment health screening functions, occupational and non-occupational health services, on-site basic health services and involvement in wellness and disease management programs. The goal was to achieve efficient and optimal screening of employees as they enter the City's workforce and provide basic healthcare and wellness/disease management, as well as preventative medicine and various testing services.

On December 15, 2008, City Council approved a three year contract with CareHere, LLC in partnership with Crowne Consulting Group to provide an on-site health center for City health insurance plan participants and dependents. On November 15, 2011, City Council approved a 1 year renewal with CareHere, LLC to continue the services at the City's Health Center.

The current contract is due to expire December 16, 2012. Staff met with Crowne Consulting Group and negotiated the following provisions:

- * The City will continue to pay a program fee of \$23.00 per employee per month and we have the option of allowing retirees to use the Health Center if the City chooses to add that benefit.
- * The vendor has agreed to allow up to 25 non-eligible employees to use the wellness portion, which includes Health Risk Assessment, webinars, and training classes etc., of the Health Center at no charge. If we have over 25 non-eligible employees, the City will agree to pay a program fee of \$15 per non-eligible employee per month for each additional.
- * In addition, CareHere will be providing, at no cost, a data analytics report. This report will quantify the value of the services performed and reported at the Health Center.
- * The proposed contract is for a term of three years with an additional three year renewal.

FINDINGS:

As a result of the medical visits to the on-site health center, medical trend which was estimated

for fiscal year 2011-2012 at 12% has been flattened to approximately 3%, allowing the City to avoid approximately \$2,000,000 in claims cost since inception of the Health Center.

Utilization at the Health Center has averaged 83% since inception. Over 27,000 appointments have been made since inception, with 10,228 appointments scheduled for FY2011-2012. The Center has dispensed over 13,000 prescriptions since inception which helped to reduce the prescriptions claims on the City's Health Plan despite the increased pressure of medical trend.

CONCLUSIONS:

As a result of the medical visits to the on-site health center, medical trend was flattened to below 3% as depicted in the attached graphs.

The health center has enhanced its customer service delivery and has received numerous compliments from employees and dependents as reflected by the comments from the suggestion/comment box located in the health center lobby.

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item (ID # 5121) the contract with CareHere, LLC in partnership with Crowne Consulting Group for providing an on-site health center

FISCAL IMPACT:

The Fiscal year 2012-2013 budget includes funding to support this contract. In addition, there is a provision in the contract that allows the City to cancel the contract if funds become unavailable in future years.

LEGAL REVIEW: The contract is pending review by the City Attorney, Patrick G. Gilligan.

ALTERNATIVE:

Discontinue the clinic program, solicit a RFP for clinic services or renew current contract for one year.

SUPPORT MATERIALS:

CareHere Contract (DOCX)

CareHere Info (PDF)



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0298

Agenda Item #: 10i.

Submitted By: Brittany Craven

Presentation By: Doug Peebles

Department: Electric Utility

FORMAL TITLE:

Purchase of four R-Mag circuit breakers from WESCO Distribution for the Shaw Substation in the amount of \$177,999

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence

PROOF OF PUBLICATION:

Sole source notice was posted on November 29, 2023 (SSP-215)

BACKGROUND:

Ocala Electric Utility (OEU) is transitioning from spring-charged circuit breakers to R-Mag circuit breakers manufactured by ABB, Inc., and distributed by WESCO. Unlike spring-charged breakers, which require periodic maintenance and are prone to malfunctions, R-Mag breakers feature a maintenance-free magnetic actuator, offering improved reliability and operational efficiency.

The transition was prompted after OEU identified a malfunction in older breakers, leading to the decision to replace all units with R-Mag breakers to enhance safety, reliability, and performance across substations.

On November 29, 2023, OEU requested standardization of ABB R-Mag breakers due to the unavailability of parts for existing breakers. On January 3, 2024, the Procurement and Contracting Officer approved citywide standardization of ABB brand R-Mag breakers.

FINDINGS AND CONCLUSIONS:

This purchase request covers breakers for the Shaw Substation upgrade and completes the replacement of faulty S&C breakers. Staff recommends approval of the purchase of four R-Mag circuit breakers.

FISCAL IMPACT:

Funds for the breaker upgrade at Shaw Substation are budgeted in the Fiscal Year 2025-26 capital project account number 332-032-183-531-69-65010. Council approved the purchase of 14 R-Mag Circuit breakers on January 7, 2025, for Airport and Water Plant substations.

PROCUREMENT REVIEW:

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

LEGAL REVIEW:

The terms and conditions of the City's standard and approved Purchase Order shall govern this purchase.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny



19800 S O'BRIEN RD
UNIT 102
GROVELAND FL 34736

Quotation

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE WESCO TERMS AND CONDITIONS OF SALE PUBLISHED AT WWW.WESCO.COM/TERMSOFSALE ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION. Wesco may assess storage and transportation fees if you do not take or accept delivery within 90 days of product availability. Wesco may also update this quote or above pricing due to changes in duties, freight, tariffs, supplier pricing, surcharges, commodity pricing, or exchange rate fluctuations.

To: CITY OF OCALA
1805 NE 30TH AVE BLDG 700
UTILITY SERVICES W-HSE
OCALA FL 344704882

Date: 11/14/25

Branch: 7848

Project Number: RMAG RFQ

Project Name

Quoted To:

Date of Your Inquiry: 11/14/25

When ordering please refer to Quotation Number: 703791

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
10	4	ABB***MB11140LTNH5KMZC / RMAG CIRCUIT BREAKER CUSTOMER PO LINE NO: 1 LEAD 27 WKS / 3 WKS APP DWGS	44499.750	E	177999.00	0.00		05/20/26
SUB-TOTAL					177999.00			
TOTAL					177999.00			

Wesco may assess storage and transportation fees if you do not take or accept delivery within 90 days of product availability. Wesco may also update this quote or above pricing due to duties, freight, tariffs, supplier pricing, surcharges, or exchange rate fluctuations. BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE TERMS AND CONDITIONS OF SALE ATTACHED PUBLISHED AT www.wesco.com/termsofsale ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

Per:

Commercial and Technical Tender

ABB Negotiation Number: 000-00005317

Equipment: R-MAG® Outdoor Dead Tank Breaker

11/07/2025

This proposal offers the market leading circuit breaker, the ABB R-MAG. ABB's R-MAG has over 20 years of field proven experience and over 30,000 installations. ABB is the only company to offer a full medium voltage portfolio with magnetic actuation, from 15kV to 38kV. The R-MAG is designed to provide the most reliable outdoor breaker in the market, minimizing downtime, improving SAIDI measurements, and significantly decreasing maintenance costs over the lifetime of the product. ABB's R-MAG delivers quantifiable value in the following areas:

Increased reliability

- Optimized durability with the ability to achieve 10,000 operations, five times greater than the ANSI requirement, over a temperature range of -50°C to +70°C (-58°F to 158°F)
- Minimized potential points for failure by having only one moving part in the magnetic actuator operating system, as opposed to spring-charged mechanisms that house over 100 moving parts
- Unparalleled performance of internal components
 - ABB magnetic actuator is rated for 100,000 operations for the 15 and 27kV R-MAGs and 50,000 operations for the 38kV R-MAG
 - ABB's world leading vacuum interrupters are rated for 30,000 full load operations

Reduced O&M

- NO MAINTENANCE is required on the magnetic actuator, as opposed to spring-charged mechanisms that are dependent on periodic maintenance to ensure proper operation
- Minimal maintenance is required every 2,000 operations, four times the ANSI standard of 500 operations between servicing
- Shorter maintenance times as there are no coils or motors to replace and there is no gas or oil used
- Easy plug and play design of the ED2 electronic control board for rapid replacement in the field

Warranty

ABB's R-MAG has over 20 years of proven experience with over 30,000 installations. The R-MAG comes with a 5-year comprehensive warranty and 24 hour / 7 day a week customer service.

NextGeneration R-MAG cabinet

New NEMA3R

The new NextGeneration R-MAG cabinet NEMA3R is designed to exceed the traditional NEMA3R rating. This new NEMA3R introduces numerous improvements focused to provide a higher ingress protection against water and dust.

New NEMA4 cabinet

This new cabinet version introduces a set of dedicated special improvements, as compared to NEMA3R, in some key elements of the housing to withstand the most challenging outdoor environments. The new NEMA 4 housing is ready to withstand sleet, snow, heavy rain, storms and wind-driven rain impacting the housing at rates of more than 60 gal./min. from any direction.

New Arc Resistant cabinet

The arc-resistant version of the R-MAG® breaker has been tested to internal arc resistance as per IEEE C37.20.7-2017, Type 2B accessibility. The arc-resistant feature provides an additional level of protection to equipment and personnel in the proximity of the arc-resistant R-MAG breaker. The specially designed enclosure withstands the mechanical and thermal stress of an arc fault and releases the gases through the specially designed chimneys.



ABB is ready to support this proposal with technical application experts, spare parts, training, and support services to ensure the ease of installation and the reduction of the total cost of ownership. Thank you in advance for considering this proposal. Please do not hesitate to contact ABB with any questions.



Commercial and Technical Tender

ABB Inc.

655 Century Point
Lake Mary, FL 32746
Tel: 407-732-2000

Date:	11/07/2025
Tender ID:	000-00005317
Account manager:	
Valid through:	12/22/2025
Specifications:	
Revision:	A

Prepared for:

WESCO DISTRIBUTION INC
2500 DEAN LESHER DR STE C CONCORD,
CA 94520-1276 US

Prepared by:

Ricardo Bermúdez
ricardo.bermudez-martinez@mx.abb.com

Pricing

Standard lead time*

- 27 weeks with approval drawings
- 22 weeks without approval drawings and an existing bill of material

*See full details in the Delivery section in the Terms and Conditions

Purchase Order Requirements

All purchase orders must include the following items:

- Sold To (Buyer) address
- Issued to:
 - Industrial Connections & Solutions, LLC
 - 305 Gregson Dr.
 - Cary, NC 27511
- Reference to the ABB Quote No. and Quote Version
- Any terms & conditions that differ from a valid Master Agreement or ABB Standard

Failure to include these items or including items in conflict with this proposal will result in a rejected order and delayed order entry.

Bill of Material(s)

Item #	Qty	Description
1	4	Circuit Breaker, Medium Voltage, ANSI Outdoor Vacuum, R-MAG, MB11140LTNH5KMZC Types Rating: MB1114 - 15.5 kV 1250 A 110 kV BIL 25 kA Operating duty: O-0.3s-CO-3min-CO Voltage: 15.5 kV BIL: 110 kV BIL Interrupting Current: 25 kA

Technical Data Sheet



Item Number : 1
ABB Product ID : MB11140LTNH5KMZC

Quote No: 000-00005317
Modified User: MARTINEZ, Ricardo
BERMUDEZ

Type	R-MAG - Outdoor Dead Tank Vacuum Magnetic Circuit Breaker
Types Rating	MB1114 - 15.5 kV 1250 A 110 kV BIL 25 kA Operating duty: O-0.3s-CO-3min-CO
Switching Application	Standard Capacitor Switching C1 Class (IEEE Std C37.04-2018)
Voltage	15.5 kV
BIL	110 kV BIL
Interrupting Current	25 kA
Power Frequency	60 Hz
Auxiliary Switches	0 - (1) 20 deck snap action rotary switch. Normally this should provide 6 'a' and 6 'b' field adjustable contacts.
CTs 1-3-5	L - 1 Set 1200/5 C400 TR 2.00 (4.12') 1 set of 1200/5 C400 Bushing Current Transformers on bushings 1-3-5. Thermal Rating Factor @ 30°C: 2.00. Full Winding Metering Class: 0.3B1.8.
CTs 2-4-6	T - 1 Set 2000/5 C400 TR 2.00(2.38') 1 set of 2000/5 C400 Bushing Current Transformers on bushings 2-4-6. Thermal Rating Factor @ 30°C: 2.00. Full Winding Metering Class: 0.3B1.8.
Enclosure Material	N - NextGeneration R-MAG Cabinet (15kV, 1200A). Review details of NextGeneration cabinet in this quote's introduction section
High Voltage Door	HV Cover Small Cabinet

High Voltage Door	HV Door Mid size Cabinet
BCT Shorting Type	Special BCT shorting type terminal blocks.
WILD_CARD	Special BCT shorting type terminal blocks - One lot of Teledyne/Penn-Union terminal blocks (Cat. No. 6006-SC for current transformer) NO SUBSTITUTIONS, 403A130H03
BCT Wiring	#12 AWG wire. All taps wired to terminal blocks.
ED2.0 board	H - 85-264 VAC or 77-280 VDC High Voltage Board (15.5 kV)
Control Voltage	5 - 125 VDC Operating Voltage
Circuit Protection	K - Fused knife switches provided for control circuits
Bushing Type	Standard Bushing (15.5 kV, 1200 A, 110 kVBIL) Six ANSI-70 gray Porcelain Bushings. Standard creepage: 17.50in. (445 mm) - 12 THDS copper stud bushing.
Bushing Terminal Connectors	C - Stud to cable clamp #2-1000 MCM connectors
Control Type	M - Relay (Microprocessor)
WILD_CARD	Special relay - SEL351A 125VDC W/INPUT 125VDC PN 0351A0H2X3E54X1
Panel Configuration	Z - Special panel
Control Wiring	#14 AWG; Control Wire as required

Control Wiring Lugs	Uninsulated control wiring lugs provided
Control Terminal Blocks	Special terminal blocks as required Due to global Supply Chain crisis, the terminal blocks used in final production may vary as per availability of Marathon, Magnum or GE terminal blocks. Technical parameters of alternate terminal blocks match/exceed the parameters of the originally assigned terminal blocks.
WILD_CARD	Special control terminal blocks - One lot of Teledyne/Penn-Union terminal blocks CAT 6012 for controls), NO SUBSTITUTIONS, 628A378H18
Heaters	(2) 240 VAC, 375 Watt heaters provided; one for the low voltage compartment and one for the high voltage compartment.
Local/Remote Switch	No local/remote switch provided
Test Switches	Special test switch
WILD_CARD	Special test switch - FT1SW (FT1-252)
Digital Meters	No digital meters provided
Thermostats	(1) Standard thermostat included. Operating Range: 70°F to 80°F
Wire Markers	Brady wire marker sleeves as required
Control Switch	Special control switch
WILD_CARD	Special control switch - SWITCH TYPE SB1 GE #16SB1B14X2
Legacy Material	No, SIMILAR TO 1VAS001835-0001, now with terminal connectors Clamps (C). 12A10925H01

Special Final Assembly	Special Final Assembly None
Seismic Option and Wind Load	No Seismic qualificatoin is being provided
Shipping Special	Special Shipping Requirements No
Dynamic Accessories	120 VAC relay cabinet light mounted inside relay control cabinet
Dynamic Accessories	ED2.0 Capacitor discharge switch
Dynamic Accessories	Device Nameplates
Dynamic Accessories	External bushing identification stickers on roof
Dynamic Accessories	120 VAC, 1 phase GFI utility outlet mounted inside the relay control cabinet
Dynamic Accessories	Ground Clamps (#4 - 4/0)
WILD_CARD	Special Accessory 1 - Two LED indicating lamps, complete with resistor for 125 Vdc. One red lens (left) for OCB "close" position indication and one green lens (right) for OCB "open" position indication. G.E. Co. Type ET-16, or approved equal.
WILD_CARD	Special Accessory 2 - One re-closing relay "auto-off-manual" switch, General Electric Type 16SB1EB304SSM2K, NOSUBSTITUTIONS
WILD_CARD	Special Accessory 3 - BURNDY 12-10 WIRE 4-6 STUD YAV10-T7 NON
WILD_CARD	Special Accessory 4 - BURNDY #YAV10-L36 12-10 STRD WIRE #8-10

WILD_CARD	Special Accessory 5 - BURNDY #YAV10 12-10 #8-10 STUD NON - INS
Termination Count	Termination Count 500-750
CT Count	CT Count - 6 CT's
Capacitors Count	2 capacitors

ABB Internal Order Entry Information:

CID Code: 9AAC30400486
Source Location Code: 9AAE324912
Manufacturing: 3407, Mexico - San Luis Potosi

Clarifications

ABB provides quotation based on the specifications provided by WESCO DISTRIBUTION INC.

1. All quoted or agreed prices are subject to revision at any time in the event of: (i) a material increase in component, raw material, or energy costs; or (ii) governmental action such as new or increased tariffs.
2. Quoting using order WD115259, now using DS1210012 (2AWG to 1000 MCM Bronze Stud).

Revision History

Rev #	Date	Description of Change	Handled By

Shipment Schedule

Contract drawings, information submittals, manufacturing, and shipment schedules will follow the outline below and is contingent on customer approval in the time frame indicated:

- I. Orders with Drawing Approval
 - Approval Drawings – 3 weeks after receipt of ABB approved order
 - Customer drawing approval time – 2 weeks to keep order timeline on schedule
 - Product ready for shipment – 20 weeks after return of all approval drawings with customer release for manufacture
 - Delivery – 1-2 weeks
 - Total lead time: 27 weeks
- II. Orders with existing bill of material, no bill of material changes and no approval drawings (duplicate orders)
 - Manufacturing time – 20 weeks after receipt of ABB approved order
 - Delivery – 1-2 weeks
 - Total lead time: 22 weeks

All customer provided data and requirement must be finalized at the time of purchase order placement. Revision to contract requirements may result in schedule changes and delays. All lead-times are subject to change based on prior sales and loaded factory capacity, please contact factory for actual lead-times at time of order placement.

Example R-MAG Cost Savings

Operating mechanism maintenance cost savings

	Mechanism type		
	Spring charged ¹		Magnetic actuator
Estimated service life (years) ²	30		30
Number of years between maintenance	5	10	Not applicable
Labor cost per hour	\$ 239.00	\$ 239.00	Not applicable
Switching time (hrs.)	2 hrs.	2 hrs.	Not applicable
# of workers required for switching	2 workers	2 workers	Not applicable
Cost of Switching	\$ 956.00	\$ 956.00	Not applicable
Time to complete maintenance (hrs.)	2 hrs.	2 hrs.	Not applicable
# of workers required for maintenance	2 workers	2 workers	Not applicable
Cost of Maintenance	\$ 956.00	\$ 956.00	Not applicable
Cost per maintenance event	\$ 1,912.00	\$ 1,912.00	Not applicable
Lifetime maintenance costs	\$ 11,472.00	\$ 5,736.00	\$ 0.00

Lifetime operating mechanism maintenance cost savings, up to \$11,472.00

General breaker maintenance costs

	Mechanism type		
	Spring charged ¹		Magnetic actuator
Estimated service life (years) ²	30		30
Number of years between maintenance	5	10	10
Labor cost per hour	\$ 239.00	\$ 239.00	\$ 239.00
Time to complete maintenance (hrs.)	1 hr.	1 hr.	1 hr.
# of workers required for maintenance	1 worker	1 worker	1 worker
Cost per maintenance event	\$ 239.00	\$ 239.00	\$ 239.00
Lifetime maintenance costs	\$ 1,434.00	\$ 717.00	\$ 717.00

Lifetime general maintenance cost savings, up to \$717.00

ED2.0 electronic control board cost savings

	Mechanism type		
	Spring charged ¹ Replacement of coil/motor	Magnetic actuator Replacement of ED2.0	
Estimated service life (years) ²	30		30
Number of years between maintenance	5	10	15
Labor cost per hour	\$ 239.00	\$ 239.00	\$ 239.00
Time to complete maintenance (hrs.)	4 hrs.	4 hrs.	1.5 hrs.
# of workers required for maintenance	2 workers	2 workers	1 worker
Cost per maintenance event	\$ 1,912.00	\$ 1,912.00	\$ 358.50
Lifetime maintenance costs	\$ 11,472.00	\$ 5,736.00	\$ 717.00

Lifetime ED2.0 change-out cost savings up to \$10,755.00

¹The values used for the spring charged mechanism breaker referred to in the 'Example R-MAG Cost Savings' are based on ABB's R-MEC breaker that utilizes a spring charged mechanism.

²The Estimated Service Life refers to the normally observed useful service life for a product. The estimated service life will vary based on the environment, maintenance and usage of the breaker; ABB offers a standard 5year limited warranty for its R-MAG product line.

PPI Indexes

BLS Series ID	Description
PCU335313335313A	PPI industry data for Switchgear and switchboard apparatus mfg-Switchgear, excluding ducts and relays

BLS Series ID	Description
PCU335313335313	PPI industry data for Switchgear and switchboard apparatus mfg

In case that the delivery requested by the customer is greater than 6 months from the date of the Purchase Order, price recalculation will be for each separate LOT/delivery in time of actual Release for Manufacturing for that LOT/delivery. The adjustment will be calculated according to the following formula:

$$P_1 = P_0 \left(1 + \frac{PPI_1 - PPI_0}{PPI_0} \right) = \text{new price in absolute value}$$

Where: PPI_0 = PPI month of Order

PPI_1 = PPI month of actual Release for Manufacturing

P_1 = new price

P_0 = original price

PPI Index: <https://data.bls.gov/pdq/querytool.jsp?survey=pc>

TERMS AND CONDITIONS OF SALE

General Policies and Conditions

1. This Proposal is offered subject to the following: 1) attached TERMS AND CONDITIONS OF SALE, 2) an executed Master Supply Agreement ("MSA"), and 3) ABB Inc.'s current general Terms and Condition of Sale. Any conflict among the documents comprising the terms of this Proposal shall be resolved in accordance with the following order of precedence: (i) an executed MSA incorporating the following Terms and Conditions of Sale (ii) attached TERMS AND CONDITIONS OF SALE incorporating ABB Inc. General Terms and Conditions of Sale (iii) or ABB Inc. General Terms and Conditions of Sale. Non-ABB preprinted PO terms have no force and/or effect and are hereby rejected by ABB.
2. All quoted or agreed prices are subject to revision at any time in the event of: (i) a material increase in component, raw material, or energy costs; or (ii) governmental action such as new or increased tariffs.
3. Buyer represents and warrants that there are no federal, state, or local (collectively "Governmental") contracting provisions, regulations, flow-downs, or requirements that apply to this transaction, including without limitation any Governmental domestic preference or prevailing wage, other than such terms that have been disclosed and agreed to by Seller in writing. Buyer assumes sole responsibility for any costs associated with non-compliance of terms not agreed by Seller in writing. Unless expressly provided in writing, Seller makes no representation that the quoted product(s) or service(s) comply with any Governmental contracting provisions and regulations.
4. This proposal expires in 30 calendar days, unless terminated sooner by notice. This proposal is not inclusive of taxes of any kind, unless explicitly stated.
5. Orders not requiring engineered drawings for approval must be released by Buyer for manufacture within 90 days of PO receipt. If engineered drawings are required, they must be returned and approved by Buyer for release within 60 days of mailing. If not, and/or shipment is delayed for any reason the price will increase by 1.5% for each partial/full month that shipment release is delayed after the 90-day period. If project is delayed 6 months or more after PO receipt, project will be repriced based off current market values.
6. For MV Transformers (including Padmount, Substation, & Power transformers), refer to the factory proposal for applicable terms and conditions including, but not limited to quote validity, price validity, escalation, warranty, cancellation, estimated delivery, and freight terms.

Payment Terms

1. Net 30 days from the date of invoice
2. For projects up to \$1,000,000 net, terms of payment are 100% upon invoicing.
3. If project value exceeds \$1,000,000 net, progress payments are required payable at the following milestones. These milestones will be applied at a line-item level and will be tailored to the project schedule.
 - 20% upon delivery of drawings
 - 30% upon release of equipment
 - 50% upon shipment

Warranty

1. The warranty for Products shall expire one (1) year from date of installation or eighteen (18) months after date of shipment, whichever occurs first, except that software is warranted for ninety (90) days from delivery. The warranty for Services shall expire one (1) year after performance of the Service, except that software related Services are warranted for ninety (90) days.
2. Additional 12 months available for 2% adder, 24 months for 4% adder. Engage ABB representative if longer durations are needed.
3. All warranty claim remedies are provided under the General Terms and Conditions of Sale, or any applicable MSA, whichever is applicable between the parties.

Order Cancellation – Schedule of Charges

1. 10% - Order received.
2. 30% - Drawings for approval submitted, if required.
3. 50% - Revisions to approval drawings submitted, if required.
4. 80% - Order released for manufacturing and shipment.
5. 100% - Production started.

Delivery and Transportation

1. Carrier Paid to (CPT), Incoterms 2020. ABB is responsible for arranging and paying for the transport of goods to the agreed destination.
2. The Risk of loss or damage transfers to the buyer as soon as ABB hands the goods over to the first carrier
3. Transportation and handling are prepaid and billed, unless otherwise noted in this quotation or MSA.
4. Shipment via Air or Open Top/Flatbed/Lift gate truck not included unless specifically listed herein.
5. Special Instruction - The Receiving Associate is required to sign, date, and note specific visible or concealed damage on Bill of Lading at time of delivery. Freight Company Associate is required to witness Receiver's signature, date, and damage claim annotations. ABB's Post Sales Service Department must be provided with copy of annotated BOL within five (5) days of delivery or Shipper's responsibility ends.

Other Notes

1. Standard factory test procedures will be performed. Customer inspections, customer witness tests, and any other non-standard test procedures are not included unless specifically noted herein.
2. The accompanying Bill of Material is our interpretation of what is required to meet the intent of the listed Drawings and Specifications. Please review thoroughly for accuracy and completeness and advise immediately if any revisions are required. This proposal is limited to the attached Bill of Material only. Selective coordination of the system should be verified by a qualified engineer and may require changes to the design, Bill of Material, and price.
3. The Parties are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as, of market fluctuations in the availability and cost of other raw materials, commodities, other critical components, and transportation capacities. Notwithstanding anything to the contrary in the contract terms and conditions / purchase order, if after the date of ABB's proposal / offer or during the term of the performance of the contract / purchase order there are any changes to availability and / or market conditions for electronic components, raw materials, commodities, and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract / purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the contract / purchase order date of delivery or completion. Customer hereby acknowledges and agrees that in said circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.

ABB INC. GENERAL TERMS AND CONDITIONS OF SALE

(2025-02 U.S.)

1. General.

The terms and conditions contained herein, together with any additional or different terms contained or referenced in ABB's proposal or quotation and ("Proposal"), any addenda to the Proposal, the purchase order (excluding any pre-printed terms and conditions and any terms that conflict with the Proposal or ABB's acknowledgment), and ABB's acknowledgement, submitted to Purchaser constitute the entire agreement (the "Agreement") between the parties with respect to the purchase order and supersede all other prior communications and agreements regarding the purchase order and ABB objects to any additional terms proposed by Purchaser. Acceptance by ABB of the purchase order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. "Equipment" as used herein means all the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the purchase order. "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the purchase order. "Purchaser" shall include the initial end user of the Equipment and/or services; provided, however, that Article 14(a) shall apply exclusively to the initial end user. "Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

2. Prices.

(a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof and may be modified or withdrawn by ABB before receipt of Purchaser's conforming acceptance. All prices set forth in a purchase order may be revised by ABB at any time prior to delivery or performance based on ABB's sole but reasonable estimate of its cost increases (after the Proposal date) resulting directly or indirectly from factors such as: (i) a significant increase in raw material, component, labor, or energy costs or (ii) governmental actions, such as increased tariffs on the Equipment, raw material, or components. (b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice. (c) Except as otherwise agreed by ABB, the price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, tariffs or other like taxes ("Taxes") which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such Taxes, or ABB's reasonable estimated cost impact thereof, which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any Tax or holds a direct payment permit, Purchaser shall, upon purchase order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

3. Payment.

(a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal. ABB is not required to commence or continue its performance unless and until invoiced payments have been received in a timely fashion. For each day of delay in receiving required payments, ABB shall be entitled to a matching extension of the schedule. (b) If in the judgment of ABB, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB and suspend its performance until said advance payment or payment security is received or may terminate the purchase order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments. (c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorneys' fees and court costs incurred in connection with collection. If Purchaser fails to make payment of any amounts due under any purchase order and fails to cure such default within ten (10) days after receiving written notice specifying such default, then ABB may by written notice, at its option, suspend its performance under the purchase order until such time as the full balance is paid or terminate the purchase order, as of a date specified in such notice. In the event of suspension, cancellation or termination hereunder, ABB will be entitled to recover all costs for work performed to date, costs associated with suspension, cancellation or termination of the work and all other costs recoverable at law.

4. Changes.

(a) Any changes requested by Purchaser affecting the ordered scope of work must first be reviewed by ABB and any resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change. (b) ABB may, at its expense, make any changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications (including but not limited to technical, standards, codes, performance, schedule, location or performance, plus applicable laws and regulations). If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection. ABB will not be obligated to meet specifications if not provided by Purchaser in the scope of work.

5. Delivery.

(a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered FCA ABB point of shipment, Incoterms® 2020 unless otherwise mutually agreed in writing. Equipment shipped outside the continental United States is delivered FCA Incoterms® 2020 United States port of export unless otherwise mutually agreed in writing. Purchaser shall be responsible for any and all demurrage or detention charges. (b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder. (d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten (10) days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier.

6. Title & Risk of Loss.

Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall transfer to Purchaser upon delivery according to the applicable freight term. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage with respect to the sale of Equipment shall pass from ABB to Purchaser at delivery as defined in this Agreement.

7. Inspection, Testing and Acceptance.

(a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours and subject to rules and regulations in place at the ABB premises. (b) If the purchase order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment. (c) If the purchase order provides for site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

8. Warranties and Remedies.

(a) Equipment and Services Warranty. ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that

Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software and spare parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. If the purchase order includes the sale of refurbished or repaired parts, the Warranty Remedy Period for such parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or thirty (30) days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

(c) Exceptions. ABB shall not be responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, or for any other expenses incurred in connection with the repair or replacement, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

(d) Software Warranty and Remedies. ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

9. Intellectual Property Infringement.

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or any EU member state), or any

copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any use of the Equipment or Process contrary to ABB instructions; (v) any patent issued after the date hereof; or (vi) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE EXCLUSIVE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Intellectual Property Indemnification" provision.

10. Waiver of Consequential Damages.

In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of data, loss of use, loss of use of any of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages.

11. Limitation of Liability.

(a) ABB's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Intellectual Property Indemnification") exceed the purchase order price.

(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one (1) year of the time of accrual thereof.

(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and Services.

(d) The rights and remedies of the parties contained under these terms and conditions shall be sole and exclusive.

12. Laws and Regulations.

ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth in this Agreement, and compliance with any laws and regulations related to Purchaser's duties, obligations, and business practices including the application, operation, or use and disposal of the Equipment Services or Software is the sole responsibility of the Purchaser. All laws and regulations referenced in this Agreement shall be those in effect as of the original Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall in all respects be governed by, and construed, interpreted and enforced in accordance with the laws of the State of New York, USA, excluding its conflicts of laws rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods, and both parties hereby agree that any litigation concerning, arising out of, or related to this Agreement, whether claims are based on contract, tort, equity or otherwise, shall be conducted only in the state or federal courts functioning in the State of New York, New York County and waive the defense of an inconvenient forum in respect to any such litigation. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

13. OSHA.

ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

14. Software License. (a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) the Software may be used only in conjunction with equipment specified by ABB; (ii) the Software shall be kept strictly confidential; (iii) the Software shall not be copied, reverse engineered, or modified; (iv) the Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent. (b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall

immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine-readable Software from all of Purchaser's storage media.

15. Intellectual Property, Inventions and Information.

(a) "Intellectual Property Rights" means all current and future rights in copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing. "Technology" means all inventions, discoveries, ideas, concepts, methods, code, executables, manufacturing processes, unique compositions, mask works, designs, marks, and works of authorship fixed in the medium of expression, and materials pertaining to any of the preceding; whether or not patentable, copyrightable or subject to other forms of protection.

(b) ABB shall maintain all right, title and interest in any Technology and Intellectual Property Rights that ABB owned, created, conceived or discovered prior to entering into this Agreement, or owns, creates or discovers separately from the activities contemplated by this Agreement. Unless otherwise agreed in writing by ABB and Purchaser, ABB shall have all right, title and interest in any Technology and Intellectual Property Rights that ABB creates, conceives or discovers in furtherance of this Agreement, and ABB shall have all right, title and interest in any Technology and Intellectual Property Rights embodied in the Equipment and Services. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party, unless required by a public information request from a governmental body. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

16. Force Majeure.

ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics (including any variations),

Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

17. Cancellation.

Special order, custom designed, and made-to-order Equipment are non-cancelable and non-returnable. Any other purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges as set forth in the cancellation schedule included in the Proposal or payment of, including but not limited to, the purchase price of the work performed prior to the effective date of notice of termination, the costs identified to the purchase order incurred by ABB for work not completed, and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

18. Termination.

(a) No termination by Purchaser for material default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

(b) If the event of termination for a material default, ABB shall reimburse Purchaser the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Purchaser to complete that scope, and Purchaser shall pay to ABB the portion of the Agreement price allocable to Equipment completed and any amounts due for Services performed before the effective date of termination.

(c) ABB may terminate the Agreement (or any affected portion thereof) immediately for cause if Purchaser becomes insolvent/bankrupt, or materially breaches the Agreement, including, but not limited to, failure or delay in Purchaser making any payment when due, or fulfilling any payment conditions.

19. Export Control.

(a) The following definitions apply to this Article 19:

"Trade Control Laws" means all applicable trade and economic sanctions laws and regulations, specifically including but not limited to the U.S. International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq.; the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774; the Foreign Assets Control Regulations ("FACR"), 31 C.F.R. 500-598; the Foreign Trade Regulations ("FTR"), 15 C.F.R. 30-199; and, any administrative or regulatory decisions or guidelines adopted pursuant to Trade Control Laws.

"Purchaser Entities" means Purchaser's officers, directors, employees, parent company, subsidiaries and other affiliates, and if f the Equipment, Software and/or Services are subject to resale or other distribution, Purchaser's customers and end-users of the same.

(b) Purchaser shall comply in all respects with Trade Control laws and shall not export, re-export, transfer, disclose or otherwise provide or make accessible the Equipment, Software, data or other information provided to Purchaser by ABB hereunder, to any non-U.S. person or entity (including Purchaser's dual and/or third-country national employees or third party contractors) without first complying with all requirements of the applicable Trade Control Laws. If Purchaser is a U.S. entity and is engaged in the business of either exporting or manufacturing (whether exporting or not) Defense Articles or furnishing Defense Services as defined in the ITAR, Purchaser represents that it shall maintain an active registration with the U.S. Department of State's Directorate of Defense Trade Controls ("DDTC"), as required by the ITAR, throughout the performance of this Contract, and that it maintains an effective export and import compliance program in accordance with the ITAR. If Purchaser is a U.S. entity and will export ABB's Equipment, Software, and/or data, Purchaser will be considered an exporter within the meaning of the U.S. export regulations. Therefore, ABB should not be listed as the exporter or U.S. Principal Party in Interest ("USPPI") on any documentation or filings relating to any export. Purchaser acknowledges it's acting on its own behalf and not as ABB's agent for export or any other purposes.

(c) Purchaser represents and warrants that the Equipment, Software and Services provided hereunder, and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use or any other end use prohibited by Trade Control Laws.

(d) Purchaser represents and warrants that: (1) neither Purchaser nor any Purchaser

Entity is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, listed, the ITAR §126.1 Restricted Parties List, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United States or any similar list maintained by the European Union or European member state (collectively "Restricted Parties List"); and (2) no entity or person listed on the Restricted Parties List (or owned directly or indirectly, in whole or in part, by an entity or person on the Restricted Parties List) has any property, financial or other interest in the Equipment, Software or Services, and that the same shall not be transferred, reexported, disclosed to or otherwise provided to an entity or person on the Restricted Parties List. Purchaser shall notify ABB immediately if Purchaser or a Purchaser Entity becomes listed on the Restricted Party List.

(e) Purchaser shall notify ABB immediately upon awareness of any breach or suspected breach of this Article 19. Any violation of Purchaser's obligations under this Article 19 is a material breach of this Agreement and ABB reserves the right to terminate the Agreement immediately upon written notice for Purchaser's default. Purchaser shall indemnify, defend and hold harmless ABB, its officers, directors, employees, agents, affiliates, successors, and permitted assigns from and against all claims, causes of action, damages, liabilities, and expenses, including attorney's fees arising from Purchaser's breach of this Article 19 and any resulting termination of this Agreement.

(f) If agreed to by the Parties pursuant to a written statement of work or elsewhere in this Agreement, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after purchase order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

(g) When applicable, the party considered the exporter of the Equipment, Software, Services and/or data, will apply for the export license in compliance with all applicable Trade Control Laws. If ABB is the applicant of the export license, the Purchaser agrees to immediately provide all the necessary information and documentation (i.e. End-User/End-Use Certificate and Letter of Assurance) required to apply for the license. If an export license is denied or revoked, the applicant must notify the other party immediately and this Agreement may be terminated by ABB without liability for damages of any kind resulting from such termination.

20. Trade Controls

a) The Parties agree to comply with all applicable sanctions and export control laws in connection with this Agreement. Sanctions and export control laws and regulations include any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, in-vestment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of the [purchase order] (collectively, "Trade Control Laws"). "Sanctions Agency" means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland.

(b) The Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any applicable Trade Control Laws. Each Party represents and warrants that, to the best of its knowledge, at the date of the [purchase Order] neither it, nor any of their respective directors or officers are a Restricted Person. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Person. "Restricted Person" means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).

(c) If, as a result of Trade Control Laws issued or amended after the date of the [purchase order], including, but not limited to, (i) the Purchaser or the end-user is/becomes a Restricted Person, or (ii) any necessary export license or authorization from a Sanctions Agency is not granted, the performance by ABB or any of its affiliates becomes illegal or impracticable, ABB shall be entitled to either immediately suspend the performance of the affected obligation under the [purchase Order] until such time as ABB may lawfully discharge such obligation or unilaterally terminate the [purchase order] in whole or in part. ABB will not be liable to the Purchaser for any costs, expenses or damages associated with such suspension or termination of the [purchase order].

(d) The Parties undertake to obtain all the necessary licenses and/or permits from the competent authorities for the import or export, re-export, or in-country transfer of Equipment and Services. Equipment and Software, and the "direct product" thereof, that originate from the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

(e) The Purchaser represents and warrants that the Equipment and Services are for civil use only. The Purchaser further represents that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from ABB to any Restricted Parties, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time).

(f) If the Purchaser infringes any obligations in this Trade Controls clause in connection with the [purchase order], the Purchaser must immediately notify ABB. Failure to comply with these Trade Compliance obligations shall be considered a material breach, and ABB shall have the right to unilaterally terminate the Agreement with immediate effect. Such termination would be without prejudice to all rights of recourse which could be exercised by ABB, and ABB shall not be liable to Purchaser for any claim, losses or damages whatsoever related to its decision to terminate performance under this provision. Further, Purchaser shall indemnify ABB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the Agreement. ABB may report such violations to relevant authorities as required by applicable Trade Control Laws.

(g) For the avoidance of doubt, no provision in this Agreement shall be interpreted or applied in a way that would require any Party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

21. Bribery and Corruption.

(a) Purchaser hereby warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of ABB or any other party in a manner contrary to applicable laws (including but not limited to the Corruption of Foreign Public Officials Act (Canada), the Foreign Corrupt Practices Act (United States) and, where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.

(b) Nothing hereunder shall render ABB liable to reimburse Purchaser for any such consideration given or promised.

(c) Purchaser's material violation of any of the obligations contained in Article 20(a) above may be considered by Seller to be a material breach hereunder and shall entitle Seller to terminate this agreement with immediate effect and without prejudice to any further right or remedies on the part of Seller hereunder or applicable law. Purchaser shall indemnify Seller for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above-mentioned obligations and termination of this agreement.

(d) Purchaser understands that Seller's Code of Conduct is available for consultation online at <http://www.abb.com/integrity>. Purchaser agrees to perform its contractual obligations hereunder with substantially similar standards of ethical behavior as those found in Supplier's Code of Conduct.

(e) Seller has established the following reporting channels where Purchaser and its employees may report suspected violations of applicable laws, policies or standards of conduct:

Web portal: www.abb.com/integrity

Telephone: number specified on the above Web portal

Mail: address specified on the above Web portal

22. Assignment.

Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

23. Nuclear.

Equipment and Services sold hereunder are not intended for use in connection with any nuclear facility or activity, and Purchaser warrants that it shall not use or permit others to use Equipment or Services for such purposes, without the advance written consent of ABB. If, in breach of this, any such use occurs, ABB (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, including without limitation any physical damage to a nuclear facility itself, resulting from a nuclear incident and, in addition to any other rights of ABB, Purchaser shall indemnify and hold ABB (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability including, but not limited to, any physical damage to the nuclear facility or surrounding properties, if any. Consent of ABB to any such use, if any, will be conditioned upon additional terms and conditions that ABB determines to be acceptable for protection against nuclear liability including but not limited to the requirement that the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage including without limitation physical damage to a nuclear facility itself or any surrounding properties, if any, resulting from a nuclear incident and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident including, but not limited to, any physical damage to the nuclear facility.

24. Resale.

If Purchaser resells any of the Equipment or Services, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder. Additionally, if the end-user intends to use the Equipment or Services in connection with any nuclear facility or activity, the Purchaser shall require the end-user comply with the financial requirements under Price-Anderson Act (PAA) and secure a written release of liability which flows from the end-user to the benefit of ABB.

25. Environmental, Health and Safety Matters.

(a) Purchaser shall be obligated to maintain safe working conditions at its facility or location (the "Site"), including the implementing of appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

(b) Purchaser shall immediately advise ABB in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Purchaser's responsibilities hereunder, ABB has the right but not the obligation to, from time to time, review, audit and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

(c) If, in ABB's reasonable opinion, the health, safety, or security of personnel or the Site is, or is likely to be, imperiled by security risks, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, ABB may, in addition to other rights or remedies available to it, remove some or all of its personnel from Site, suspend performance of all or any part of the purchase order, and/or remotely perform or supervise work. Any such occurrence shall be considered a Force Majeure event. Purchaser shall reasonably assist in ensuring the safe departure of personnel from the Site.

(d) Purchaser shall not require or permit ABB's personnel to operate Purchaser's equipment at Site.

(e) Purchaser will make its Site medical facilities and resources reasonably available to ABB personnel who need medical attention.

(f) ABB has no responsibility or liability for the pre-existing condition of Purchaser's equipment or the Site, which is the sole responsibility of Purchaser. Prior to ABB starting any work at Site, Purchaser will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Purchaser's equipment or the Site that ABB may encounter while performing under this Agreement. The provision of such documentation shall in no way release Purchaser from its responsibility for said conditions. Purchaser shall disclose to ABB industrial hygiene and environmental monitoring data regarding conditions that may affect ABB's work or personnel at the Site. Purchaser shall keep ABB informed of changes in any such conditions.

(g) ABB shall promptly notify Purchaser if ABB becomes aware of: (i) conditions at the Site differing materially from those disclosed by Purchaser, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. If any such conditions cause an increase in ABB's cost of, or the time required for, performance of any part of the work under the Agreement, an equitable adjustment in price and schedule shall be made.

(h) If ABB encounters Hazardous Materials in Purchaser's equipment or at the Site that require special handling or disposal, ABB is not obligated to continue work affected by the hazardous conditions. In such an event, Purchaser shall at its sole cost and expense eliminate the hazardous conditions in accordance with applicable laws and regulations so that ABB's work under the Agreement may safely proceed, and ABB shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in ABB's cost of, or time required for, performance of any part of the work. Purchaser shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of ABB's work at the Site. (i) Purchaser shall indemnify ABB for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Purchaser's equipment or the Site prior to the commencement of ABB's work, (ii) improperly handled or disposed of by Purchaser or Purchaser's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than ABB.

26. Confidentiality.

a) ABB and Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Agreement. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within fifteen (15) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered ABB's Confidential Information.

(b) Receiving Party agrees: (i) to use the Confidential Information only in connection with the Agreement and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, each party shall permit access to the other's Confidential Information only to its employees who: (i) reasonably require access to Confidential Information for purposes approved by this Agreement, and (ii) have undertaken a binding obligation of confidentiality with respect to the confidential information of others entrusted to him or her, and (iii) have been apprised of the confidentiality obligations hereunder. ABB may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the purchase order. A Receiving Party may only disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Agreement entitles Receiving Party to retain an item of Confidential Information. ABB may also retain one archive copy of Purchaser's Confidential Information.

(c) The obligations under this Article 25 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

(d) As to any individual item of Confidential Information, the restrictions under this Article 25 shall expire five (5) years after the date of disclosure. This Article 25 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

27. Non-Survival.

The following Articles shall not survive termination or cancellation of this Agreement: 5, 7, 8, 17 and 18. All other Articles shall survive the termination or cancellation of the Agreement.

28. Entire Agreement.

This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided. As stated in Article 1 of this Agreement, ABB's Proposal, policies, addendum(s), if any, submitted to Purchaser, shall control over any conflicting terms. ABB specifically rejects any exceptions to this Agreement, Proposals, policies, and/or addendum(s) on the face of any purchase order. Purchaser shall advise ABB in writing of all conflicts, errors, omissions, or discrepancies among the Proposal, Policies, Addendum(s) and this Agreement immediately upon discovery. This Agreement shall supersede any standard, preprinted terms and conditions that are automatically attached to purchase orders issued by Purchaser.

29. US Government Contracts.

This Article 28 applies only if the Agreement is for the direct or indirect sale, or is funded in whole or in part by, an agency of the U.S. federal government, or a state government, or any other U.S. government instrumentality or political subdivision (collectively "U.S. government entity").

Unless otherwise expressly stated and specifically agreed in ABB's Proposal:

(a) Purchaser agrees that:

(i) all Equipment, Software, and Services provided by ABB meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial product" or "commercial service" or "commercial computer software" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101.

(ii) ABB technical data and computer software are developed at ABB's private expense and not in performance of the Agreement. ABB retains ownership and proprietary rights in all technical data and computer software provided to Purchaser under the Agreement and under a U.S. Government contract or subcontract. Neither the Purchaser, the U.S. Government nor any higher-tier contractor under a U.S. Government contract will obtain any rights in ABB technical data or computer software beyond the rights provided under ABB's standard commercial licenses consistent with FAR 12.211 and 12.212.

(iii) to the extent the Buy American Act (41 U.S.C. §§ 8301–8305, as amended), Trade Agreements Act (19 U.S.C. §§ 2501 – 2581, as amended), Build America, Buy America (Pub. L. 117-58, December 29, 2022, as amended) or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment or Software is unknown.

(iv) the version of any applicable FAR clause listed in this Article 28 shall be the one in effect on the effective date of this Agreement.

(b) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that:

(i) all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions.

(ii) only the clauses identified in FAR 52.212-5 apply and only to the extent applicable for sale of COTS and/or commercial products and/or commercial services and as appropriate for the purchase order price.

(iii) any Services offered by ABB are exempt from the Service Contract Act of 1965 (41 U.S.C. §§ 6701 - 6707, as amended).

(iv) all other U.S. Government agency contract provisions are rejected.

(c) If Purchaser is procuring as a contractor, or subcontractor at any tier, on behalf of an agency of a U.S. government entity, then Purchaser agrees that:

(i) only the clauses identified in FAR 52.212-5(e)(1) or 52.244-6(c)(1) (whichever is applicable) apply and only to the extent applicable for sale of COTS and/or commercial products and/or services and as appropriate for the purchase order price.

(ii) Purchaser shall notify ABB prior to transmitting any Controlled Unclassified Information ("CUI") to ABB, and only upon written authorization by ABB may Purchaser transmit CUI to ABB. Purchaser shall transmit CUI to ABB in accordance with applicable CUI safeguarding and/or dissemination authority requirements.

(iii) prevailing wage and related public works labor and employment laws or regulations are not applicable to ABB's services offered in the Proposal.

(iv) Purchaser is solely responsible for its obligations to its customer(s), including validating that ABB's Proposal fulfills Purchaser's U.S. Government contracting obligations, if any. To the extent the terms and conditions of Purchaser's customer contract(s) are different from the terms and conditions of this Agreement, Purchaser shall defend, indemnify and hold ABB harmless from and against all losses, liabilities, cost, expense (including attorney's fees and expenses of litigation and/or settlement), damages, allegations, claims, causes of action and judgments resulting from such difference. In no event will Purchaser withhold payment due to ABB for any dispute or liability incurred between Purchaser and its customer(s).

30. Data Protection.

(a) The parties agree that the protection of Personal Data is very important. If Purchaser discloses Personal Data to ABB, ABB shall comply with all applicable data protection laws and regulations. Purchaser shall comply with all applicable data protection laws and regulations in respect of any Personal Data it receives from ABB in the course of receiving the Equipment or Services.

(b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and order from any competent supervisory authority, and their application to the Equipment or Services from time to time, and agrees to implement any such changes at no additional cost to the other party.

(c) The parties acknowledge that the processing of Personal Data in accordance with this purchase order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the purchase order, the parties shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.

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

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



City of Ocala

Request for Sole Source Procurement

This form **MUST** be used for commodities or services that are available from only one source and there are no alternates. Forward to bids@ocalafl.org sixty (60) days prior to actual need.

Date Submitted: 11/29/23 Requesting Division/Department: Electric Utility

Contact Person: Lisa Crouthamel Telephone Number: 352-351-6646

Commodity/Service: R-Mag Circuit Breakers

Describe the commodity or service and its function: R-Mag circuit breaker with magnetic actuation

Cost of Commodity or Service: \$603,302.50

Vendor Name: ABB Inc. Contact Name: Clay Cook

Address: _____ City/State/Zip: _____

Contact Phone Number: 407-741-3061 Contact E-Mail Address: clay.cook@sppreps.com

This purchase is clearly and legitimately limited to a Sole Source because the commodity or service is: _____
WESCO is the only authorized distributor for ABB products

Item(s) are available from only one source and there are no alternates (initials required): lc
Initials

Attach vendor documentation* certifying that the vendor is the only source for the commodities or services in question or holds the production, copyrights, trademark, and/or patent to the item.

Check the following statement(s) that apply:

- ☐ The vendor holds the exclusive distribution rights for the item in question.
- ☒ The commodity to be purchased is the only item compatible with existing equipment owned by the City.
- ☐ The vendor is the sole provider of the commodities or services which have unique characteristics essential to the needs of the City to perform the intended function and no other goods or service will be suitable for use by the City.

**Note: Certifying documentation must be attached to this form or it will be rejected.*

What steps were taken to verify that these features are not available elsewhere?

- ☐ Other brands/manufacturers were examined (please list names, phone numbers, and explain why they are not suitable for use by the City. Attach additional pages as necessary): _____
- ☐ Other vendors were contacted (please list names, phone numbers and explain why those contacted would not meet the needs of the City. Attach additional pages as necessary): _____
- ☒ State why this is the only source for the required commodity or service (attach additional pages as necessary): ABB R-mag circuit breakers are standardized for OEU. WESCO Distributors are the only authorized distributor for ABB products.

I hereby certify that to the best of my knowledge, this request is a sole source and the information provided herein is accurate and truthful.

Requester's Signature

11/29/23

Date

Requesting Director's Signature

11/29/23
Date

For Procurement Use Only

Sole Source Number (if applicable): _____

Date Listing Posted: _____

This request appears to be sole source.

☐ Yes

☐ No

If, no. Is this a standardization?

☐ Yes

☐ No

Is Council approval required?

☐ Yes

☐ No

Was this Procurement posted on the Internet?*

☐ Yes

☐ No

*this requirement is for sole sources

Comments/Justification:

If Protested successfully, Vendor who provides similar goods/services: _____

Date Sole Source Terminated: _____

Procurement Staff Reviewer Signature

Date

Approved ☐

Denied ☐

Chief Procurement & Contracting Officer

Date

NOTE: Section 838.22 Florida Statutes, it is unlawful (**second degree felony**) for a public servant with corrupt intent to obtain a benefit for any person (company) or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities (goods) or services.



Attention: Ocala Electric Utility
Subject: ABB R-Mag Circuit Breakers – Distributor Sole Source

November 29, 2023

Dear Ocala Electric,

This letter is to confirm that WESCO is the sole authorized distributor for ABB products, including the Type R-Mag circuit breaker, for Ocala Electric Utility, as well as to all public power utilities in peninsular Florida.

Please contact me if questions.

Sincerely,

Clay Cook

Superior Power Products (Authorized ABB Manufacturers Representative)

clay.cook@sppreps.com

(407) 741-3061



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0372

Agenda Item #: 10j.

Submitted By: Brittany Craven

Presentation By: Doug Peebles

Department: Electric Utility

FORMAL TITLE:

Continued utilization of Sourcwell cooperative purchasing agreement with Fastenal Company for facility, industrial, and other related supplies and equipment purchases with an increased aggregate expenditure amount of \$100,000

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence

PROOF OF PUBLICATION:

N/A

BACKGROUND:

The City of Ocala has utilized Sourcwell's cooperative purchasing agreement with Fastenal Company (Fastenal), Contract No. 091422-FAS, since October 2023 to supply essential materials and safety equipment for Ocala Electric Utility. As a political subdivision of the state of Florida, the City of Ocala qualifies as an eligible user of Sourcwell Agreement 091422-FAS. Cooperative purchasing programs are comprised of member cities, counties, and other public agencies nationwide who aggregate their members' purchasing power to achieve greater volume discounts. The underlying solicitation for the cooperative purchasing agreement has been evaluated and determined by City staff to be cost-effective and to afford best value.

Fastenal supports Ocala Electric Utility through a stocked vending machine program that ensures crews have immediate access to safety items needed in the field, such as gloves, eye protection, earplugs, hydration packs, bug spray, hat suspensions, and batteries. Expenditures have been tracked under Munis Contract No.: PRO/240045 and cumulative expenditures are now approaching the previously established \$50,000 threshold.

FINDINGS AND CONCLUSIONS:

On September 30, 2025, Sourcwell Contract No. 091422-FAS was extended for an additional one-year renewal period through November 8, 2027. Staff projects that an additional \$50,000 is required at this time to cover anticipated expenditures through the end of the renewal term for an aggregate amount of \$100,000.

FISCAL IMPACT:

Ocala Electric Utility has budgeted sufficient funds in the Fiscal Year 2025-26 for safety supplies, equipment, and materials. Invoices will be paid using account string 457-141-000-000-41-14120.

PROCUREMENT REVIEW:

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

LEGAL REVIEW:

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Sourcewell RFP091422
Fastenal
Discount Schedule for Catalog Items

Category	Discount
Abrasives	25%
Adhesives, Sealants, and Tape	25%
Cutting Tools and Metalworking	25%
Electrical	30%
Electronics and Batteries	28%
Fasteners	57%
Fleet and Automotive	25%
HVAC and Refrigeration	30%
Filters	35%
Hardware and Building Supplies	30%
Hydraulics	25%
Janitorial and Cleaning	30%
Trash Cans and Liners	35%
Wipers, Towels, and Rags	40%
Lighting	30%
Lubricants, Coolants, and Fluids	25%
Machinery	25%
Material Handling, Lifting and Rigging	25%
Motors	28%
Office and Breakroom Supplies	25%
Outdoor Products and Equipment	25%
Packaging and Shipping Products	25%
Paint and Painting Supplies	25%
Plumbing	30%
Pneumatics	25%
Power Transmission	28%
Pumps	25%
Raw Materials	25%
Safety	30%
Hand and Arm Protection	35%
Sealing	25%
Security	30%
Test and Measurement	25%
Tools and Equipment	25%
Corded Power Tools	23%
Cordless Power Tools	23%
Welding	25%



CONTRACT EXTENSION

Contract Number: 091422-FAS

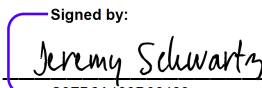
Sourcewell	and	Fastenal Company
202 12th Street Northeast		2001 Theurer Blvd.
P.O. Box 219		
Staples, MN 56479		Winona, Minnesota
(Sourcewell)		(Vendor) 55987

have entered into Contract Number: 091422-FAS
for the procurement of: Facility MRO, Industrial, and Building-Related Supplies and Equipment

The Contract has an expiration date of 2026-11-08 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2027-11-08 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:

C0FD2A139D06489

Authorized Signature

Jeremy Schwartz

Name

Chief Operating and Procurement Officer

Title

9/24/2025 | 12:05 PM CDT

Date

Signed by:

16B00D992333402

Authorized Signature

Scott Bailey

Name

Sr VP of Sales

Title

9/30/2025 | 9:25 AM CDT

Date

**Solicitation Number: RFP #091422****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Fastenal Company, 2001 Theurer Blvd., Winona, MN 55987 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Facility MRO, Industrial, and Building-Related Supplies and Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to two times, for one additional year per extension, upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for two percent (2%) multiplied by the total paid standard sales less taxes, freight, and product returns, and one-half percent (0.5%)

multiplied by the total paid onsite sales less taxes, freight, and product returns, of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcwell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

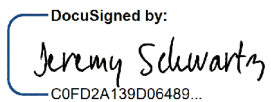
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

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By: _____

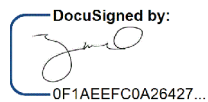
Jeremy Schwartz

Title: Chief Procurement Officer

11/28/2022 | 2:49 PM CST

Date: _____

Fastenal Company

DocuSigned by:

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By: _____

Terry Owen

Title: Sr. Executive Vice President

11/30/2022 | 8:49 AM CST

Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

11/30/2022 | 9:52 AM CST

Date: _____

RFP 091422 - Facility MRO, Industrial, and Building-Related Supplies and Equipment

Vendor Details

Company Name: Fastenal Company

Does your company conduct business under any other name? If yes, please state: MN

Address: 2001 Theurer Blvd
Winona, MN 55987

Contact: Zach Wise

Email: zwise@fastenal.com

Phone: 507-313-7206

HST#: 41-0948415

Submission Details

Created On: Tuesday July 26, 2022 09:17:50

Submitted On: Tuesday September 13, 2022 18:18:03

Submitted By: Zach Wise

Email: zwise@fastenal.com

Transaction #: 8840e17a-12a4-44bb-84f6-8a8f850a55af

Submitter's IP Address: 205.243.112.222

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Fastenal Company	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Fastenal Canada, Ltd.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	0Y3H3	*
5	Proposer Physical Address:	2001 Theurer Blvd. Winona, MN 55987	*
6	Proposer website address (or addresses):	www.fastenal.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Terry Owen Sr. Executive Vice President 2001 Theurer Blvd. Winona, MN 55987 narfp@fastenal.com (507) 453-8723	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Zach Wise Government Sales Manager 2001 Theurer Blvd. Winona, MN 55987 zwise@fastenal.com (507) 313-7206	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Erik McKenna Director of Sales 10729 47th Ave W Mukilteo, WA 98275 emckenna@fastenal.com (360) 220-5683	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The Fastenal story began in 1967 when Bob Kierlin pooled together \$30,000 with four friends and opened the first Fastenal store, a 1,000 sq. ft. shop in his hometown of Winona, MN. (The original business plan was to dispense nuts and bolts via custom vending machines, but the technology proved impracticable at the time. Several decades would pass before Fastenal finally popularized industrial vending.) After surviving the typical struggles of a startup business, Fastenal gradually found its niche – by going the extra mile for customers and providing the kind of service that kept them coming back. Kierlin later drilled this approach down to four simple words: Growth Through Customer Service.</p> <p>This motto has guided us forward as we've grown from a small regional supplier into one of the world's most dynamic growth companies – from one store to more than 2,100 and counting. For Fastenal it is about more than just providing product to our customers - we believe fulfillment is a small part of a much larger opportunity to help our customers reduce assets, operate more productively, and unlock time, cash, and energy to grow their business faster.</p> <p>As our company has grown, we've aggressively invested in things that make a difference for our customers, continuously improving a multifaceted service network that today includes:</p> <ul style="list-style-type: none"> • DATA ANALYTICS: Use our analytics program to visualize current activities and trends (at the local and contract levels) as well as future opportunities. Follow the data to continuous improvement. • CATEGORY MANAGEMENT: Product and application experts to help you fully leverage spend while driving your business goals – a focus on total value, not just lowest price. • DISTRIBUTION: From the source, to the last mile, to the point of use – our end-to-end control of product transport is a key element in a reliable and transparent supply chain. • e-BUSINESS SOLUTIONS: Bringing simplicity to purchasing, speed to fulfillment, and visibility to spend, usage, and inventory. • SUBJECT MATTER EXPERTS: Regionally-based experts in areas like safety, metalworking, and Lean supply – dedicated resources who become a vital part of your local operations. • AUTOMATED SUPPLY: A suite of devices to monitor, track, and control wide-ranging products. With Fastenal, the machine is just part of a total inventory management solution. • ONSITE PROGRAMS: Fully-customized onsite servicing locations for larger sites. Usher in expertise and innovation while offloading inventory and non-core activities. • SERVICES: We don't just sell products. We make, modify, and maintain them to meet your unique needs – from tool and hoist repairs to custom slings and hose assemblies. • SOCIAL RESPONSIBILITY SUPPORT: A portfolio of suppliers, products, programs, and solutions to support your environmental and supplier diversity initiatives. 	*
11	What are your company's expectations in the event of an award?	Fastenal expects to continue our partnership with Sourcewell. This includes continued efforts to train our sellers on the benefits of cooperative purchasing and market our award to Sourcewell members and prospective Sourcewell members. Fastenal expects to continue to grow this contract aggressively to existing Sourcewell members and to bring new members to Sourcewell. Fastenal expects support from Sourcewell to answer questions about the contracting process and market the benefits of utilizing the Fastenal Sourcewell contract.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>A member of the S&P 500 index, Fastenal [NASDAQ: FAST] generated revenues of \$6.0 billion and net earnings of \$925 million in 2021. With minimal long-term debt, robust cash flow and market capitalization, and decades of consistent growth, we're able to drive aggressive improvement and scale our service to meet virtually any need.</p> <p>Please see the attached Financial Strength and Stability_2021 Annual Report for additional information.</p>	*
13	What is your US market share for the solutions that you are proposing?	To our advantage, the industrial distribution market is very fragmented. Fastenal is currently #4 on the Industrial Distribution Big 50 list, and we have approximately 3% of the market share. This means that there is unlimited market potential and growth opportunity in both the US and Canada.	*
14	What is your Canadian market share for the solutions that you are proposing?	To our advantage, the industrial distribution market is very fragmented. Fastenal is currently #4 on the Industrial Distribution Big 50 list, and we have approximately 3% of the market share. This means that there is unlimited market potential and growth opportunity in both the US and Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Fastenal Company is an authorized distributor for all products which are offered for sale. Fastenal currently has more than 5,800 corporately approved vendors and more than 26,000 total vendors company-wide.</p> <p>Fastenal's distribution network is company-owned. Fastenal will employ our decades of experience in maximizing supply chain efficiency to anticipate each Participating Entity's delivery and stocking needs. Product will be delivered by Fastenal trucks first thing in the morning, and put away on the floor by Fastenal employees well before 3rd party logistics carriers are able to arrive. With more than 3,500 in-market locations, Fastenal support is never far away. Each Participating Entity's standard items will be housed in nearby Fastenal branches (or onsite in Fastenal's customer-dedicated 'branch' within the walls of the Participating Entity's site) and managed by Fastenal employees to minimize delays and decrease total touches. Inventory is delivered directly to the Participating Entity via Fastenal's fleet of more than 8,000 vehicles, stocked via the Fastenal Managed Inventory (FMI) solution that best meets the Member's needs, and distributed to points of use as needed.</p>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	<p>Fastenal prides itself on conducting business in a highly ethical manner and we attempt to provide our customers with important information about our organization and the products and services we offer. We strive to bring educational opportunities to our customers in a cost effective manner and make it convenient for our customers to participate in our sponsored seminars, open houses and exposition events we conduct throughout the year. We believe it is important for our customers to be aware of the cost saving products and services Fastenal offers and provide these customers an opportunity to interact with our employees and suppliers to better understand these value added products and services and to take advantage of the cost savings programs for their organizations.</p> <p>Unfortunately, Fastenal received a Notice of Suspension from the Commonwealth of Virginia ('Commonwealth') in connection with the contract we maintain with the Commonwealth. The Notice of Suspension was related to and arises out Fastenal's practice of providing travel and lodging accommodations to all customers who attended a customer training and educational exposition sponsored by Fastenal. The Commonwealth informed us that two (2) agents of the Commonwealth that attended the Customer Expo did not have sufficient authorization to attend and the Commonwealth concluded that Fastenal's practice of providing travel and lodging to these agents was inconsistent with certain standards set forth in the Commonwealth's Vendor Manual. As a result, the Commonwealth issued a suspension of Fastenal's contract to offer goods and services to Commonwealth agencies. While Fastenal disagreed with the imposition of a suspension and we believe the Commonwealth's actions were unwarranted in our situation, the Commonwealth has taken this relatively harsh position on this matter.</p> <p>The suspension took effect on November 1, 2016 and remained in effect until October 31, 2017. Fastenal has since been issued a new MRO agreement with the Commonwealth.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2021 – One of America's Safest Companies, EHS Today</p> <p>2021 - #4, Industrial Distribution Big 50, Industrial Distribution Magazine</p> <p>2020 – #5, Industrial Distribution Big 50, Industrial Distribution Magazine</p> <p>2020 - #7, Top 40 Industrial & Construction Distributors</p> <p>#4, Top MRO Industrial Distributors</p> <p>#4, Top Fluid Power Distributors</p> <p>Top Fastener Distributors</p> <p>Top Safety Distributor, Modern Distribution Magazine</p> <p>2020 - #26, Top 50 Companies for Environmental, Social, Governance Values, Investor's Business Daily</p> <p>2019 – One of the 10 Most Innovative Companies, Insight Success</p> <p>2019 – #5, Industrial Distribution Big 50, Industrial Distribution Magazine</p> <p>2018 – #5, Industrial Distribution Big 50, Industrial Distribution Magazine</p> <p>2018 – Minnesota Governor's Safety Award for Performance in multiple facilities</p> <p>2017 - #472, America's Top Public Companies, Forbes</p> <p>2017 - #7, Industrial Distribution Big 50, Industrial Distribution Magazine</p> <p>2017 - #157, Global 2000: World's Best Employers, Forbes</p>	*
20	What percentage of your sales are to the governmental sector in the past three years	<p>Education and government are tracked together in Fastenal's industry sales statistics.</p> <p>2021: 4.6%</p> <p>2020: 8.1%</p> <p>2019: 3.7%</p>	*
21	What percentage of your sales are to the education sector in the past three years	<p>Education and government are tracked together in Fastenal's industry sales statistics.</p> <p>2021: 4.6%</p> <p>2020: 8.1%</p> <p>2019: 3.7%</p>	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>As an incumbent Sourcewell, OMNIA – Region 4, OMNIA - UCOP and NASPO ValuePoint contractor, Fastenal has demonstrated success in the administration, marketing, and compliance with the terms and conditions of national cooperative contracts.</p> <p>Fastenal also holds 47 state-wide MRO contracts and has more than 20 years of experience implementing many state-wide MRO contracts with cooperative use features. These statewide contracts span the spectrum of city, county, higher education and state government agencies and utilize participating addendums. Fastenal does not provide sales volumes as this information is confidential and proprietary.</p>	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Fastenal does not hold any GSA contracts.</p> <p>Fastenal currently holds two standing offers with the Government of Canada, one for safety supplies and one for hand tools.</p>	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
New York City DCAS	Harry Tian, Purchase Director-Goods	(212) 386-0463	*
Palm Beach County Schools	Stacey Marshall, Director Suzanne Guthart, Facilities Management Coordinator Sabra Avery, Financial Applications Manager	SM: (561) 688-7591 SG: (561) 688-7591 SA: (561) 687-7091	*
University of Wisconsin-Madison	Brad Bauman, Procurement Manager	(608) 262-1327	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Government	Florida - FL	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	*
Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Government	Florida - FL	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	*
Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Government	Florida - FL	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	*
Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Government	Florida - FL	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	*
Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Government	Florida - FL	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	<p>Fastenal's sales force is entirely Fastenal-employed, there are no third parties involved. We currently employ more than 20,000 employees worldwide, including 12,400 local sales personnel.</p> <p>Sourcewell participating entities will be serviced by a local Fastenal branch team that is dedicated to their satisfaction. After an account has been opened by a participating entity, a local account representative will be assigned.</p> <p>With our vast sales presence across the United States and Canada, Fastenal's level of support and accountability is unparalleled among industrial supply distributors. Fastenal customers rely on their direct relationship with local personnel who can solve problems, provide on-site/on-call service, and support their needs. This is what sets Fastenal apart in the eyes of our customers – knowing that their dedicated representative will be stopping by to assist with:</p> <ul style="list-style-type: none"> • product requisition • billing/lead time questions • answering sourcing questions • providing local insight into supply chain solutions • demonstrations, promotions, training, product applications, new item introductions • warranty issues • recycling programs <p>No matter where a member is located – from a remote rural area to a major metropolis – they benefit from a local relationship backed by corporate support and a national distribution network.</p> <p>Additionally, Sourcewell will have the support of Fastenal's Government Sales department. Sourcewell will be supported by Fastenal's 47 Government Sales Specialists whose focus is strictly State agencies, higher education, and political subdivisions.</p> <p>These specialists work directly with agencies and Fastenal branches to:</p> <ul style="list-style-type: none"> • support contract best practice, compliance, and training (including customer and employee training) • develop custom market baskets and additional discounts within agencies • support FMI Technology implementation • respond to disasters • resolve issues • perform quarterly business reviews (QBR) and ensure overall customer satisfaction
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27	Dealer network or other distribution methods.	<p>At Fastenal, we understand that delivery speed is a function of distance – and that the shortest supply chain wins. So while others have embraced a centralized direct-ship model (with a 'built-in' one-day lead time), we've never stopped working to decentralize, providing faster, better service as we move ever closer to our customers. Fastenal's branch-based service model enables us to:</p> <ul style="list-style-type: none"> • Stock product locally for immediate availability • Tailor local branch inventory to match our Sourcewell participating entities' needs • Manage customers' inventory to lower their total cost of ownership • Provide industry leading in-person, flexible, value added customer service <p>Our multiple distribution points not only provide service to Sourcewell participating entities, they also contribute to each of the local communities by paying local taxes, hiring local employees, experiencing the local business environment, and understanding the culture and MRO requirements unique to that area. In addition to our standard branch locations, Fastenal also operates 16 Government branches who are dedicated solely to servicing the Government and higher education entities in their area.</p> <p>Fastenal holds more than \$1 billion worth of inventory, immediately available to Sourcewell participating entities through our local branches. Each Fastenal branch serves as a local distribution point for a vast range of Facility MRO supplies – backed by our global distribution and sourcing strength, yet free to tailor its inventory and service to meet the needs of local customers.</p> <p>Branches are serviced by the nearest of 18 Fastenal distribution centers throughout North America, through our company owned fleet of more than 8,600 vehicles.</p> <p>Below are some of the distribution performance metrics that distinguish Fastenal in the marketplace:</p> <ul style="list-style-type: none"> • 80% of all customer transactions are for products stocked in the local branch or available at a regional distribution center, representing either same-day or 24 to 48 hour fulfillment. • If a standard product is not already in stock at your local branch, we can usually get it there on our own trucks before the next business day begins. 80% of branch deliveries via Fastenal trucks from our distribution centers arrive before 8 a.m. on scheduled truck days. • Fastenal's branches and distribution centers carry more than a billion dollars in inventory in order to provide fast delivery for local customers. 	*
28	Service force.	<p>Service will be provided by the same personnel providing sales support on the local level. The assigned account representatives will service any FMI Technology that may be implemented, as well as work with Sourcewell participating entities to engage any additional support that may be required.</p>	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Orders placed by Sourcewell participating entities will be handled by Fastenal throughout the process. One of our key differentiators in the industrial supply distribution marketplace is the number of options we offer for order placement. Some of the various ways Sourcewell participating entities can order from Fastenal include:</p> <ul style="list-style-type: none"> • Local Fastenal Branch: Sourcewell participating entities can order items through their local branch (via phone, fax, or email). Branch will provide delivery or make the product available during will-call hours. Additionally, the branch will be available for emergency service outside of standard business hours. • Customer Site Visits: The goal of the site visits performed by Fastenal's local representatives is to provide superior customer and drive cost savings to each of Fastenal's customers by providing a local person to help in the ordering process. • Customer Service Center: Fastenal's Customer Service Center includes dedicated Sourcewell customer service representatives. Fastenal has a toll-free phone number (877-507-7555) as well as a toll-free fax number (866-664-1246) and email address: govsales@fastenal.com. • Product Sourcing: Sourcing of non-core items is service that Fastenal offers to customers to procure items that are not available within Fastenal's distribution system. The local Fastenal branch manages the sourcing, procurement, delivery, and, if required, the inventory management of the sourced items as part of a Fastenal vendor managed inventory solution. Fastenal's sourced items may be a direct line extension with an existing vendor or the item may be procured same day from local vendors. Pricing for sourced items is based on current market conditions and negotiated locally on a per-order basis. • Fastenal.com: Sourcewell participating entities who prefer to place their orders online have the option to place orders through Fastenal's state-of-the-art website. Members will be able to log in with their branch account number to view the Sourcewell online catalog. Fastenal primarily fulfills online orders at the local branch, maintaining the continuity of the local relationship as well as the order history for local inventory stocking models and reporting. • FMI Technology - Inventory Management: Local Fastenal branches can stock customized dedicated inventory for Sourcewell participating entities and keep just the right amount flowing to their stocking locations, minimizing waste, downtime, and total costs. Through these programs, local Fastenal personnel take on the "heavy lifting" of inventory monitoring, ordering, and replenishment. FAST Solutions are tailored to meet the needs of each individual site. • FASTBin: Customers utilize this solution to organize and add efficiency to the ordering process managed by the participating entity or Fastenal. We organize & label new or existing bins and collaborate to establish initial min/max levels and service schedule. Suggested replenishment orders are submitted, reviewed and approved via Fastenal.com. • FASTVend: Sourcewell participating entities position these devices at the point of use allowing more efficient access to inventory all while maintaining security and ensuring allocation rules are followed. When stock runs low, the machine sends an automated notification to the servicing branch and the Fastenal representative initiates the restock process. • Onsite: Participating entities receive the benefit of a team who essentially serve as part of the local staff, providing energy and expertise to free up labor resources and operate more efficiently. • E-Commerce Integration: Whether we connect through a B2B connection, a portal, or our FastConnect punch-out platform your business results are the same: paperless transactions, lower administration costs, and clear usage and spending visibility.
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30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>The backbone of our service is a captive logistics network that positions regional distribution centers at the nexus of carefully planned routes to our customers. The system is animated by customer demand, pulling product into the region, the local market, and ultimately the point of use based on usage patterns and production forecasts.</p> <p>Reliable: Planned product needs are stocked in our regional DC and delivered via Fastenal truck to your facility (or offsite Fastenal location) on a regular service schedule to maintain your target inventory levels – a consistent, proactive flow that minimizes stock-outs and costly rush orders.</p> <p>Responsive: Through our 'Fastenal Express' program, a wide range of unplanned needs can be fulfilled the same day (via the local Fastenal public branch) or early the next morning (via our regional DC).</p> <p>Efficient: The combination of highly automated fulfillment centers and carefully planned transportation routes enables us to drive down our distribution costs and economize freight for our strategic customers. Simply put, nobody moves heavy industrial materials more efficiently.</p> <p>Each Fastenal branch will work with the Sourcewell participating entities they serve to establish min/max levels for commonly used and critical items. These items will be held in-stock at the Fastenal store and servicing distribution center to ensure it is available and where it's needed. The local branch will also work to establish vendor managed inventory programs that meet the specific needs of each facility, whether it be a simple bin stock program or a full-service onsite solution.</p> <p>Fastenal's lead time for in-stock items does not exceed 24 to 48 hours and for non-stock items does not exceed 10 days from the date of order (delivery times in AK, HI, PR, GU and Canada may differ).</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Fastenal Company is willing and able to provide products and services to Sourcewell participating entities in all 50 U.S. states, Puerto Rico, and Guam. We currently operate more than 1,400 branch locations and 1,000+ customer onsite facilities in the US and are well equipped to continue our support of this contract.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Fastenal Company is willing and able to provide products and services to Sourcewell participating entities in Canada. In 1994 we opened our first branch in Canada, a number which has since expanded to 170+ branch locations in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland, Nova Scotia, Ontario, Prince Edward Island, Quebec, and Saskatchewan.</p> <p>The purest expression of our local service philosophy is our Onsite service model, bringing not only our solutions but also Fastenal personnel and Fastenal-owned inventory – essentially a dedicated store – within the walls of your facilities. This service model allows us to provide localized, dedicated service to qualified Sourcewell participating entities which may not be located in close proximity to one of our Fastenal branches.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Fastenal Company can service all geographic areas of the United States, as well as Puerto Rico and Guam.</p> <p>While we do not maintain branch locations in the Northwest Territories or Yukon Territory in Canada, we are able to provide product via a drop-ship model.</p>	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Items not in-stock at the local branch or not in-stock at the Primary Distribution Center for Alaska, Hawaii, Puerto Rico, or Guam may be subject to shipping charges.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Fastenal's marketing team is committed to promoting Fastenal's products, services, solutions, and preeminent customer service to all Sourcwell Members. Our team will execute a strategic marketing plan that will be rolled out in conjunction with the Sourcwell implementation/ training program. This plan will focus on promoting both organizations and will ensure that our sales force and current and potential government customers understand the power of Fastenal and Sourcwell working together. We will utilize our considerable internal resources to achieve success, including our in-house Marketing and Graphic Design teams, print shop, and vinyl shop. This includes print marketing (linecards, brochures, etc.), online marketing utilizing our website and email marketing programs, and attendance at tradeshow/events. Fastenal is dedicated to ensuring eligible Members will be aware of the value the Agreement can bring to their operations.</p> <p>Our go-to-market strategy is to educate our sales and support personnel, provide tools to grow our local sales representatives' business through the Sourcwell Agreement, and promote the Sourcwell Agreement to our customers at every available opportunity. Fastenal has shown steady performance and growth in market share with our national cooperatives. Historically our training and implementation plans have been effective in deploying our vast network of local branches to end users. With our 3,500+ in-market locations and 12,000+ sales personnel, Fastenal's level of support and accountability is unparalleled among industrial supply distributors. Sourcwell Members will have the support of a variety of sales teams within Fastenal, including local branch personnel and Government Sales Specialists, dedicated to demonstrating the advantages of the Sourcwell Agreement to eligible Members.</p> <p>Fastenal's government sales team will meet with eligible Members to explain the aggressive discounts, market basket, services, and incentives available through the Sourcwell Agreement.</p> <p>Please see the attached "Marketing Plan_Sourcwell All-Inclusive Linecard" which is currently available and provided to Sourcwell Members. Fastenal will continue to make this linecard available to our branches and Sourcwell Members (with any revisions that may be needed per the new agreement).</p>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Fastenal Company leverages a variety of digital platforms to enhance our marketing effectiveness with additional tools being integrated into our marketing technology stack regularly. Fastenal is able to tap into an immense pool of behavioral and transactional data to effectively grow our marketing capabilities and efficiency. Data is collected, in part, from our proprietary ecommerce platform, third-party resources such as Google Ads and Google Analytics, marketing automation services, and from social media channels such as LinkedIn and Facebook. Furthermore, we employ staff to help drive this commitment to fully utilizing marketing data, including a Digital Marketing Manager, a Sales & Marketing Research Analyst, and a Marketing Operations position.</p>	*
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>Sourcwell's role in promoting this RFP will be to market to their members that Fastenal has been awarded the MRO contract. Fastenal will work with Sourcwell to develop marketing materials such as linecards, e-mail campaigns, and a landing page on Fastenal.com to promote the features and benefits of the Sourcwell contract. Fastenal will train our government sellers on this contract and target Sourcwell members to adopt this contract as their main MRO contract. Fastenal will work with Sourcwell to promote this contract to new members.</p>	*

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>https://www.fastenal.com</p> <p>Fastenal hosts a state-of-the-art transactional website to process online orders. All orders are processed through your local branch and sales representative providing quick confirmation and seamless fulfillment on Sourcewell items. Authorized Purchasers can order catalog items online through multiple time-saving functions. Superior online ordering capabilities include:</p> <ul style="list-style-type: none"> • Advanced Permissions Settings: Spending limits can be set and managed for an unlimited number of users, approvers, or account administrators. Control spending by limiting users to set a budget over a flexible period of time and/or by limiting the size of individual orders. Any user can be set up to be an order requestor, an order approver, or an account administrator. • Product Search: Products can be searched by using product categories, descriptions, key words, manufactures, manufacturer part numbers, industry part numbers, competitor part numbers, customer-specific part numbers, green products, and more. All results can be narrowed down by using attribute refinements. • Custom Order Templates: Order templates are easy to use and easy to create. Simply add items to your cart and save the cart for future use. Give an identity to the Custom Template by choosing a name and applying a description to the Template. Order Templates are user specific or can be shared among users under one Fastenal.com account. • Electronic Quotes (eQuotes): eQuotes are electronic quotes sent to a user from their Fastenal Sales Representative. This is a method of converting customer product requests, vendor managed inventory requests, or vending machine transactions into customer orders without having to enter or re-type data. A notification is sent via email to the user and the eQuote is sent to the user's Fastenal.com account. Approve the eQuote and your local servicing branch will fulfill. • Fast Order Pad: Quickly add items to shopping cart by entering part number and quantity. • File Upload: Import an excel spreadsheet list of part numbers and quantities into the shopping cart. • Order Status: Sourcewell Members can see the status of their orders at any time during the order process. The local branch can provide tracking information on branch-delivered parts and 3rd party tracking numbers are made available in status updates where applicable. • Order History: Ordering entities can view their history of orders placed online with Fastenal.com. Order history can be reordered and edited for future use and commonly ordered items can be saved into order templates for ease of re-ordering. • FAST 360°: The FAST 360° application on fastenal.com has been engineered to provide insight into your organization's relationship with Fastenal. This ability is exclusive to Fastenal and provides access to information critically important in managing your supply chain. Search, compare and manage your supply chain with three easy-to-use modules that are directly incorporated within Fastenal's eCommerce platform. • My Business allows you to click into each of your facilities locations and all of the way down to the individual vending machine or bin stock which is managed by Fastenal and then pull up the device's respective planogram to get additional information on a specific SKU. Other companies will tell you what they have in stock. With FAST 360°, instantly see what YOU stock in your own facility. • My Inventory allows you to search your own inventory for each of your associated account numbers. You can also use the search function to find items based on keyword, description or part number, and even search by your own part number when they're included in our system. • My Spend is a detailed snapshot of your purchasing habits which provides awareness of planned and unplanned spend behaviors. Using invoice data, FAST 360° illustrates how current spend is being allocated. Monitor purchase activity by category and see which channel that spend is flowing through. Fastenal.com is not just a portal for placing orders, but a tool for managing the supply chain needs. • Product Restriction: Products or categories may be restricted from purchase. Restricted items will be displayed as restricted and the user is not allowed to purchase the items. • Technical Information: All products contain technical information in the form of product attributes, product descriptions, and detailed notes fields. This information can guide the user by the type of product or the specific application of the product. Many products contain CAD Drawings and "Product Standards" informational PDF sheets which contain technical data such as chemical, mechanical, and performance information. Where applicable, links to (M)SDS sheets are made available in the product detail page of the corresponding part. Additionally, the "Supply Chain" section shows availability at the local Fastenal branch. All products visible on fastenal.com can be sourced in various manners.
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Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Fastenal will provide customized training programs to meet Sourcewell Members' needs. Training sessions would generally be held at the member's facility, with training conducted by a local Fastenal employee and/or a Fastenal certified vendor. Because of our local presence, these trainings can be offered to Members frequently throughout the year. Costs may vary depending on the size and scope of the training.</p> <p>Fastenal branch representatives and other customer support personnel are kept current on product and industry trends through ongoing training, yearly reviews of industry standards, and close interaction with our suppliers. In addition to customer training, our sales and support personnel participate in career-long professional education and development to continually improve their knowledge and service. The result is a well-trained sales force that can provide technical expertise to end users within a local environment.</p> <p>Fastenal's Certified Vendor Training Program: This program includes training from certified vendors in the following areas:</p> <ul style="list-style-type: none"> • New products • Equipment & operation – manufacturer/certified set-up/training • Safety and OSHA training • Product application, features and benefits • Cost savings, lean, and vendor managed inventory (VMI) solutions <p>Although designed for our employees, Fastenal's Certified Vendor Training program will be offered to Sourcewell members as customized training workshops. Many of our product trainings are focused on safety, but the program also includes vendors outside of the safety category who provide training on various products and applications. In order to participate in the Certified Vendor Training program, the vendor must design training and present to the Fastenal School of Business (FSB) team, initiating a rigorous certification process that includes a consensus between the FSB instructors and the vendor on the following:</p> <ul style="list-style-type: none"> • Training requirements • Hands-on and interactive delivery methods • Markets targeted for products • Product applications and uses <p>Safety Training: To support our safety product offering, we've positioned trained Safety Specialists across the United States. Members' Safety Specialist will advise on best-in-class industry practices. With a wide range of categories and a team of industry experts, we are committed to providing technical resources in service of Members' safety program. This may include but is not limited to:</p> <ul style="list-style-type: none"> • Fall Protection General Awareness Training • Ladder Safety Training • Hearing Conservation Awareness Training • Lock-Out/Tag-Out General Awareness Training <p>Energy Efficient Lighting Audits and Training: Fastenal works in conjunction with our lighting vendors to provide energy efficient lighting audits and training as a value-added service for customers. This program includes:</p> <ul style="list-style-type: none"> • Lamp/Ballast Standardization Recommendations • Lighting Energy Audits/Analysis/Presentations • Energy Saving Initiatives Specific to Lighting/Ballast • Sustainability Initiatives Specific to Lighting/Ballast & Other Products • Product Design Recommendation/Implementation of the Latest in LED Technology for Enhanced Energy and Maintenance Saving Strategies • Lighting upgrade installation and project management <p>Green and Sustainability Training: Fastenal's Certified Vendor Training includes information about green and sustainability initiatives offered by our various manufacturer partners. We also offer training on our green and sustainability product reporting and ways Sourcewell Members can work with Fastenal's Sustainability Coordinator to establish goals and manage spend to achieve their goals.</p> <p>Annual Customer Show: Fastenal hosts an annual customer show to provide a venue for customers and manufacturing partners to participate in new product rollouts, cost savings training, demonstration of solutions, etc. Additionally, Sourcewell members are afforded an opportunity for government cooperative training provided by National Cooperative Procurement Partners (NCPP).</p> <p>Most trainings are provided at no cost, however some trainings may have applicable fees which will be negotiated based upon the scope of the project.</p>
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41	Describe any technological advances that your proposed products or services offer.	<p>Fastenal offers a simple value proposition: great people, close to your business, empowered by technology. That includes advanced supply chain, warehouse, and transportation systems to keep product flowing to your facilities, mobility apps that allow us to check stock availability, provide quotes, process orders, and update changes to your inventory anytime, anywhere, and an ever-evolving lineup of automated supply devices, extending the internet of things to products of all shapes and sizes.</p> <p>With our FMI Technology solutions, Members can track assets like tools, tablets, and scanners, who's using each item, and when it's overdue for return or use the same technology as a 24/7 order pickup station. They can also control who has access to products and capture the dynamics behind every item dispensed - who, what, where, when, and why. We employ wide-ranging techniques to automate your inventory and we're exploring new frontiers for the future, including innovations in the areas of van management, customer-managed inventory, asset tracking, and inventory monitoring.</p> <p>Our high-touch service and automated devices combine to produce unique insight into your usage, and our reporting solutions help Members turn that insight into impact. A great example is vending; every time an item is dispensed, the transaction is tagged to an individual user and other custom metrics such as job number. This information flows to your reporting dashboard, where you can apply the data to simplify job costing, identify overuse issues, and optimize the mix in levels of products in your machines for maximum cost savings. Our FAST 360 portal gives you a live view of your Fastenal program. Members can visualize how inventory is organized in their bin stock and vending solutions as if they're standing in front of the device, search to see if a needed item is available within their facility and exactly where it's located, and analyze spend by time period, product category, or individual part to discern trends and opportunities within their operations. However, as important as technology is, for us it is just one element of a total supply chain solution. Behind the devices and software are local experts to shoulder the burden of inventory management, a world-class distribution machine to bring speed and agility to the supply chain, and a commitment to invest in our customers' success with the fundamentals of effective customer service.</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Fastenal offers a variety of resources specifically geared to help organizations achieve their sustainability goals. Visitors to Fastenal.com have easy eCommerce access to 76,000-plus environmentally preferred products. Fastenal offers environmentally preferred solutions across many product categories. These products reduce negative effects on human health and the environment compared to competing products. All of the EPPs on Fastenal websites are identified with the designation "Green" and a leaf symbol to the right and under the product's compliance details. This symbol does not indicate third-party certification nor represent a certification of its own. We want to empower our customers by identifying green products so they can make eco-conscious decisions for their business needs. The products in our green offering promote sustainability through resource conservation, end-of-life waste management, and life cycle analysis.</p> <ul style="list-style-type: none"> • Certified Green Products: Fastenal continues to partner with suppliers that bring solutions. This includes manufacturing, investing in, and offering environmentally preferred or eco-friendly options in every category we offer. From recycled content to third-party certifications, Fastenal's supply chain compliance team advocates and governs this offering. Some of the organizations include: Energy Star, Green Seal, EPA Safer Choice, EcoLogo, Forest Stewardship Council, Sustainable Forestry Initiative, Carpet & Rug Institute, GreenGuard Environmental Institute, USDA Biopreferred, EPA Watersense, SCS Certified, NEMA Premium, UL Environment, and more. • Non-Certified Green Products: Although not certified by a third party, these products offer environmental benefits according to information provided by the manufacturer. We offer this designation because third-party certifications do not exist globally for all green products and categories. Non-certified products in our offering are considered environmentally preferable for various reasons. For example, they may reduce energy consumption, they may have low or no-VOCs (which affect air quality), they may contain recycled content that meets or exceeds EPA standards, etc. <p>We support customers with turnkey waste stream solutions through our partnerships with 56 leaders in the material recycling field, including TerraCycle, Veolia, Call2Recycle, and others. Products for which we have recycling programs available include cardboard, packaging & shipping materials, safety/PPE, sharps, batteries, lighting, electronics, flashlights, office supplies, janitorial/sanitization supplies, breakroom supplies, carbide metalworking products, and medical/dental supplies.</p> <p>Meanwhile, our industrial services, such as cutter regrinding and tool repair, mitigate waste stream impacts in a different way – by helping to extend the service life of the product.</p> <p>More broadly, sustainability is an intrinsic feature of our strategic service model. When organizations partner with Fastenal to avoid over-consumption, obsolete inventory, redundant purchases, expedited ordering, and overlapping deliveries from multiple vendors, they're taking waste out of their business and the environment, with fewer materials consumed and fewer emissions produced.</p> <p>These outcomes stem from deep-seated values. For 55 years, Fastenal has prospered through careful resource consumption, sustainable value creation for stakeholders, and a core belief in people – foundational concepts that align seamlessly with our ESG vision.</p>

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Fastenal Company is currently ISO 14001:2015 certified for Environmental Management.</p> <p>Certified Green Products: Fastenal continues to partner with suppliers that bring solutions. This includes manufacturing, investing in, and offering environmentally preferred or eco-friendly options in every category we offer. From recycled content to third-party certifications, Fastenal's supply chain compliance team advocates and governs this offering. Some of the organizations include: Energy Star, Green Seal, EPA Safer Choice, EcoLogo, Forest Stewardship Council, Sustainable Forestry Initiative, Carpet & Rug Institute, GreenGuard Environmental Institute, USDA Biopreferred, EPA Watersense, SCS Certified, NEMA Premium, UL Environment, and more.</p> <p>Non-Certified Green Products: Although not certified by a third party, these products offer environmental benefits according to information provided by the manufacturer. We offer this designation because third-party certifications do not exist globally for all green products and categories. Non-certified products in our offering are considered environmentally preferable for various reasons. For example, they may reduce energy consumption, they may have low or no-VOCs (which affect air quality), they may contain recycled content that meets or exceeds EPA standards, etc.</p>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Tier 1 Program: Fastenal's Supply Chain Diversity program establishes strategic alliances with small businesses serving as authorized channels of distribution for Fastenal's products and services. Fastenal's Reseller Consortium features strategic partners with a wide range of manufacturing, distribution and service capabilities as well as a full complement of supplier diversity certifications.</p> <p>The full line of Fastenal's fasteners and industrial supplies are available for purchase from our authorized resellers. Some resellers are stocking distributors; others are service providers with agreements for Fastenal to provide logistics and distribution services in support of their customers' requirements. All authorized resellers are the vendor of record, responsible for contract negotiations, pricing, invoicing, accounts receivable management, e-procurement solutions and customer service.</p> <p>Tier II Program: Our Supplier Diversity team will review qualified suppliers and assist to match your company's needs to the capabilities by providing the following:</p> <ul style="list-style-type: none"> • Potential early involvement in the design and establishment of goals • Realistic and understandable expectations • Accurate forecasting of our anticipated needs and timely distribution of pertinent information • Detailed Tier II usage reports including the following certifications: • HUBZone • Minority-Owned Business • Woman-Owned Business • Veteran-Owned Business • Service Disabled-Veteran Owned Business • Small Business • Small Disadvantaged Business <p>Custom Reporting: Your national account support team will review your compliance reporting needs and benchmark spend accordingly. Reporting can range from basic summary reports (e.g., visualizing global supplier diversity or green spend by channel) to reports displaying spend by department/division, product category, or SKU.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>In an industry that has become increasingly remote and transactional, Fastenal takes a different approach – investing and engaging on the local level to execute our customers' goals. Our value proposition centers on a simple concept: Great people, close to your business. What does this mean for Sourcewell Members?</p> <p>PROXIMITY: Our local footprint positions us to support Sourcewell Members with a dedicated service team, tailored in-market inventory, last-mile delivery (via Fastenal trucks), and custom Fastenal-managed inventory programs. The impact is direct. When we locally stock your product needs, that's inventory you don't have to carry. When we efficiently manage your MRO supply chain, that's time and energy you can focus on core activities.</p> <p>ENGAGEMENT: We become attuned to the nuances and needs of your operations – not only what your teams buy, but how the product is used and the daily challenges faced.</p> <p>PARTNERSHIP: The foundations are mutually-defined goals, a systematic approach to drive and measure continuous improvement, and a willingness to invest in our customers in ways that go far beyond contract pricing and efficient transactions. This includes a custom local or onsite supply chain for Member facilities, along with access to all of the resources that make Fastenal a leader in strategic supply.</p>

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document

upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p>Fastenal's warranty policy is as follows: LIMITED WARRANTY, DISCLAIMERS, LIMITATION ON WARRANTIES AND REMEDIES. Seller warrants that Products delivered to Buyer hereunder shall be free from any defects in material or workmanship and in conformity with Buyer's written specifications for a period of one year after delivery. Buyer shall inspect Products within a reasonable time (not to exceed 10 days) after receipt and shall promptly notify Seller of any claimed defect or nonconformity. Where the nature, quantity or packaging of Products makes immediate inspection impracticable, neither acceptance nor payment for Products shall waive the right of inspection or the right to return defective or nonconforming Products. Upon receipt of written notice by Buyer and as an exclusive remedy, Seller shall promptly correct or replace, at Seller's option, any defective or non-conforming Products and the direct and necessary cost of such correction or replacement shall be borne by Seller. Correction shall be made, or replacement products shall be delivered by Seller within the on-time period applicable to the original purchase order, unless prevented by conditions not subject to Seller's control. This warranty will not be applicable in the event of the improper selection, misapplication or misuse of the Product by Buyer and any liability from such events is disclaimed by Seller. THE FOREGOING WARRANTIES ARE IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED AND SELLER EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EVERY CLAIM UNDER THIS LIMITED WARRANTY SHALL BE DEEMED WAIVED UNLESS WRITTEN NOTICE IS GIVEN TO SELLER WITHIN SIXTY (60) DAYS AFTER THE DEFECT TO WHICH EACH CLAIM RELATES IS DISCOVERED OR SHOULD HAVE BEEN DISCOVERED.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Fastenal's warranty policy is as follows: LIMITED WARRANTY, DISCLAIMERS, LIMITATION ON WARRANTIES AND REMEDIES. Seller warrants that Products delivered to Buyer hereunder shall be free from any defects in material or workmanship and in conformity with Buyer's written specifications for a period of one year after delivery. Buyer shall inspect Products within a reasonable time (not to exceed 10 days) after receipt and shall promptly notify Seller of any claimed defect or nonconformity. Where the nature, quantity or packaging of Products makes immediate inspection impracticable, neither acceptance nor payment for Products shall waive the right of inspection or the right to return defective or nonconforming Products. Upon receipt of written notice by Buyer and as an exclusive remedy, Seller shall promptly correct or replace, at Seller's option, any defective or non-conforming Products and the direct and necessary cost of such correction or replacement shall be borne by Seller. Correction shall be made, or replacement products shall be delivered by Seller within the on-time period applicable to the original purchase order, unless prevented by conditions not subject to Seller's control. This warranty will not be applicable in the event of the improper selection, misapplication or misuse of the Product by Buyer and any liability from such events is disclaimed by Seller. THE FOREGOING WARRANTIES ARE IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED AND SELLER EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EVERY CLAIM UNDER THIS LIMITED WARRANTY SHALL BE DEEMED WAIVED UNLESS WRITTEN NOTICE IS GIVEN TO SELLER WITHIN SIXTY (60) DAYS AFTER THE DEFECT TO WHICH EACH CLAIM RELATES IS DISCOVERED OR SHOULD HAVE BEEN DISCOVERED.</p>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	N/A
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	N/A
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Fastenal does provide warranty services for some power tools made by other manufacturers for an additional year on top of the original manufacturer's warranty.

51	What are your proposed exchange and return programs and policies?	Fastenal must approve cancellation of any order prior to shipment. Orders for Special or Non-standard Products (not in the catalogue) may not be cancelled or returned. Any returns for shipping errors, damage or loss upon delivery must be reported within 10 days of the delivery date. Except as otherwise agreed, Products will not be accepted for return after 30 days from the date of delivery to the Purchaser. Any cancellation or returns accepted after 30 days may be subject to a restocking fee and other charges, for which the Purchaser shall be responsible. All returns should be made to a Fastenal branch or as otherwise designated by Fastenal, and must be in resalable condition and accompanied with an Invoice.	*
52	Describe any service contract options for the items included in your proposal.	<p>Fastenal is offering our Onsite solutions as a service to Participating Sourcewell Entities. Our local branches position us within minutes of our customers' facilities. Our onsite model brings us even closer, in terms of proximity and partnership. While our branches have to balance general market needs, an onsite resource has a single focus: operating a world-class supply chain for one facility.</p> <p>Here's a brief overview at the potential benefits for select Participating Entity sites:</p> <p>EXPERTISE: Your onsite teams will do more than fill orders and bins. They become experts in your operations and the products you need to run them. They also serve as the point persons for other experts in our business, pulling in specialists, suppliers, and sales leadership to execute projects and drive improvement.</p> <p>LABOR UTILIZATION: The team essentially serves as part of your local staff, but without being on your payroll. Leverage our energy and expertise to free up labor resources and operate more efficiently.</p> <p>WORKING CAPITAL: When we move onsite, we sell down your current inventory and phase in our own. Moving forward, the inventory remains on our books until it reaches your floor stocking locations – a dollar-for-dollar improvement in working capital.</p> <p>CONSOLIDATION: The synergy and efficiency of the onsite model allows us to manage an even broader range of products used in your business, expanding opportunities to consolidate, simplify, and leverage.</p> <p>INNOVATION: We bring a deep history in supply chain management. Just as importantly, we bring the future. An onsite solution becomes a direct pipeline to the latest innovations in areas like automated supply, asset tracking, and data analytics.</p> <p>SCALABILITY: Our onsite programs range from less than \$1M to over \$70M in revenue (for a single site). This speaks to our ability to operate cost-effective solutions for both very large and relatively small facilities.</p> <p>EXPERIENCE: With 1,500+ onsite programs worldwide, nobody offers more experience in implementing and operating successful programs. We're ready to leverage our local talent and infrastructure to quickly craft and activate custom solutions for your facilities.</p> <p>Please see the attached "Standard Onsite Agreement (US)" and "Standard Onsite Agreement (Canada)" as attached within the Standard Transaction Document Samples.</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Standard payment terms are Net 30. Fastenal prefers payment via EFT. Payment can also be accepted via check or cash. P-cards/credit cards are accepted at the time of purchase only.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	N/A	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Please see the attached "Sourcewell Participation Form" which will need to be completed by each entity choosing to opt into the Sourcewell agreement.</p> <p>Please see the attached "FAST Solutions Terms – US - GOV" and "FAST Solutions Terms – CN – GOV" for an example of the agreement to be utilized for bin stock lease, FASTBin, POD, FASTScale, FASTScan, locker lease, or vending program.</p> <p>Please see the attached "Standard Bin Stock Agreement – GOV" for bin stock programs.</p> <p>Please see the attached "Standard Onsite Agreement (US)" and "Standard Onsite Agreement (Canada)" for the agreement to be utilized for Onsite programs.</p>	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-cards/credit cards are accepted at the time of purchase only, with no additional cost.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Fastenal Company is offering a product category discount from our wholesale price. Please visit Fastenal's online catalog at www.fastenal.com for available products and current wholesale prices. Please see the attached "Sourcewell Discount Schedule."</p> <p>Fastenal is also offering several "Hot List" options for Participating Sourcewell Entities, including a Hot List program wherein each qualifying Member will have the ability to customize a market basket of up to 500 items. These custom market baskets can be utilized for high-use items, green items, emergency response, etc. Additionally, Fastenal has included a Hot List of the items most commonly utilized by State and Local Government customers. Please see the attached "Sourcewell Hot List."</p> <p>Additionally, Fastenal can provide sourcing of non-core items to procure items that are not available within Fastenal's distribution system. Fastenal's sourced items may be a direct line extension with an existing vendor or the item may be procured same day from local vendors. Pricing for sourced items is based on current market conditions and negotiated locally on a per-order basis.</p>	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Fastenal's discounts range from 23 – 57% off of the current wholesale price at the time of purchase.	*

59	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Volume Discount: Fastenal understands that Participating Entities may, from time to time, have unique purchasing needs requiring the purchase of products in a volume not related to ordinary purchase volume. Fastenal will assist Participating Entities by identifying and passing on the additional value which may be obtained through reaching a volume purchase. The volume discounts will be negotiated between the local Fastenal branch and the Sourcewell Entity based on market conditions.</p> <p>Rebate: To help drive participation to the Sourcewell Agreement, Fastenal has a variety of incentives available to eligible Participating Entities who reach a minimum spend threshold within a contract year. Proposed incentives may include:</p> <ul style="list-style-type: none"> • Administration Fee • Sales Growth Incentive • Fastenal Solutions-Onsite Incentive • Cumulative Volume Category Discount • Customized Hot List 	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Fastenal's sourcing model is a value-added service that we offer to customers to source products. The local Fastenal branch manages the sourcing, procurement, delivery, and, if required, the inventory management of the sourced product as part of a Fastenal vendor managed inventory solution.</p> <p>Pricing for sourced items is based on current market conditions and is negotiated locally on a per-order basis.</p>	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Fastenal has not identified any total cost of acquisition costs that are not included in our pricing submission.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sourced, expanded catalog (catalog items with no published wholesale price), or non-catalog (items not available in our catalog but with a published wholesale price) items and orders requiring special handling or expedited shipment may be subject to shipping charges. Items requiring additional charges would be communicated to the Sourcewell Participating Entity prior to acceptance of a purchase order. Approved charges would be prepaid and billed to the entity.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Items not in-stock at the local branch or not in-stock at the Primary Distribution Center for Alaska, Hawaii, or Canada may be subject to shipping charges.	*

64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Fastenal's FMI Technology solutions help you achieve the right balance of visibility and control for every product within the scope of the partnership. Our FMI Technology program centers on five core concepts:</p> <p>SIMPLIFY: Through our FASTStock program, your local Fastenal teams will execute a consistent service schedule to manually monitor and replenish your inventory locations. This manual process is enhanced by technology, including mobility applications that enable our teams to capture and illuminate data around every part we manage on your behalf: what it is, where it's located, and when we're servicing it. If you prefer to handle inventory monitoring/ordering internally, we also offer a self-service scanning solution (FASTScan).</p> <p>MONITOR: FASTBin devices provide an additional level of visibility and risk mitigation by enabling your servicing Fastenal teams to monitor your bin stock inventory remotely and continuously – a good fit for OEM parts or faster-moving/higher-value MRO items. The benefits are twofold: a more proactive and seamless supply chain, along with more productive utilization of your local Fastenal service teams (i.e., additional labor energy to focus on strategic activities vs. repetitive tasks).</p> <p>CONTROL: FASTVend devices can be deployed to control MRO products of all shapes and sizes. The cloud software makes it easy to set customized controls (who can access what, and how much) and to trace items to individual users and cost centers (including GL codes and/or job numbers if desired). One key result is a sharp and sustained reduction in consumption, typically 20 to 30%. Similar to FASTBin, the local Fastenal teams remotely monitor the inventory in the devices and proactively plan their service to ensure continuous supply.</p> <p>TRACK: We also offer FASTVend solutions to automate the check-out and return process for assets like tools, scanners, and tablets. Site managers can track each asset to the most current user and receive an alert if it's overdue for return. Alerts and lockdowns can also be scheduled for routine recharging, calibration, or maintenance, ensuring that job-ready tools are continuously available near the point of work. Leverage this technology to reduce tool loss and improve productivity.</p> <p>ANALYZE: The ultimate goal of an FMI Technology solution is to take industrial supplies out of the shadows and into a more efficient and controlled environment. Site managers will gain insight into product usage and allocation – how fast each item is turning, who's using it, and what it's being used for. Meanwhile, as your supply chain partner, we will analyze trends in your business and present opportunities to continuously evolve the program (devices, locations, product mix, and min-max levels) for maximum impact.</p> <p>Please see the attached "FAST Solutions Terms – US – GOV," "FAST Solutions Terms – CN – GOV," "Standard Bin Stock Agreement – GOV," "Standard Onsite Agreement (US)," and "Standard Onsite Agreement (Canada)" as included in the Standard Transaction Documents zip file for examples of the agreements to be utilized for our FMI Technology programs.</p>	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	<p>Fastenal's Contract Management team helps implement contract terms, conditions, pricing, and time lines for deliverables such as reporting, rebates, and additional discounts (if any). The Sourcwell agreement will be managed within Fastenal's contract management system, a proprietary database that manages pricing, FOB terms, rebates, reporting, and other relevant terms.</p> <p>The Contract Management team will be responsible for ensuring that the contract is correctly administered. This will include working with the Fastenal Government team to document the execution of participating addenda, any unique terms & conditions, rebates or additional fees, and/or reporting requirements of the Sourcwell Participating Entity. The Contract Management System administers the Sourcwell Agreement (including any participating addendum unique terms, fees or reporting) to the Fastenal branch account, driving compliance via the Fastenal branch point of sale (POS) system. The Contract Management team will also manage the administration of contract modifications, extensions, price updates, and other administrative correspondence.</p> <p>Government Sales Support</p> <p>Once the Sourcwell Agreement is entered into the Contract Management System, the day-to-day workload of interfacing with the Government Sales department and Fastenal's branch sales personnel becomes the primary responsibility of the Government Sales Support team. This group serves as a clearinghouse and liaison team between Contract Management and Sales. Fastenal's Government Sales Support team serves as the internal "customer service center" for our branch sales people, providing relevant contract information as well as the "linking" of branch accounts for Sourcwell Members to the Agreement within the Contract Management System. The Government Sales Support team is responsible for remitting reporting to Sourcwell and the Members. This includes sales reports, usage reports, supplier diversity reporting, sustainable purchases, etc.</p>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Fastenal will track the success of the Sourcwell contract by sales growth, number of customers using the contract, and the average dollar in sales per invoice.
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Fastenal proposes an administrative fee of one percent (1%) less taxes, freight, and product returns, with the exception of onsite customers which will be subject to an administrative fee of one half of a percent (0.5%) less taxes, freight, and product returns. Onsite customers must sign a Sourcwell onsite agreement. Sourcwell will be notified by Fastenal of these agreements. Onsites require a heavy investment in labor and technology but offer the lowest TCO for Sourcwell members.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Available product lines include: Abrasives; Adhesives, Sealants, and Tape; Cutting Tools and Metalworking; Electrical; Electronics and Batteries; Fasteners; Fleet and Automotive; HVAC and Refrigeration; Hardware; Hydraulics; Janitorial and Cleaning; Lighting; Lubricants, Coolants, and Fluids; Machinery; Material Handling, Lifting and Rigging; Motors; Office and Breakroom Supplies; Outdoor Products and Equipment; Packaging and Shipping Products; Paint and Painting Supplies; Plumbing; Pneumatics; Power Transmission; Pumps; Raw Materials; Safety; Sealing; Security; Test and Measurement; Tools and Equipment; Welding.</p> <p>Services and resources include: Supply Solutions (FMI Technology; FASTStock; FASTBin; FASTVend; E-Business; E-Procurement; Onsite; FASTCrib; Integrated Supply; Jobsite Inventory Solutions) Expert Consultants (National Accounts; Engineering Expertise; Construction Solutions; Government; Lean Solutions; Safety Solutions; Metalworking Support; OEM Support; Healthcare Resources) Manufacturing Services (Spensall Precision Machining; Cardinal Fastener High-Integrity Bolting; API 20E Bolting; Holo-Krome Cold-Forming; Metals, Alloys & Material Services) Industrial Services (Weld-to-Length Bandsaw Blades; Hose Fabrication; Hoist Repair & Certification; Custom Chain Sling Fabrication & Inspection; Custom Packaging; Lifting & Rigging Inspection; Special Assemblies; Tool & Cutter Grinding; Calibration & Repair; Tool Repair & Certification; Custom Logo Program) Compliance & Sourcing (Green Resources; Country of Origin Compliance Solutions; Fastenal Brands; Global Sourcing; Supplier Diversity; Blue Lane Freight)</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>ABRASIVES: Sanding Abrasives Products; Abrasive Brushes; Grinding Abrasives Products; Burr Products; Diamond Abrasives Products; Abrasive Accessories; Files & Rasps; Sand Blasters & Accessories; Deburring Products; Sharpeners & Accessories; Buffing & Polishing Products.</p> <p>ADHESIVES, SEALANTS, & TAPE: Tape; Adhesives & Glues; Silicones, Caulks, & Sealants; Threadlocking Chemicals; Adhesives & Sealants Dispensing Tools; Floor & Surface Care Chemicals; Tape Dispensers; Concrete & Asphalt.</p> <p>CUTTING TOOLS & METALWORKING: Indexable Cutting Tools; Milling Products; Saw Blades; General Purpose Holemaking; Threading & Tapping; High Performance Drilling; Toolholding Systems; Tooling Components; Turning & Boring Products; Cutting Tool Assortments Kits.</p> <p>ELECTRICAL: Industrial Controls; Electrical Wire & Accessories; Plugs, Receptacles & Connectors; Terminals & Wire Connectors; Conduit & Accessories; Wire Management; Circuit Protection & Distribution; Power Cords; Electrical Tape; Boxes, Covers, & Accessories; Robotics & Automation; Strut; Insulated Screwdriver Sets; Electrical Hand Tool Kits; NEMA Enclosures & Accessories; Insulated Socket Sets; Insulated Nut Driver Sets; Insulated Spanner Wrench Sets; Insulated Hex Key Sets; Insulated Hack Saws; Insulated Plier Sets; Insulated Wrench Sets; Insulated Wire Wrap & Unwrap Tools; Insulated Wire Wrap & Unwrap Tool Bits.</p> <p>ELECTRONICS AND BATTERIES: Data, Voice & Video Components; Electronic Hardware; Batteries; Battery Chargers; Holsters & Belt Clips; Head Sets; Radios & Two-Way Radios; Ear Pieces; Antennas; Speaker Microphones; Radio Retrofit Kits; Wireless Message Alert Callboxes; Appliances.</p> <p>FASTENERS: Bolts; Screws; Sockets; Nuts; Washers; Set Screws; Pins; Anchors; Retaining Rings & Clips; Rods & Studs; Automotive Fasteners; Rivets; Threaded Inserts & Thread Repair; Fastener Assortment Kits; Nails; Threadlockers; Thread Sealants & Compounds; Clinch Fasteners; Hardware Fasteners.</p> <p>FLEET & AUTOMOTIVE: Fleet Electrical Products; Fleet Filters & Accessories; Automotive Chemicals & Lubricants; DOT Fittings; Dock & Trailer Equipment; DOT Hose & Tubing; Towing & Accessories; Fleet Batteries & Accessories; Shop Equipment; Engine Oil & Additives; Automotive Specialty Tools; Fleet & Automotive Lighting; Truck Boxes & Vehicle Racks; Fluid Transfer Products; Tire & Wheel Products; Fleet Replacement Parts; Truck & Trailer Hardware; Mechanical Components; Air Line Products.</p> <p>HVAC AND REFRIGERATION: Filters; Ventilation Equipment & Supplies; Heating Equipment; Air Conditioners; HVAC Controls & Thermostats; Air Conditioner Accessories; HVAC/R Chemicals; Air Treatment; A/C & Refrigeration; Evaporative Cooler Accessories; Ice Machine Accessories; Valves & Accessories; Hydronic Heating; Heater Accessories; Evaporative Coolers; Seamers; Ice Machines; Punches; Crimpers; Notchers; Seam Rollers.</p> <p>HARDWARE AND BUILDING SUPPLIES: Springs; Hex Cap Screws & Hex Bolts; Strut Clamps & Hangers; Entry & Exit Door Products; Hardware Supplies; Strut Channel Accessories; Construction & Building Supplies; Hasps, Hinges, & Latches; Strut Clamp & Hanger Accessories; Caps & Plugs; Industrial Flooring Products; Cabinet Hardware; Strut Channel; Braces & Brackets; Magnets.</p> <p>HYDRAULICS: Hydraulic Fittings; Hydraulic Pumps & Cylinders; Hydraulic Hoses; Hydraulic Couplers & Accessories; Crimping Machine Accessories; Hydraulic Accumulators & Accessories; Crimping Machines.</p> <p>JANITORIAL & CLEANING: Cleaning Chemicals, Detergents, & Deodorizers; Brooms, Brushes, Dust Pans, & Dusters; Skin Care & Personal Hygiene; Wipers, Towels, & Rags; Trash Cans & Liners; Restroom Fixtures; Mops & Mopping</p>

Equipment; Squeegees & Window Cleaning Equipment; Cleaning Supplies; Vacuums & Accessories; Cleaning Machines; Restroom Supplies; Buckets, Pails, Lids; Cleaning Machine Accessories; Foam Sealants; Janitorial Carts & Accessories.

LIGHTING: Lamps; Work Lights & Accessories; Emergency Lighting & Accessories; Sensors & Accessories; Fixture Accessories; Fixtures; Outdoor Lighting & Accessories; Ballasts & Accessories.

LUBRICANTS, COOLANTS & FLUIDS: Metalworking Chemicals; Lubricants; Grease Fittings & Accessories; Oils; Grease; Protective Coatings; Grease Guns & Accessories; Metalworking Fluid Equipment; Lubrication Equipment.

MACHINERY: Metalworking Machinery; Ironworker Accessories; Machinery Accessories; Drill Press Accessories; Machining Tables; Lathe Accessories; Grinding Machine Accessories; Cold Saw Accessories.

MATERIAL HANDLING, LIFTING & RIGGING: Carts & Trucks; Slings & Accessories; Casters & Wheels; Slot Bars & Accessories; Racks, Shelving, Pallet Racking & Accessories; Ladders & Work Accessing Equipment; Chain & Accessories; Levelers, Noise & Vibration Control; Workbenches, Work Tables & Accessories; Bins; Hoists & Pullers; Storage Containers & Accessories; Cabinets; Cart & Truck Accessories; Conveyors & Accessories; Lifting Hardware; Wire Rope & Accessories; Magnets; Lockers & Accessories; Hand Tool Storage; Cranes, Trolleys, & Accessories; Drums & Drum Handling Equipment; Bollards & Building Protectors; Tie Downs & Cargo Control; Guard Rails, Hand Rails, & Barriers; Rigging Hardware; Lifters & Accessories; Winches & Winch Accessories; Lifts, Stackers, & Accessories; Bin Accessories; Cages & Cage Accessories; Rope & Rope Accessories; Wall Storage Systems & Accessories; Warehouse Supplies & Equipment; Cabinet Accessories; Lifting Magnets & Suction Lifters; Hoppers & Accessories; Industrial Furniture; Pallets & Skids; Mezzanine & Mezzanine Accessories; Worker Movement; Machine Rollers & Roller Kits; Jacks; Tilters & Dumpers; Gondolas & Accessories; Slatwall & Accessories.

MOTORS: Motor Replacement Parts.

OFFICE & BREAKROOM SUPPLIES: Food Service Supplies; Office Organization; Office Furniture; Desk Supplies; Paper & Printing; Boards, Easels, & Accessories; Office Machines & Accessories; Time Cards & Clock Systems; Ice Machine Replacement Parts; Portable Air Conditioners; Ice Machine Replacement Pumps; Computer Supplies & Media; Water Dispensers; Ice Machine Replacement Valves; Ice Machines; Ice Machine Electrical Replacement Parts; Ice Storage Bins; Cash Handling; Freezers; Ice Machine Cleaners.

OUTDOOR PRODUCTS & EQUIPMENT: Garden Hose & Accessories; Landscaping Hand Tools; Landscaping Power Tools; Pressure Washers; Repellants & Pest Control; Generators; Salt Spreaders & Accessories; Pressure Washer Accessories; Generator Accessories; Sprayers & Accessories; Tents & Accessories; Foam Sealants; Trimmer Accessories; Snow & Ice Removal; Lawn Mowers & Accessories; Snow Blowers & Accessories; Chain Saw Accessories; Logging Tools; Power Equipment; Construction Tools & Equipment.

PACKAGING & SHIPPING PRODUCTS: Corrugated Boxes, Cartons, & Mailers; Shipping & Storage Bags; Masking Tape; Shipping Labels & Tags; Packaging Tape; Strapping Products & Accessories; Bubble, Foam, & Cushioning; Envelopes & Mailers; Stretch Wrap & Shrink Film; Water Activated Tape; Stretch Wrap Machines & Accessories; Scales & Accessories; Carry Handles; Desiccants.

PAINT & PAINTING SUPPLIES: Paint & Marking Products; Masking Tape; Paint Roller Products; Paint Brush Products; Painting Accessories; Paint Booth Accessories; Paint Additives; Painting Equipment; Paint Pad Products.

PLUMBING: Pipe Fittings; Plumbing Valves & Accessories; Pipe & Tubing; Plumbing Tools & Equipment; Faucets & Faucet Repair Parts; Toilets, Urinals & Accessories; Water Filters & Accessories; Fountains, Sinks, & Accessories; Drains & Accessories; Hose & Hose Products; Showers, Tubs, & Accessories; Pipe Insulation & Accessories; Pipe Cements & Primers; Pipe Thread Tape; Water Heaters & Accessories; Pipe Lengths; Pipe Thread Sealants; Plumbing Putty.

PNEUMATICS: Pneumatic Fittings; Tubing & Tubing Accessories; Hose Couplers & Accessories; Clamps & Collars; Pressure Gauges & Accessories; Hose Reels & Accessories; Pneumatic Valves & Accessories; Air Preparation; Hose & Hose Assemblies; Actuators & Cylinders; Blow Guns & Accessories; Air Piping Systems; Hose Guards; Pneumatic System Components.

POWER TRANSMISSION: Seals & Accessories; Bearings; Chain & Sprockets; Shims & Shim Stock; Keyed Shafts & Keys; Power Transmission Belts; Bushings; Cam Followers & Yoke Rollers; Collars, Couplings, & Components; Sheaves & Pulleys; Pullers, Separators, & Accessories; Bearing Heaters & Accessories; Linear Motion.

PUMPS: Pump Accessories; Sewage, Submersible & Sump Pumps; Plumbing Pumps; Plumbing Pump Parts & Accessories; Drum, Barrel, & Pail Pumps; Engine Driven Pumps; Evaporative Cooler Pumps; Test Pumps; Booster & Pressure Pumps.

RAW MATERIALS: Sheet Stock Material; Bar Stock; Precision Blanks & Raw Blanks; Tube Stock; Fully Threaded Studs; Threaded Rods; Wire Products; Angle Products; Ball Stock; Foil Products; Coil Rods.

SAFETY: Facility Identification; Hand & Arm Protection; Matting; High Visibility Garments; Traffic Control Products; Label Maker & Laminator Accessories; Fall Protection; Eye Protection; ARC Flash & FR; Disposable Garments; Head & Face

		<p>Protection; First Aid & Emergency Products; Welding Safety Clothing; Lockout & Tagout Products; Work Wear; Foot Protection; Spill Containment; Chemical Resistant Garments; Rain Wear; Respiratory; Welding Helmets & Eye Protection; Safety Storage Cabinets & Containers; Powered & Supplied Air System Accessories; Hearing Protection; Dispensers & Bags; Confined Space Equipment; Heat Stress Products; Fleet & Automotive Safety Equipment; Step Ladders; Joint Support; Gas Detection Accessories; Powered & Supplied Air Systems; Gas Detectors; Intrinsically Safe Lights; Safety Knives; Storm Water Management; Hydration Products; Fire Protection; Label Makers & Laminators; Breathing Air Filtration Systems; Static Control Products; Safety Knife Accessories.</p> <p>SEALING: O-Rings; Flanges, Gaskets, & Gasket Materials; Cord Stock; Rotary & Linear Seals; Compression Packing.</p> <p>SECURITY: Locks & Accessories; Secure Facility; Radio Accessories; Law Enforcement; Key Center Components; Tactical Gear; Radios; Asset Monitoring; Warning Alarms.</p> <p>TEST & MEASUREMENT: Precision Measuring Tools; Meters; HVAC Test Instruments; Individual Levels; Meter Accessories; Thermometers; Lumber Crayons & China Markers; Thermal Imagers; Retrieval Tools; Inspection Mirrors; Thermal Imager Accessories; Chalk Refills; Chalk Reels; Level Sets; Measuring Wheels; Water Treatment; Plumb Bobs; Railroad Chalk; Laser Pointers.</p> <p>TOOLS & EQUIPMENT: Hand Tools; Power Tool Accessories; Air Tools & Accessories; Electrical Tools; Layout & Measuring Tools; Cordless Power Tools; Flashlights & Accessories; Corded Power Tools; Clamping & Holdings; Fastener Installation & Repair Tools; Tool Bags & Tool Belts; Repair & Replacement Parts; Powder & Gas Actuated Systems & Accessories; Compressors; Anchor Installation Tools; Hydraulic Tools & Accessories; HVAC Tools; Compressor Accessories.</p> <p>TRAININGS, RESOURCES, & SUSTAINABILITY: Work Literature & Resources; Recycling Programs; Trainings.</p> <p>WELDING: Consumables; Welding Rods & Wire; Welding Gloves; Gas Apparatus; Welding Safety Equipment; Welding Jackets & Capes; Welding Tools & Support Components; Welding & Cutting Machines; Welding Chemicals; Welding Cable & Accessories; Solder Tool Accessories; Welding Helmets; Welding PAPR Helmets; Welding Pants; Soldering; Heat Resistant Sleeves; Welding Goggles & Glasses; Welding Aprons; Welding Coveralls; Welding Face Shields; Solder Tools; Welding Glove Protectors; Welding Bibs; Welding Chaps & Spats; Welding Caps.</p>
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Facility MRO	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>In 2021 Fastenal supplied products spanning nearly 1.78 million unique stock-keeping units (SKUs). This includes 115,000+ "standard" part numbers that are well supported throughout our distribution system, along with a vast range of semi-standard and customer-specific items. Available product lines include:</p> <p>Abrasives; Adhesives, Sealants, and Tape; Cutting Tools and Metalworking; Electrical; Electronics and Batteries; Fasteners; Fleet and Automotive; HVAC and Refrigeration; Hardware; Hydraulics; Janitorial and Cleaning; Lighting; Lubricants, Coolants, and Fluids; Machinery; Material Handling, Lifting and Rigging; Motors; Office and Breakroom Supplies; Outdoor Products and Equipment; Packaging and Shipping Products; Paint and Painting Supplies; Plumbing; Pneumatics; Power Transmission; Pumps; Raw Materials; Safety; Security; Test and Measurement; Tools and Equipment; Welding.</p>

72	Industrial supplies or building materials	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>In 2021 Fastenal supplied products spanning nearly 1.78 million unique stock-keeping units (SKUs). This includes 115,000+ "standard" part numbers that are well supported throughout our distribution system, along with a vast range of semi-standard and customer-specific items. Available product lines include:</p> <p>Abrasives; Adhesives, Sealants, and Tape; Cutting Tools and Metalworking; Electrical; Electronics and Batteries; Fasteners; Fleet and Automotive; HVAC and Refrigeration; Hardware; Hydraulics; Janitorial and Cleaning; Lighting; Lubricants, Coolants, and Fluids; Machinery; Material Handling, Lifting and Rigging; Motors; Office and Breakroom Supplies; Outdoor Products and Equipment; Packaging and Shipping Products; Paint and Painting Supplies; Plumbing; Pneumatics; Power Transmission; Pumps; Raw Materials; Safety; Security; Test and Measurement; Tools and Equipment; Welding.</p>	*
73	Electric, mechanical, fluid, or pneumatic power transmission	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>A necessity in industrial environments, power transmission products enable energy in the form of rotary motion to be transmitted from the source of power generation to the machinery that depends on it. Bearings, sprockets, gears, belts, and related items are essential in the transmission of power.</p>	*
74	Electrical service or lighting	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Electrical products are concerned with the safe transmission of electrical energy for use with machines and appliances. Fastenal's electrical offering includes wires, cords, boxes, conduits, receptacles, and more make electrical energy available where needed while helping to prevent accidents.</p> <p>Lighting products illuminate business, home, and facility interiors as well as outdoor areas and temporary work sites. Lamps differ in terms of light output, energy consumption, and other factors, according to their type. Fluorescent, incandescent, LED, metal halide, sodium vapor, and mercury vapor are among the varieties found.</p>	*
75	Plumbing or waterworks	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Fastenal's plumbing offering includes fittings, valves and valve accessories, pipe and pipe accessories, hose and hose products, flanges and gaskets, restroom and plumbing fixtures, repair and replacement parts, tools, cleaning equipment and pumps and accessories.</p>	
76	Services related to the offering of the solutions in Lines 71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Services and resources available through Fastenal include:</p> <p>Supply Solutions (FMI Technology; FASTStock; FASTBin; FASTVend; E-Business; E-Procurement; Onsite; FASTCrib; Integrated Supply; Jobsite Inventory Solutions)</p> <p>Expert Consultants (National Accounts; Engineering Expertise; Construction Solutions; Government; Lean Solutions; Safety Solutions; Metalworking Support; OEM Support; Healthcare Resources)</p> <p>Manufacturing Services (Spensall Precision Machining; Cardinal Fastener High-Integrity Bolting; API 20E Bolting; Holo-Krome Cold-Forming; Metals, Alloys & Material Services)</p> <p>Industrial Services (Weld-to-Length Bandsaw Blades; Hose Fabrication; Hoist Repair & Certification; Custom Chain Sling Fabrication & Inspection; Custom Packaging; Lifting & Rigging Inspection; Special Assemblies; Tool & Cutter Grinding; Calibration & Repair; Tool Repair & Certification; Custom Logo Program)</p> <p>Compliance & Sourcing (Green Resources; Country of Origin Compliance Solutions; Fastenal Brands; Global Sourcing; Supplier Diversity; Blue Lane Freight)</p>	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Pricing.zip - Tuesday September 13, 2022 18:03:11
 - [Financial Strength and Stability](#) - Financial Strength and Stability_2021 Annual Report.pdf - Monday September 12, 2022 21:42:30
 - [Marketing Plan/Samples](#) - Marketing Plan_Sourcewell All-Inclusive Linecard.pdf - Tuesday September 13, 2022 18:03:20
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Tuesday September 13, 2022 18:03:31
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Terry Owen, Sr. Executive Vice President, Fastenal Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Facility_MRO_Supplies_RFP_091422 Wed August 24 2022 02:50 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Facility_MRO_Supplies_RFP_091422 Wed August 17 2022 02:11 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Facility_MRO_Supplies_RFP_091422 Mon August 1 2022 09:35 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Facility_MRO_Supplies_RFP_091422 Fri July 29 2022 03:22 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Facility_MRO_Supplies_RFP_091422 Thu July 28 2022 04:35 PM	<input checked="" type="checkbox"/>	1



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0403

Agenda Item #: 10k.

Submitted By: Amy Johnson

Presentation By: Clint Welborn

Department: Fire and Emergency Services

FORMAL TITLE:

Grant agreement between the City of Ocala and Community Foundation for Ocala/Marion County for the Community Paramedicine Program in the amount of \$100,000

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

AdventHealth Ocala, in partnership with the City of Ocala, by and through Ocala Fire Rescue, provides a Community Paramedicine Program (the "Program"). This Program has helped physicians monitor the health of vulnerable patients, resulting in better outcomes and fewer ambulance transports, emergency department visits, and hospital readmissions. City Council has approved grant agreements to facilitate this program since September 1, 2021.

FINDINGS AND CONCLUSIONS:

Ocala Fire Rescue and the Community Foundation agree that continuing the Community Paramedicine Program would benefit the citizens of Ocala. Through this grant, the Community Foundation will reimburse the City for a portion of the Program's operating costs.

Staff recommends approval.

FISCAL IMPACT:

The Community Foundation will reimburse the City of Ocala and Ocala Fire Rescue for \$25,000 quarterly. Funds will be applied to account 001-339-000-000-16-36929, and expenditures will be applied to accounts 001-051-902-522-52-*. An accompanying agenda item is available on the same agenda.

PROCUREMENT REVIEW:

This grant agreement was reviewed by the City's Procurement and Contracting Officer in compliance with City policy.

LEGAL REVIEW:

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

GRANT AGREEMENT FOR COMMUNITY PARAMEDICINE SERVICES

Agreement entered **September 1, 2025**, by and between the **COMMUNITY FOUNDATION FOR OCALA/MARION COUNTY**, 324 SE 24th Street, Ocala, Florida 34471, and the **CITY OF OCALA**, by and through **Ocala Fire Rescue**, 505 NW Martin Luther King Jr Ave, Ocala, Florida 34475 for the Community Paramedicine Program.

Project Description

The Community Foundation for Ocala/Marion County anticipates that implementation of a community paramedicine program will reduce hospital readmissions, prevent non-emergency ER visits and reduce non-emergency EMS runs by improving access to care for residents in Marion County, Florida. The City of Ocala, by and through Ocala Fire Rescue, entered into a community paramedic program agreement with AdventHealth Ocala. To enhance community health and wellbeing, the **Community Foundation for Ocala/Marion County** has agreed to fund the costs incurred by the City of Ocala.

The annual project funding for the 2025-2026 year will be **\$100,000.00**, allocated to Ocala Fire Rescue as quarterly reimbursements of **\$25,000.00** paid by the Community Foundation for Ocala/Marion County..

Terms of Agreement

- This agreement is effective for one (1) year from **September 1, 2025** to **August 31, 2026**.
- **Ocala Fire Rescue** will perform community paramedicine services as described in the AdventHealth Ocala Community Paramedic Program Agreement dated July 1, 2021.
- **Ocala Fire Rescue** will submit an invoice the beginning of each quarter in the amount of \$25,000.00 per quarter.
- Within five business days of receipt of the invoice, the **Community Foundation for Ocala/Marion County** will promptly submit reimbursement to **Ocala Fire Rescue, c/o Finance Dept., 201 SE 3rd Ave., Ocala, FL 34471**.
- the Agreement is renewed once or more following the August 31, 2026 expiration date, any such renewal will be subject to the caps set forth in Exhibit A of this Agreement.

Data Access

The Community Foundation for Ocala/Marion County will not have any access to patient information.

Confidentiality

The Community Foundation for Ocala/Marion County will not share any information reviewed or proposals prepared with any other entity. The contents of this agreement, any discussions with the City of Ocala, or any other shared information will be held in the strictest confidence on the part of the **Community Foundation for Ocala/Marion County**.

Signatures

Signed on behalf of the **Community Foundation for Ocala/Marion County**

Lauren Deiorio, Executive Director

Date

Signed on behalf of **Ocala Fire Rescue**, by and through the **City of Ocala**

Kristen Dreyer, City Council President

Date

CONTRACT # OFR/210495

Approved for form and legality:

_____, City Attorney

Attest:

Angel Jacobs, City Clerk

Exhibit A

Funding Cap for Future Terms

Future terms will have a cap of \$210,000

September 1, 2024 and ending on August 31, 2025

County apportionment:	\$100,000
City apportionment:	\$100,000
Community Foundation apportionment:	<u>\$10,000</u>
Grant total:	\$210,000

September 1, 2025 and ending on August 31, 2026

County apportionment:	\$100,000
City apportionment:	\$100,000
Community Foundation apportionment:	<u>\$10,000</u>
Grant total:	\$210,000



CONTRACT # OFR/210495

GRANT AGREEMENT FOR COMMUNITY PARAMEDICINE SERVICES

Agreement entered **September 1, 2024**, by and between the **COMMUNITY FOUNDATION FOR OCALA/MARION COUNTY**, 324 SE 24th Street, Ocala, Florida 34471, and the **CITY OF OCALA**, by and through **Ocala Fire Rescue**, 505 NW Martin Luther King Jr Ave, Ocala, Florida 34475 for the Community Paramedicine Program.

Project Description

The Community Foundation for Ocala/Marion County anticipates that implementation of a community paramedicine program will reduce hospital readmissions, prevent non-emergency ER visits and reduce non-emergency EMS runs by improving access to care for residents in Marion County, Florida. The City of Ocala, by and through Ocala Fire Rescue, entered into a community paramedic program agreement with AdventHealth Ocala. To enhance community health and wellbeing, the **Community Foundation for Ocala/Marion County** has agreed to fund the costs incurred by the City of Ocala.

The annual project funding for the 2024-2025 year will be **\$100,000.00**, allocated to Ocala Fire Rescue as quarterly reimbursements of **\$25,000.00** paid by the Community Foundation for Ocala/Marion County..

Terms of Agreement

- This agreement is effective for one (1) year from **September 1, 2024** to **August 31, 2025**.
- **Ocala Fire Rescue** will perform community paramedicine services as described in the AdventHealth Ocala Community Paramedic Program Agreement dated July 1, 2021.
- **Ocala Fire Rescue** will submit an invoice the beginning of each quarter in the amount of \$25,000.00 per quarter.
- Within five business days of receipt of the invoice, the **Community Foundation for Ocala/Marion County** will promptly submit reimbursement to **Ocala Fire Rescue, c/o Finance Dept., 201 SE 3rd Ave., Ocala, FL 34471**.
- the Agreement is renewed once or more following the August 31, 2025 expiration date, any such renewal will be subject to the caps set forth in Exhibit A of this Agreement.

Data Access

The Community Foundation for Ocala/Marion County will not have any access to patient information.

Confidentiality

The Community Foundation for Ocala/Marion County will not share any information reviewed or proposals prepared with any other entity. The contents of this agreement, any discussions with the City of Ocala, or any other shared information will be held in the strictest confidence on the part of the **Community Foundation for Ocala/Marion County**.

Signatures

Signed on behalf of the **Community Foundation for Ocala/Marion County**

Docusigned by:

11/30/2024

Lauren Deiorio, Executive Director

Date

Signed on behalf of **Ocala Fire Rescue**, by and through the **City of Ocala**

Docusigned by:

11/27/2024

Barry Mansfield, City Council President

Date



CONTRACT # OFR/210495

Approved for form and legality:

Signed by:

William E. Sexton, Esq.

B07DCFC4E86E429...

William E. Sexton, Esq., City Attorney

Attest:

Signed by:

Angel B. Jacobs

8DB3574C28E54A5...

Angel Jacobs, City Clerk



CONTRACT # OFR/210495

Exhibit A

Funding Cap for Future Terms

Future terms will have a cap of \$210,000

September 1, 2024 and ending on August 31, 2025

County apportionment:	\$100,000
City apportionment:	\$100,000
Community Foundation apportionment:	<u>\$10,000</u>
Grant total:	\$210,000

September 1, 2025 and ending on August 31, 2026

County apportionment:	\$100,000
City apportionment:	\$100,000
Community Foundation apportionment:	<u>\$10,000</u>
Grant total:	\$210,000

Certificate Of Completion

Envelope Id: F003863C-3445-4CFC-93C3-361F3BBB0412

Status: Completed

Subject: SIGNATURE - 2024-25 Community Paramedicine Grant Agreement (OFR/210495)

Source Envelope:

Document Pages: 3

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Patricia Lewis

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

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

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

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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

William E. Sexton, Esq.

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)

Signed by:

William E. Sexton, Esq.

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Signed: 11/22/2024 3:04:30 PM

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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Barry Mansfield

bmansfield@ocalafl.org

Council President

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Barry Mansfield

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Signature Adoption: Pre-selected Style

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Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Angel B. Jacobs

ajacobs@ocalafl.org

City Clerk

Security Level: Email, Account Authentication
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Signed by:

Angel B. Jacobs

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Accepted: 11/27/2024 1:04:09 PM

ID: 3594b1c8-b9c3-4b81-804f-e22590dcd67d

Lauren Deiorio

lauren@ocalafoundation.org

President/Executive Director

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Lauren Deiorio

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Intermediary Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/22/2024 1:28:15 PM
Certified Delivered	Security Checked	11/30/2024 2:54:03 PM
Signing Complete	Security Checked	11/30/2024 2:54:22 PM
Completed	Security Checked	11/30/2024 2:54:22 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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: 2025-0148

ID #: 2025-0148

Type: Agenda Item

Status: Passed

Version: 1

Placement: 10

In Control: City Council

File Created: 11/01/2024

Presented By: :

Final Action: 11/19/2024

Item Title: Approve grant agreement between the City of Ocala and the Community Foundation for Ocala/Marion County for the Community Paramedicine Program in the amount of \$100,000

Internal Notes:

Target Meeting: 11/19/2024

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - 2024-2025 CF-City Paramedicine Grant Agreement, Fully Executed - 2023-2024 Renewal - Grant Agreement for Community Paramedicine Services (OFR 210495), 11-7-2023 Council Approval - 2023-2024 Renewal - Community Paramedicine Grant Agreement 2023 (OFR 210495), Fully Executed - 2022-2023 Renewal - Grant Agreement for Community Paramedicine Services, CF (OFR 210495), 12-6-2022 Council Approval - 2022-2023 Funding Award, Fully Executed - 2021-2022 Paramedicine Services Grant Agreement, 8-17-2021 Council Approval - 2021-2022 Grant Agreement

Enactment Number:

Recommendation:

Hearing Date:

Entered by: ajohnson@ocalafl.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/19/2024	Approved				Pass
Action Text: There being no further discussion the motion carried by roll call vote. Aye: 5 Pro Tem Dreyer, Council Member Bethea Sr, Council Member Hilty Sr, Council Member Musleh, and Council President Mansfield							

Text of Legislative File 2025-0148

Submitted By: Amy Johnson

Presentation By: Clint Welborn

Department: Fire and Emergency Services

STAFF RECOMMENDATION (Motion Ready):

Approve grant agreement between the City of Ocala and the Community Foundation for Ocala/Marion County for the Community Paramedicine Program in the amount of \$100,000

OCALA’S RELEVANT STRATEGIC GOALS:

Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

AdventHealth Ocala, in partnership with the City of Ocala, by and through Ocala Fire Rescue, provides a Community Paramedicine Program (the “Program”). This Program has helped physicians monitor the health of vulnerable patients to produce better outcomes and reduce the number of ambulance transports, visits to the emergency department, and hospital readmissions. City Council has approved grant agreements to facilitate this Program since September 1, 2021.

FINDINGS AND CONCLUSIONS:

Ocala Fire Rescue and the Community Foundation agree that continuing the Community Paramedicine Program would be beneficial to the citizens of Ocala. Through this grant, the Community Foundation will reimburse the City for a portion of operating costs associated with the Program.

FISCAL IMPACT:

The Community Foundation will reimburse the City of Ocala, Ocala Fire Rescue, \$25,000 quarterly. Funds will continue to be applied to account 001-369-000-000-16-36929, and expenditures will be applied to account 001-051-902-522-52-.*.

PROCUREMENT REVIEW:

This Agreement has been reviewed in compliance with the City’s Procurement Policy.

LEGAL REVIEW:

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny



CONTRACT # OFR/210495

GRANT AGREEMENT FOR COMMUNITY PARAMEDICINE SERVICES

Agreement entered **September 1, 2023**, by and between the **COMMUNITY FOUNDATION FOR OCALA/MARION COUNTY**, 324 SE 24th Street, Ocala, Florida 34471, and the **CITY OF OCALA**, by and through **Ocala Fire Rescue**, 505 NW Martin Luther King Jr Ave, Ocala, Florida 34475 for the Community Paramedicine Program.

Project Description

The Community Foundation for Ocala/Marion County anticipates that implementation of a community paramedicine program will reduce hospital readmissions, prevent non-emergency ER visits and reduce non-emergency EMS runs by improving access to care for residents in Marion County, Florida. The City of Ocala, by and through Ocala Fire Rescue, entered into a community paramedic program agreement with AdventHealth Ocala. To enhance community health and wellbeing, the **Community Foundation for Ocala/Marion County** has agreed to fund the costs incurred by the City of Ocala.

The annual project funding for the 2023-2024 year will be **\$142,085.95**, allocated to Ocala Fire Rescue as monthly reimbursements paid by the Community Foundation for Ocala/Marion County..

Terms of Agreement

- This agreement is effective for one (1) year from **September 1, 2023** to **August 31, 2024**.
- **Ocala Fire Rescue** will perform community paramedicine services as described in the AdventHealth Ocala Community Paramedic Program Agreement dated July 1, 2021.
- **Ocala Fire Rescue** will submit a report of the previous month's expenditures no later than the 15th of each month for reimbursement not exceeding \$11,840.49 per month.
- Within five business days of receipt of an approved monthly expenditure report, the **Community Foundation for Ocala/Marion County** will promptly submit reimbursement to **Ocala Fire Rescue, c/o Finance Dept., 201 SE 3rd Ave., Ocala, FL 34471**.

Data Access

The Community Foundation for Ocala/Marion County will not have any access to patient information.

Confidentiality

The Community Foundation for Ocala/Marion County will not share any information reviewed or proposals prepared with any other entity. The contents of this agreement, any discussions with the City of Ocala, or any other shared information will be held in the strictest confidence on the part of the **Community Foundation for Ocala/Marion County**.

Signatures

Signed on behalf of the **Community Foundation for Ocala/Marion County**

DocuSigned by:

11/28/2023

Lauren Deiorio, Executive Director

Date

Signed on behalf of **Ocala Fire Rescue**, by and through the **City of Ocala**

DocuSigned by:

11/28/2023

James P. Hilty, Sr., City Council President

Date



CONTRACT # OFR/210495

Approved as to form and legality:

DocuSigned by:

William Sexton

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William E. Sexton, Esq., City Attorney

Attest:

DocuSigned by:

Angel B. Jacobs

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Angel Jacobs, City Clerk

Certificate Of Completion

Envelope Id: 2EE0C3FD4BEE4076962EFF611DE87B41

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Source Envelope:

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Patricia Lewis

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Ocala, FL 34471

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William Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
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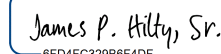
James P. Hilty, Sr.

jhilty@ocalafl.org

President

Security Level: Email, Account Authentication
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Angel B. Jacobs

ajacobs@ocalafl.org

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

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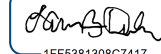
Lauren Deiorio

lauren@ocalafoundation.org

President/Executive Director

Security Level: Email, Account Authentication
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Signed: 11/28/2023 1:51:25 PM

Signature Adoption: Drawn on Device

Using IP Address: 216.255.255.6

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	11/28/2023 1:51:04 PM
Signing Complete	Security Checked	11/28/2023 1:51:25 PM
Completed	Security Checked	11/28/2023 1:51:25 PM
Payment Events	Status	Timestamps
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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All notices and disclosures will be sent to you electronically

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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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- 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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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:

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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
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GRANT AGREEMENT FOR COMMUNITY PARAMEDICINE SERVICES

Agreement entered **September 1, 2022**, by and between the **COMMUNITY FOUNDATION FOR OCALA/MARION COUNTY**, 324 SE 24th Street, Ocala, Florida 34471, and the **CITY OF OCALA**, by and through **Ocala Fire Rescue**, 505 NW Martin Luther King Jr Ave, Ocala, Florida 34475 for the Community Paramedicine Program.

Project Description

The **Community Foundation for Ocala/Marion County** anticipates that implementation of a community paramedicine program will reduce hospital readmissions, prevent non-emergency ER visits and reduce non-emergency EMS runs by improving access to care for residents in Marion County, Florida. The City of Ocala, by and through Ocala Fire Rescue, entered into a community paramedic program agreement with AdventHealth Ocala. To enhance community health and wellbeing, the **Community Foundation for Ocala/Marion County** has agreed to fund the costs incurred by the City of Ocala.

The annual project funding for the 2022-2023 year will be **\$123,553.00**, allocated to Ocala Fire Rescue as monthly reimbursements paid by the Community Foundation for Ocala/Marion County..

Terms of Agreement

- This agreement is effective for one (1) year from **September 1, 2022** to **August 31, 2023**.
- **Ocala Fire Rescue** will perform community paramedicine services as described in the AdventHealth Ocala Community Paramedic Program Agreement dated July 1, 2021.
- **Ocala Fire Rescue** will submit a report of the previous month's expenditures no later than the 10th of each month for reimbursement not exceeding \$10,296.08 per month.
- Within five business days of receipt of an approved monthly expenditure report, the **Community Foundation for Ocala/Marion County** will promptly submit reimbursement to **Ocala Fire Rescue, c/o Finance Dept., 201 SE 3rd Ave., Ocala, FL 34471**.

Data Access

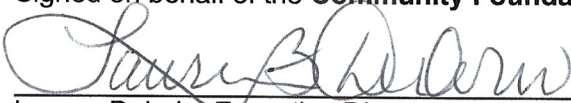
The **Community Foundation for Ocala/Marion County** will not have any access to patient information.

Confidentiality

The **Community Foundation for Ocala/Marion County** will not share any information reviewed or proposals prepared with any other entity. The contents of this agreement, any discussions with the City of Ocala, or any other shared information will be held in the strictest confidence on the part of the **Community Foundation for Ocala/Marion County**.

Signatures

Signed on behalf of the **Community Foundation for Ocala/Marion County**


Lauren Deiorio, Executive Director

12/16/22
Date

Signed on behalf of **Ocala Fire Rescue**, by and through the **City of Ocala**

James P Hilty SR

12 / 15 / 2022

James P. Hilty, Sr., City Council President

Date

Approved for form and legality:

William E. Sexton

William E. Sexton, City Attorney

Attest:

Angel B. Jacobs

Angel Jacobs, City Clerk



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: BR-2026-118

Agenda Item #: 10I.

Submitted By: Amy Johnson

Presentation By: Clint Welborn

Department: Fire and Emergency Services

FORMAL TITLE:

Budget Resolution 2026-118 to amend the Fiscal Year 2025-26 budget to accept and appropriate funding from the Community Foundation for Ocala/Marion County for the Community Paramedicine program in the amount of \$100,000

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place

PROOF OF PUBLICATION:

N/A

BACKGROUND:

AdventHealth Ocala, in partnership with the City of Ocala through Ocala Fire Rescue, will continue to provide a Community Paramedicine program. Continuing this program helps physicians monitor the health of vulnerable patients and reduces ambulance transports, emergency department visits, and hospital readmissions.

FINDINGS AND CONCLUSIONS:

The City of Ocala, through Ocala Fire Rescue and the Community Foundation for Ocala/Marion County, agrees that continuing the community paramedicine program is beneficial to residents. Staff recommends approval.

FISCAL IMPACT:

The Community Foundation for Ocala/Marion County will reimburse the City of Ocala and Ocala Fire Rescue \$25,000 quarterly. Funds will continue to be applied to account 001-369-000-000-16-36929, and expenditures will be applied to accounts 001-051-902-522-52-.*.

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny
-

BUDGET RESOLUTION 2025-118

A RESOLUTION TO AMEND THE FISCAL YEAR 2025-26 BUDGET TO ACCEPT AND APPROPRIATE FUNDS FROM THE COMMUNITY FOUNDATION OCALA/MARION COUNTY FOR A COMMUNITY PARAMEDICINE PROGRAM IN THE AMOUNT OF \$100,000

WHEREAS, the City of Ocala and the Community Foundation Ocala/Marion County agree it would be beneficial to enter into this agreement to continue the Community Paramedicine Program; and

WHEREAS, the Community Foundation Ocala/Marion County agrees to reimburse the City of Ocala \$100,000.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2025-26 budget be amended to accept and appropriate funding as follows:

SOURCE:

001-369-000-000-16-36929	Community Foundation	\$100,000
--------------------------	----------------------	-----------

USE:

001-051-902-522-52-52010	Operating Supplies- Other	\$60,000
001-051-902-522-52-52045	S/Ware-Subscript Based (SBITA)	<u>\$40,000</u>
	TOTAL	\$100,000

This resolution adopted this _____ day of _____, 2025.

ATTEST:

CITY OF OCALA

By:
Angel B. Jacobs
City Clerk

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

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The annual project funding for the 2025-2026 year will be **\$100,000.00**, allocated to Ocala Fire Rescue as quarterly reimbursements of **\$25,000.00** paid by the Community Foundation for Ocala/Marion County..

Terms of Agreement

- This agreement is effective for one (1) year from **September 1, 2025** to **August 31, 2026**.
- **Ocala Fire Rescue** will perform community paramedicine services as described in the AdventHealth Ocala Community Paramedic Program Agreement dated July 1, 2021.
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- Within five business days of receipt of the invoice, the **Community Foundation for Ocala/Marion County** will promptly submit reimbursement to **Ocala Fire Rescue, c/o Finance Dept., 201 SE 3rd Ave., Ocala, FL 34471**.
- the Agreement is renewed once or more following the August 31, 2026 expiration date, any such renewal will be subject to the caps set forth in Exhibit A of this Agreement.

Data Access

The Community Foundation for Ocala/Marion County will not have any access to patient information.

Confidentiality

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Signatures

Signed on behalf of the **Community Foundation for Ocala/Marion County**

Lauren Deiorio, Executive Director

Date

Signed on behalf of **Ocala Fire Rescue**, by and through the **City of Ocala**

Kristen Dreyer, City Council President

Date

CONTRACT # OFR/210495

Approved for form and legality:

_____, City Attorney

Attest:

Angel Jacobs, City Clerk

Exhibit A
Funding Cap for Future Terms

Future terms will have a cap of \$210,000

September 1, 2024 and ending on August 31, 2025

County apportionment:	\$100,000
City apportionment:	\$100,000
Community Foundation apportionment:	<u>\$10,000</u>
Grant total:	\$210,000

September 1, 2025 and ending on August 31, 2026

County apportionment:	\$100,000
City apportionment:	\$100,000
Community Foundation apportionment:	<u>\$10,000</u>
Grant total:	\$210,000



CONTRACT # OFR/210495

GRANT AGREEMENT FOR COMMUNITY PARAMEDICINE SERVICES

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- the Agreement is renewed once or more following the August 31, 2025 expiration date, any such renewal will be subject to the caps set forth in Exhibit A of this Agreement.

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Confidentiality

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Signatures

Signed on behalf of the **Community Foundation for Ocala/Marion County**

Docusigned by:

11/30/2024

Lauren Deiorio, Executive Director

Date

Signed on behalf of **Ocala Fire Rescue**, by and through the **City of Ocala**

Docusigned by:

11/27/2024

Barry Mansfield, City Council President

Date



CONTRACT # OFR/210495

Approved for form and legality:

Signed by:

William E. Sexton, Esq.

B07DCFC4E86E429...

William E. Sexton, Esq., City Attorney

Attest:

Signed by:

Angel B. Jacobs

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Angel Jacobs, City Clerk



CONTRACT # OFR/210495

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Grant total:	\$210,000

Certificate Of Completion

Envelope Id: F003863C-3445-4CFC-93C3-361F3BBB0412
 Subject: SIGNATURE - 2024-25 Community Paramedicine Grant Agreement (OFR/210495)
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 Certificate Pages: 5
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 110 SE Watula Avenue
 City Hall, Third Floor
 Ocala, FL 34471
 plewis@ocalafl.org
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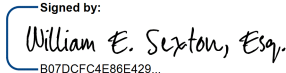
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Signer Events

William E. Sexton, Esq.
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

Signature

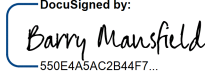
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Barry Mansfield
 bmansfield@ocalafl.org
 Council President
 City of Ocala
 Security Level: Email, Account Authentication (None)

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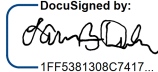
Angel B. Jacobs
 ajacobs@ocalafl.org
 City Clerk
 Security Level: Email, Account Authentication (None)

Signed by:

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Lauren Deiorio
 lauren@ocalafoundation.org
 President/Executive Director
 Security Level: Email, Account Authentication (None)

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Agent Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Certified Delivered	Security Checked	11/30/2024 2:54:03 PM
Signing Complete	Security Checked	11/30/2024 2:54:22 PM
Completed	Security Checked	11/30/2024 2:54:22 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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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

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

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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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CONTRACT # OFR/210495

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- **Ocala Fire Rescue** will submit a report of the previous month's expenditures no later than the 15th of each month for reimbursement not exceeding \$11,840.49 per month.
- Within five business days of receipt of an approved monthly expenditure report, the **Community Foundation for Ocala/Marion County** will promptly submit reimbursement to **Ocala Fire Rescue, c/o Finance Dept., 201 SE 3rd Ave., Ocala, FL 34471**.

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Signatures

Signed on behalf of the **Community Foundation for Ocala/Marion County**

DocuSigned by:

Lauren Deiorio, Executive Director

11/28/2023

Date

Signed on behalf of **Ocala Fire Rescue**, by and through the **City of Ocala**

DocuSigned by:

James P. Hilty, Sr., City Council President

11/28/2023

Date



CONTRACT # OFR/210495

Approved as to form and legality:

DocuSigned by:

William Sexton

B07DCFC4E86E429...

William E. Sexton, Esq., City Attorney

Attest:

DocuSigned by:

Angel B. Jacobs

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Angel Jacobs, City Clerk

Certificate Of Completion

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Status: Completed

Subject: FOR SIGNATURE - 2023/24 Grant Agreement for Community Paramedicine Program (OFR/210495)

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Document Pages: 2

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Patricia Lewis

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Ocala, FL 34471

plewis@ocalafl.org

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Location: DocuSign

Signer Events

William Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

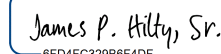
James P. Hilty, Sr.

jhilty@ocalafl.org

President

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signed: 11/28/2023 11:29:45 AM

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Angel B. Jacobs

ajacobs@ocalafl.org

Security Level: Email, Account Authentication
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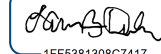
Lauren Deiorio

lauren@ocalafoundation.org

President/Executive Director

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Drawn on Device

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Electronic Record and Signature Disclosure:

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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	11/28/2023 10:52:06 AM
Certified Delivered	Security Checked	11/28/2023 1:51:04 PM
Signing Complete	Security Checked	11/28/2023 1:51:25 PM
Completed	Security Checked	11/28/2023 1:51:25 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.

GRANT AGREEMENT FOR COMMUNITY PARAMEDICINE SERVICES

Agreement entered **September 1, 2022**, by and between the **COMMUNITY FOUNDATION FOR OCALA/MARION COUNTY**, 324 SE 24th Street, Ocala, Florida 34471, and the **CITY OF OCALA**, by and through **Ocala Fire Rescue**, 505 NW Martin Luther King Jr Ave, Ocala, Florida 34475 for the Community Paramedicine Program.

Project Description

The Community Foundation for Ocala/Marion County anticipates that implementation of a community paramedicine program will reduce hospital readmissions, prevent non-emergency ER visits and reduce non-emergency EMS runs by improving access to care for residents in Marion County, Florida. The City of Ocala, by and through Ocala Fire Rescue, entered into a community paramedic program agreement with AdventHealth Ocala. To enhance community health and wellbeing, the **Community Foundation for Ocala/Marion County** has agreed to fund the costs incurred by the City of Ocala.

The annual project funding for the 2022-2023 year will be **\$123,553.00**, allocated to Ocala Fire Rescue as monthly reimbursements paid by the Community Foundation for Ocala/Marion County..

Terms of Agreement

- This agreement is effective for one (1) year from **September 1, 2022** to **August 31, 2023**.
- **Ocala Fire Rescue** will perform community paramedicine services as described in the AdventHealth Ocala Community Paramedic Program Agreement dated July 1, 2021.
- **Ocala Fire Rescue** will submit a report of the previous month's expenditures no later than the 15th of each month for reimbursement not exceeding \$10,296.08 per month.
- Within five business days of receipt of an approved monthly expenditure report, the **Community Foundation for Ocala/Marion County** will promptly submit reimbursement to **Ocala Fire Rescue, c/o Finance Dept., 201 SE 3rd Ave., Ocala, FL 34471**.

Data Access

The Community Foundation for Ocala/Marion County will not have any access to patient information.

Confidentiality

The Community Foundation for Ocala/Marion County will not share any information reviewed or proposals prepared with any other entity. The contents of this agreement, any discussions with the City of Ocala, or any other shared information will be held in the strictest confidence on the part of the **Community Foundation for Ocala/Marion County**.

Signatures

Signed on behalf of the **Community Foundation for Ocala/Marion County**

Lauren Deiorio, Executive Director

Date

Signed on behalf of **Ocala Fire Rescue**, by and through the **City of Ocala**

Ire Bethea, City Council President

Date



CONTRACT # OFR/210495

Approved for form and legality:

_____, City Attorney

Attest:

Angel Jacobs, City Clerk



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0411

Agenda Item #: 10m.

Submitted By: James Haynes

Presentation By: James Haynes

Department: Community Development Services

FORMAL TITLE:

Award of contract to Robinrose Construction, LLC, for a new build of the Taylor residence located at 725 SW Third Street with a total project cost not to exceed \$169,500

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place

PROOF OF PUBLICATION:

Bid released to the Public on October 9, 2025

BACKGROUND:

The City of Ocala provides housing rehabilitation assistance to low-income homeowners. The Consolidated Plan, approved by the Department of Housing and Urban Development (HUD), includes the rehabilitation and reconstruction of owner-occupied housing for income-qualified applicants.

The Taylor residence, located at 725 SW Third Street, was evaluated on August 20, 2021. It was determined to be dilapidated and ineligible for housing rehabilitation assistance. The property owner agreed to be placed on Community Programs' waiting list for the demolition and reconstruction of the structure if funding became available.

FINDINGS AND CONCLUSIONS:

On October 9, 2025, the City issued Invitation to Bid (ITB) No.: CDS/240715A for this new build project. Eight bids were received with the following results:

Bidder Name	Office Location	Total Bid Amount
Robinrose Construction, LLC	Ocala, FL	\$ 169,500.00
Modern Day Construction Services, Inc	Ocala, FL	\$ 170,000.00
Mcan, LLC	Ocala, FL	\$ 180,000.00
Stejack, LLC	Apopka, FL	\$ 198,000.00
Construemax Corp	Orlando, FL	\$ 198,084.00
2W Construction Corp	Ocoee, FL	\$ 213,495.00
Magnificent Development, LLC	Clearwater, FL	\$ 217,000.00
Branam James Construction & Restoration, Inc	Leesburg, FL	\$ 219,537.06

This new build project is for a qualified low-income household with a documented disability. Costs for this project were solicited in accordance with the City's Procurement Policy and grant and program guidelines. Robinrose Construction, LLC, of Ocala, Florida, was found to be the lowest responsive and responsible bidder with a total bid of \$169,500.

The demolition of the Taylor residence was procured under Request for Quotations (RFQ) No. CDS/240715 and awarded to Patriot Contracting of CF, LLC, of Ocala, FL. Upon approval of this agenda item, a Notice to Proceed (NTP) will be issued for the demolition. This project is located in the West Ocala Community Redevelopment Area (CRA).

Staff recommends approval.

FISCAL IMPACT:

Funding in the amount of \$119,500 is available in account 001-050-501-554-55-34010. \$50,000 will be paid from the West Ocala CRA (623-016-560-559-55-82010).

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 NEW CONSTRUCTION OF A SINGLE-FAMILY HOME - SHIP/HOME/CDBG

THIS AGREEMENT FOR NEW CONSTRUCTION OF A SINGLE-FAMILY HOME - SHIP/HOME/CDBG ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), **CHEATARA TAYLOR** ("Owner"), and **ROBINROSE CONSTRUCTION, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 92-1097969) ("Contractor").

RECITALS:

WHEREAS, on October 9, 2025, City issued an Invitation to Bid ("ITB") for the provision of services related to the construction of a single-family home located at 725 SW 3rd Street, Ocala, Florida 34471, ITB No.: CDS/240715A (the "Solicitation"); and

WHEREAS, Eight (8) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Robinrose Construction, LLC, was found to be the lowest; and

WHEREAS, Robinrose Construction, LLC was chosen as the intended awardee for the construction of a single-family home located at 725 SW 3rd Street, Ocala, Florida 34471, (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors, if any, are qualified and possess the required licensure and skill to perform the work required for the Project; and

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

TERMS OF AGREEMENT:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the bid submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
 - A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

Exhibit A:	Scope of Work (A-1 through A-6)
Exhibit B:	Work Write Up (B-1 through B-6)
Exhibit C:	Building Plans (C-1)
Exhibit D:	Boundary Survey (D-1)

Exhibit E: Section 3 Compliance Forms (E-1 through E-7)

- B. 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 E; then (2) Exhibit A; then (3) Exhibit B; then (4) Exhibit C; then (5) Exhibit E.
3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **PROJECT SPECIFICATIONS.** This project will require the Contractor to have the following specifications and documents, which are incorporated by reference:
- A. **City of Ocala Rehabilitation Standards Manual** available at:
<https://www.ocalafl.gov/home/showpublisheddocument/504/637545378827730000>;
 - B. **City of Ocala Metering Enclosure and Equipment Standards** available at:
<https://www.ocalafl.gov/home/showpublisheddocument/328/637632311592430000>;
 - C. **Florida Building Code (Most Recent Edition)** available at:
<https://floridabuilding.gov/c/default.aspx>.
 - D. **Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructures (latest edition)** available at:
<https://www.ocalafl.gov/home/showpublisheddocument/26969/638741677724600000>

In the event of a conflict between the individual Project Specifications regarding the scope of work to be performed, then the specification with the more restrictive provision shall take precedence over the others.

5. **COMPENSATION.** City shall pay Contractor, on behalf of Owner, a maximum limiting amount of **ONE HUNDRED SIXTY-NINE THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$169,500)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. The Contract Sum under this Agreement may only be adjusted by written amendment executed by both parties.
- A. **Monthly Progress Payments:** The compensation amount under this section shall be paid by City, monthly, based upon the percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws.
 - B. **Project Schedule and Progress Reports.** A progress report and updated project schedule must be submitted with each monthly pay request indicating the percentage of services

completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.

- C. **Invoice Submission.** Contractor must invoice at least once a month. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall be provided with a cover sheet for invoicing. This cover sheet must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Community Development Services Department, Attn: Chris Lewis, E-Mail: clewis@ocalafl.gov Address: 201 SE 3rd Street 2nd Floor, Ocala, Florida 34471,**
 - D. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - E. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; (iii) which fails to comply with any term, condition, or other requirement under this Agreement; or for (iv) representations provided in Contractor's billing statements that are wholly or partially inaccurate. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
 - F. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
 - G. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
 - H. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
6. **TIME FOR PERFORMANCE.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

- A. Contractor shall mobilize and commence work no later than **TEN (10)** working days from the date of issuance of a Notice to Proceed for the project by City. **At no time will the Contractor be allowed to lag behind.**
- B. **All work shall be substantially completed by Contractor and ready for final payment in a manner satisfactory to the City Project Manager within THIRTY (120) days of the start date indicated on the Notice to Proceed.**
- C. **Weather Days.** Contractor shall submit a written request to the City Project Manager (email is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period in which the application is submitted and shall be final. Contractor performance and execution of work will be considered in the determination for granting additional days.
- D. **Lead Time.** The maximum acceptable lead time on materials is two (2) weeks. The City shall issue a Notice to Proceed (NTP) upon notification of the receipt of materials by the Contractor.
- E. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **THREE (3)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.
- F. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies, or interference, except as provided in this Agreement.
- G. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.
- 7. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

- A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
8. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
- A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Proposal. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
 - B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
9. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

- (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (2) Contractor provides material that does not meet the specifications of the Agreement;
 - (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
 - (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.
- B. **Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice.
 - (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
 - (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
 - (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.
- D. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

10. **LIQUIDATED DAMAGES FOR LATE COMPLETION.** The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Final Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250)** per day for each calendar day of unexcused delay in achieving Final Completion beyond the date specified for Final Completion in the Contract Documents.
- A. **No Waiver of Rights or Liabilities.** Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.
 - B. **Right to Withhold or Deduct Damages.** When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.
 - C. **Non-Cumulative.** The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Contractor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Contractor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.
 - D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.
 - E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.
11. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.
- A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.

- B. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.
 - C. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.
12. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
13. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
14. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
15. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:
- A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
 - B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
 - C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
 - D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
 - E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

- F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

16. **OWNER'S RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of Owner:

- A. **Cooperation.** Owner shall cooperate with City and Contractor during the performance of the work. Owner hereby designates City as its agent to oversee and approve Contractor's work and to authorize payment to Contractor for approved invoices.
- B. **Access.** Owner shall grant access to the property subject to this Agreement. Owner may continue to occupy the property subject to this Agreement during Contractor's performance of the work unless otherwise agreed to by City, Contractor, and Owner. City shall not be responsible for relocating Owner during the pendency of the work.
- C. **Personal Property and Storage.** Owner agrees to remove any personal property within the project construction area so as to not interfere with the progress of the work. Owner shall ensure Contractor has easy access in and around the project construction area for the operation of equipment required for the performance of the work. Owner will allow for the necessary movement and replacement of rugs, furniture, and/or storage boxes as necessary for Contractor's performance of the work. Owner shall be responsible for procuring at Owner's sole expense any needed external storage. City shall not be liable for damage to Owner's personal property due to Owner's failure to remove said personal property pursuant to this section.
- D. **Pets.** Owner shall secure any and all pets in a location which does not interfere with the performance of the work or the Contractor's ability to fulfill its requirements under this Agreement. All pets shall be the sole responsibility of the Owner at all times hereunder.
- E. **Utilities.** Owner shall furnish and allow the use of electricity and water by Contractor at no additional cost to City or Contractor during Contractor's performance of the work.

- F. **License to Photograph Property.** Owner expressly grants to City the right to photograph or film images of the property subject to this Agreement, including the exterior and interior of the home or other structure, for documentation, education, and publicity purposes provided that such use shall not be for commercial purposes.
 - G. **Color Coordination.** All colors for all materials shall be chosen by Owner at the time of execution of this Agreement from the pre-selected options provided by the Community Development Services Department. This section applies, but is not limited to, color selection for roofing, windows, interior and exterior paint, cabinets, flooring, plumbing fixtures, doors, trim, and appliances.
 - H. **Homeowner's Insurance.** No insurance is provided by City under this contract to cover Owner. City recommends that Owner obtain a homeowner's insurance or other comparable policy that is sufficient and adequate to produce Owner's interests and/or liabilities.
 - I. **Lien on Property.**
 - (1) Owner agrees to occupy and remain in possession of the property subject to this Agreement for a period of not less than **FIVE (5) YEARS** from the date of execution of this Agreement.
 - (2) Owner shall execute a Deferred Mortgage Loan equal to the total cost of rehabilitation set forth in the mortgage documents which names the City of Ocala as the lien holder. In the event that the amount set forth on the original Deferred Mortgage Loan does not represent the final cost of the rehabilitation services performed under this Agreement, Owner agrees to execute an amendment to the Deferred Mortgage Loan to reflect the true total cost of rehabilitation upon City's request.
 - (3) Owner's failure to comply with the provisions set forth herein shall constitute an event of default which may result in the acceleration of the repayment of the mortgage loan balance by Owner.
17. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of Contractor:
- A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - B. Contractor shall have a competent resident job superintendent at the project worksite. Contractor's superintendent shall be the Contractor's primary representative at the project worksite and shall have authority to act on behalf of Contractor. Any and all directives given to the superintendent shall be binding on Contractor.

- C. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
- D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
- E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
- F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
- G. Contractor shall be fully responsible for all acts and omissions of its subcontractors, employees, and other persons or organizations directly or indirectly employed by them.
- H. Contractor shall utilize competent employees during the performance of the work. At the request of City, Contractor shall replace any incompetent, unfaithful, abusive, and/or disorderly person under Contractor's employ. City and Contractor shall each promptly notify the other of any complaints received. Smoking is prohibited at the Project worksite and Contractor shall ensure that its employees, subcontractors, and employees of its subcontractors abide by City's smoking regulations.
- I. All Contractor and subcontractor vehicles shall have their company names located on the sides and all personnel shall be required to wear company attire. Contractor shall coordinate services with the City's Project Manager.
- J. Contractor understands the use and/or possession of alcohol or drugs on a work site is strictly prohibited. This is defined as either coming to the work site under the influence of alcohol/drugs or the use of alcohol/drugs on the work site. Contractor shall inform its subcontractors and employees of this policy. This policy shall be enforced at all times, including lunch, and before and after working hours on the site. Violation of this policy by Contractor, its employees, or its subcontractors shall be grounds for immediate termination of this Agreement by City and/or Owner.
- K. Normal working hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday. Any changes in the work hours must be agreed to by City, Owner, Contractor, and any subcontractors.
- L. Contractor shall not display any signs, posters, or other advertising matter in or on any part of work or around the site thereof without the specific approval in writing by City.
- M. Contractor shall promptly secure all necessary permits, inspections and approvals required and allow all inspections of all work by authorized personnel.

- N. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
18. **RESPONSIBILITIES OF CITY.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of Contractor:
- A. City shall serve as agent for Owner and administer this Agreement for Owner as it is necessary to ensure the satisfactory performance of this Agreement.
 - B. City shall pay Contractor on behalf of Owner for the timely and satisfactory performance of the Work required under this Agreement.
 - C. City will require and enforce Contractor compliance with the terms, conditions, and procedures set forth in this Agreement.
 - D. City shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work**. City has the authority to stop work or to suspend any work for any reason.
19. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
20. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES.** City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.
 - B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.

21. **STORAGE OF MATERIALS/EQUIPMENT.** Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
22. **APPLICABLE FEDERAL PROVISIONS.**
- A. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - B. **Equal Employment Opportunity.** Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - C. **Copeland Anti-Kickback Act.** Contractor shall comply with the provisions with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
 - D. **Compliance in the Provision of Training, Employment, and Business Opportunities.** The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development (the "Department") and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. The parties to this Agreement shall comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
23. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of the contract a policy of Commercial Auto Liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage arising out of Contractor's operations and covering all owned, leased, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
24. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:

- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
25. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
- A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
 - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
26. **ADDITIONAL INSURANCE REQUIREMENTS.**
- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
 - B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, or co-insurance penalty to include any loss not covered because of the operation of such deductible, co-insurance penalty, or coverage exclusion or limitation.
 - C. **Certificates of Insurance.** No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly

required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

- D. **City as an Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
 - E. **Notice of Cancellation of Insurance.** Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
 - F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
 - G. **Severability of Interests.** Contractor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
27. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- A. All employees on the work and other persons that may be affected thereby;
- B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

28. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

- A. In addition to the requirements set forth in the Solicitation, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
- B. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

29. **WORK SITE AND CLEANUP.** Contractor shall confine construction equipment, stored materials, and the operations of workers to only those areas prescribed by City. Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

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

other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

31. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
32. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
33. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
34. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
35. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

36. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
37. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

38. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
39. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
40. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
41. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
42. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
43. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
44. **INDEMNITY.** Contractor and Owner shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers

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

45. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
46. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Robinrose Construction, LLC
Attention: Loretta Jackson
129 Juniper Trail
Ocala, Florida 34480
Phone: 352-361-2791
E-mail: robinroseconstructionllc@yahoo.com

If to City of Ocala as Agent
for Owner:

Daphne 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: cityattorney@ocalafl.gov

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

bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

48. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM ,OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
49. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
50. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
51. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.
52. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

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

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



CONTRACT# CDS/240715A

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

By: _____
(Printed Name of Signatory)

City Council President

Date: _____

**Reviewed and Approved by Community
Development Services Department:**

ROBINROSE CONSTRUCTION, LLC

James Haynes, Director
Community Development Services

(Authorized Signatory)

Approved as to form and legality:

By: _____
(Printed Name of Signatory)

Title: _____
(Title of Authorized Signatory)

William E. Sexton, Esq.
City Attorney

Date: _____



CONTRACT# CDS/240715A

Witnesses for Property/Homeowner

PROPERTY/HOMEOWNER

Signature:

(Signature of First Witness)

(Signature of Property/Homeowner)

(Printed Name of First Witness)

(Printed Name of Homeowner)

(Signature of Second Witness)

Date:

(Printed Name of Second Witness)

BACKGROUND

1. Contractor shall construct a single-family residential home located at **725 SW 3rd St, Ocala, FL 34471-1559**. Contractor shall provide all labor, materials, and equipment necessary to perform these services.
2. All work shall be completed as outlined in **Exhibit A – Scope of Work, Exhibit B – Work Write-up, and Exhibit C – Building Plans**, and in strict accordance with the Current Florida Building Code. If any exhibits are ever in conflict with the Current Florida Building Code, the Building Code shall prevail. The City shall provide a copy of the digital plans, with the engineer's seal, to the Contractor.
3. All work shall be coordinated with the City Project Manager, Chris Lewis, 352-629-8333 or 352-425-7686, clewis@ocalafl.gov.

PERMIT AND SPECIFICATION REQUIREMENTS

1. **Permits Required:** Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
 - Building
 - Plumbing
 - Electrical
 - Mechanical
2. No work shall commence, nor will any permits be issued, until this Agreement has been approved and signed by all applicable parties.
3. **Permit Fee Schedule:** For information regarding permitting fees, please visit the following link: <https://www.ocalafl.org/home/showpublisheddocument/490/637545367420930000>
4. **Specifications:** All work shall be performed in compliance with the rehabilitation specifications and guidelines outlined in the Florida Building Code: <https://floridabuilding.org/c/default.aspx>
5. **Work Summaries and Reports:**
 - a. Exhibit A – Scope of Work
 - b. Exhibit B – Work Write-Up
 - c. Exhibit C – Building Plans
 - d. Exhibit D – Boundary Survey

ANTICIPATED TASKS

Anticipated Tasks: The Contractor shall perform the services in **Exhibit A – Scope of Work, Exhibit B - Work Write-Up, and Exhibit C – Building Plans** for the City. This list is not an attempt to exclusively define those specific activities the Contractor will perform.

PROJECT SUMMARY

1. This work includes but is not limited to the following:
 - Foundation
 - Plate Height

- Exterior Wall Construction
- Roof Pitch
- Roof Sheathing
- Roof Dry-in
- Eve Drip
- Shingles
- Shingle Color
- Vent Penetrations
- Fascia/Soffit
- Interior Studs
- Insulation
- Exterior Wall Finish
- Front Entry Ceiling
- Windows
- Entry Doors (Exterior Rated)
- Interior Doors
- Interior Trim
- Ceiling/Walls
- Electrical Service
- Meter Enclosure
- Smoke/CO Detectors
- Light/Fan Switches/Receptacles
- Lighting (Interior & Exterior)
- Ceiling Fan/LED Light Units
- Water and Sewer Connections
- Plumbing
- Kitchen
- Bathrooms
- Cabinets
- Closet Shelving
- Mechanical
- Flooring
- Bath Wall Tile
- Appliances
- Paint
- Concrete Driveway
- Sidewalk/ADA Ramps
- Landscaping

- House Numbers
- Mailbox
- Elevations

CONTRACTOR RESPONSIBILITIES

1. Contractor shall complete all work performed under this contract following policies and procedures of the City of Ocala and all applicable State of Florida and Federal laws, policies, procedures, codes, and guidelines.
2. Contractor is responsible for purchasing the permits and ensuring that their sub-contractors purchase their required permits.
3. Contractor shall have the required permits (i.e.: building permit, plumbing permit, electrical permit, and mechanical permit) and other related documents properly displayed at the Project work site from the time work commences until all inspections have been properly approved and the Certificate of Occupancy has been given for the Project by the City's Growth Management, Building Division.
 - A. All electrical, plumbing, mechanical, and structural inspections shall be made by the City of Ocala Growth Management Department.
 - i. The Contractor is required to notify the Growth Management Department, (352) 629-8421 for each of the required inspections.
 - ii. When calling for an inspection, Contractor will need the address, property owner's name, Contractor's name (on plumbing and electrical inspections, the plumber or electrician is the contractor), and the permit number.
 - iii. The City Project Manager shall sign each request for payment form as approved.
 - iv. When an inspection is called into the Growth Management Department before 9:00 AM, the inspections will be made by noon. All inspections called before 2:00 PM will be made by 5:00 PM.
 - v. The City of Ocala Growth Management Department makes "same day" inspections.
4. Contractor shall have sufficient equipment to complete the work. The City will not pay for rental of additional equipment, purchases of equipment, etc.
5. Construction shall comply with all requirements and instructions of applicable manufacturers.
6. Contractor shall obtain and pay for any licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this Agreement.
7. Work shall be completed immediately.
8. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
9. Contractor is responsible for all wages, taxes, and workers' compensation of all employees.
10. Contractors are responsible for any damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed during the performance of services under this Agreement, 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.

11. Contractor is responsible for producing the site plan. A hand-drawn site plan is acceptable. Contractor shall meet with the City Project Manager before submitting an approved site plan.
12. Foundation surveys will not be required. It shall be the Contractor's responsibility to ensure that the building is in the correct location according to the approved site plan.
13. **Please Note:** The construction documents submitted with the permit application shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades, and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn following an accurate boundary line survey. FBC 107.2.6

CONSTRUCTION WORK AREAS, SITE HOUSEKEEPING AND CLEANUP

1. Contractor shall provide on-site sanitary facilities as required by governing agencies.
2. **Waste/Debris:** Contractor shall keep the premises free at all times from the accumulation of waste materials and rubbish caused by operations and employees. Contractor shall provide approved containers for the collection and disposal of waste materials, debris, and rubbish. Contractor shall legally dispose of debris. At least once weekly, Contractor shall dispose of such waste materials, debris, and rubbish off-site.
3. Contractor shall supply an appropriately sized construction skip for demolition/construction debris.
4. **Cleanup:** Contractor shall conduct periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonably neat condition. The work site shall be completely cleaned after each day of work.
5. **Final Cleaning:** Upon completion of work, Contractor shall clean the entire work area/project site as applicable.
 - A. Contractor shall leave the work and adjacent areas affected in a clean condition satisfactory to the City Project Manager.
 - B. The Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore acceptably all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*
 - C. Contractor shall broom clean exterior paved driveways and hose clean sidewalks and concrete exposed surfaces if impacted by work or included in the work area.
 - D. All furnishings and equipment shall be placed back in their original locations.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor shall utilize competent employees in performing the work. Employees performing the work shall be properly licensed or qualified as required by this Agreement.

2. Contractor shall provide a valid telephone number, email, and address to the City Project Manager. The phone shall be answered during normal working hours, or voicemail shall be available to take a message.
3. At the request of the City, the Contractor shall replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor shall each be promptly notified by the other of any complaints received.
4. Contractor's employees shall wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meet Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
5. Contractor shall operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor, employees, and sub-contractors shall be courteous to the public at all times while at the work site.
8. Contractor shall possess and maintain sufficient equipment to complete the work described herein. Contractor's equipment shall be in good repair, and Contractor shall have a qualified operator to maintain the care of the equipment. All operators shall be trained in the proper use and care of equipment. A list of equipment shall be provided to the City upon request.
9. All company trucks shall display a visible logo on the outside.
10. All employees shall wear a shirt with the company logo and/or a badge with picture ID, company name and employee name at all times.

SUB-CONTRACTORS

1. Contractor shall not assign, sublet, or transfer any of the rights and/or duties under the terms of any subsequently issued agreement without written approval of the City.
2. Contractor shall perform a minimum of **30%** of the work with their forces.

SAFETY

1. Contractor is solely responsible for ensuring safety during construction and for conformance to all applicable OSHA standards; and local, state, and national codes concerning safety provisions for their employees, sub-Contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
3. Contractor shall be responsible for securing their equipment, materials, clothing, and other property.
4. Before final completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

5. The Contractor will exercise every necessary precaution for the safety of the property and the protection of any persons and/or property located adjacent to or making passage through said property. All claims and repairs shall be made promptly by the Contractor (within 48 hours).
6. In no event shall the City be responsible for any damage to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed, or stolen.

PROJECT CLOSEOUT

1. At project closeout and before final payment, Contractor shall submit to the homeowner a 3-ring binder to include:
 - A. Prime contractor's information with w/warranty
 - B. Sub-contractor information
 - C. Registered roof warranty and claim information
 - D. All owner manuals/instructions
 - E. All other warranty information
 - F. Color choices (**all color/product choices and/or changes to previously agreed-upon choices shall be done in writing**).

This work includes, but is not limited to, the following:

- **Foundation**-Slab height shall be a minimum 1' above base flood elevation. Contractor shall submit certificate verifying slab height.
- **Plate Height** – Eight feet (8') - Typical
- **Exterior Wall Construction** – CMU/stucco
- **Roof Pitch** – 5/12
- **Roof Sheathing** – ½" CDX or OSB
- **Roof Dry-In** – Code Compliant water/moisture barrier– 100% of Roof
- **Eve Drip** – 2" Aluminum drip-edge, Color shall be selected by Owner after full execution of this Agreement.
- **Shingles** – 30 year architectural, 130 m.p.h. rated (or better) Contractor shall provide written warranty, brand, model and color to Owner and City Project Manager following installation.
- **Shingle Color** – shall be selected by Owner after full execution of this Agreement.
- **Vent Penetrations** - 4"-6" bath vent boots (2 – sized per fan requirement), 8-10" range hood vent boot (1), ridge vent shall be "shingle over" ("cobra vent") style. Boots/vents shall be color matched to shingles.
- **Fascia / Soffit** – Aluminum, woodgrain fascia and vented aluminum soffit, typical. Color shall be selected by owner after full execution of this Agreement.
- **Interior Studs** – Wood / #2 spruce-stud spacing 2x4@16" o.c.
- **Insulation** – R-30 fiberglass batt in attic (min.), R-13-15 Fiberglass batt in exterior walls or ¾" R-MAX (masonry) equal/better
- **Exterior Wall Finish** – Fiber cement siding/paint(frame), Stucco/paint(masonry)
- **Front Entry Ceiling**- Exterior drywall w/knockdown texture
- **Windows** – Single hung, Colonial, white vinyl, Low-E, argon filled, with grids in the glass and screens, Energy Star Certified for Florida.
- **Entry Doors (Exterior Rated)** – Steel or fiberglass on rot-proof jams with rot proof exterior trim and stainless-steel security hinges, with door stops, ADA COMPLIANT THRESHOLD, typical
 - Front Entry – inswing – 3'-0" x 6'-8", 6-panel (or similar design) fiberglass or steel with fan Lite, Peephole Viewer, Model DS238, or equivalent and with Kwikset SmartKey Lever-style ADA Keyed-Entry lockset and matching deadbolt in Brushed Nickel or Oil Rubbed Bronze finish.

- Rear Entry - inswing – 3'-0" x 6'-8", 6-panel (or similar design) fiberglass with ½-light with up/down/tilt blinds in the glass with Kwikset SmartKey Lever-style ADA Keyed-Entry lockset and matching deadbolt in Brushed Nickel or Oil Rubbed Bronze finish.
- Storm Door – On front entry, install a full-light storm door with retractable window and screen. Use Larson Model # 14604032 OR substantially similar with all necessary hardware, matching front entry door hardware and color.
- **Interior Doors** – Colonial style, 6 panel wood grain, hollow-core, pre-hung with Kwikset, ADA - lever style hardware. Privacy locks shall be installed for bedrooms and bathrooms and passage into other rooms, in Brushed Nickel or Oil Rubbed Bronze to match entry doors and 2-1/4" Colonial casing, typical. All sizes per plan.
- **Interior Trim** – All interior trim styles to match. Colonial style finger-jointed, casing 2-1/4", base 3-1/4"
- **Ceiling/walls** – 1/2" gypsum lightweight ceiling board w/ knock down texture.
- **Electric Service** – Overhead, 200 AMP main minimum
- **Meter Enclosure** – Per NEC and OEU "Metering Enclosure and Equipment Standards"
- **Smoke/CO Detectors** – Smoke detectors must be hard-wired and interconnected with non-serviceable 10-year battery back-ups.
- **Light / Fan Switches/Receptacles** – Toggle style typical (white)
- **Doorbell**-Standard builder grade
- **Lighting** -ALL light fixtures and ceiling fans shall be ENERGY Star Certified, (4000K +/- unless otherwise specified)
 - **Exterior** – Provide LED motion security floodlights on each corner of the home. Front and rear shall be switched separately.
 - **Entry Doors** – Standard bracket mount fixtures with LED changeable type bulbs
 - **Recessed Exterior Fixtures** – Shall be "wet location" approved, LED with white trim.
 - **Interior** –
 - **Kitchen** – Recessed can fixtures shall be LED Energy Star Certified
 - **Kitchen / Dining Area** – LED Energy Star Certified area light suited for the location and service needed.
 - **Bathroom(s)** – shall have three (3) bulb tulip-style, LED fixtures or with changeable LED bulbs.
- **Ceiling Fan/LED Light Units** – 44-inch to 52-inch in bedrooms, 52-inch in living/family room and bedrooms
 - All fans shall have reverse air-flow option, minimum 3000 CFM capable air movement.

- All fans- Owner shall choose color
- All ceiling fan/lights shall have changeable-type LED Bulbs/fixtures.
- **Water and Sewer Connections** - Provide and install completely new connections to City of Ocala Water and Sewer connections.
- **Plumbing** – ¼-turn Stops - typical (kitchen sink, refrigerator/ice maker, dishwasher, bathroom vanities, toilets, laundry supplies and hose bibs)
 - **Kitchen:** Double basin stainless steel (33" X 22" X 8" deep)
 - Delta Classic Stainless 1-handle, high-arc faucet with separate pull-out sprayer
 - **Bathroom(s):** Delta Classic tub and/or shower valve w/ integrated stops
 - Delta Classic Chrome, single lever shower trim
 - Delta In2ition chrome shower head, mounter at 80" to 84" A.F.F. – typical with slide bar
 - (Model #75588 OR equal)
 - Delta Classic Chrome, Single lever Vanity Faucet – typical
 - Each tub/shower area to have recessed soap/shampoo niche shelves in each. Owner shall choose locations.
 - White, American Standard Cadet Series, 2-piece, ADA/Comfort/Right Height, "WaterSense Certified," 1.28 GPF, Elongated Toilets w/ seat and lid– typical both bathrooms
 - ADA grab bars w/ escutcheons (3) in all showers, tub/shower combos – 1 large 36"- 42" on back wall and 1 (each) 12"- 18" left and right sidewalls, vertical. Install adequate wood backing in Owner approved locations - typical
 - Install recessed, 3-shelf, mirrored medicine cabinets to the left or right of the vanity sink.
 - Install the wall mirror, centered above each vanity sink.
 - Install towel bars in tub/shower area(s), and on the wall of the bathroom(s)
 - Install toilet paper dispensers in most logical locations to service the commode in each bathroom
 - Install towel hook or ring next to the vanity sinks in most logical location(s)
- **Cabinets – All Cabinets shall be solid wood/plywood construction, w/pulls, handles or knobs as appropriate.**
 - Kitchen

- Lower cabinet units per plan, door and drawers, standard height. Cabinets shall contain 1 drawer stack.
- Upper cabinet units 30" +/- per plan w/matching box covering exhaust duct.
- Formica-type counter tops with integrated 4" backsplash per plans – typical(minimum)
- Bathroom(s)
 - Master 36" counter height with solid surface top and 18" oval or integrated vanity sink
 - Guest 36" counter height with solid surface top and 18" oval or integrated vanity sink
- **Closet Shelving** – ClosetMaid shelf type wire shelving typical in closets
 - All bedroom closets and above washer and dryer area ClosetMaid Shelf and Rod type
 - ClosetMaid pantry/close mesh type wire shelving typical in pantry/laundry/linen
- **Mechanical** – Split air source heat pump – minimum system requirements per current Florida Building Codes, - Mechanical and FBC, Energy Conservation Code Requirements
 - Illuminated, digital thermostat required, matched/compatible with HVAC system.
 - 16 SEER/SEER2 minimum rating
 - Secondary "wet-switch" in condensate line required.
 - AHRI Certificate and energy calculations and Manual D & J required. Contractor shall provide additional copies to City Project Manager.
 - In each bathroom – Provide and install "Delta Breez Green Builder," Model 80HLED (OR equivalent) bathroom exhaust fans with 4-inch semi-rigid aluminum duct to roof penetration. Fans shall be run on dedicated GFCI circuit with the LED light on a separate switch.
 - In Kitchen – Provide and install ridged metal duct for microwave/range hood ventilation through the roof to exterior.
 - In laundry install Dryerbox® type venting.
- **Flooring** – Waterproof vinyl plank flooring throughout. Owner shall select color from Contractor provided selections after full execution of this Agreement. Lighter colors are suggested.
 - Bathroom floors – waterproof vinyl plank flooring
 - Roll-in shower shall be porcelain or ceramic tile.
- **Bath Wall Tile** - Ceramic to the ceiling with bullnose trim floor to ceiling.
- **Appliances** – All appliances (Frigidaire equal or better) shall be Energy Star Certified (except range and microwave)

- **Appliances shall be black, white, or stainless**
 - Refrigerator/freezer, 20 c.f. or larger
 - 30-inch smooth-top, freestanding electric range with self cleaning oven
 - Dishwasher, top controls, provide all necessary power cords, drain, and supply hoses.
 - 30-inch, over-the-range microwave oven/vent hood, with exterior ventilation.
 - Range, refrigerator, dishwasher and microwave MUST be same brand/matching model line and finish color
- **Paint – All primer(s) shall be Sherwin Williams Multi-Purpose Interior/Exterior Latex Primer, equal or better. All interior paint shall be Sherwin Williams ProMar 200, low/no VOC OR equal or better. All exterior paint shall be Sherwin Williams SuperPaint equal or better. Paint shall be applied with enough coats, free of trash and debris, in a uniform film, to cover, mask or obscure the substrate to which it is applied, or the colors underneath. Contractor shall provide enough coats for complete and even coverage without bleeding. All paintable surfaces shall be primed and painted.**
 - Interior
 - Ceilings shall be flat white ceiling paint
 - Wet/damp areas shall be semi-gloss finish
 - All other areas shall be satin finish
 - All trim shall be gloss finish
 - Exterior
 - Ceilings (if paintable) shall be exterior rated, flat white ceiling paint
 - Walls shall be satin
 - All trim shall be gloss finish
- **Concrete Driveway** - Provide and install a new concrete driveway and apron, location to be determined. Approximate allowance of 750 square feet at 4" thick.
- **Sidewalk/ADA Ramps** – Provide a concrete ramp/walk from home to driveway, location to be determined. Shall not exceed 1:12 slope
- **Landscaping** – Provide a minimum of 6500 square feet of sod, Argentine Bahia, around home (to include right of way) after final grade. Sod shall be tightly laid and rolled. Any dead sod shall be replaced. Remainder of lot shall be seeded (Argentine Bahia seed), protected with hay, and watered until accepted. Standard USPS mailbox, black, on 4x4 pt post with house numbers on the side. For lots smaller than 6500 square ft, the entire lot shall be sodded.
- **House Numbers**-Code approved. Shall not be peel and stick type. In an approved location.

- **Elevations**-Finished floor elevation shall be minimum 1' above the highest spot in the road in front of the home. For flood zones, the elevation shall be minimum 1' above base flood elevation. Contractor shall include a survey of the finished floor elevation, proposed spot elevations and flow arrows in the site plan to indicate the direction of drainage flow. A final plot plan with finished floor elevation, spot elevations and flow arrows must be submitted to stormwater division before a Certificate of Occupancy is issued. Finished floor elevation should also show in relation to the crown of the road.

**Building Plans for this Project, titled “Single Story Family Home for Taylor Residence”
can be viewed and/or copied at 201 SE 3rd Street, 2nd Floor, Ocala, FL 34471**

**The Boundary Survey for this Project can be viewed and/or copied at:
1805 NE 30th Avenue, Bldg. 700A, Ocala, Florida 34470.**

-COMPLIANCE FORMS PACKAGE-

SECTION 3 NEW RULE

24 CFR Part 75

On November 30, 2020, HUD put into effect a New and Final Section 3 Rule for all recipients. This rule is drastically different from the old rule and therefore, we want everyone to know these requirements and plan accordingly.

✱ New Requirements Summary	15
✱ Monthly Reporting Instructions	16
✱ Section 3 Business Self-Certification Forms	17
✱ Section 3 Individual Self-Certification Forms	18
✱ Hours Worked Reporting Form	19
✱ Acknowledgment Form	20

Note: Page numbers are a continuation of the full Policy Package. If you are receiving just this Compliance Forms Package with or in relationship to your contract work, do not be alarmed if the full Policy is not included. As a part of the full document, it is important to maintain the alignment.

The full Policy is located on the web at: www.ocalafl.gov/government/community-development-services

City of Ocala Per Funded Project "Section 3 Benchmarks" Requirement Summary

- * Twenty (20) percent or more of the total number of labor hours worked by all workers employed with Housing & Community. Development financial assistance projects are Section 3 workers; and
- * Five (5) percent or more of the total number of labor hours worked by all workers employed with Housing & Community. Development financial assistance projects are Section 3 workers;
- * There are No specific hiring or contracting goals or requirements under this new rule.
- * There is No Section 3 Business Preference under the new rule and no points awarded for being a Section 3 Business.
- * The rule requires that all persons and businesses being hired or contracted must be fully qualified to perform the work.

The two new categories of Section 3 are now referred to as:

- * Section 3 Worker - Any low or very low-income persons residing in the housing authority MSA
- * Targeted Section 3 Worker - Public Housing, Voucher Holder, YouthBuild participant

Contractors will provide these three (3) data sets to the City of Ocala within 45 days of the month after the hours have been worked by EVERY person that worked directly on the contract. No back-office staff hours are counted:

- * Total Hours Worked by all workers
- * Total Hours Worked by Section 3 Workers (Individual Self-Certification Form Required)
- * Total Hours worked by Targeted Section 3 Workers (Individual Self-Certification Form Required)

There are new definitions of how to be a Section 3 Business Concern:

- * It is at least 51 percent owned by low- or very low-income persons; with businesses at least 6 months old
- * Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or (Based on the prior 90 days of full business payrolls)
- * It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing, with businesses at least 6 months old

MONTHLY REPORTING INSTRUCTIONS

STEP ONE

Enter your company name and the name of the contract or task you are performing in the appropriate lines at the top of the form.

STEP TWO

Determine which workers qualify as Section 3 by having each complete a Section 3 Individual Low- Income Person Self-Certification Form. This form is submitted once per Section 3 employee or those that believe they meet the definition of a Section 3 employee.

The form is to be completed by the individual and stress to the employee that the form is Voluntary:

1. Complete contact info section
2. Check the box that describes your situation
3. Sign and date the form
4. Complete the employer information
5. Return to your employer

STEP THREE

After determining which workers are Section 3, determine their classification based on what they check in the box on the form as **Non-Targeted** or **Targeted**:

Non-Targeted are those Section 3 qualified workers who are low-income and reside in the MSA.

Targeted are those Section 3 qualified workers who are current YouthBuild participants

STEP FOUR

Enter the monthly dates of reporting on the first line, then proceed as follows:

1. Enter total hours worked by ALL contract or project level staff with exceptions as noted above*
2. Enter total hours worked by all Section 3 staff **Non-Targeted**
3. Enter total hours worked by all Section 3 staff **Targeted**

List **ONLY** the individual names of the workers who have self-certified as Section 3 (**Non-Targeted** and **Targeted**) along with their total hours for this months report only.

Submit the Section 3 Hours Worked Reporting Form on a monthly basis to the contact person noted on your reporting form below.

SECTION 3 BUSINESS

Voluntary Self-Certification Form

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 Business Certification requirements. To count as a Section 3 Business your company/firm must meet one of the listed categories below. Each category will require additional documentation to support the election. You must provide that supporting documentation with this form properly completed to be confirmed as a Section 3 business. If this form is submitted without the required supplemental data, your certification will not be processed.

CATEGORY	DOCUMENTATION REQUIRED	YOUR ELECTION
a business at least 51 percent owned by low- or very low-income persons;	Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low- and very low-income owners	←
Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self-Certification for all low- and very low-income workers you list	
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Individual Self-Certification form for all public housing and/or Section 8 owners	

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

Full Name: _____

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____



Signature: _____

Date: _____

SECTION 3 INDIVIDUAL LOW-INCOME PERSON

Voluntary Self-Certification Form

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 self-certification income requirements. To count as a Section 3 individual, any legal resident of the United States annual income must not exceed the HUD income limits for the year before they were hired, or, the individual's current year income annualized for the year they are being confirmed as low-income.

Print Name _____

Phone _____

Email _____

Address _____

City _____

County _____

State _____

Zip _____

To qualify as a Section 3 Person, you must meet one of the standards in the brackets below and your individual annual income must not exceed the number in the box below.

Check only one box below that describes your situation:

☐ I am a low or very low-income person residing in the service area within a one mile radius of the project site

☐ My employer will certify that I am employed by a Section 3 business

☐ I am a current YouthBuild participant

☒ My Individual 2024 Income Did Not Exceed \$40,560

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my total income is as shown above, and that proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual.

Signature: _____

Date: _____

SECTION 3

Required Hours Worked Reporting Form

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 tracking of hours worked by all person's employed by _____ (company name) on the _____ contract including those meeting the Section 3 income requirements as low- or very low-income.

Section 3 Employees are now defined to as:

Section 3 Workers - Any low or very low-income persons residing within the project area, defined as a one-mile radius from the project center where a 5,000 person population is achieved.

Targeted Section 3 Workers - Current YouthBuild participants (If a program is active in the area)

If your company employs any person you believe is low income now or was when they were hired within the past five years, please have them complete the SECTION 3 INDIVIDUAL LOW-INCOME PERSON SELF-CERTIFICATION FORM" and return it immediately.

All hours worked by everyone on the project must be reported monthly to:

James Haynes, Director, Community Development Services

City of Ocala

(O) 352-629-8312

jhaynes@ocalafl.org

Total Hours Worked by non-Section 3 staff

Total hours worked by all **Non-targeted** Section 3 employees

Total hours worked by all **Targeted** Section 3 employee

Please list the names and hours worked by each Section 3 Worker individually below or on a separate sheet.

First Name	Last Name	Total Hours This Period

Are You Attaching any New Contractor or Resident Self-Certification Forms to this month's report? ☐ Yes or ☐ No

City of Ocala

Section 3 New Rule Contractor Acknowledgement
(Return this form with your Bid/Quote/Response)

Company Name: _____

Contract or Project Name: _____

Trade Work/Classification: _____

I hereby certify to the US Department of Housing and Urban Development (HUD) that I have read all of the information in this policy package and agree to follow the requirements for complying with the order of prioritization in 75.19 and reporting of all labor hours associated with my contract as required. I further understand that failure to comply with these requirements will cause my payments to be held and not processed or not released until I come into full compliance with this policy.

Monthly, I will be required to provide these data points for all contract staff working directly on the contract not including any back-office staff:

- ☐ Total Hours Worked by all employees (Section 3 and regular employees)
- ☐ Total Hours Worked by All **Non-Targeted Section 3 employees** (Low-Income persons residing within a one-mile radius of the project site)
- ☐ Total Hours Worked by All **Targeted Section 3 employees** are YouthBuild participants only

You are required to enter the names and hours worked by each Section 3 employee individually.

Signature: _____ Print: _____ Date: _____

SINGLE STORY FAMILY HOME FOR:
TAYLOR RESIDENCE

725 SOUTHWEST 3RD STREET,
OCALA, FL 34471-1559

CODE REFERENCE

APPLICABLE CODES:
FLORIDA BUILDING CODE 2023 8th EDITION
(BUILDING, PLUMBING, FUEL & GAS, MECHANICAL & ACCESSIBILITY VOLUMES)
NEC 2020 NATIONAL ELECTRICAL CODE
FPPC 2023 8th EDITION
ASCE 7-22 EDITION

OCCUPANCY (FBC CHAPTER 3):
RESIDENTIAL - GROUP R3
TYPE OF CONSTRUCTION (FBC CHAPTER 6): TYPE VB (UNPROTECTED & UNSPRINKLERED)
GENERAL BUILDING LIMITATIONS (FBC TABLE 504.3*, 504.4* & 506.2*):

GROUP R3	TYPE IIIb - UNPROTECTED & UNSPRINKLERED	PROVIDED UNDER 20' 0"
MAX HEIGHT	15' 0"	1
MAX STOREYS	2	1
MAX AREA	UNLIMITED	5,311 SF (TOTAL A/C) 7,234 SF (TOTAL NON A/C) 1,707 SF TOTAL

FIRE-RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS-TABLE 601	
BUILDING ELEMENT	TYPE VII
STRUCTURAL FRAME INCLUDING COLUMNS, GIRDERS, TRUSSES	0
BEARING WALLS EXTERIOR	0
NON-BEARING WALLS AND PARTITIONS EXTERIOR	0
NON-BEARING WALLS AND PARTITIONS INTERIOR	0
FLOOR CONSTRUCTION INCLUDING SUPPORTING BEAMS AND JOISTS	0
FLOOR CONSTRUCTION INCLUDING SUPPORTING BEAMS AND JOISTS	0

BUILDING DATA

A NEW RESIDENCE FOR CHEATARA TAYLOR, CONSTRUCTION SHALL CONSIST OF CMU BLOCK WALLS, PRE-ENGINEERED WOOD ROOF TRUSSES, WOOD STUDS, COMPLETE MECHANICAL, ELECTRICAL & PLUMBING SHALL BE INSTALLED IN THIS NEW RESIDENCE. BUILDING LOCATION IS 725 SW 3RD ST, OCALA, FLORIDA.

PERMIT DOCUMENTS BY OTHERS

1) FINAL ELECTRICAL ENGINEERING DOCUMENTS ARE TO BE PREPARED BY A FLORIDA LICENSED MASTER ELECTRICIAN SUBCONTRACTOR AND SUBMITTED WITH THESE DOCUMENTS FOR PERMITTING. ELECTRICAL SUBCONTRACTOR SHALL CONFIRM LOADS OF EQUIPMENT, FIXTURES, RECEPTACLES, AND APPLIANCES WITH BOTH GENERAL CONTRACTOR AND MECHANICAL SUB CONTRACTOR PRIOR TO CONSTRUCTION.

2) THE MECHANICAL CONTRACTOR IS RESPONSIBLE FOR FINAL ENGINEERING DESIGN OF THE MECHANICAL SYSTEMS, GAS PIPING (IF APPLICABLE), ALL MANUALS 'T', 'D', & 'N' AS REQUIRED, AND FLORIDA ENERGY CODE COMPLIANCE FORMS. FINAL MECHANICAL ENGINEERING DOCUMENTS AND ENERGY CODE CALCULATIONS ARE TO BE SUBMITTED FOR PERMITTING WITH THESE DOCUMENTS. MECHANICAL CONTRACTOR MUST ALSO TEST AND BALANCE HVAC SYSTEM FOR PROPER OPERATION PRIOR TO OWNER ACCEPTANCE.

3) COMPONENT AND CLADDING - GENERAL CONTRACTOR SHALL PROVIDE ALL REQUIRED FLORIDA PRODUCT APPROVAL NUMBERS FOR ALL RELATED - MANUFACTURERS OF DOORS, WINDOWS, AND OTHER PROJECT RELATED CLADDING COMPONENTS. PROVIDE STANDARD SIGN AND SEALED ENGINEERING CERTIFICATION FOR PRODUCT INSTALLATIONS TO MEET IMPOSED AND WIND LOADS NOTED ON THE COVER SHEET.

4) GENERAL CONTRACTOR SHALL SUBMIT 2 COPIES MINIMUM OF THE FINAL TRUSS ENGINEERING DOCUMENTS WITH CALCULATIONS AND TRUSS FRAMING PLANS TO THE PERMITTING AUTHORITY. PROVIDE THE ARCHITECT WITH 2 COPIES OF DOCUMENTS FOR THE REVIEW PRIOR TO FABRICATION.

5) PLUMBING FIXTURES, FAUCETS, LIGHTING FIXTURES, SHALL BE SELECTED BY OWNER WITHIN CONTRACT ALLOWANCE.

STRUCTURAL DESIGN DATA:

WIND DESIGN DATA

BASIC WINDSPEED: 140 MPH (FBC SECTION 1609)

WIND IMPORTANCE FACTOR: I (RISK CATEGORY FBC TABLE 1604.5)

WIND EXPOSURE: B (FBC 1604.5)

APPLICABLE INTERNAL PRESSURE COEFFICIENT: 1.00 FOR ENCLOSED STRUCTURES WITH MEAN ROOF HEIGHT OF 30

COMPONENT & CLADDING DESIGN PRESSURE LOADS* SUPPLIERS / MANUFACTURERS OF ALL CLADDING AND COMPONENTS (INCLUDING, BUT NOT LIMITED TO: SIDING, ROOFING, DOORS, WINDOWS, AWNINGS, ETC.) WILL SUBMIT REPORTS & DATA SIGNED AND SEALED BY A LICENSED STRUCTURAL ENGINEER IN THE STATE OF FLORIDA DOCUMENTING COMPLIANCE WITH THIS PROVISION OF THE FLORIDA BUILDING CODE 2023, 8th EDITION

INDEX OF DRAWINGS

GENERAL CONDITIONS

A000 COVER, PROJECT INFORMATION

SITE PLAN

A100 ARCHITECTURAL SITE PLAN

FOUNDATION PLANS

A101 FOUNDATION PLAN

ARCHITECTURAL PLANS

A201 PROPOSED FLOOR PLAN

EXTERIOR ELEVATIONS

A301 EXTERIOR ELEVATIONS

ROOF PLAN

A401 ROOF PLAN

WALL SECTIONS

A501 STANDARD DETAILS

SCHEDULES

A601 WINDOW, DOOR SCHEDULES

ELECTRICAL PLANS

E101 LIGHTING & POWER PLAN



Digitally signed by Joseph A. Rispoli

JOSEPH A. RISPOLI AND ASSOCIATES ARCHITECTURE, Inc.
185099C918B00087331,
c=Joseph A. Rispoli
Date: 2025 04 09 07:54:13 -0400

DIGITAL SIGNATURE
JOSEPH A. RISPOLI, AIA
ARCHITECT, FL LIC# 9461-A955439

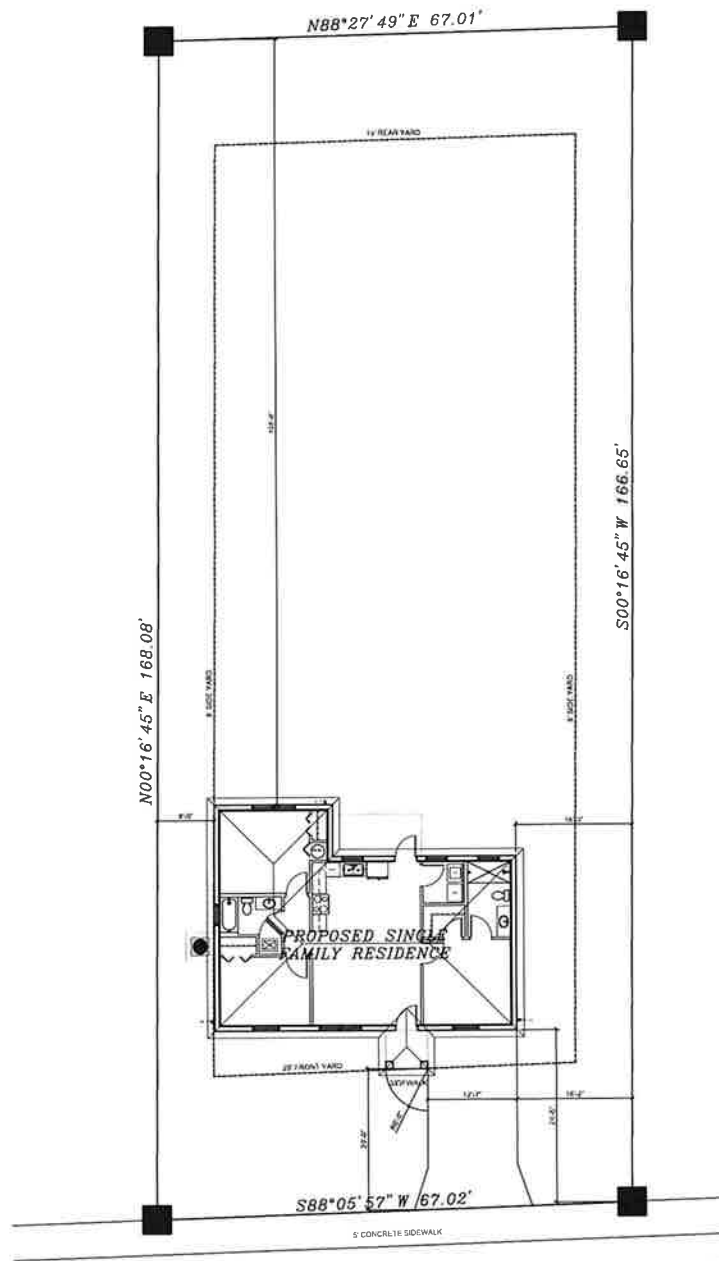
RISPOLI & ASSOCIATES
ARCHITECTURE, INC.
114 SOUTH MAGNOLIA AVENUE, OCALA, FLORIDA 34471
(352) 620-0909 WWW.RISPOLIARCHITECT.COM
JOE@RISPOLIARCHITECT.COM

A NEW RESIDENCE FOR:
CITY OF OCALA - CHEATARA TAYLOR
725 SOUTHWEST 3RD STREET
OCALA, FLORIDA 34471-1559
CONSTRUCTION DOCUMENTS

DRAWN RAA PROJECT NO. 2435
CHECKED RAA DATE 04.07.25

A000
SHEET NO.

		130	140	150	160	170	180			130	140	150	160	170	180			130	140	150	160	170	180
FLAT ROOF Slope: Roof = 0 0 degrees	1	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
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5:12 & 6:12 Slope: Roof = 26 47 degrees	1	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
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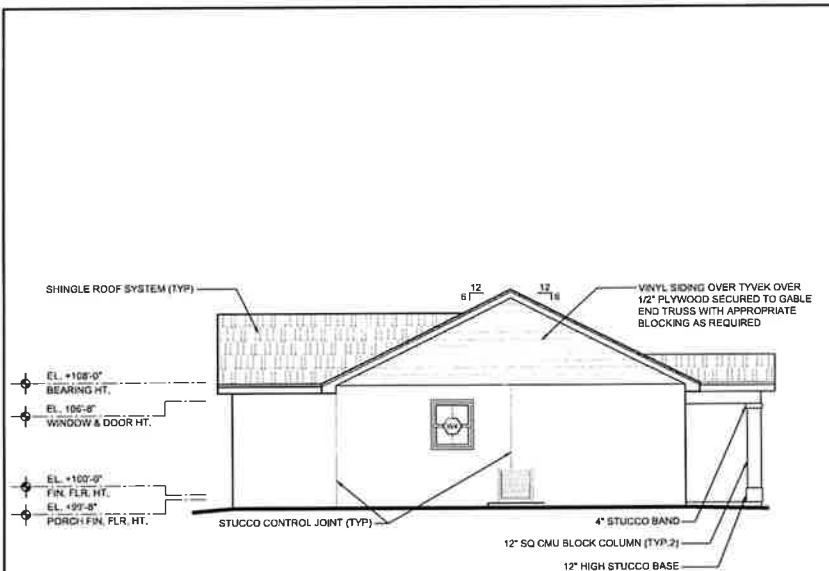


ARCHITECTURAL SITE PLAN

SCALE: 1/8" = 1'-0" (PRINTED @ 24X36)
SCALE: NTS (PRINTED @ 11X17)

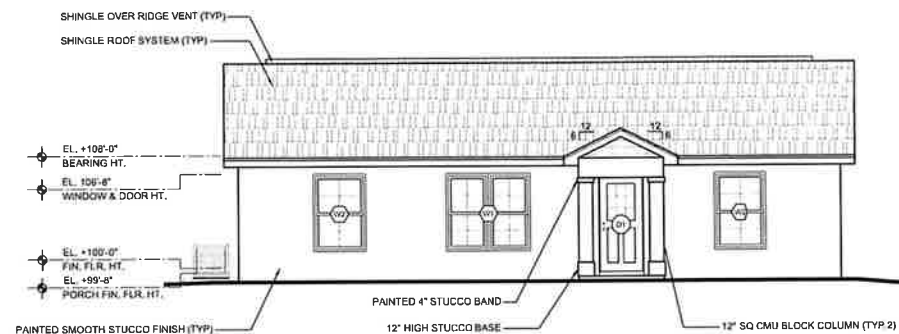


A NEW RESIDENCE FOR: CITY OF OCALA - CHEATARA TAYLOR 725 SOUTHWEST 3RD STREET OCALA, FLORIDA 34471-1559		CONSTRUCTION DOCUMENTS	
DRAWN RAA	PROJECT NO 2435	A200 SHEET NO.	
CHECKED RAA	DATE 04.07.25	RISPOLI & ASSOCIATES ARCHITECTURE, INC. 114 SOUTH MAGNOLIA AVENUE, OCALA, FLORIDA 34471 (352) 620-0909 WWW.RISPOLIARCHITECT.COM JOE@RISPOLIARCHITECT.COM	
DIGITAL SIGNATURE JOSEPH A. RISPOLI, AIA ARCHITECT, FL. LIC# 951-A959489		STATE OF FLORIDA REGISTERED ARCHITECT JOSEPH A. RISPOLI 202054	
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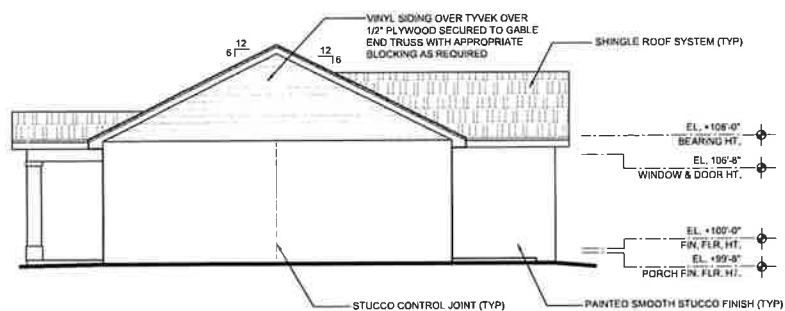
SIDE ELEVATION

SCALE: 1/4" = 1'-0" (PRINTED @ 24X36)
SCALE: NTS (PRINTED @ 24X36)



FRONT ELEVATION

SCALE: 1/4" = 1'-0" (PRINTED @ 24X36)
SCALE: NTS (PRINTED @ 24X36)



SIDE ELEVATION

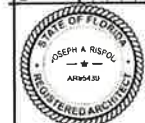
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SCALE: NTS (PRINTED @ 24X36)



REAR ELEVATION

SCALE: 1/4" = 1'-0" (PRINTED @ 24X36)
SCALE: NTS (PRINTED @ 24X36)

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FOR THE PROJECT AND
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Digitally signed by Joseph A. Rispoli
DN: c=US, o=RISPOLI AND ASSOCIATES ARCHITECTURE, dnQualifier=A01410C60000185089C918800087331, email=Joseph A Rispoli
Date: 2025.04.09 07:55:59 -0400

DIGITAL SIGNATURE
JOSEPH A. RISPOLI, AIA
ARCHITECT, FL LIC# 951-AK55435

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A NEW RESIDENCE FOR:
CITY OF OCALA - CHEATARA TAYLOR
725 SOUTHWEST 3RD STREET
OCALA, FLORIDA 34471-1559

DRAWN RAA	PROJECT NO. 2435
CHECKED RAA	DATE 04.07.25

A301
SHEET NO.

CONSTRUCTION DOCUMENTS

ATTIC & ROOF VENTILATION CALCULATION (RIDGE VENTS):

REQUIRED
 $132.35 \text{ SQ FT ATTIC AREA} \times 1.00 = 132.35 \text{ SQ FT NFA VENTILATION}$
 $132.35 \text{ SQ FT NFA VENTILATION} \times 1.00 = 132.35 \text{ SQ FT NFA VENTILATION}$
 $132.35 \text{ SQ FT NFA VENTILATION} \div 2 = 66.18 \text{ SQ FT INTAKE (SUFFITS OR EAVES)} \times 279.35 \text{ SQ FT EXHAUST (RIDGE)}$

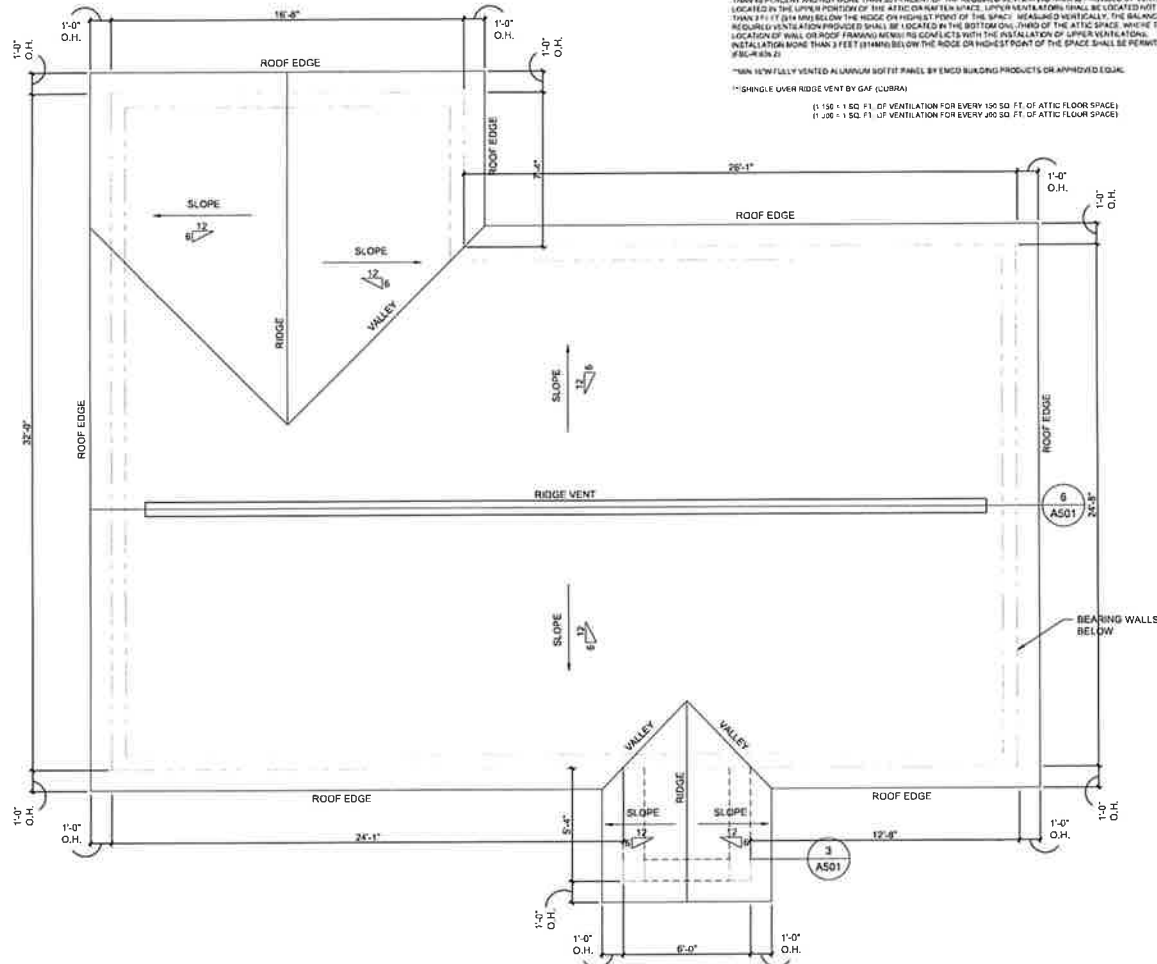
PROVIDED
 INTAKE:
 $132.35 \text{ SQ IN SOFFITS} \div 132.35 \text{ SQ IN NFA PER LIN FT} = 1.00 \text{ MINIMUM LIN FT. REQUIRED}$
 EXHAUST:
 $132.35 \text{ SQ IN RIDGE} \div 16.9 \text{ SQ IN PER LIN FT} = 7.83 \text{ LINEAR FEET RIDGE VENTS REQUIRED}$
 AT LEAST 35 LINEAR FEET RIDGE VENTS PROVIDED

*EXCEPTION: THE MINIMUM NET FREE VENTILATION AREA SHALL BE 1/30 OF THE VENTED SPACE PROVIDED THAT NOT LESS THAN 8 IN. PLACEMENT AND NOT MORE THAN 30 IN. PLACEMENT OF THE REQUIRED VENTILATION AREA IS PROVIDED BY VENTILATORS LOCATED IN THE UPPER PORTION OF THE ATTIC OR RAFTER SPACE. UPPER VENTILATORS SHALL BE LOCATED NOT MORE THAN 3 FT (914 MM) BELOW THE RIDGE OR HIGHEST POINT OF THE SPACE. MEASURED VERTICALLY, THE BALANCE OF THE REQUIRED VENTILATION PROVIDED SHALL BE LOCATED IN THE BOTTOM ONE THIRD OF THE ATTIC SPACE, WHERE THE LOCATION OF WALL OR ROOF FRAMING MEMBERS CONFLICTS WITH THE INSTALLATION OF UPPER VENTILATORS. INSTALLATION MORE THAN 3 FEET (914 MM) BELOW THE RIDGE OR HIGHEST POINT OF THE SPACE SHALL BE PERMITTED. (R.S. 6-801.2)

*MIN. NEW FULLY VENTED ALUMINUM SOFFIT PANEL BY EMCO BUILDING PRODUCTS OR APPROVED EQUAL.

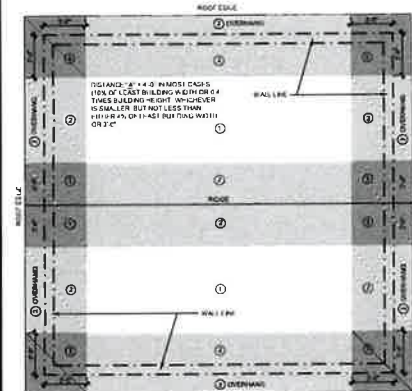
1" SINGLE LOWER RIDGE VENT BY GAF (CURRA)

(1.150 + 1.60 FT. OF VENTILATION FOR EVERY 150 SQ. FT. OF ATTIC FLOOR SPACE)
 (1.100 + 1.60 FT. OF VENTILATION FOR EVERY 200 SQ. FT. OF ATTIC FLOOR SPACE)



ROOF PLAN

SCALE: 3/8" = 1'-0" (PRINTED @ 24X36)
 SCALE: NTS = (PRINTED @ 11X17)



NAILING SCHEDULE

ITEM	NAIL SIZE & TYPE	SPACING	NAME	LEGEND
1	8" DIPPED GALVANIZED NAIL SHANK NAIL	4" O.C.	1	NAILING ZONE 1
2	8" DIPPED GALVANIZED NAIL SHANK NAIL	4" O.C.	2	NAILING ZONE 2
3	8" DIPPED GALVANIZED NAIL SHANK NAIL	4" O.C.	3	NAILING ZONE 3

HIP ROOF NAILING SCHEDULE

TRUSS NOTES

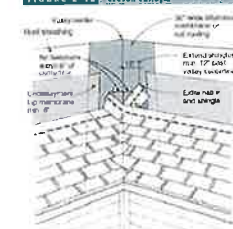
- TRUSS MANUFACTURER SHALL SUBMIT SHOP DRAWINGS TO CONTRACTOR FOR APPROVAL TO ARCHITECT PRIOR TO CONSTRUCTION.
- TRUSS MANUFACTURER SHALL SITE VERIFY ALL DIMENSIONS. DIMENSIONS THAT HAVE NOT BEEN SITE VERIFIED SHALL NOT BE USED.
- ALL FRAMING CONNECTIONS SHALL BE BY SHOPPING STRONG-TIE OR APPROVED EQUAL.
- CONTRACTOR SHALL COORDINATE WITH TRUSS MANUFACTURER AND ARCHITECT FOR CONNECTIONS REQUIRED TO PROVIDE NECESSARY CLEARANCES FOR DUCT WORK.
- TRUSSES SHALL BE VERIFIED BY A REGISTERED PROFESSIONAL ENGINEER PRIOR TO THE HIP-ROOFING WORK.

ROOF TRUSS LOADING

TC LL	=	40.0	PSF
TC UL	=	16.5	PSF
EC FL	=	8.0	PSF
EC LL	=	8.0	PSF (W/ 4" R-19 INSULATION)
TOT LD	=	48.0	PSF
OVERLAC	=	1.21	

- ARCHITECT SHALL SUBMIT ALL SHOP DRAWINGS TO CONTRACTOR FOR APPROVAL TO ARCHITECT PRIOR TO CONSTRUCTION. TRUSS MANUFACTURER SHALL SUBMIT SHOP DRAWINGS TO CONTRACTOR FOR APPROVAL TO ARCHITECT PRIOR TO CONSTRUCTION. TRUSS MANUFACTURER SHALL SUBMIT SHOP DRAWINGS TO CONTRACTOR FOR APPROVAL TO ARCHITECT PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

FIGURE 2-12 Weyon Valley



VALLEY FLASHING DETAIL

NOTE: VALLEY FLASHING SHALL BE INSTALLED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

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 REGISTERED ARCHITECT
 FLORIDA
 ARCHITECT, FL. LICENSE: AR95439

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A NEW RESIDENCE FOR:
CITY OF OCALA - CHEATARA TAYLOR
 725 SOUTHWEST 3RD STREET
 OCALA, FLORIDA 34471-1559

DRAWN RAA	PROJECT NO 2435
CHECKED RAA	DATE 04.07.25

A401
 SHEET NO.

ROOM FINISH SCHEDULE

AREA		FLOOR	WALLS				CEILING		REMARKS
#	LOCATION	MATL. BASE	N	S	E	W	MATL.	HGT.	

FINISHES SELECTED BY OWNER

DOOR NOTES

1. VERIFY ALL HARDWARE W/ OWNER (GRADE 2 MIN)
2. VERIFY ALL DOOR TYPES W/ OWNER
3. VERIFY ALL DOOR FRAME MATERIALS W/ OWNER
4. SEE WINDOW/DOOR BUCK DETAIL A501

MATERIAL ABBREVIATIONS:

WD - MASONITE 4 PANEL HOLLOW CORE HM - HOLLOW METAL (GAVANIZED)

DOOR FINISHES

WD - 4 PANEL PRIMED AND PAINTED
GL - GLAZING FINISH - (SEE GLAZING LEGEND)
HM - GALV. HOLLOW METAL (PRIMED & PAINTED, OWNER SELECTED)

PK - POCKET DOOR
PR - PAIR OF DOORS
C - CUSTOM DOOR SEE OWNER
SD - SLIDING DOOR
SC - SOLID CORE DOOR

WINDOW NOTES

1. BASIS OF DESIGN SHALL BE MI WINDOWS AND PATIO DOORS - OR ARCHITECT APPROVED EQUAL. VERIFY WITH OWNER FOR FINAL SELECTION PRIOR TO CONSTRUCTION. GC TO PROVIDE FL PRODUCT APPROVAL FOR REVIEW AND APPROVAL
2. ALL FRAMES TO BE WHITE AND GLAZING SHALL BE GRAY TINTED LOW E INSULATED
3. GC SHALL SUBMIT SHOP DRAWINGS OF ALL GLAZING AND WINDOW SYSTEMS FOR ARCHITECT & OWNER REVIEW AND APPROVAL PRIOR TO MANUFACTURING OR ORDERING
4. ALL ROUGH OPENING SIZES SHALL BE FIELD VERIFIED PRIOR TO MANUFACTURING AND ORDERING
5. ALL WINDOWS SHALL BE HANDLED, STORED, INSTALLED AND FINISHED PER THE MANUFACTURER'S SPECIFICATIONS.
6. ALL EMERGENCY EGRESS WINDOWS MUST MEET THE FOLLOWING BASIC CRITERIA PER FBC-R SECTION 310 (SEE FBC-R SECTION 310 FOR MORE INFORMATION)
- 6.1. MIN. CLEAR OPENING AREA F 5.7 SQ. FT. (6.0 SQ. FT. OPENINGS AT OR BELOW GRADE)
- 6.2. MIN. CLEAR OPENING HEIGHT OF 24"
- 6.3. MIN. CLEAR OPENING WIDTH OF 20"
- 6.4. MAX. SILL HEIGHT OF 44" A.F.F.
7. ALL BATHROOM WINDOWS / GLASS SHALL BE TEMPERED GLASS.

DOOR SCHEDULE

MARK	LOCATION	SIZE (W x H)	DOOR MATL.	REMARKS
01	FOYER (ENTRY)	7'-0" X 6'-0"	HM	EXTERIOR
02	BEDROOM 3	2'-0" X 6'-0"	WD	INTERIOR
03	BEDROOM 3 CLOSET	(PR) 2'-0" X 6'-0"	WD	INTERIOR, BIFOLD
04	BATH 2 TO HVAC	2'-0" X 6'-0"	WD	INTERIOR
05	BATH 2	2'-0" X 6'-0"	WD	INTERIOR
06	BEDROOM 2	2'-0" X 6'-0"	WD	INTERIOR
07	BEDROOM 2 TO WH	2'-0" X 6'-0"	WD	INTERIOR, BIFOLD
08	BEDROOM 2 CLOSET	(PR) 2'-0" X 6'-0"	WD	INTERIOR, BIFOLD
09	OUTDOOR	2'-0" X 6'-0"	HM/CL	EXTERIOR
10	LAUNDRY	2'-0" X 6'-0"	WD	INTERIOR
11	PRIMARY BEDROOM	2'-0" X 6'-0"	WD	INTERIOR
12	PRIMARY BEDROOM CLOSET	2'-0" X 6'-0"	WD	INTERIOR
13	PRIMARY BATH	2'-0" X 6'-0"	WD	INTERIOR

TYPE DESIGNATION

8F16-1B/1T

QUANTITY OF UNFINISHED
W/ SILL AT BOTTOM OF UNITS
CAUTION

CLASSIFY BY
UNFINISHED W/ SILL
AT BOTTOM OF UNITS
CAUTION

QUANTITY OF UNFINISHED
W/ SILL AT BOTTOM OF UNITS
CAUTION

QUANTITY OF UNFINISHED
W/ SILL AT BOTTOM OF UNITS
CAUTION

QUANTITY OF UNFINISHED
W/ SILL AT BOTTOM OF UNITS
CAUTION

QUANTITY OF UNFINISHED
W/ SILL AT BOTTOM OF UNITS
CAUTION

QUANTITY OF UNFINISHED
W/ SILL AT BOTTOM OF UNITS
CAUTION

FOR A 5'-10" OVERALL LENGTH UNITS TYPE 8F16-1B/1T
SAFE SUPERIMPOSED GRAVITY LOAD = 4300 PLF
SAFE SUPERIMPOSED UP/LIFT LOAD = 2000 PLF
SAFE SUPERIMPOSED LATERAL LOAD = 330 PLF

FOR A 5'-10" OVERALL LENGTH UNITS TYPE 8F16-1B/1T

FOR A 5'-10" OVERALL LENGTH UNITS TYPE 8F16-1B/1T

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FOR A 5'-10" OVERALL LENGTH UNITS TYPE 8F16-1B/1T

FOR A 5'-10" OVERALL LENGTH UNITS TYPE 8F16-1B/1T

WINDOW SCHEDULE

WINDOW	MODEL #	MANUFACTURER	WINDOW DESCRIPTION	WINDOW ROUGH OPENING	REMARKS
01	3056SH	MI WINDOWS	5350 SINGLE HUNG	(PR) 3'-0" X 5'-0"	
02	3056SH	MI WINDOWS	5350 SINGLE HUNG	7'-0" X 6'-0"	EGRESS WINDOW
03	3021SH	MI WINDOWS	5350 SINGLE HUNG	3'-0" X 2'-10"	
04	3021SH	MI WINDOWS	5350 SINGLE HUNG	3'-0" X 2'-10"	OBSCURED

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REVISIONS

STATE OF FLORIDA
JOSEPH A. RISPOLI
REGISTERED ARCHITECT
A192488

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A NEW RESIDENCE FOR:
CITY OF OCALA - CHEATARA TAYLOR
725 SOUTHWEST 3RD STREET
OCALA, FLORIDA 34471-1559

DRAWN RAA PROJECT NO. 2435
CHECKED RAA DATE 04.07.25

A601
SHEET NO.

BOUNDARY SURVEY
PARCEL 2848-004-003
LANDS OF CHEATARA RENEE TAYLOR

DESCRIPTION: (SEE NOTE 4)

67 FEET EAST AND WEST ON EAST END OF LOT 4 OF A SURVEY OF A PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 15 SOIUTH, RANGE 22 EAST; SAID LAND SITUATE LYING AND BEING IN MARION COUNTY, FLORIDA.

SURVEY NOTES:

1. THIS BOUNDARY SURVEY WAS PREPARED FOR THE PURPOSE OF RENDERING A PROFESSIONAL OPINION AS TO THE LOCATION OF THE RECORD TITLE BOUNDARY LINES OF THE SUBJECT PROPERTY DESCRIBED HEREON; DETERMINING THE HORIZONTAL LOCATION OF VISIBLE FIXED IMPROVEMENTS LYING WITHIN, IN NEAR PROXIMITY TO AND / OR CROSSING THE BOUNDARY LINES OF THE SUBJECT PROPERTY; AND TO FACILITATE THE REBUILDING OF IMPROVEMENTS PURSUANT TO GRANT FUNDING ACHIEVED THROUGH THE CITY OF OCALA COMMUNITY DEVELOPMENT SERVICES DEPARTMENT.
2. ALL RECORDING DATA DEPICTED AND / OR NOTED HEREON REFERENCES THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, UNLESS SPECIFIED TO THE CONTRARY.
3. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE SEARCH AND MAY NOT INDICATE CURRENT OWNERSHIP, ENCUMBRANCES, OR OTHER MATTERS OF RECORD.
4. THE LEGAL DESCRIPTION OF THE PROPERTY DESCRIBED HEREON WAS TRANSCRIBED FROM THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1427, AT PAGE 1098 AS THE BEST RECORD EVIDENCE OF THE LANDS CONVEYED TO CHEATARA RENEE TAYLOR IN THE QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 5872, AT PAGE 547.
5. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE), NORTH AMERICAN DATUM (NAD) OF 1983 (2011 ADJUSTMENT), AS DETERMINED FROM REAL TIME KINEMATIC (RTK) OBSERVATIONS UTILIZING BOTH GLOBAL POSITIONING SYSTEM (GPS) AND GLOBAL NAVIGATION SATELLITE SYSTEM (GLONASS) SATELLITE CONSTELLATIONS, THE CORRECTIONS TO WHICH WERE RECEIVED FROM THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN) AS OPERATED AND MAINTAINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) WITH ACCEPTABLE INDEPENDENT CHECKS MADE TO OFFSITE HORIZONTAL CONTROL STATIONS PREVIOUSLY ESTABLISHED BY THE SURVEY DIVISION OF THE OCALA CITY ENGINEER'S OFFICE, FROM WHICH THE NORTH LINE OF E.G. SMITH'S ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK E, AT PAGE 9, THAT LIES BETWEEN MONUMENTS 205 AND 3004 AS SHOWN AND MONUMENTED HEREON, BEARS N88°27'49"E.
6. THE HORIZONTAL LOCATION OF FEATURES INCLUDED IN THIS SURVEY WAS ACHIEVED VIA CONVENTIONAL SURVEY METHODOLOGIES TO INDEPENDENTLY VERIFY THE HORIZONTAL DISTANCE BETWEEN CONTROL POINTS ESTABLISHED FOR THE EXECUTION OF THIS SURVEY UTILIZING AN ELECTRONIC TOTAL STATION TO SUBSEQUENTLY CONDUCT RADIAL SURVEY MEASUREMENTS RESULTING IN AN EXPECTED HORIZONTAL ACCURACY OF +/- 0.05 FEET TO THE LOCATED FEATURES SHOWN HEREON.
7. ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) NO. 12083C0517E (VERSION 2.3.3.2), AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), COMMUNITY 120330, PANEL 00517, SUFFIX E, EFFECTIVE DATE: APRIL 19, 2017, THE PROPERTY DESCRIBED HEREON APPEARS TO LIE IN "ZONE A" (AREAS OF SPECIAL FLOOD HAZARD WITHOUT BASE FLOOD ELEVATION (BFE) DETERMINED), THE LIMITS OF WHICH ARE BASED ON GEOSPATIALLY REFERENCED DATA OBTAINED VIA THE INTERNET AS INCLUDED IN THE DIGITAL FLOOD INSURANCE RATE MAP (DFIRM, DATA REFERENCE 12083C_20210819, AS OPERATED AND MAINTAINED BY FEMA) WHICH ARE NOT SHOWN HEREON AS THEY LIE BEYOND THE GRAPHIC LIMITS OF THIS SURVEY.
8. OWNERSHIP AND PARCEL ACCOUNT INFORMATION DEPICTED AND / OR NOTED HEREON WAS OBTAINED FROM THE PUBLIC RECORD PROPERTY DATABASE OPERATED AND MAINTAINED BY THE OFFICE OF THE MARION COUNTY PROPERTY APPRAISER.

9. DURING THE COURSE OF PREPARING THIS SURVEY, THE FOLLOWING DATA AND RECORD SOURCES WERE USED IN RENDERING AN OPINION AS TO THE LOCATION OF THE BOUNDARIES OF RECORD TITLE FOR THE SUBJECT PARCEL:
- A. THE QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 5872, AT PAGE 547, AND THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1427, AT PAGE 1098 (AS TO THE SUBJECT PROPERTY);
- B. THE PROPERTY RECORD CARD ASSOCIATED WITH PARCEL ACCOUNT 2848-004-001 AS PREPARED BY THE OFFICE OF THE MARION COUNTY PROPERTY APPRAISER (AS TO PARCEL 2848-004-001);
- C. THE QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 7817, AT PAGE 300 (AS TO PARCEL 2846-060-000);
- D. THE QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 5549, AT PAGE 1528 (AS TO PARCEL 2846-059-000);
- E. THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7114, AT PAGE 299 (AS TO PARCEL 2848-003-002);
- F. THE PLAT OF E.G. SMITH'S ADDITION AS RECORDED IN PLAT BOOK E, AT PAGE 9;
- G. THE PLAT OF SUBDIVISION OF LOTS 13, 14, 15, 16, 17, AND 18, OF E.G. SMITH'S ADDITION AS RECORDED IN PLAT BOOK A, AT PAGE 118;
- H. THE PLAT OF GARY'S ADDITION AS RECORDED IN PLAT BOOK A, AT PAGE 43;
- I. THE PLAT OF GILE'S SUBDIVISION OF LOT 11 OF E.G. SMITH'S ADDITION AS RECORDED IN PLAT BOOK A, AT PAGE 101;
- J. THE REVISED PLAT OF R.S. MITCHELL'S ADDITION TO OCALA AS RECORDED IN PLAT BOOK A, AT PAGE 90;
- K. THE PLAT OF SANTA MARIA PLACE AS RECORDED IN PLAT BOOK A, AT PAGE 97;
- L. THE HISTORIC ARCHIVE OF ASSESSOR BLOCK BOOK MAPS ASSOCIATED WITH THE PLATS IDENTIFIED IN ITEMS 9.F THROUGH 9.K, INCLUSIVE, AS MAINTAINED BY THE REAL ESTATE DIVISION OF THE CITY OF OCALA ENGINEERING DEPARTMENT.
- M. THE PROPERTY RECORD CARD OF PARCEL ACCOUNTS 2848-003-002, 2848-004-003, 2848-004-001, 2846-060-000, AND 2846-059-000 AS OBTAINED FROM THE BETA MAP IT+ ONLINE MAPPING SYSTEM AS OPERATED AND MAINTAINED BY THE OFFICE OF THE MARION COUNTY PROPERTY APPRAISER.
10. THIS SURVEY IS OF ONLY THE VISIBLE FIXED IMPROVEMENTS AND VISIBLE EVIDENCE OF UNDERGROUND UTILITIES AS OBSERVED AT THE TIME OF FIELD SURVEY LYING WITHIN, IN NEAR PROXIMITY TO AND / OR CROSSING THE BOUNDARY LINES OF THE SUBJECT PROPERTY; IMPROVEMENTS, UTILITIES, AND / OR ENCROACHMENTS, IF ANY, THAT LINE UNDERGROUND AND ARE CONCEALED FROM VIEW WERE NOT LOCATED EXCEPT AS MAY BE SHOWN HEREON.
11. DIGITAL COPIES OF THIS SURVEY ARE INVALID WITHOUT THE ELECTRONIC SIGNATURE OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON THAT IS DIGITALLY AUTHENTICATED; PRINTED COPIES OF THIS SURVEY ARE INVALID UNLESS THEY BEAR THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.
12. ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY ANY ENTITY OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.

SEE SHEET 2 FOR BOUNDARY DEPICTION; SEE SHEET 3 FOR TABLE OF MONUMENTS, DETAIL OF IMPROVEMENTS, & LEGEND

SECTION: 13 | TOWNSHIP: 15 S | RANGE: 21 E

DRAWN: RKR | CHECKED: RKR

DATE: 12.16.2024 | SCALE: 1" = 30'

FIELD BOOK: 645 | PAGE: 48

HORIZONTAL DATUM: NAD83-0902

NO.: 1

DATE & DESCRIPTION: 2025.02.26 MINOR TITLE BLOCK ERRORS

BY: RKR

FILE NO.: 24-010352.01

WORK ORDER: 24-010352

PREPARED FOR:

COMMUNITY DEVELOPMENT

"DESCRIPTION & NOTES"

CITY OF OCALA

CITY ENGINEER'S OFFICE SURVEY DIVISION

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OCALA, FLORIDA 34470
(352) 351-6772 (VOICE) (351) 351-6726 (FAX)

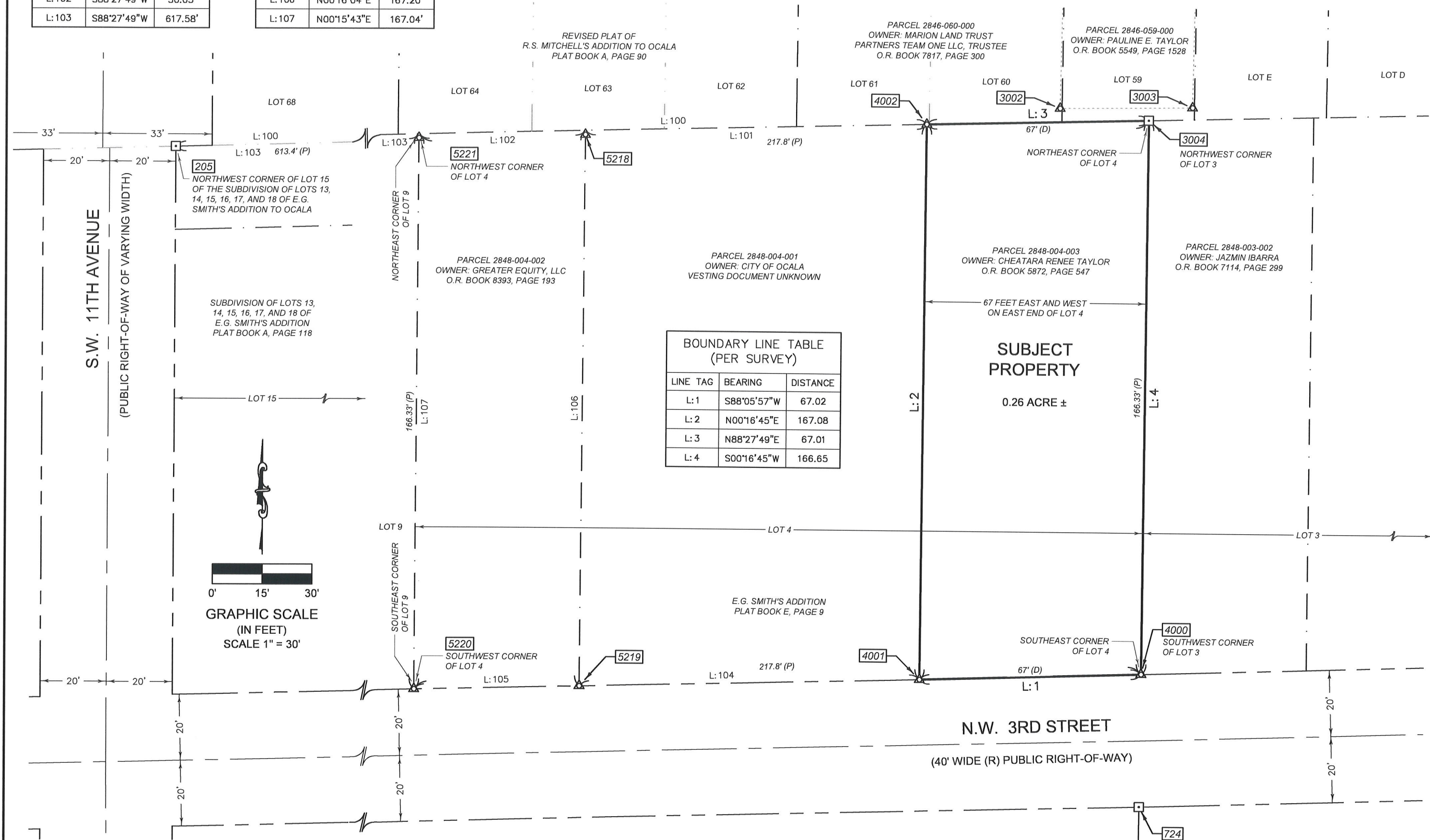
I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

R. KELLY ROBERTS, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER NO. 5558
STATE OF FLORIDA
DATE: FEBRUARY 26, 2025

BOUNDARY SURVEY
PARCEL 2848-004-003
LANDS OF CHEATARA RENEE TAYLOR

REFERENCE LINE TABLE (PER SURVEY)		
LINE TAG	BEARING	DISTANCE
L: 100	N88°27'49"E	770.65'
L: 101	S88°27'49"W	103.02'
L: 102	S88°27'49"W	50.05'
L: 103	S88°27'49"W	617.58'

REFERENCE LINE TABLE (PER SURVEY)		
LINE TAG	BEARING	DISTANCE
L: 104	S88°23'47"W	103.00'
L: 105	S88°38'38"W	50.03'
L: 106	N00°16'04"E	167.20'
L: 107	N00°15'43"E	167.04'



BOUNDARY LINE TABLE (PER SURVEY)		
LINE TAG	BEARING	DISTANCE
L: 1	S88°05'57"W	67.02
L: 2	N00°16'45"E	167.08
L: 3	N88°27'49"E	67.01
L: 4	S00°16'45"W	166.65

PREPARED FOR:

COMMUNITY DEVELOPMENT

"BOUNDARY DEPICTION"

CITY OF OCALA

CITY ENGINEER'S OFFICE
SURVEY DIVISION

1805 NE 30TH AVENUE - BUILDING 700A
OCALA, FLORIDA 34470
(352) 351-6772 (VOICE) (351) 351-6726 (FAX)

SECTION:	13	TOWNSHIP:	15 S	RANGE:	21 E
DRAWN:	RKR	CHECKED:	RKR	DATE:	12/16/2024
FIELD BOOK:	645	PAGE:	48	SCALE:	1" = 30'
HORIZONTAL DATUM:	NAD83-9902	REVISIONS:			
NO.:	1	DATE & DESCRIPTION:	2025.02.26	MINOR TITLE BLOCK ERRORS	
FILE NO.:	24-010352.01	WORK ORDER:	24-010352		

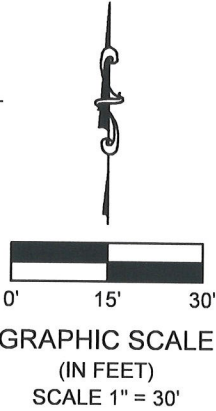
SEE SHEET 1 FOR DESCRIPTION AND NOTES; SEE SHEET 3 FOR FOR TABLE OF MONUMENTS, DETAIL OF IMPROVEMENTS, & LEGEND

BOUNDARY SURVEY
PARCEL 2848-004-003
LANDS OF CHEATARA RENEE TAYLOR

LINETYPE LEGEND:

	=	BOUNDARY LINE OF SUBJECT PARCEL
	=	RIGHT-OF-WAY LINE
	=	CENTERLINE OF RIGHT-OF-WAY
	=	PLATTED LOT LINE
	=	PARCEL LINE
	=	PAVEMENT: EDGE
	=	CURB: FLOWLINE
	=	CURB: FACE
	=	CURB: BACK
	=	CURB: GRADE BREAK
	=	SIDEWALK: GRADE BREAK
	=	ELECTRIC / UTILITY LINE: OVERHEAD / AERIAL

TABLE OF MONUMENTS			
POINT:	NORTHING:	EASTING:	DESCRIPTION:
205	1763377.115	608912.049	FOUND 4" X 4" CONCRETE MONUMENT [NO IDENTIFICATION]
724	1763192.893	609748.399	FOUND 4" X 4" CONCRETE MONUMENT [NO IDENTIFICATION]
3002	1763402.953	609722.609	FOUND 5/8" IRON ROD WITH CAP STAMPED: JCH LB 8071; 4.10' NORTH OF LINE
3003	1763403.527	609762.608	FOUND 5/8" IRON ROD WITH CAP STAMPED: JCH LB 8071; 3.60' NORTH OF LINE
3004	1763399.574	609749.406	FOUND 4" X 4" CONCRETE MONUMENT [NO IDENTIFICATION]
4000	1763232.922	609748.594	SET 5/8" IRON ROD WITH CAP STAMPED: CITY OF OCALA PSM 5558
4001	1763230.698	609681.609	SET 5/8" IRON ROD WITH CAP STAMPED: CITY OF OCALA PSM 5558
4002	1763397.777	609682.423	SET 5/8" IRON ROD WITH CAP STAMPED: CITY OF OCALA PSM 5558
5218	1763393.714	609579.429	RECOVERED 5/8" IRON ROD WITH CAP STAMPED: CITY OF OCALA PSM 5756 1.30' SOUTH OF CORNER
5219	1763227.816	609578.654	RECOVERED 5/8" IRON ROD WITH CAP STAMPED: CITY OF OCALA PSM 5756
5220	1763226.632	609528.639	80 SET COO PSM5756
5221	1763392.475	609529.397	RECOVERED 5/8" IRON ROD WITH CAP STAMPED: CITY OF OCALA PSM 5756 1.20' SOUTH OF CORNER

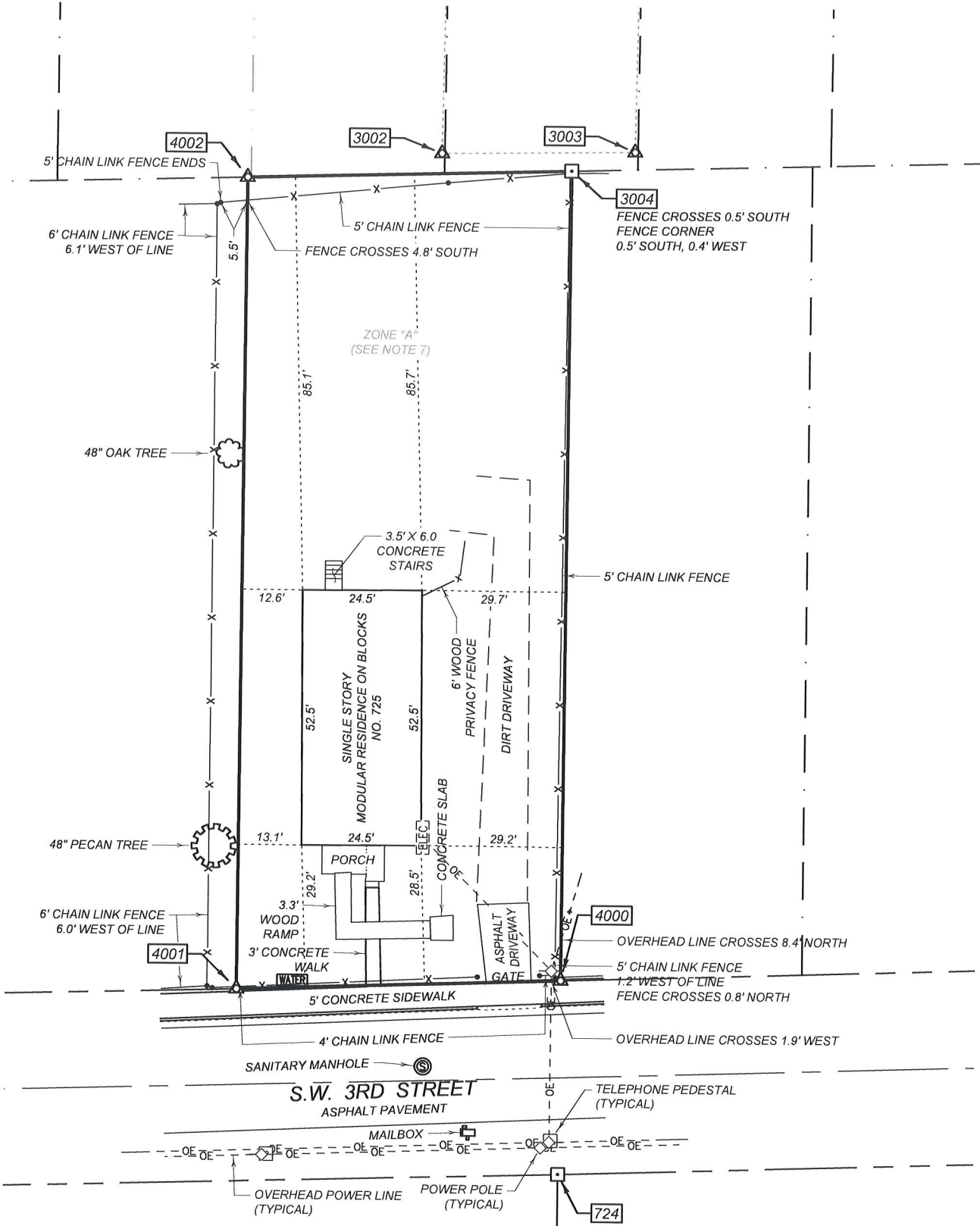


SYMBOLGY LEGEND:

	=	POWER POLE
	=	METER: ELECTRIC
L:#	=	REFERENCE TO A LINE DATA TABLE
	=	REFERENCE TO THE TABLE OF MONUMENTS

ABBREVIATIONS:

N.	=	NORTH
E.	=	EAST
S.	=	SOUTH
W.	=	WEST
(P)	=	PLAT DATA
(D)	=	DEED DATA
(R)	=	RECORD DATA
O.R.	=	OFFICIAL RECORDS



SEE SHEET 1 FOR DESCRIPTION AND NOTES; SEE SHEET 2 FOR BOUNDARY DEPICTION



PREPARED FOR:

COMMUNITY
DEVELOPMENT

"TABLE OF MONUMENTS, DETAIL
OF IMPROVEMENTS & LEGEND"

CITY OF OCALA

CITY ENGINEER'S OFFICE
SURVEY DIVISION

1805 NE 30TH AVENUE - BUILDING 700A
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HORIZONTAL DATUM:	NAD83-0902	REVISIONS:			
NO.:	1	DATE & DESCRIPTION:	2025.02.26	MINOR TITLE BLOCK ERRORS	
FILE NO.:	24-010352.01	WORK ORDER:	24-010352		

BID TABULATION & NOTICE OF INTENT TO AWARD



Bid Name: **NEW CONSTRUCTION Residential Home - Taylor**
ProRFx ID: ITB10072500000116
Notifications Sent: #17099
Bids: #8

Solicitation: **ITB# CDS/ 240715A**
Buyer: Ashley Presley
Buyer Email: apresley@ocalafl.gov
Buyer Phone: 352-629-8364

11/3/2025 Notice of Intent to Award to Robinrose Construction, LLC. pending City Council approval.

Bidder Name	Office Location	Total Bid Amount
Robinrose Construction, LLC	Ocala, FL	\$ 169,500.00
Modern Day Construction Services, Inc	Ocala, FL	\$ 170,000.00
Mcan, LLC	Ocala, FL	\$ 180,000.00
Stejack, LLC	Apopka, FL	\$ 198,000.00
Construemax Corp	Orlando, FL	\$ 198,084.00
2W Construction Corp	Ocoee, FL	\$ 213,495.00
Magnificent Development, LLC	Clearwater, FL	\$ 217,000.00
Branam James Construction & Restoration, Inc	Leesburg, FL	\$ 219,537.06

Item	Description	Qty	UOM	Unit Price	Total
1	New Construction	1	LS		
	Robinrose Construction, LLC	1	LS	\$ 169,500.00	\$ 169,500.00
	Modern Day Construction Services, Inc	1	LS	\$ 170,000.00	\$ 170,000.00
	Mcan, LLC	1	LS	\$ 180,000.00	\$ 180,000.00
	Stejack, LLC	1	LS	\$ 198,000.00	\$ 198,000.00
	Construemax Corp	1	LS	\$ 198,084.00	\$ 198,084.00
	2W Construction Corp	1	LS	\$ 213,495.00	\$ 213,495.00
	Magnificent Development, LLC	1	LS	\$ 217,000.00	\$ 217,000.00
	Branam James Construction & Restoration, Inc	1	LS	\$ 219,537.06	\$ 219,537.06



Ocala

Legislation Text

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

File #: 2026-0416

Agenda Item #: 17a.

Submitted By: Megan Dugan

Department: Procurement and Contracting

FORMAL TITLE:

Fully Executed Contracts Under \$50,000

BACKGROUND:

Executed between November 17, 2025, and November 30, 2025.

EXECUTED CONTRACTS UNDER \$50,000

Contract	Contractor	Description	Amount
AIR/251012	J&R Acquisition Group, LLC	T-Hangar Lease Agreement	Revenue \$4,085.76
ELE/230220	Tyndale Enterprise, Inc.	Direct Purchase Uniform Program Management	Pricing Amendment
ELE/260197	Douglas Prusso	Solar Agreement	Solar
ELE/220852	Doble Engineering Company	RTS Maintenance Agreement	\$4,140.00
FAC/260139	Schindler Elevator Corporation	Elevator Preventative Maintenance Agreement	\$18,508.20
ITS/250475	KnowBe4	Quote for PhishER Add-on	\$9,103.50
OPD/260122	Magnet Forensics, LLC	Additional Licenses	\$10,500.00
		Agreement for Professional Archaeological Services - Fort King National Historic	
REC/250728	Gulf Archaeology Research Institute	Landmark	NTE \$49,999

**Doble Engineering Company**

123 Felton St.,
Marlborough, MA, 01752,
USA
Phone: +1 617 926 4900 | Fax: +1 617 926 0528

Prepared For:

Lisa Crouthamel
Ocala City of
110 SE Watula Ave 3rd Floor
Ocala, FL 34471 USA
(352) 351-6646

Quote #: Q-88354-1
Date: 9/16/2025
Quote Validity: 10/18/2025
Payment Terms: N30*
Shipping Terms: EXW
Proposed Ship Date: 1-2 Weeks
Recommended Carrier: UPS
Delivery Method: Download

End User: Ocala City of**Your Doble Team:**

Doble Representative	R.S. Sales, Inc.	Regional Sales Manager	Steve Hutchinson
Sales Contact	Ron Seel	Direct Email	shutchinson@doble.com
Email	rseel@rssales.net	Direct Phone	+1 561 439 8906
Phone	7275601343	BDM	Steve Hutchinson
Address	1449 Court Street Clearwater FL USA 33756	BDM Contact	shutchinson@doble.com

QTY	PRODUCT	DESCRIPTION	SALES PRICE	EXTENDED PRICE
1	RTS_MAINT	<p>RTS Maintenance and Support for Coverage Period: 11/1/2025-10/31/2026</p> <p>Totals for Renewal:\$4140.00</p> <p>Application \$</p> <p>Basic Keys \$</p> <p>Pro Keys \$</p> <p>Drivers \$</p> <p>Maintenance Only Option: \$4140.00</p> <p>Maint and Support Option: \$2070.00</p>	\$4,140.00	\$4,140.00
TOTAL:				\$4,140.00

Additional Notes

Doble's Master Terms and Conditions, as modified effective on 7/30/2024

CONTRACT# ELE/220852

*Payment terms are subject to credit review.

All prices in USD. Pricing does not include shipping or sales tax.

Please forward all Purchase Orders to sales@doble.com. For any questions regarding this quote, please contact your Regional Sales Manager or sales@doble.com.

Doble hardware and software products are supplied in accordance with Doble's Master Terms, [attached hereto](#). Doble Test Instruments are supplied complete with instruction manuals and all cables necessary for the ordered configuration.

THANK YOU FOR YOUR BUSINESS!

DOBLE ENGINEERING COMPANY

MASTER TERMS AND CONDITIONS

Rev 07302025

1. **Applicable Terms and Conditions.** Doble Engineering Company, expressly including all subsidiaries, divisions, and similar affiliates, will be collectively referred to as "Doble", and the person or company purchasing Products will be referred to as "Buyer". "Goods" shall be as defined in Article 2 of the Uniform Commercial Code, as it may be amended from time to time. "Services" shall mean the work to be performed in any contract transaction except to the extent any such transaction includes the transfer of legal ownership over a Good or Goods from Doble to Buyer in exchange for money. Such transfer of ownership is hereby defined as a sale of Goods as opposed to a sale of Services. All Goods and Services sold by Doble to Buyer will be referred to as "Products". The terms and conditions stated below apply to all sales of the Products. Except for those terms and conditions identified below which are expressly subject to alternative terms set out in the applicable quote and/or order confirmation, it is expressly understood that any different or additional terms proposed by Buyer or contained on any purchase order or other document submitted by Buyer are hereby inapplicable and void and, unless expressly acknowledged and accepted by Doble in writing that no other acknowledgment by Doble of, or reference by Doble to, or performance by Doble under, any purchase order of Buyer shall be deemed to be an acceptance by Doble of any term additional or contrary to these terms or conditions. If the parties desire to incorporate any term that is different from or additional to the terms set forth herein, such agreement must be set forth in a separate writing established solely for the purpose of such amending of terms and signed by an officer of Doble. All Products containing or consisting of software ("Software Products") are furnished subject to Buyer's acceptance of the terms and conditions contained in Doble's End User Software License Agreement ("EULA") and/or Software License Agreement ("SLA") contained therein, for the applicable Software Product. Doble will provide a copy of this EULA and/or SLA in advance of any purchase, upon Buyer request. For the avoidance of doubt, the terms of this document are supplemental to any applicable Doble- issued quotation, and, in the event of any conflicts between a quotation and this document, the terms of any such quotations hereby take priority over the terms of this document.
2. **Prices and Payment Terms¹.** Doble will issue a quotation for each Product request setting forth the price of the Products. Quotations are valid for the period of time specified in the applicable quotation. Prices do not include any federal, state, provincial or local property, license, privilege, sales, use, excise, import, export, tariffs, transport, VAT, gross receipts, or other like taxes which may now or hereafter be applicable. Buyer shall be responsible for the payment of all such taxes of any nature whatsoever now or hereafter levied by any governmental authority anywhere in the world. Payment is due net 30 days from date of issuance of invoice; provided that Doble reserves the right to require alternate payment terms, dependent upon review of Buyer's credit worthiness. Doble may, in addition to any other remedy available under applicable law, charge Buyer interest at the lesser of the rate of one and one half percent (1½%) per month or the highest rate allowed by applicable law for amounts not paid within the foregoing terms. If Doble shall at any time doubt Buyer's financial condition and its ability to pay for the cost of the Product(s), Doble may demand adequate assurance of due performance or decline to make any further shipments of Goods or supply any further Services except upon receipt of cash payment in advance or security. If Doble demands adequate assurance of due performance and the same is not forthcoming within 10 days after the date of Doble's demand, Doble may, at its option: (i) continue to defer further shipments of Goods or supply of Services under any order from Buyer which has been accepted by Doble until adequate assurance is received, or (ii) cancel any outstanding orders from Buyer which have been accepted by Doble and treat as a termination by Buyer pursuant to Section 11(b) herein.
3. **Security Interest.** For all Buyer purchases of any equipment, Buyer hereby grants Doble a security interest in the Products, and all proceeds thereof and accessions thereto, to secure payment of the purchase price for the Products and all other charges and costs for which Buyer is responsible hereunder. At Doble's direction, Buyer shall, from time to time, do all acts necessary or reasonable to protect Doble's security interest herein created and Buyer shall execute and deliver to Doble all Uniform Commercial Code Financing Statements ("UCCs") (or in cases where the Products are shipped to countries outside of the USA, such foreign countries functional equivalents of a UCC including the Canadian Personal Property Security Registration System, when applicable) which Doble may deem necessary to protect its rights and interests as set forth herein. Buyer hereby irrevocably constitutes and appoints Doble as its true and lawful attorney-in-fact, in its name, place and stead, to execute, deliver, acknowledge, file or record any and all such Uniform Commercial Code Financing and Continuation Statements. The grant of the foregoing power of attorney is coupled with an interest and shall not be revocable by Buyer until all payments due hereunder (including deferred payments whether evidenced by notes or otherwise) shall have been made in cash. To the greatest extent possible under applicable law, Doble shall have the remedies of a secured party under the Uniform Commercial Code in force in the Commonwealth of Massachusetts.
4. **Shipping, Delivery, and Title.** Except as specified in the applicable quotation and/or order confirmation, all Products will be shipped pursuant to Incoterms 2020 Ex-Works (EXW), with the delivery site for all continental United States and Canadian shipments being Marlborough, MA, or other applicable Doble facility (identified at time of order). Notwithstanding the foregoing, the delivery site for all Morgan Schaffer Ltd. Products shall be LaSalle, Quebec, unless otherwise identified at the time of order. Except as specified herein this section, title and risk of loss including payment of all transportation and insurance cost pass to Buyer at Doble's door. Buyer will choose the freight forwarder, customs broker, carrier and means of delivery; provided, however that Doble, in its sole discretion, maintains the ability to reject Buyer's selection of freight forwarder, customs broker, carrier and means of delivery. If Doble rejects Buyer's selection of any of the above, Buyer will designate an alternative carrier, broker or means of delivery that is acceptable to Doble. Buyer is responsible for filing any claims with freight forwarders, customs brokers or carriers. If the Products are to be exported, Buyer will be responsible for all export charges, consular and customs declarations and will be responsible for penalties resulting from errors or omissions thereon. Buyer shall not re-export the Product or any goods or items which incorporate the Product if the re-export would violate either United States or Canadian export laws, as applicable. Notwithstanding that risk of loss of the Products pass to Buyer at Doble's door, the Products shall remain the personal property of Doble until fully paid for in cash by Buyer pursuant to a bona fide Doble offer for such Products, and, excepting the immediately preceding condition, the Buyer agrees to perform all acts which may be necessary to perfect and assure retention of title to such product by Doble. Any specifications, drawings, plans, notes, instructions, engineering notices, or technical data of Doble furnished to Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth. Doble shall at all times retain title to all such documents, and Buyer shall not disclose such to any party other than Doble or a party duly authorized by Doble. If there is any situation where the parties desire to ship using any term different from or additional to Incoterms Ex-Works, such agreement must be explicitly set forth in a separate writing and signed by an officer or other authorized representative of Doble. Doble reserves the right to enter or have its agent enter upon a Buyer's site to recover any Products not currently purchased or licensed by Buyer but currently located on Buyer's site. Buyer must expressly declare the final destination of the Products on the applicable purchase order.
5. **Inspection and Acceptance.** Except with respect to Products sold by Morgan Schaffer Ltd. or as specified in Section 7 hereto, Buyer will promptly inspect a Product upon delivery. No claims for shortages will be allowed unless shortages are reported to Doble, in writing, within ten (10) days after delivery. Acceptance will be deemed to have occurred no later than thirty (30) days after shipment of such Product.
6. **Force Majeure.** Doble will not be liable for delays in shipment or default in delivery or any failure to perform due to any cause beyond Doble's reasonable control including, but not limited to, government action, shortage or labor, raw material, production or transportation facilities, strike or labor difficulty involving employees of Doble or others, fire, flood, act of God, terrorism, civil unrest, war, riot, embargo, fuel or energy shortage, car shortage, wrecks or delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities from usual sources. In addition, Doble shall not be liable or responsible to the extent Doble's performance under these terms and conditions is prevented, delayed or hindered by any pandemic, epidemic or outbreak of widespread illness on a local, national or international scale, or any new or escalated circumstances related thereto outside of Doble's reasonable control, including without limitation quarantines, transportation disruptions, government imposed restrictions, labor shortages or delays or failures of performance by Doble's suppliers or carriers. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.
7. **Warranty.**
 - A. Sold Goods. Unless expressly stated otherwise in the applicable quotation, all Products sold by Doble are warranted to be free from defects in material and workmanship for a period of one year after shipment. During the one (1) year warranty period, upon prompt written notice of defect and confirmation that the Product has been stored, integrated, installed, operated and maintained in accordance with Doble's recommendations and standard industry practice, Doble will, at its option, repair or replace any defective products or components thereof at no additional charge. Doble shall be responsible for arranging and paying for shipment of a Product for warranty service to and from Doble's applicable facility; provided that Buyer shall be responsible for shipping charge(s) in the event that Doble determines any repair(s) are outside of the applicable warranty coverage including, but not limited to, clear mishandling of the Product. Any component of a Good that is sold, but is not marketed by Doble as a Product itself, is hereby a "Part." All Parts sold by Doble are hereby Goods, except that the warranty period of Parts is limited to six (6) months.
 - i. Solely regarding Morgan Schaffer Products: a) such warranty period shall be for a period of thirty (30) months from the date of the applicable shipment; b) for repaired or refurbished equipment and spare parts, such period shall be one (1) year from the date of shipment; and c) Morgan Schaffer shall pay for the transportation of returned Goods and Parts to be repaired or replaced during the applicable warranty period.
 - ii. Solely regarding Phenix Technologies Goods: a) Doble shall not pay for the transportation of returned Goods and/or Parts to be repaired or replaced during the applicable warranty period; b) If Doble replaces a Part at a Doble facility, then such replaced Part only shall be subject to a three (3) month warranty from the date of replacement or shall be covered under its remaining initial sold goods warranty period, whichever is greater; c) if Buyer engages in the replacement of a Part at its own facility, then such Part shall be subject to a one (1) month warranty from the date of replacement; d) calibration of any Good shall only be covered under warranty if the replaced Part would

¹ This will be modified for other Doble international offices, as stated in the applicable quote or proposal.

- have affected the calibration.
- iii. Solely with regard to Doble's product lines of the F6 and F8 series of equipment, the applicable warranty term for each shall be three (3) years from the date of the EXW shipment from Doble's designated facility. All other terms of the warranty shall remain unchanged from §7A herein.
- iv. Exclusions. a) Any of the above-stated warranty(ies) shall be immediately rendered null and void if the applicable Good has been tampered with, whether during or outside of the warranty term. Any such tampering shall be understood to include any unauthorized repair attempt(s) by a non-Doble employee or similar authorized third party retained by Doble to perform the applicable warranty work. b) Calibration of a Good shall not be deemed to be warranty work, except to the extent that the Goods or Parts need to be calibrated directly due to an authorized warranty repair service on that Good or Part, in which case Doble will issue a new certificate which would then be subject to the applicable warranty. c) any formally-declared Doble sales initiative expressly stating the scope and parameters under which a Good or Part will be subject to a separate or additional warranty, such as for a product recall, engineering change notice update, or extended warranty scenario(s).
- B. Leased Goods.
 - i. Definition. For a recurring annual fee, or as otherwise expressly agreed by each party to this Agreement in a signed writing, Doble may provide a package of rentable equipment, Services associated with such rental, and benefits. Such combination of rented equipment, Services, and benefits are hereby, collectively, a "Lease" by name, but the legal and practical nature of the Lease shall only be as expressly set forth herein this Agreement.
 - ii. Perpetual Warranty. For so long as a Lease is renewed by the parties, Doble shall, to the extent reasonably possible, promptly repair, adjust, upgrade, or replace, as Doble in its sole discretion believes the circumstances may warrant, any impaired Leased Goods returned by Buyer to Doble at Marlborough, Massachusetts or other site as expressly directed by Doble:
 - 1. Without charge to Buyer for transportation, including handling costs where applicable, or for Doble's actual cost of repair, adjustment, or replacement, if the impairment is solely occasioned by inherent defect;
 - 2. on payment by Buyer of charges for transportation, including handling costs where applicable, but without charge to Buyer for Doble's actual cost of repair, adjustment or replacement, if the impairment is primarily occasioned by reasonable wear and tear; and
 - 3. on payment by Buyer of charges for transportation, including handling costs where applicable, and for Doble's actual cost of repair, adjustment or replacement, if the impairment is primarily occasioned by any cause other than inherent defect or reasonable wear and tear.
 - iii. Benefits attributable to any Lease shall be as detailed in an applicable Doble- issued Lease quotation.
 - iv. The option to rent Goods or Services on a yearly basis, or longer, a la carte may also be made available by Doble to Buyer, but, unless expressly stated in the quotation, any rented, but not Leased, Goods are not eligible for the Perpetual Warranty and only include a warranty, Services, or benefits as described in the quotation only.
- C. Short-Term Rentals.
 - i. Definition. Unless otherwise mutually agreed upon in writing, any rental of Doble Goods with an initial rental period of less than 365 days is a "Short-Term Rental".
 - ii. To the extent that a Buyer that has executed a Short-Term Rental, such Buyer shall only be eligible for Perpetual Warranty service on such Short-Term Rental if the Buyer is also a current Lease purchaser. Otherwise, Buyer's Short-Term Rental shall be entitled to the sold Goods warranty described in paragraph A hereof, except, as to any Short-Term Rental that has not been stored, integrated, installed, operated and maintained in accordance with Doble's recommendations and standard industry practice, Buyer shall be responsible for all costs associated with transportation, including handling costs where applicable, and for Doble's actual cost of repair, adjustment or replacement.
- D. Field and Development Services.
 - i. Development Services Definition. Any Services offered to Buyer by Doble where Doble will develop hardware, software, or customizations of existing hardware or software, for Buyer are hereby Development Services.
 - ii. Field and Consulting Services Definition. Any Services offered to Buyer by Doble where Doble must go on site to perform or where Doble is providing consulting Services and such Services are not part of an existing Lease package and do not include Development Services, are hereby Field and Consulting Services.
 - iii. Standard of Performance. Doble warrants that Development Services and Field and Consulting Services (collectively "FD Services") will be performed in accordance with generally accepted professional standards. The FD Services warranty period ("FD Warranty Period") shall be for a period of twelve months from the date of Buyer acceptance, but no longer than fifteen (15) months from Doble's submission to Buyer of a final test report in the case of Field and Consulting Services or, alternatively, Doble delivery of final deliverables to Buyer in the case of Development Services, whichever comes first. During the FD Warranty Period, upon prompt written notice of nonconforming Service, Doble will reperform the nonconforming Services at no additional charge.
 - 1. All warranty work will be performed during normal working hours. If Buyer desires expedited warranty service, Buyer agrees to pay overtime for any warranty work performed outside of normal working hours.
 - 2. If Doble is unable or unwilling to reperform the nonconforming Services, or if reperformance does not remedy the nonconformity, Doble and Buyer shall negotiate an adjustment in the price for the applicable nonconforming Services.
 - 3. Doble only warrants that the FD Services were performed in a professional manner. Except as may otherwise be expressly agreed by both parties in writing, Doble makes no warranty or representation as to the condition of any electrical apparatus or recommendation as to how Buyer should interpret or utilize any final reports or other deliverables.
 - 4. For FD Services involving installation and/or commissioning of Doble or third party instruments, software, or equipment, Doble's warranty does not apply in the event that Doble has performed, installed, or otherwise implemented the FD Services upon an electrical apparatus which has changed subsequent to the performance of the FD Services or has been damaged as a result of accident, misuse, abuse or as a result of modification by anyone other than Doble or an authorized Doble representative.
 - iv. Acceptance by Buyer. Doble will submit a test report ("Test Report") to Buyer upon completion of the FD Services. Within thirty (30) days of receipt of the Test Report, Buyer shall notify Doble in writing of any nonconforming FD Services. Doble shall, within a reasonable time, remedy any specified nonconformity in accordance with the warranty obligations of this Section 7(D). If Buyer does not issue a notice of nonconformity, Buyer's acceptance or the FD Services shall be considered final as of the thirty-first (31st) day following the date of Doble's submission of the Test Report.
- E. In-House Lab Services.
 - i. Materials Laboratory Services Definition. Any Services offered to Buyer by Doble where Doble will perform in-house testing of a Buyer-submitted oil, dielectric material, or other specimens is hereby "Materials Laboratory Services".
 - ii. High Voltage Laboratory Services Definition. Any Services offered to Buyer by Doble's High Voltage Laboratory where Doble will perform in-house testing or investigations of Buyer-submitted instruments, parts, materials, or other equipment is hereby "High Voltage Laboratory Services".
 - iii. Doble warrants that Materials Laboratory Services and Voltage Laboratory Services (collectively "Laboratory Services") will be performed in accordance with generally accepted professional standards. The warranty period ("Laboratory Warranty Period") shall be for a period of six (6) months from Doble's submission to Buyer of the final test report ("Test Report"). During the Laboratory Warranty Period, upon prompt written notice of nonconforming Service, Doble will, where applicable, reperform the Services. If, in Doble's sole discretion, the results of the reperformance are materially different from the initial results, then the reperformance shall be at no additional charge to Buyer. However, if reperformance yields materially the same results, the Buyer will be responsible for the purchase of a second testing.
 - 1. All warranty work will be performed during normal working hours. If Buyer desires expedited warranty service, Buyer agrees to pay overtime for any warranty work performed outside of normal working hours.
 - 2. If Doble is unable or unwilling to reperform the nonconforming Services, or if reperformance does not remedy the nonconformity, Buyer may inspect all records relating to any testing provided such inspection occurs during the Laboratory Warranty Period.
 - 3. Doble only warrants that the Laboratory Services were performed in a professional manner. Except as may otherwise be expressly agreed by both parties in writing, Doble makes no warranty or representation as to the condition of any samples, parts, instruments, or other equipment or recommendation as to how Buyer should interpret or utilize any Test Reports or other deliverables.
 - 4. All samples, parts, instruments, or other equipment shipped to Doble for Laboratory Services shall be shipped to, and, if to be returned, from, Doble at Buyer's sole expense and risk of loss.
 - iv. Acceptance by Buyer. Doble will submit a test report ("Test Report") to Buyer upon completion of the Laboratory Services. Within thirty (30) days of receipt of the Test Report, Buyer shall notify Doble in writing of any nonconforming Laboratory Services. Doble shall, within a reasonable time, remedy any specified nonconformity in accordance with the warranty obligations of this Section 7(E). If Buyer does not issue a notice of nonconformity, Buyer's acceptance or the Laboratory Services shall be considered final as of the thirty-first (31st) day following the date of Doble's submission of the Test Report.
- F. Doble-Hosted Software Services. All software-based services hosted by Doble shall be warranted as detailed in the applicable end user license agreement for such Product.
- G. Other Services. All other Services not detailed in this section shall be warranted only as detailed in the applicable quotation for such Services.
- H. THE FOREGOING LIMITED WARRANTIES OF THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. IN NO

EVENT SHALL DOBLE BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR AS THE RESULT OF, THE SALE, DELIVERY, NON-DELIVERY, SERVICING, PERFORMANCE, FAILURE TO PERFORM, ASSEMBLY, USE, LOSS OF USE OR FAILURE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED, OR ANY DAMAGE OR LOSS OR LOSS OF USE OF PROPERTY, EQUIPMENT OR POWER SYSTEMS OR THE COST OF CAPITAL OR THE COST OF PURCHASED OR REPLACEMENT POWER OR TEMPORARY EQUIPMENT EXPENSES, LOST PROFITS, LOST SAVINGS, OR OTHER DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF DOBLE MAY HAVE BEEN NEGLIGENT. IN NO EVENT SHALL DOBLE'S LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED THE FACE VALUE OF THE PURCHASE ORDER IN RESPECT OF WHICH DAMAGES ARE CLAIMED. THIS LIMITED WARRANTY DOES NOT EXTEND TO ANY PRODUCTS WHICH HAVE BEEN DAMAGED AS A RESULT OF ACCIDENT, MISUSE, ABUSE, OR AS A RESULT OF MODIFICATION BY ANYONE OTHER THAN SELLER OR AN AUTHORIZED SELLER REPRESENTATIVE.

- i. The remedies of the Buyer set forth herein are exclusive. No action, regardless of form, arising out of the transactions under this contract may be brought by Buyer more than one (1) year after the cause of action has accrued. Any Products supplied by Doble but manufactured by others are warranted only to the extent of the manufacturer's warranty. Any claim for breach or warranty or other action relating to the Products must be commenced by Buyer within one year after the date of shipment of the Products.
- ii. Doble warrants that any Product purchased by Buyer hereunder will be delivered free of any and all rightful claims, demands, liens or encumbrances. In the event of claim regarding defect to title, Buyer shall promptly notify Doble and Doble, at its expense, will defend the title to any affected Product or part and if unsuccessful will promptly provide to Buyer at no cost, replacement parts or equipment which complies with this warranty.
8. **No Rights in Doble's Trademarks.** Buyer shall not have any ownership right, title or interest, express or implied, in the intellectual property, trademarks, trade names, service marks, logotype, advertising and/or designs, markings or other commercial symbols associated with the Products, including but not limited to the name "Doble" (collectively, "Trademarks") and expressly acknowledges Doble's exclusive right, title and interest in the Trademarks.
9. **Patent Infringement.**
 - A. Doble shall, at its expense, defend any suit brought against Buyer based on a claim that any Product furnished by Doble pursuant to this Agreement constitutes an infringement of any United States or Canadian patent, and Doble shall pay all judgments and costs recovered against Buyer in any such suit and shall reimburse Buyer for costs or expenses incurred by Buyer in the defense of any such suit, provided that Buyer gives Doble prompt notice of such suit, reasonable assistance in the defense thereof, and full opportunity to control all aspects of the defense thereof, including settlement. In the event such Product is held to constitute infringement, and the use of the Product is enjoined, Doble shall, at its option: (i) procure for Buyer the right to continue using the Product; (ii) replace it with non-infringing Product; (iii) modify it so it becomes non-infringing; or (iv) refund the price paid by Buyer for the Product and direct the Buyer to return the Product, at Doble's expense or to destroy the Product.
 - B. Doble's liability for patent infringement shall not apply to: (i) any Products supplied according to any custom design specified or required by Buyer; or (ii) any Modifications of or Product or combinations of the Product with another product not furnished by Doble. If a suit is brought against Doble on account of the items set forth in this section 9B(i) or (ii) above, Buyer shall indemnify Doble in the same manner and to the same extent that Doble would indemnify Buyer pursuant to paragraph 9A.
10. **Transfer of Products by Buyer.** In the event Buyer transfers to a third party any purchased Product supplied hereunder or any right or interest therein, Buyer agrees to indemnify, defend and save Doble harmless from any and all liability of Doble to such transferee or any subsequent transferee in excess of what Doble's liability would have been if such transferee had been bound by these Terms and Conditions of Sale in the same manner as Buyer.
11. **Delay or Termination.**
 - A. Delay requested by or resulting from Buyer. Buyer may request that the delivery date for an order or for certain Products within an order be delayed or rescheduled. If Doble accepts such request and delays or reschedules shipment or performance, Buyer agrees to pay Doble for any fees Doble may charge and/or costs Doble incurs for accepting such delay or rescheduling. In addition, if the prices of the Products change during the period in which delivery of the order is delayed, Doble shall be entitled, at its option, to charge Buyer the prices in effect at the time the Products are shipped or performed, instead of the prices in effect at the time the order was placed. Any order held, delayed, or rescheduled beyond a reasonable period of time may be treated by Doble as a Buyer termination under section (b) below. In the event that Buyer fails for any unexcused reason to retrieve the Products from Doble by the date stated on the purchase order ("PO"), and provided that Doble has complied with the stated shipment date, Buyer shall be responsible for paying to Doble additional charges reflecting the reasonable additional costs that Doble has incurred in storing the Products on Buyer's behalf for an extended period of time ("Storage Charges"). Doble may, but is not obligated to, charge Buyer the Storage Charges that amount to One Percent (1.0%) per week of the total Product price as stated on the PO for any failure to pick up the Product by the date stated on the PO. Should Buyer continue to fail to pick up the Products, the Storage Charges shall increase cumulatively by an additional One Percent (1.0%) for each additional week delayed. Payment for Storage Charge shall be made within 15 days from the date of the applicable invoice.
 - B. Termination of Orders by Buyer. Products cannot be returned, and orders once accepted cannot be cancelled, without Doble's prior specific written consent (and at Doble's sole and absolute discretion). Goods authorized for return and/or Doble approved cancellation orders shall be subject to handling, restocking and/or cancellation charges which will include indemnification of Doble against all direct incidental and consequential loss or damage including but not limited to: direct costs; overhead and other costs which are allocable or apportionable under reasonable accounting practices to the order; storage fees; handling and transportation costs; material or personnel expenses of Doble; and lost profits. Payment for restocking and cancellation charges shall be made within 15 days from date of invoice. Buyer shall be responsible for any loss related to or any additional fees that may become applicable due to Buyer's failure to return any Goods to Doble with a clearly marked, Doble-issued, return merchandise authorization (RMA) number, regardless of whether such Goods was received by Doble. Unless otherwise specified in the applicable quotation, in the case of Lease, rented equipment, and other ongoing Services extending for a year or more, Buyer's order for such Services shall automatically renew at Doble's then current rates at the end of any term unless Buyer advises Doble of its desire to terminate prior to 60 days before the end of a current billing term.
 - C. Delay for reasons beyond Doble's Control. When Products are ready for shipment and shipment cannot be made because of reasons beyond Doble's control, Doble shall submit an invoice for such Products payable upon receipt thereof and shall, upon written notice to the Buyer, store such Products for Buyer's benefit. In such event, the following conditions shall apply: (i) Products will be stored in a segregated area and tagged as property of Buyer; (ii) Risk of loss of the Products shall pass to the Buyer upon moving the Products to the segregated storage area; and (iii) All expenses incurred by Doble in connection with the storage of products, including demurrage, the cost of preparation for storage, storage charges, insurance if placed, and handling charges shall be payable by the Buyer upon submission of invoices by Doble.
 - D. Termination of Orders by Doble. For any material breach of these terms and conditions by Buyer, Doble shall have the right to cancel any order at any time without penalty by written notice to the Buyer.
12. **Buyer's Premises.** If in connection with the sale of the Products, Doble is required to perform any work in Buyer's premises, Buyer will be solely responsible for isolation and disconnection of any equipment or apparatus to be tested, if applicable. Buyer will be responsible for the supervision, control, health and safety of Buyer's personnel. Buyer will comply with and ensure that its personnel are properly trained and licensed under all laws and regulations relating to health, safety and/or the environment that are applicable in the Buyer's country and jurisdiction including federal, state, and local laws (or international equivalent) and any revisions to such laws or successor legislation. In the event Buyer fails to provide a working environment that meets the requirements set forth herein, such failure is hereby deemed a material breach and Doble has the right to terminate any such order in accord with Section 11(D).
13. **Product Notices.** Buyer shall provide all direct users or purchasers of any Doble equipment (including its employees) with all Doble supplied product notices, warnings, instructions, recommendations, and similar materials.
14. **Limitation on Assignment.** Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other except that Doble shall have the right to subcontract or delegate any portion of its obligations to any party or assign all its rights and obligations to any company with which it is affiliated or to any corporation into which it shall be merged, with which it shall be consolidated, or by which it, or all or substantially all of its assets, shall be acquired.
15. **Choice of Law.** The rights and remedies of the parties hereunder shall be governed by the laws of the ~~Commonwealth of Massachusetts~~ State of Florida without regard to the choice-of-law rules thereof, and the parties agree that jurisdiction and venue for any action arising out of the terms and conditions herein shall be exclusively in state or federal courts located in ~~Florida~~ Massachusetts, United States of America. Prior to initiation of any legal action by either party, the parties shall attempt in good faith to resolve any dispute promptly by negotiation between their duly authorized representatives. In connection with such negotiations, the parties agree to honor reasonable requests for information and to meet within 30 days of a request by the other party at a mutually acceptable time and place. Notwithstanding the provisions of this section, (i) in the case where the Doble contracting party is Morgan Shaffer Ltd. and provided that the applicable transactions solely take place within Canada, the rights and remedies of the parties hereunder shall be governed by the laws of the Province of Quebec, Canada and the federal laws of Canada applicable therein; and (ii) in the case where the Doble contracting party is Manta Test Systems Ltd. and provided that the applicable transactions solely take place within Canada, the rights and remedies of the parties hereunder shall be governed by the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein. For greater certainty, the United Nations Convention on Contracts for the International Sale of Goods, including its adoption by the Province of Ontario under the International Sales of Goods Act (Ontario), shall not apply to the Agreement.
16. **Compliance with Laws.** Each party agrees to comply with all applicable local, state and federal laws, and executive orders and regulations in the performance of this Agreement. Each party shall indemnify the other party against any loss, cost, damage or liability by reason of such party's violation of this section. Specifically, neither the party nor any of its subsidiaries nor, to the knowledge of the applicable party, any director, officer, agent, employee or affiliate of the party or any of its subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and neither party will directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any

U.S. sanctions administered by OFAC. Additionally, each party agrees to comply with all modern slavery and human trafficking regulations that are applicable to the party, and the transaction.

17. **Legal Fees.** In the event of any litigation arising herefrom, Doble shall be entitled to recover from Buyer all reasonable legal fees, costs and expenses incurred by Doble in enforcing any of Doble's other rights hereunder.
18. **Waiver.** Waiver by Doble of any breach of these terms and conditions shall not be construed as a waiver of any other breach, and failure to exercise any right arising from any default hereunder shall not be deemed a waiver of such right which may be exercised at any subsequent time.
19. **Confidentiality.** In connection with the performance of this Agreement, the parties may share and/or exchange proprietary, sensitive and confidential business information with one another. This may include, but is not limited to, know-how, documents, designs, drawings, processes, bills of material, specifications, proposed pricing or other information that is conspicuously marked as proprietary ("Proprietary Information"). Without limiting the generality of the foregoing definition, the parties specifically acknowledge that all Buyer specific information relating to Buyer's assets is deemed Proprietary Information. Each party is required to hold the other party's Proprietary Information in the strictest confidence; to protect it from disclosure and unauthorized use; to not release it to any third party without the disclosing party's express written consent; and to only use such Proprietary Information in connection to perform its obligations under this Agreement. Doble will be permitted to retain technical data for the sole purpose of creation of statistical models showing representative characteristics of operating data, but without any specific links or identification to the Buyer, the Buyer's Assets or configuration in which the asset was originally linked. **Notwithstanding the foregoing, the term "Confidential Information" shall not include any information which constitutes a public record pursuant to Chapter 119, Florida Statutes (known as Florida's Public Records Act).**
20. **Exceptions and Special Terms.** Subject to Section 1, no requested alterations to the terms of this Agreement shall be valid except by Doble's express authorization. Any such mutually agreed-upon alterations to the terms of this Agreement shall be set forth in a separate schedule, which shall be deemed Schedule A to this document and will and must be signed by both parties and include the full legal names of both parties and the date of signing. Such Schedule A shall be effective as to the later of the two dates in the signature block.
21. **Entire Agreement.** This document, together with the applicable quote and/or order confirmation, contains the entire agreement between Doble and Buyer and constitutes the final, complete and exclusive expression of the terms of the agreement, all prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter hereof being merged herein.
22. **Severability.** In the event that any provision hereof shall violate any applicable statute, ordinance, or rule of law, such provision shall be ineffective to the extent of such violation without invalidating any other provision hereof. Notwithstanding the foregoing, to the extent the rights and remedies hereunder are governed by Canadian law in accordance with Section 15, if any section, subsection, sentence or clause hereof shall be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of these terms and conditions as a whole or of any article, subsection, sentence or clause hereof not so adjudged, and the remaining terms and provisions of this shall remain unimpaired and in full force and effect.
23. **Timely On-Site Performance by Doble.** Any timely on-site performance by Doble is contingent upon Buyer providing Doble with: (i) an appropriate work area; (ii) unrestricted access to Buyer's assets (which will be isolated and disconnected by Buyer, if applicable); (iii) all required technical information and data, including drawing approvals, and required commercial documentation; (iv) removal or remedy of obstructions to or interruptions in the performance of the Services; (v) any special instrument necessary for the performance of the Services as specified in the quotation and (vi) the support of Buyer's employees, as needed.
24. **Choice of Language.** The parties have requested and do hereby confirm their request that the present contract be in English only. LES PARTIES DECLARENT QU'ILS ONT EXIGÉ ET PAR LES PRÉSENTS CONFIRMENT LEUR DEMANDE QUE CE CONTRAT SOIT REDIGÉ EN ANGLAIS SEULEMENT.
25. **No Waiver of Sovereign Immunity.** Nothing herein is intended to waive sovereign immunity by the City of Ocala to which sovereign immunity may be applicable, or of any rights or limits or 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 processing brought under this Agreement is barred by any applicable statute of limitations.
26. **Taxes.** The City of Ocala is exempt from all federal excise and state sales taxes (State of Florida's Consumer Certification of Exemption #85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Doble shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City of Ocala, nor shall Doble be authorized to use the City of Ocala's Tax Exemption Number for securing materials listed herein.

Modifications to Master Terms and Conditions approved by Doble Engineering Company

Signed by:

Signature:

Steve Noble

AA5EA329F5FD468

Printed Name: Steve Noble

Title: Sales Operations Manager

Date: 11/17/2025

Approved as to form and legality:

Signed by:

William E. Sexton, Esq.

4A55AB8B4ED04F3

William E. Sexton, Esq. City Attorney

City of Ocala:

Signed by:

Janice Mitchell

55198B43858A4E1

Janice Mitchell

CFO

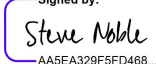
Certificate Of Completion

Envelope Id: 33101E72-78E1-4255-961E-78F5F626E413	Status: Completed
Subject: SIGNATURE: 2025-26 RTS Maintenance Renewal (ELE/220852)	
Source Envelope:	
Document Pages: 6	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Patricia Lewis
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	plewis@ocalafl.org
	IP Address: 216.255.240.104

Record Tracking

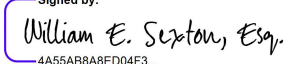
Status: Original	Holder: Patricia Lewis	Location: DocuSign
11/17/2025 10:06:04 AM	plewis@ocalafl.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: Docusign

Signer Events

Signer Events	Signature	Timestamp
Steve Noble snoble@doble.com Sales Operations Manager Security Level: Email, Account Authentication (None)	<p>Signed by:</p>  <p>AA5EA329F5FD468...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 96.230.47.10</p>	<p>Sent: 11/17/2025 11:47:45 AM</p> <p>Viewed: 11/17/2025 12:00:23 PM</p> <p>Signed: 11/17/2025 12:01:31 PM</p>

Electronic Record and Signature Disclosure:

Accepted: 11/17/2025 12:00:23 PM
ID: fc7c9827-47ff-4bb7-81d5-ac0653a9519e

William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	<p>Signed by:</p>  <p>4A55AB8A8ED04F3...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104</p>	<p>Sent: 11/17/2025 12:01:32 PM</p> <p>Viewed: 11/17/2025 1:59:31 PM</p> <p>Signed: 11/17/2025 2:08:55 PM</p>
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Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 9:02:35 AM
ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

Janice Mitchell jmittell@ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	<p>Signed by:</p>  <p>55198B43858A4E1...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104</p>	<p>Sent: 11/17/2025 2:08:56 PM</p> <p>Viewed: 11/17/2025 3:07:28 PM</p> <p>Signed: 11/17/2025 3:09:05 PM</p>
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Electronic Record and Signature Disclosure:

Accepted: 11/17/2025 3:07:28 PM
ID: ec88e314-000f-4ef3-b532-8a5e36e9e73e

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
Jonathan O. Nilsen jnilsen@doble.com Senior Counsel Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/17/2025 11:08:15 AM ID: c837e222-a329-4e13-a571-75a4f0c62ae5	<div>COPIED</div>	Sent: 11/17/2025 11:47:47 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/17/2025 10:10:58 AM
Certified Delivered	Security Checked	11/17/2025 3:07:28 PM
Signing Complete	Security Checked	11/17/2025 3:09:05 PM
Completed	Security Checked	11/17/2025 3:09:05 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Q-412538 - USD 10,500.00



Quotation

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

Phone: 519-342-0195

Quote #: Q-412538-1
Issue Date: 4 Nov, 2025
Expires On: 26 Dec, 2025

Bill To
Daniel Del Visco
Ocala Police Department (FL)
402 South Pine Avenue
Ocala, Florida 34471
United States
(352) 230-7717
ddelvisco@ocalapd.gov

Ship To
Jon Guthrie
Ocala Police Department (FL)
402 S Pine Ave
Ocala, Florida 34471
United States
13523697001
jguthrie@ocalapd.gov

End User
Savannah Moore
Ocala Police Department (FL)
402 S Pine Ave
Ocala Florida 34471
United States
3523697141
smoore@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
WTS60	Witness Term License	27 Dec, 2025 to 26 Dec, 2026	USD 5,250.00	1	USD 5,250.00
WTS00B	Witness Bundle		USD 0.00	1	USD 0.00
WTS60	Witness Term License	27 Dec, 2025 to 26 Dec, 2026	USD 5,250.00	1	USD 5,250.00
WTS40	Witness USB Dongle		USD 0.00	1	USD 0.00
5F000	Free Shipping		USD 0.00	1	USD 0.00

Witness renewal dongle W20231020000204 and the addition of a 2nd WT	Sub-Total	USD 10,500.00
	Taxes	USD 0.00
	Grand Total	USD 10,500.00


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.

Q-412538 - USD 10,500.00

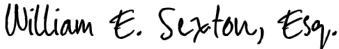
Magnet Forensics may adjust the software term start and/or end date, without increasing the total software license price, based on the date Magnet Forensics activates the software and provided that the total software license term length does not change.

Signature:	<div><div>DocuSigned by:</div><div> 5BB28E162F2E4C2...</div></div>	Date:	____/____/____ 11/20/2025
Name (Print):	<u>Peter Lee</u>	Title:	<u>City Manager</u>

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

Approved as to form and legality:

Signed by:


4A55AB8A8ED04F3...

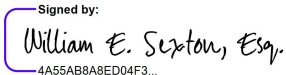
Certificate Of Completion

Envelope Id: BB2B0DF3-E7B1-4904-A343-4CBB1EBD63A4	Status: Completed
Subject: SIGNATURE - Additional License for Magnet Forensics Witness (OPD/260122)	
Source Envelope:	
Document Pages: 2	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Patricia Lewis
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	plewis@ocalafl.org
	IP Address: 216.255.240.104

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Status: Original	Holder: Patricia Lewis	Location: DocuSign
11/14/2025 12:53:07 PM	plewis@ocalafl.org	
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Signer Events

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	<p>Signed by:</p>  <p>4A55AB8A8ED04F3...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104</p>	<p>Sent: 11/14/2025 12:56:34 PM</p> <p>Viewed: 11/17/2025 10:46:55 AM</p> <p>Signed: 11/17/2025 10:47:16 AM</p>

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)	<p>DocuSigned by:</p>  <p>5BB28E162F2E4C2...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 2a04:4e41:3e03:7f9c::62a2:ef9c Signed using mobile</p>	<p>Sent: 11/17/2025 10:47:17 AM</p> <p>Viewed: 11/20/2025 6:40:42 AM</p> <p>Signed: 11/20/2025 6:40:52 AM</p>
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Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/14/2025 12:56:34 PM
Certified Delivered	Security Checked	11/20/2025 6:40:42 AM
Signing Complete	Security Checked	11/20/2025 6:40:52 AM
Completed	Security Checked	11/20/2025 6:40:52 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.



CONTRACT# ELE/230220

FIRST AMENDMENT TO AGREEMENT FOR DIRECT PURCHASE UNIFORM PROGRAM MANAGEMENT

THIS FIRST AMENDMENT TO AGREEMENT FOR DIRECT PURCHASE UNIFORM PROGRAM MANAGEMENT ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **TYNDALE ENTERPRISES, INC.**, a foreign for-profit corporation duly organized in the state of Pennsylvania and authorized to do business in the state of Florida (EIN# 23-2189889) ("Vendor").

WHEREAS, on October 12, 2023, City and Vendor entered into an Agreement for Direct Purchase Uniform Program Management (the "Original Agreement"), City of Ocala Contract Number: ELE/230220 for a three-year term, from August 2, 2023 to August 1, 2026; and

WHEREAS, City and Vendor now desire to update the pricing schedule attached to the Original Agreement **as Exhibit B**, and update the invoicing information contained in the Original Agreement.

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 Vendor agree as follows:

1. **RECITALS.** City and Vendor 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 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. **AMENDMENT TO EXHIBIT B.** The document attached to the Original Agreement as Exhibit B – Price Proposal is hereby deleted in its entirety and replaced with Amended Exhibit B – Price Proposal.
4. **AMENDMENT TO PARAGRAPH 4.C.** The language in Paragraph 4.C. in the Original Agreement is hereby deleted in its entirety and replace with the following language:

Monthly invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **Ocala Electric Utility, Attn: Brittany Craven, 1805 NE 30th Avenue, Bldg. 400, Ocala, Florida 34470**, E-mail: bcraven@ocalafl.gov and elecamingrp@ocalafl.gov.

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:



CONTRACT# ELE/230220

If to Vendor:

Tyndale Enterprises, Inc.
Attn: Barbara Fitzgeorge, VP of Marketing
5050 Applebutter Road
Pipersville, Pennsylvania 18947-1808
PH: 215-766-5660
E-mail: marketing@tyndaleusa.com

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.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

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

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



CONTRACT# ELE/230220

IN WITNESS WHEREOF, the parties have executed this First Amendment on
11/13/2025.

ATTEST:

CITY OF OCALA

Signed by:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

Signed by:

Janice Mitchell

Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

TYNDALE ENTERPRISES, INC.

Signed by:

William E. Sexton, Esq.

William E. Sexton, Esq.
City Attorney

Signed by:

Barbara Fitzgeorge

BBCA4AD2A88F4A0...

By: Barbara Fitzgeorge
(Printed Name)

Title: VP Marketing
(Title of Authorized Signatory)

Amended Exhibit B - Price Proposal

CONTRACT# ELE/230220

National Account	Master Item	Gender	Master Item Description	Base Price
CITOCA	C0CSZ-ORG	Mens	SS T-SHIRT W/PKT 6.1OZ COTTON	\$12.00
CITOCA	C0AAC-BLK	Mens	K87 CARHARTT 6.75 OZ WW T-SHIRT	\$19.95
CITOCA	C0AAC-BLU	Mens	K87 CARHARTT 6.75 OZ WW T-SHIRT	\$19.95
CITOCA	C0AAC-CHT	Mens	K87 CARHARTT 6.75 OZ WW T-SHIRT	\$19.95
CITOCA	C0AAC-DES	Mens	K87 CARHARTT 6.75 OZ WW T-SHIRT	\$19.95
CITOCA	C0AAC-HGY	Mens	K87 CARHARTT 6.75 OZ WW T-SHIRT	\$19.95
CITOCA	C0AAC-NVY	Mens	K87 CARHARTT 6.75 OZ WW T-SHIRT	\$19.95
CITOCA	C0CRZ-ORG	Mens	2000 SS TSHIRT 6.1OZ COTTON	\$9.00
CITOCA	C0GIZ-BLK	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	\$7.00
CITOCA	C0GIZ-CHR	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	\$7.00
CITOCA	C0GIZ-CRD	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	\$7.00
CITOCA	C0GIZ-GLD	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	\$7.00
CITOCA	C0GIZ-LME	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	\$7.00
CITOCA	C0GIZ-LSN	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	\$7.00
CITOCA	C0GIZ-MGA	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	\$7.00
CITOCA	C0GIZ-MRN	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	\$7.00
CITOCA	C0GIZ-NVY	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	\$7.00
CITOCA	C0GIZ-RBL	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	\$7.00
CITOCA	C0GIZ-SND	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	\$7.00
CITOCA	C0GIZ-WHT	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	\$7.00
CITOCA	C0GIZ-YEL	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	\$7.00
CITOCA	C0GJZ-BLK	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	\$10.00
CITOCA	C0GJZ-CHR	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	\$10.00
CITOCA	C0GJZ-LBL	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	\$10.00
CITOCA	C0GJZ-LME	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	\$10.00
CITOCA	C0GJZ-MRN	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	\$10.00
CITOCA	C0GJZ-NAT	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	\$10.00
CITOCA	C0GJZ-NVY	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	\$10.00
CITOCA	C0GJZ-ORG	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	\$10.00
CITOCA	C0GJZ-RBL	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	\$10.00
CITOCA	C0GJZ-RED	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	\$10.00
CITOCA	C0GJZ-SND	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	\$10.00
CITOCA	C0GJZ-WHT	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	\$10.00
CITOCA	C0NGZ-ORG	Unisex	5250T T-SHIRT 100% COTTON	\$7.00
CITOCA	D215C-NVY	Mens	CARHARTT RLXED CARGO WORK PANT 9.7 CAL	\$160.00
CITOCA	D291Y-NVY	Mens	ARIAT M4 RELAXED RIPSTOP PANT 10 CAL	\$162.60
CITOCA	F026B-FYE	Mens	BULWARK HI VIS LONG SLEEVE HENLEY 8 CAL	\$152.65
CITOCA	F02AB-YEG	Mens	BULWARK LGTWHT HI-VIS LS SHIRT 8 CAL	\$148.65
CITOCA	F02CY-FYE	Mens	DRIFIRE HI-VIS LS T- SHIRT 10 CAL	\$182.55
CITOCA	F02QY-FYE	Womens	DRIFIRE WMNS HI-VIS LS SHIRT 11 CAL	\$156.65
CITOCA	F06DY-FYE	Mens	LAKELAND HI-VIS LS3-BUTTON HENLEY 16.4C	\$142.65
CITOCA	F06GY-FYE	Mens	LAPCO FR HI-VIS LS HENLEY 16.4CAL	\$147.65
CITOCA	F0AQY-FYE	Womens	DRAGNWEAR WMNS PRODRY HIVIS LS HOOD 8.7C	\$195.55
CITOCA	F150Y-FYE	Mens	DRIFIRE HI-VIS UTILITY SHIRT 7OZ MODA	\$210.50
CITOCA	F151Y-FYE	Mens	LAKELAND HI-VIS LS BUTTON DOWN SHIRT 8.9	\$123.70
CITOCA	F15LY-FYE	Mens	DRIFIRE TALL HIVIS BUTTON DOWN WORK SHRT	\$231.45
CITOCA	F190Y-FYE	Mens	NSA HI VIS WORK SHIRT 8 CAL	\$165.00
CITOCA	F230Y-MDS	Mens	WRANGLER 20X VINTAGE BOOT JEAN 18 CAL	\$84.00
CITOCA	F230Y-RNB	Mens	WRANGLER 20X VINTAGE BOOT JEAN 18 CAL	\$84.00

Amended Exhibit B - Price Proposal

CONTRACT# ELE/230220

National Account	Master Item	Gender	Master Item Description	Base Price
CITOCA	F231Y-LAS	Mens	ARIAT M4 RELAXED FIT BOOT CUT JEAN 14CAL	\$120.70
CITOCA	F236C-MNS	Mens	CARHARTT FR RUGGED FLEX RELAX JEAN 12 C	\$130.00
CITOCA	F23FY-AIR	Mens	ARIAT M4 LOW RISE STRETCH JEAN 14 CAL	\$124.70
CITOCA	F23JY-KEL	Mens	ARIAT M7 SLIM STECH LITE JEAN	\$124.70
CITOCA	F23KY-DNM	Womens	DOVETAIL DX BOOTCUT JEANS 14 CAL	\$148.00
CITOCA	F293T-DNM	Womens	TYNDALE FRMC WOMENS RELAXED JEAN 15CAL	\$97.80
CITOCA	F770B-FYE	Mens	BULWARK HI-VIS PULLOVER SWEATSHIRT 20CAL	\$240.40
CITOCA	F938Y-NVY	Womens	NSA WOMEN'S FR SPORTS BRA 4 CAL	\$73.85
CITOCA	F938Y-TAN	Womens	NSA WOMEN'S FR SPORTS BRA 4 CAL	\$73.85
CITOCA	F93GY-TAN	Womens	DRIFIRE WOMENS BOY SHORTS 4.9 CAL	\$54.90
CITOCA	F93HY-TAN	Womens	DRIFIRE WOMENS SPORTS BRA 4.9CAL	\$79.80
CITOCA	F999Y-BLK	Mens	DRAGONWEAR LIVEWIRE BEANIE 32 CAL	\$36.10
CITOCA	J189Y-FYE	Mens	LAPCO FR COTTON HIVIS UNIFORM SHIRT 8.7C	\$123.70
CITOCA	J230T-DNM	Mens	TYNDALE AMTEX RELAXEDBOOTCUT WORKJEAN24C	\$68.85
CITOCA	J230Y-DNM	Mens	WRANGLER FR DNM RELAXED FIT JEAN 24CAL	\$77.85
CITOCA	J233T-DNM	Womens	TYNDALE AMTEX WOMENS JEANS 24 CAL	\$68.85
CITOCA	J23AY-DNM	Mens	WRANGLER FR DNM SLIM FIT JEAN 24 CAL	\$77.85
CITOCA	J23MY-FLT	Mens	ARIAT RELAX FITSTRAIGHTLEG M3 JEAN 20CAL	\$101.75
CITOCA	J23MY-SHL	Mens	ARIAT RELAX FITSTRAIGHTLEG M3 JEAN 20CAL	\$101.75
CITOCA	J23NY-FLT	Mens	ARIAT WORKHORSE BOOT CUT M4 JEAN 20CAL	\$113.75
CITOCA	J770T-FYE	Mens	TYNDALE SIGNAL HIVIS HOODSWTSHIRT 28C	\$225.45
CITOCA	J772T-FYE	Mens	TYNDALE SIGNAL HIVIS ZIP FRNT SWTSHT 28C	\$235.45
CITOCA	K213T-NVY	Womens	TYNDALE LADIES AMTEX CARGO PANT 12.1 CAL	\$90.00
CITOCA	K215T-NVY	Mens	TYNDALE AMTEX UTILITY CARGO PANT 12 CAL	\$90.00
CITOCA	K290C-NVY	Mens	CARHARTT FR CANVAS ORG LOOSE PANT 12CAL	\$100.00
CITOCA	K290T-NVY	Mens	TYNDALE AMTEX WORK PANT W/RULE PKT 15CAL	\$79.80
CITOCA	M034T-FYE	Mens	TYNDALE SIGNAL HI-VIS LS T-SHIRT 11 CAL	\$140.65
CITOCA	M134T-FYE	Unisex	TYNDALE SIGNAL HIVIS LS BTNDWN SHIRT 11C	\$160.60
CITOCA	M24MT-DDN	Mens	TYNDALE VERSA REG FIT FLEX JEAN 20 CAL	\$117.75
CITOCA	M295T-NVY	Mens	TYNDALE FRMC CANVAS PANT 15 CAL	\$102.75
CITOCA	M297T-NVY	Mens	TYNDALE VERSA 5POCKET CASUAL PANT 12 CAL	\$144.65
CITOCA	M93FT-BLK	Mens	TYNDALE THERMAL HAT 16 CAL	\$29.45
CITOCA	S0DJZ-LME	Mens	9118 KISHI HI VIS SHORT SLEEVE SHIRT	\$21.95
CITOCA	S0DJZ-ORG	Mens	9118 KISHI HI VIS SHORT SLEEVE SHIRT	\$21.95
CITOCA	S0DLZ-LME	Mens	KISHIGO HI VIS BLACK LS SHIRT	\$36.95
CITOCA	S0DLZ-ORG	Mens	KISHIGO HI VIS BLACK LS SHIRT	\$36.95
CITOCA	S0DMZ-LME	Mens	KISHIGO HI VIS LONG SLEEVE SHIRT	\$23.95
CITOCA	S0DMZ-ORG	Mens	KISHIGO HI VIS LONG SLEEVE SHIRT	\$23.95
CITOCA	T230Y-DTN	Mens	WRANGLER ADVCED CMFRT JEAN 21 CAL	\$85.80
CITOCA	T235B-DNM	Mens	BULWARK RELAXED BOOT STRETCH JEANS 15CAL	\$89.80
CITOCA	T257C-NVY	Womens	CARHARTT FR RUG FLEX WORK PANT 11 CAL	\$120.00
CITOCA	U199Y-FYE	Mens	NSA DH HI VIS WORK SHIRT 8 CAL	\$227.45
CITOCA	W93CY-ANR	Womens	WOOLPOWER WOMENS LONG JOHNS 6.2 CAL	\$114.00

Certificate Of Completion

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Patricia Lewis

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Ocala, FL 34471

plewis@ocalafl.org

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plewis@ocalafl.org

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Pool: City of Ocala - Procurement & Contracting

Location: Docusign

Signer Events

Barbara Fitzgeorge

BFitzgeorge@TyndaleUSA.com

VP Marketing

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

Barbara Fitzgeorge
BBCA4AD2A88F4A0...

Timestamp

Sent: 11/13/2025 7:00:15 AM

Viewed: 11/13/2025 8:40:47 AM

Signed: 11/13/2025 9:01:27 AM

Signature Adoption: Pre-selected Style

Using IP Address: 72.92.83.99

Electronic Record and Signature Disclosure:

Accepted: 11/13/2025 8:40:47 AM

ID: c5db99cd-ff2a-4243-bb79-840b0c6d0281

William E. Sexton, Esq.

wsexton@ocalafl.gov

City Attorney

Security Level: Email, Account Authentication
(None)

Signed by:

William E. Sexton, Esq.
4A55AB8A8ED04F3...

Sent: 11/13/2025 9:01:28 AM

Viewed: 11/13/2025 2:48:53 PM

Signed: 11/13/2025 2:52:06 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

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...

Sent: 11/13/2025 2:52:08 PM

Viewed: 11/13/2025 3:46:51 PM

Signed: 11/13/2025 3:47:14 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Accepted: 11/13/2025 3:46:51 PM

ID: c0ade9ab-86b3-4be2-9964-65712e594db1

Angel B. Jacobs

ajacobs@ocalafl.org

City Clerk

Security Level: Email, Account Authentication
(None)

Signed by:

Angel B. Jacobs
8DB3574C28E54A5...

Sent: 11/13/2025 3:47:16 PM

Viewed: 11/13/2025 3:47:58 PM

Signed: 11/13/2025 3:48:13 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 11/13/2025 3:47:58 PM ID: 8e468b6b-1ce2-4d09-8bb9-e963073fb6a7		
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
Dawndrea Stroehler DStroehler@TyndaleUSA.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/4/2025 6:49:04 PM ID: 30b724f4-1b58-4ecb-b92a-9d693ab0b9a5		Sent: 11/13/2025 7:00:18 AM
	COPIED	
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/14/2025 4:34:08 PM
Certified Delivered	Security Checked	11/13/2025 3:47:58 PM
Signing Complete	Security Checked	11/13/2025 3:48:13 PM
Completed	Security Checked	11/13/2025 3:48:13 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.



Schindler



Schindler

Date: October 24, 2025

Prepared For:

REILLY ARTS CENTER
500 NE 9TH ST
OCALA, FL 34470



Date: October 24, 2025

Estimate Number: 0137064335

To:
REILLY ARTS CENTER
500 NE 9TH ST, FL 34470

Building Name:
REILLY ARTS CENTER
500 NE 9TH ST
OCALA, FL 34470

From:
SCHINDLER ELEVATOR
CORPORATION
ORLANDO FL 32822-5125
Phone: 407 235 1200
Fax: 973-397-3619

EQUIPMENT DESCRIPTION

Qty	Description	Type	Landing Doors	Car Doors	Load	Speed	Equipment Number
1	ELEV 01(3300/53	Gearless	2	2	2,101 lbs	100 fpm	96007463084

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") and **the CITY OF OCALA** ("you") agree as follows:

PREVENTIVE MAINTENANCE PROGRAM

Equipments:

ELEV 01(3300/5300) CAB#3527896954 [96007463084]

Schindler shall furnish Preventative Maintenance at a frequency either determined by the applicable Authority Having Jurisdiction (AHJ) for this location at the time of original commencement, or if no such local requirements exist, in accordance with ASME A17.1. Schindler has developed Maintenance Control Programs (MCPs) for each relevant Equipment type, which meet and exceed ASME code requirements. Our MCPs incorporate tasks, task description, relevant ASME A17.1 code references, and planned performance intervals. These tasks will be completed by a trained Schindler technician. All completed tasks are recorded digitally and are accessible to you, for reference purposes, on our Schindler ActionBoard (web portal).

We will examine, lubricate, and adjust, the Covered Components listed below:

TRACTION ELEVATORS

Basic components:

- **Machine Room Equipment**
Overspeed governors, selectors, minor contacts, wiring, coils, and brushes
- **Controller Equipment**
Resistors, timers, fuses, overload switches, minor contacts, wiring, and coils
- **Car Equipment**
Roller assemblies, loadweighing devices, and car safety devices
- **Door Equipment**
Door operating devices, door protection devices, hangers, closers, interlocks, contacts, and gibs
- **Hoistway and Pit Equipment**
Limit switches, buffers (car and counterweight), and tension sheaves (governor and selector)



- **Signals and Accessories**

Car operating panels, hall stations, in-car and hall lanterns, and their applicable buttons, keyswitches, and bells; signal lamps shall be replaced during regular visits only unless a service request is initiated, in which case that request shall be billable at our standard billing rates

Major components:

- **Machine Room Equipment**

Machines, motors and motor assemblies, sheaves and sheave assemblies, brakes and brake assemblies (including pads, linings, and disks or shoes), selector tape, bearings, hoist ropes or belts, and governor ropes

- **Controller Equipment**

Solid state devices, drives, and PC boards

- **Hoistway and Pit Equipment**

Compensation rope/chain and associated assemblies

- **Additional Items**

Traveling cables and other miscellaneous wiring

CALLBACK COVERAGE

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24/7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician.

Schindler shall provide emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

REPAIRS

As conditions, usage, or as ASME code dictate, Schindler shall repair or replace the Covered Components. Replacements for the Covered Components are available either at a local Schindler location, at our national Service Distribution Center, or within our network of Schindler approved, third-party suppliers.

TESTING OF SAFETY DEVICES

Equipment	Test	Frequency
96007463084	CAT 1	Annually
96007463084	CAT 5	Every 5 Years

Our testing responsibilities do not include fees or changes imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

HOURS OF SERVICE



Unless otherwise noted above, all work shall be completed during our regular working hours of regular working days, excluding elevator trade holidays.

SCHINDLER AHEAD

Schindler Ahead is a digital closed-loop system which, via a dedicated wireless cellular signal, provides remote connectivity between your Equipment and Schindler, allowing us to be notified 24/7 if any connected component or function is operating outside established parameters. Schindler Ahead can help improve your Equipment reliability, provide you with deeper insights, superior convenience, and greater cost control.

Schindler will make every reasonable effort to maintain wireless connectivity. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

Schindler Ahead, your Subscription package, and the digital services described in this agreement require Schindler Ahead Connectivity. If your existing unit(s) are not equipped with the Connectivity to enable the selected services, we will provide a separate invoice for \$2,000 per unit for this cost. By signing this agreement, you agree to pay the costs associated with this activation. Work shall be performed during our regular working hours of our regular working days and will utilize existing elevator wiring. Title to Hardware remains with Schindler. Schindler may replace or modify Hardware at any time. Customer shall promptly provide Schindler access to Hardware and prevent unauthorized access thereto.

This Agreement does not include Schindler Ahead.

If you would like information on upgrading your Core package, please discuss with your sales rep. The upgraded packages are:

Connect – The Connect package includes 24/7 monitoring of your Equipment, which allows for real-time visibility of Equipment operating status, and select operating parameters, on the Schindler ActionBoard (web portal) and ActionBoard Mobile (phone application) platforms. Performance history, reliability data, and many other customizable reports and features, are available on the ActionBoard platforms.

_____ Initial Here to add Connect for \$20 per unit, per month in addition to the subscription price shown in the Price section below

Enhanced – The Enhanced package includes 24/7 monitoring of your Equipment, which allows for real-time visibility of Equipment operating status, and select operating parameters, on the Schindler ActionBoard (web portal) and ActionBoard Mobile (phone application) platforms. Performance history, reliability data, and many other customizable reports and features, are available on the ActionBoard platforms. Additionally, Enhanced customers receive access to Schindler's Elevated Support Professional (ESP) Team. This team analyzes information gathered by Schindler Ahead, which can help reduce equipment downtime in a shutdown situation by performing advanced troubleshooting and can help improve equipment reliability in non-shutdown situations, by scheduling future maintenance on components necessitating it. When appropriate, the ESP Team will communicate with you to schedule service calls. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival (ROA) calls. Schindler will fully cover the cost of any callback during regular hours related to the following situations: Elevator or Escalator Running in normal operation or running under any of the following special services modes: Independent service, Fireman's service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the agreement.

_____ Initial Here to add Enhanced for \$30 per unit, per month in addition to the subscription price shown in the Price section below

The following digital services are also available:



SafeCall – The Schindler Ahead in-car emergency phone service will be added to your digital package. This service includes a cellular connection between your elevator's in-car emergency phone and our Schindler Customer Service Network (SCSN), that handles incoming and outgoing emergency calls with passengers in the elevator. To ensure reliability, Schindler Ahead phone service also provides monitoring of this connection. The availability of this service is contingent upon code approval by the local Authority Having Jurisdiction (AHJ) and having a non-proprietary in-car emergency phone. If selected, please await confirmation of the activation of the service prior to terminating your existing dedicated phone line, to avoid a disruption in service.

_____ Initial Here to add SafeCall for \$40 per unit, per month in addition to the subscription price shown in the Price section below

Visual Alarm Module (VAM) Monitoring – In areas where the local Authority Having Jurisdiction (AHJ) has adopted ASME A17.1-2019 code regarding communication systems for the hearing and speech impaired, Schindler shall provide voice, audio, and text-based communications to the elevator cab. This code requirement is in supplement to the elevator's in-car emergency phone. To enable this service, the necessary hardware to enable communication must be installed, which is subject to an additional one-time charge, if not already present.

_____ Initial Here to add VAM for \$45 per unit, per month in addition to the subscription price shown in the Price section below

The packages above are dependent upon applicable equipment type and hardware installation, which will be installed at the owner's expense. Please contact your Schindler Rep for more information.

EXCLUSIONS

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; freight elevator door straps, cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; below ground or unexposed plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; replacement and disposal of hydraulic oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment. In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, or valves on hydraulic equipment, are not operating correctly, resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

During the term of the Agreement, parts or components may become obsolete. An obsolescence designation shall apply to any of the following scenarios:

- Part or component is no longer in stock and available for purchase from the Original Equipment Manufacturer (OEM)
- Part, component, or equipment was originally installed 20 or more years ago
- Motor Generators

The costs associated with the repair (including refabrication), or replacement, of obsolete parts or components are excluded from this Agreement. Schindler will provide a written proposal for the excluded work. Any repaired part or component will continue to be considered obsolete. If replacement is required, Schindler shall present a written proposal to replace the obsolete part(s) or component(s), including the costs of any associated modifications which



may be necessary to interface with a part or component of a different design, to ensure proper and safe operation of the equipment. Once replaced, the new part or component will be covered by this Agreement.

TERM

This Agreement commences on November 1, 2025, and continues until October 31, 2030, and shall renew ~~(where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.~~ **upon written agreement between the parties.**

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of \$308.47 per month, payable annually in advance (per installment), exclusive of applicable taxes, unless another payment option is accepted below:

Payment Option	Revised Monthly Price	Acceptance (Initial)
Annual in Advance	\$308.47	
Semi-Annual in Advance	\$314.64	
Quarterly in Advance	\$320.81	
Monthly in Advance	\$326.98	

The standard method of invoice delivery shall be by email. Please provide the applicable email address in the Bill To section of the Customer Information section in this document. You agree to immediately update us with any changes to the electronic invoicing address. If you require paper invoices, they shall be subject to a paper invoice administration fee.

Method of payment shall be by check, unless another option is selected below:

- ☐ Direct Debit (Attach copy of voided check)
- ☐ Credit Card (Complete "Other" section within included Customer Information Sheet)

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.



Schindler

The attached terms and conditions are incorporated herein by reference.
Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

Accepted:

DocuSigned by: <i>Kerry Bobo</i>
FC3EC1B2C8404FB...
By: Kerry Bobo
Email: kerry.bobo@schindler.com
For: Schindler Elevator Corporation
Title:
Date: October 24, 2025

DocuSigned by: <i>Ken Whitehead</i>
5677F71E38874F4...
By: Ken Whitehead
Email: kwhitehead@ocalafl.gov
For: City of Ocala
Title: Assistant City Manager
Date: 11/17/2025

Approved:

Approved as to form and legality:

By:
Title:
Date:

Signed by: <i>William E. Sexton, Esq.</i>
4A55AB8A8ED04F3...

**Schindler****CUSTOMER INFORMATION****Owner / Manager Information**

Legal Name of Company:		
Address:		
City:	State:	Zip:
Federal Tax ID #:	Tax Exempt? (if Yes, provide Certificate)	
Primary Contact Name:	Title:	
Email:	Phone:	

Bill To Information

Legal Name of Company:		
Address:		
City:	State:	Zip:
Purchase Order? (if Yes, provide applicable Number)		
Bill To Email #1 (required):		
Bill To Email #2 (optional):		
Accounts Payable Contact Name:		
Email:	Phone:	



Other (if applicable)

Credit Card:	VISA	MC
Name:		
Number:		
Expiration:		Billing Zip:
Signature:		



TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.
2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed premaintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 90 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.
3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.
4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one/half of the remaining amount due under this Agreement.

In the event you decline the automatic renewal, this Agreement shall continue on a month-to-month basis following the termination date, unless terminated by either party in accordance with the above provisions. Schindler will not be responsible for the repair or replacement of any Covered Major Components during renewal periods of less than twelve (12) months.

6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; use of a stopped escalator as a stair; adverse environmental or premises conditions, including but not limited to water damage, power fluctuations, rust, or any other



cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.

7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:

- (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
- (b) Termination of the Agreement on ten (10) days prior written notice; and
- (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

Should we be required to interface with any third-party billing or management systems, we reserve the right to modify the Agreement price to account for additional costs incurred by Schindler.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.

10. You will prevent access to the Equipment, including the SA feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SA, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SA output, nor for claims arising from acts or omissions of others in connection with SA or from interruptions of telephone service to SA regardless of cause. You agree, which obligation shall survive this Agreement, that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/ Completed Ops Aggregate \$5,000,000.
- (c) Auto Liability - \$5,000,000 CSL.
- (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.


Schindler

13. You hereby authorize us to produce single copies of the EPROM and/or ROM chips for each elevator subject to this Agreement for the sole purpose of archival back-up of the software embodied therein. The duplicate chip(s) for a given elevator shall be identified by serial number, or other means, and shall be stored on the building premises in a secured area in the elevator equipment room or you may retain possession. We agree that back-up chips are not for the benefit of purchase or sale, or for use in other elevator systems, and shall be used for no other purpose than the replacement of a defective or damaged chip on the particular elevator. In the event that your continued possession of the computer program should cease to be rightful, we agree that all such archival copies shall be destroyed.

14. You acknowledge that certain replacement parts, such as printed circuit boards or control related parts, may be difficult to obtain. While we do not anticipate problems or delays obtaining such parts, it may be necessary or desirable for you to order such parts directly from the original equipment manufacturer ("OEM"). You agree, in such event, to order parts promptly from the OEM, at any time and from time to time, as specified by us. We agree to reimburse you for the reasonable cost of such parts (as covered by this Agreement) promptly upon receipt from you of copies of the invoice(s) together with appropriate payment documentation.

15. Should conditions arise requiring use of the OEM diagnostic tool, we will promptly notify you. You agree, in such event, to promptly contact the OEM for diagnostic service and repair. You will be responsible for all costs related to such service and repair. You further agree that we shall not be responsible for any delays, damage, costs or claims associated with you or OEM's failure to timely provide a diagnostic tool, and you will indemnify, defend and hold us harmless from any such delays, damage, cost or claim.

PUBLIC RECORDS. Schindler Elevator Corporation ("Schindler") shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Schindler 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 Schindler 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 Schindler or keep and maintain public records required by the public agency to perform the service. If Schindler transfers all public records to the public agency upon completion of the contract, Schindler shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Schindler keeps and maintains public records upon completion of the contract, Schindler 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 SCHINDLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SCHINDLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

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

TERMINATION FOR NON-FUNDING. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Schindler without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

Certificate Of Completion

Envelope Id: 135D0E2D-63B5-474B-8F6E-C79486469877

Status: Completed

Subject: FOR SIGNATURE - Elevator Preventative Maintenance Agreement - Reilly Arts Center (FAC/260139)

Source Envelope:

Document Pages: 12

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Patricia Lewis

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

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

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: Patricia Lewis

Location: DocuSign

11/12/2025 10:38:31 AM

plewis@ocalafl.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

Signer Events

Kerry Bobo

kerry.bobo@schindler.com

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

FC3EC1B2C8404FB...

Signature Adoption: Drawn on Device

Using IP Address: 47.19.155.194

Timestamp

Sent: 11/12/2025 10:48:59 AM

Viewed: 11/12/2025 11:38:44 AM

Signed: 11/13/2025 10:44:12 AM

Electronic Record and Signature Disclosure:

Accepted: 11/12/2025 11:38:44 AM

ID: bbceef28-46c1-4207-b3c1-bcb5494f04cd

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: 11/13/2025 10:44:14 AM

Viewed: 11/13/2025 2:53:04 PM

Signed: 11/13/2025 2:58:48 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:

5677F71E38874F4...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Sent: 11/13/2025 2:58:49 PM

Viewed: 11/17/2025 8:16:48 AM

Signed: 11/17/2025 8:23:07 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events		
Daniel Duquenoy daniel.duquenoy@schindler.com General Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 11/17/2025 8:23:08 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events		
Envelope Sent	Hashed/Encrypted	11/12/2025 10:48:59 AM
Certified Delivered	Security Checked	11/17/2025 8:16:48 AM
Signing Complete	Security Checked	11/17/2025 8:23:07 AM
Completed	Security Checked	11/17/2025 8:23:08 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



CONTRACT# ITS/250475

KnowBe4
33 N Garden Avenue, Suite 1200
Clearwater, FL
33755 US

Created Date 8/1/2025 11:39 AM
Expiration Date 9/30/2025
Quote Number Q-1404977
Payment Terms Net 30

Prepared By Email Colleen Hernandez
colleenh@knowbe4.com

Contact Name Christopher Ramos
Contact Phone 3526292489
Contact Email cramos@ocalafl.org

Bill to Name City of Ocala Florida
110 SE WATULA AVE
OCALA, FL 34471-2180
United States

Ship to Name City of Ocala Florida
110 SE WATULA AVE
OCALA, FL 34471-2180
United States

Description **Notes**

Non Profit Discounting has been applied to this quote.

PRODUCT	DESCRIPTION	TERM (Mos)	UPGRADE	QTY	LIST PRICE	SALES PRICE	MONTHLY NET PRICE	TOTAL PRICE
PHISHER PLUS	KnowBe4 PhishER Plus Subscription	30	X	850	USD 12.96	USD 10.71	USD 0.36	USD 9,103.50

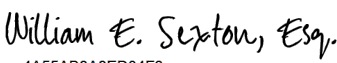
Grand Total USD 9,103.50

Signature 
Name Christopher Webb
Title Chief of Staff
Date 11/14/2025

Terms & Conditions

By accepting this Quote, you confirm that you possess the necessary authority to make this purchase on behalf of your organization and agree to remit payment within the specified terms. The Subscription Term commences upon our processing of this order, which occurs when we receive your signed Quote or accept a corresponding purchase order issued by Customer. For renewals, if the Quote is signed before the expiration of your current Subscription Term, the renewal term will begin on the day after the current Subscription Term expires. Unless included on the invoice, Customer is responsible for any applicable sales and use tax. KnowBe4's Terms of Service (KnowBe4.com/Legal) and Product Privacy Policy (KnowBe4.com/Product-Privacy-Notice) apply, unless mutually agreed otherwise in writing. Any capitalized but undefined terms herein shall have the meanings proscribed to them in the KnowBe4 Terms of Service. IF A PURCHASE ORDER IS REQUIRED BY CUSTOMER, THE PARTIES AGREE THAT ANY ADDITIONAL TERMS CONTAINED THEREIN WILL NOT BECOME PART OF THE AGREEMENT BETWEEN THE PARTIES AND, SPECIFICALLY, THAT THE TERMS OF THIS AGREEMENT WILL SUPERSEDE AND REPLACE ANY AND ALL TERMS IN ANY PURCHASE ORDER.

Approved as to form and legality:

Signed by:

4A55AB8A8ED04F3...

Certificate Of Completion

Envelope Id: 649B78F9-10B7-452F-90DE-DA4595096760

Status: Completed

Subject: SIGNATURE - PhishER Add-on to KnowBe4 Subscription (ITS/250475)

Source Envelope:

Document Pages: 1

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Patricia Lewis

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

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

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: Patricia Lewis

Location: DocuSign

11/10/2025 2:40:45 PM

plewis@ocalafl.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

Signer Events

William E. Sexton, Esq.

wsexton@ocalafl.gov

City Attorney

Security Level: Email, Account Authentication (None)

Signature

Signed by:

4A55AB8A8ED04F3...

Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

Timestamp

Sent: 11/10/2025 2:45:58 PM

Viewed: 11/14/2025 10:51:32 AM

Signed: 11/14/2025 10:51:39 AM

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:

8C80B9F07388433...

Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

Sent: 11/14/2025 10:51:40 AM

Viewed: 11/14/2025 11:14:34 AM

Signed: 11/14/2025 11:16:48 AM

Electronic Record and Signature Disclosure:

Accepted: 11/14/2025 11:14:34 AM

ID: a9a7d0f4-6866-4250-98d9-a3c482ef70eb

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	11/10/2025 2:45:58 PM
Certified Delivered	Security Checked	11/14/2025 11:14:34 AM
Signing Complete	Security Checked	11/14/2025 11:16:48 AM
Completed	Security Checked	11/14/2025 11:16:48 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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Acknowledging your access and consent to receive and sign documents electronically

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

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

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



AGREEMENT FOR PROFESSIONAL ARCHAEOLOGICAL SERVICES – FORT KING NATIONAL HISTORIC LANDMARK

THIS AGREEMENT FOR PROFESSIONAL ARCHAEOLOGICAL SERVICES – FORT KING NATIONAL HISTORIC LANDMARK ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **GULF ARCHAEOLOGY RESEARCH INSTITUTE, INC.**, a not-for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-3296789) ("GARI" or "Archaeologist").

WHEREAS, on August 01, 2025, City issued a Request for Proposal for the provision of professional archaeological monitoring, non-invasive survey technology, and interpretive programming services at the Fort King National Historic Landmark, RFP No.: REC/250728 (the "Solicitation"); and

WHEREAS, four (4) firms responded to the Solicitation and, after consideration of the evaluation factors set forth in the Solicitation, the Proposal submitted by Gulf Archaeology Research Institute, Inc. received the highest score from the City's Selection Committee; and

WHEREAS, Archaeologist was chosen as the intended awardee to provide professional archaeological services at the Fort King National Historic Landmark (the "Project"); and

WHEREAS, Archaeologist certifies that Archaeologist 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 Archaeologist agree as follows:

1. **RECITALS.** City and Archaeologist 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 Archaeologist shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement and the quote submitted by Archaeologist 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: Price Proposal (A-1)
- Exhibit B: Map (B-1)
- Exhibit C: Scope of Work (C-1 through C-4)
- Exhibit D: Archaeologist Proposal (D-1 through D-40)
- Exhibit E: Addendum#1 (E-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 C, then (2) Exhibit A, then (3) Exhibit B, then (4) Exhibit D, then (5) Exhibit E.

3. **SCOPE OF SERVICES.** Archaeologist shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Archaeologist to perform its obligations under this Agreement as set forth in the attached **Exhibit C - 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 Archaeologist an amount no greater than **FORTY-NINE THOUSAND NINE HUNDRED NINETY-NINE AND NO/100 DOLLARS (\$49,999)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit C – Scope of Work** and **Exhibit A – 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 Archaeologist's proposed price increases. Archaeologist 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. Archaeologists 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 Archaeologist shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Archaeologist shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Recreation and Parks Department Outdoor/Historical Resource Archaeologist**, Attn: **Samantha Jarvis, 3925 East Fort King Street, Ocala Florida, 34470**, E-Mail: sjarvis@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 Archaeologist; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Archaeologist within **THIRTY (30)** calendar days of the Archaeologist's remedy or resolution of the inadequacy or defect.
 - E. **Excess Funds.** If due to mistake or any other reason Archaeologist receives payment under this Agreement in excess of what is provided for by the Agreement, Archaeologist shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Archaeologist'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.** Archaeologist must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Archaeologist 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. Archaeologist shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Archaeologist 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 **NOVEMBER 10, 2025**, and continue in effect for a term of **TWO (2) YEARS**, through and including **NOVEMBER 9, 2027** (the "Term"). This Agreement may be renewed for up to **TWO (2)** optional **ONE (1) YEAR** periods by written consent between City and Archaeologist.
- 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. Archaeologist performance shall be extended for a number of days equal to the duration of the force majeure. Archaeologist shall be entitled to an extension of time only and, in no event, shall Archaeologist 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.** Archaeologist shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Archaeologist 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 Archaeologist 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 Archaeologist'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 Archaeologist's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Archaeologist'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 Archaeologist 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 Archaeologist written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Archaeologist by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

- (1) Archaeologist fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
- (2) Archaeologist provides material that does not meet the specifications of the Agreement;
- (3) Archaeologist fails to complete the work required within the time stipulated in the Agreement; or
- (4) Archaeologist fails to make progress in the performance of the Agreement and/or gives City reason to believe that Archaeologist cannot or will not perform to the requirements of the Agreement.

- B. **Archaeologist's Opportunity to Cure Default.** City may, in its sole discretion, provide Archaeologist with an opportunity to cure the violations set forth in City's notice of default to Archaeologist. Archaeologist 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 Archaeologist 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 Archaeologist Default.** In the event that Archaeologist 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 Archaeologist to complete the required work in accordance with the needs of City;



- (3) City shall be entitled to recover from Archaeologist all damages, costs, and attorney fees arising from Archaeologist's default prior to termination; and
 - (4) City shall be entitled to recovery from Archaeologist any actual excess costs by: (i) deduction from any unpaid balances owed to Archaeologist; 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 Archaeologist 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, Archaeologist 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. Archaeologist 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 Archaeologist as permitted under this Agreement and approved by City.
9. **DELAYS AND DAMAGES.** The Archaeologist 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 Archaeologist 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 Archaeologist's performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Archaeologist 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. **ARCHAEOLOGIST REPRESENTATIONS.** Archaeologist expressly represents that:
- A. Archaeologist 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 Archaeologist under this Agreement.
 - B. Archaeologist has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Archaeologist in the Contract Documents, and that the City's written resolution of same is acceptable to Archaeologist.
 - C. Archaeologist 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 Archaeologist, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, Archaeologists, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Archaeologist 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..." Archaeologist 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 an Archaeologist, 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. **ARCHAEOLOGIST RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Archaeologist:
- A. Archaeologist 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. Archaeologist shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
 - C. Archaeologist shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - D. Archaeologist 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. Archaeologist 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 Archaeologist and City may otherwise agree in writing.
14. **WARRANTY.** Archaeologist 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. Archaeologist 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. Archaeologist 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. Archaeologist 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 Archaeologist 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 Archaeologist. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit C**. City has the authority to stop work or to suspend any work.
17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Archaeologist 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 Archaeologist's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Archaeologist does not own vehicles, Archaeologist shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Archaeologist's Commercial General Liability policy or separate Commercial Automobile Liability policy.
18. **GENERAL LIABILITY INSURANCE.** Archaeologist 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 Archaeologist 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. Archaeologist shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. Archaeologist shall waive and shall ensure that Archaeologist's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Archaeologist'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. Archaeologist's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Archaeologist shall not be interpreted as limiting Archaeologist'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 Archaeologist's interests or liabilities or to protect Archaeologist from claims that may arise out of or result from the negligent acts, errors, or omissions of Archaeologist, any of its agents or subcontractors, or for anyone whose negligent act(s) Archaeologist may be liable.
- B. No insurance shall be provided by the City for Archaeologist under this Agreement and Archaeologist 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 Archaeologist under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Archaeologist 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. **Archaeologist 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.** Archaeologist'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.** Archaeologist's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Archaeologist's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Archaeologist 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 Archaeologist. Archaeologist'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.** Archaeologist 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.** Archaeologist shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Archaeologist 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. Archaeologist 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 Archaeologist, 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 Archaeologist. Archaeologists' 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 Archaeologist 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 Archaeologist or any other persons or organizations having a direct contract with Archaeologist, 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 Archaeologist or any other persons or organizations having a direct contract with Archaeologist, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Archaeologist, 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, Archaeologist, 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. Archaeologist 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. Archaeologist'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.** Archaeologist acknowledges and agrees that under this Agreement, Archaeologist and any agent or employee of Archaeologist 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 Archaeologist nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Archaeologist 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 Archaeologist in its performance of its obligations under this Agreement.
26. **ACCESS TO FACILITIES.** City shall provide Archaeologist with access to all City facilities as is reasonably necessary for Archaeologist 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 Archaeologist under this Agreement be abandoned, or should Archaeologist become insolvent, or if Archaeologist 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.** Archaeologist shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Archaeologist 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 Archaeologist 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 Archaeologist or keep and maintain public records required by the public agency to perform the service. If Archaeologist transfers all public records to the public agency upon completion of the contract, Archaeologist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Archaeologist keeps and maintains public records upon completion of the contract, Archaeologist 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 GARI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GARI'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.** Archaeologist 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.** Archaeologist 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, Archaeologist 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. Archaeologist 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, Archaeologist 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. Archaeologist understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Archaeologist 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. Archaeologist 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.** Archaeologist 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. Archaeologist shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Archaeologist'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.** Archaeologist 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 Archaeologist, 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 Archaeologist:

Gulf Archaeology Research Institute
Attention: Gary Ellis, Director Emeritus
5990 N. Tallahassee Road
Crystal River, Florida 34428
Phone: 352-464-4274
E-mail: gari.arch@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.** Archaeologist and City acknowledge that this Agreement is a result of negotiations between Archaeologist 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).** Archaeologist, 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 11/17/2025

ATTEST:

CITY OF OCALA

Signed by: Angel B. Jacobs
80B3574C28E54A5
Angel B. Jacobs
City Clerk

Signed by: Ken Whitehead
5677F71E38B74F4
Ken Whitehead
Assistant City Manager

Approved as to form and legality:


GULF ARCHAEOLOGY RESEARCH INSTITUTE

Signed by: William E. Sexton, Esq.
4A55A8A8E04F3
William E. Sexton, Esq.
City Attorney

Signed by: Gary Ellis
5F4E1B7D7C27B43K

By: Gary Ellis
(Printed Name)

Title: Director Emeritus
(Title)

Exhibit A - PRICE PROPOSAL (FORT KING ARCHAEOLOGY)			CONTRACT# REC/250728
	ARCHAEOLOGIST NAME		LOCATION
	Gulf Archaeology Research Institute		Crystal River, FL
INITIAL CONTRACT TERM PRICING			
ITEM	DESCRIPTION	UOM	UNIT COST
1	Archaeological monitoring services at Fort King - Archeologist Senior	per hour	\$ 32.50
2	Research Associate	per hour	\$ 32.50
3	Research Assistant	per hour	\$ 17.50
4	Reporting and Documentation	per hour	\$ 32.50
5	Provide Staff and volunteer training sessions	flat rate	\$ 65.00
6	Prepare monthly Archaeological deliverables (as described in Exhibit A Scope of Work)	per hour	\$ 32.50

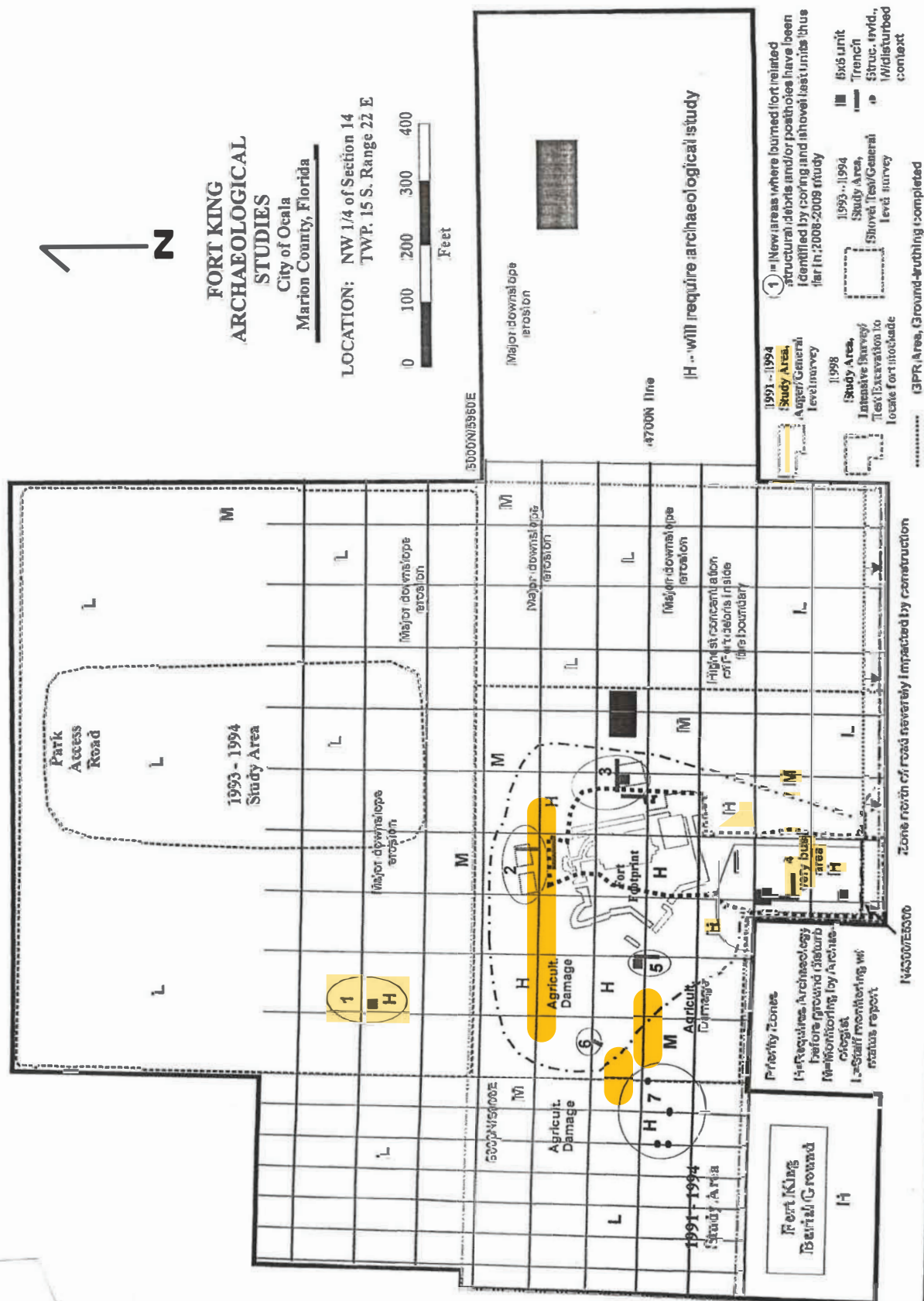


Figure 1. Descriptive Map of Fort King NHL Archaeology Project (Progress, Key Areas, Features, Impacts, and Priority Zones for Handling Surface Impacts

Exhibit C – Scope of Services**CONTRACT# REC/250728**

Archaeologist shall provide professional archaeological monitoring, non-invasive survey technology, and interpretive programming at the Fort King National Historic Landmark.

DELIVERY

- Supplies shall be delivered or shipped to 3925 E Fort King Street, Ocala, FL 34471.
- Scheduling of all deliveries shall be coordinated with the City Project Manager.

PROJECT SUMMARY, DELIVERABLES AND WORKING HOURS

The Archaeologist shall be required to perform the following services for the City of Ocala:

Archaeological Monitoring

- On-site monitoring during ground-disturbing activities (e.g., construction, excavation).
- Identification and documentation of archaeological resources encountered during work.
- Immediate reporting and coordination with regulatory agencies if significant finds are uncovered.
- Archaeological excavations, as approved
- Create an instructional manual for staff and volunteers regarding new exhibitions or findings.
- Conduct non-invasive GPR surveys in pre-designated areas.
- Assist with interpretive programming and Public Archaeology Days while working on site.
- Provide guidance on artifact preservation suitable for museum or park display.
- Support park management in integrating findings into maintenance and preservation planning.

Reporting and Documentation

- Preparation of a comprehensive technical report including methodology, findings, historical context, and recommendations.
- Submission of documentation in accordance with Florida Division of Historical Resources (DHR) guidelines and Section 106 of the National Historic Preservation Act (if federally funded).
- GIS mapping and visualizations of survey results and historical overlays.

Deliverables

Archaeologist shall provide monthly reports of all work in progress, including artifacts and items cataloged in the collection, within an Excel spreadsheet or a dataset provided by the City personnel and information technology departments. Deliverables must be provided to the City Project Manager before payment for such work.

- Digital archive of findings (photographs, maps, datasets) on City database

Exhibit C – Scope of Services**CONTRACT# REC/250728**

- Final Archaeological and GPR Report (digital and print)
- Historical narrative for interpretive use
- GIS maps of findings and potential areas of significance
- Artifact catalog with preservation recommendations
- Interpretive content drafts (signs, panels, etc.)
- Cultural Resource Maintenance Report for use in long-term park planning
- Staff and volunteer training sessions and workshops

Working Hours

The normal/standard working hours are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Archaeologist shall provide a 48-hour advance notice to the City Project Manager for work outside normal shift hours. The City may decline the request. Saturday is approved for processing artifacts or reports to be done inside the Archaeology Research Center, during public visiting hours between 10:00 AM – 5:00 PM.

Note: Artifacts recovered from other sites are not allowed on the property. Items found on site shall not be removed from Fort King National Historic Landmark without prior written approval from the City Project Manager.

WRITTEN QUOTES

1. The Archaeologist shall submit a detailed written estimate of the proposed services prior to any work being performed by the Archaeologist. Written quotes shall be submitted within **three (3) days** of the initial request by the City. The Archaeologist shall submit an itemized not-to-exceed price, giving a full description of the project for each project covered by this Agreement.
2. Written quotes shall list the location, name and address. The project estimate shall list each and every item per scope specifications, i.e., items and quantity, and all hardware items used. Each quote shall be submitted to the City Project Manager by email with a clear sketch or drawing (if applicable).
3. Once the City Project Manager approves the quote, the Archaeologist has **72 hours** to start the service.

ARCHAEOLOGIST EMPLOYEES AND EQUIPMENT

1. Archaeologist shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
2. No smoking is allowed on City property or projects.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala shall provide the following services to the Archaeologist for the performance of services:

Exhibit C – Scope of Services**CONTRACT# REC/250728**

- 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 Archaeologist's responsibilities.
 - c. Provide office facilities for the Archaeologist, if available.
2. The City reserves the right to purchase any materials for the Archaeologist to use. The Archaeologist shall not charge a mark-up fee for material furnished by the City.

ARCHAEOLOGIST RESPONSIBILITIES

1. Fort King National Historic Landmark approved volunteers shall not be compensated for assisting as a volunteer or associate within the awarded Archaeologist's organization.
2. The Archaeologist 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.
3. The Archaeologist shall obtain and pay for any licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this Agreement.
4. Archaeologist shall be responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Archaeologist 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 Archaeologist is advised to leave a property by the property owner or their representative, the Archaeologist shall leave at once without altercation. Archaeologist shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
6. Data collected by the Archaeologist 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 Archaeologist shall ensure that all documents prepared under this Agreement have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes Word, Excel, Power Point, Access, or any other software as specified and approved by City staff.

SUB-CONTRACTORS

1. Archaeologist must perform a minimum of 30% of the work with their own forces.
2. Services assigned to sub-contractors must be approved by writing in advance by the City Project Manager.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** Archaeologist shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not limited to:
 - a. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
 - b. Work site shall be completely cleaned after each day of work.
 - c. Archaeologist shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean entire work area as applicable.
 - a. All furnishings and equipment shall be placed back in the original locations.
 - b. All work areas must be returned to original condition.
 - c. Archaeologist shall remove all excess and discarded materials, debris, and temporary structures from the site. Archaeologist shall also repair and restore, in an acceptable manner, any public or private property damaged during the course of the work and shall ensure that the site is left in a clean, orderly, and presentable condition.

SAFETY

1. Archaeologist 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 Archaeologist'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 Archaeologist's responsibility.



FORT KING ARCHAEOLOGY SERVICES PROPOSAL

SEPTEMBER 2025

CITY OF OCALA REC 250728



■ GULF ARCHAEOLOGY RESEARCH INSTITUTE

Exhibit D - Archaeologist Proposal CONTRACT# REC/250728



PREPARED FOR

CITY OF OCALA RECREATION AND PARKS

FORT KING NATIONAL HISTORIC LANDMARK

<https://www.ocalafl.gov/our-city/live/historic-preservation/fort-king>

emarquez@ocalafl.gov

352-629-8364

3925 E Fort King St, Ocala, FL 34470



PREPARED BY

GULF ARCHAEOLOGY RESEARCH INSTITUTE

gari.arch@gmail.com

<https://gulfarchaeology.org/>

352-464-4274

5990 N Tallahassee Rd, Crystal River, FL 34428

EXECUTIVE SUMMARY

Gulf Archaeology Research Institute (GARI) proposes a two year contract to provide comprehensive archaeological services in support of ongoing and future development projects. Our team will ensure that all fieldwork, monitoring, and reporting complies with federal, state, and local preservation regulations, protecting cultural resources while facilitating construction schedules. Over the contract period, GARI will deliver timely, accurate documentation, including stratigraphic logs, artifact inventories, and compliance reports, backed by experienced archaeologists and field technicians. These activities will serve the greater goal of public interpretation through museum displays, interpretive programming, park management, and volunteer engagement.



ORGANIZATION OVERVIEW

Gulf Archaeology Research Institute (GARI) is among Florida's oldest archaeological nonprofit research institutes. Founded by Gary Ellis, the institute has devoted itself to preserving and studying the state's prehistoric and historic archaeological heritage, with particular expertise in coastal sites and Seminole War forts and battlefields.

CONTRACT PROJECT DESCRIPTION

Gulf Archaeology Research Institute will provide:

- Field investigation, including monitoring, surveying, and large-scale excavations
- Documentation of contract work, to include technical reports for every size project, database migration and curation, and interpretive guides
- Artifact preservation services that appropriately excavate, manage, store, and preserve objects and artifacts recovered from every project
- Public interpretation of archaeological content, both in the museum and at special events

GOALS AND OBJECTIVES

- Provide archaeological services in coordination with City of Ocala and the Fort King Master Plan
- Assess and mitigate the impacts of environmental changes and human activities on the Fort King Site
- Conduct community outreach through lectures, classes, and public events
- Preserve and interpret the Fort King site for the public and for future generations of researchers

EXPECTED OUTCOMES AND IMPACT

- Increased community awareness of Fort King's archaeological and historical significance
- Boosted tourism and economic benefit for Ocala
- Strengthened stewardship through trained volunteers
- Engage the community and students in hands on archaeology and heritage workshops



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QUALIFICATIONS AND EXPERIENCE

ORGANIZATIONAL BACKGROUND

Gulf Archaeology Research Institute (GARI) is among Florida's oldest archaeological nonprofit research institutes. Founded by Gary Ellis, the institute has devoted itself to preserving and studying the state's prehistoric and historic archaeological heritage, with particular expertise in coastal sites and Seminole War forts and battlefields.

In concert with its archaeological research, GARI has also played a pivotal role in environmental and conservation research, focusing on the preservation of Florida's archaeological sites. This work involves assessing and mitigating the impacts of environmental changes and human activities on these sites. Key projects include geoarchaeological studies of several Florida springs, field studies of prehistoric island archaeological sites, sediment studies, and environmental reports.

Community outreach is woven into the institute's mission. Through lectures, classes, and public events, GARI translates scholarly findings into accessible history and science. Whenever feasible, the organization partners with advanced undergraduate and graduate students from Florida colleges and with members of the Seminole Tribes to support both research and programming.

Operating as a 501(c)(3) nonprofit since 1995, GARI derives the bulk of its budget from public funding such as grants and contracts, typically accounting for more than 90 % of revenue, with the remainder coming from private contracts.

UNIQUE EXPERIENCE IN SEMINOLE WAR ARCHAEOLOGY

GARI brings unparalleled, multi-decade expertise in Seminole War archaeology across Florida's diverse landscapes. Since the mid-1990s the institute has led sustained field programs at flagship sites such as Fort King, and at a suite of additional forts, battlefields, and plantation complexes (Fort Dade, Fort Defiance, Micanopy, Camp Izard, Wahoo Swamp, Chinsegut Hill, and the James Levi Yulee estates).

Our investigations combine traditional excavation with scientific techniques (ground-penetrating radar, rapid midden assessment, geo-archaeological monitoring) and have produced a unique, integrated outlook of Seminole War sites unmatched by any other organization. This breadth of geographic coverage and methodological depth positions GARI as the ideal partner for extensive Seminole War research.

Because of our unique breadth and depth of knowledge, we can perform cross-site comparative analyses of archaeological signatures and artifact collections to build a comprehensive picture of the unique features of Fort King as the seat of the Seminole War. New discoveries at any one location can be instantly contextualized against the broader corpus, enabling rapid hypothesis testing and more robust interpretations of the Seminole War landscape. This integrative capability is a distinctive asset that sets GARI apart from other archaeological entities.

FORT KING PROJECT PERSONNEL AND QUALIFICATIONS

The institute is organized into three interdisciplinary divisions: Social Sciences (anthropology, archaeology), Physical Sciences, and Biological Sciences, allowing an integrated study of Florida's past. Research Associates serve as project leads, coordinating activities with Research Assistants and extended staff to meet project milestones. Adjunct and guest researchers are appointed by the Executive Director (or Director Emeritus) for specific projects, enhancing expertise and external collaborations.

Fort King Project Manager

Gary Ellis, Director Emeritus
gari.arch@gmail.com

Gary Ellis has over 40 years of professional experience in archaeology. He earned his undergraduate degree in anthropology from Southern Illinois University (1975) and a graduate degree from the University of South Florida (1977). He established the Historic Preservation and Archaeology Division for the State of Indiana and served as its first State Archaeologist (1977–1991), while also teaching at Indiana University-Purdue University and serving as archaeologist for the Indiana State Museum.

Exhibit D - Archaeologist Proposal CONTRACT# REC/250728

A native of Florida, Gary returned in 1991 to develop the Gulf Archaeology Research Institute (est. 1995), now in its 30th year. Over the past two decades, he has contributed extensively to Seminole Wars archaeology (1817–1854), working with the National Park Service and the State of Florida to investigate more than seven period forts and six major battlefields, including current work at the Battle of Micanopy and Dade Battlefield (NHL).

Since 1993, Gary has focused on locating, evaluating, and protecting the Fort King site, which was designated a National Historic Landmark in 2004 based on his research. He also conducts coastal and plantation period archaeology and serves as a consultant to the Florida Department of Environmental Protection at Crystal River Archaeological State Park (NHL). The institute operates under the guiding principle of “Connecting the Past to Our Future,” delivering services that support cultural and natural resource protection and management.

Fort King Project Team Members

Stephanie E. Bauman, Archaeological Science and Technology
stephanie@gulfarchaeology.org

Stephanie Bauman is a professional archaeologist and data analyst with expertise in archaeological science and fieldwork. She earned an MSc in Archaeological Science from the University of Oxford, specializing in metallurgical analysis, and a BS in Physics with a minor in Anthropology. Her experience spans excavation training, laboratory analysis, and interdisciplinary research across material science, civil engineering, and education. A former U.S. Army aeromedical evacuation pilot and tactical operations manager, she brings strong project management, logistics, and leadership skills, as well as experience leading database development and migration projects.

Jonathan Dean, Research Associate
gari.arch@gmail.com

Jonathan Dean has over 20 years of experience in Southeastern U.S. prehistory. He earned an M.A. in anthropology from Florida Atlantic University in 2002, studying prehistoric shell midden sites at Gumbo Limbo in Boca Raton, and was a public archaeology Ph.D. candidate at the University of South Florida, conducting large-scale surveys in the Fakahatchee Swamp, Weedon Island Preserve, and Green Swamp. For the past 15 years at GARI, he has assisted with prehistoric and historic archaeology projects, biological inventorying, soil and sediment analyses, drafting, and report writing. His research interests include prehistoric settlement and trail systems, N- and C-transformations of shell middens, formative period shell tool technology, landscape constraints on Seminole and U.S. Army settlement during the Seminole Wars, and soil and sedimentary signatures of Seminole War era fort sites.

Kenneth Nash, Sciences and Climatology
gari.arch@gmail.com

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Kenneth Nash has been with GARI since 1997, contributing to a wide range of projects. He holds a B.S. in Physics from Georgia Tech and an M.S. in Atmospheric Sciences from Creighton University. A former U.S. Air Force meteorologist (1971–1995), he specialized in tropical and subtropical weather forecasting and predicting space weather effects on satellite operations. He also taught meteorology, environmental science, and earth science at the College of Central Florida for 18 years. At GARI, Kenneth studies historic weather impacts, sea level changes, and water level fluctuations in west central Florida archaeological landscapes, with projects at Homosassa Springs State Park, the Rainbow River, and coastal zones.

Other GARI Personnel

Dr. Michelle Sivilich

michelle@gulfarchaeology.org

Michelle Sivilich earned her Ph.D. from the University of South Florida, researching how standardized West Point officer training influenced outcomes in the Second Seminole War (1835–1842). She also holds an M.S. from Indiana State University in molecular archaeology, where she used genetic fingerprinting to assess relatedness in mid-1800s cemeteries. With over 15 years of field experience, she has worked at 17th century St. Mary's City, Revolutionary War sites in the Northeast, Thomas Jefferson's Monticello, and Seminole War sites, applying both historical and scientific approaches to archaeological interpretation.

Staff Positions

Position	Current
Executive Director (Appointed by the Board)	Michelle Sivilich, PhD
Director Emeritus (Designated by the Board)	Gary D. Ellis, MA
Assistant Director / Director of Research (Appointed by the Board)	Vacant
Institute Chairs (Research Associate appointed by the Board)	<ul style="list-style-type: none"> • Archaeology: Michelle Sivilich, PhD • Physical Sciences: Kenneth Nash, MS • Biological Sciences: Position open
Research Assistants (Appointed by Executive Director or Assistant Director)	<ul style="list-style-type: none"> • Archaeology, Physical Sciences: Sean Norman, MA

Research Associates

Research Associate	Roles
Gary D. Ellis, MA	Archaeology, Collections and Conservation

Exhibit D - Archaeologist Proposal CONTRACT# REC/250728

Michelle Sivilich, PhD	Archaeology
Stephanie Bauman, MSc	Archaeology, Collections and Conservation
Jonathan Dean, MA	Archaeology
Paul Backhouse, PhD	Archaeology
Chris Monaco, PhD	Archaeology, Florida History
Jon Endonino, PhD	Archaeology
Jill Principe, MA	Archaeology, Collections and Conservation
Kenneth Nash, MS	Physical Sciences
Open Role	Biological Sciences



FIELD INVESTIGATION

GARI has extensive archaeological field investigation experience at multiple historic and prehistoric sites across Florida, including prehistoric mound and midden sites, National Historic Landmark sites, and Seminole War forts and battlefields.

SEMINOLE WAR FORTS AND SITES

Fort King

In 1994, Gary Ellis conducted one of the first archaeological studies of Fort King, renewing interest in a site of major historical significance. Between 1998 and 1999, GARI investigated the fort's stockade walls, producing a report for the City of Ocala that became foundational to the site's designation as a National Historic Landmark in 2004.

In 2009, GARI carried out an intensive study that identified key architectural features and soil signatures unique to the site, supporting plans for fort reconstruction. The work revealed buildings beyond the stockade, including a blacksmith shop near the northeast corner and several structures to the south.

Exhibit D - Archaeologist Proposal CONTRACT# REC/250728

Subsequent projects further advanced preservation and interpretation. Together, these studies have shaped the preservation, reconstruction, and public interpretation of Fort King.

- 2015 Erosion control study to stabilize the site.
- 2017 Archaeological investigations that enabled fort reconstruction and produced a report for the American Battlefield Protection Program, including an interactive story map on the fort's role in the Second Seminole War.
- 2020 Monitoring for road replacement uncovered a small brick and wood structure, possibly the first building on the fort site, along with evidence of soil movement critical for mapping and site management.
- 2020 Excavation of the blacksmith shop provided architectural context and artifacts that informed its reconstruction for public interpretation.
- 2024 GARI's field school relocated the 1968 "bottle find," recovering bottle glass, stones, and brick consistent with building remains. The materials were later featured in a new exhibit.

Fort King Technical Reports

- 2020 [Archaeological Investigations of the Fort King Blacksmith Shop](#), City of Ocala, Marion County, FL
- 2020 Archaeological Investigation of the Fort King Park Access Road: Monitoring the Location of Building Number 1. City of Ocala, Marion County, FL
- 2017 [An Archaeological Investigation for the Reconstruction of Fort King](#), City of Ocala, Marion County, FL
- 2015 Fort King East Side Erosion Control Project. GARI Field Study
- 2009 Phase I Archaeological Study of the Fort King Park Site (8Mr60), City of Ocala, Marion County, FL
- 2009 Fort King Park Phase I Archaeological Study Grant F0801, City of Ocala, Planning Department, Marion County, FL
- 1999 [Final Report: An Archaeological Study to Locate the Stockade Walls of Historic Fort King](#), City of Ocala, Marion County, FL
- 1994 Archaeological Study, Fort King Site (8Mr60), North Tract, City of Ocala, Marion County, FL

Fort Dade (National Register of Historic Places)

In 2007 through 2010, GARI conducted an archaeological study of Fort Dade, a military post during the Seminole Wars. This project, funded by an American Battlefield Protection Program (ABPP) Grant, uncovered and documented the fort's remnants and associated artifacts. The findings provided insights into the historical significance and contributed to ongoing preservation efforts. The project included excavation and analysis of fortifications and military structures, resulting in a report with preservation recommendations. GARI has on-going efforts to nominate this site to the National Historical Register.

Exhibit D - Archaeologist Proposal CONTRACT# REC/250728

- 2010 Fort Dade (8Pa25) Archaeological Study. American Battlefield Protection Program, National Park Service, Washington, D.C.
- 2008 Report of Findings Fort Dade (8Pa25) Archaeological Study Submitted to the Seminole Wars Historic Foundation Inc. and FL Department of State, Division of Historic Preservation
- 2004 Cover Nomination for the National Register of Historic Places for Seminole War Period 1816-1854. Produced for the Florida Department of State, Bureau of Historic Preservation, Division of Survey and Planning and Grants, FL

SEMINOLE WAR BATTLEFIELD STUDIES

More recently, GARI has conducted multiple investigations of battlefields as part of the American Battlefield Protection Program. These projects interpret the lines of battle, understand the details of historical conflict, and preserve the locations for future generations. Northern Florida is one of the earliest battle fronts in the United States, dating back to conflicts with the Spanish and Native Americans.

Fort King

In 2017, GARI completed the “Fort King Road: Battlefields and Baggage Trains” study for the American Battlefield Protection Program. The investigation combined archival research with on-site terrain analysis, including spot checks at eight locations along the historic road corridor. The study revealed strategic terrain features, mapped post returns, and interpreted the logistics of military movement and vulnerability zones; these findings illuminate how the Fort King Road shaped troop transport and skirmishes during the Second Seminole War.

- 2017 [Fort King Road: Battlefields and Baggage Trains](#). Prepared for the American Battlefield Protection Program (Link to ArcGIS Story Map: <https://arcg.is/1Lnz5K>)

Forts Micanopy and Defiance

2010–2011: Forts Defiance and Micanopy were instrumental in providing military presence in middle Florida during the second Seminole War. GARI's excavations resulted in new interpretation of the forts and installation of educational kiosks.

- 2011 Fort Defiance-Fort Micanopy: The Study of the Opening Battles of the Second Seminole War, Volumes I & II. American Battlefield Protection Program, National Park Service, Washington, D.C.
- 2025 Battle of Micanopy. American Battlefield Protection Program, National Park Service, Washington, D.C.

Camp Izard

1997–2006: Camp Izard and its battlefield were the site of one of the earliest and largest battles of the second Seminole War. GARI has an ongoing role in the preservation and interpretation of this battlefield.

- 2002 Phase II Test Excavations at Camp Izard Battlefield, Tasthanaki Halpata Preserve, Marion County, FL
- 1997 [The Archaeological Study of the Camp Izard Tract](#), Field Study funded by a grant through the Florida Department of State, Bureau of Historic Preservation for the Seminole Wars Historic Foundation, Inc., Marion County, FL

Other Battlefield Studies

- 2021 Chucochatti: Conflict at the Red Town, 1836. A Report for the American Battlefield Protection Program
- 2020 [Battle of Wahoo Swamp, 1836](#). GARI Field Research Study
- 2016 Battles of the Withlacoochee River, The Second Seminole War 1835-1836, Historic and Archaeological Study. American Battlefield Protection Program, National Park Service, Washington, D.C.
- 2015 [Bayport: Embattled Confederate Port](#). GARI Field Research Study
- 2010 Fort Dade Archaeological Site. American Battlefield Protection Program, National Park Service, American Battlefield Protection Program, Washington D.C.

NATIONAL HISTORIC LANDMARKS

In addition to Fort King and Fort Dade, GARI has conducted archaeological projects at several National Historic Landmarks.

Yulee Sugar Mill and Plantation

1997 and 2024: Yulee Sugar Mill was established as a national historic site in 1970. In 1997, GARI conducted a study of the site, merging historical records and documents with on-site archaeological study to produce an updated report on the condition and recommended preservation actions for this site. As part of GARI's relationship with Crystal River State Archaeological Site, GARI is now further excavating and evaluating this site for documentation and preservation.

- 1997 Yulee Sugar Mill Ruins, The Archaeological and Historical Study of the State Historic Site

Crystal River Mounds

1999–present: GARI has an ongoing relationship with the Crystal River Archaeological State Park, which was established as a historic site in 1970. Between 1999 and 2010, GARI

Exhibit D - Archaeologist Proposal CONTRACT# REC/250728

produced at least a dozen reports concerning this site, including summary reports, recovery projects, storm damage assessments, environmental and conservation reports and archaeological monitoring. GARI continues to partner with Florida State Parks and Recreation in the maintenance of this site.

- 2010 Application of LIDAR Imaging to Determine Potential Cultural Resource Locations in the Vicinity of Site 8Ci1, Crystal River State Archaeological Site, Crystal River Preserve State Park, Citrus County, FL
- 2010 The Condition and Status, Potential Cultural Resource Features, North of Site 8Ci1, Crystal River State Archaeological Site, Crystal River Preserve State Park , Citrus County, FL
- 2008 The Condition and Status of the Wash Island Site 8Ci42, Crystal River Preserve State Park. Produced for Crystal River Preserve State Park, Citrus County, FL
- 2008 The Condition and Status of the Luttrell and Drum Island Sites 8Ci104, 8Ci1169-1181, Crystal River Preserve State Park. Produced for Crystal River Preserve State Park, Citrus County, FL
- 2007 Archaeological Reconnaissance Study of North Ozello Marsh Archipelago Tract, Crystal River Preserve State Park, Citrus County, FL
- 2003 [Displaced Midden Recovery Project, Crystal River Mounds State Archaeological Site](#). Crystal River State Archaeological Site, Department of Environmental Protection, Division of Parks and Recreation, Crystal River, FL
- 1999 Summary Report for the Crystal River State Archaeological Site Seawall Restoration Report

Chinsegut Hill Manor House

Chinsegut Hill Manor House is a historic slave plantation and heritage site just a few miles north of Brooksville, FL. GARI was chosen for this project to locate, identify and evaluate cultural deposits on the hilltop characterized as the Plantation Core, the linear stretch west of the parking lot, and the area surrounding the classroom building. Since 2014, GARI has produced three detailed reports on three separate excavations and will conduct further investigations in 2026. GARI assisted in the design of the museum display at Chinsegut Hill.

- 2021 Chinsegut Hill Archaeological and Historic Research Study. Prepared for the Tampa Bay History Center. Hernando County, FL
- 2017 Chinsegut Hill Plantation Archaeological Excavation Historic Preservation Grant, National Park Service, Florida Bureau of Historic Preservation. Hernando County, FL

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- 2014 [Chinsegut Hill Archaeological and Historical Landscape Study](#), National Park Service, Florida Bureau of Historic Preservation. Hernando County, FL

MONITORING, MITIGATION AND SURVEYING

GARI has extensive experience conducting archaeological monitoring, mitigation, and cultural resource surveys across Florida. Our work spans a wide range of contexts, including infrastructure upgrades, coastal preservation, utility expansions, and park development projects. In each case, GARI applies systematic field methods, regulatory expertise, and careful preservation practices to ensure cultural resources are identified, documented, and protected while meeting client and agency requirements. Below is a sampling of the many such projects GARI has completed.

*2019 Crystal River State Archaeological Park Seawall Repairs, Citrus County, FL*

At Crystal River State Archaeological Park, GARI conducted emergency monitoring during 2019 seawall repairs. Archaeologists worked under accelerated construction timelines to assess exposed deposits, document stratigraphy, and ensure preservation of subsurface integrity in one of Florida's most significant heritage sites. The project demonstrated GARI's ability to balance urgent infrastructure needs with the highest standards of cultural resource protection.

- 2019 [Archaeological Monitoring of the Seawall Replacement and Repair at the Crystal River Archaeological State Park](#), Citrus County, FL

2016 Burgess Island Archaeological Monitoring, Lee County, FL

At Burgess Island, a 2016 development monitoring project highlighted GARI's capacity to work in culturally sensitive and environmentally challenging contexts. Archaeologists monitored ground improvements near a Native American burial mound, documented barrow pits, and assessed potential impacts to coastal vegetation. Recommendations focused on mitigation strategies and preservation protocols to safeguard cultural and natural resources while allowing development to proceed responsibly.

- 2016 Archaeological Monitoring of Proposed Development, Burgess Island, Lee County, FL

2016 Airport-Martel Transmission Line, Marion County, FL

GARI carried out a Phase I Cultural Resources Assessment Survey in 2016 along the 6,200 foot Airport-Martel transmission line corridor in Marion County for SECO Energy.

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Background research, reconnaissance, and 24 shovel tests were completed to evaluate impacts from utility upgrades. The survey found extensive disturbance and no intact archaeological deposits, leading to a recommendation that the project proceed without further mitigation.

- 2016 [Phase I Cultural Resources Assessment Survey of the Airport-Martel Transmission Line](#), Marion County, FL

Additional Monitoring, Mitigation, and Surveying Projects

- 2010 Archaeological Monitoring for the Proposed Canoe Launch Facility, Bayport, Hernando County, FL
- 2009 Phase I Cultural Resources Survey, Cypress Lakes Preserve Trailhead, Hernando County Planning Department, Hernando County, FL
- 2007 Phase I Cultural Resources Assessment of the Parsonage Point Tract, Homosassa Springs Wildlife Park, Citrus County, FL
- 2007 Phase I Cultural Resources Assessment Survey of the Wildlife Care Building Tract, Homosassa Springs Wildlife State Park, Citrus County, FL
- 2005 Phase I Cultural Resources Assessment Survey of the Aripeka Estates Parcel, Pasco County, FL
- 2004 Phase I Cultural Resources Assessment Survey of the Rankin Property, Pasco County, FL
- 2004 Phase I Cultural Resources Assessment Survey of the Lexington Estates Property, Marion County, FL
- 1996 Archaeological Survey of The Hickey Creek Mitigation Park Lee County's Division of Public Parks and Recreation Services, Lee County, FL
- 1993 Phase I Archaeological Study of Citrus County FL. Citrus County Board of County Commissioners, Office of Historical Resources, Inverness, Citrus County, FL

CULTURAL RESOURCES MANAGEMENT

Since the early 1990s, GARI has conducted cultural resource assessments across northern and central Florida, from highway and dump site studies to boardwalks, residential developments, and historic society projects. These surveys identify and protect significant archaeological resources, ensuring preservation while informing regional history.

Heagy-Burry Boat Ramp Park Cultural Resource Assessment

In 2022, GARI completed a Phase I Cultural Resources Assessment Survey (CRAS) at the Heagy-Burry Boat Ramp Park in Marion County. This work included background research, systematic shovel testing, and pedestrian reconnaissance to evaluate the presence of cultural resources prior to park improvements. The resulting report mapped site boundaries,

provided recommendations for avoidance and preservation, and offered compliance ready documentation to guide future development.

- 2022 [Phase I Cultural Resources Assessment of the Heagy-Burry Boat Ramp Park](#), Marion County, FL

Blitchton Substation Expansion Cultural Resource Assessment

GARI has also contributed expertise to linear corridor projects, such as the 2017 CRAS at the Blitchton Substation. This survey involved systematic shovel testing and artifact analysis to evaluate site eligibility, ensuring compliance with Section 106 and state regulations.

Likewise, the 2016 Airport–Martel Transmission Line CRAS required surveying along a proposed expansion corridor, combining topographic mapping, testing, and archival research to provide regulatory guidance for utility development.

- 2017 Phase I Cultural Resources Assessment Survey of the SECO Blitchton Substation Expansion, Marion County, FL

Crystal Bay Rapid Midden Assessment

In coastal Citrus County, GARI led a multi-phased survey of Crystal Bay, integrating shoreline geomorphology, pedestrian transects, and soil coring to identify archaeological sensitivity zones. This project addressed threats posed by erosion and sea level rise, producing a comprehensive risk and management assessment to inform both resource preservation and local planning efforts.

- 2018 [Rapid Midden Assessment: Site Delineation in Crystal Bay, FL](#). National Center for Preservation Technology and Training Grant #P17APP00237, Citrus County, FL

Additional Cultural Resources Management Projects

- 2013 Cultural Resources Reconnaissance of the Proposed Public Boat Ramp, Cross-Florida Barge Canal, Citrus County, FL
- 2010 The Condition and Status of the Cultural Resources within the Coastal Resources Zones, Withlacoochee Bay Trail, Greenways and Trails, Citrus County, FL
- 2010 The Condition and Status, Potential Cultural Resource Features, North of Site 8Ci1, Crystal River Preserve State Park, Citrus County, FL
- 2009 Cultural Resources Assessment: Hernando Historical Association, Hernando Historical Society and Museum, Hernando County Planning Department, Hernando Tourism and Development Department, Hernando County, FL
- 2008 Storm Damage Assessment: Tree Fall, Crystal River State Archaeological Park, Crystal River, FL
- 2008 Hernando County Cultural Resource Protection Assessment. Hernando County, Department of Tourism and Development, Crystal River, FL

- 2008 GARI Field Study Cultural Resources Assessment, 2.3 Acre Primerica Tract, Citrus County, FL
- 2006 Cultural Resources Assessment of the Proposed Rainbow River Preserve, Dunnellon, Marion County, FL
- 2004 Storm Damage Assessment on Mound G, Crystal River State Archaeological Park, Crystal River, FL

REPORTING AND DOCUMENTATION

CULTURAL RESOURCE MAINTENANCE REPORTS

GARI produces detailed project reports documenting fieldwork, cataloging artifacts, and providing interpretive analysis that situates findings within the broader historical context. Reports meet federal and state standards and can be adapted for museum exhibits, community presentations, and educational programs.

In addition, GARI has prepared a comprehensive guide on site typologies and National Register of Historic Places (NRHP) integrity criteria for Seminole War era sites (1816–1853). The guide provides treatment guidelines for military installations, Seminole and Black Seminole settlements, and pioneer era sites, along with standardized language and templates for NRHP nominations. Fort Dade (8PA25) served as a primary case study, where multi-season fieldwork highlighted the importance of preserving in situ features such as burned floors, blockhouses, and wall remnants, as well as maintaining rigorous oversight to protect contextual information.

- 2004: Cover Nomination for the National Register of Historic Places for Seminole War Period Sites in Florida, prepared for the Florida Department of State, Bureau of Historic Preservation, funded by the Seminole War Historic Foundation, Inc.

Copies of GARI's technical reports are available: <https://gulfarchaeology.org/publications>

DATABASE MANAGEMENT

GARI most often retains its project data in segregated files in Microsoft Excel format. This practice follows from the fact that each study we conduct is generally independent and does not relate to any of our other research projects, as well as the fact that the data is often proprietary to a site or organization and is not intended to be shared. However, it does sometimes serve the internal or client research purposes to compare data across horizons and archaeological sites.

In these cases, Gulf Archaeology Research Institute (GARI) maintains a permanent, enterprise-wide database that captures artifacts, field samples, and documentary records generated by our historic and prehistoric projects. Data are initially entered in a spreadsheet

that accommodates alphanumeric and numeric values, then migrated to relational platforms for long term storage and advanced querying. This migration workflow guarantees data integrity and enables seamless integration with cross sectional data.

Through regular maintenance cycles, GARI's database remains a reliable reservoir for research and data mining. The relational structure lets us execute simple filters as well as complex queries that reveal patterns across time, technology, and cultural interaction. For example, we have linked late 18th- to early 19th-century material culture from pioneer plantations, U.S. military forts, and Seminole/Creek sites to examine trade networks, the diffusion of non-indigenous goods, and the degree of acculturation among Indigenous groups during the Seminole Wars. Because the system can be partitioned into single site or multi-site views, we can compare intra-site activity zones with inter-site regional trends, producing insights that inform heritage management decisions.

Overall, GARI's database migration and upkeep strategy transforms raw field inventories into a powerful analytical engine. It supports sophisticated queries, fuels comparative research across dozens of forts, battlefields, plantations, and smaller sites, and provides a scalable framework for future excavations and interdisciplinary collaborations, all while preserving the essential material essence of Florida's archaeological record for generations to come.

In addition to this industry specific experience, our Archaeological Science and Technology Research Associate has played a key role in the development of multiple databases, including migration of Excel data to a custom database. This experience includes assisting in the development of a database for the US Air Force Spacelift Range Systems maintenance depot contract, which involved the migration of hundreds of thousands of radar and telemetry components from Excel, as well as the workflow development for repair work orders. Other experience includes leading a database project team for migration of customer data and schedules for a fractional jet aviation company as well as maintaining the tactical operations database in her role as an aviator.

ARTIFACT PRESERVATION

Gulf Archaeology Research Institute (GARI) manages a collection of over 100,000 artifacts, ecofacts, and bioarchaeological materials at its headquarters. In addition, GARI has cataloged and curated collections for museums and partner organizations, reflecting its commitment to preservation and interpretation.

Our practices follow 36 CFR 79 standards for archaeological curation, emphasizing long-term preservation, proper documentation, and public accessibility. Each item is cataloged with provenance, material composition, condition, and context. Artifacts are stabilized with conservation grade materials and stored under controlled conditions, while fragile specimens receive specialized care to ensure both integrity and research value.

Beyond storage, GARI curates collections for research and education. Protocols include accession records, cross-referencing with excavation data, and regular condition assessments. We collaborate with museums, universities, and cultural organizations to support research, exhibitions, and loans under strict professional standards. By combining rigorous preservation with public interpretation, GARI maintains its collections as both a reliable resource for scholars and an accessible window into the past.

CHINSEGUT HILL MANOR HOUSE

2023: At Chinsegut Hill Plantation, GARI conducted a comprehensive archaeological and historic landscape study that resulted in the recovery of over 57,000 artifacts, spanning prehistoric use through multiple periods of historic occupation. GARI meticulously cataloged these artifacts, including ceramics, glass, metal, and faunal remains, and produced a digital collection database for institutions at the Chinsegut Hill Historic Site. Notably, the project included the design and installation of a temporary museum exhibit showcasing selected artifacts, as well as an interactive touchscreen program for public interpretation. This demonstrates GARI's strength in full cycle artifact stewardship, from systematic recovery and cataloging through to exhibit curation and digital access.



FORT KING NATIONAL HISTORIC LANDMARK

2020: GARI oversees a collection exceeding 50,000 artifacts, and its work at Fort King underscores our rigorous protocols for artifact stewardship. During the Fort King Blacksmith Shop excavation (2019–2020), we processed a rich and varied assemblage, including blacksmithing debris, structural materials, bottle glass, ceramics, bullets, faunal remains, and prehistoric artifacts. All materials were recorded using a tiered system of excavation units, Field Sample (FS) identifiers, and stratigraphic levels. Cataloging included both inventory logs and clustered mapping, as presented in detailed appendices and tables. We analyzed ceramics microscopically and macroscopically, distinguishing types by paste, glaze, rim, form, and decoration, employing regional reference collections for typology. Data processing followed Secretary of the Interior's Standards and Florida Department of State guidelines. All recovered artifacts are integrated into the Fort King inventory and curated on site, with storage at the Archaeological Resource Center facility, ensuring long-term preservation, accessibility, and interpretive readiness.

PUBLIC INTERPRETATION

MUSEUM INSTALLATIONS

Fort King National Historic Landmark

As a culmination of the 2017 research, GARI helped to establish the Ft. King Archaeological Center exhibits located in the McCall House. This exhibit included artifacts recovered over several field seasons to provide the visiting public a sense of military lifeways at the fort and the range of material culture associated with the various military groupings including dragoons, infantry, and artillery. GARI designed and built the museum displays from scratch, and the majority of the display consists of artifacts recovered from Ft. King by GARI.

With the acquisition of the Dobbs House, which is now the Archaeology Research Center, GARI developed new exhibits, including the exposition of Blacksmith Shop excavation materials and maps as well as profiling the archaeological work completed on the newly discovered Building #2 from the road project.

During the first half of 2025 GARI developed a new exhibit for the Archaeology Research Center profiling the archaeological excavations at the location of the "Bottle Find." This bottle find is the feature first identified in 1968 after Hurricane Gladys toppled a large tree revealing what appeared to be a cellar containing several hundred fort period bottles. The new exhibit brought to life the vast range of glass used by the occupants of the Fort King fort and community during the second fort period.

Chinsegut Hill Manor House

Chinsegut Hill Manor House is a historic slave plantation and heritage site just a few miles north of Brooksville, FL. GARI was chosen for this project to locate, identify and evaluate cultural deposits on the hilltop characterized as the Plantation Core, the linear stretch west of the parking lot, and the area surrounding the classroom building. Since 2014, GARI has produced three detailed reports on three separate excavations and will conduct further investigations in 2026. GARI assisted in the design of the museum display at Chinsegut Hill.

Rainbow Springs Interpretive Center

In the mid-1990s GARI designed, fabricated, and installed a complete immersive exhibit room for Rainbow Springs State Park at the headsprings. This exhibit included fabricated/carved mammals, fish, and reptiles endemic to the Rainbow River, interpretive panels, and other features about the local ecology of the park.

INTERPRETIVE PROGRAMMING

GARI engages the community through lectures, classes, and other public events, making the communication of history and science a central goal. GARI has developed a public education component to provide current information on Florida Archaeology to local public and private organizations. GARI also provides a public citizen participation component within each project where appropriate and practical to increase public awareness of the need for and value of archaeological research in Florida.

Fort King

- Lunch with the Archaeologist

GARI will regularly collaborate with Fort King National Staff to host “Lunch with the Archaeologist” programs. These informative sessions offer the public a unique opportunity to bring their lunch to the site and engage directly with GARI archaeologists. Guests learn about ongoing investigations and recent findings in an informal setting, fostering greater understanding of Fort King’s significance.

- Public Archaeology Days

GARI will lead Public Archaeology Days at Fort King, inviting community members to participate in hands on excavation activities. A July 2024 event, for example, enabled volunteers to assist in searching for the famous “bottle cache and experience firsthand the archaeological process of screening, mapping, and artifact discovery.

- Fort King Annual Festival

The Fort King Annual Heritage Festival is a cornerstone public event at the National Historic Landmark, drawing families, history enthusiasts, and school groups from across the region. GARI archaeologists contribute programming that integrates archaeology into the broader mix of living history demonstrations, reenactments, and cultural exhibits. Our role often includes artifact interpretation stations, excavation demonstrations, and presentations connecting archaeological findings to the daily life of soldiers, settlers, and Seminole people during the Second Seminole War. This festival provides an important opportunity to translate technical research into public education, engaging hundreds of visitors each year in the preservation and interpretation of Ocala’s most significant historic site.

Crystal River Mounds

- Moon Over the Mounds

At Crystal River Archaeological State Park, GARI hosts the “Moon Over the Mounds” series—guided evening tours under moonlight that explore the significance of this ancient Pre-Columbian ceremonial complex. These one-hour walking tours provide a richly atmospheric

interpretive experience, supported by the Friends of Crystal River State Parks and Florida's public archaeology network.

- Prehistoric Canoe Building Demonstrations

GARI staff have also supported prehistoric canoe building demonstrations that highlight the deep Indigenous traditions of Florida's waterways. These programs showcase how dugout canoes were crafted by hollowing out large pine or cypress logs through controlled burning and adzing, a technology that has left tangible archaeological traces across the state. Visitors are invited to observe, and volunteers participate in, the carving process, gaining hands-on appreciation for the engineering skills and cultural significance of canoe travel in prehistoric and Seminole contexts. By pairing live demonstration with archaeological interpretation, GARI connects experimental archaeology with public education, bringing ancient lifeways vividly to life.

STAFFING PLAN

STAFF TEAM

Our approach to staffing the contract responsibilities balances a lean, permanently funded core team with a flexible pool of alternates and subject matter experts. The core team consists of the Project Manager, Gary Ellis, and the Project Coordinator, Stephanie Bauman. The Research Associate Jonathan Dean and the Sciences and Climatology Lead Kenneth Nash serve as the primary alternates in the event of increased workload, special project, or unavailability of primary project personnel. As a final backup plan, the Executive Director, Michelle Sivilich or an intern for GARI will complete tasks as necessary or respond until the primary project personnel can arrive.

In addition to completing the immediate tasks of the contract, GARI has access to multiple Research Associates who specialize in different specialized fields of archaeology, history, or ecology who can be enlisted to enhance the quality of the service we provide and the context of the information reported. Together we will provide continuous contract administration and communication. While our headquarters are located in Crystal River, FL, the Project Coordinator serves a hybrid role and lives near Fort King and can be on site within an hour, ensuring rapid response to any request. When the client issues a work order, we can activate the appropriate members of our staff, which includes the personnel detailed above.

Contract Team Roles and Responsibilities

Role	Person	Current Allocation	Anticipated Allocation for Contract	Primary Duties
<i>Project Manager</i>	Gary Ellis, Executive Director Emeritus	0.7 FTE (existing portfolio)	0.2 FTE	Overall contract oversight, budget monitoring, liaison with client, risk management
<i>Project Coordinator</i>	Stephanie Bauman, Research Associate	0.3 FTE (research duties)	0.4 FTE	Performs most contract functions, sets technical standards, reviews field and lab deliverables
<i>Primary Alternate Project Associate</i>	Jonathan Dean, Research Associate	0.6 FTE (research and archive duties)	0.2 FTE	Serves as primary alternate for contract tasks as required
<i>Primary Alternate Project Associate</i>	Kenneth Nash, Institute Chair	0.7 FTE (existing portfolio)	0.1 FTE	Serves as primary alternate for contract tasks as required
<i>Secondary Alternate Project Associate</i>	Michelle Sivilich, Executive Director	0.8 FTE (existing portfolio)	0.0 FTE	Only performs contract tasks in event of extreme high workload or emergency

AUTHORIZED PERSONNEL

Role	Person	Contact (email/phone)
<i>Project Manager</i>	Gary Ellis, Executive Director Emeritus	352-464-4274 gari.arch@gmail.com
<i>Project Coordinator</i>	Stephanie Bauman, Research Associate	334-549-9144 stephanie@gulfarchaeology.org
<i>Primary Alternate Project Associate</i>	Jonathan Dean, Research Associate	352-212-8610 gari.arch@gmail.com
<i>Primary Alternate Project Associate</i>	Kenneth Nash, Institute Chair	352-601-1236 gari.arch@gmail.com
<i>Secondary Alternate Project Associate</i>	Michelle Sivilich, Executive Director	732-995-3818 michelle@gulfarchaeology.org

CITY OF OCALA STAFF AND VOLUNTEER TRAINING

A key element of our staffing plan is the systematic training of City of Ocala personnel and community volunteers to perform routine tasks. We will design a training curriculum covering:

- Basic site safety and documentation procedures
- Simple artifact screening and labeling protocols
- Database data entry basics
- Public-engagement facilitation (guided tours, "dig-in-a-box" activities)

The training will be delivered a format appropriate to the task. This may include an on-site workshop between a few hours and several days long and/or written training and task guidance. Upon successful completion, certified staff and volunteers will be authorized to:

- Document accidental discoveries
- Perform initial artifact cleaning and bagging independently or under supervision
- Update the PastPerfect database with basic artifact information
- Assist with community-event setup and visitor orientation

By delegating some of these functions when necessary or expedient, we can provide additional value to the Fort King personnel infrastructure and ensure consistent service. Together, this layered staffing architecture of the core team, alternates, on call experts, and trained volunteers provides guaranteed capacity, rapid response times, and the assurance of a quality product.

REFERENCES

Person	Organization	Contact
<i>Emily Kambic</i>	American Battlefield Protection Program (former)	202-354-2035
<i>Zachary Phifer</i>	Crystal River Archaeological State Park and Yulee Historic Site	352-228-6021
<i>Ross Lamareaux</i>	Chinsegut Hill Program, Tampa Bay History Center	352-770-2188
<i>Natalie Kahler</i>	Chinsegut Hill Program, Tampa Bay History Center	352-238-6295

APPROACH AND METHODOLOGY

FIELD INVESTIGATION

PRE-FIELD METHODS

GARI prepares for research driven fieldwork through three core steps:

- Background Research: We review the latest scholarly literature, historic maps, and archival documents to frame the site’s known context.
- Research Design: We develop a formal research plan that outlines archaeological questions, expected behavioral signatures, and specific data collection methods (survey, coring, test pits, etc.).

- Stakeholder Engagement: We consult with Native American stakeholders, particularly the Seminole Tribe, to respect cultural sensitivities, incorporate tribal knowledge, and explore collaborative participation.

Our technical reports document every project phase, from initial hypotheses to final interpretations. The research design acts as a roadmap, linking anticipated behaviors, such as military mess hall activities or native habitation practices, to the material traces they leave behind. By articulating these expected signatures ahead of time, we maintain a disciplined investigative approach and ensure that each Fort King investigation contributes to a broader, integrated understanding of the region's archaeological record.

Behavioral First Approach to Archaeological Patterns

A behavioral signature is the physical imprint of a repeated human activity, bridging what people actually did and what we observe today as artifacts, features, and soil modifications. By identifying recurring activities, such as military mess halls, seasonal camps, or fort construction, we can infer activity presence, intensity, and social meaning, even in the absence of written records.

This approach is powerful because it is:

- Hypothesis driven, allowing systematic testing of expectations
- Cross site comparable, facilitating broader regional interpretations
- Respectful of past peoples' lived experiences, ensuring patterns are interpreted in context

By grounding excavation in this framework, each step of investigation is purposeful, reproducible, and capable of generating consistent interpretations across Seminole War sites, including Fort King.

FIELD METHODS

GARI employs a range of methods to locate, identify, and evaluate significant archaeological resources, both prehistoric and historic, guided by a formal research design. Fieldwork typically progresses through stages based on project requirements:

- Survey and Monitoring: Surface examination of exposed ground to identify visible features
- Test Excavation Units: Small units ("shovel tests") to assess subsurface deposits
- Formal Excavation Units: Larger units and trenches for detailed investigation



- Soil Coring: Sampling soil profiles to detect buried features
- Remote Sensing: Techniques such as ground penetrating radar (GPR) to locate subsurface remains

At Fort King, past surveys have been conducted, but additional investigation may be necessary to locate and evaluate potentially significant cultural deposits. Investigations are applied strategically, beginning with the least invasive methods and progressing to more intensive techniques only as warranted by initial findings. Each method has distinct advantages and levels of invasiveness, allowing us to meet the goals of both individual projects and the overall Fort King Master Plan.

Ground Penetrating Radar

GPR is a highly effective, non-destructive tool for identifying subsurface cultural and structural features. At Fort King, GARI employs GPR to locate the remains of brick, limestone, and wooden structures, as well as ephemeral features and cemetery deposits. Key details include:

- Equipment: A purpose-built 500 MHz GPR system designed for Florida's sandy soils.
- Depth and Resolution: Capable of detecting features to 30 ft depth, with high resolution data within the top 3 ft where most cultural features are found
- Application Sequence: GPR surveys are typically followed by soil coring, which informs the placement of small excavation units for positive identification of subsurface features and structures

This approach allows us to target investigations efficiently while minimizing disturbance to the site.

Coring and Shovel Testing

GARI employs a system of coring across potential and known historic and archaeological sites to assist in the location, identification and evaluation of cultural deposits. This system relies on the use of vibration coring tools designed and built by the institute which produces clean recoverable soil cores that staff can evaluate soil context and contents. GARI uses this method on all sites and projects due to the return of valuable contextual information retrievable without the use of excessive small excavation units (shovel testing). GARI staff have a strong expertise in soil coring and its application goes beyond archaeological sites to the analysis of river, pond, and spring sediments. Coring has been successfully used at the Fort King site by GARI since 1998 and will be employed in all future projects. When used with metal detection, ground penetrating radar, and small unit excavations it becomes a powerful tool to distinguish between natural, cultural and anthropogenic soils. This is particularly useful in identifying potentially buried features and structural remains.

Test Excavations

Test excavations are small, targeted units ranging from post hole size to 2×2 ft squares, placed within a permanent site grid following surface survey, coring, GPR, or monitoring alerts. Tying each unit to the grid provides three-dimensional provenience for every artifact or sample recovered, ensuring precise spatial context. Materials are collected both in situ and through screen washing, measured when possible, labeled with recovery date, depth, and context, and transported to the laboratory for cleaning, cataloguing, and entry into an integrated site inventory database. This database can be combined with maps, renderings, and other contextual data to support local and regional interpretation.

Because test pits disrupt the original context, meticulous documentation is essential. Every excavation generates detailed field sheets recording stratigraphy, plan and profile views, and interior features. Careful use of trowels, brushes, picks, screens, shovels, levels, and measuring tools ensures that both the process and the scientific value of the finds are preserved digitally and on paper. Test excavations form the foundation for evaluating a project's research contribution and for deciding whether a larger excavation is warranted.

Full Excavations

Excavations build on the test excavation phase, expanding both the spatial extent and logistical complexity of the work. The layout follows a pre-established site grid, with each trench recorded by its north-south and east-west coordinates so every artifact can be plotted in three dimensions. A preliminary excavation plan specifies the size and orientation of the initial trench, and subsequent trenches are planned based on initial findings.

During the dig, the team proceeds layer by layer, exposing natural and cultural strata in the order they were deposited. Each stratum is documented with profiles, photographs, and plan views, while all features are mapped with precise measurements and assigned unique identifiers. Artifacts are recovered using hand tools, with on-site screen washing stations processing bulk soil efficiently.

Key aspects of the excavation process include:

- **Artifact Provenience:** Every item is bagged, labeled with its three dimensional coordinates and context, and logged in a field ledger.
- **Documentation and Data Management:** Context sheets, photographs, drawings, and digital point clouds are uploaded daily to the project server for immediate laboratory access.
- **Laboratory Work:** Specimens are rinsed, sorted, catalogued, and entered into the integrated site inventory database, linking each artifact to its exact provenience.
- **Trench Closure:** Once a trench reaches its planned depth or cultural horizon is exhausted, backfill is carefully replaced, and the trench is capped if no further work is planned.

This systematic process ensures that both the field and laboratory phases preserve the scientific value of each find, support detailed analysis, and maintain the integrity of the site for future research.

REPORTING AND DOCUMENTATION

GENERAL

All GARI archaeological reporting is conducted in compliance with federal and state requirements and professional standards. Our work follows:

- Section 106 of the National Historic Preservation Act and 36 CFR Part 800 (Protection of Historic Properties).
- Chapter 267, Florida Statutes and Rule 1A-46, Florida Administrative Code.
- FDOT Project Development and Environment Manual, Part 2, Chapter 12 (Rev. 1999).
- Cultural Resource Management Handbook (Rev. 2004).
- Florida Division of Historical Resources Cultural Resource Management Standards and Operations Manual, Module Three.
- Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716-42), which all professional staff meet or exceed.

MONTHLY REPORTS

In addition to the project and monitoring reports detailed below, GARI will provide a monthly update whenever any work is in progress and/or artifacts have been cataloged. Any such report will include all of the following, as relevant to the work in progress:

- Status of work in progress
- Status and progress of artifacts and items cataloged
- Excel spreadsheet of artifacts and objects cataloged, keeping in mind that these may be incomplete at the time of monthly report delivery
- When database entry has been accomplished, a copy of the updated dataset downloaded from the museum collection database

CULTURAL RESOURCE MAINTENANCE REPORTS

Simple Monitoring Report

A GARI monitoring report is a brief, single page record that proves a short-term activity (post hole, sprinkler line, vegetation removal) complied with preservation regulations. When artifacts are found, a separate inventory file supplies the detailed catalog.

Key elements included in the report:

- Project header: project name, client, dates, regulatory citations
- Scope summary: what work was done and why monitoring was required
- Method and provenience: brief description of the technique, grid system, and personnel
- Stratigraphic log: depth ordered description of each soil horizon encountered
- Findings statement: “no cultural material observed” or a concise description of any feature/artifact encountered
- Photos/sketches: one or two representative images or a simple plan/profile showing unit locations and depths
- Conclusion and compliance: affirmation that work met all legal requirements and any recommended next steps

If artifacts are recovered, a separate artifact inventory file is attached, containing IDs, measurements, photos, and conservation notes.

Large Scale Monitoring Report

A GARI monitoring report records multi-phase field projects (e.g., pond clean out, utility trenching, access-road replacement) on a single page, demonstrating that all work adhered to preservation regulations. When artifacts are recovered, a separate inventory file provides a full itemized catalog. The report is structured so reviewers can quickly understand what was done, how, what was found, and compliance with legal standards.

Key Elements:

- Project Header: Lists project name, client agency, field dates, applicable statutes, SHPO permit number, and contact info for the lead archaeologist and consulting firm
- Scope Summary: Briefly describes construction tasks triggering monitoring and explains why monitoring was required
- Method and Provenience: Summarizes field techniques, grid system coordinates, personnel present, and any health, safety or site access protocols
- Stratigraphic Log: Depth ordered list of salient soil horizons across monitored sub-areas. Only key horizons are included to maintain readability
- Findings Statement: Notes “no cultural material observed” or briefly describes features/artifacts with location and basic characteristics
- Photos / Sketches: One or two visuals showing key features, unit locations, and stratigraphic changes, with captions tied to findings
- Conclusion and Compliance: Affirms that all work met legal requirements, outlines protective measures taken, and recommends next steps if needed

GPR Report

GARI employs GPR in contexts where other archaeological methods lack the clarity for location and identification of cultural features. GARI may use GPR for primary discovery as a

survey mode or to build a preliminary picture of subsurface contexts where coring is coming up short. What follows is some form of excavation that ground truths the GPR results. Here, GARI then incorporates the data within the project final technical reports as a separate report section. In the case of cemeteries or a highly focused survey, a report may be issued containing a GIS map of the grave sites or subsurface features recorded by the GPR. GARI intends to utilize GPR at Fort King which will culminate in a report of findings

Historical Narrative

Fort King has a vibrant historical narrative, one resulting from many decades of historical literature searches. As in all historic sites, this narrative represents only a fraction of the information about the site that may ultimately be available in the historical literature. GARI maintains a huge library of historic military documents as well as pathways for recovering long forgotten histories of military units and personnel stationed at Fort King. Staff are continuously making deep dives into state, national (institutional and military) archives as well as genealogical inquiries to ferret out letters, logs, newspaper, and other published documents that might relate to Seminole War Period sites, including Fort King. GARI is committed to discovering any and all new data related to the fort to broaden the corpus of knowledge and interpretive potential of Fort King.

GIS Maps

GIS maps will be provided as a part of project documentation in a shapefile format and delivered with supporting text. These graphic portrayals will largely be provided in the context of field reports. GARI may generate many topic specific GIS maps for the purposes of accounting for Cultural Resource Maintenance projects as well as on-site research programming. The majority of the GIS maps will be generated from the research database where specificity of location (provenience) and object/content detail are needed for context analysis.

ARTIFACT CATALOG AND DIGITAL ARCHIVE

Museum Collections Database

The PastPerfect database is a robust tool for tracking museum collections, libraries, and archaeological objects of all sizes. It allows recording, tracking, and integrating objects collected from multiple sources, including archaeological excavations. The system aligns with standard archaeological practices by organizing object data by unit, level, and stratum, while also tracking storage locations and movement within and outside the property.

In addition to internal organization, PastPerfect includes a public facing website publishing tool, enabling controlled public access to museum collections, including archaeological

materials. Access can be customized down to individual object images or selected data fields.

Gulf Archaeology will ensure that all archaeological objects collected during field projects at the Fort King Site are submitted in the appropriate format for PastPerfect, ensuring long-term preservation, data sharing, and accessibility. We will work with the City of Ocala's IT or designated representatives to organize the database dataspace for archaeological objects. This includes advising on the level of information appropriate for public access, preparing photographs of artifacts, and maintaining updated records for any objects moved or used in museum display preparation. Preservation recommendations for the objects and their storage conditions will also be included to ensure their long-term integrity and usability for research and public education.

Data Migration

Migrating the existing archaeological collections at Fort King to the PastPerfect database will require harmonizing existing datasets, mapping information to database categories and fields, and ensuring uniformity of field specimen numbers for efficient record keeping. Given the size of the collection, this will require effort from both GARI staff and volunteers. To make the process scalable, GARI will implement checklists and forms, provide volunteer training materials, and use visual aids for cataloging.

To manage the scope effectively, GARI recommends:

- Establishing a Database Migration Team: A multi-stakeholder group, including GARI, that meets periodically to coordinate progress and resolve issues.
- Managing the Project with Milestones: A structured schedule with timelines, deliverables, and accountability tasks assigned to relevant partners.
- Implementing a Phased Approach: Cataloging milestones submitted incrementally, with phases organized around logical partitions such as box numbers or archaeological units.

Normalizing and organizing the records in this manner will ensure that the collection remains useful for public interpretation and future research. As the holdings of a National Historic Landmark, proper cataloging will also reflect positively on the custodians of the site as a center for archaeological research.

INTERPRETIVE PROGRAMMING

MUSEUM INSTALLATIONS

To support public interest in the history of Fort King and its archaeological research, GARI will collaborate with the City of Ocala to provide periodic updates to interpretive displays in the Archaeological Resource Center. Upon request and by mutual agreement, GARI can also

Exhibit D - Archaeologist Proposal CONTRACT# REC/250728

assist with interpretive content in the historical museum, focusing on archaeological materials and related interpretation. Unless funded separately through grants or dedicated community support, costs for museum displays and interpretive projects will be the responsibility of the City of Ocala. Updates may reflect ongoing research, recently completed projects, or special events.

Schedule of Archaeological Exhibit Updates:

- Full museum display and interpretive text: updated no more than once every two years
- Entire display case and interpretive text: updated no more than once every six months
- Partial display case updates (up to half) and interpretive text: up to once per calendar month, in response to new research or project findings
- Other interpretive tasks: completed as requested and mutually agreed upon

PUBLIC ENGAGEMENT*Children's Activities*

As agreed upon during planning sessions, GARI will run hands-on children's educational workshops, artifact-handling stations, or short storytelling sessions that connect the fort's daily life to the objects recovered. These activities will be connected to existing programming at Fort King and

GARI will also endeavor to participate in and provide activities during any school field trips hosted by the City of Ocala at the Fort King site. We will be flexible on the hours and development of activities, keeping in mind that GARI does have other contractual work or Fort King responsibilities that may limit participation. On such occasions, GARI may help the City of Ocala staff develop an appropriate activity that can be hosted by Fort King staff and volunteers.

Public Archaeology Days

On the schedule agreed upon by the parties, but no more often than five times per year, GARI will host a station during public archaeology days. Our archaeologists will demonstrate screening, context recording, and conservation while visitors watch live excavations (if available), ask questions, and participate in brief "artifact-spotting" activities. Guest may also participate in artifact washing and identification activities as appropriate to the availability of materials and after signing a waiver releasing GARI from liability.

Annual Events

Fort King Heritage Festival: Reenactments, music, and food tied to the fort's founding anniversary will serve as a platform for GARI to host an activity area or display. The activity

will depend on the work that GARI is currently engaged in at the Fort. For example, if an excavation is on-going, this may be used as the archaeology station for the annual event.

Season-end symposium: A public lecture, likely during the Summer Nights Lecture Series will summarize the year's discoveries, methodological advances, and plans for the next season.

Monthly Events

GARI will conduct a monthly event, "Lunch with the Archaeologist" on the Fort King site. This will consist of a short public lecture and question and answer session. In concert with the Fort King staff, we will agree upon a topic schedule for the lunch sessions. On special occasions or according to the Fort King activity schedule, we can plan a special demonstration of archaeologically relevant activity, such as flint knapping or fort construction techniques.

VOLUNTEER TRAINING

GARI will work with the City of Ocala employees, volunteers, and other designated personnel to provide a level of training that best suits the Fort King site personnel. At a minimum, GARI will provide training and checklists (if appropriate) for: accidental discovery procedures, archaeological monitoring, artifact collections processing, and archaeological interpretation of the fort and the archaeological museum displays.

Accidental discovery, archaeological monitoring, and artifact processing training will include training that culminates in official internal designation of qualified personnel. All volunteers will receive an overview of these topics, but the formal designation is reserved for those volunteers or staff who possess the requisite desire, responsibility, and capacity to complete the required tasks.

Periodic archaeology volunteer days: Specialized sessions (e.g., nail-grading, glass identification) will give volunteers deeper insight into the excavation process and allow us to convey targeted information.

- New exhibits: For any major find, volunteers will be briefed on the information and provided with updated docent guide. GARI will also work with the City of Ocala to host a short training session for larger exhibit updates
- New archaeological discoveries: For any major find, volunteers will be briefed on the information and provided with updated docent guide
- New procedures: GARI will keep volunteers and volunteer guides updated based on the most recent guidance

For Fort King volunteers and/or staff who are interested in artifact processing, the City of Ocala may appoint, and GARI will train a small group of volunteers or staff members who have additional experience or expertise. These supervisors can step in when a GARI employee or

Exhibit D - Archaeologist Proposal CONTRACT# REC/250728

designated agent is not available, helping to keep the work consistent and to speed up processing by increasing the amount of time devoted to the task.

Volunteer training sessions will be up to 2 hours per session. Training sessions in excess of 2 hours will be negotiated separately and remuneration agreed up on between the parties.

GARI may periodically invite its own volunteers to assist with tasks covered by the Fort King contract. When this occurs, a clear distinction will be made between:

- City of Ocala volunteers: individuals under the authority of the City of Ocala, and
- GARI volunteers: individuals who work under GARI's authority.

If the City of Ocala requires that all GARI volunteers on the Fort King site be registered as City of Ocala volunteers, those volunteers will be covered by the City's liability and insurance policies while working on the site and will be subject to the City's conduct policies.

Regardless of which authority registers them, both groups will receive identical training and will be designated in the same way; however, GARI volunteers will receive task directions solely from GARI staff or GARI designated personnel.

PROJECT SCHEDULE

FIELD INVESTIGATION SCHEDULE

Project scheduling is tied directly to the program deliverables and priorities set by the City of Ocala. GARI will coordinate with Park Staff to establish an on station schedule for routine tasks such as volunteer training, database and inventory work, and other contract deliverables outlined in Section 2 of the RFP. These tasks are expected to average between 12-20 core hours per week, though actual days on station may vary based on activity. Other activities such as public interpretation and volunteer training will be scheduled by mutual agreement and schedule reconciliation at the time of the events.

Our commitments include:

- 48-Hour Notice: GARI staff will be on station with 48 hours' notice from the City special, emergency, or unexpected monitoring requests.
- 72-Hour Mobilization: For quoted work, field activities will begin within 72 hours of City approval of the quote.
- Hourly Services: All on station tasks are billed at the budgeted hourly rate as specified in Exhibit A.

Exhibit D - Archaeologist Proposal CONTRACT# REC/250728

- Volunteer Training: Up to 8 hours per week, declining as volunteers gain proficiency. Training covers Fort King archaeology, artifact categories, and database work, and will be supported by an instructional manual for staff and volunteers.
- Database and Inventory Work: Includes cataloging, inventory updates, and database migration tasks coordinated with Park Staff.

What is critical in this schedule is routine communication with the GARI to distinguish priority from routine tasks. On some weeks, no special hours may be needed beyond core tasks; in others, additional monitoring or emergency response may be required. GARI will adjust on station hours accordingly to ensure both planned deliverables and urgent needs are met without disruption to the program.

PROJECT DELIVERABLE SCHEDULE

Project deliverable schedule will vary based on the size of the project and the amount of archaeological material recovered from the task. For projects with smaller footprints and/or archaeological collected material, a report may be provided within two (2) working days of the completion of the physical monitoring. For larger projects, the report may be provided within fourteen (14) working days of the same. During monitoring of multi-day projects, in order to ensure accuracy, GARI will complete a daily monitoring log to be submitted along with the final report.

QUALITY ASSURANCE AND QUALITY CONTROL

GENERAL

All GARI archaeological programming is conducted in compliance with federal and state preservation requirements and professional standards. Our work follows:

- Section 106 of the National Historic Preservation Act and 36 CFR Part 800 (Protection of Historic Properties).
- Chapter 267, Florida Statutes and Rule 1A-46, Florida Administrative Code.
- FDOT Project Development and Environment Manual, Part 2, Chapter 12 (Rev. 1999).
- Cultural Resource Management Handbook (Rev. 2004).
- Florida DHR Cultural Resource Management Standards and Operations Manual, Module Three.
- Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716-42), which all professional staff meet or exceed.

GARI maintains a structured QA/QC program to ensure accuracy, consistency, and compliance in both field and reporting activities. Processes are designed to follow federal

and state requirements while also providing the City of Ocala with reliable documentation of all work performed.

FIELD QA/QC

Field work can quickly become overwhelming if not managed with standard practices. That is why GARI consistently uses forms, checklists, and redundant data sources to reduce error.

- **Daily Notes and Logs:** Archaeologists maintain standardized field forms recording provenience, soil profiles, feature sketches, photographs, and artifact counts. Field supervisors review notes each day for accuracy and completeness.
- **Checklists for Field Procedures:** Written checklists are used for unit setup, excavation closure, photography, and artifact collection to ensure nothing is overlooked.
- **Redundancy in Data Capture:** Provenience and measurements are recorded in both field notebooks, on artifact bags and via photographs, minimizing errors.
- **Artifact Handling Protocols:** All artifacts are bagged, labeled, and stabilized using conservation grade materials according to Florida DHR standards.

ARTIFACT PRESERVATION QA/QC

GARI integrates artifact preservation into its overall QA/QC program to ensure consistency, compliance, and long-term stability of collections. Preservation tasks follow written SOPs and checklists that are verified at multiple stages.

- **Stabilization Checklists:** All artifacts are cleaned, labeled, and stabilized using conservation grade materials. A preservation checklist is completed for each batch to confirm packaging and handling standards are met.
- **Redundant Labeling and Cataloging:** Artifacts receive physical labels and digital entries cross checked against field logs.
- **Condition Assessments:** Supervisors conduct initial and follow up assessments of fragile artifacts, with findings logged in both catalog and preservation records.
- **Controlled Storage Verification:** Storage environments are checked against environmental and material standards, with routine inspections documented.
- **Pre-Exhibit Review:** Items selected for display undergo review to confirm they are properly stabilized, mounted, and accompanied by preservation recommendations.

DOCUMENTATION QA/QC

In both written reports and database cataloging, GARI standardizes procedures to best serve the interests of the City of Ocala, future researchers, and the public.

- **Redundant Cataloging Process:** GARI has instituted a procedure that ensures that artifacts are observed and identified several times during the processing and

cataloging routine. This ensures that errors are minimized by virtue of continual observation and correction.

- **Standardized Documentation:** All reports, GIS data, and interpretive products follow written templates aligned with 36 CFR 79, Florida DHR standards, and Section 106 requirements.
- **Peer Review Process:** Draft reports and GIS products undergo internal review by senior GARI staff to ensure accuracy, consistency, and compliance with City deliverables.
- **Deliverable Checklists:** Prior to submission, staff complete a checklist verifying that all RFP deliverables are included.
- **City Review Integration:** Feedback from the City Project Manager is incorporated systematically, with revisions logged and tracked to confirm resolution.

Exhibit D - Proposal Gulf Archaeology Research Institute

Gulf Archaeology Research Institute References

Person	Organization	Contact
Emily Kambic	American Battlefield Protection Program (former)	202-354-2035
Zachary Phifer	Crystal River Archaeological State Park and Yulee Historic Site	352-228-6021
Ross Lamareaux	Chinsegut Hill Program, Tampa Bay History Center	352-770-2188
Natalie Kahler	Chinsegut Hill Program, Tampa Bay History Center	352-238-6295



Exhibit E - Addendum # 1



Date: August 22, 2025
To: All bidders
From: Eileen Marquez, Senior Buyer
Solicitation Number: Fort King Archaeology Services
Solicitation Title: RFP# REC/250728

SECTION 1. QUESTIONS AND ANSWERS

- 1.1 QUESTION: Hourly rates have been requested for archaeological monitoring, but we typically provide monitoring day rates. Would the City consider revising the request for an hourly rate to be a request for a daily rate and a minimum number of days per mobilization for archaeological monitoring?
- ANSWER: No, we are choosing to use an hourly rate because many of the jobs do not consist of a full day's work. The majority of the projects will only last a few hours. Examples include down trees, fence post monitoring, and small washouts.
- 1.2 QUESTION: If only an hourly rate is acceptable, is a rate sheet detailing the rate of staff necessary to execute the tasks in the RFP? For example, RFQ pg. 13, (i) Price Proposal: this section states, "Provide any additional pricing for miscellaneous tasks that are not included on Exhibit A in your proposal." Does this statement permit SEARCH to just provide our rates within the Exhibit A Price Proposal?
- ANSWER: Yes, rates may vary depending on the employee's qualifications. An archaeologist's rate may be less than that of an archaeologist tech or a volunteer.
- 1.3 QUESTION: The Pricing Proposal Excel form only includes a single place for the hourly rate per task. Please clarify if a generalized rate for the task is expected.
- ANSWER: We are only looking for an hourly rate, as the services provided will mostly consist of monitoring digs for infrastructure improvements.
- 1.4 QUESTION: Items 2 (Reporting & Documentation) and 4 (Prepare monthly Archaeological Deliverables) are requested at hourly rates. Please confirm if these tasks will be set up as a limiting amount/NTE contract driven by task orders.

ANSWER: This will be a 2-year contract with two 1-year renewals. Not to exceed the contract limits of \$50,000

- 1.5 QUESTION: A project schedule is requested, and RFQ pg. 7 mentions that a detailed written estimate" is to be submitted for tasks, but there is no specific project or scope outlined in the RFP, as this is an on-call contract. Is there an overall goal or planned projects list available to develop a schedule per this RFQ requirement?

ANSWER: We have two projects currently planned. Project 1. It is a trench approximately 30 feet in length for fiber installation. Project 2. Consists of monitoring the digging of a sidewalk from Fort King Street to the chickee. Other services required will be on an on-call basis for issues that may arise over the contract term. For clarification, future construction of the Master Plan will be bid out on a separate RFP, and the contractor will be responsible for securing archeological services. This contract will not include future build-out projects of the Master Plan.

Certificate Of Completion

Envelope Id: 1EFA5B31-D948-4F37-9BE1-C926E163C8D7

Status: Completed

Subject: Agreement for Professional Archaeological Services-Fort King National Historic Landmark (REC/250728)

Source Envelope:

Document Pages: 63

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Porsha Ullrich

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110 SE Watula Avenue

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Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

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Gary Ellis

gari.arch@gmail.com

Director Emeritus

Security Level: Email, Account Authentication (None)

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Gary Ellis
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Electronic Record and Signature Disclosure:

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ID: 44b979c9-2788-4c24-bbfc-fa07ffcab09e

William E. Sexton, Esq.

wsexton@ocalafl.gov

City Attorney

Security Level: Email, Account Authentication (None)

Signed by:

William E. Sexton, Esq.
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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
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Signed: 11/17/2025 8:37:40 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

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...

Sent: 11/17/2025 8:37:42 AM

Viewed: 11/17/2025 9:32:40 AM

Signed: 11/17/2025 9:32:59 AM

Signature Adoption: Pre-selected Style

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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	11/6/2025 11:51:17 AM
Certified Delivered	Security Checked	11/17/2025 9:32:40 AM
Signing Complete	Security Checked	11/17/2025 9:32:59 AM
Completed	Security Checked	11/17/2025 9:32:59 AM
Payment Events	Status	Timestamps
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.

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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.

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 19.0
CANCELS ORIGINAL SHEET NO. 19.0

**APPLICATION FOR INTERCONNECTION OF
CUSTOMER-OWNED RENEWABLE
GENERATION SYSTEMS**

TIER 1 - Ten (10) kW or Less

TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW

TIER 3 - Greater than 100 kW and Less Than or Equal to Two (2) MW

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net-metering customers located in the area served by the City of Ocala Electric Utility. Please refer to the Ocala Electric Utility Net-Metering Rate Schedule.

Ocala Electric Utility customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the Ocala Electric Utility system are required to complete this application. When the completed application and fees are returned to Ocala Electric Utility, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained at Ocala Electric Utility, located at 201 SE 3rd Street, Ocala, Florida 34471, or may be requested by email from OEU@ocalafl.org.

1. Customer Information

Name: Douglas M. Prusso

Mailing Address: 4811 NW Highway 225A

City: Ocala State: FL Zip Code: 34482

Phone Number: 404-569-9046 Alternate Phone Number: _____

Email Address: Doug@falconridgestables.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 505502-232841

2. RGS Facility Information

Facility Location: 4811 NW Highway 225A Ocala, FL 34482

Ocala Electric Utility Customer Account Number: 505502-232841

RGS Manufacturer: Panasonic Like Solutions Company of America

Manufacturer's Address: Two Riverfront Plaza 5th Floor
Newark, NJ 07102

Reference or Model Number: VBHN330KA03E (99-Modules @330W)

Serial Number: INTEGRATED ENPHASE IQ7X (240V) MICRO-INVERTERS

(Continued on Sheet No.19.1)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

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(Continue from Sheet No. 19.0)

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3. Facility Rating Information

Gross Power Rating: 27.77kWac ("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: 10/21/2025

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is \$375 for Tier 2 and \$750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

- A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):
1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
 2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
 3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 19.2)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 19.1)

FIRST REVISED SHEET NO. 19.2
CANCELS ORIGINAL SHEET NO. 19.2

B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 3rd party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.

C. Proof of insurance in the amount of:
Tier 1 - \$100,000.00
Tier 2 - \$1,000,000.00
Tier 3 - \$2,000,000.00

Customer

By: Douglas M. Prusso
(Print Name)

Date:

10/22/2025

(Signature)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 20.0
CANCELS ORIGINAL SHEET NO. 20.0

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this “Agreement”) is entered into this 22nd day of October, 20 25, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter “FMPA”), the City of Ocala doing business as Ocala Electric Utility, a body politic (hereinafter “OEU”), and Douglas M. Prusso, 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)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.0)

FIRST REVISED SHEET NO. 20.1
CANCELS ORIGINAL SHEET NO. 20.1

Section 3. Metering

3.01 In accordance with the OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation, OEU shall install metering equipment at the point of delivery capable of recording two separate kWh meter readings: (1) the flow of electricity from OEU to the Customer (Delivered), and (2) the flow of excess electricity from the Customer to OEU. OEU shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset Customer's demand for OEU's electricity. All electric power and energy delivered by OEU to Customer shall be received and paid for by Customer to OEU (Received) pursuant to the terms, conditions and rates of the OEU otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the OEU Electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to the OEU electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from OEU.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.1)

FIRST REVISED SHEET NO. 20.2
CANCELS ORIGINAL SHEET NO. 20.2

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)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.2)

FIRST REVISED SHEET NO. 20.3
CANCELS ORIGINAL SHEET NO. 20.3

Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02. Amendment. It is understood and agreed that FMPA and OEU reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and OEU may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and OEU will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and OEU, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Marion County, Florida, or the United States District Court sitting in Marion County, Florida, as appropriate.

(Continued on Sheet No. 20.4)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.3)

FIRST REVISED SHEET NO. 20.4
CANCELS ORIGINAL SHEET NO. 20.4

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)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.4)

FIRST REVISED SHEET NO. 20.5
CANCELS ORIGINAL SHEET NO. 20.5

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

Signed by: City of Ocala Electric Utility

By: Janice Mitchell

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Title: CFO

Date: 11/14/2025

Signed by: Florida Municipal Power Agency

By: [Signature]

087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 11/14/2025

Customer

By: Douglas M. Prusso

(Print Name)

Date: 10/22/2025

(Signature)

Customer's City of Ocala Electric Utility Account Number: 505502-232841

Approved as to form and legality:

Signed by:

William E. Sexton, Esq.

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City Attorney

(Continued on Sheet No. 20.6)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.5)

FIRST REVISED SHEET NO. 20.6
CANCELS ORIGINAL SHEET NO. 20.6

**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.

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 22.0
CANCELS ORIGINAL SHEET NO. 22.0

Tier 2
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 22nd day of October, 2025, by and between Douglas M. Prusso, (hereinafter called "**Customer**"), located at 4811 NW Highway 225A 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: 4811 NW Highway 225A Ocala, Fl. 34482.

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)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 22.0)

FIRST REVISED SHEET NO. 22.1
CANCELS ORIGINAL SHEET NO. 22.1

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)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 22.1)

FIRST REVISED SHEET NO. 22.2
CANCELS ORIGINAL SHEET NO. 22.2

- 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)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 22.2)

FIRST REVISED SHEET NO. 22.3
CANCELS ORIGINAL SHEET NO. 22.3

12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes 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)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 22.3)

FIRST REVISED SHEET NO. 22.4
CANCELS ORIGINAL SHEET NO. 22.4

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of 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)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 22.4)

FIRST REVISED SHEET NO. 22.5
CANCELS ORIGINAL SHEET NO. 22.5

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)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 22.5)

FIRST REVISED SHEET NO. 22.6
CANCELS ORIGINAL SHEET NO. 22.6

- 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)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 22.6)

FIRST REVISED SHEET NO. 22.7
CANCELS ORIGINAL SHEET NO. 22.7

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)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 22.7)

FIRST REVISED SHEET NO. 22.8
CANCELS ORIGINAL SHEET NO. 22.8

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: 11/14/2025

Customer:

By: Douglas M. Prusso
(Print Name)
[Signature]
(Signature)
Date: 10/22/2025

City of Ocala Electric Utility Account Number:
505502-232841

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
W455A88A8ED04E3
William E. Sexton, Esq.
City Attorney

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2025

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 Acentria Insurance - Ocala 1823 E. Ft. King St., #200 Ocala FL 34471	CONTACT NAME: Rochelle McAllister PHONE (A/C, No, Ext): 352-433-0153 FAX (A/C, No): E-MAIL ADDRESS: Rochelle.McAllister@Acentria.com														
INSURED Solar Trek, Inc. 5851 S Pine Ave Ocala FL 34480	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Southern-Owners Insurance Company</td> <td style="text-align: center;">10190</td> </tr> <tr> <td>INSURER B : Builders Mutual Insurance Company</td> <td style="text-align: center;">10844</td> </tr> <tr> <td>INSURER C : Auto-Owners Insurance Company</td> <td style="text-align: center;">18988</td> </tr> <tr> <td>INSURER D : Kinsale Insurance Company</td> <td style="text-align: center;">38920</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Southern-Owners Insurance Company	10190	INSURER B : Builders Mutual Insurance Company	10844	INSURER C : Auto-Owners Insurance Company	18988	INSURER D : Kinsale Insurance Company	38920	INSURER E :		INSURER F :	
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INSURER D : Kinsale Insurance Company	38920														
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 312380368**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
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: </div> <div> <input type="checkbox"/> </div> </div>			0100373733-0	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY </div> <div> <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>			9542252101	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WCP107950504	7/1/2025	7/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented Equipment			78691584	6/1/2025	6/1/2026	ACV LIMIT \$85,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Qualifier: Patrick Michael Altier, License# CVC56899

Certificate of Insurance is provided as evidence of coverage for the operations of the insured only.

CERTIFICATE HOLDER**CANCELLATION**

Doug Prusso
 4811 NW Hwy 225A
 Ocala FL 34482

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

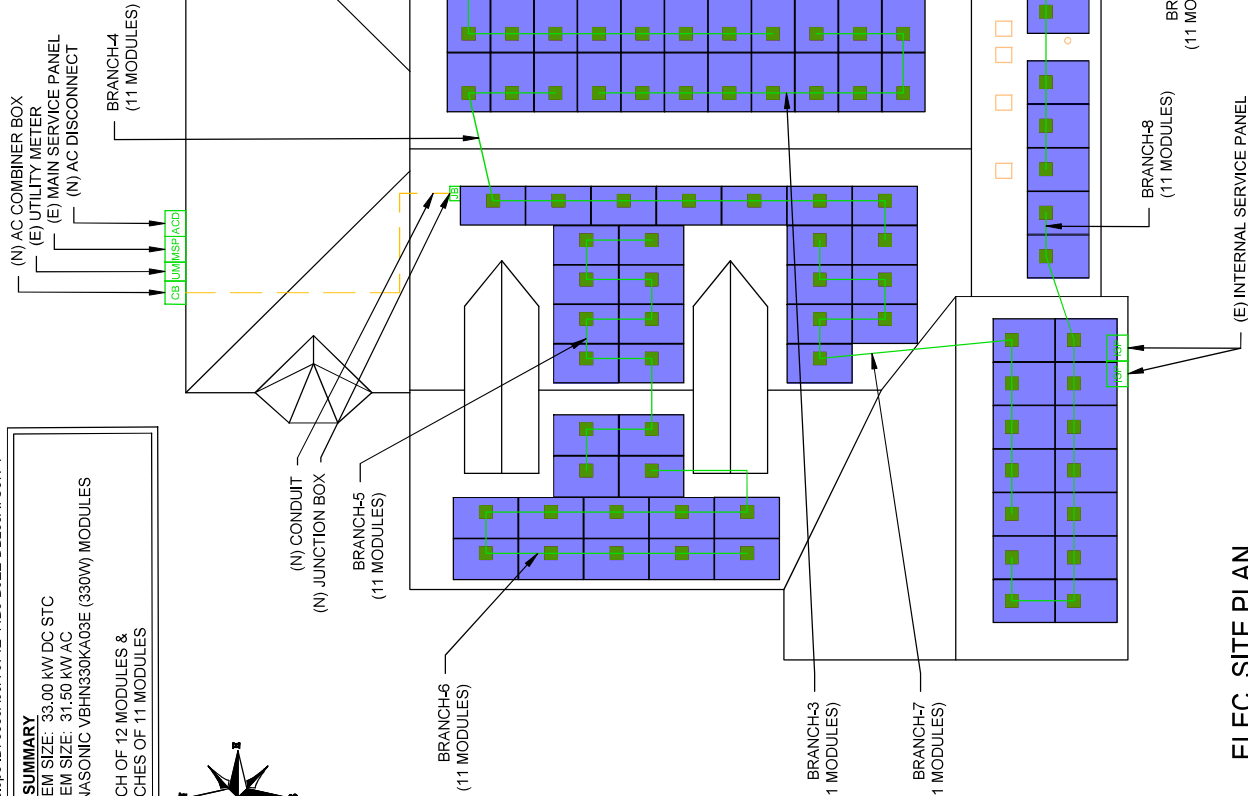
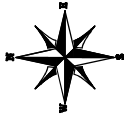
AUTHORIZED REPRESENTATIVE

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SYSTEM SUMMARY

DC SYSTEM SIZE: 33.00 kW/DC STC
AC SYSTEM SIZE: 31.50 kW/AC
(100) PANASONIC VBHN330KA03E (330W) MODULES

- (1) BRANCH OF 12 MODULES &
(8) BRANCHES OF 11 MODULES



NW HWY 225A
(E) FRONT YARD

(E) BACK YARD

BILL OF MATERIALS		
EQUIPMENT	QTY	DESCRIPTION
SOLAR PV MODULE	100	PANASONIC VBHN330KA03E (330W) MODULES WITH INTEGRATED ENPHASE IQ7X (240V) MICRO-INVERTERS
JUNCTION BOX	3	JUNCTION BOX 600V, NEMA 3R UL LISTED
AC DISCONNECT	1	200A RATED FUSED AC DISCONNECT WITH 175A FUSES
AC COMBINER BOX	1	200A RATED AC COMBINER BOX, NEMA 3R, UL LISTED, 240V
BREAKER	9	20A/2P BREAKERS
BREAKER	1	15A/2P BREAKER
RAIL	65	IRONRIDGE XR100 RAIL, 168"
SPLICE	28	SPLICE KIT
GROUNDING LUG	44	GROUNDING LUG
ATTACHMENT	251	IRONRIDGE FLASHFOOT 2 PV ROOF ATTACHMENT
UFO CLAMPS	244	UFO CLAMPS

ELECTRICAL CERTIFICATION STATEMENT:

THE SUBJECT PV SYSTEM HAS BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE 2020 NEC AND/OR THOSE SET FORTH BY THE FSEC CERTIFICATION, INCLUDING (AS APPLICABLE), THE MAXIMUM NUMBER OF MODULE STRINGS, THE MAXIMUM NUMBER OF MODULES PER STRING, MAXIMUM OUTPUT, MODULE MANUFACTURER AND MODEL NUMBER, AND INVERTER MANUFACTURER AND MODEL NUMBER.
HB1021, WHICH AMENDED F.S. 377.705 IN 2017, REMOVED THE REQUIREMENT FOR DESIGNERS TO HAVE THEIR SYSTEM DESIGNS CERTIFIED BY FSEC. THE LANGUAGE: "... UNLESS OTHERWISE CERTIFIED BY AN ENGINEER LICENSED PURSUANT TO CHAPTER 471 USING THE STANDARDS CONTAINED IN THE MOST RECENT VERSION OF THE FLORIDA BUILDING CODE." ALLOWS LICENSED ENGINEERS TO DESIGN PV SYSTEMS INDEPENDENTLY, AS THEY DO IN ALL OTHER TRADES.

LEGEND	
ISP	- INTERNAL SERVICE PANEL
UM	- UTILITY METER
MSPI	- MAIN SERVICE PANEL
ACD	- AC DISCONNECT
CB	- AC COMBINER BOX
JB	- JUNCTION BOX
OB	- ROOF OBSTRUCTION
MI	- MICRO INVERTER
CON	- CONDUIT



SOLAR TREK INC.
3347 SW 7TH ST.,
OCALA, FL 34474

REVISIONS	DATE	REV
DESCRIPTION		
PROJECT NAME	DATE: 06/08/2025	

EENTEEN SHARON L
PRUSSO DOUGLAS M
4811 NW HWY 225A,
OCALA, FL 34482

SHEET NAME
ELECTRICAL
SITE PLAN & BOM

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
E-01

Signature with Seal



Panasonic

BLACK SERIES AC MODULE

N330E



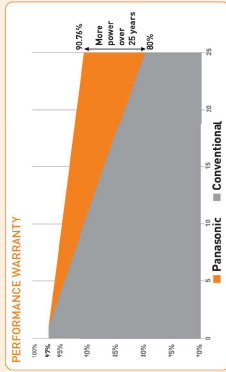
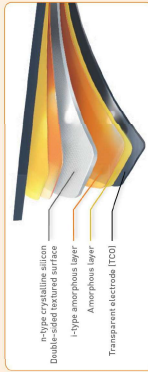
Panasonic

BLACK SERIES AC MODULE

N330E

Panasonic HIT® AC Modules combine the efficiency of HIT® solar panels with the intelligence of seventh-generation Enphase IQ7X Microinverters. Delivers a smart grid-ready module with high efficiency and high power output for residential solar systems.

HIT® heterojunction technology uses dual ultra-thin amorphous silicon layers which reduce electron losses and produce greater power output than conventional panels.



The Panasonic HIT® Advantage



High Efficiency at High Temperatures

As temperature increases, HIT® continues to perform at high levels due to the industry leading temperature coefficient of -0.258%/°C. No other module comes close to our temperature characteristics. That means more energy throughout the day.



Quality and Reliability

Panasonic's vertical integration, over 20 years of experience manufacturing HIT® and 20 internal tests beyond those mandated by current standards provides extreme quality assurance.



Low Degradation

HIT® "N-type" cells result in extremely Low Light Induced Degradation (LID) and zero Potential Induced Degradation (PID) which supports reliability and longevity. This technology reduces annual degradation to 0.26% compared to 0.70% in conventional panels, guaranteeing more power for the long haul.



TripleGuard 15-Year Warranty*

TripleGuard covers your solar panel system's performance, workmanship, parts, and labor for 25 years**. Whether in year three or year 25, rest assured your Panasonic warranty protection will be there when you need it.



Higher Efficiency 19.7%

Enables higher power output and greater energy yields. HIT® provides maximum production for your limited roof space.



Enhanced Frame Design

A 40mm frame increases durability and strength, handling loads of up to 5400Pa. A special water drainage system prevents rain water accumulation and eliminates water stains from the panel surface, allowing optimal sunlight penetration and panel efficiency.



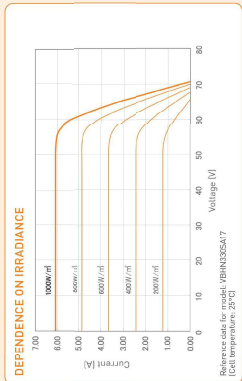
AC ELECTRICAL SPECIFICATIONS	
Model #	VBHN330EAC
Peak Power Output	330W
Maximum Continuous Output Power	319VA
Normal L ₁ Voltage Drop ¹	240V / 111 - 244V
Maximum Continuous Output Current	1.31A @ 240VAC / 1.31A @ 208VAC
Maximum Units per 20 AUL-L branch circuit	12 @ 240VAC / 10 @ 208VAC
Nominal Frequency	60Hz
Extended Frequency Range	47 - 68Hz
AC Short Circuit Fault Current Over 3 cycles	58Arms
Overvoltage Class AC Part	III
AC Port Backfed Current	0A
Power Factor Setting	1.0
Power Factor (adjustable)	0.7 or 0.85 leading/0.7 or 0.85 lagging
CEC Weighted Efficiency	97.5% @ 240V / 97.0% @ 208V

DC ELECTRICAL SPECIFICATIONS	
Model #	VBHN330EAC
Rated Power (P _{max}) ¹	330W
Temperature Coefficient (P _{max})	-0.258%/°C
CEC PTC Rating (Tested)	90A SW
CEC PTC to STD Ratio (Tested)	72.1%
Cell Efficiency	22.1%
Module Efficiency	19.7%
Warranted Tolerance (+/-)	+18% / -0%*

FEATURES	
Model #	VBHN330EAC
Communication	Power Line Communication (PLC)
Disconnecting means	Enlighten Manager and MyEnlighten monitoring options. Compatible with Enphase iQ Energy
Compliance	UL 6189-1, UL 1741/IEEE 1547, PSC 3e/15 Class B, CEC 3000 Class B, CAN/CSA C22.2 NO. 1071-21 This product is UL Listed as PV Rapid Shutdown Equipment and conforms with NEC-2014 and NEC-2017 section 690.12 and C22.2 1201.1 * Rated for use in the United States and Canada only. For other countries, when installed according to manufacturer's instructions.

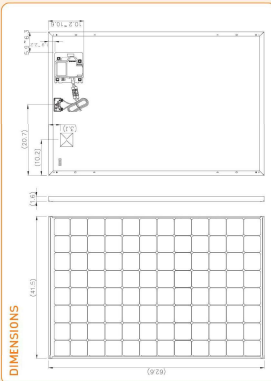
* Maximum power at delivery. For guarantee conditions, please check our data sheet document.
** Equipment must be installed by Panasonic Authorized or Premium installer and registered through our website.
*** CEC Warranty Performance: In year 0%, after 2nd year 0.26%, annual degradation for year 25.
**** Normal voltage range can be extended beyond nominal if required by the utility.
***** Microinverter warranty provided by Panasonic.
***** See the Enphase IQ7X Microinverter manual for details on the warranty.
***** See the Enphase IQ7X Microinverter manual for details on the warranty.
NOTE: Specifications and information above may change without notice.

CAUTION: Please read the installation manual carefully before using the products.
The products are not to be used in hazardous locations. No power should be connected to the products until the installation is complete. No power should be connected to the products until the installation is complete.



MECHANICAL SPECIFICATIONS	
Internal Bypass Diodes	4 Epas Diodes
Module Area	18.02 Ft² (1.67m²)
Weight	42.99 Lbs (19.5kg)
Dimensions LxWxH	62.6x43.7x1.1 in (1595x1120x28 mm)
Static Wind / Snow Load	112 PSF (5403Pa)
Pallet Dimensions (xWxH)	45.1x43.7x48.5 in
Quantity per Pallet / Pallet Weight	24 pcs./1061 Lbs. (480 kg)
Quantity per 40' Container	672 pcs.
Quantity per 20' Container	288 pcs.

OPERATING CONDITIONS & SAFETY RATINGS	
Operating Temperature	-2°F to 185°F (-18°C to 85°C) (VBHN330EAC01E)
Hail Safety Impact Velocity	1" hailstone (25mm) at 52 mph (23m/s)
UL 7103 Fire Classification	Type 2
Limited Warranty	Module and Microinverter 5-yr. Workmanship, Materials and Power Output Linear***
Manufacturing Locations	USA



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Specifications are subject to change without notice.
R3194005

Panasonic Life Science Company of America
Two Riverfront Plaza, Suite Floor, Newark, NJ 07102
panasonic-hit@panasonic.com
na.panasonic.com/en/usa



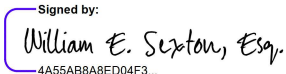
Certificate Of Completion

Envelope Id: 0336A95A-574E-44B3-B0EE-DB203A7C87F4		Status: Completed
Subject: FOR SIGNATURES - Net Metering Agreement - Prusso (ELE/260197)		
Source Envelope:		
Document Pages: 23	Signatures: 5	Envelope Originator:
Certificate Pages: 5	Initials: 0	Patricia Lewis
AutoNav: Enabled		110 SE Watula Avenue
Envelopeld Stamping: Enabled		City Hall, Third Floor
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		Ocala, FL 34471
		plewis@ocalafl.org
		IP Address: 216.255.240.104

Record Tracking

Status: Original	Holder: Patricia Lewis	Location: DocuSign
11/7/2025 4:18:55 PM	plewis@ocalafl.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: Docusign

Signer Events

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	<p>Signed by:</p>  <p>4A55AB8A8ED04F3...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104</p>	<p>Sent: 11/7/2025 4:24:04 PM</p> <p>Viewed: 11/14/2025 11:40:29 AM</p> <p>Signed: 11/14/2025 1:40:13 PM</p>

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)	<p>Signed by:</p>  <p>55198B43858A4E1...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104</p>	<p>Sent: 11/14/2025 1:40:15 PM</p> <p>Viewed: 11/14/2025 3:06:21 PM</p> <p>Signed: 11/14/2025 3:07:12 PM</p>
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Electronic Record and Signature Disclosure:

Accepted: 11/14/2025 3:06:21 PM
ID: 9493ef3b-ffe9-453d-9766-9ba6285dc449

Chris Gowder chris.gowder@fmpa.com Chief Sys Ops & Tech Officer Security Level: Email, Account Authentication (None)	<p>DocuSigned by:</p>  <p>087F58EBB34B474...</p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 38.77.131.2</p>	<p>Sent: 11/14/2025 3:07:14 PM</p> <p>Viewed: 11/14/2025 5:19:16 PM</p> <p>Signed: 11/14/2025 5:19:41 PM</p>
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Electronic Record and Signature Disclosure:

Accepted: 11/14/2025 5:19:16 PM
ID: 9d81a67e-1823-4a3c-a3e7-2e19b5723acf

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	11/7/2025 4:24:04 PM
Certified Delivered	Security Checked	11/14/2025 5:19:16 PM
Signing Complete	Security Checked	11/14/2025 5:19:41 PM
Completed	Security Checked	11/14/2025 5:19:41 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

T-HANGAR LEASE AGREEMENT

THIS T-HANGAR LEASE AGREEMENT ("Agreement" or "Lease") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **J&R ACQUISITION GROUP LLC**.

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-48** 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.

2. EFFECTIVE DATE, TERM, AND TERMINATION.

- A. **Effective Date and Lease Term.** This Lease shall commence on **NOVEMBER 1ST, 2025** 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.

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:

N#:

- 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.

- 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 creates 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.

- 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

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 60 th 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

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

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]

CONTRACT#: AIR/251012

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ATTEST

Signed by:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Signature: Matt Grow

Matthew Grow, Airport Director
Email: MGrow@ocalafl.gov
(Pursuant to City Council Resolution:
2003-57, adopted April 8, 2003)

10/13/2025

Date Signed

Approved as to form and legality

Signed by:

William E. Sexton, Esq.

William E. Sexton
City Attorney

LESSEE

Signature: Roland Breton

Roland Breton (Nov 4, 2025 22:26:17 EST)

Lessee Signature: rolandjosephbreton@gmail.com

Roland Breton

Printed Name of Lessee

10/15/2025

Date Signed

2733 NE 21st Street

Street Address of Lessee

Ft Lauderdale, FL 33305

City, State, and Zip Code of Lessee

954-309-1238

Phone Number of Lessee

Alternate Phone Number of Lessee

rolandjosephbreton@gmail.com

E-Mail Address of Lessee

EXHIBIT A

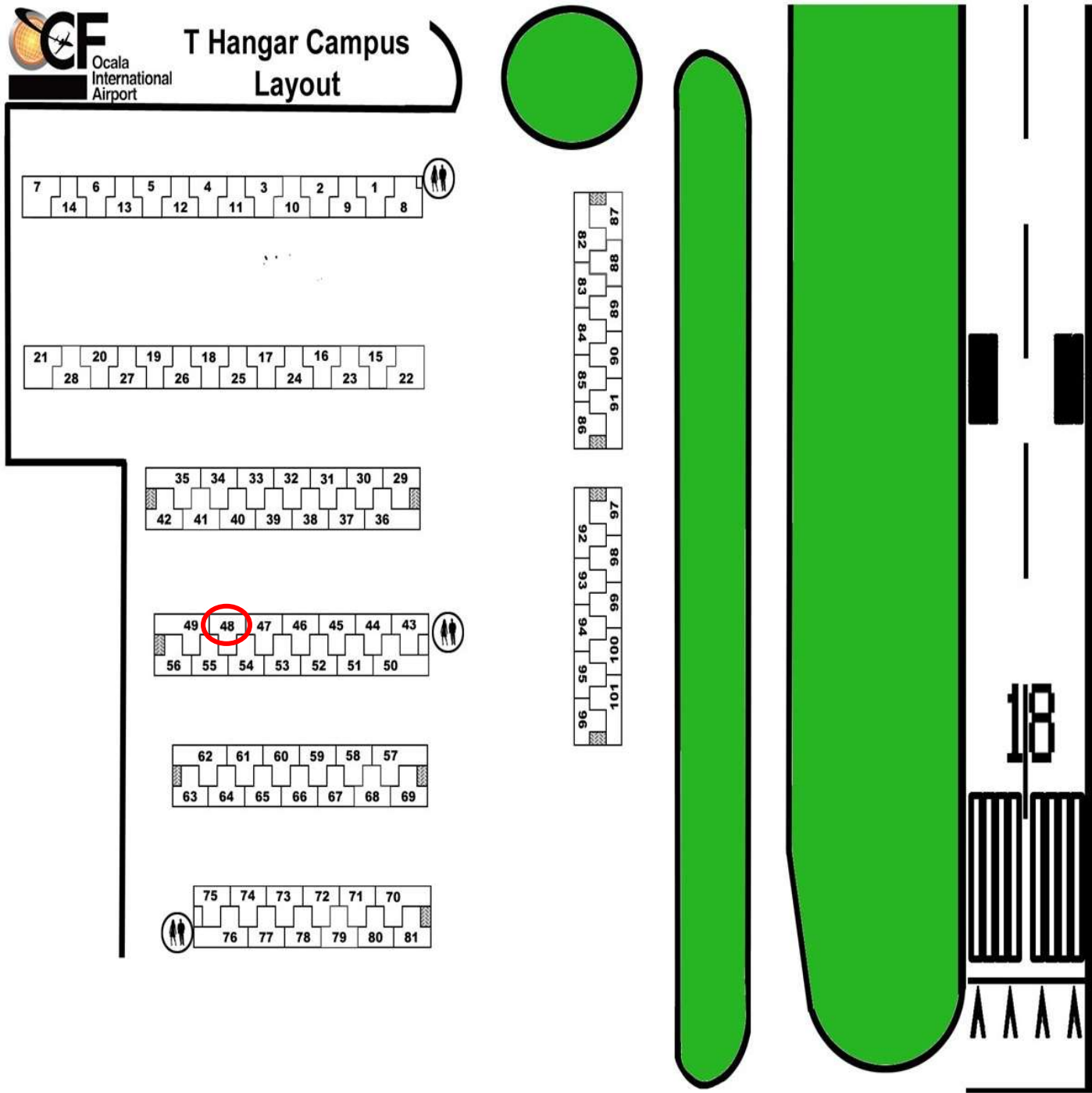


EXHIBIT B

T-HANGAR CHECK OUT FORM

Lessee Name: Roland Breton

T-Hangar No.: T-48

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	<input type="checkbox"/>
Cleanliness of Hangar	<input type="checkbox"/>
Damage to space	<input type="checkbox"/>
Grease/Oil/Chemicals	<input type="checkbox"/>
Furniture/equipment Left in Hangar	<input type="checkbox"/>

REMARKS: _____

Signatures:

Airport: _____

Lessee: _____

CONTRACT#: AIR/251012

EXHIBIT C






AGREEMENT TO T-Hangar Lease for T-48 for Signature

Final Audit Report

2025-11-05

Created:	2025-11-03
By:	Jennifer Marvin (jmarvin@ocalafl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAE5eqma-gSfc4RQ-RZ55x0ESj7kRgt2QM

"AGREEMENT TO T-Hangar Lease for T-48 for Signature" History

-  Document created by Jennifer Marvin (jmarvin@ocalafl.gov)
2025-11-03 - 8:14:36 PM GMT
-  Document emailed to Roland Breton (rolandjosephbreton@gmail.com) for signature
2025-11-03 - 8:14:43 PM GMT
-  Email viewed by Roland Breton (rolandjosephbreton@gmail.com)
2025-11-05 - 3:18:00 AM GMT
-  Document e-signed by Roland Breton (rolandjosephbreton@gmail.com)
Signature Date: 2025-11-05 - 3:26:17 AM GMT - Time Source: server
-  Document emailed to Matt Grow (MGrow@ocalafl.gov) for signature
2025-11-05 - 3:26:19 AM GMT
-  Email viewed by Matt Grow (MGrow@ocalafl.gov)
2025-11-05 - 3:32:14 PM GMT
-  Document e-signed by Matt Grow (MGrow@ocalafl.gov)
Signature Date: 2025-11-05 - 3:33:35 PM GMT - Time Source: server
-  Agreement completed.
2025-11-05 - 3:33:35 PM GMT

Certificate Of Completion

Envelope Id: D0B62C38-483B-4EA7-A07B-D502C6FC6A35

Status: Completed

Subject: SIGNATURE - T-Hangar Lease - J&R Acquisition Group, LLC (AIR/251012)

Source Envelope:

Document Pages: 13

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Patricia Lewis

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

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

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: Patricia Lewis

Location: DocuSign

11/10/2025 9:08:00 AM

plewis@ocalafl.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

Signer Events

William E. Sexton, Esq.

wsexton@ocalafl.gov

City Attorney

Security Level: Email, Account Authentication (None)

Signature

Signed by:

William E. Sexton, Esq.

4A55AB8A8ED04F3...

Timestamp

Sent: 11/10/2025 9:12:53 AM

Viewed: 11/10/2025 12:06:58 PM

Signed: 11/10/2025 12:09:15 PM

Signature Adoption: Pre-selected Style

Using IP Address:

2600:1011:b174:394d:3d01:46a3:94fc:5fe7

Signed using mobile

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...

Sent: 11/10/2025 9:12:53 AM

Viewed: 11/10/2025 10:31:50 AM

Signed: 11/10/2025 10:32:14 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Accepted: 11/10/2025 10:31:50 AM

ID: 5d41891a-697f-4679-adcf-22ee6adabf7b

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	11/10/2025 9:12:54 AM
Certified Delivered	Security Checked	11/10/2025 10:31:50 AM
Signing Complete	Security Checked	11/10/2025 10:32:14 AM
Completed	Security Checked	11/10/2025 12:09:15 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



AGREEMENT FOR PROFESSIONAL ARCHAEOLOGICAL SERVICES – FORT KING NATIONAL HISTORIC LANDMARK

THIS AGREEMENT FOR PROFESSIONAL ARCHAEOLOGICAL SERVICES – FORT KING NATIONAL HISTORIC LANDMARK ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **GULF ARCHAEOLOGY RESEARCH INSTITUTE, INC.**, a not-for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-3296789) ("GARI" or "Archaeologist").

WHEREAS, on August 01, 2025, City issued a Request for Proposal for the provision of professional archaeological monitoring, non-invasive survey technology, and interpretive programming services at the Fort King National Historic Landmark, RFP No.: REC/250728 (the "Solicitation"); and

WHEREAS, four (4) firms responded to the Solicitation and, after consideration of the evaluation factors set forth in the Solicitation, the Proposal submitted by Gulf Archaeology Research Institute, Inc. received the highest score from the City's Selection Committee; and

WHEREAS, Archaeologist was chosen as the intended awardee to provide professional archaeological services at the Fort King National Historic Landmark (the "Project"); and

WHEREAS, Archaeologist certifies that Archaeologist 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 Archaeologist agree as follows:

1. **RECITALS.** City and Archaeologist 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 Archaeologist shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement and the quote submitted by Archaeologist 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: Price Proposal (A-1)
- Exhibit B: Map (B-1)
- Exhibit C: Scope of Work (C-1 through C-4)
- Exhibit D: Archaeologist Proposal (D-1 through D-40)
- Exhibit E: Addendum#1 (E-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 C, then (2) Exhibit A, then (3) Exhibit B, then (4) Exhibit D, then (5) Exhibit E.

3. **SCOPE OF SERVICES.** Archaeologist shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Archaeologist to perform its obligations under this Agreement as set forth in the attached **Exhibit C - 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 Archaeologist an amount no greater than **FORTY-NINE THOUSAND NINE HUNDRED NINETY-NINE AND NO/100 DOLLARS (\$49,999)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit C – Scope of Work** and **Exhibit A – 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 Archaeologist's proposed price increases. Archaeologist 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. Archaeologists 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 Archaeologist shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Archaeologist shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Recreation and Parks Department Outdoor/Historical Resource Archaeologist**, Attn: **Samantha Jarvis, 3925 East Fort King Street, Ocala Florida, 34470**, E-Mail: sjarvis@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 Archaeologist; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Archaeologist within **THIRTY (30)** calendar days of the Archaeologist's remedy or resolution of the inadequacy or defect.
 - E. **Excess Funds.** If due to mistake or any other reason Archaeologist receives payment under this Agreement in excess of what is provided for by the Agreement, Archaeologist shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Archaeologist'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.** Archaeologist must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Archaeologist 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. Archaeologist shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Archaeologist 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 **NOVEMBER 10, 2025**, and continue in effect for a term of **TWO (2) YEARS**, through and including **NOVEMBER 9, 2027** (the "Term"). This Agreement may be renewed for up to **TWO (2)** optional **ONE (1) YEAR** periods by written consent between City and Archaeologist.
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. Archaeologist performance shall be extended for a number of days equal to the duration of the force majeure. Archaeologist shall be entitled to an extension of time only and, in no event, shall Archaeologist 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.** Archaeologist shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Archaeologist 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 Archaeologist 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 Archaeologist'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 Archaeologist's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Archaeologist'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 Archaeologist 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 Archaeologist written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Archaeologist by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

- (1) Archaeologist fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
- (2) Archaeologist provides material that does not meet the specifications of the Agreement;
- (3) Archaeologist fails to complete the work required within the time stipulated in the Agreement; or
- (4) Archaeologist fails to make progress in the performance of the Agreement and/or gives City reason to believe that Archaeologist cannot or will not perform to the requirements of the Agreement.

- B. **Archaeologist's Opportunity to Cure Default.** City may, in its sole discretion, provide Archaeologist with an opportunity to cure the violations set forth in City's notice of default to Archaeologist. Archaeologist 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 Archaeologist 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 Archaeologist Default.** In the event that Archaeologist 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 Archaeologist to complete the required work in accordance with the needs of City;



- (3) City shall be entitled to recover from Archaeologist all damages, costs, and attorney fees arising from Archaeologist's default prior to termination; and
 - (4) City shall be entitled to recovery from Archaeologist any actual excess costs by: (i) deduction from any unpaid balances owed to Archaeologist; 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 Archaeologist 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, Archaeologist 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. Archaeologist 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 Archaeologist as permitted under this Agreement and approved by City.
9. **DELAYS AND DAMAGES.** The Archaeologist 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 Archaeologist 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 Archaeologist's performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Archaeologist 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. **ARCHAEOLOGIST REPRESENTATIONS.** Archaeologist expressly represents that:
- A. Archaeologist 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 Archaeologist under this Agreement.
 - B. Archaeologist has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Archaeologist in the Contract Documents, and that the City's written resolution of same is acceptable to Archaeologist.
 - C. Archaeologist 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 Archaeologist, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, Archaeologists, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Archaeologist 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..." Archaeologist 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 an Archaeologist, 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. **ARCHAEOLOGIST RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Archaeologist:
- A. Archaeologist 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. Archaeologist shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
 - C. Archaeologist shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - D. Archaeologist 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. Archaeologist 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 Archaeologist and City may otherwise agree in writing.
14. **WARRANTY.** Archaeologist 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. Archaeologist 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. Archaeologist 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. Archaeologist 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 Archaeologist 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 Archaeologist. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit C**. City has the authority to stop work or to suspend any work.
17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Archaeologist 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 Archaeologist's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Archaeologist does not own vehicles, Archaeologist shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Archaeologist's Commercial General Liability policy or separate Commercial Automobile Liability policy.
18. **GENERAL LIABILITY INSURANCE.** Archaeologist 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 Archaeologist 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. Archaeologist shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. Archaeologist shall waive and shall ensure that Archaeologist's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Archaeologist'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. Archaeologist's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Archaeologist shall not be interpreted as limiting Archaeologist'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 Archaeologist's interests or liabilities or to protect Archaeologist from claims that may arise out of or result from the negligent acts, errors, or omissions of Archaeologist, any of its agents or subcontractors, or for anyone whose negligent act(s) Archaeologist may be liable.
- B. No insurance shall be provided by the City for Archaeologist under this Agreement and Archaeologist 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 Archaeologist under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Archaeologist 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. **Archaeologist 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.** Archaeologist'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.** Archaeologist's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Archaeologist's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Archaeologist 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 Archaeologist. Archaeologist'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.** Archaeologist 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.** Archaeologist shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Archaeologist 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. Archaeologist 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 Archaeologist, 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 Archaeologist. Archaeologists' 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 Archaeologist 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 Archaeologist or any other persons or organizations having a direct contract with Archaeologist, 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 Archaeologist or any other persons or organizations having a direct contract with Archaeologist, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Archaeologist, 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, Archaeologist, 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. Archaeologist 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. Archaeologist'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.** Archaeologist acknowledges and agrees that under this Agreement, Archaeologist and any agent or employee of Archaeologist 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 Archaeologist nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Archaeologist 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 Archaeologist in its performance of its obligations under this Agreement.
26. **ACCESS TO FACILITIES.** City shall provide Archaeologist with access to all City facilities as is reasonably necessary for Archaeologist 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 Archaeologist under this Agreement be abandoned, or should Archaeologist become insolvent, or if Archaeologist 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.** Archaeologist shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Archaeologist 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 Archaeologist 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 Archaeologist or keep and maintain public records required by the public agency to perform the service. If Archaeologist transfers all public records to the public agency upon completion of the contract, Archaeologist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Archaeologist keeps and maintains public records upon completion of the contract, Archaeologist 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 GARI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GARI'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.** Archaeologist 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.** Archaeologist 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, Archaeologist 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. Archaeologist 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, Archaeologist 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. Archaeologist understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Archaeologist 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. Archaeologist 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.** Archaeologist 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. Archaeologist shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Archaeologist'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.** Archaeologist 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 Archaeologist, 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 Archaeologist:

Gulf Archaeology Research Institute
 Attention: Gary Ellis, Director Emeritus
 5990 N. Tallahassee Road
 Crystal River, Florida 34428
 Phone: 352-464-4274
 E-mail: gari.arch@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.** Archaeologist and City acknowledge that this Agreement is a result of negotiations between Archaeologist 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).** Archaeologist, 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 11/17/2025

ATTEST:

CITY OF OCALA

Signed by:
Angel B. Jacobs
80B3574C28E54A5
Angel B. Jacobs
City Clerk

DocuSigned by:
Ken Whitehead
5677F71E38B74F4
Ken Whitehead
Assistant City Manager

Approved as to form and legality:


GULF ARCHAEOLOGY RESEARCH INSTITUTE

Signed by:
William E. Sexton, Esq.
4A55A8ABEC04F3
William E. Sexton, Esq.
City Attorney

Signed by:
Gary Ellis
9F4E1B7D7C27B43K

By: Gary Ellis
(Printed Name)

Title: Director Emeritus
(Title)

Exhibit A - PRICE PROPOSAL (FORT KING ARCHAEOLOGY)			CONTRACT# REC/250728
	ARCHAEOLOGIST NAME		LOCATION
	Gulf Archaeology Research Institute		Crystal River, FL
INITIAL CONTRACT TERM PRICING			
ITEM	DESCRIPTION	UOM	UNIT COST
1	Archaeological monitoring services at Fort King - Archeologist Senior	per hour	\$ 32.50
2	Research Associate	per hour	\$ 32.50
3	Research Assistant	per hour	\$ 17.50
4	Reporting and Documentation	per hour	\$ 32.50
5	Provide Staff and volunteer training sessions	flat rate	\$ 65.00
6	Prepare monthly Archaeological deliverables (as described in Exhibit A Scope of Work)	per hour	\$ 32.50

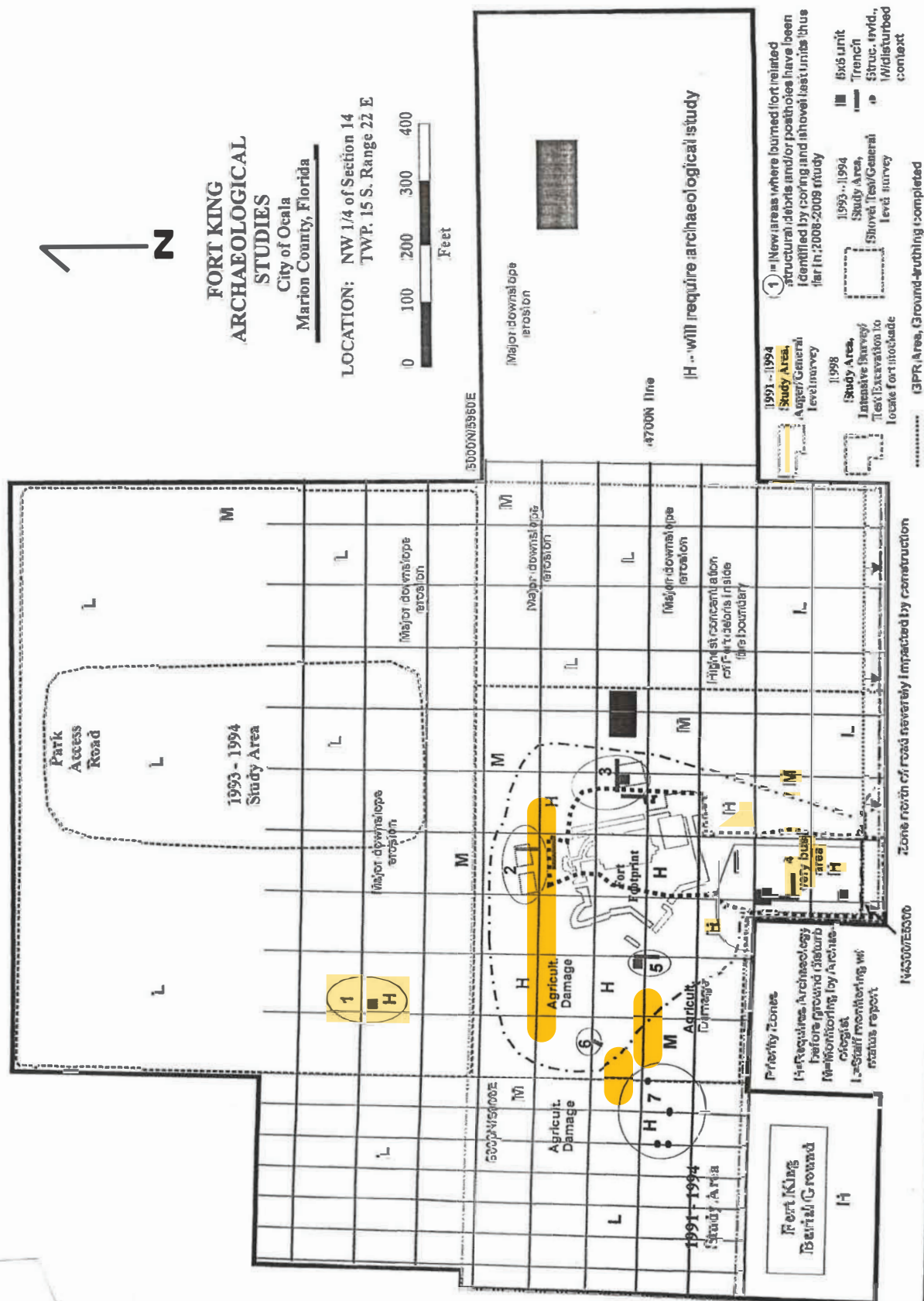


Figure 1. Descriptive Map of Fort King NHL Archaeology Project (Progress, Key Areas, Features, Impacts, and Priority Zones for Handling Surface Impacts

Exhibit C – Scope of Services**CONTRACT# REC/250728**

Archaeologist shall provide professional archaeological monitoring, non-invasive survey technology, and interpretive programming at the Fort King National Historic Landmark.

DELIVERY

- Supplies shall be delivered or shipped to 3925 E Fort King Street, Ocala, FL 34471.
- Scheduling of all deliveries shall be coordinated with the City Project Manager.

PROJECT SUMMARY, DELIVERABLES AND WORKING HOURS

The Archaeologist shall be required to perform the following services for the City of Ocala:

Archaeological Monitoring

- On-site monitoring during ground-disturbing activities (e.g., construction, excavation).
- Identification and documentation of archaeological resources encountered during work.
- Immediate reporting and coordination with regulatory agencies if significant finds are uncovered.
- Archaeological excavations, as approved
- Create an instructional manual for staff and volunteers regarding new exhibitions or findings.
- Conduct non-invasive GPR surveys in pre-designated areas.
- Assist with interpretive programming and Public Archaeology Days while working on site.
- Provide guidance on artifact preservation suitable for museum or park display.
- Support park management in integrating findings into maintenance and preservation planning.

Reporting and Documentation

- Preparation of a comprehensive technical report including methodology, findings, historical context, and recommendations.
- Submission of documentation in accordance with Florida Division of Historical Resources (DHR) guidelines and Section 106 of the National Historic Preservation Act (if federally funded).
- GIS mapping and visualizations of survey results and historical overlays.

Deliverables

Archaeologist shall provide monthly reports of all work in progress, including artifacts and items cataloged in the collection, within an Excel spreadsheet or a dataset provided by the City personnel and information technology departments. Deliverables must be provided to the City Project Manager before payment for such work.

- Digital archive of findings (photographs, maps, datasets) on City database

Exhibit C – Scope of Services**CONTRACT# REC/250728**

- Final Archaeological and GPR Report (digital and print)
- Historical narrative for interpretive use
- GIS maps of findings and potential areas of significance
- Artifact catalog with preservation recommendations
- Interpretive content drafts (signs, panels, etc.)
- Cultural Resource Maintenance Report for use in long-term park planning
- Staff and volunteer training sessions and workshops

Working Hours

The normal/standard working hours are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Archaeologist shall provide a 48-hour advance notice to the City Project Manager for work outside normal shift hours. The City may decline the request. Saturday is approved for processing artifacts or reports to be done inside the Archaeology Research Center, during public visiting hours between 10:00 AM – 5:00 PM.

Note: Artifacts recovered from other sites are not allowed on the property. Items found on site shall not be removed from Fort King National Historic Landmark without prior written approval from the City Project Manager.

WRITTEN QUOTES

1. The Archaeologist shall submit a detailed written estimate of the proposed services prior to any work being performed by the Archaeologist. Written quotes shall be submitted within **three (3) days** of the initial request by the City. The Archaeologist shall submit an itemized not-to-exceed price, giving a full description of the project for each project covered by this Agreement.
2. Written quotes shall list the location, name and address. The project estimate shall list each and every item per scope specifications, i.e., items and quantity, and all hardware items used. Each quote shall be submitted to the City Project Manager by email with a clear sketch or drawing (if applicable).
3. Once the City Project Manager approves the quote, the Archaeologist has **72 hours** to start the service.

ARCHAEOLOGIST EMPLOYEES AND EQUIPMENT

1. Archaeologist shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
2. No smoking is allowed on City property or projects.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala shall provide the following services to the Archaeologist for the performance of services:

Exhibit C – Scope of Services

CONTRACT# REC/250728

- 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 Archaeologist's responsibilities.
 - c. Provide office facilities for the Archaeologist, if available.
2. The City reserves the right to purchase any materials for the Archaeologist to use. The Archaeologist shall not charge a mark-up fee for material furnished by the City.

ARCHAEOLOGIST RESPONSIBILITIES

1. Fort King National Historic Landmark approved volunteers shall not be compensated for assisting as a volunteer or associate within the awarded Archaeologist's organization.
2. The Archaeologist 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.
3. The Archaeologist shall obtain and pay for any licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this Agreement.
4. Archaeologist shall be responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Archaeologist 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 Archaeologist is advised to leave a property by the property owner or their representative, the Archaeologist shall leave at once without altercation. Archaeologist shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
6. Data collected by the Archaeologist 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 Archaeologist shall ensure that all documents prepared under this Agreement have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes Word, Excel, Power Point, Access, or any other software as specified and approved by City staff.

SUB-CONTRACTORS

1. Archaeologist must perform a minimum of 30% of the work with their own forces.
2. Services assigned to sub-contractors must be approved by writing in advance by the City Project Manager.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** Archaeologist shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not limited to:
 - a. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
 - b. Work site shall be completely cleaned after each day of work.
 - c. Archaeologist shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean entire work area as applicable.
 - a. All furnishings and equipment shall be placed back in the original locations.
 - b. All work areas must be returned to original condition.
 - c. Archaeologist shall remove all excess and discarded materials, debris, and temporary structures from the site. Archaeologist shall also repair and restore, in an acceptable manner, any public or private property damaged during the course of the work and shall ensure that the site is left in a clean, orderly, and presentable condition.

SAFETY

1. Archaeologist 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 Archaeologist'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 Archaeologist's responsibility.



FORT KING ARCHAEOLOGY SERVICES PROPOSAL

SEPTEMBER 2025

CITY OF OCALA REC 250728



■ GULF ARCHAEOLOGY RESEARCH INSTITUTE

Exhibit D - Archaeologist Proposal CONTRACT# REC/250728



PREPARED FOR

CITY OF OCALA RECREATION AND PARKS

FORT KING NATIONAL HISTORIC LANDMARK

<https://www.ocalafl.gov/our-city/live/historic-preservation/fort-king>

emarquez@ocalafl.gov

352-629-8364

3925 E Fort King St, Ocala, FL 34470



PREPARED BY

GULF ARCHAEOLOGY RESEARCH INSTITUTE

gari.arch@gmail.com

<https://gulfararchaeology.org/>

352-464-4274

5990 N Tallahassee Rd, Crystal River, FL 34428

EXECUTIVE SUMMARY

Gulf Archaeology Research Institute (GARI) proposes a two year contract to provide comprehensive archaeological services in support of ongoing and future development projects. Our team will ensure that all fieldwork, monitoring, and reporting complies with federal, state, and local preservation regulations, protecting cultural resources while facilitating construction schedules. Over the contract period, GARI will deliver timely, accurate documentation, including stratigraphic logs, artifact inventories, and compliance reports, backed by experienced archaeologists and field technicians. These activities will serve the greater goal of public interpretation through museum displays, interpretive programming, park management, and volunteer engagement.



ORGANIZATION OVERVIEW

Gulf Archaeology Research Institute (GARI) is among Florida's oldest archaeological nonprofit research institutes. Founded by Gary Ellis, the institute has devoted itself to preserving and studying the state's prehistoric and historic archaeological heritage, with particular expertise in coastal sites and Seminole War forts and battlefields.

CONTRACT PROJECT DESCRIPTION

Gulf Archaeology Research Institute will provide:

- Field investigation, including monitoring, surveying, and large-scale excavations
- Documentation of contract work, to include technical reports for every size project, database migration and curation, and interpretive guides
- Artifact preservation services that appropriately excavate, manage, store, and preserve objects and artifacts recovered from every project
- Public interpretation of archaeological content, both in the museum and at special events

GOALS AND OBJECTIVES

- Provide archaeological services in coordination with City of Ocala and the Fort King Master Plan
- Assess and mitigate the impacts of environmental changes and human activities on the Fort King Site
- Conduct community outreach through lectures, classes, and public events
- Preserve and interpret the Fort King site for the public and for future generations of researchers

EXPECTED OUTCOMES AND IMPACT

- Increased community awareness of Fort King's archaeological and historical significance
- Boosted tourism and economic benefit for Ocala
- Strengthened stewardship through trained volunteers
- Engage the community and students in hands on archaeology and heritage workshops



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QUALIFICATIONS AND EXPERIENCE

ORGANIZATIONAL BACKGROUND

Gulf Archaeology Research Institute (GARI) is among Florida's oldest archaeological nonprofit research institutes. Founded by Gary Ellis, the institute has devoted itself to preserving and studying the state's prehistoric and historic archaeological heritage, with particular expertise in coastal sites and Seminole War forts and battlefields.

In concert with its archaeological research, GARI has also played a pivotal role in environmental and conservation research, focusing on the preservation of Florida's archaeological sites. This work involves assessing and mitigating the impacts of environmental changes and human activities on these sites. Key projects include geoarchaeological studies of several Florida springs, field studies of prehistoric island archaeological sites, sediment studies, and environmental reports.

Community outreach is woven into the institute's mission. Through lectures, classes, and public events, GARI translates scholarly findings into accessible history and science. Whenever feasible, the organization partners with advanced undergraduate and graduate students from Florida colleges and with members of the Seminole Tribes to support both research and programming.

Operating as a 501(c)(3) nonprofit since 1995, GARI derives the bulk of its budget from public funding such as grants and contracts, typically accounting for more than 90 % of revenue, with the remainder coming from private contracts.

UNIQUE EXPERIENCE IN SEMINOLE WAR ARCHAEOLOGY

GARI brings unparalleled, multi-decade expertise in Seminole War archaeology across Florida's diverse landscapes. Since the mid-1990s the institute has led sustained field programs at flagship sites such as Fort King, and at a suite of additional forts, battlefields, and plantation complexes (Fort Dade, Fort Defiance, Micanopy, Camp Izard, Wahoo Swamp, Chinsegut Hill, and the James Levi Yulee estates).

Our investigations combine traditional excavation with scientific techniques (ground-penetrating radar, rapid midden assessment, geo-archaeological monitoring) and have produced a unique, integrated outlook of Seminole War sites unmatched by any other organization. This breadth of geographic coverage and methodological depth positions GARI as the ideal partner for extensive Seminole War research.

Because of our unique breadth and depth of knowledge, we can perform cross-site comparative analyses of archaeological signatures and artifact collections to build a comprehensive picture of the unique features of Fort King as the seat of the Seminole War. New discoveries at any one location can be instantly contextualized against the broader corpus, enabling rapid hypothesis testing and more robust interpretations of the Seminole War landscape. This integrative capability is a distinctive asset that sets GARI apart from other archaeological entities.

FORT KING PROJECT PERSONNEL AND QUALIFICATIONS

The institute is organized into three interdisciplinary divisions: Social Sciences (anthropology, archaeology), Physical Sciences, and Biological Sciences, allowing an integrated study of Florida's past. Research Associates serve as project leads, coordinating activities with Research Assistants and extended staff to meet project milestones. Adjunct and guest researchers are appointed by the Executive Director (or Director Emeritus) for specific projects, enhancing expertise and external collaborations.

Fort King Project Manager

Gary Ellis, Director Emeritus
gari.arch@gmail.com

Gary Ellis has over 40 years of professional experience in archaeology. He earned his undergraduate degree in anthropology from Southern Illinois University (1975) and a graduate degree from the University of South Florida (1977). He established the Historic Preservation and Archaeology Division for the State of Indiana and served as its first State Archaeologist (1977–1991), while also teaching at Indiana University-Purdue University and serving as archaeologist for the Indiana State Museum.

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A native of Florida, Gary returned in 1991 to develop the Gulf Archaeology Research Institute (est. 1995), now in its 30th year. Over the past two decades, he has contributed extensively to Seminole Wars archaeology (1817–1854), working with the National Park Service and the State of Florida to investigate more than seven period forts and six major battlefields, including current work at the Battle of Micanopy and Dade Battlefield (NHL).

Since 1993, Gary has focused on locating, evaluating, and protecting the Fort King site, which was designated a National Historic Landmark in 2004 based on his research. He also conducts coastal and plantation period archaeology and serves as a consultant to the Florida Department of Environmental Protection at Crystal River Archaeological State Park (NHL). The institute operates under the guiding principle of “Connecting the Past to Our Future,” delivering services that support cultural and natural resource protection and management.

Fort King Project Team Members

Stephanie E. Bauman, Archaeological Science and Technology
stephanie@gulfarchaeology.org

Stephanie Bauman is a professional archaeologist and data analyst with expertise in archaeological science and fieldwork. She earned an MSc in Archaeological Science from the University of Oxford, specializing in metallurgical analysis, and a BS in Physics with a minor in Anthropology. Her experience spans excavation training, laboratory analysis, and interdisciplinary research across material science, civil engineering, and education. A former U.S. Army aeromedical evacuation pilot and tactical operations manager, she brings strong project management, logistics, and leadership skills, as well as experience leading database development and migration projects.

Jonathan Dean, Research Associate
gari.arch@gmail.com

Jonathan Dean has over 20 years of experience in Southeastern U.S. prehistory. He earned an M.A. in anthropology from Florida Atlantic University in 2002, studying prehistoric shell midden sites at Gumbo Limbo in Boca Raton, and was a public archaeology Ph.D. candidate at the University of South Florida, conducting large-scale surveys in the Fakahatchee Swamp, Weedon Island Preserve, and Green Swamp. For the past 15 years at GARI, he has assisted with prehistoric and historic archaeology projects, biological inventorying, soil and sediment analyses, drafting, and report writing. His research interests include prehistoric settlement and trail systems, N- and C-transformations of shell middens, formative period shell tool technology, landscape constraints on Seminole and U.S. Army settlement during the Seminole Wars, and soil and sedimentary signatures of Seminole War era fort sites.

Kenneth Nash, Sciences and Climatology
gari.arch@gmail.com

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Kenneth Nash has been with GARI since 1997, contributing to a wide range of projects. He holds a B.S. in Physics from Georgia Tech and an M.S. in Atmospheric Sciences from Creighton University. A former U.S. Air Force meteorologist (1971–1995), he specialized in tropical and subtropical weather forecasting and predicting space weather effects on satellite operations. He also taught meteorology, environmental science, and earth science at the College of Central Florida for 18 years. At GARI, Kenneth studies historic weather impacts, sea level changes, and water level fluctuations in west central Florida archaeological landscapes, with projects at Homosassa Springs State Park, the Rainbow River, and coastal zones.

Other GARI Personnel

Dr. Michelle Sivilich

michelle@gulfarchaeology.org

Michelle Sivilich earned her Ph.D. from the University of South Florida, researching how standardized West Point officer training influenced outcomes in the Second Seminole War (1835–1842). She also holds an M.S. from Indiana State University in molecular archaeology, where she used genetic fingerprinting to assess relatedness in mid-1800s cemeteries. With over 15 years of field experience, she has worked at 17th century St. Mary's City, Revolutionary War sites in the Northeast, Thomas Jefferson's Monticello, and Seminole War sites, applying both historical and scientific approaches to archaeological interpretation.

Staff Positions

Position	Current
Executive Director (Appointed by the Board)	Michelle Sivilich, PhD
Director Emeritus (Designated by the Board)	Gary D. Ellis, MA
Assistant Director / Director of Research (Appointed by the Board)	Vacant
Institute Chairs (Research Associate appointed by the Board)	<ul style="list-style-type: none"> • Archaeology: Michelle Sivilich, PhD • Physical Sciences: Kenneth Nash, MS • Biological Sciences: Position open
Research Assistants (Appointed by Executive Director or Assistant Director)	<ul style="list-style-type: none"> • Archaeology, Physical Sciences: Sean Norman, MA

Research Associates

Research Associate	Roles
Gary D. Ellis, MA	Archaeology, Collections and Conservation

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Michelle Sivilich, PhD	Archaeology
Stephanie Bauman, MSc	Archaeology, Collections and Conservation
Jonathan Dean, MA	Archaeology
Paul Backhouse, PhD	Archaeology
Chris Monaco, PhD	Archaeology, Florida History
Jon Endonino, PhD	Archaeology
Jill Principe, MA	Archaeology, Collections and Conservation
Kenneth Nash, MS	Physical Sciences
Open Role	Biological Sciences



FIELD INVESTIGATION

GARI has extensive archaeological field investigation experience at multiple historic and prehistoric sites across Florida, including prehistoric mound and midden sites, National Historic Landmark sites, and Seminole War forts and battlefields.

SEMINOLE WAR FORTS AND SITES

Fort King

In 1994, Gary Ellis conducted one of the first archaeological studies of Fort King, renewing interest in a site of major historical significance. Between 1998 and 1999, GARI investigated the fort's stockade walls, producing a report for the City of Ocala that became foundational to the site's designation as a National Historic Landmark in 2004.

In 2009, GARI carried out an intensive study that identified key architectural features and soil signatures unique to the site, supporting plans for fort reconstruction. The work revealed buildings beyond the stockade, including a blacksmith shop near the northeast corner and several structures to the south.

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Subsequent projects further advanced preservation and interpretation. Together, these studies have shaped the preservation, reconstruction, and public interpretation of Fort King.

- 2015 Erosion control study to stabilize the site.
- 2017 Archaeological investigations that enabled fort reconstruction and produced a report for the American Battlefield Protection Program, including an interactive story map on the fort's role in the Second Seminole War.
- 2020 Monitoring for road replacement uncovered a small brick and wood structure, possibly the first building on the fort site, along with evidence of soil movement critical for mapping and site management.
- 2020 Excavation of the blacksmith shop provided architectural context and artifacts that informed its reconstruction for public interpretation.
- 2024 GARI's field school relocated the 1968 "bottle find," recovering bottle glass, stones, and brick consistent with building remains. The materials were later featured in a new exhibit.

Fort King Technical Reports

- 2020 [Archaeological Investigations of the Fort King Blacksmith Shop](#), City of Ocala, Marion County, FL
- 2020 Archaeological Investigation of the Fort King Park Access Road: Monitoring the Location of Building Number 1. City of Ocala, Marion County, FL
- 2017 [An Archaeological Investigation for the Reconstruction of Fort King](#), City of Ocala, Marion County, FL
- 2015 Fort King East Side Erosion Control Project. GARI Field Study
- 2009 Phase I Archaeological Study of the Fort King Park Site (8Mr60), City of Ocala, Marion County, FL
- 2009 Fort King Park Phase I Archaeological Study Grant F0801, City of Ocala, Planning Department, Marion County, FL
- 1999 [Final Report: An Archaeological Study to Locate the Stockade Walls of Historic Fort King](#), City of Ocala, Marion County, FL
- 1994 Archaeological Study, Fort King Site (8Mr60), North Tract, City of Ocala, Marion County, FL

Fort Dade (National Register of Historic Places)

In 2007 through 2010, GARI conducted an archaeological study of Fort Dade, a military post during the Seminole Wars. This project, funded by an American Battlefield Protection Program (ABPP) Grant, uncovered and documented the fort's remnants and associated artifacts. The findings provided insights into the historical significance and contributed to ongoing preservation efforts. The project included excavation and analysis of fortifications and military structures, resulting in a report with preservation recommendations. GARI has on-going efforts to nominate this site to the National Historical Register.

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- 2010 Fort Dade (8Pa25) Archaeological Study. American Battlefield Protection Program, National Park Service, Washington, D.C.
- 2008 Report of Findings Fort Dade (8Pa25) Archaeological Study Submitted to the Seminole Wars Historic Foundation Inc. and FL Department of State, Division of Historic Preservation
- 2004 Cover Nomination for the National Register of Historic Places for Seminole War Period 1816-1854. Produced for the Florida Department of State, Bureau of Historic Preservation, Division of Survey and Planning and Grants, FL

SEMINOLE WAR BATTLEFIELD STUDIES

More recently, GARI has conducted multiple investigations of battlefields as part of the American Battlefield Protection Program. These projects interpret the lines of battle, understand the details of historical conflict, and preserve the locations for future generations. Northern Florida is one of the earliest battle fronts in the United States, dating back to conflicts with the Spanish and Native Americans.

Fort King

In 2017, GARI completed the “Fort King Road: Battlefields and Baggage Trains” study for the American Battlefield Protection Program. The investigation combined archival research with on-site terrain analysis, including spot checks at eight locations along the historic road corridor. The study revealed strategic terrain features, mapped post returns, and interpreted the logistics of military movement and vulnerability zones; these findings illuminate how the Fort King Road shaped troop transport and skirmishes during the Second Seminole War.

- 2017 [Fort King Road: Battlefields and Baggage Trains](#). Prepared for the American Battlefield Protection Program (Link to ArcGIS Story Map: <https://arcg.is/1Lnz5K>)

Forts Micanopy and Defiance

2010–2011: Forts Defiance and Micanopy were instrumental in providing military presence in middle Florida during the second Seminole War. GARI's excavations resulted in new interpretation of the forts and installation of educational kiosks.

- 2011 Fort Defiance-Fort Micanopy: The Study of the Opening Battles of the Second Seminole War, Volumes I & II. American Battlefield Protection Program, National Park Service, Washington, D.C.
- 2025 Battle of Micanopy. American Battlefield Protection Program, National Park Service, Washington, D.C.

Camp Izard

1997–2006: Camp Izard and its battlefield were the site of one of the earliest and largest battles of the second Seminole War. GARI has an ongoing role in the preservation and interpretation of this battlefield.

- 2002 Phase II Test Excavations at Camp Izard Battlefield, Tastanaki Halpata Preserve, Marion County, FL
- 1997 [The Archaeological Study of the Camp Izard Tract](#), Field Study funded by a grant through the Florida Department of State, Bureau of Historic Preservation for the Seminole Wars Historic Foundation, Inc., Marion County, FL

Other Battlefield Studies

- 2021 Chucochatti: Conflict at the Red Town, 1836. A Report for the American Battlefield Protection Program
- 2020 [Battle of Wahoo Swamp, 1836](#). GARI Field Research Study
- 2016 Battles of the Withlacoochee River, The Second Seminole War 1835-1836, Historic and Archaeological Study. American Battlefield Protection Program, National Park Service, Washington, D.C.
- 2015 [Bayport: Embattled Confederate Port](#). GARI Field Research Study
- 2010 Fort Dade Archaeological Site. American Battlefield Protection Program, National Park Service, American Battlefield Protection Program, Washington D.C.

NATIONAL HISTORIC LANDMARKS

In addition to Fort King and Fort Dade, GARI has conducted archaeological projects at several National Historic Landmarks.

Yulee Sugar Mill and Plantation

1997 and 2024: Yulee Sugar Mill was established as a national historic site in 1970. In 1997, GARI conducted a study of the site, merging historical records and documents with on-site archaeological study to produce an updated report on the condition and recommended preservation actions for this site. As part of GARI's relationship with Crystal River State Archaeological Site, GARI is now further excavating and evaluating this site for documentation and preservation.

- 1997 Yulee Sugar Mill Ruins, The Archaeological and Historical Study of the State Historic Site

Crystal River Mounds

1999–present: GARI has an ongoing relationship with the Crystal River Archaeological State Park, which was established as a historic site in 1970. Between 1999 and 2010, GARI

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produced at least a dozen reports concerning this site, including summary reports, recovery projects, storm damage assessments, environmental and conservation reports and archaeological monitoring. GARI continues to partner with Florida State Parks and Recreation in the maintenance of this site.

- 2010 Application of LIDAR Imaging to Determine Potential Cultural Resource Locations in the Vicinity of Site 8Ci1, Crystal River State Archaeological Site, Crystal River Preserve State Park, Citrus County, FL
- 2010 The Condition and Status, Potential Cultural Resource Features, North of Site 8Ci1, Crystal River State Archaeological Site, Crystal River Preserve State Park , Citrus County, FL
- 2008 The Condition and Status of the Wash Island Site 8Ci42, Crystal River Preserve State Park. Produced for Crystal River Preserve State Park, Citrus County, FL
- 2008 The Condition and Status of the Luttrell and Drum Island Sites 8Ci104, 8Ci1169-1181, Crystal River Preserve State Park. Produced for Crystal River Preserve State Park, Citrus County, FL
- 2007 Archaeological Reconnaissance Study of North Ozello Marsh Archipelago Tract, Crystal River Preserve State Park, Citrus County, FL
- 2003 [Displaced Midden Recovery Project, Crystal River Mounds State Archaeological Site](#). Crystal River State Archaeological Site, Department of Environmental Protection, Division of Parks and Recreation, Crystal River, FL
- 1999 Summary Report for the Crystal River State Archaeological Site Seawall Restoration Report

Chinsegut Hill Manor House

Chinsegut Hill Manor House is a historic slave plantation and heritage site just a few miles north of Brooksville, FL. GARI was chosen for this project to locate, identify and evaluate cultural deposits on the hilltop characterized as the Plantation Core, the linear stretch west of the parking lot, and the area surrounding the classroom building. Since 2014, GARI has produced three detailed reports on three separate excavations and will conduct further investigations in 2026. GARI assisted in the design of the museum display at Chinsegut Hill.

- 2021 Chinsegut Hill Archaeological and Historic Research Study. Prepared for the Tampa Bay History Center. Hernando County, FL
- 2017 Chinsegut Hill Plantation Archaeological Excavation Historic Preservation Grant, National Park Service, Florida Bureau of Historic Preservation. Hernando County, FL

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- 2014 [Chinsegut Hill Archaeological and Historical Landscape Study](#), National Park Service, Florida Bureau of Historic Preservation. Hernando County, FL

MONITORING, MITIGATION AND SURVEYING

GARI has extensive experience conducting archaeological monitoring, mitigation, and cultural resource surveys across Florida. Our work spans a wide range of contexts, including infrastructure upgrades, coastal preservation, utility expansions, and park development projects. In each case, GARI applies systematic field methods, regulatory expertise, and careful preservation practices to ensure cultural resources are identified, documented, and protected while meeting client and agency requirements. Below is a sampling of the many such projects GARI has completed.

*2019 Crystal River State Archaeological Park Seawall Repairs, Citrus County, FL*

At Crystal River State Archaeological Park, GARI conducted emergency monitoring during 2019 seawall repairs. Archaeologists worked under accelerated construction timelines to assess exposed deposits, document stratigraphy, and ensure preservation of subsurface integrity in one of Florida's most significant heritage sites. The project demonstrated GARI's ability to balance urgent infrastructure needs with the highest standards of cultural resource protection.

- 2019 [Archaeological Monitoring of the Seawall Replacement and Repair at the Crystal River Archaeological State Park](#), Citrus County, FL

2016 Burgess Island Archaeological Monitoring, Lee County, FL

At Burgess Island, a 2016 development monitoring project highlighted GARI's capacity to work in culturally sensitive and environmentally challenging contexts. Archaeologists monitored ground improvements near a Native American burial mound, documented barrow pits, and assessed potential impacts to coastal vegetation. Recommendations focused on mitigation strategies and preservation protocols to safeguard cultural and natural resources while allowing development to proceed responsibly.

- 2016 Archaeological Monitoring of Proposed Development, Burgess Island, Lee County, FL

2016 Airport-Martel Transmission Line, Marion County, FL

GARI carried out a Phase I Cultural Resources Assessment Survey in 2016 along the 6,200 foot Airport-Martel transmission line corridor in Marion County for SECO Energy.

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Background research, reconnaissance, and 24 shovel tests were completed to evaluate impacts from utility upgrades. The survey found extensive disturbance and no intact archaeological deposits, leading to a recommendation that the project proceed without further mitigation.

- 2016 [Phase I Cultural Resources Assessment Survey of the Airport-Martel Transmission Line](#), Marion County, FL

Additional Monitoring, Mitigation, and Surveying Projects

- 2010 Archaeological Monitoring for the Proposed Canoe Launch Facility, Bayport, Hernando County, FL
- 2009 Phase I Cultural Resources Survey, Cypress Lakes Preserve Trailhead, Hernando County Planning Department, Hernando County, FL
- 2007 Phase I Cultural Resources Assessment of the Parsonage Point Tract, Homosassa Springs Wildlife Park, Citrus County, FL
- 2007 Phase I Cultural Resources Assessment Survey of the Wildlife Care Building Tract, Homosassa Springs Wildlife State Park, Citrus County, FL
- 2005 Phase I Cultural Resources Assessment Survey of the Aripeka Estates Parcel, Pasco County, FL
- 2004 Phase I Cultural Resources Assessment Survey of the Rankin Property, Pasco County, FL
- 2004 Phase I Cultural Resources Assessment Survey of the Lexington Estates Property, Marion County, FL
- 1996 Archaeological Survey of The Hickey Creek Mitigation Park Lee County's Division of Public Parks and Recreation Services, Lee County, FL
- 1993 Phase I Archaeological Study of Citrus County FL. Citrus County Board of County Commissioners, Office of Historical Resources, Inverness, Citrus County, FL

CULTURAL RESOURCES MANAGEMENT

Since the early 1990s, GARI has conducted cultural resource assessments across northern and central Florida, from highway and dump site studies to boardwalks, residential developments, and historic society projects. These surveys identify and protect significant archaeological resources, ensuring preservation while informing regional history.

Heagy-Burry Boat Ramp Park Cultural Resource Assessment

In 2022, GARI completed a Phase I Cultural Resources Assessment Survey (CRAS) at the Heagy-Burry Boat Ramp Park in Marion County. This work included background research, systematic shovel testing, and pedestrian reconnaissance to evaluate the presence of cultural resources prior to park improvements. The resulting report mapped site boundaries,

provided recommendations for avoidance and preservation, and offered compliance ready documentation to guide future development.

- 2022 [Phase I Cultural Resources Assessment of the Heagy-Burry Boat Ramp Park](#), Marion County, FL

Blitchton Substation Expansion Cultural Resource Assessment

GARI has also contributed expertise to linear corridor projects, such as the 2017 CRAS at the Blitchton Substation. This survey involved systematic shovel testing and artifact analysis to evaluate site eligibility, ensuring compliance with Section 106 and state regulations.

Likewise, the 2016 Airport–Martel Transmission Line CRAS required surveying along a proposed expansion corridor, combining topographic mapping, testing, and archival research to provide regulatory guidance for utility development.

- 2017 Phase I Cultural Resources Assessment Survey of the SECO Blitchton Substation Expansion, Marion County, FL

Crystal Bay Rapid Midden Assessment

In coastal Citrus County, GARI led a multi-phased survey of Crystal Bay, integrating shoreline geomorphology, pedestrian transects, and soil coring to identify archaeological sensitivity zones. This project addressed threats posed by erosion and sea level rise, producing a comprehensive risk and management assessment to inform both resource preservation and local planning efforts.

- 2018 [Rapid Midden Assessment: Site Delineation in Crystal Bay, FL](#). National Center for Preservation Technology and Training Grant #P17APP00237, Citrus County, FL

Additional Cultural Resources Management Projects

- 2013 Cultural Resources Reconnaissance of the Proposed Public Boat Ramp, Cross-Florida Barge Canal, Citrus County, FL
- 2010 The Condition and Status of the Cultural Resources within the Coastal Resources Zones, Withlacoochee Bay Trail, Greenways and Trails, Citrus County, FL
- 2010 The Condition and Status, Potential Cultural Resource Features, North of Site 8Ci1, Crystal River Preserve State Park, Citrus County, FL
- 2009 Cultural Resources Assessment: Hernando Historical Association, Hernando Historical Society and Museum, Hernando County Planning Department, Hernando Tourism and Development Department, Hernando County, FL
- 2008 Storm Damage Assessment: Tree Fall, Crystal River State Archaeological Park, Crystal River, FL
- 2008 Hernando County Cultural Resource Protection Assessment. Hernando County, Department of Tourism and Development, Crystal River, FL

- 2008 GARI Field Study Cultural Resources Assessment, 2.3 Acre Primerica Tract, Citrus County, FL
- 2006 Cultural Resources Assessment of the Proposed Rainbow River Preserve, Dunnellon, Marion County, FL
- 2004 Storm Damage Assessment on Mound G, Crystal River State Archaeological Park, Crystal River, FL

REPORTING AND DOCUMENTATION

CULTURAL RESOURCE MAINTENANCE REPORTS

GARI produces detailed project reports documenting fieldwork, cataloging artifacts, and providing interpretive analysis that situates findings within the broader historical context. Reports meet federal and state standards and can be adapted for museum exhibits, community presentations, and educational programs.

In addition, GARI has prepared a comprehensive guide on site typologies and National Register of Historic Places (NRHP) integrity criteria for Seminole War era sites (1816–1853). The guide provides treatment guidelines for military installations, Seminole and Black Seminole settlements, and pioneer era sites, along with standardized language and templates for NRHP nominations. Fort Dade (8PA25) served as a primary case study, where multi-season fieldwork highlighted the importance of preserving in situ features such as burned floors, blockhouses, and wall remnants, as well as maintaining rigorous oversight to protect contextual information.

- 2004: Cover Nomination for the National Register of Historic Places for Seminole War Period Sites in Florida, prepared for the Florida Department of State, Bureau of Historic Preservation, funded by the Seminole War Historic Foundation, Inc.

Copies of GARI's technical reports are available: <https://gulfarchaeology.org/publications>

DATABASE MANAGEMENT

GARI most often retains its project data in segregated files in Microsoft Excel format. This practice follows from the fact that each study we conduct is generally independent and does not relate to any of our other research projects, as well as the fact that the data is often proprietary to a site or organization and is not intended to be shared. However, it does sometimes serve the internal or client research purposes to compare data across horizons and archaeological sites.

In these cases, Gulf Archaeology Research Institute (GARI) maintains a permanent, enterprise-wide database that captures artifacts, field samples, and documentary records generated by our historic and prehistoric projects. Data are initially entered in a spreadsheet

that accommodates alphanumeric and numeric values, then migrated to relational platforms for long term storage and advanced querying. This migration workflow guarantees data integrity and enables seamless integration with cross sectional data.

Through regular maintenance cycles, GARI's database remains a reliable reservoir for research and data mining. The relational structure lets us execute simple filters as well as complex queries that reveal patterns across time, technology, and cultural interaction. For example, we have linked late 18th- to early 19th-century material culture from pioneer plantations, U.S. military forts, and Seminole/Creek sites to examine trade networks, the diffusion of non-indigenous goods, and the degree of acculturation among Indigenous groups during the Seminole Wars. Because the system can be partitioned into single site or multi-site views, we can compare intra-site activity zones with inter-site regional trends, producing insights that inform heritage management decisions.

Overall, GARI's database migration and upkeep strategy transforms raw field inventories into a powerful analytical engine. It supports sophisticated queries, fuels comparative research across dozens of forts, battlefields, plantations, and smaller sites, and provides a scalable framework for future excavations and interdisciplinary collaborations, all while preserving the essential material essence of Florida's archaeological record for generations to come.

In addition to this industry specific experience, our Archaeological Science and Technology Research Associate has played a key role in the development of multiple databases, including migration of Excel data to a custom database. This experience includes assisting in the development of a database for the US Air Force Spacelift Range Systems maintenance depot contract, which involved the migration of hundreds of thousands of radar and telemetry components from Excel, as well as the workflow development for repair work orders. Other experience includes leading a database project team for migration of customer data and schedules for a fractional jet aviation company as well as maintaining the tactical operations database in her role as an aviator.

ARTIFACT PRESERVATION

Gulf Archaeology Research Institute (GARI) manages a collection of over 100,000 artifacts, ecofacts, and bioarchaeological materials at its headquarters. In addition, GARI has cataloged and curated collections for museums and partner organizations, reflecting its commitment to preservation and interpretation.

Our practices follow 36 CFR 79 standards for archaeological curation, emphasizing long-term preservation, proper documentation, and public accessibility. Each item is cataloged with provenance, material composition, condition, and context. Artifacts are stabilized with conservation grade materials and stored under controlled conditions, while fragile specimens receive specialized care to ensure both integrity and research value.

Beyond storage, GARI curates collections for research and education. Protocols include accession records, cross-referencing with excavation data, and regular condition assessments. We collaborate with museums, universities, and cultural organizations to support research, exhibitions, and loans under strict professional standards. By combining rigorous preservation with public interpretation, GARI maintains its collections as both a reliable resource for scholars and an accessible window into the past.

CHINSEGUT HILL MANOR HOUSE

2023: At Chinsegut Hill Plantation, GARI conducted a comprehensive archaeological and historic landscape study that resulted in the recovery of over 57,000 artifacts, spanning prehistoric use through multiple periods of historic occupation. GARI meticulously cataloged these artifacts, including ceramics, glass, metal, and faunal remains, and produced a digital collection database for institutions at the Chinsegut Hill Historic Site. Notably, the project included the design and installation of a temporary museum exhibit showcasing selected artifacts, as well as an interactive touchscreen program for public interpretation. This demonstrates GARI's strength in full cycle artifact stewardship, from systematic recovery and cataloging through to exhibit curation and digital access.



FORT KING NATIONAL HISTORIC LANDMARK

2020: GARI oversees a collection exceeding 50,000 artifacts, and its work at Fort King underscores our rigorous protocols for artifact stewardship. During the Fort King Blacksmith Shop excavation (2019–2020), we processed a rich and varied assemblage, including blacksmithing debris, structural materials, bottle glass, ceramics, bullets, faunal remains, and prehistoric artifacts. All materials were recorded using a tiered system of excavation units, Field Sample (FS) identifiers, and stratigraphic levels. Cataloging included both inventory logs and clustered mapping, as presented in detailed appendices and tables. We analyzed ceramics microscopically and macroscopically, distinguishing types by paste, glaze, rim, form, and decoration, employing regional reference collections for typology. Data processing followed Secretary of the Interior's Standards and Florida Department of State guidelines. All recovered artifacts are integrated into the Fort King inventory and curated on site, with storage at the Archaeological Resource Center facility, ensuring long-term preservation, accessibility, and interpretive readiness.

PUBLIC INTERPRETATION

MUSEUM INSTALLATIONS

Fort King National Historic Landmark

As a culmination of the 2017 research, GARI helped to establish the Ft. King Archaeological Center exhibits located in the McCall House. This exhibit included artifacts recovered over several field seasons to provide the visiting public a sense of military lifeways at the fort and the range of material culture associated with the various military groupings including dragoons, infantry, and artillery. GARI designed and built the museum displays from scratch, and the majority of the display consists of artifacts recovered from Ft. King by GARI.

With the acquisition of the Dobbs House, which is now the Archaeology Research Center, GARI developed new exhibits, including the exposition of Blacksmith Shop excavation materials and maps as well as profiling the archaeological work completed on the newly discovered Building #2 from the road project.

During the first half of 2025 GARI developed a new exhibit for the Archaeology Research Center profiling the archaeological excavations at the location of the "Bottle Find." This bottle find is the feature first identified in 1968 after Hurricane Gladys toppled a large tree revealing what appeared to be a cellar containing several hundred fort period bottles. The new exhibit brought to life the vast range of glass used by the occupants of the Fort King fort and community during the second fort period.

Chinsegut Hill Manor House

Chinsegut Hill Manor House is a historic slave plantation and heritage site just a few miles north of Brooksville, FL. GARI was chosen for this project to locate, identify and evaluate cultural deposits on the hilltop characterized as the Plantation Core, the linear stretch west of the parking lot, and the area surrounding the classroom building. Since 2014, GARI has produced three detailed reports on three separate excavations and will conduct further investigations in 2026. GARI assisted in the design of the museum display at Chinsegut Hill.

Rainbow Springs Interpretive Center

In the mid-1990s GARI designed, fabricated, and installed a complete immersive exhibit room for Rainbow Springs State Park at the headsprings. This exhibit included fabricated/carved mammals, fish, and reptiles endemic to the Rainbow River, interpretive panels, and other features about the local ecology of the park.

INTERPRETIVE PROGRAMMING

GARI engages the community through lectures, classes, and other public events, making the communication of history and science a central goal. GARI has developed a public education component to provide current information on Florida Archaeology to local public and private organizations. GARI also provides a public citizen participation component within each project where appropriate and practical to increase public awareness of the need for and value of archaeological research in Florida.

Fort King

- Lunch with the Archaeologist

GARI will regularly collaborate with Fort King National Staff to host “Lunch with the Archaeologist” programs. These informative sessions offer the public a unique opportunity to bring their lunch to the site and engage directly with GARI archaeologists. Guests learn about ongoing investigations and recent findings in an informal setting, fostering greater understanding of Fort King’s significance.

- Public Archaeology Days

GARI will lead Public Archaeology Days at Fort King, inviting community members to participate in hands on excavation activities. A July 2024 event, for example, enabled volunteers to assist in searching for the famous “bottle cache and experience firsthand the archaeological process of screening, mapping, and artifact discovery.

- Fort King Annual Festival

The Fort King Annual Heritage Festival is a cornerstone public event at the National Historic Landmark, drawing families, history enthusiasts, and school groups from across the region. GARI archaeologists contribute programming that integrates archaeology into the broader mix of living history demonstrations, reenactments, and cultural exhibits. Our role often includes artifact interpretation stations, excavation demonstrations, and presentations connecting archaeological findings to the daily life of soldiers, settlers, and Seminole people during the Second Seminole War. This festival provides an important opportunity to translate technical research into public education, engaging hundreds of visitors each year in the preservation and interpretation of Ocala’s most significant historic site.

Crystal River Mounds

- Moon Over the Mounds

At Crystal River Archaeological State Park, GARI hosts the “Moon Over the Mounds” series—guided evening tours under moonlight that explore the significance of this ancient Pre-Columbian ceremonial complex. These one-hour walking tours provide a richly atmospheric

interpretive experience, supported by the Friends of Crystal River State Parks and Florida's public archaeology network.

- Prehistoric Canoe Building Demonstrations

GARI staff have also supported prehistoric canoe building demonstrations that highlight the deep Indigenous traditions of Florida's waterways. These programs showcase how dugout canoes were crafted by hollowing out large pine or cypress logs through controlled burning and adzing, a technology that has left tangible archaeological traces across the state. Visitors are invited to observe, and volunteers participate in, the carving process, gaining hands-on appreciation for the engineering skills and cultural significance of canoe travel in prehistoric and Seminole contexts. By pairing live demonstration with archaeological interpretation, GARI connects experimental archaeology with public education, bringing ancient lifeways vividly to life.

STAFFING PLAN

STAFF TEAM

Our approach to staffing the contract responsibilities balances a lean, permanently funded core team with a flexible pool of alternates and subject matter experts. The core team consists of the Project Manager, Gary Ellis, and the Project Coordinator, Stephanie Bauman. The Research Associate Jonathan Dean and the Sciences and Climatology Lead Kenneth Nash serve as the primary alternates in the event of increased workload, special project, or unavailability of primary project personnel. As a final backup plan, the Executive Director, Michelle Sivilich or an intern for GARI will complete tasks as necessary or respond until the primary project personnel can arrive.

In addition to completing the immediate tasks of the contract, GARI has access to multiple Research Associates who specialize in different specialized fields of archaeology, history, or ecology who can be enlisted to enhance the quality of the service we provide and the context of the information reported. Together we will provide continuous contract administration and communication. While our headquarters are located in Crystal River, FL, the Project Coordinator serves a hybrid role and lives near Fort King and can be on site within an hour, ensuring rapid response to any request. When the client issues a work order, we can activate the appropriate members of our staff, which includes the personnel detailed above.

Contract Team Roles and Responsibilities

Role	Person	Current Allocation	Anticipated Allocation for Contract	Primary Duties
<i>Project Manager</i>	Gary Ellis, Executive Director Emeritus	0.7 FTE (existing portfolio)	0.2 FTE	Overall contract oversight, budget monitoring, liaison with client, risk management
<i>Project Coordinator</i>	Stephanie Bauman, Research Associate	0.3 FTE (research duties)	0.4 FTE	Performs most contract functions, sets technical standards, reviews field and lab deliverables
<i>Primary Alternate Project Associate</i>	Jonathan Dean, Research Associate	0.6 FTE (research and archive duties)	0.2 FTE	Serves as primary alternate for contract tasks as required
<i>Primary Alternate Project Associate</i>	Kenneth Nash, Institute Chair	0.7 FTE (existing portfolio)	0.1 FTE	Serves as primary alternate for contract tasks as required
<i>Secondary Alternate Project Associate</i>	Michelle Sivilich, Executive Director	0.8 FTE (existing portfolio)	0.0 FTE	Only performs contract tasks in event of extreme high workload or emergency

AUTHORIZED PERSONNEL

Role	Person	Contact (email/phone)
<i>Project Manager</i>	Gary Ellis, Executive Director Emeritus	352-464-4274 gari.arch@gmail.com
<i>Project Coordinator</i>	Stephanie Bauman, Research Associate	334-549-9144 stephanie@gulfarchaeology.org
<i>Primary Alternate Project Associate</i>	Jonathan Dean, Research Associate	352-212-8610 gari.arch@gmail.com
<i>Primary Alternate Project Associate</i>	Kenneth Nash, Institute Chair	352-601-1236 gari.arch@gmail.com
<i>Secondary Alternate Project Associate</i>	Michelle Sivilich, Executive Director	732-995-3818 michelle@gulfarchaeology.org

CITY OF OCALA STAFF AND VOLUNTEER TRAINING

A key element of our staffing plan is the systematic training of City of Ocala personnel and community volunteers to perform routine tasks. We will design a training curriculum covering:

- Basic site safety and documentation procedures
- Simple artifact screening and labeling protocols
- Database data entry basics
- Public-engagement facilitation (guided tours, "dig-in-a-box" activities)

The training will be delivered a format appropriate to the task. This may include an on-site workshop between a few hours and several days long and/or written training and task guidance. Upon successful completion, certified staff and volunteers will be authorized to:

- Document accidental discoveries
- Perform initial artifact cleaning and bagging independently or under supervision
- Update the PastPerfect database with basic artifact information
- Assist with community-event setup and visitor orientation

By delegating some of these functions when necessary or expedient, we can provide additional value to the Fort King personnel infrastructure and ensure consistent service. Together, this layered staffing architecture of the core team, alternates, on call experts, and trained volunteers provides guaranteed capacity, rapid response times, and the assurance of a quality product.

REFERENCES

Person	Organization	Contact
<i>Emily Kambic</i>	American Battlefield Protection Program (former)	202-354-2035
<i>Zachary Phifer</i>	Crystal River Archaeological State Park and Yulee Historic Site	352-228-6021
<i>Ross Lamareaux</i>	Chinsegut Hill Program, Tampa Bay History Center	352-770-2188
<i>Natalie Kahler</i>	Chinsegut Hill Program, Tampa Bay History Center	352-238-6295

APPROACH AND METHODOLOGY

FIELD INVESTIGATION

PRE-FIELD METHODS

GARI prepares for research driven fieldwork through three core steps:

- Background Research: We review the latest scholarly literature, historic maps, and archival documents to frame the site's known context.
- Research Design: We develop a formal research plan that outlines archaeological questions, expected behavioral signatures, and specific data collection methods (survey, coring, test pits, etc.).

- Stakeholder Engagement: We consult with Native American stakeholders, particularly the Seminole Tribe, to respect cultural sensitivities, incorporate tribal knowledge, and explore collaborative participation.

Our technical reports document every project phase, from initial hypotheses to final interpretations. The research design acts as a roadmap, linking anticipated behaviors, such as military mess hall activities or native habitation practices, to the material traces they leave behind. By articulating these expected signatures ahead of time, we maintain a disciplined investigative approach and ensure that each Fort King investigation contributes to a broader, integrated understanding of the region's archaeological record.

Behavioral First Approach to Archaeological Patterns

A behavioral signature is the physical imprint of a repeated human activity, bridging what people actually did and what we observe today as artifacts, features, and soil modifications. By identifying recurring activities, such as military mess halls, seasonal camps, or fort construction, we can infer activity presence, intensity, and social meaning, even in the absence of written records.

This approach is powerful because it is:

- Hypothesis driven, allowing systematic testing of expectations
- Cross site comparable, facilitating broader regional interpretations
- Respectful of past peoples' lived experiences, ensuring patterns are interpreted in context

By grounding excavation in this framework, each step of investigation is purposeful, reproducible, and capable of generating consistent interpretations across Seminole War sites, including Fort King.

FIELD METHODS

GARI employs a range of methods to locate, identify, and evaluate significant archaeological resources, both prehistoric and historic, guided by a formal research design. Fieldwork typically progresses through stages based on project requirements:

- Survey and Monitoring: Surface examination of exposed ground to identify visible features
- Test Excavation Units: Small units ("shovel tests") to assess subsurface deposits
- Formal Excavation Units: Larger units and trenches for detailed investigation



- Soil Coring: Sampling soil profiles to detect buried features
- Remote Sensing: Techniques such as ground penetrating radar (GPR) to locate subsurface remains

At Fort King, past surveys have been conducted, but additional investigation may be necessary to locate and evaluate potentially significant cultural deposits. Investigations are applied strategically, beginning with the least invasive methods and progressing to more intensive techniques only as warranted by initial findings. Each method has distinct advantages and levels of invasiveness, allowing us to meet the goals of both individual projects and the overall Fort King Master Plan.

Ground Penetrating Radar

GPR is a highly effective, non-destructive tool for identifying subsurface cultural and structural features. At Fort King, GARI employs GPR to locate the remains of brick, limestone, and wooden structures, as well as ephemeral features and cemetery deposits. Key details include:

- Equipment: A purpose-built 500 MHz GPR system designed for Florida's sandy soils.
- Depth and Resolution: Capable of detecting features to 30 ft depth, with high resolution data within the top 3 ft where most cultural features are found
- Application Sequence: GPR surveys are typically followed by soil coring, which informs the placement of small excavation units for positive identification of subsurface features and structures

This approach allows us to target investigations efficiently while minimizing disturbance to the site.

Coring and Shovel Testing

GARI employs a system of coring across potential and known historic and archaeological sites to assist in the location, identification and evaluation of cultural deposits. This system relies on the use of vibration coring tools designed and built by the institute which produces clean recoverable soil cores that staff can evaluate soil context and contents. GARI uses this method on all sites and projects due to the return of valuable contextual information retrievable without the use of excessive small excavation units (shovel testing). GARI staff have a strong expertise in soil coring and its application goes beyond archaeological sites to the analysis of river, pond, and spring sediments. Coring has been successfully used at the Fort King site by GARI since 1998 and will be employed in all future projects. When used with metal detection, ground penetrating radar, and small unit excavations it becomes a powerful tool to distinguish between natural, cultural and anthropogenic soils. This is particularly useful in identifying potentially buried features and structural remains.

Test Excavations

Test excavations are small, targeted units ranging from post hole size to 2×2 ft squares, placed within a permanent site grid following surface survey, coring, GPR, or monitoring alerts. Tying each unit to the grid provides three-dimensional provenience for every artifact or sample recovered, ensuring precise spatial context. Materials are collected both in situ and through screen washing, measured when possible, labeled with recovery date, depth, and context, and transported to the laboratory for cleaning, cataloguing, and entry into an integrated site inventory database. This database can be combined with maps, renderings, and other contextual data to support local and regional interpretation.

Because test pits disrupt the original context, meticulous documentation is essential. Every excavation generates detailed field sheets recording stratigraphy, plan and profile views, and interior features. Careful use of trowels, brushes, picks, screens, shovels, levels, and measuring tools ensures that both the process and the scientific value of the finds are preserved digitally and on paper. Test excavations form the foundation for evaluating a project's research contribution and for deciding whether a larger excavation is warranted.

Full Excavations

Excavations build on the test excavation phase, expanding both the spatial extent and logistical complexity of the work. The layout follows a pre-established site grid, with each trench recorded by its north-south and east-west coordinates so every artifact can be plotted in three dimensions. A preliminary excavation plan specifies the size and orientation of the initial trench, and subsequent trenches are planned based on initial findings.

During the dig, the team proceeds layer by layer, exposing natural and cultural strata in the order they were deposited. Each stratum is documented with profiles, photographs, and plan views, while all features are mapped with precise measurements and assigned unique identifiers. Artifacts are recovered using hand tools, with on-site screen washing stations processing bulk soil efficiently.

Key aspects of the excavation process include:

- **Artifact Provenience:** Every item is bagged, labeled with its three dimensional coordinates and context, and logged in a field ledger.
- **Documentation and Data Management:** Context sheets, photographs, drawings, and digital point clouds are uploaded daily to the project server for immediate laboratory access.
- **Laboratory Work:** Specimens are rinsed, sorted, catalogued, and entered into the integrated site inventory database, linking each artifact to its exact provenience.
- **Trench Closure:** Once a trench reaches its planned depth or cultural horizon is exhausted, backfill is carefully replaced, and the trench is capped if no further work is planned.

This systematic process ensures that both the field and laboratory phases preserve the scientific value of each find, support detailed analysis, and maintain the integrity of the site for future research.

REPORTING AND DOCUMENTATION

GENERAL

All GARI archaeological reporting is conducted in compliance with federal and state requirements and professional standards. Our work follows:

- Section 106 of the National Historic Preservation Act and 36 CFR Part 800 (Protection of Historic Properties).
- Chapter 267, Florida Statutes and Rule 1A-46, Florida Administrative Code.
- FDOT Project Development and Environment Manual, Part 2, Chapter 12 (Rev. 1999).
- Cultural Resource Management Handbook (Rev. 2004).
- Florida Division of Historical Resources Cultural Resource Management Standards and Operations Manual, Module Three.
- Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716-42), which all professional staff meet or exceed.

MONTHLY REPORTS

In addition to the project and monitoring reports detailed below, GARI will provide a monthly update whenever any work is in progress and/or artifacts have been cataloged. Any such report will include all of the following, as relevant to the work in progress:

- Status of work in progress
- Status and progress of artifacts and items cataloged
- Excel spreadsheet of artifacts and objects cataloged, keeping in mind that these may be incomplete at the time of monthly report delivery
- When database entry has been accomplished, a copy of the updated dataset downloaded from the museum collection database

CULTURAL RESOURCE MAINTENANCE REPORTS

Simple Monitoring Report

A GARI monitoring report is a brief, single page record that proves a short-term activity (post hole, sprinkler line, vegetation removal) complied with preservation regulations. When artifacts are found, a separate inventory file supplies the detailed catalog.

Key elements included in the report:

- Project header: project name, client, dates, regulatory citations
- Scope summary: what work was done and why monitoring was required
- Method and provenience: brief description of the technique, grid system, and personnel
- Stratigraphic log: depth ordered description of each soil horizon encountered
- Findings statement: “no cultural material observed” or a concise description of any feature/artifact encountered
- Photos/sketches: one or two representative images or a simple plan/profile showing unit locations and depths
- Conclusion and compliance: affirmation that work met all legal requirements and any recommended next steps

If artifacts are recovered, a separate artifact inventory file is attached, containing IDs, measurements, photos, and conservation notes.

Large Scale Monitoring Report

A GARI monitoring report records multi-phase field projects (e.g., pond clean out, utility trenching, access-road replacement) on a single page, demonstrating that all work adhered to preservation regulations. When artifacts are recovered, a separate inventory file provides a full itemized catalog. The report is structured so reviewers can quickly understand what was done, how, what was found, and compliance with legal standards.

Key Elements:

- Project Header: Lists project name, client agency, field dates, applicable statutes, SHPO permit number, and contact info for the lead archaeologist and consulting firm
- Scope Summary: Briefly describes construction tasks triggering monitoring and explains why monitoring was required
- Method and Provenience: Summarizes field techniques, grid system coordinates, personnel present, and any health, safety or site access protocols
- Stratigraphic Log: Depth ordered list of salient soil horizons across monitored sub-areas. Only key horizons are included to maintain readability
- Findings Statement: Notes “no cultural material observed” or briefly describes features/artifacts with location and basic characteristics
- Photos / Sketches: One or two visuals showing key features, unit locations, and stratigraphic changes, with captions tied to findings
- Conclusion and Compliance: Affirms that all work met legal requirements, outlines protective measures taken, and recommends next steps if needed

GPR Report

GARI employs GPR in contexts where other archaeological methods lack the clarity for location and identification of cultural features. GARI may use GPR for primary discovery as a

survey mode or to build a preliminary picture of subsurface contexts where coring is coming up short. What follows is some form of excavation that ground truths the GPR results. Here, GARI then incorporates the data within the project final technical reports as a separate report section. In the case of cemeteries or a highly focused survey, a report may be issued containing a GIS map of the grave sites or subsurface features recorded by the GPR. GARI intends to utilize GPR at Fort King which will culminate in a report of findings

Historical Narrative

Fort King has a vibrant historical narrative, one resulting from many decades of historical literature searches. As in all historic sites, this narrative represents only a fraction of the information about the site that may ultimately be available in the historical literature. GARI maintains a huge library of historic military documents as well as pathways for recovering long forgotten histories of military units and personnel stationed at Fort King. Staff are continuously making deep dives into state, national (institutional and military) archives as well as genealogical inquiries to ferret out letters, logs, newspaper, and other published documents that might relate to Seminole War Period sites, including Fort King. GARI is committed to discovering any and all new data related to the fort to broaden the corpus of knowledge and interpretive potential of Fort King.

GIS Maps

GIS maps will be provided as a part of project documentation in a shapefile format and delivered with supporting text. These graphic portrayals will largely be provided in the context of field reports. GARI may generate many topic specific GIS maps for the purposes of accounting for Cultural Resource Maintenance projects as well as on-site research programming. The majority of the GIS maps will be generated from the research database where specificity of location (provenience) and object/content detail are needed for context analysis.

ARTIFACT CATALOG AND DIGITAL ARCHIVE

Museum Collections Database

The PastPerfect database is a robust tool for tracking museum collections, libraries, and archaeological objects of all sizes. It allows recording, tracking, and integrating objects collected from multiple sources, including archaeological excavations. The system aligns with standard archaeological practices by organizing object data by unit, level, and stratum, while also tracking storage locations and movement within and outside the property.

In addition to internal organization, PastPerfect includes a public facing website publishing tool, enabling controlled public access to museum collections, including archaeological

materials. Access can be customized down to individual object images or selected data fields.

Gulf Archaeology will ensure that all archaeological objects collected during field projects at the Fort King Site are submitted in the appropriate format for PastPerfect, ensuring long-term preservation, data sharing, and accessibility. We will work with the City of Ocala's IT or designated representatives to organize the database dataspace for archaeological objects. This includes advising on the level of information appropriate for public access, preparing photographs of artifacts, and maintaining updated records for any objects moved or used in museum display preparation. Preservation recommendations for the objects and their storage conditions will also be included to ensure their long-term integrity and usability for research and public education.

Data Migration

Migrating the existing archaeological collections at Fort King to the PastPerfect database will require harmonizing existing datasets, mapping information to database categories and fields, and ensuring uniformity of field specimen numbers for efficient record keeping. Given the size of the collection, this will require effort from both GARI staff and volunteers. To make the process scalable, GARI will implement checklists and forms, provide volunteer training materials, and use visual aids for cataloging.

To manage the scope effectively, GARI recommends:

- Establishing a Database Migration Team: A multi-stakeholder group, including GARI, that meets periodically to coordinate progress and resolve issues.
- Managing the Project with Milestones: A structured schedule with timelines, deliverables, and accountability tasks assigned to relevant partners.
- Implementing a Phased Approach: Cataloging milestones submitted incrementally, with phases organized around logical partitions such as box numbers or archaeological units.

Normalizing and organizing the records in this manner will ensure that the collection remains useful for public interpretation and future research. As the holdings of a National Historic Landmark, proper cataloging will also reflect positively on the custodians of the site as a center for archaeological research.

INTERPRETIVE PROGRAMMING

MUSEUM INSTALLATIONS

To support public interest in the history of Fort King and its archaeological research, GARI will collaborate with the City of Ocala to provide periodic updates to interpretive displays in the Archaeological Resource Center. Upon request and by mutual agreement, GARI can also

Exhibit D - Archaeologist Proposal CONTRACT# REC/250728

assist with interpretive content in the historical museum, focusing on archaeological materials and related interpretation. Unless funded separately through grants or dedicated community support, costs for museum displays and interpretive projects will be the responsibility of the City of Ocala. Updates may reflect ongoing research, recently completed projects, or special events.

Schedule of Archaeological Exhibit Updates:

- Full museum display and interpretive text: updated no more than once every two years
- Entire display case and interpretive text: updated no more than once every six months
- Partial display case updates (up to half) and interpretive text: up to once per calendar month, in response to new research or project findings
- Other interpretive tasks: completed as requested and mutually agreed upon

PUBLIC ENGAGEMENT*Children's Activities*

As agreed upon during planning sessions, GARI will run hands-on children's educational workshops, artifact-handling stations, or short storytelling sessions that connect the fort's daily life to the objects recovered. These activities will be connected to existing programming at Fort King and

GARI will also endeavor to participate in and provide activities during any school field trips hosted by the City of Ocala at the Fort King site. We will be flexible on the hours and development of activities, keeping in mind that GARI does have other contractual work or Fort King responsibilities that may limit participation. On such occasions, GARI may help the City of Ocala staff develop an appropriate activity that can be hosted by Fort King staff and volunteers.

Public Archaeology Days

On the schedule agreed upon by the parties, but no more often than five times per year, GARI will host a station during public archaeology days. Our archaeologists will demonstrate screening, context recording, and conservation while visitors watch live excavations (if available), ask questions, and participate in brief "artifact-spotting" activities. Guest may also participate in artifact washing and identification activities as appropriate to the availability of materials and after signing a waiver releasing GARI from liability.

Annual Events

Fort King Heritage Festival: Reenactments, music, and food tied to the fort's founding anniversary will serve as a platform for GARI to host an activity area or display. The activity

will depend on the work that GARI is currently engaged in at the Fort. For example, if an excavation is on-going, this may be used as the archaeology station for the annual event.

Season-end symposium: A public lecture, likely during the Summer Nights Lecture Series will summarize the year's discoveries, methodological advances, and plans for the next season.

Monthly Events

GARI will conduct a monthly event, "Lunch with the Archaeologist" on the Fort King site. This will consist of a short public lecture and question and answer session. In concert with the Fort King staff, we will agree upon a topic schedule for the lunch sessions. On special occasions or according to the Fort King activity schedule, we can plan a special demonstration of archaeologically relevant activity, such as flint knapping or fort construction techniques.

VOLUNTEER TRAINING

GARI will work with the City of Ocala employees, volunteers, and other designated personnel to provide a level of training that best suits the Fort King site personnel. At a minimum, GARI will provide training and checklists (if appropriate) for: accidental discovery procedures, archaeological monitoring, artifact collections processing, and archaeological interpretation of the fort and the archaeological museum displays.

Accidental discovery, archaeological monitoring, and artifact processing training will include training that culminates in official internal designation of qualified personnel. All volunteers will receive an overview of these topics, but the formal designation is reserved for those volunteers or staff who possess the requisite desire, responsibility, and capacity to complete the required tasks.

Periodic archaeology volunteer days: Specialized sessions (e.g., nail-grading, glass identification) will give volunteers deeper insight into the excavation process and allow us to convey targeted information.

- New exhibits: For any major find, volunteers will be briefed on the information and provided with updated docent guide. GARI will also work with the City of Ocala to host a short training session for larger exhibit updates
- New archaeological discoveries: For any major find, volunteers will be briefed on the information and provided with updated docent guide
- New procedures: GARI will keep volunteers and volunteer guides updated based on the most recent guidance

For Fort King volunteers and/or staff who are interested in artifact processing, the City of Ocala may appoint, and GARI will train a small group of volunteers or staff members who have additional experience or expertise. These supervisors can step in when a GARI employee or

Exhibit D - Archaeologist Proposal CONTRACT# REC/250728

designated agent is not available, helping to keep the work consistent and to speed up processing by increasing the amount of time devoted to the task.

Volunteer training sessions will be up to 2 hours per session. Training sessions in excess of 2 hours will be negotiated separately and remuneration agreed up on between the parties.

GARI may periodically invite its own volunteers to assist with tasks covered by the Fort King contract. When this occurs, a clear distinction will be made between:

- City of Ocala volunteers: individuals under the authority of the City of Ocala, and
- GARI volunteers: individuals who work under GARI's authority.

If the City of Ocala requires that all GARI volunteers on the Fort King site be registered as City of Ocala volunteers, those volunteers will be covered by the City's liability and insurance policies while working on the site and will be subject to the City's conduct policies.

Regardless of which authority registers them, both groups will receive identical training and will be designated in the same way; however, GARI volunteers will receive task directions solely from GARI staff or GARI designated personnel.

PROJECT SCHEDULE

FIELD INVESTIGATION SCHEDULE

Project scheduling is tied directly to the program deliverables and priorities set by the City of Ocala. GARI will coordinate with Park Staff to establish an on station schedule for routine tasks such as volunteer training, database and inventory work, and other contract deliverables outlined in Section 2 of the RFP. These tasks are expected to average between 12-20 core hours per week, though actual days on station may vary based on activity. Other activities such as public interpretation and volunteer training will be scheduled by mutual agreement and schedule reconciliation at the time of the events.

Our commitments include:

- 48-Hour Notice: GARI staff will be on station with 48 hours' notice from the City special, emergency, or unexpected monitoring requests.
- 72-Hour Mobilization: For quoted work, field activities will begin within 72 hours of City approval of the quote.
- Hourly Services: All on station tasks are billed at the budgeted hourly rate as specified in Exhibit A.

Exhibit D - Archaeologist Proposal CONTRACT# REC/250728

- Volunteer Training: Up to 8 hours per week, declining as volunteers gain proficiency. Training covers Fort King archaeology, artifact categories, and database work, and will be supported by an instructional manual for staff and volunteers.
- Database and Inventory Work: Includes cataloging, inventory updates, and database migration tasks coordinated with Park Staff.

What is critical in this schedule is routine communication with the GARI to distinguish priority from routine tasks. On some weeks, no special hours may be needed beyond core tasks; in others, additional monitoring or emergency response may be required. GARI will adjust on station hours accordingly to ensure both planned deliverables and urgent needs are met without disruption to the program.

PROJECT DELIVERABLE SCHEDULE

Project deliverable schedule will vary based on the size of the project and the amount of archaeological material recovered from the task. For projects with smaller footprints and/or archaeological collected material, a report may be provided within two (2) working days of the completion of the physical monitoring. For larger projects, the report may be provided within fourteen (14) working days of the same. During monitoring of multi-day projects, in order to ensure accuracy, GARI will complete a daily monitoring log to be submitted along with the final report.

QUALITY ASSURANCE AND QUALITY CONTROL

GENERAL

All GARI archaeological programming is conducted in compliance with federal and state preservation requirements and professional standards. Our work follows:

- Section 106 of the National Historic Preservation Act and 36 CFR Part 800 (Protection of Historic Properties).
- Chapter 267, Florida Statutes and Rule 1A-46, Florida Administrative Code.
- FDOT Project Development and Environment Manual, Part 2, Chapter 12 (Rev. 1999).
- Cultural Resource Management Handbook (Rev. 2004).
- Florida DHR Cultural Resource Management Standards and Operations Manual, Module Three.
- Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716-42), which all professional staff meet or exceed.

GARI maintains a structured QA/QC program to ensure accuracy, consistency, and compliance in both field and reporting activities. Processes are designed to follow federal

and state requirements while also providing the City of Ocala with reliable documentation of all work performed.

FIELD QA/QC

Field work can quickly become overwhelming if not managed with standard practices. That is why GARI consistently uses forms, checklists, and redundant data sources to reduce error.

- **Daily Notes and Logs:** Archaeologists maintain standardized field forms recording provenience, soil profiles, feature sketches, photographs, and artifact counts. Field supervisors review notes each day for accuracy and completeness.
- **Checklists for Field Procedures:** Written checklists are used for unit setup, excavation closure, photography, and artifact collection to ensure nothing is overlooked.
- **Redundancy in Data Capture:** Provenience and measurements are recorded in both field notebooks, on artifact bags and via photographs, minimizing errors.
- **Artifact Handling Protocols:** All artifacts are bagged, labeled, and stabilized using conservation grade materials according to Florida DHR standards.

ARTIFACT PRESERVATION QA/QC

GARI integrates artifact preservation into its overall QA/QC program to ensure consistency, compliance, and long-term stability of collections. Preservation tasks follow written SOPs and checklists that are verified at multiple stages.

- **Stabilization Checklists:** All artifacts are cleaned, labeled, and stabilized using conservation grade materials. A preservation checklist is completed for each batch to confirm packaging and handling standards are met.
- **Redundant Labeling and Cataloging:** Artifacts receive physical labels and digital entries cross checked against field logs.
- **Condition Assessments:** Supervisors conduct initial and follow up assessments of fragile artifacts, with findings logged in both catalog and preservation records.
- **Controlled Storage Verification:** Storage environments are checked against environmental and material standards, with routine inspections documented.
- **Pre-Exhibit Review:** Items selected for display undergo review to confirm they are properly stabilized, mounted, and accompanied by preservation recommendations.

DOCUMENTATION QA/QC

In both written reports and database cataloging, GARI standardizes procedures to best serve the interests of the City of Ocala, future researchers, and the public.

- **Redundant Cataloging Process:** GARI has instituted a procedure that ensures that artifacts are observed and identified several times during the processing and

cataloging routine. This ensures that errors are minimized by virtue of continual observation and correction.

- **Standardized Documentation:** All reports, GIS data, and interpretive products follow written templates aligned with 36 CFR 79, Florida DHR standards, and Section 106 requirements.
- **Peer Review Process:** Draft reports and GIS products undergo internal review by senior GARI staff to ensure accuracy, consistency, and compliance with City deliverables.
- **Deliverable Checklists:** Prior to submission, staff complete a checklist verifying that all RFP deliverables are included.
- **City Review Integration:** Feedback from the City Project Manager is incorporated systematically, with revisions logged and tracked to confirm resolution.

Exhibit D - Proposal Gulf Archaeology Research Institute

Gulf Archaeology Research Institute References

Person	Organization	Contact
Emily Kambic	American Battlefield Protection Program (former)	202-354-2035
Zachary Phifer	Crystal River Archaeological State Park and Yulee Historic Site	352-228-6021
Ross Lamareaux	Chinsegut Hill Program, Tampa Bay History Center	352-770-2188
Natalie Kahler	Chinsegut Hill Program, Tampa Bay History Center	352-238-6295



Exhibit E - Addendum # 1



Date: August 22, 2025
To: All bidders
From: Eileen Marquez, Senior Buyer
Solicitation Number: Fort King Archaeology Services
Solicitation Title: RFP# REC/250728

SECTION 1. QUESTIONS AND ANSWERS

- 1.1 QUESTION: Hourly rates have been requested for archaeological monitoring, but we typically provide monitoring day rates. Would the City consider revising the request for an hourly rate to be a request for a daily rate and a minimum number of days per mobilization for archaeological monitoring?

ANSWER: No, we are choosing to use an hourly rate because many of the jobs do not consist of a full day's work. The majority of the projects will only last a few hours. Examples include down trees, fence post monitoring, and small washouts.

- 1.2 QUESTION: If only an hourly rate is acceptable, is a rate sheet detailing the rate of staff necessary to execute the tasks in the RFP? For example, RFQ pg. 13, (i) Price Proposal: this section states, "Provide any additional pricing for miscellaneous tasks that are not included on Exhibit A in your proposal." Does this statement permit SEARCH to just provide our rates within the Exhibit A Price Proposal?

ANSWER: Yes, rates may vary depending on the employee's qualifications. An archaeologist's rate may be less than that of an archaeologist tech or a volunteer.

- 1.3 QUESTION: The Pricing Proposal Excel form only includes a single place for the hourly rate per task. Please clarify if a generalized rate for the task is expected.

ANSWER: We are only looking for an hourly rate, as the services provided will mostly consist of monitoring digs for infrastructure improvements.

- 1.4 QUESTION: Items 2 (Reporting & Documentation) and 4 (Prepare monthly Archaeological Deliverables) are requested at hourly rates. Please confirm if these tasks will be set up as a limiting amount/NTE contract driven by task orders.

ANSWER: This will be a 2-year contract with two 1-year renewals. Not to exceed the contract limits of \$50,000

- 1.5 QUESTION: A project schedule is requested, and RFQ pg. 7 mentions that a detailed written estimate" is to be submitted for tasks, but there is no specific project or scope outlined in the RFP, as this is an on-call contract. Is there an overall goal or planned projects list available to develop a schedule per this RFQ requirement?

ANSWER: We have two projects currently planned. Project 1. It is a trench approximately 30 feet in length for fiber installation. Project 2. Consists of monitoring the digging of a sidewalk from Fort King Street to the chickee. Other services required will be on an on-call basis for issues that may arise over the contract term. For clarification, future construction of the Master Plan will be bid out on a separate RFP, and the contractor will be responsible for securing archeological services. This contract will not include future build-out projects of the Master Plan.

Certificate Of Completion

Envelope Id: 1EFA5B31-D948-4F37-9BE1-C926E163C8D7

Status: Completed

Subject: Agreement for Professional Archaeological Services-Fort King National Historic Landmark (REC/250728)

Source Envelope:

Document Pages: 63

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Porsha Ullrich

AutoNav: Enabled

110 SE Watula Avenue

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City Hall, Third Floor

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Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original

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Location: DocuSign

11/6/2025 11:39:38 AM

pullrich@ocalafl.gov

Security Appliance Status: Connected

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Pool: City of Ocala - Procurement & Contracting

Location: Docusign

Signer Events

Gary Ellis

gari.arch@gmail.com

Director Emeritus

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

Gary Ellis
9F491B7D127843A...

Timestamp

Sent: 11/6/2025 11:51:17 AM

Viewed: 11/6/2025 11:55:04 AM

Signed: 11/12/2025 8:46:16 PM

Signature Adoption: Pre-selected Style

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ID: 44b979c9-2788-4c24-bbfc-fa07ffcab09e

William E. Sexton, Esq.

wsexton@ocalafl.gov

City Attorney

Security Level: Email, Account Authentication
(None)

Signed by:

William E. Sexton, Esq.
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Electronic Record and Signature Disclosure:

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ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

Ken Whitehead

kwhitehead@ocalafl.org

Assistant City Manager

City of Ocala

Security Level: Email, Account Authentication
(None)

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Ken Whitehead
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Sent: 11/13/2025 4:12:00 PM

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Signed: 11/17/2025 8:37:40 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

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...

Sent: 11/17/2025 8:37:42 AM

Viewed: 11/17/2025 9:32:40 AM

Signed: 11/17/2025 9:32:59 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 11/17/2025 9:32:40 AM ID: d49b61f3-6901-4134-8a6a-ae0a051ec955		
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	11/6/2025 11:51:17 AM
Certified Delivered	Security Checked	11/17/2025 9:32:40 AM
Signing Complete	Security Checked	11/17/2025 9:32:59 AM
Completed	Security Checked	11/17/2025 9:32:59 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.



CONTRACT# ELE/230220

FIRST AMENDMENT TO AGREEMENT FOR DIRECT PURCHASE UNIFORM PROGRAM MANAGEMENT

THIS FIRST AMENDMENT TO AGREEMENT FOR DIRECT PURCHASE UNIFORM PROGRAM MANAGEMENT ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **TYNDALE ENTERPRISES, INC.**, a foreign for-profit corporation duly organized in the state of Pennsylvania and authorized to do business in the state of Florida (EIN# 23-2189889) ("Vendor").

WHEREAS, on October 12, 2023, City and Vendor entered into an Agreement for Direct Purchase Uniform Program Management (the "Original Agreement"), City of Ocala Contract Number: ELE/230220 for a three-year term, from August 2, 2023 to August 1, 2026; and

WHEREAS, City and Vendor now desire to update the pricing schedule attached to the Original Agreement **as Exhibit B**, and update the invoicing information contained in the Original Agreement.

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 Vendor agree as follows:

1. **RECITALS.** City and Vendor 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 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. **AMENDMENT TO EXHIBIT B.** The document attached to the Original Agreement as Exhibit B – Price Proposal is hereby deleted in its entirety and replaced with Amended Exhibit B – Price Proposal.
4. **AMENDMENT TO PARAGRAPH 4.C.** The language in Paragraph 4.C. in the Original Agreement is hereby deleted in its entirety and replace with the following language:

Monthly invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **Ocala Electric Utility**, Attn: **Brittany Craven**, **1805 NE 30th Avenue, Bldg. 400, Ocala, Florida 34470**, E-mail: bcraven@ocalafl.gov and elecamingrp@ocalafl.gov.

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:



CONTRACT# ELE/230220

If to Vendor:

Tyndale Enterprises, Inc.
Attn: Barbara Fitzgeorge, VP of Marketing
5050 Applebutter Road
Pipersville, Pennsylvania 18947-1808
PH: 215-766-5660
E-mail: marketing@tyndaleusa.com

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.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

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

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



CONTRACT# ELE/230220

IN WITNESS WHEREOF, the parties have executed this First Amendment on
11/13/2025.

ATTEST:

CITY OF OCALA

Signed by:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

Signed by:

Janice Mitchell

Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

TYNDALE ENTERPRISES, INC.

Signed by:

William E. Sexton, Esq.

William E. Sexton, Esq.
City Attorney

Signed by:

Barbara Fitzgeorge

BBCA4AD2A88F4A0...

By: Barbara Fitzgeorge

(Printed Name)

Title: VP Marketing

(Title of Authorized Signatory)

Amended Exhibit B - Price Proposal

CONTRACT# ELE/230220

National Account	Master Item	Gender	Master Item Description	Base Price
CITOCA	C0CSZ-ORG	Mens	SS T-SHIRT W/PKT 6.1OZ COTTON	\$12.00
CITOCA	C0AAC-BLK	Mens	K87 CARHARTT 6.75 OZ WW T-SHIRT	\$19.95
CITOCA	C0AAC-BLU	Mens	K87 CARHARTT 6.75 OZ WW T-SHIRT	\$19.95
CITOCA	C0AAC-CHT	Mens	K87 CARHARTT 6.75 OZ WW T-SHIRT	\$19.95
CITOCA	C0AAC-DES	Mens	K87 CARHARTT 6.75 OZ WW T-SHIRT	\$19.95
CITOCA	C0AAC-HGY	Mens	K87 CARHARTT 6.75 OZ WW T-SHIRT	\$19.95
CITOCA	C0AAC-NVY	Mens	K87 CARHARTT 6.75 OZ WW T-SHIRT	\$19.95
CITOCA	C0CRZ-ORG	Mens	2000 SS TSHIRT 6.1OZ COTTON	\$9.00
CITOCA	C0GIZ-BLK	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	\$7.00
CITOCA	C0GIZ-CHR	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	\$7.00
CITOCA	C0GIZ-CRD	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	\$7.00
CITOCA	C0GIZ-GLD	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	\$7.00
CITOCA	C0GIZ-LME	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	\$7.00
CITOCA	C0GIZ-LSN	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	\$7.00
CITOCA	C0GIZ-MGA	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	\$7.00
CITOCA	C0GIZ-MRN	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	\$7.00
CITOCA	C0GIZ-NVY	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	\$7.00
CITOCA	C0GIZ-RBL	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	\$7.00
CITOCA	C0GIZ-SND	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	\$7.00
CITOCA	C0GIZ-WHT	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	\$7.00
CITOCA	C0GIZ-YEL	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	\$7.00
CITOCA	C0GJZ-BLK	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	\$10.00
CITOCA	C0GJZ-CHR	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	\$10.00
CITOCA	C0GJZ-LBL	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	\$10.00
CITOCA	C0GJZ-LME	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	\$10.00
CITOCA	C0GJZ-MRN	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	\$10.00
CITOCA	C0GJZ-NAT	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	\$10.00
CITOCA	C0GJZ-NVY	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	\$10.00
CITOCA	C0GJZ-ORG	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	\$10.00
CITOCA	C0GJZ-RBL	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	\$10.00
CITOCA	C0GJZ-RED	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	\$10.00
CITOCA	C0GJZ-SND	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	\$10.00
CITOCA	C0GJZ-WHT	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	\$10.00
CITOCA	C0NGZ-ORG	Unisex	5250T T-SHIRT 100% COTTON	\$7.00
CITOCA	D215C-NVY	Mens	CARHARTT RLXED CARGO WORK PANT 9.7 CAL	\$160.00
CITOCA	D291Y-NVY	Mens	ARIAT M4 RELAXED RIPSTOP PANT 10 CAL	\$162.60
CITOCA	F026B-FYE	Mens	BULWARK HI VIS LONG SLEEVE HENLEY 8 CAL	\$152.65
CITOCA	F02AB-YEG	Mens	BULWARK LGTWHT HI-VIS LS SHIRT 8 CAL	\$148.65
CITOCA	F02CY-FYE	Mens	DRIFIRE HI-VIS LS T- SHIRT 10 CAL	\$182.55
CITOCA	F02QY-FYE	Womens	DRIFIRE WMNS HI-VIS LS SHIRT 11 CAL	\$156.65
CITOCA	F06DY-FYE	Mens	LAKELAND HI-VIS LS3-BUTTON HENLEY 16.4C	\$142.65
CITOCA	F06GY-FYE	Mens	LAPCO FR HI-VIS LS HENLEY 16.4CAL	\$147.65
CITOCA	F0AQY-FYE	Womens	DRAGNWEAR WMNS PRODRY HIVIS LS HOOD 8.7C	\$195.55
CITOCA	F150Y-FYE	Mens	DRIFIRE HI-VIS UTILITY SHIRT 7OZ MODA	\$210.50
CITOCA	F151Y-FYE	Mens	LAKELAND HI-VIS LS BUTTON DOWN SHIRT 8.9	\$123.70
CITOCA	F15LY-FYE	Mens	DRIFIRE TALL HIVIS BUTTON DOWN WORK SHRT	\$231.45
CITOCA	F190Y-FYE	Mens	NSA HI VIS WORK SHIRT 8 CAL	\$165.00
CITOCA	F230Y-MDS	Mens	WRANGLER 20X VINTAGE BOOT JEAN 18 CAL	\$84.00
CITOCA	F230Y-RNB	Mens	WRANGLER 20X VINTAGE BOOT JEAN 18 CAL	\$84.00

Amended Exhibit B - Price Proposal

CONTRACT# ELE/230220

National Account	Master Item	Gender	Master Item Description	Base Price
CITOCA	F231Y-LAS	Mens	ARIAT M4 RELAXED FIT BOOT CUT JEAN 14CAL	\$120.70
CITOCA	F236C-MNS	Mens	CARHARTT FR RUGGED FLEX RELAX JEAN 12 C	\$130.00
CITOCA	F23FY-AIR	Mens	ARIAT M4 LOW RISE STRETCH JEAN 14 CAL	\$124.70
CITOCA	F23JY-KEL	Mens	ARIAT M7 SLIM STECH LITE JEAN	\$124.70
CITOCA	F23KY-DNM	Womens	DOVETAIL DX BOOTCUT JEANS 14 CAL	\$148.00
CITOCA	F293T-DNM	Womens	TYNDALE FRMC WOMENS RELAXED JEAN 15CAL	\$97.80
CITOCA	F770B-FYE	Mens	BULWARK HI-VIS PULLOVER SWEATSHIRT 20CAL	\$240.40
CITOCA	F938Y-NVY	Womens	NSA WOMEN'S FR SPORTS BRA 4 CAL	\$73.85
CITOCA	F938Y-TAN	Womens	NSA WOMEN'S FR SPORTS BRA 4 CAL	\$73.85
CITOCA	F93GY-TAN	Womens	DRIFIRE WOMENS BOY SHORTS 4.9 CAL	\$54.90
CITOCA	F93HY-TAN	Womens	DRIFIRE WOMENS SPORTS BRA 4.9CAL	\$79.80
CITOCA	F999Y-BLK	Mens	DRAGONWEAR LIVEWIRE BEANIE 32 CAL	\$36.10
CITOCA	J189Y-FYE	Mens	LAPCO FR COTTON HIVIS UNIFORM SHIRT 8.7C	\$123.70
CITOCA	J230T-DNM	Mens	TYNDALE AMTEX RELAXEDBOOTCUT WORKJEAN24C	\$68.85
CITOCA	J230Y-DNM	Mens	WRANGLER FR DNM RELAXED FIT JEAN 24CAL	\$77.85
CITOCA	J233T-DNM	Womens	TYNDALE AMTEX WOMENS JEANS 24 CAL	\$68.85
CITOCA	J23AY-DNM	Mens	WRANGLER FR DNM SLIM FIT JEAN 24 CAL	\$77.85
CITOCA	J23MY-FLT	Mens	ARIAT RELAX FITSTRAIGHTLEG M3 JEAN 20CAL	\$101.75
CITOCA	J23MY-SHL	Mens	ARIAT RELAX FITSTRAIGHTLEG M3 JEAN 20CAL	\$101.75
CITOCA	J23NY-FLT	Mens	ARIAT WORKHORSE BOOT CUT M4 JEAN 20CAL	\$113.75
CITOCA	J770T-FYE	Mens	TYNDALE SIGNAL HIVIS HOODSWTSHIRT 28C	\$225.45
CITOCA	J772T-FYE	Mens	TYNDALE SIGNAL HIVIS ZIP FRNT SWTSHT 28C	\$235.45
CITOCA	K213T-NVY	Womens	TYNDALE LADIES AMTEX CARGO PANT 12.1 CAL	\$90.00
CITOCA	K215T-NVY	Mens	TYNDALE AMTEX UTILITY CARGO PANT 12 CAL	\$90.00
CITOCA	K290C-NVY	Mens	CARHARTT FR CANVAS ORG LOOSE PANT 12CAL	\$100.00
CITOCA	K290T-NVY	Mens	TYNDALE AMTEX WORK PANT W/RULE PKT 15CAL	\$79.80
CITOCA	M034T-FYE	Mens	TYNDALE SIGNAL HI-VIS LS T-SHIRT 11 CAL	\$140.65
CITOCA	M134T-FYE	Unisex	TYNDALE SIGNAL HIVIS LS BTNDWN SHIRT 11C	\$160.60
CITOCA	M24MT-DDN	Mens	TYNDALE VERSA REG FIT FLEX JEAN 20 CAL	\$117.75
CITOCA	M295T-NVY	Mens	TYNDALE FRMC CANVAS PANT 15 CAL	\$102.75
CITOCA	M297T-NVY	Mens	TYNDALE VERSA 5POCKET CASUAL PANT 12 CAL	\$144.65
CITOCA	M93FT-BLK	Mens	TYNDALE THERMAL HAT 16 CAL	\$29.45
CITOCA	S0DJZ-LME	Mens	9118 KISHI HI VIS SHORT SLEEVE SHIRT	\$21.95
CITOCA	S0DJZ-ORG	Mens	9118 KISHI HI VIS SHORT SLEEVE SHIRT	\$21.95
CITOCA	S0DLZ-LME	Mens	KISHIGO HI VIS BLACK LS SHIRT	\$36.95
CITOCA	S0DLZ-ORG	Mens	KISHIGO HI VIS BLACK LS SHIRT	\$36.95
CITOCA	S0DMZ-LME	Mens	KISHIGO HI VIS LONG SLEEVE SHIRT	\$23.95
CITOCA	S0DMZ-ORG	Mens	KISHIGO HI VIS LONG SLEEVE SHIRT	\$23.95
CITOCA	T230Y-DTN	Mens	WRANGLER ADVCED CMFRT JEAN 21 CAL	\$85.80
CITOCA	T235B-DNM	Mens	BULWARK RELAXED BOOT STRETCH JEANS 15CAL	\$89.80
CITOCA	T257C-NVY	Womens	CARHARTT FR RUG FLEX WORK PANT 11 CAL	\$120.00
CITOCA	U199Y-FYE	Mens	NSA DH HI VIS WORK SHIRT 8 CAL	\$227.45
CITOCA	W93CY-ANR	Womens	WOOLPOWER WOMENS LONG JOHNS 6.2 CAL	\$114.00

Certificate Of Completion

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Status: Completed

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Initials: 0

Patricia Lewis

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110 SE Watula Avenue

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City Hall, Third Floor

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Ocala, FL 34471

plewis@ocalafl.org

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plewis@ocalafl.org

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Signer Events

Barbara Fitzgeorge

BFitzgeorge@TyndaleUSA.com

VP Marketing

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

Barbara Fitzgeorge
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Timestamp

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Accepted: 11/13/2025 8:40:47 AM

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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.
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Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 9:02:35 AM

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Janice Mitchell

jmitchell@ocalafl.org

CFO

City of Ocala

Security Level: Email, Account Authentication
(None)

Signed by:

Janice Mitchell
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Electronic Record and Signature Disclosure:

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Angel B. Jacobs

ajacobs@ocalafl.org

City Clerk

Security Level: Email, Account Authentication
(None)

Signed by:

Angel B. Jacobs
8DB3574C28E54A5...

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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
Dawndrea Stroehler DStroehler@TyndaleUSA.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/4/2025 6:49:04 PM ID: 30b724f4-1b58-4ecb-b92a-9d693ab0b9a5		Sent: 11/13/2025 7:00:18 AM
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Notary Events	Signature	Timestamp
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Completed	Security Checked	11/13/2025 3:48:13 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.

BOUNDARY SURVEY
PARCEL 2848-004-003
LANDS OF CHEATARA RENEE TAYLOR

DESCRIPTION: (SEE NOTE 4)

67 FEET EAST AND WEST ON EAST END OF LOT 4 OF A SURVEY OF A PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 15 SOIUTH, RANGE 22 EAST; SAID LAND SITUATE LYING AND BEING IN MARION COUNTY, FLORIDA.

SURVEY NOTES:

1. THIS BOUNDARY SURVEY WAS PREPARED FOR THE PURPOSE OF RENDERING A PROFESSIONAL OPINION AS TO THE LOCATION OF THE RECORD TITLE BOUNDARY LINES OF THE SUBJECT PROPERTY DESCRIBED HEREON; DETERMINING THE HORIZONTAL LOCATION OF VISIBLE FIXED IMPROVEMENTS LYING WITHIN, IN NEAR PROXIMITY TO AND / OR CROSSING THE BOUNDARY LINES OF THE SUBJECT PROPERTY; AND TO FACILITATE THE REBUILDING OF IMPROVEMENTS PURSUANT TO GRANT FUNDING ACHIEVED THROUGH THE CITY OF OCALA COMMUNITY DEVELOPMENT SERVICES DEPARTMENT.
2. ALL RECORDING DATA DEPICTED AND / OR NOTED HEREON REFERENCES THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, UNLESS SPECIFIED TO THE CONTRARY.
3. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE SEARCH AND MAY NOT INDICATE CURRENT OWNERSHIP, ENCUMBRANCES, OR OTHER MATTERS OF RECORD.
4. THE LEGAL DESCRIPTION OF THE PROPERTY DESCRIBED HEREON WAS TRANSCRIBED FROM THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1427, AT PAGE 1098 AS THE BEST RECORD EVIDENCE OF THE LANDS CONVEYED TO CHEATARA RENEE TAYLOR IN THE QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 5872, AT PAGE 547.
5. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE), NORTH AMERICAN DATUM (NAD) OF 1983 (2011 ADJUSTMENT), AS DETERMINED FROM REAL TIME KINEMATIC (RTK) OBSERVATIONS UTILIZING BOTH GLOBAL POSITIONING SYSTEM (GPS) AND GLOBAL NAVIGATION SATELLITE SYSTEM (GLONASS) SATELLITE CONSTELLATIONS, THE CORRECTIONS TO WHICH WERE RECEIVED FROM THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN) AS OPERATED AND MAINTAINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) WITH ACCEPTABLE INDEPENDENT CHECKS MADE TO OFFSITE HORIZONTAL CONTROL STATIONS PREVIOUSLY ESTABLISHED BY THE SURVEY DIVISION OF THE OCALA CITY ENGINEER'S OFFICE, FROM WHICH THE NORTH LINE OF E.G. SMITH'S ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK E, AT PAGE 9, THAT LIES BETWEEN MONUMENTS 205 AND 3004 AS SHOWN AND MONUMENTED HEREON, BEARS N88°27'49"E.
6. THE HORIZONTAL LOCATION OF FEATURES INCLUDED IN THIS SURVEY WAS ACHIEVED VIA CONVENTIONAL SURVEY METHODOLOGIES TO INDEPENDENTLY VERIFY THE HORIZONTAL DISTANCE BETWEEN CONTROL POINTS ESTABLISHED FOR THE EXECUTION OF THIS SURVEY UTILIZING AN ELECTRONIC TOTAL STATION TO SUBSEQUENTLY CONDUCT RADIAL SURVEY MEASUREMENTS RESULTING IN AN EXPECTED HORIZONTAL ACCURACY OF +/- 0.05 FEET TO THE LOCATED FEATURES SHOWN HEREON.
7. ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) NO. 12083C0517E (VERSION 2.3.3.2), AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), COMMUNITY 120330, PANEL 00517, SUFFIX E, EFFECTIVE DATE: APRIL 19, 2017, THE PROPERTY DESCRIBED HEREON APPEARS TO LIE IN "ZONE A" (AREAS OF SPECIAL FLOOD HAZARD WITHOUT BASE FLOOD ELEVATION (BFE) DETERMINED), THE LIMITS OF WHICH ARE BASED ON GEOSPATIALLY REFERENCED DATA OBTAINED VIA THE INTERNET AS INCLUDED IN THE DIGITAL FLOOD INSURANCE RATE MAP (DFIRM, DATA REFERENCE 12083C_20210819, AS OPERATED AND MAINTAINED BY FEMA) WHICH ARE NOT SHOWN HEREON AS THEY LIE BEYOND THE GRAPHIC LIMITS OF THIS SURVEY.
8. OWNERSHIP AND PARCEL ACCOUNT INFORMATION DEPICTED AND / OR NOTED HEREON WAS OBTAINED FROM THE PUBLIC RECORD PROPERTY DATABASE OPERATED AND MAINTAINED BY THE OFFICE OF THE MARION COUNTY PROPERTY APPRAISER.

9. DURING THE COURSE OF PREPARING THIS SURVEY, THE FOLLOWING DATA AND RECORD SOURCES WERE USED IN RENDERING AN OPINION AS TO THE LOCATION OF THE BOUNDARIES OF RECORD TITLE FOR THE SUBJECT PARCEL:
- A. THE QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 5872, AT PAGE 547, AND THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1427, AT PAGE 1098 (AS TO THE SUBJECT PROPERTY);
- B. THE PROPERTY RECORD CARD ASSOCIATED WITH PARCEL ACCOUNT 2848-004-001 AS PREPARED BY THE OFFICE OF THE MARION COUNTY PROPERTY APPRAISER (AS TO PARCEL 2848-004-001);
- C. THE QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 7817, AT PAGE 300 (AS TO PARCEL 2846-060-000);
- D. THE QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 5549, AT PAGE 1528 (AS TO PARCEL 2846-059-000);
- E. THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7114, AT PAGE 299 (AS TO PARCEL 2848-003-002);
- F. THE PLAT OF E.G. SMITH'S ADDITION AS RECORDED IN PLAT BOOK E, AT PAGE 9;
- G. THE PLAT OF SUBDIVISION OF LOTS 13, 14, 15, 16, 17, AND 18, OF E.G. SMITH'S ADDITION AS RECORDED IN PLAT BOOK A, AT PAGE 118;
- H. THE PLAT OF GARY'S ADDITION AS RECORDED IN PLAT BOOK A, AT PAGE 43;
- I. THE PLAT OF GILE'S SUBDIVISION OF LOT 11 OF E.G. SMITH'S ADDITION AS RECORDED IN PLAT BOOK A, AT PAGE 101;
- J. THE REVISED PLAT OF R.S. MITCHELL'S ADDITION TO OCALA AS RECORDED IN PLAT BOOK A, AT PAGE 90;
- K. THE PLAT OF SANTA MARIA PLACE AS RECORDED IN PLAT BOOK A, AT PAGE 97;
- L. THE HISTORIC ARCHIVE OF ASSESSOR BLOCK BOOK MAPS ASSOCIATED WITH THE PLATS IDENTIFIED IN ITEMS 9.F THROUGH 9.K, INCLUSIVE, AS MAINTAINED BY THE REAL ESTATE DIVISION OF THE CITY OF OCALA ENGINEERING DEPARTMENT.
- M. THE PROPERTY RECORD CARD OF PARCEL ACCOUNTS 2848-003-002, 2848-004-003, 2848-004-001, 2846-060-000, AND 2846-059-000 AS OBTAINED FROM THE BETA MAP IT+ ONLINE MAPPING SYSTEM AS OPERATED AND MAINTAINED BY THE OFFICE OF THE MARION COUNTY PROPERTY APPRAISER.
10. THIS SURVEY IS OF ONLY THE VISIBLE FIXED IMPROVEMENTS AND VISIBLE EVIDENCE OF UNDERGROUND UTILITIES AS OBSERVED AT THE TIME OF FIELD SURVEY LYING WITHIN, IN NEAR PROXIMITY TO AND / OR CROSSING THE BOUNDARY LINES OF THE SUBJECT PROPERTY; IMPROVEMENTS, UTILITIES, AND / OR ENCROACHMENTS, IF ANY, THAT LINE UNDERGROUND AND ARE CONCEALED FROM VIEW WERE NOT LOCATED EXCEPT AS MAY BE SHOWN HEREON.
11. DIGITAL COPIES OF THIS SURVEY ARE INVALID WITHOUT THE ELECTRONIC SIGNATURE OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON THAT IS DIGITALLY AUTHENTICATED; PRINTED COPIES OF THIS SURVEY ARE INVALID UNLESS THEY BEAR THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.
12. ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY ANY ENTITY OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.

SEE SHEET 2 FOR BOUNDARY DEPICTION; SEE SHEET 3 FOR TABLE OF MONUMENTS, DETAIL OF IMPROVEMENTS, & LEGEND

SECTION: 13 | TOWNSHIP: 15 S | RANGE: 21 E

DRAWN: RKR | CHECKED: RKR

DATE: 12.16.2024 | SCALE: 1" = 30'

FIELD BOOK: 645 | PAGE: 48

HORIZONTAL DATUM: NAD83-0902

NO.: 1

DATE & DESCRIPTION: 2025.02.26 MINOR TITLE BLOCK ERRORS

BY: RKR

FILE NO.: 24-010352.01

WORK ORDER: 24-010352

PREPARED FOR:

COMMUNITY DEVELOPMENT

"DESCRIPTION & NOTES"

CITY OF OCALA

CITY ENGINEER'S OFFICE SURVEY DIVISION

1805 NE 30TH AVENUE - BUILDING 700A
OCALA, FLORIDA 34470
(352) 351-6772 (VOICE) (351) 351-6726 (FAX)

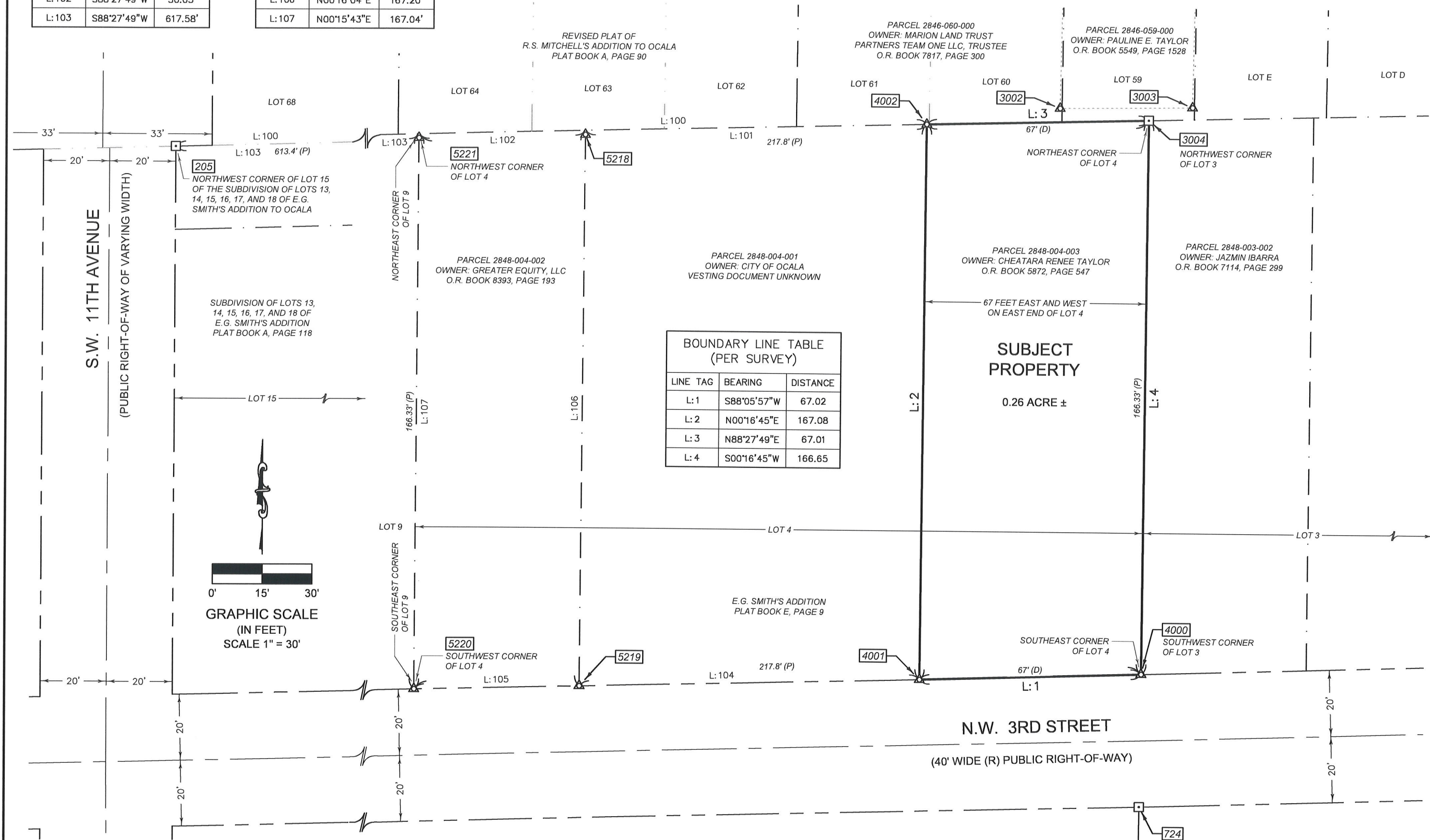
I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

R. KELLY ROBERTS, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER NO. 5558
STATE OF FLORIDA
DATE: FEBRUARY 26, 2025

BOUNDARY SURVEY
PARCEL 2848-004-003
LANDS OF CHEATARA RENEE TAYLOR

REFERENCE LINE TABLE (PER SURVEY)		
LINE TAG	BEARING	DISTANCE
L: 100	N88°27'49"E	770.65'
L: 101	S88°27'49"W	103.02'
L: 102	S88°27'49"W	50.05'
L: 103	S88°27'49"W	617.58'

REFERENCE LINE TABLE (PER SURVEY)		
LINE TAG	BEARING	DISTANCE
L: 104	S88°23'47"W	103.00'
L: 105	S88°38'38"W	50.03'
L: 106	N00°16'04"E	167.20'
L: 107	N00°15'43"E	167.04'



BOUNDARY LINE TABLE (PER SURVEY)		
LINE TAG	BEARING	DISTANCE
L: 1	S88°05'57"W	67.02
L: 2	N00°16'45"E	167.08
L: 3	N88°27'49"E	67.01
L: 4	S00°16'45"W	166.65

PREPARED FOR:

COMMUNITY DEVELOPMENT

"BOUNDARY DEPICTION"

CITY OF OCALA

CITY ENGINEER'S OFFICE SURVEY DIVISION

1805 NE 30TH AVENUE - BUILDING 700A
OCALA, FLORIDA 34470
(352) 351-6772 (VOICE) (351) 351-6726 (FAX)

SECTION:	13	TOWNSHIP:	15 S	RANGE:	21 E
DRAWN:	RKR	CHECKED:	RKR	DATE:	12/16/2024
FIELD BOOK:	645	PAGE:	48	SCALE:	1" = 30'
HORIZONTAL DATUM:	NAD83-9902	REVISIONS:			
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FILE NO.:	24-010352.01	WORK ORDER:	24-010352		

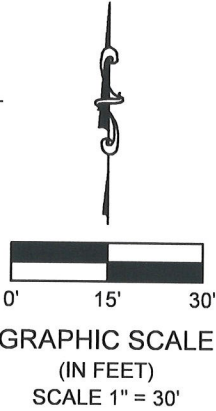
SEE SHEET 1 FOR DESCRIPTION AND NOTES; SEE SHEET 3 FOR FOR TABLE OF MONUMENTS, DETAIL OF IMPROVEMENTS, & LEGEND

BOUNDARY SURVEY
PARCEL 2848-004-003
LANDS OF CHEATARA RENEE TAYLOR

LINETYPE LEGEND:

	=	BOUNDARY LINE OF SUBJECT PARCEL
	=	RIGHT-OF-WAY LINE
	=	CENTERLINE OF RIGHT-OF-WAY
	=	PLATTED LOT LINE
	=	PARCEL LINE
	=	PAVEMENT: EDGE
	=	CURB: FLOWLINE
	=	CURB: FACE
	=	CURB: BACK
	=	CURB: GRADE BREAK
	=	SIDEWALK: GRADE BREAK
	=	ELECTRIC / UTILITY LINE: OVERHEAD / AERIAL

TABLE OF MONUMENTS			
POINT:	NORTHING:	EASTING:	DESCRIPTION:
205	1763377.115	608912.049	FOUND 4" X 4" CONCRETE MONUMENT [NO IDENTIFICATION]
724	1763192.893	609748.399	FOUND 4" X 4" CONCRETE MONUMENT [NO IDENTIFICATION]
3002	1763402.953	609722.609	FOUND 5/8" IRON ROD WITH CAP STAMPED: JCH LB 8071; 4.10' NORTH OF LINE
3003	1763403.527	609762.608	FOUND 5/8" IRON ROD WITH CAP STAMPED: JCH LB 8071; 3.60' NORTH OF LINE
3004	1763399.574	609749.406	FOUND 4" X 4" CONCRETE MONUMENT [NO IDENTIFICATION]
4000	1763232.922	609748.594	SET 5/8" IRON ROD WITH CAP STAMPED: CITY OF OCALA PSM 5558
4001	1763230.698	609681.609	SET 5/8" IRON ROD WITH CAP STAMPED: CITY OF OCALA PSM 5558
4002	1763397.777	609682.423	SET 5/8" IRON ROD WITH CAP STAMPED: CITY OF OCALA PSM 5558
5218	1763393.714	609579.429	RECOVERED 5/8" IRON ROD WITH CAP STAMPED: CITY OF OCALA PSM 5756 1.30' SOUTH OF CORNER
5219	1763227.816	609578.654	RECOVERED 5/8" IRON ROD WITH CAP STAMPED: CITY OF OCALA PSM 5756
5220	1763226.632	609528.639	80 SET COO PSM5756
5221	1763392.475	609529.397	RECOVERED 5/8" IRON ROD WITH CAP STAMPED: CITY OF OCALA PSM 5756 1.20' SOUTH OF CORNER

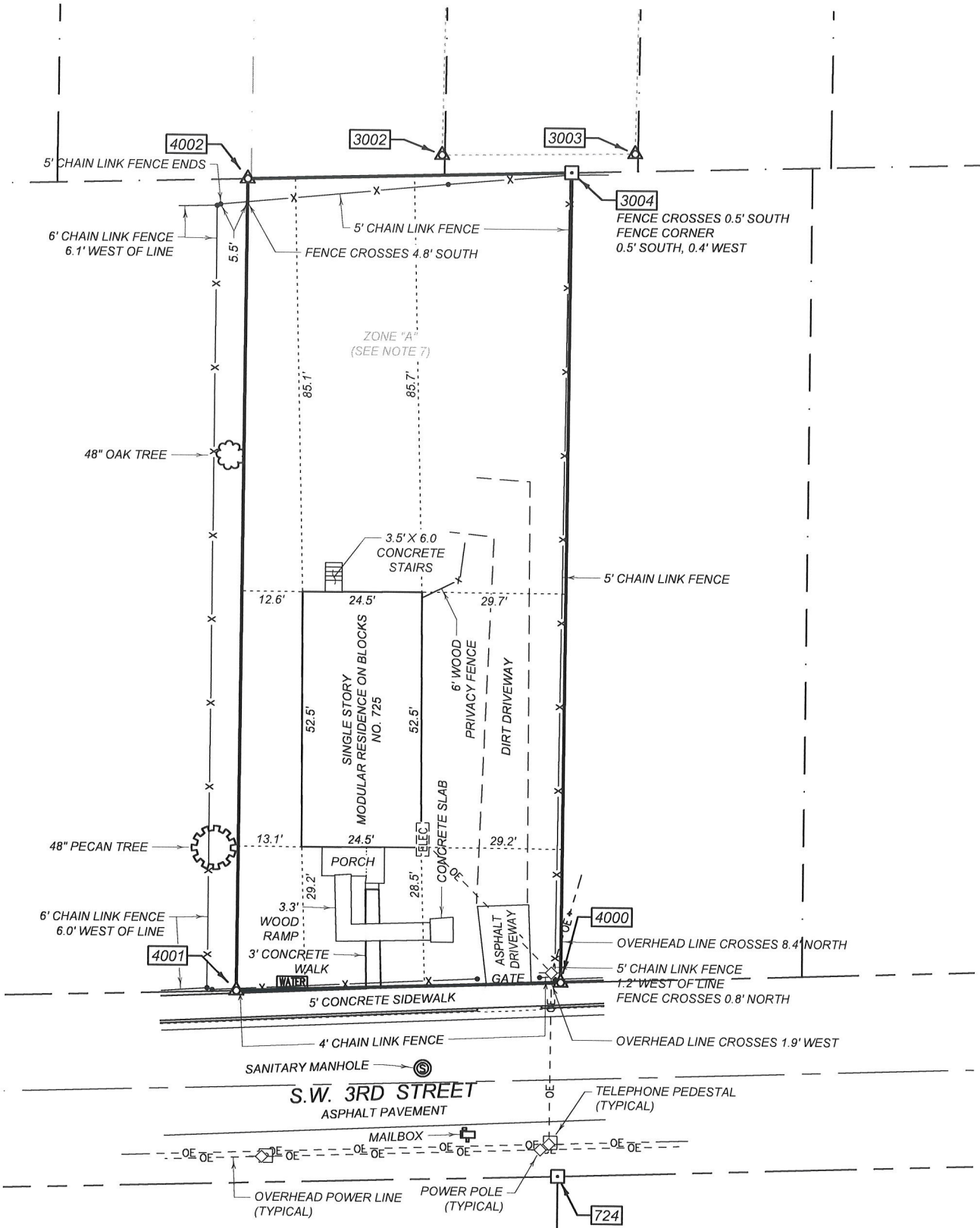


SYMBOLGY LEGEND:

	=	POWER POLE
	=	METER: ELECTRIC
L:#	=	REFERENCE TO A LINE DATA TABLE
	=	REFERENCE TO THE TABLE OF MONUMENTS

ABBREVIATIONS:

N.	=	NORTH
E.	=	EAST
S.	=	SOUTH
W.	=	WEST
(P)	=	PLAT DATA
(D)	=	DEED DATA
(R)	=	RECORD DATA
O.R.	=	OFFICIAL RECORDS



SEE SHEET 1 FOR DESCRIPTION AND NOTES; SEE SHEET 2 FOR BOUNDARY DEPICTION



PREPARED FOR:

COMMUNITY
DEVELOPMENT

"TABLE OF MONUMENTS, DETAIL
OF IMPROVEMENTS & LEGEND"

CITY OF OCALA

CITY ENGINEER'S OFFICE
SURVEY DIVISION

1805 NE 30TH AVENUE - BUILDING 700A
OCALA, FLORIDA 34470
(352) 351-6772 (VOICE) (351) 351-6726 (FAX)

SECTION:	13	TOWNSHIP:	15 S	RANGE:	21 E
DRAWN:	RKR	CHECKED:	RKR	DATE:	12.16.2024
FIELD BOOK:	645	PAGE:	48	SCALE:	1" = 30'
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NO.:	1	DATE & DESCRIPTION:	2025.02.26	MINOR TITLE BLOCK ERRORS	
FILE NO.:	24-010352.01	WORK ORDER:	24-010352		



CONTRACT # OFR/210495

GRANT AGREEMENT FOR COMMUNITY PARAMEDICINE SERVICES

Agreement entered **September 1, 2023**, by and between the **COMMUNITY FOUNDATION FOR OCALA/MARION COUNTY**, 324 SE 24th Street, Ocala, Florida 34471, and the **CITY OF OCALA**, by and through **Ocala Fire Rescue**, 505 NW Martin Luther King Jr Ave, Ocala, Florida 34475 for the Community Paramedicine Program.

Project Description

The Community Foundation for Ocala/Marion County anticipates that implementation of a community paramedicine program will reduce hospital readmissions, prevent non-emergency ER visits and reduce non-emergency EMS runs by improving access to care for residents in Marion County, Florida. The City of Ocala, by and through Ocala Fire Rescue, entered into a community paramedic program agreement with AdventHealth Ocala. To enhance community health and wellbeing, the **Community Foundation for Ocala/Marion County** has agreed to fund the costs incurred by the City of Ocala.

The annual project funding for the 2023-2024 year will be **\$142,085.95**, allocated to Ocala Fire Rescue as monthly reimbursements paid by the Community Foundation for Ocala/Marion County..

Terms of Agreement

- This agreement is effective for one (1) year from **September 1, 2023** to **August 31, 2024**.
- **Ocala Fire Rescue** will perform community paramedicine services as described in the AdventHealth Ocala Community Paramedic Program Agreement dated July 1, 2021.
- **Ocala Fire Rescue** will submit a report of the previous month's expenditures no later than the 15th of each month for reimbursement not exceeding \$11,840.49 per month.
- Within five business days of receipt of an approved monthly expenditure report, the **Community Foundation for Ocala/Marion County** will promptly submit reimbursement to **Ocala Fire Rescue, c/o Finance Dept., 201 SE 3rd Ave., Ocala, FL 34471**.

Data Access

The Community Foundation for Ocala/Marion County will not have any access to patient information.

Confidentiality

The Community Foundation for Ocala/Marion County will not share any information reviewed or proposals prepared with any other entity. The contents of this agreement, any discussions with the City of Ocala, or any other shared information will be held in the strictest confidence on the part of the **Community Foundation for Ocala/Marion County**.

Signatures

Signed on behalf of the **Community Foundation for Ocala/Marion County**

DocuSigned by:

Lauren Deiorio, Executive Director

11/28/2023

Date

Signed on behalf of **Ocala Fire Rescue**, by and through the **City of Ocala**

DocuSigned by:

James P. Hilty, Sr., City Council President

11/28/2023

Date



CONTRACT # OFR/210495

Approved as to form and legality:

DocuSigned by:

William Sexton

B07DCFC4E86E429...

William E. Sexton, Esq., City Attorney

Attest:

DocuSigned by:

Angel B. Jacobs

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Angel Jacobs, City Clerk

Certificate Of Completion

Envelope Id: 2EE0C3FD4BEE4076962EFF611DE87B41

Status: Completed

Subject: FOR SIGNATURE - 2023/24 Grant Agreement for Community Paramedicine Program (OFR/210495)

Source Envelope:

Document Pages: 2

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Patricia Lewis

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110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

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

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

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Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

William Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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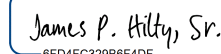
James P. Hilty, Sr.

jhilty@ocalafl.org

President

Security Level: Email, Account Authentication
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Electronic Record and Signature Disclosure:

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Angel B. Jacobs

ajacobs@ocalafl.org

Security Level: Email, Account Authentication
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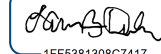
Lauren Deiorio

lauren@ocalafoundation.org

President/Executive Director

Security Level: Email, Account Authentication
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DocuSigned by:



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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 10:52:06 AM
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Completed	Security Checked	11/28/2023 1:51:25 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.



CONTRACT # OFR/210495

GRANT AGREEMENT FOR COMMUNITY PARAMEDICINE SERVICES

Agreement entered **September 1, 2024**, by and between the **COMMUNITY FOUNDATION FOR OCALA/MARION COUNTY**, 324 SE 24th Street, Ocala, Florida 34471, and the **CITY OF OCALA**, by and through **Ocala Fire Rescue**, 505 NW Martin Luther King Jr Ave, Ocala, Florida 34475 for the Community Paramedicine Program.

Project Description

The Community Foundation for Ocala/Marion County anticipates that implementation of a community paramedicine program will reduce hospital readmissions, prevent non-emergency ER visits and reduce non-emergency EMS runs by improving access to care for residents in Marion County, Florida. The City of Ocala, by and through Ocala Fire Rescue, entered into a community paramedic program agreement with AdventHealth Ocala. To enhance community health and wellbeing, the **Community Foundation for Ocala/Marion County** has agreed to fund the costs incurred by the City of Ocala.

The annual project funding for the 2024-2025 year will be **\$100,000.00**, allocated to Ocala Fire Rescue as quarterly reimbursements of **\$25,000.00** paid by the Community Foundation for Ocala/Marion County..

Terms of Agreement

- This agreement is effective for one (1) year from **September 1, 2024** to **August 31, 2025**.
- **Ocala Fire Rescue** will perform community paramedicine services as described in the AdventHealth Ocala Community Paramedic Program Agreement dated July 1, 2021.
- **Ocala Fire Rescue** will submit an invoice the beginning of each quarter in the amount of \$25,000.00 per quarter.
- Within five business days of receipt of the invoice, the **Community Foundation for Ocala/Marion County** will promptly submit reimbursement to **Ocala Fire Rescue, c/o Finance Dept., 201 SE 3rd Ave., Ocala, FL 34471**.
- the Agreement is renewed once or more following the August 31, 2025 expiration date, any such renewal will be subject to the caps set forth in Exhibit A of this Agreement.

Data Access

The Community Foundation for Ocala/Marion County will not have any access to patient information.

Confidentiality

The Community Foundation for Ocala/Marion County will not share any information reviewed or proposals prepared with any other entity. The contents of this agreement, any discussions with the City of Ocala, or any other shared information will be held in the strictest confidence on the part of the **Community Foundation for Ocala/Marion County**.

Signatures

Signed on behalf of the **Community Foundation for Ocala/Marion County**

Docusigned by:

Lauren Deiorio

11/30/2024

Lauren Deiorio, Executive Director

Date

Signed on behalf of **Ocala Fire Rescue**, by and through the **City of Ocala**

Docusigned by:

Barry Mansfield

11/27/2024

Barry Mansfield, City Council President

Date



CONTRACT # OFR/210495

Approved for form and legality:

Signed by:

William E. Sexton, Esq.

B07DCFC4E86E429...

William E. Sexton, Esq., City Attorney

Attest:

Signed by:

Angel B. Jacobs

8DB3574C28E54A5...

Angel Jacobs, City Clerk



CONTRACT # OFR/210495

Exhibit A

Funding Cap for Future Terms

Future terms will have a cap of \$210,000

September 1, 2024 and ending on August 31, 2025

County apportionment:	\$100,000
City apportionment:	\$100,000
Community Foundation apportionment:	<u>\$10,000</u>
Grant total:	\$210,000

September 1, 2025 and ending on August 31, 2026

County apportionment:	\$100,000
City apportionment:	\$100,000
Community Foundation apportionment:	<u>\$10,000</u>
Grant total:	\$210,000

Certificate Of Completion

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 Source Envelope:
 Document Pages: 3
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Status: Completed

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 Patricia Lewis
 110 SE Watula Avenue
 City Hall, Third Floor
 Ocala, FL 34471
 plewis@ocalafl.org
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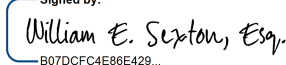
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Signer Events

William E. Sexton, Esq.
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

Signature

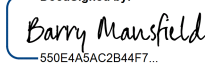
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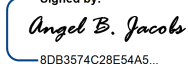
Barry Mansfield
 bmansfield@ocalafl.org
 Council President
 City of Ocala
 Security Level: Email, Account Authentication (None)

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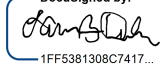
Angel B. Jacobs
 ajacobs@ocalafl.org
 City Clerk
 Security Level: Email, Account Authentication (None)

Signed by:

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Lauren Deiorio
 lauren@ocalafoundation.org
 President/Executive Director
 Security Level: Email, Account Authentication (None)

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Completed	Security Checked	11/30/2024 2:54:22 PM
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Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



CONTRACT # OFR/210495

GRANT AGREEMENT FOR COMMUNITY PARAMEDICINE SERVICES

Agreement entered **September 1, 2023**, by and between the **COMMUNITY FOUNDATION FOR OCALA/MARION COUNTY**, 324 SE 24th Street, Ocala, Florida 34471, and the **CITY OF OCALA**, by and through **Ocala Fire Rescue**, 505 NW Martin Luther King Jr Ave, Ocala, Florida 34475 for the Community Paramedicine Program.

Project Description

The Community Foundation for Ocala/Marion County anticipates that implementation of a community paramedicine program will reduce hospital readmissions, prevent non-emergency ER visits and reduce non-emergency EMS runs by improving access to care for residents in Marion County, Florida. The City of Ocala, by and through Ocala Fire Rescue, entered into a community paramedic program agreement with AdventHealth Ocala. To enhance community health and wellbeing, the **Community Foundation for Ocala/Marion County** has agreed to fund the costs incurred by the City of Ocala.

The annual project funding for the 2023-2024 year will be **\$142,085.95**, allocated to Ocala Fire Rescue as monthly reimbursements paid by the Community Foundation for Ocala/Marion County..

Terms of Agreement

- This agreement is effective for one (1) year from **September 1, 2023** to **August 31, 2024**.
- **Ocala Fire Rescue** will perform community paramedicine services as described in the AdventHealth Ocala Community Paramedic Program Agreement dated July 1, 2021.
- **Ocala Fire Rescue** will submit a report of the previous month's expenditures no later than the 15th of each month for reimbursement not exceeding \$11,840.49 per month.
- Within five business days of receipt of an approved monthly expenditure report, the **Community Foundation for Ocala/Marion County** will promptly submit reimbursement to **Ocala Fire Rescue, c/o Finance Dept., 201 SE 3rd Ave., Ocala, FL 34471**.

Data Access

The Community Foundation for Ocala/Marion County will not have any access to patient information.

Confidentiality

The Community Foundation for Ocala/Marion County will not share any information reviewed or proposals prepared with any other entity. The contents of this agreement, any discussions with the City of Ocala, or any other shared information will be held in the strictest confidence on the part of the **Community Foundation for Ocala/Marion County**.

Signatures

Signed on behalf of the **Community Foundation for Ocala/Marion County**

DocuSigned by:

Lauren Deiorio, Executive Director

11/28/2023

Date

Signed on behalf of **Ocala Fire Rescue**, by and through the **City of Ocala**

DocuSigned by:

6FD4FC329B6F4DF

James P. Hilty, Sr., City Council President

11/28/2023

Date



CONTRACT # OFR/210495

Approved as to form and legality:

DocuSigned by:

William Sexton

B07DCFC4E86E429...

William E. Sexton, Esq., City Attorney

Attest:

DocuSigned by:

Angel B. Jacobs

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Angel Jacobs, City Clerk

Certificate Of Completion

Envelope Id: 2EE0C3FD4BEE4076962EFF611DE87B41

Status: Completed

Subject: FOR SIGNATURE - 2023/24 Grant Agreement for Community Paramedicine Program (OFR/210495)

Source Envelope:

Document Pages: 2

Signatures: 4

Envelope Originator:

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Initials: 0

Patricia Lewis

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110 SE Watula Avenue

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City Hall, Third Floor

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Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

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Holder: Patricia Lewis

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Signer Events

William Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**

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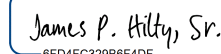
James P. Hilty, Sr.

jhilty@ocalafl.org

President

Security Level: Email, Account Authentication
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DocuSigned by:



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Angel B. Jacobs

ajacobs@ocalafl.org

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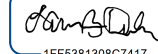
Lauren Deiorio

lauren@ocalafoundation.org

President/Executive Director

Security Level: Email, Account Authentication
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Electronic Record and Signature Disclosure:

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Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
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Envelope Sent	Hashed/Encrypted	11/28/2023 10:52:06 AM
Certified Delivered	Security Checked	11/28/2023 1:51:04 PM
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Completed	Security Checked	11/28/2023 1:51:25 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

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

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

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

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

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

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

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- 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.



CONTRACT # OFR/210495

GRANT AGREEMENT FOR COMMUNITY PARAMEDICINE SERVICES

Agreement entered **September 1, 2024**, by and between the **COMMUNITY FOUNDATION FOR OCALA/MARION COUNTY**, 324 SE 24th Street, Ocala, Florida 34471, and the **CITY OF OCALA**, by and through **Ocala Fire Rescue**, 505 NW Martin Luther King Jr Ave, Ocala, Florida 34475 for the Community Paramedicine Program.

Project Description

The Community Foundation for Ocala/Marion County anticipates that implementation of a community paramedicine program will reduce hospital readmissions, prevent non-emergency ER visits and reduce non-emergency EMS runs by improving access to care for residents in Marion County, Florida. The City of Ocala, by and through Ocala Fire Rescue, entered into a community paramedic program agreement with AdventHealth Ocala. To enhance community health and wellbeing, the **Community Foundation for Ocala/Marion County** has agreed to fund the costs incurred by the City of Ocala.

The annual project funding for the 2024-2025 year will be **\$100,000.00**, allocated to Ocala Fire Rescue as quarterly reimbursements of **\$25,000.00** paid by the Community Foundation for Ocala/Marion County..

Terms of Agreement

- This agreement is effective for one (1) year from **September 1, 2024** to **August 31, 2025**.
- **Ocala Fire Rescue** will perform community paramedicine services as described in the AdventHealth Ocala Community Paramedic Program Agreement dated July 1, 2021.
- **Ocala Fire Rescue** will submit an invoice the beginning of each quarter in the amount of \$25,000.00 per quarter.
- Within five business days of receipt of the invoice, the **Community Foundation for Ocala/Marion County** will promptly submit reimbursement to **Ocala Fire Rescue, c/o Finance Dept., 201 SE 3rd Ave., Ocala, FL 34471**.
- the Agreement is renewed once or more following the August 31, 2025 expiration date, any such renewal will be subject to the caps set forth in Exhibit A of this Agreement.

Data Access

The Community Foundation for Ocala/Marion County will not have any access to patient information.

Confidentiality

The Community Foundation for Ocala/Marion County will not share any information reviewed or proposals prepared with any other entity. The contents of this agreement, any discussions with the City of Ocala, or any other shared information will be held in the strictest confidence on the part of the **Community Foundation for Ocala/Marion County**.

Signatures

Signed on behalf of the **Community Foundation for Ocala/Marion County**

Docusigned by:

11/30/2024

Lauren Deiorio, Executive Director

Date

Signed on behalf of **Ocala Fire Rescue**, by and through the **City of Ocala**

Docusigned by:

11/27/2024

Barry Mansfield, City Council President

Date



CONTRACT # OFR/210495

Approved for form and legality:

Signed by:

William E. Sexton, Esq.

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William E. Sexton, Esq., City Attorney

Attest:

Signed by:

Angel B. Jacobs

8DB3574C28E54A5...

Angel Jacobs, City Clerk



CONTRACT # OFR/210495

Exhibit A

Funding Cap for Future Terms

Future terms will have a cap of \$210,000

September 1, 2024 and ending on August 31, 2025

County apportionment:	\$100,000
City apportionment:	\$100,000
Community Foundation apportionment:	<u>\$10,000</u>
Grant total:	\$210,000

September 1, 2025 and ending on August 31, 2026

County apportionment:	\$100,000
City apportionment:	\$100,000
Community Foundation apportionment:	<u>\$10,000</u>
Grant total:	\$210,000

Certificate Of Completion

Envelope Id: F003863C-3445-4CFC-93C3-361F3BBB0412
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 Document Pages: 3
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Status: Completed

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 plewis@ocalafl.org
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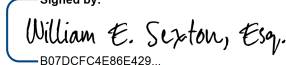
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Signer Events

William E. Sexton, Esq.
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

Signature

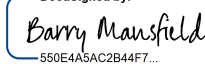
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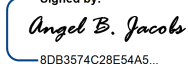
Barry Mansfield
 bmansfield@ocalafl.org
 Council President
 City of Ocala
 Security Level: Email, Account Authentication (None)

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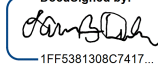
Angel B. Jacobs
 ajacobs@ocalafl.org
 City Clerk
 Security Level: Email, Account Authentication (None)

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Lauren Deiorio
 lauren@ocalafoundation.org
 President/Executive Director
 Security Level: Email, Account Authentication (None)

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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Getting paper copies

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

- 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.



CONTRACT EXTENSION

Contract Number: 091422-FAS

Sourcewell	and	Fastenal Company
202 12th Street Northeast		2001 Theurer Blvd.
P.O. Box 219		
Staples, MN 56479		Winona, Minnesota
(Sourcewell)		(Vendor) 55987

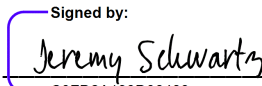
have entered into Contract Number: 091422-FAS
for the procurement of: Facility MRO, Industrial, and Building-Related Supplies and Equipment

The Contract has an expiration date of 2026-11-08 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2027-11-08 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:


C0FD2A139D06489

Authorized Signature

Jeremy Schwartz

Name

Chief Operating and Procurement Officer

Title

9/24/2025 | 12:05 PM CDT

Date

Signed by:


16B00D992333402

Authorized Signature

Scott Bailey

Name

Sr VP of Sales

Title

9/30/2025 | 9:25 AM CDT

Date



THIRD AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT

THIS THIRD AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **PREMISE HEALTH EMPLOYER SOLUTIONS, LLC**, a limited liability company duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN# 62-1625299) ("Premise Health").

WHEREAS, on January 1, 2013, City and CareHere, LLC entered into an Agreement to provide physicians or physician extenders (nurse practitioners or physician assistants) and/or nurses and/or medical assistants to perform certain medical services to the employees of the City of Ocala (the "Original Agreement"), City of Ocala Contract No.: RSK/08-001; and

WHEREAS, on January 1, 2016, City and CareHere, LLC entered into a First Amendment of CareHere, LLC City of Ocala Agreement ("First Amendment") to renew the term of the Original Agreement for an additional three-year term from January 1, 2016 to December 31, 2019; and

WHEREAS, on February 3, 2020 City and CareHere, LLC entered into a Second Amendment of CareHere, LLC City of Ocala Agreement ("Second Amendment") to amend the Monthly Fee; and

WHEREAS, on October 1, 2020, Premise Health Holding Corp., the parent company of Premise Health Employer Solutions, LLC, acquired CareHere, LLC; and

WHEREAS, on January 1, 2023, CareHere, LLC assigned all rights, interests, and obligations held by CareHere, LLC under the Original Agreement to Premise Health Employer Solutions, LLC as part of a reorganization; and

WHEREAS, City and Premise Health, now desire to extend the Original Agreement, as amended, for an additional three-year renewal period available under the Original Agreement.

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 Premise Health, agree as follows:

1. **RECITALS.** City and Premise Health 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 Premise Health, 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 is hereby renewed for an additional three-year term beginning **JANUARY 1, 2023** and terminating **DECEMBER 31, 2026**. Thereafter, this Agreement may be renewed for additional three-year renewal periods by written consent between City and Premise Health.
4. **NOTICES.** All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:



If to Premise Health:	Premise Health Employer Solutions, LLC Attention: Legal Department 5500 Maryland Way, Suite 300 Brentwood, TN 37027 E-mail: Legal@premisehealth.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3 rd Floor Ocala, Florida 34471 PH: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3 rd Floor Ocala, Florida 34471 PH: 352-401-3972 E-mail: cityattorney@ocalafl.gov

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

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



CONTRACT# RSK/08-001

IN WITNESS WHEREOF, the parties have executed this Third Amendment on 9/15/2023.

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
City Attorney

**PREMISE HEALTH EMPLOYER
SOLUTIONS, LLC**

DocuSigned by:
William D. Wright
5A002ECAE2B444F...
By: William D. Wright
(Printed Name)

Title: General Counsel, Secretary
(Title of Authorized Signatory)

DocuSigned by:
A circular stamp with the words "LEGAL REVIEW" around the perimeter and "JD" in the center.

Certificate Of Completion

Envelope Id: 71B038545C9742AB829661211F93A8F6

Status: Completed

Subject: Third Amendment, Premise Health Employer Solutions, LLC (RSK 08-001)

Source Envelope:

Document Pages: 3

Signatures: 3

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

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

Envelope Originator:

Brittany Craven

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

biverson@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

9/8/2023 10:48:01 AM

Holder: Brittany Craven

biverson@ocalafl.org

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Pool: StateLocal

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Location: DocuSign

Signer Events

William E. Sexton

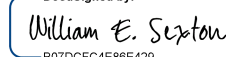
wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Timestamp

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Viewed: 9/15/2023 10:27:08 AM

Signed: 9/15/2023 10:27:17 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

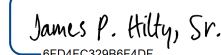
James P. Hilty, Sr.

jhilty@ocalafl.org

President

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Signed using mobile

Sent: 9/15/2023 10:27:17 AM

Viewed: 9/15/2023 10:47:53 AM

Signed: 9/15/2023 10:48:04 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.gov

April 19

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:



F82769461C4E4E5...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

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Viewed: 9/15/2023 12:53:10 PM

Signed: 9/15/2023 12:53:20 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	9/8/2023 10:51:06 AM
Envelope Updated	Security Checked	9/11/2023 7:49:32 AM
Envelope Updated	Security Checked	9/11/2023 7:49:32 AM
Envelope Updated	Security Checked	9/11/2023 7:49:32 AM
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Envelope Updated	Security Checked	9/11/2023 7:49:32 AM
Certified Delivered	Security Checked	9/15/2023 12:53:10 PM
Signing Complete	Security Checked	9/15/2023 12:53:20 PM
Completed	Security Checked	9/15/2023 12:53:20 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.

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

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

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

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

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

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

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

- 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.



FOURTH AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT

THIS FOURTH AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT ("Fourth Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PREMISE HEALTH EMPLOYER SOLUTIONS, LLC**, a limited liability company duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN# 62-1625299) ("Premise Health").

WHEREAS, on January 1, 2013, City and CareHere, LLC entered into an Agreement to provide physicians or physician extenders (nurse practitioners or physician assistants) and/or nurses and/or medical assistants to perform certain medical services to the employees of the City of Ocala (the "Original Agreement"), City of Ocala Contract No.: RSK/08/001; and

WHEREAS, on January 1, 2016, City and CareHere, LLC entered into a First Amendment of CareHere, LLC City of Ocala Agreement ("First Amendment") to renew the term of the Original Agreement for an additional three-year term from January 1, 2016 to December 31, 2019; and

WHEREAS, on February 3, 2020 City and CareHere, LLC entered into a Second Amendment of CareHere, LLC City of Ocala Agreement ("Second Amendment") to amend the Monthly Fee; and

WHEREAS, on October 1, 2020, Premise Health Holding Corp., the parent company of Premise Health Employer Solutions, LLC, acquired CareHere, LLC; and

WHEREAS, on January 1, 2023, CareHere, LLC assigned all rights, interests, and obligations held by CareHere, LLC under the Original Agreement to Premise Health Employer Solutions, LLC as part of a reorganization; and

WHEREAS, on September 15, 2023 City and Premise Health Employer Solutions, LLC entered into a Third Amendment of CareHere, LLC City of Ocala Agreement ("Third Amendment") to extend the Original Agreement, as amended, for an additional three-year term from January 1, 2023 to December 31, 2026; and

WHEREAS, City and Premise Health now desire to amend the Original Agreement to address assignment documentation, changes to professional liability insurance, restricted access to patient information, and the transferability of the Agreement to affiliates without notice.

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 Premise Health agree as follows:

1. **RECITALS.** City and Premise Health 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 Premise Health, 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. **AMENDMENT TO SECTION 4.01(e) – CERTIFICATES.** The language contained in Section 4.01(e) – Certificates of the Original Agreement is hereby deleted and replaced, in its entirety, with the following:

CERTIFICATES: Premise Health shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least B+, showing the City as an Additional Insured. The City of Ocala, Finance Department, located at



110 SE Watula Ave, Ocala, FL 34471, should be shown as the Certificate Holder, and for providing a **thirty (30)** day cancellation notice. Notwithstanding the foregoing, City agrees that certain primary layer coverage required hereunder may be provided through Green Hills Insurance Company, a non-rated Vermont-domiciled Risk Retention Group (NAIC #11941)) principally owned by Premise Health, including its subsidiaries and affiliates.

*Non-rated insurers must be pre-approved by the City Risk Manager or approved in this Agreement.

4. **AMENDMENT TO SECTION 5.06 – ACCESS TO BOOKS AND RECORDS.** The language contained in Section 5.06 – Access to Books and Records in the Original Agreement is hereby deleted and replaced, in its entirety, with the following:

ACCESS TO BOOKS AND RECORDS: Both Premise Health and the City mutually consent to grant each other access to their respective financial books and records, as they relate to this Agreement. This access is expressly restricted to financial books and records and specifically excludes, but not by way of limitation, access to patient information.

5. **AMENDMENT TO SECTION 5.07 – ASSIGNMENT.** The language contained in Section 5.07 – Assignment of the Original Agreement is hereby deleted and replaced, in its entirety, with the following:

ASSIGNMENT: Premise Health shall not assign this Agreement to any third party without obtaining prior written consent of the City, which shall not be unreasonably withheld. City acknowledges and consents that Premise Health may assign its contractual rights and delegate the provision of Services outlined herein to an affiliate or Affiliated P.C. (defined as a professional corporation, professional association, or similarly instructed legal entity duly qualified in the state where each Health Center is situated, and with which Premise Health or one of its subsidiaries maintains a management services agreement), or in connection with a sale, merger, acquisition, reorganization, or by operation of law without prior written consent of the City, provided that any successor in interest shall be financially able to provide Services without material negative impact on the City. Except as otherwise specified herein, this Agreement is legally binding upon and insures to the benefit of the involved Parties, as well as their respective successors and authorized assigns.

6. **AMENDMENT TO EXHIBIT A.** The document attached to the Original Agreement **Exhibit A – Standard Scope of Services** is hereby amended to incorporate **Exhibit A-1, Schedule 1 to Exhibit A** and **Attachment 1 to Exhibit A**, attached hereto.
7. **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 email. All notices shall be addressed to the respective parties as follows:

If to Premise Health:	Premise Health Employer Solutions, LLC Attention: Legal Department 5500 Maryland Way, Suite 120 Brentwood, TN 37027 E-Mail: Legal@premisehealth.com
-----------------------	--



If to City: Daphne Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
PH: 352-629-8343
E-Mail: notices@ocalafl.gov

with copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: cityattorney@ocalafl.gov
PH: 352-401-3972

8. **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.
9. **ELECTRONIC SIGNATURE(S).** Premise Health, 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.
10. **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:

DocuSigned by:
Angel B. Jacobs
8D94674C08C644E

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Christopher Watt
925725C02727AED

Christopher Watt
Chief of Staff

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E85E429

William E. Sexton, Esq.
City Attorney

DocuSigned by:
Shannon Farrington
D38990D7F4E8479

Signature

Shannon Farrington

Printed Name

CFO

Title

EXHIBIT A-1**AMENDMENT TO STANDARD SCOPE OF SERVICES**

This Statement of Work and the Schedules attached to this Statement of Work and incorporated herein by this reference (collectively, the "SOW") are effective as of October 1, 2022 and attached to, made a part of, and governed by the Agreement, effective January 1, 2013 by and between City of Ocala ("Client") and Premise Health Employer Solutions, LLC ("Premise Health"). To the extent that there is any conflict between the terms of this SOW, any other SOW, and the Agreement, the Parties agree that the terms of this SOW will govern. All capitalized terms used in this SOW that are not otherwise defined herein will have the meanings assigned to them in the Agreement.

ARTICLE I**LOCATIONS AND SERVICES OFFERED BY LOCATION**

Premise Health operates the City of Ocala Employee Health Center (each, a "Health Center") at:

- 2100 NE 30th Ave. Ocala, 34470 provides the products and services:

Products & Services
eRx Schedule 1

ARTICLE II**DAYS AND HOURS OF OPERATION**

Services are provided Monday through Friday excluding Client holidays. Hours of operation are set forth below, or as mutually agreed to by the Parties from time to time.

Core Services	Operating Schedule
eRx	Monday – Friday 8am - 5pm

ARTICLE III**ELIGIBILITY**

The table below identifies the eligible Participants for each Service. "Participants" may include, Employees, Spouses and Dependents, as defined below.

Products & Services	Participants
eRx	Employees, Spouses, Dependents

CONTRACT# RSK/08-001

3.1. Employees of Client who participate in Client's medical plans ("Employees") and eligible dependents of Employees ("Dependents").

ARTICLE IV
REPORTING AND RETURN ON INVESTMENT

Health Center reporting is provided on a monthly and quarterly basis via the EMR platform. Monthly reports include metrics regarding Participant experience. Quarterly reports build on the monthly report and add Return on Investment (ROI) and clinical outcome metrics. ROI analyses are available after 4 full quarters of operation. A full year of operation allows for a more complete dataset which will reflect in the per member per year savings.

CONTRACT# RSK/08-001

Schedule 1 to Exhibit A
Provider Dispensing Services

Premise Health provides medications that are available to Participants at the time of the provider visit in quantities up to 90-day supply or as allowed by law, whichever is less. Medications are prescribed and dispensed by Premise Health Personnel having authority to dispense and who are licensed, if applicable, to dispense medications to their patients. Provider dispensing medication expenses are billed directly to the Client.



Attachment 1 to Exhibit A

2023 City of Ocala PCMH Client Budget

3/30/2023

HEALTH CENTER

	2022 Budget (10/1/22 - 9/30/23)	2023 Budget (10/1/23 - 9/30/24)
Staffing Cost (Includes Benefits, Training, and Temp. Staff)	914,154	981,162
Professional Liability Insurance	8,280	8,684
Medication (Onsite Formulary with 150-200 Medications)	145,962	150,423
*Est. Based on Last 12 Months of Operation		
Labs Processed Outside of Health Center (Access to Over 2,000 Labs)	81,503	79,079
*Est. Based on Average of the Last 12 Months of Operation		
Supplies, Hardware Refresh, CLIA Waived Labs, & Misc	9,886	30,843
*Est. Based on Last 12 Months of Operation		
Radiology	4,342	4,913
*Est. Based on Last 12 Months of Operation		
Management Fee - \$21 PEPM		
Management Fee Total Cost	250,488	250,488
TOTAL ANNUAL COST	1,414,615	1,505,591

Key:

Fixed based on Staffing Model

*All other non-color coded categories are variable/pass through as incurred.

- ◆ PLI will increase 5% each year in October.
- ◆ Flu is included in 2023/2024 budget and not included in 2022/2023 budget.
- ◆ Hardware refresh of an estimated \$16,731.85 are included in 2023/2024 budget.

Certificate Of Completion

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Jamil Ramirez

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

jramirez@ocalafl.org

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jramirez@ocalafl.org

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Signer Events

William E. Sexton

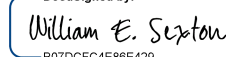
wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**

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Nathaniel Dallas

Nathaniel.Dallas@premisehealth.com

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(None)

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Signed: 11/30/2023 9:13:45 AM

Electronic Record and Signature Disclosure:

Accepted: 11/28/2023 9:41:54 AM

ID: 3015cb86-7417-42f2-a8e4-f99e285a4e0f

Shannon Farrington

Shannon.Farrington@Premisehealth.com

CFO

Security Level: Email, Account Authentication
(None)

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Signed: 12/5/2023 3:03:55 AM

Electronic Record and Signature Disclosure:

Accepted: 12/5/2023 3:03:24 AM

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Christopher Watt

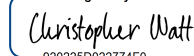
cwatt@ocalafl.org

Chief of Staff

City of Ocala

Security Level: Email, Account Authentication
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Signer Events	Signature	Timestamp
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Agent Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
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Envelope Updated	Security Checked	11/27/2023 4:58:14 PM
Certified Delivered	Security Checked	12/5/2023 9:00:42 AM
Signing Complete	Security Checked	12/5/2023 9:01:09 AM
Completed	Security Checked	12/5/2023 9:01:09 AM
Payment Events	Status	Timestamps
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.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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

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



THIRD AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT

THIS THIRD AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **PREMISE HEALTH EMPLOYER SOLUTIONS, LLC**, a limited liability company duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN# 62-1625299) ("Premise Health").

WHEREAS, on January 1, 2013, City and CareHere, LLC entered into an Agreement to provide physicians or physician extenders (nurse practitioners or physician assistants) and/or nurses and/or medical assistants to perform certain medical services to the employees of the City of Ocala (the "Original Agreement"), City of Ocala Contract No.: RSK/08-001; and

WHEREAS, on January 1, 2016, City and CareHere, LLC entered into a First Amendment of CareHere, LLC City of Ocala Agreement ("First Amendment") to renew the term of the Original Agreement for an additional three-year term from January 1, 2016 to December 31, 2019; and

WHEREAS, on February 3, 2020 City and CareHere, LLC entered into a Second Amendment of CareHere, LLC City of Ocala Agreement ("Second Amendment") to amend the Monthly Fee; and

WHEREAS, on October 1, 2020, Premise Health Holding Corp., the parent company of Premise Health Employer Solutions, LLC, acquired CareHere, LLC; and

WHEREAS, on January 1, 2023, CareHere, LLC assigned all rights, interests, and obligations held by CareHere, LLC under the Original Agreement to Premise Health Employer Solutions, LLC as part of a reorganization; and

WHEREAS, City and Premise Health, now desire to extend the Original Agreement, as amended, for an additional three-year renewal period available under the Original Agreement.

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 Premise Health, agree as follows:

1. **RECITALS.** City and Premise Health 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 Premise Health, 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 is hereby renewed for an additional three-year term beginning **JANUARY 1, 2023** and terminating **DECEMBER 31, 2026**. Thereafter, this Agreement may be renewed for additional three-year renewal periods by written consent between City and Premise Health.
4. **NOTICES.** All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:



If to Premise Health:	Premise Health Employer Solutions, LLC Attention: Legal Department 5500 Maryland Way, Suite 300 Brentwood, TN 37027 E-mail: Legal@premisehealth.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3 rd Floor Ocala, Florida 34471 PH: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3 rd Floor Ocala, Florida 34471 PH: 352-401-3972 E-mail: cityattorney@ocalafl.gov

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

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



CONTRACT# RSK/08-001

IN WITNESS WHEREOF, the parties have executed this Third Amendment on 9/15/2023.

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
City Attorney

**PREMISE HEALTH EMPLOYER
SOLUTIONS, LLC**

DocuSigned by:
William D. Wright
5A002ECAE2B444F...

By: William D. Wright
(Printed Name)

Title: General Counsel, Secretary
(Title of Authorized Signatory)

DocuSigned by:
A circular stamp with the words "LEGAL REVIEW" around the perimeter and a stylized "JD" in the center.

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Brittany Craven

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

biverson@ocalafl.org

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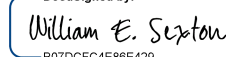
wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**

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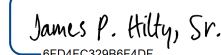
James P. Hilty, Sr.

jhilty@ocalafl.org

President

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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ID: 14e56788-1409-4fcd-8b7c-ddcc68b32a87

Angel B. Jacobs


ajacobs@ocalafl.gov

April 19

City of Ocala

Security Level: Email, Account Authentication
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Signature Adoption: Pre-selected Style

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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	9/15/2023 12:53:10 PM
Signing Complete	Security Checked	9/15/2023 12:53:20 PM
Completed	Security Checked	9/15/2023 12:53:20 PM
Payment Events	Status	Timestamps
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FOURTH AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT

THIS FOURTH AMENDMENT OF CAREHERE, LLC CITY OF OCALA AGREEMENT ("Fourth Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PREMISE HEALTH EMPLOYER SOLUTIONS, LLC**, a limited liability company duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN# 62-1625299) ("Premise Health").

WHEREAS, on January 1, 2013, City and CareHere, LLC entered into an Agreement to provide physicians or physician extenders (nurse practitioners or physician assistants) and/or nurses and/or medical assistants to perform certain medical services to the employees of the City of Ocala (the "Original Agreement"), City of Ocala Contract No.: RSK/08/001; and

WHEREAS, on January 1, 2016, City and CareHere, LLC entered into a First Amendment of CareHere, LLC City of Ocala Agreement ("First Amendment") to renew the term of the Original Agreement for an additional three-year term from January 1, 2016 to December 31, 2019; and

WHEREAS, on February 3, 2020 City and CareHere, LLC entered into a Second Amendment of CareHere, LLC City of Ocala Agreement ("Second Amendment") to amend the Monthly Fee; and

WHEREAS, on October 1, 2020, Premise Health Holding Corp., the parent company of Premise Health Employer Solutions, LLC, acquired CareHere, LLC; and

WHEREAS, on January 1, 2023, CareHere, LLC assigned all rights, interests, and obligations held by CareHere, LLC under the Original Agreement to Premise Health Employer Solutions, LLC as part of a reorganization; and

WHEREAS, on September 15, 2023 City and Premise Health Employer Solutions, LLC entered into a Third Amendment of CareHere, LLC City of Ocala Agreement ("Third Amendment") to extend the Original Agreement, as amended, for an additional three-year term from January 1, 2023 to December 31, 2026; and

WHEREAS, City and Premise Health now desire to amend the Original Agreement to address assignment documentation, changes to professional liability insurance, restricted access to patient information, and the transferability of the Agreement to affiliates without notice.

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 Premise Health agree as follows:

1. **RECITALS.** City and Premise Health 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 Premise Health, 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. **AMENDMENT TO SECTION 4.01(e) – CERTIFICATES.** The language contained in Section 4.01(e) – Certificates of the Original Agreement is hereby deleted and replaced, in its entirety, with the following:

CERTIFICATES: Premise Health shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least B+, showing the City as an Additional Insured. The City of Ocala, Finance Department, located at



110 SE Watula Ave, Ocala, FL 34471, should be shown as the Certificate Holder, and for providing a **thirty (30)** day cancellation notice. Notwithstanding the foregoing, City agrees that certain primary layer coverage required hereunder may be provided through Green Hills Insurance Company, a non-rated Vermont-domiciled Risk Retention Group (NAIC #11941)) principally owned by Premise Health, including its subsidiaries and affiliates.

*Non-rated insurers must be pre-approved by the City Risk Manager or approved in this Agreement.

4. **AMENDMENT TO SECTION 5.06 – ACCESS TO BOOKS AND RECORDS.** The language contained in Section 5.06 – Access to Books and Records in the Original Agreement is hereby deleted and replaced, in its entirety, with the following:

ACCESS TO BOOKS AND RECORDS: Both Premise Health and the City mutually consent to grant each other access to their respective financial books and records, as they relate to this Agreement. This access is expressly restricted to financial books and records and specifically excludes, but not by way of limitation, access to patient information.

5. **AMENDMENT TO SECTION 5.07 – ASSIGNMENT.** The language contained in Section 5.07 – Assignment of the Original Agreement is hereby deleted and replaced, in its entirety, with the following:

ASSIGNMENT: Premise Health shall not assign this Agreement to any third party without obtaining prior written consent of the City, which shall not be unreasonably withheld. City acknowledges and consents that Premise Health may assign its contractual rights and delegate the provision of Services outlined herein to an affiliate or Affiliated P.C. (defined as a professional corporation, professional association, or similarly instructed legal entity duly qualified in the state where each Health Center is situated, and with which Premise Health or one of its subsidiaries maintains a management services agreement), or in connection with a sale, merger, acquisition, reorganization, or by operation of law without prior written consent of the City, provided that any successor in interest shall be financially able to provide Services without material negative impact on the City. Except as otherwise specified herein, this Agreement is legally binding upon and insures to the benefit of the involved Parties, as well as their respective successors and authorized assigns.

6. **AMENDMENT TO EXHIBIT A.** The document attached to the Original Agreement **Exhibit A – Standard Scope of Services** is hereby amended to incorporate **Exhibit A-1, Schedule 1 to Exhibit A** and **Attachment 1 to Exhibit A**, attached hereto.
7. **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 email. All notices shall be addressed to the respective parties as follows:

If to Premise Health:	Premise Health Employer Solutions, LLC Attention: Legal Department 5500 Maryland Way, Suite 120 Brentwood, TN 37027 E-Mail: Legal@premisehealth.com
-----------------------	--



If to City: Daphne Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
PH: 352-629-8343
E-Mail: notices@ocalafl.gov

with copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: cityattorney@ocalafl.gov
PH: 352-401-3972

8. **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.
9. **ELECTRONIC SIGNATURE(S).** Premise Health, 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.
10. **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:

DocuSigned by:
Angel B. Jacobs
8094674C08C644E

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Christopher Watt
925725C02727AED

Christopher Watt
Chief of Staff

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E85E429

William E. Sexton, Esq.
City Attorney

**PREMISE HEALTH EMPLOYER SOLUTIONS,
LLC**

DocuSigned by:
Shannon Farrington
038990D714E8479

Signature

Shannon Farrington

Printed Name

CFO

Title

EXHIBIT A-1**AMENDMENT TO STANDARD SCOPE OF SERVICES**

This Statement of Work and the Schedules attached to this Statement of Work and incorporated herein by this reference (collectively, the "SOW") are effective as of October 1, 2022 and attached to, made a part of, and governed by the Agreement, effective January 1, 2013 by and between City of Ocala ("Client") and Premise Health Employer Solutions, LLC ("Premise Health"). To the extent that there is any conflict between the terms of this SOW, any other SOW, and the Agreement, the Parties agree that the terms of this SOW will govern. All capitalized terms used in this SOW that are not otherwise defined herein will have the meanings assigned to them in the Agreement.

ARTICLE I**LOCATIONS AND SERVICES OFFERED BY LOCATION**

Premise Health operates the City of Ocala Employee Health Center (each, a "Health Center") at:

- 2100 NE 30th Ave. Ocala, 34470 provides the products and services:

Products & Services
eRx Schedule 1

ARTICLE II**DAYS AND HOURS OF OPERATION**

Services are provided Monday through Friday excluding Client holidays. Hours of operation are set forth below, or as mutually agreed to by the Parties from time to time.

Core Services	Operating Schedule
eRx	Monday – Friday 8am - 5pm

ARTICLE III**ELIGIBILITY**

The table below identifies the eligible Participants for each Service. "Participants" may include, Employees, Spouses and Dependents, as defined below.

Products & Services	Participants
eRx	Employees, Spouses, Dependents

CONTRACT# RSK/08-001

3.1. Employees of Client who participate in Client's medical plans ("Employees") and eligible dependents of Employees ("Dependents").

ARTICLE IV
REPORTING AND RETURN ON INVESTMENT

Health Center reporting is provided on a monthly and quarterly basis via the EMR platform. Monthly reports include metrics regarding Participant experience. Quarterly reports build on the monthly report and add Return on Investment (ROI) and clinical outcome metrics. ROI analyses are available after 4 full quarters of operation. A full year of operation allows for a more complete dataset which will reflect in the per member per year savings.

CONTRACT# RSK/08-001

Schedule 1 to Exhibit A
Provider Dispensing Services

Premise Health provides medications that are available to Participants at the time of the provider visit in quantities up to 90-day supply or as allowed by law, whichever is less. Medications are prescribed and dispensed by Premise Health Personnel having authority to dispense and who are licensed, if applicable, to dispense medications to their patients. Provider dispensing medication expenses are billed directly to the Client.



Attachment 1 to Exhibit A

2023 City of Ocala PCMH Client Budget

3/30/2023

HEALTH CENTER

	2022 Budget (10/1/22 - 9/30/23)	2023 Budget (10/1/23 - 9/30/24)
Staffing Cost (Includes Benefits, Training, and Temp. Staff)	914,154	981,162
Professional Liability Insurance	8,280	8,684
Medication (Onsite Formulary with 150-200 Medications)	145,962	150,423
*Est. Based on Last 12 Months of Operation		
Labs Processed Outside of Health Center (Access to Over 2,000 Labs)	81,503	79,079
*Est. Based on Average of the Last 12 Months of Operation		
Supplies, Hardware Refresh, CLIA Waived Labs, & Misc	9,886	30,843
*Est. Based on Last 12 Months of Operation		
Radiology	4,342	4,913
*Est. Based on Last 12 Months of Operation		
Management Fee - \$21 PEPM		
Management Fee Total Cost	250,488	250,488
TOTAL ANNUAL COST	1,414,615	1,505,591

Key:

Fixed based on Staffing Model

*All other non-color coded categories are variable/pass through as incurred.

- ◆ PLI will increase 5% each year in October.
- ◆ Flu is included in 2023/2024 budget and not included in 2022/2023 budget.
- ◆ Hardware refresh of an estimated \$16,731.85 are included in 2023/2024 budget.

Certificate Of Completion

Envelope Id: EA14AB2B0378455D9F5FA41D0972064E

Status: Completed

Subject: FOR SIGNATURE - (RSK) 08-001

Source Envelope:

Document Pages: 8

Signatures: 4

Certificate Pages: 5

Initials: 1

AutoNav: Enabled

Envelope 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

11/16/2023 4:20:44 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

William E. Sexton

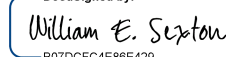
wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Signed: 11/22/2023 11:59:54 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Nathaniel Dallas

Nathaniel.Dallas@premisehealth.com

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

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Resent: 11/27/2023 4:58:15 PM

Viewed: 11/28/2023 9:41:54 AM

Signed: 11/30/2023 9:13:45 AM

Electronic Record and Signature Disclosure:

Accepted: 11/28/2023 9:41:54 AM

ID: 3015cb86-7417-42f2-a8e4-f99e285a4e0f

Shannon Farrington

Shannon.Farrington@Premisehealth.com

CFO

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 129.222.252.209

Signed using mobile

Sent: 11/30/2023 9:13:46 AM

Viewed: 12/5/2023 3:03:24 AM

Signed: 12/5/2023 3:03:55 AM

Electronic Record and Signature Disclosure:

Accepted: 12/5/2023 3:03:24 AM

ID: b3a21402-6f4a-424c-8c5e-b936ff57dff1

Christopher Watt

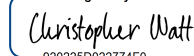
cwatt@ocalafl.org

Chief of Staff

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style


Using IP Address: 216.255.240.104

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Signed: 12/5/2023 6:51:43 AM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
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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	11/16/2023 4:22:43 PM
Envelope Updated	Security Checked	11/27/2023 4:58:14 PM
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Envelope Updated	Security Checked	11/27/2023 4:58:14 PM
Envelope Updated	Security Checked	11/27/2023 4:58:14 PM
Certified Delivered	Security Checked	12/5/2023 9:00:42 AM
Signing Complete	Security Checked	12/5/2023 9:01:09 AM
Completed	Security Checked	12/5/2023 9:01:09 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.



CONSTRUCTION SERVICES AGREEMENT FOR DRILLING OF TWO UPPER FLORIDAN AQUIFER WELLS – WATER TREATMENT PLANT#2

THIS CONSTRUCTION SERVICES AGREEMENT FOR DRILLING OF TWO UPPER FLORIDAN AQUIFER WELLS – WATER TREATMENT PLANT#2 (Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ALL WEBBS ENTERPRISES, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-2418764) ("Contractor").

RECITALS:

WHEREAS, on January 22, 2025, City issued an Invitation to Bid ("ITB") for the provision of construction services related to the drilling of two Upper Floridan Aquifer (UFA) Wells #11 and #12 at Water Treatment Plant#2, ITB No.: ENG/250268 (the "Solicitation"); and

WHEREAS, a total of two (2) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by All Webbs Enterprises, Inc. was found to be the lowest; and

WHEREAS, All Webbs Enterprises, Inc. was chosen as the intended awardee to provide construction services related to the drilling of two Upper Floridan Aquifer (UFA) Wells #11 and #12 at Water Treatment Plant#2 (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:

TERMS OF AGREEMENT:

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

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

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

Exhibit A:	Scope of Work (A-1 through A-10)
Exhibit B:	Plan Set (B-1 through B-6)
Exhibit C:	Floridan APT Well Locations (C-1 through C-2)
Exhibit D:	Water Well Permitting & Construction Requirements (D-1 through D-13)
Exhibit E:	Grant Clauses (E-1 through E-8)
Exhibit F:	Price Proposal (F-1 through F-2)
Exhibit G:	Executed Cost-Share Grant Agreement (G-1 through G-31)
Exhibit H:	Monitoring Well Depths (H-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 E, then (2) Exhibit A then (3) Exhibit D, then (4) Exhibit F, then (5) Exhibit B, then (6) Exhibit C, then (7) Exhibit G, then (8) Exhibit H.

- B. **Project Specifications:** In addition to the Contract Documents and up-to-date copies of shop drawings, this project will require the Contractor to have the following specifications and documents, which are incorporated by reference:

- i. **City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure"** available at:

www.ocalafl.gov/home/showpublisheddocument/24606

Florida Department of Transportation ("FDOT") Standard Specifications for Road and Bridge Construction (latest edition) available at:

<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>.

Florida Department of Transportation Standard Plans for Road and Bridge Construction (latest edition):

<https://www.fdot.gov/design/standardplans/sprbc.shtm>

Manual on Uniform Traffic Control Devices (MUTCD), latest edition which can be obtained by downloading from:

<https://www.fdot.gov/traffic/traffic services/mutcd.shtm>

Florida Department of Transportation Florida Greenbook (latest edition), can be obtained by downloading from:

<https://www.fdot.gov/roadway/floridagreenbook/fgb.shtm>

If there is a conflict between the individual Project Specifications regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedents to the most restrictive specification.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. Contractor must perform a minimum of **FIFTY PERCENT (50%)** of the work with its own forces. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor a maximum limiting amount of **ONE MILLION, THREE HUNDRED SIXTY-SEVEN THOUSAND, SEVEN HUNDRED AND NO/100 DOLLARS (\$1,367,700)** (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 F – Price Proposal** and other requirements set forth in the Contract Documents. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.
 - A. **Monthly Progress Payments:** The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable federal and/or state laws.



- B. **Project Schedule and Progress Reports.** A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.
- C. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit a Certificate of Disbursement of Payment with each invoice after the first payment. Contractor shall also submit an updated schedule with each invoice. Contractor shall be provided with a cover sheet for invoicing. This cover sheet must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Engineering & Water Resources Department, Attn: Jimmy Lopez**, Address: **1805 NE 30th Avenue, Building 700, Ocala, Florida 34470** E-Mail: jlopez@ocalafl.gov.
- D. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- E. **Retainage.** City shall withhold an amount equal to **FIVE PERCENT (5%)** of each monthly progress payment as retainage to secure Contractor's full and faithful performance of its obligations under this Agreement (the "Retainage"). Contractor shall not be entitled to any interest received by City on Retainage. The Retainage shall be payable to Contractor, subject to the provisions of this subsection, upon satisfaction of the following conditions precedent: (1) confirmation from the City Project Manager that Contractor has satisfactorily completed all work in accordance with the provisions of the Agreement; and (2) receipt of the Consent of Surety of the recorded bond for final payment.
- F. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
- G. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
- H. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.



- I. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **TIME FOR PERFORMANCE.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
 - A. Contractor shall mobilize and commence work no later than **SEVEN (7)** working days from the date of issuance of a Notice to Proceed for the project by City. At no time will the Contractor be allowed to lag behind.
 - B. **All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager within ONE HUNDRED EIGHTY (180) days of the start date indicated on the Notice to Proceed and ready for final payment within TEN (10) days of substantial completion.**
 - C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.
 - D. **Lead Time:** The maximum acceptable lead time on materials is two (2) weeks. The City shall issue a Notice to Proceed (NTP) upon notification of receipt materials by Contractor.
 - E. **Weather Days:** Contractor shall submit a written request to the City Project (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Contractor performance and execution of work shall be considered in the determination for granting additional days.
 - F. **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 (forty-eight) 48-hour advance notice to City Project Manager for work outside normal shift hours. The city may decline the request.
 - G. **Emergency Work Hours:** The Contractor must have available staff on site and prepared to begin work within **two (2) hours** notification of any work deemed "Emergency" (this includes all storm related emergencies). If the work is not completed or staff is not on site by Contract timelines the Contract will be considered in default.
 - H. Upon declaration of default, the City will have full power to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter an agreement with others to complete the work under the Contract or may use other methods to complete the work in an acceptable manner. The City will charge all costs that the City incurs because of the Contractor's default, including the costs of completing the work under the Contract, against the Contractor.



- I. If, after default notice by the City, and prior to any action by the City to otherwise complete the work under the Contract, the Contractor establishes their intent to prosecute the work in accordance with the City's requirements, then the City may allow the Contractor to resume the work, in which case the City will deduct from any monies due or that may become due under the Contract, any costs to the City incurred by the delay, or from any reason attributable to the delay.
 - J. 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.
 - K. 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, SIX HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$1,685)** per day for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion in the Contract Documents. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract Documents for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City, as liquidated damages and not as a penalty, additional sum of **TWO HUNDRED AND NO/100 DOLLARS (\$200)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.
- A. **No Waiver of Rights or Liabilities.** Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.
 - B. **Right to Withhold or Deduct Damages.** When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.
 - C. **Non-Cumulative.** The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Contractor's failure to achieve Substantial Completion shall be



assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Contractor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.

- D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.
 - E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.
7. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
 8. **MAINTENANCE AND GUARANTEE BOND.** Prior to final payment, Contractor shall furnish a Maintenance and Guarantee Bond in the amount of **TEN PERCENT (10%)** of the total project value, for a period of **THREE (3)** year for labor and **THREE (3)** year for materials from the date of final completion. Prior to the City's receipt of Contractor's fully executed Maintenance and Guarantee Bond, Contractor will warrant all labor and materials completed pursuant to this Agreement.
 9. **PUBLIC CONSTRUCTION BOND.** As required by section 255.05, Florida Statutes, Contractor shall furnish a certified and recorded Public Construction Bond in the amount of **ONE MILLION, THREE HUNDRED SIXTY-SEVEN THOUSAND, SEVEN HUNDRED AND NO/100 DOLLARS (\$1,367,700)** as security for the faithful performance of the work as required and set forth in the Contract Documents within the time set forth for performance under this Agreement and for prompt payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided for herein.
 10. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
 - A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order



to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

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

- A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
- B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

12. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

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

- (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
- (2) Contractor provides material that does not meet the specifications of the Agreement;
- (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
- (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.



- B. **Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice;
 - (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
 - (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
 - (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; (ii) placing a claim against the public construction bond, or (iii) any other remedy as provided by law.
- D. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.
13. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **THREE (3)** years from the date of Final Completion. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **THREE (3)** years from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.
14. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
15. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall



be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

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

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

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

- A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
- B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.



- C. Contractor shall be responsible to see that the finished work complies accurately with this Agreement and the intent thereof.
 - D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, including, but not limited to obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
 - E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
 - F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
 - G. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
18. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
19. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES.** City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.
 - B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.
20. **STORAGE OF MATERIALS/EQUIPMENT.** Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.



21. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work**. City has the authority to stop work or to suspend any work.
22. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
23. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of Commercial General Liability insurance with limits not less than:
- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
24. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
- A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
 - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
25. **ADDITIONAL INSURANCE REQUIREMENTS.**
- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way



represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

- B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result 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 event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
- F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. **Severability of Interests.** Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.



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

- A. All employees on the work and other persons that may be affected thereby;
- B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

28. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

- a. In addition to the requirements set forth in its bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
- b. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

29. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

30. **CONSTRUCTION SURVEY LAYOUT.** The work to be performed pursuant to survey work provided by City shall be completed as necessary to establish all proper alignments, right of way, easements, benchmarks, elevations, and grade stakes to complete all phases of this Contract.

- A. Contractor shall immediately bring to City's attention any survey issues that would impede the Contractor's completion of the work. The work performed pursuant to survey work at the



Contractor's expense pursuant to this Agreement shall be prepared by a licensed surveyor and provided to the City. Any survey issues with these surveys that would impede the Contractor's completion of the work shall immediately be brought to the City's attention. If additional or corrective survey work is required, it shall be at Contractor's expense.

- B. The City Engineer/City Project Manager shall establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work. If Contractor shall remove or destroy any stake, marker, or benchmark on the work without first having secured the approval of the City Engineer/City Project Manager, such stake, or benchmark shall be re-established by and at Contractor's expense.
 - C. It shall be the responsibility of Contractor to preserve all adjacent property corner markers which might be affected by their operations and replace same if undermined. Corner locations known by City will be made available to Contractor. All original field notes, calculations, and other documents developed by the surveyor in conjunction with this work shall be given to City and become City property. All surveying work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6G17 of the Florida Administrative Code.
31. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
32. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
33. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.



34. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
35. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
36. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
37. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
38. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records.



All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

39. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
40. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
41. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
42. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
43. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.



44. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
45. **INDEMNITY.** Contractor shall indemnify, defend, and hold harmless City and its elected officials, employees and volunteers against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful acts of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor.
46. **NO WAIVER OF SOVEREIGN IMMUNITY.** 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.
47. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

All Webbs Enterprises, Inc.
 Attention: David Webb Jr. Vice President
 309 Commerce Way
 Jupiter, Florida 33458
 Phone: 561-746-2079
 E-mail: davidwebbjr@allwebbs.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
 City of Ocala
 110 SE Watula Avenue, Third Floor
 Ocala, Florida 34471
 Phone: 352-629-8343
 E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
 City of Ocala
 110 SE Watula Avenue, Third Floor
 Ocala, Florida 34471
 Phone: 352-401-3972
 E-mail: wsexton@ocalafl.gov

48. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court



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

49. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
50. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the state of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the state of Florida.
51. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
52. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
53. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
54. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
55. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than



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

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

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

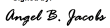


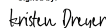
CONTRACT# ENG/250268

IN WITNESS WHEREOF, the parties have executed this Agreement on 4/22/2025.

ATTEST:

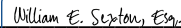
CITY OF OCALA

Signed by:

80B3574C2B55443...
 Angel B. Jacobs
 City Clerk

Signed by:

3827288FAF314FC...
 Kristen Dreyer
 City Council President

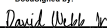
Approved as to form and legality:

ALL WEBBS ENTERPRISES, INC.

Signed by:

B07DCFC4E86E429...

By: William E. Sexton, Esq.
 (Printed Name)

Title: City Attorney

DocuSigned by:

AA808E108FD9430...
 (Signature)

By: David Webb Jr.
 (Printed Name)

Title: Vp
 (Title of Authorized Signatory)

Exhibit A – SCOPE OF WORK**CONTRACT# ENG/250268****BACKGROUND**

1. Contractor shall provide water well drilling services supporting the Water Resources & Engineering department. This project consists of drilling two Upper Floridan Aquifer (UFA) Wells #11 & #12 at Water Treatment Plant #2 located at **3744 S Pine Ave, Ocala, FL**. The construction scope and limits are as shown on the plan set in **Exhibit B –Plan Set**.
2. Alternate pricing will be provided for the abandonment of **eight (8)** monitoring wells and the modification of existing Well # 7 to extend casing a minimum of **three (3)** feet above finished grade - re-install slab/datum and bollards. Construction scope and limits are as shown in **Exhibit C – Floridan APT Well Locations**.
3. Contractor shall be responsible for providing all materials, labor, and equipment (in good working condition) to complete the drilling, casings installation, concrete pouring, and testing.

CONTRACTOR RESPONSIBILITIES

1. The City of Ocala will pay the Contractor only for the actual units that the Contractor provides, installs, or constructs on the project.
2. The Contractor and all subcontractors shall be required to conform to the labor standards and employment requirements set forth in the Contract Documents. All work shall be performed under the supervision of a qualified, competent foreman or supervisor.
3. Locate, protect, and relocate any and all underground utilities necessary to complete the work specified in the contract, and verify all field conditions, measurements, and elevations.
4. If work to be done has no line-item unit price in the contract, a written proposal of the work must be agreed upon prior to the work being started.
5. The Contractor, at their own expense, must obtain any commercial licenses the Contractor needs, i.e., a county occupational license or transportation permits required by the Department of Transportation.
6. If, in the opinion of the City's Engineer or their representative, the Contractor's equipment is not capable of satisfactorily performing the work provided for in these specifications, the Contractor shall substitute equipment subject to City approval.
7. Contractor shall provide casing of the type(s), thickness and diameter(s) specified herein. All casing shall be standard wall, new, first quality material and free of defects in workmanship and handling.
8. All steel casing **must be American made** and must conform to API Standard 5L, Grade B, ASTM A53, Grade B or better. Casing supplied as plain end pipe shall be provided with ends perfectly squared and beveled for V-notch welding.
9. The manufacturer's warranty period shall run concurrently with the Contractor's warranty period. The warranty period shall commence on the date of the final acceptance of the work and upon payment of same. The materials and work performed shall be warranted to be free from defects in workmanship and design. Any materials or work that fail during the warranty period shall be replaced and restored to service at no expense to the City.
10. The price for mobilization/demobilization shall include all labor and materials required to prepare site, stabilize, and erect rig and provide for support equipment. The price shall include all labor and materials required to rig down and remove all equipment and materials from the site. This price shall also include the cost for transportation to the site and other costs, including site clean-up, directly related to mobilization/demobilization, but not specifically named herein.

Exhibit A – SCOPE OF WORK**CONTRACT# ENG/250268**

11. During construction of the well, all necessary precautions shall be taken to prevent contaminated water, other contaminants, foreign matter, or water having undesirable physical or chemical characteristics from entering the wells under construction. Contractor shall also provide for the effective control of water being discharged from the wells during drilling, testing and non-drilling times. The Contractor shall be responsible for constructing any necessary discharge baffles, silt barriers, spreading plates, or impoundments to discharge water in accordance with all applicable permits, rules, and regulations.
12. In the event that the wells become contaminated or that water having undesirable physical or chemical characteristics enters the well because of the neglect of the Contractor, the Contractor shall perform such work or supply such casings, seals, sterilizing agents or other material as may be necessary to eliminate the contamination or shut off the undesirable water, at no additional cost to the City.
13. Contractor shall supply any and all materials, mobilization, surveying, labor and equipment needed to complete the project as described in **Exhibit B-Plan set**.
14. Contractor shall supply/provide on-site construction power and wiring, as needed. Provide on-site sanitary facilities as required by governing agencies. Contractor shall not be permitted to use the City sanitary facilities during construction. Posting of OSHA required notices and establishing of safety programs and procedures.
15. Contractor shall be responsible for reviewing, acknowledging, and pricing accordingly in bid "ALL NOTES TO CONTRACTOR" on **Exhibit B-Plan set**.

PERMIT REQUIREMENTS

1. **Permits Required:** A well construction permit is required from the Marion County Health Department. A Well Completion Report will need to be submitted to the Marion County Health Department for well. The Contractor shall comply with all District and local permitting requirements. The Contractor shall be required to provide a Well Completion Report, as required by 40C-3, FAC, to the City's Project Manager.
2. **Construction Permit Applications:** For construction permits and related documents, please visit: <https://www.ocalafl.org/government/city-departments-a-h/growth-management/building/construction-permits>

ANTICIPATED TASKS, DELIVERABLES AND HOURS

1. **Anticipated Tasks:** The Contractor may be required to perform the following types of services for the City of Ocala. This list is not an attempt to exclusively define those specific activities the Contractor will perform.
 - Drilling of 24", 34" & 40" Holes, as specified on the Plan Set.
 - Installation of 24" & 34" Steel Casings, as specified on the Plan Set.
 - Caliper Logging before casing installations.
 - Installation of Concrete Grouting.
 - Concrete Cavity Filling, as needed.
 - Dredging.
 - Well Flow Test.
 - Geophysical Logging and Bacteria Test.

Exhibit A – SCOPE OF WORK**CONTRACT# ENG/250268**

- Well abandonment.
 - Light site clearing
2. **Deliverables:** The Contractor shall provide monthly reports of all Task Work Orders in progress. Deliverables shall be accepted by the City Project Manager before payment for such work.

PROJECT SPECIFICATIONS

This project will require the Contractor to follow the following plans and specifications and any other governing specifications that projects shall be constructed in accordance to:

1. Plan Set for the project attached as **Exhibit B**.
2. Floridan APT Well Locations attached as **Exhibit C**.
3. Florida Rules Chapter 62-532 Water Well Permitting and Construction Requirements as **Exhibit D**.
City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure available at:
<https://www.ocalafl.gov/home/showpublisheddocument/24606/638405851437470000>
4. Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction, latest edition available at:
<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>
5. **Job Site Documents:** The Contractor must have the above listed documents in addition to up-to-date copies of shop drawings, plans and bid document at job sites at all times.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
3. The Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number, email, and address to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
4. All workers within the right-of-way shall wear ANSI/ISEA Class 2 & Class 3 apparel (safety vest or equivalent).
5. The Contractor's employees shall wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.

Exhibit A – SCOPE OF WORK**CONTRACT# ENG/250268**

6. Contractor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employees.
7. Prime Contractor and sub-contractor vehicles shall have their company name located on the side and all personnel shall be required to wear a company shirt.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:
 - A. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
 - B. Access to City buildings and facilities to perform the work.
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.

PROJECT REQUIREMENTS AND EXECUTION OF WORK

1. **Project Schedule:** Contractor must submit project schedule to the City Project Inspector/Project Manager for approval. This schedule must be submitted prior to the starting of a project and must be updated when the schedule is no longer accurate.
2. **As-Builts:** Upon final completion of each individual project, signed and sealed as-builts must be submitted and approved by the City.
3. **Material & Construction Equipment:** All material & construction equipment must meet FDOT Standard Specifications for Road and Bridge, latest edition.
4. **Backfilling and Compaction Procedures:** Backfilling and compaction shall be performed in accordance with the FDOT Standard Specifications for Road and Bridge Construction (latest edition) and the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure or as otherwise directed in writing by the City of Ocala.
5. **Open Cuts:** All open cuts in the pavement (asphalt and concrete) shall be saw cut and made square. Water must be used during all saw cuts in asphalt or concrete to limit dust.
6. **Damages:** Contractor shall be responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than **one (1) month** from the date damage occurred.
7. **Compliance:** The Contractor shall complete all work performed under this Contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.

SURVEY LAYOUT

1. The City Engineer/Project Manager may, as required, establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work.

Exhibit A – SCOPE OF WORK**CONTRACT# ENG/250268**

2. If the Contractor shall remove or destroy any stake, marker, or benchmark on the work without first having secured the approval of the City Engineer, such stake, or benchmark shall be re-established by and at the Contractor's expense.
3. It shall be the responsibility of the Contractor to preserve all adjacent property corner markers which might be affected by their operation and replace same if undermined. Corner locations known by the City shall be available to the Contractor.
4. All survey work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 61G17 of the Florida Administrative Code.

TESTING REQUIREMENTS

1. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required. Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to City Engineer.
2. Results of all required testing and inspections shall be submitted to the project inspector to achieve Final Completion Certification. For other requirements for Tests and Inspection refer to Article 14 in the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.

EROSION SEDIMENT AND FLOOD CONTROL

1. Provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction.
2. Maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.

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.

CONSTRUCTION WORK AREAS

1. The City of Ocala shall not be responsible for providing property or lay down yards to the Contractor for their materials or equipment. If private property is used, the City requires a copy of the agreement between the property owner and the Contractor. **Utilizing private property without written permission is prohibited.**
2. Components of the project, including temporary work and storage areas, will be located on-site per project. Staging areas will be sited inside the right-of-way or within City property. Material will be transported to the proper station for construction, assembly, response to possible public concern.
3. Provide on-site sanitary facilities as required by Governing agencies. Facilities must be maintained regularly.
4. Any work areas in roadways must at least be filled temporarily with asphalt before the roadway can be opened to traffic every morning.

Exhibit A – SCOPE OF WORK**CONTRACT# ENG/250268****SITE HOUSEKEEPING AND CLEANUP**

1. **Waste/Debris:** Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Contractor will provide approved containers for collection and disposal of waste materials, debris, and rubbish. Contractor shall dispose of debris in a legal manner. At least once weekly dispose of such waste materials, debris, and rubbish off-site.
2. **Cleanup:** Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition. Work site will be completely cleaned after each day of work. Sweep all roadways affected by the construction and where adjacent to work daily.
3. **Water Use:** The use of water to prevent the blowing of dust and debris during cutting operations and or cleaning operations is **mandatory**.
4. **Individual Project Cleaning:** At completion of each individual project, Contractor shall remove from the site all tools, equipment, surplus materials, debris, temporary facilities, scaffolding, and equipment. The areas of work shall be swept thoroughly and all marks, stains, rust, dirt, paint drippings, and the like shall be removed from all new and existing work to the satisfaction of the Owner.
5. **Final Cleaning:** Upon completion of work, clean entire work, and project site as applicable.
 - A. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the City Project Manager/City Engineer.
 - B. Remove any foreign materials from exposed surfaces.
 - C. Broom clean exterior paved driveways and parking areas.
 - D. Hose clean sidewalks and concrete exposed surfaces.

SUBMITTALS

1. Provide submittals as required by City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
2. Submit copies of permits and approvals for construction as required by laws and regulations of governing agencies.
3. Submit temporary construction parking area plans, storage yard, storage trailer location, staging area plan, and plan for disposal of waste materials.

SAFETY

1. The Contractor shall be solely responsible for ensuring safety during construction, and for conformance to all applicable OSHA standards; and local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
3. Contractor shall be responsible for securing their equipment, materials, clothing, and other property.

Exhibit A – SCOPE OF WORK**CONTRACT# ENG/250268**

4. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.
5. 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.

SUBSTANTIAL COMPLETION PROCESS

1. When the Contractor considers the work as substantially complete, the Contractor shall submit to the City:
 - A. A written notice that the work or designated portion thereof, is substantially complete.
 - B. A list of items to be completed or corrected.
2. Within a reasonable time after receipt of such notice, the City will make an inspection to determine the status of completion.
3. Should the City determine that the work is not substantially complete:
 - A. The City will promptly notify the Contractor in writing, giving the reasons, therefore.
 - B. The Contractor shall remedy the deficiencies in the work and send a second written notice of substantial completion to the City.
 - C. The City will re-inspect the work.
4. When the City finds that the work is substantially complete, the City shall prepare a Certificate of Substantial Completion with a list of items (punch list) to be completed or corrected before final payment.

FINAL COMPLETION PROCESS

1. When the Contractor considers the work complete, the Contractor shall submit written certification that:
 - A. Contract documents have been reviewed.
 - B. Work has been inspected for compliance with Contract documents.
 - C. Work has been completed in accordance with Contract documents.
 - D. Equipment and systems have been tested in the presence of the City representative and are operational.
2. The City will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
3. Should the City consider that the work is incomplete or defective:
 - A. The City will promptly notify the Contractor in writing, listing the incomplete or defective work.
 - B. Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the City that the work is complete.
 - C. The City will re-inspect the work.
4. When the City finds that the work is acceptable under the Contract documents, the City shall request the Contractor make closeout submittals.

Exhibit A – SCOPE OF WORK**CONTRACT# ENG/250268**

5. **Final Application for Payment:** Contractor shall submit the final application for payment in accordance with the procedures and requirements stated in the scope of work and general conditions.

CONTRACTOR CLOSEOUT DOCUMENTS

1. Evidence of compliance with requirements of governing authorities.
2. Consent of Surety to final payment.
3. Approved project record documents include electronic (CADD) and hard copy signed and sealed "As Built" by a professional surveyor.
4. Completion of all submittals as required by Contract documents.
5. Warranties and operational manuals (2 copies).



Addendum # 1

Date: February 13, 2025
To: All bidders
From: Eileen Marquez, Senior Buyer
Solicitation Number: ITB# ENG/250268
Solicitation Title: Well Drilling WTP No.2-Upper Aquifer Well #11 and #12

SECTION 1. QUESTIONS AND ANSWERS

1.1 **QUESTION:** Can the trees be trimmed by the contractor if needed?

ANSWER: Trees can be trimmed if needed at no additional cost to the City.

1.2 **QUESTION:** Can the contractor let the well water run?

ANSWER: Water goes on top of the well. Well water is allowed to run as long is not mud water.

1.3 **QUESTION:** Is the City providing electricity for this project?

ANSWER: The contractor is responsible for bringing his electricity.

1.4 **QUESTION:** What is the timeline for this project?

ANSWER: The scope of work calls out construction time for this project is 180 calendar days.

Exhibit A - SCOPE OF WORK**CONTRACT# ENG/250268****1.5 QUESTION: How deep are the wells?****ANSWER:**

Well ID	Use	Total Depth (feet bls)	Casing Depth (feet bls)	Casing Diameter (inches)
TW-1	Pumping	1,277	810	24
UFA MW-1	Monitoring	220	170	4
MCU MW-1a	Monitoring	450	400	6
MCU MW-1b	Monitoring	650	600	6
LFA MW-1	Monitoring	1,292	1,070	6
UFA MW-2	Monitoring	220	170	4
MCU MW-2a	Monitoring	370	320	6
MCU MW-2b	Monitoring	650	600	6
LFA MW-2	Monitoring	1,242	790	6

SECTION 2. SOLICITATION ADDITIONS, CLARIFICATIONS AND CORRECTIONS

- 2.1 **Be cautious of noise and language. There is a subdivision nearby. If any issues arise, the contractor shall immediately contact the City Project Manager for this project.**
- 2.2 **The contractor will be ready to sign an NTP within 90 calendar days from the date the City Council approves the bid. Scope of work states that the "contractor must be able to mobilize and begin construction no later than 7 working days from notification."**

CONTRACT PLANS

ITB NO. 250268

WTP #2 - UPPER
AQUIFER WELLS #11 & #12

100% PLANS
FOR CONSTRUCTION
DATE: 2/5/25



CITY ENGINEER'S OFFICE

1805 NE 30th AVE, BLDG #600
OCALA, FLORIDA 34470

LOCAL UTILITIES

UTILITY COMPANY	PHONE NUMBER	EMERGENCY
OCALA PUBLIC WORKS (TRAFFIC)	(352) 351-6733	
OCALA ELECTRIC UTILITY	(352) 351-6650	(352) 351-6666 (LEAVE MESSAGE)
OCALA WATER RESOURCES	(352) 351-6772	(352) 351-6775
COX COMMUNICATIONS	(888) 269-9693	
CENTURYLINK	(352) 368-8817	
TECO GAS	(352) 622-0112	(352) 622-0111

GOVERNING DOCUMENTS:
U.S. Department of Transportation, Manual on Uniform Traffic Control
Devices (2009 Version with Revisions)
Florida Department of Transportation, Standard Plans for Road and Bridge
Construction (REV 2012-2013 Variations)



1524

Exhibit B - Plan Set

CONTRACT# ENG/250268

<div><div>GENERAL NOTES:</div><div><div>1. ALL CONSTRUCTIONS SHALL BE IN ACCORDANCE TO THE LATEST EDITION OF THE CITY OF OCALA'S "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STREETS, STORMWATER, TRAFFIC, WATER & SEWER INFRASTRUCTURE".</div><div>2. ALL UNSUITABLE MATERIALS ENCOUNTERED SHALL BE DISPOSED OF AND REPLACED WITH APPROVED MATERIALS.</div><div>3. NEW WATER MAIN TO BE INSTALLED AT 36" DEEP (WHN) TO TOP OF PIPE EXCEPT WHERE VERTICAL ADJUSTMENTS ARE REQUIRED TO AVOID CONFLICTS. SEE ALSO NOTES 14 AND 15 BELOW.</div><div>4. ALL UTILITIES SHOWN ON THESE PLANS HAVE BEEN PLOTTED FROM THE BEST AVAILABLE RECORDS. HOWEVER, IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THEIR LOCATIONS AND CONDITIONS FROM THE UTILITY AGENCIES PRIOR TO CONSTRUCTION.</div><div>5. EXCAVATED MATERIALS SHALL BE LOADED ONTO DUMP TRUCKS DIRECTLY BEHIND THE EQUIPMENT AND HAULED OFF TO THE DESIGNATED SITE. TRAFFIC CONTROL MEASURES SHALL BE PLACED ACCORDINGLY TO ACCOMMODATE THIS PROCESS.</div><div>6. INSTALL INLET PROTECTION DEVICES AT ALL INLETS TO MINIMIZE DEBRIS ENTERING THE STORM DRAIN SYSTEM. (AS APPROVED BY FDEP)</div><div>7. THE TRAFFIC CONTROL PLAN FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD); THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS (STD AND INDEXES) #102-600 THROUGH #102-660; LATEST EDITION; AND ANY REQUIREMENTS OF THE CITY OF OCALA THAT MEET OR EXCEED ANY OF THE ABOVE.</div><div>8. UNLESS OTHERWISE SPECIFIED ON THE PLANS, THE CONTRACTOR SHALL MAINTAIN TWO LANES OF TRAFFIC IN EACH DIRECTION FOR THE DURATION OF THE PROJECT. THE CONTRACTOR MAY, UPON APPROVAL OF THE ENGINEER IN CHARGE, RESTRICT TRAFFIC TO ONE-WAY OPERATION FOR SHORT PERIODS OF TIME PROVIDED THAT ADEQUATE MEANS OF TRAFFIC CONTROL ARE EFFECTED AND TRAFFIC IS NOT UNREASONABLY DELAYED.</div><div>9. CONTRACTOR TO REPAIR OR REPLACE ALL PAVEMENT MARKINGS, TRAFFIC LOOPS OR HOMERUNS THAT ARE DAMAGED DURING CONSTRUCTION.</div><div>10. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN ACCEPTABLE ACCESS TO ALL BUSINESSES AND RESIDENCES ALONG THE PROJECT ROUTE WHENEVER CONSTRUCTION INTERFERES WITH THE EXISTING MEANS OF ACCESS. FLAGMEN SHALL BE USED WHEN NO ALTERNATE ACCESS IS POSSIBLE.</div><div>11. THE REQUIRED TRAFFIC CONTROL DEVICES, WARNING DEVICES, AND BARRIERS SHALL BE ERECTED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION WHICH MAY CREATE ANY HAZARDOUS CONDITION. THE CONTRACTOR SHALL IMMEDIATELY REMOVE OR COVER ANY DEVICE WHICH DOES NOT APPLY TO THE EXISTING CONDITIONS.</div><div>12. THE CONTRACTOR SHALL HAVE A STATE-OF-FLORIDA CERTIFIED MAINTENANCE OF TRAFFIC SUPERVISOR WITH THE RESPONSIBILITY OF MAINTAINING THE POSITIONING AND CONDITION OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES, AND BARRIERS THROUGHOUT THE DURATION OF THE PROJECT. THE ENGINEER IN CHARGE SHALL BE KEPT ADVISED AS TO THE IDENTIFICATION AND MEANS OF CONTACTING THIS EMPLOYEE ON A 24-HOUR BASIS.</div><div>13. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION.</div><div>14. THE CONTRACTOR SHALL BE NOISE SENSITIVE FOR NIGHT OPERATIONS.</div><div>15. CONTRACTOR TO PERFORM HYDROSTATIC TESTING OF WATER MAIN AND WATER SERVICES.</div><div>16. NEW OR RELOCATED WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST 6 FEET AND PREFERABLY 10 FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING GRAVITY SEWER. SEWER FORCE MAIN, OR RECLAIMED WATER MAINS, THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY TYPE SANITARY SEWERS SHALL BE REDUCED TO 3 FEET WHERE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE SEWER. NEW OR RELOCATED UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR NEW GRAVITY SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 6 INCHES AND PREFERABLY 12 INCHES ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPE LINE. IT IS PREFERABLE TO INSTALL THE WATER MAIN ABOVE OTHER PIPE LINES.</div><div>17. AT THE UTILITY CROSSINGS, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE CROSSING PIPELINES, SO THAT WATER LINE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING PIPE. PIPE CROSSINGS SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST 3 FEET FROM JOINTS IN VACUUM TYPE RECLAIMED WATER SEWER MAINS AND AT LEAST 6 FEET FROM ALL JOINTS IN GRAVITY SEWERS AND SEWER FORCE MAINS.</div><div>18. WATER METER SERVICES MAY BE REMOVED/ADDED BASED ON ACTUAL FIELD CONDITIONS.</div><div>19. ACTUAL LOCATIONS AND SIZES OF WATER MAINS AND METERS MAY VARY FROM WHAT IS SHOWN. CONTRACTOR IS RESPONSIBLE FOR FIELD VISIT PRIOR TO BID.</div><div>20. TAPS MAY BE DELETED IF NEW MAIN CAN BE CONNECTED DIRECTLY TO OLD MAIN VIA PIPE SLEEVES AND/OR EXISTING VALVES.</div><div>21. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE EXISTING SEWER LATERALS. CITY MAY PROVIDE AS-BUILTS IF REQUESTED.</div><div>22. WHERE WATER METERS ARE TO BE RELOCATED, THE COST OF MATERIAL AND LABOR TO RELOCATE THE METER BOX TO THE NEW LOCATION SHALL BE CONSIDERED PART OF THE RELOCATION COST AND SHALL INCLUDE METER RELOCATIONS WITHIN 20' OF THE ORIGINAL LOCATION. FOR RELOCATIONS MORE THAN 20' FROM THE OLD LOCATION, THE COST OF LABOR AND MATERIAL SHALL BE INCLUDED IN THE COST PER FOOT FOR EXTENDING CUSTOMER SERVICE TO RELOCATED METER.</div><div>23. WHERE NON-STANDARD METER BOXES ARE FOUND, THE CONTRACTOR SHALL REPLACE THE EXISTING METER BOX WITH A STANDARD GULF BOX. UNIT PRICE SHALL INCLUDE ALL MATERIALS NECESSARY TO REMOVE AND REPLACE THE METER BOX.</div><div>24. WHERE WATER MAINS AND APPURTENANCES ARE TO BE ABANDONED, THE CONTRACTOR SHALL ABANDON THE SYSTEM AS FOLLOWS:</div><div>25. WATER VALVES—REMOVE ALL WATER VALVES ON ABANDONED WATER MAINS WHERE WATER MAINS CAN BE SHUT DOWN OR REDUCED TO A WORKABLE FLOW. FOR WATER MAINS THAT CANNOT BE SHUT DOWN FOR VALVE REMOVAL, THEN THE CONTRACTOR SHALL CLOSE THE VALVE, REMOVE VALVE BOX, CUT AND CAP PIPES ON DOWNSIDE/UPSTREAM SIDE OF THE VALVE.</div><div>26. FIRE HYDRANTS—REMOVE ALL FIRE HYDRANT ASSEMBLIES (FROM VALVE TO HYDRANT) ON EXISTING MAINS WHICH ARE TO BE ABANDONED AND CAP FEE.</div><div>27. WATER SERVICES—CLOSE SERVICE VALVE AT WATER MAIN. THEN CUT AND CAP SERVICE PIPE AT SERVICE VALVE. REMOVE ALL METER BOXES AND CAP ALL</div></div></div>	<div><div>ENVIRONMENTAL NOTES:</div><div><div>1. THE CITY OF OCALA OPERATES UNDER A FDEP A ENVIRONMENTAL PRACTICES AND PROCEDURES 1</div><div>2. ALL WATER COLLECTED AND PUMPED DURING TR SHALL BE A MINIMUM OF 75 FEET FROM THE NE</div><div>3. STAKED SILT SCREEN, TURBIDITY BARRIERS OR PLACED IN LOCATIONS SHOWN ON THE PLANS AND BARRIERS SHALL BE INSTALLED BEFORE COMMEN MONITOR AND MAINTAIN ALL SILT BARRIERS AND BARRIERS AND FENCING SHALL BE IMMEDIATELY) STABILIZATION HAS BEEN ACHIEVED, SILT BARR FINAL ACCEPTANCE.</div><div>4. THE CONTRACTOR SHALL NOT REMOVE ANY TREE JURISDICTIONAL OR NATIVE VEGETATION AREAS RESTORATION AND/OR MITIGATION PLAN. SUBMIT ENGINEER, AND COMPLETING ANY MONITORING AT</div><div>5. HANDLE, COLLECT, AND DISPOSE OF HAZARDOUS LAWS AND REGULATIONS, CITY ORDINANCES, OR</div><div>6. DESIGNATE AN AREA FOR DISCHARGE OF SURPLI DESIGNATED AREA TO PREVENT RUNOFF BEYOND FINAL INSPECTION.</div><div>7. STORE AND USE PETROLEUM AND OTHER HAZAR</div><div>8. FOLLOW GOOD HOUSEKEEPING PRACTICES TO MIT TO STORMWATER RUNOFF OR SEEPAGE INTO THE</div><div>9. HAVE PRE-PREPARED PROCEDURES CLEARLY PO.</div><div>10. HAVE <u>READILY AVAILABLE</u> REMEDIATION MATERI</div><div>11. UPON RELEASE, IMMEDIATELY INITIATE RECOMM</div><div>12. WITHIN 24-HOURS OF THE SPILL/RELEASE, NOT, EXCEEDING THE REPORTABLE QUANTITY.</div></div><div><div>EROSION CONTROL NOTES:</div><div><div>1. THE CONTRACTOR SHALL PREVENT THE DISCHARGE SHALL BE FLUSHED CLEAN PRIOR TO FINAL PAY.</div><div>2. ALL STORM SEWER INLETS SHALL BE PROTECTED</div><div>3. ALL DISTURBED AREAS ARE TO BE SODDED. ALL CONSTRUCTION ACTIVITIES HAVE TEMPORARILY COVER IS ACHIEVED AND, IN THE OPINION OF THE SATISFACTORILY, TO SURVIVE ADVERSE WEATHER</div><div>4. STAKED SILT FENCE SHALL BE PLACED IN ACCORD</div><div>5. THE CONTRACTOR WILL PROVIDE LITTER CONTROL HYDROCARBON, OR OTHER CHEMICAL CONTAINER THE MANUFACTURER.</div><div>6. LOADED HAUL TRUCKS SHALL BE COVERED WITH WATER CONSTRUCTION SHALL BE DAMPENED WITH WATER</div><div>7. THE CONTRACTOR WILL ADHERE TO ALL STATE AND</div><div>8. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE SEDIMENT CONTROL DEVICES AFTER THE NOTICE WATER POLLUTION SHALL BE INCLUDED IN THE</div><div>9. TOXIC SUBSTANCES SHALL BE DISPOSED OF BY</div><div>10. THE FOLLOWING PRACTICES WILL BE USED TO MAINTAIN</div><div>A. ALL MEASURES WILL BE MAINTAINED IN GOOD</div><div>B. IF A REPAIR IS NECESSARY, IT WILL BE INIT</div></div></div></div>
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FDOT NOTES:

1. ALL CONSTRUCTION WITHIN THE FOOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST FOOT-DESIGN STANDARDS, AND THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
2. RESTORE AND RE-SOD ALL DISTURBED AREAS WITH ARGENTINE BAHIA IN ACCORDANCE WITH THE FOOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN THAT PORTION OF THE RIGHT-OF-WAY AFFECTED BY THE PERMIT UNTIL VEGETATION IS ESTABLISHED; PERFORM ALL WORK NECESSARY, INCLUDING WATERING AND FERTILIZING, TO SUSTAIN AN ESTABLISHED TURF UNTIL FINAL ACCEPTANCE. AT NO ADDITIONAL EXPENSE TO FOOT OR THE CITY OF OCALA, PROVIDE FILLING, LEVELING, AND REPAIRING OF ANY WASHED OR ERODED AREAS, AS MAY BE NECESSARY.
3. AT SUCH LOCATIONS WHERE FOOT SIGNS, REFLECTORS, OR OTHER STRUCTURES WILL INTERFERE WITH PROPOSED CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE LOCAL MAINTENANCE OFFICE OR PROJECT ENGINEER 48 HOURS PRIOR TO CONSTRUCTION. ALL ITEMS THAT REQUIRE RELOCATION OR REPLACEMENT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. IF THE WORK IS WITHIN 500' OF THE TRAFFIC SIGNAL, CONTRACTOR SHALL CONTACT THE CITY OF OCALA PUBLIC WORKS DEPT. -- TRAFFIC OPERATIONS (352) 351-6733
4. THE CONTRACTOR IS RESPONSIBLE FOR MOWING, AT NO ADDITIONAL EXPENSE TO FOOT OR THE CITY OF OCALA, ANY AREA WITHIN PUBLIC RIGHT-OF-WAYS WHERE THE PERMITTED WORK OR WHERE UTILITY LOCATE FLAGS PLACED FOR PERMITTED WORK CREATES A HINDRANCE FOR OR INTERFERES WITH MAINTENANCE ENTITY'S REGULAR MOWING OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MOWING UNTIL ALL SUCH HINDRANCES ARE REMOVED SO THAT REGULAR MAINTENANCE ENTITY MOWING CAN BE RESUMED. THE CONTRACTOR SHALL MEET THE MOWING REQUIREMENTS ESTABLISHED BY THE DEPARTMENT'S MAINTENANCE RATING PROGRAM (MRP). CONTACT THE LOCAL FOOT MAINTENANCE OFFICE FOR DETAILS (352/7321338)
5. ALL UTILITY LOCATE FLAGS SHALL BE REMOVED BY THE CONTRACTOR WHEN THEY ARE NO LONGER NEEDED.
6. REVIEW AND COMPLY WITH THE "SPECIAL PROVISIONS" AND OTHER ATTACHMENTS TO THE FOOT PERMIT FOR THIS PROJECT.
7. CALL "FLORIDA SUNSHINE ONE-CALL" FOR UTILITY LOCATION SERVICES AT LEAST 2 BUSINESS DAYS PRIOR TO CONSTRUCTION (1-800-432-4770).
8. MAINTENANCE OF TRAFFIC (NOT) PLAN & TRAFFIC CONTROL THROUGHOUT THE WORK ZONE SHALL BE PER THE FOOT STANDARD INDEX 402 - 600 SERIES.
9. COORDINATE ALL UTILITY CLEARANCES WITH THE OWNER OF SUCH UTILITIES PRIOR TO CONSTRUCTION COMMENCEMENT.
10. CONTRACTOR SHALL CONDUCT A SIDEWALK SURVEY TO DETERMINE THE EXISTING CONDITION OF AFFECTED SIDEWALKS AND SUBMIT SAID SURVEY TO FOOT AND THE CITY OF OCALA'S ENGINEER OF RECORD PRIOR TO CONSTRUCTION.
11. CONTRACTOR SHALL NOTIFY ALL PROPERTY OWNERS AFFECTED BY PROPOSED CONSTRUCTION ACTIVITIES IN ADVANCE OF SUCH OPERATIONS IN ACCORDANCE WITH FOOT NOTIFICATION REQUIREMENTS.
12. A PRE-CONSTRUCTION CONFERENCE SHALL BE CONDUCTED BY THE CITY OF OCALA WITH THE CONTRACTOR, FOOT PERSONNEL AND MARION COUNTY PERSONNEL.

SURVEY & MAPPING NOTES:

1. COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATES, WEST ZONE AND WERE DERIVED FROM GPS OBSERVATIONS REFERENCED TO THE FDOT PERMANENT REFERENCE NETWORK.
2. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 AND ARE REFERENCED TO CITY CONTROL POINTS SHOWN ON THIS DRAWING.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, TO ENSURE ALL EXISTING SURVEY MARKERS ARE LOCATED, CLEARLY MARKED AND PROTECTED, BY THE CONTRACTORS SURVEYOR.
4. ANY SURVEY MARKER, INCLUDING, BUT NOT LIMITED TO, PUBLIC LAND SURVEY SECTION CORNER MARKERS, BENCH MARKS, PROPERTY CORNERS, ETC., WHICH ARE DISTURBED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE PRIOR TO FINAL PAYMENT.
5. ADDITIONALLY, SURVEY STAKES PLACED MARKING THE LOCATIONS OF MARKERS, PROPERTY LINES, RIGHT-OF-WAY LINES, OR ANY OTHER POINT, PLACED FOR CONSTRUCTION AND SUBSEQUENTLY DISTURBED OR DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AS NEEDED AT THE RESPONSIBILITY OF THE CONTRACTOR.
6. RESETTling OF MONUMENTS AND MARKERS SHALL BE PERFORMED BY A PROFESSIONAL LAND SURVEYOR, LICENSED TO PRACTICE IN THE STATE OF FLORIDA AND SHOWN AS RE-SET ON AS-BUILT PLANS.
7. UNLESS PRIOR AGREEMENT IS MADE, IT SHALL NOT BE THE RESPONSIBILITY OF THE CITY SURVEYOR TO REPLACE ANY SURVEY MARKERS.

CITY OF OCALA STANDARD DETAILS REQUIRED:

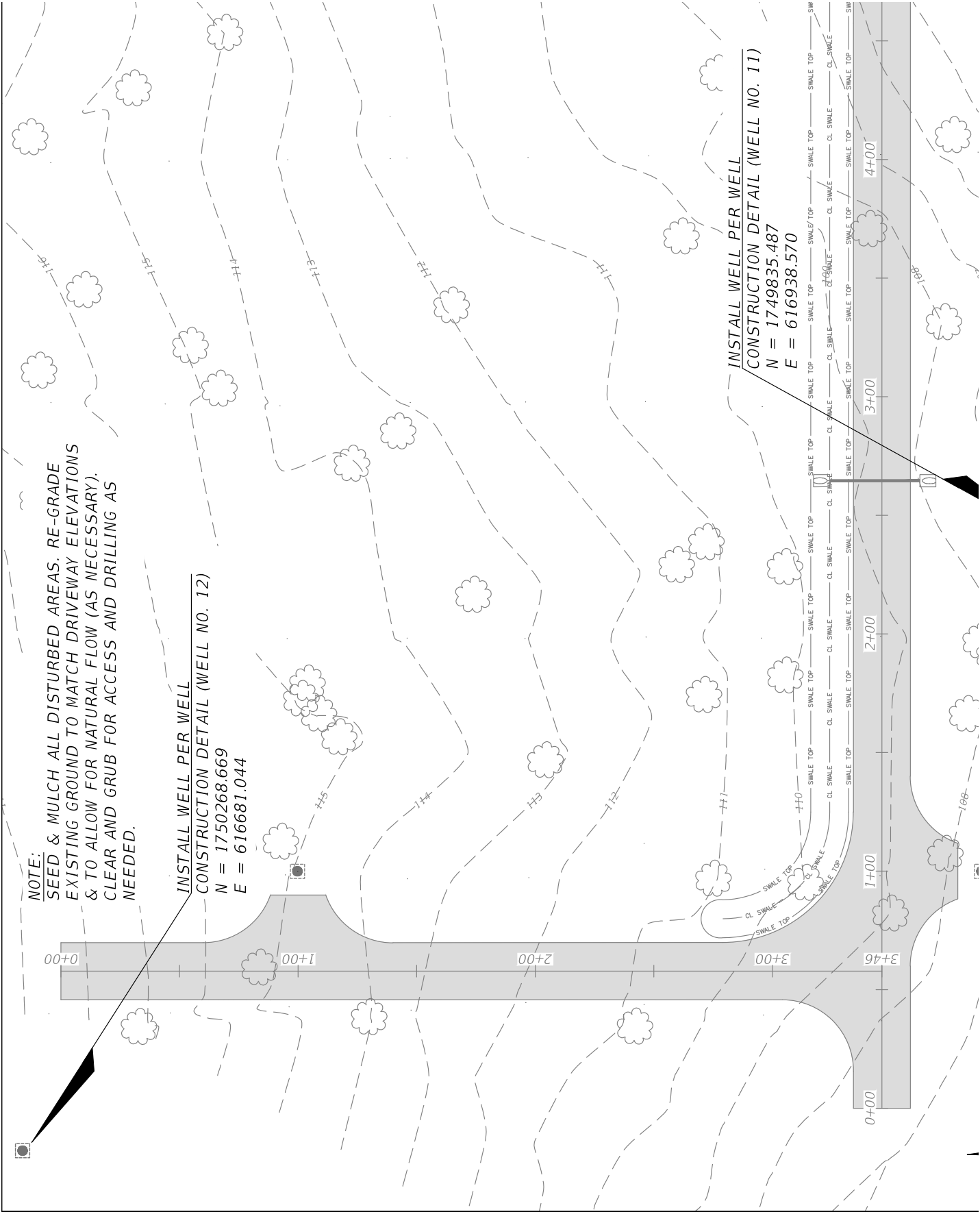
1. SILT FENCE DETAIL #E-1

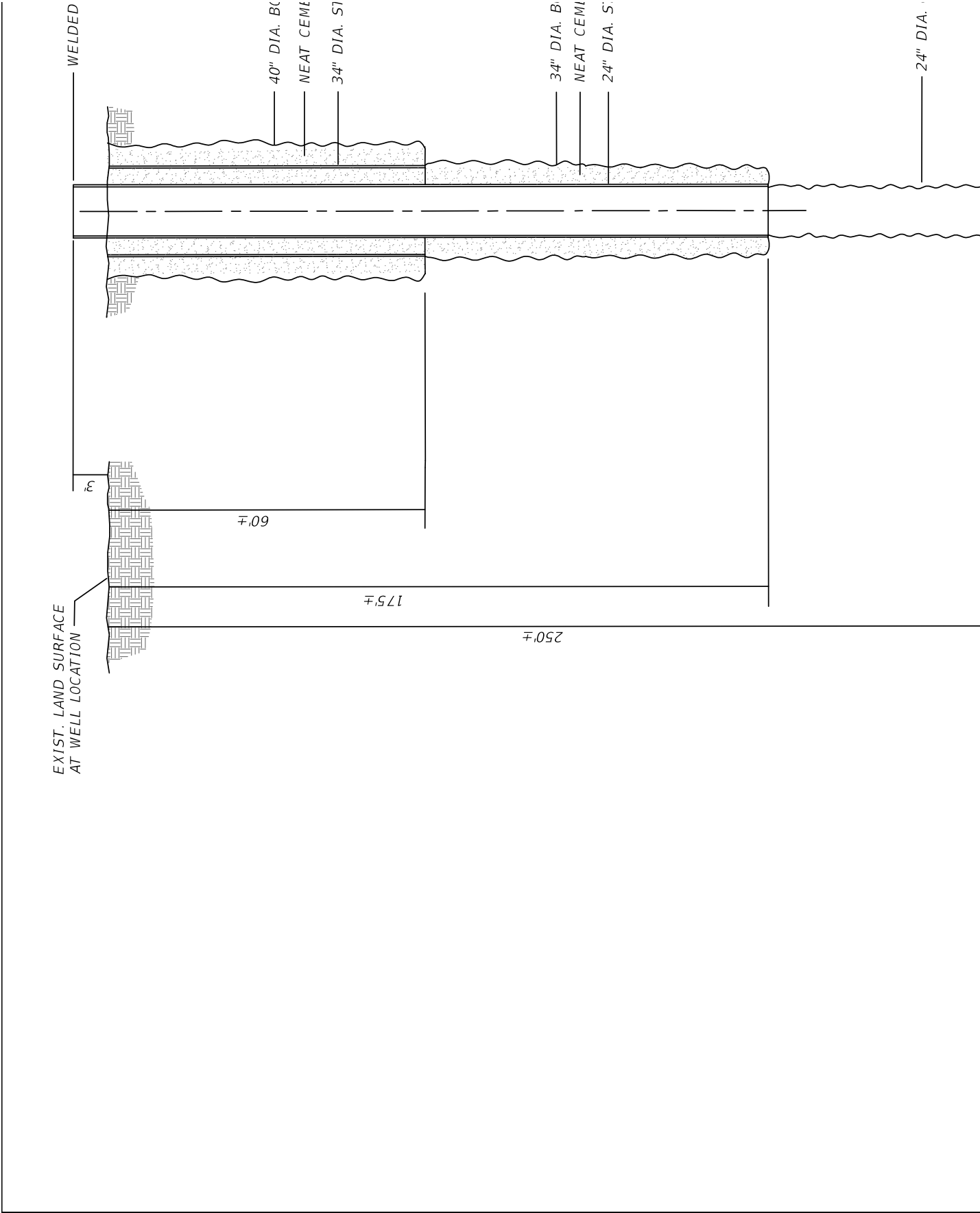
IMPORTANT NOTE

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| 1. | THESE PLANS |
| 2. | AERIAL CARTOGRAPHY |
| 3. | THE CITY OF Ocala |
| 4. | ADJUSTMENT OF THE |
| 5. | LOCALA G.P.S. DERIV |
| 6. | THE CONTRACTOR |
| 7. | MAY BE AFFECTED |
| 8. | CONTRACTOR AWARD |
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| 10. | GENERATOR AND THE |
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IMPORTANT NOTE

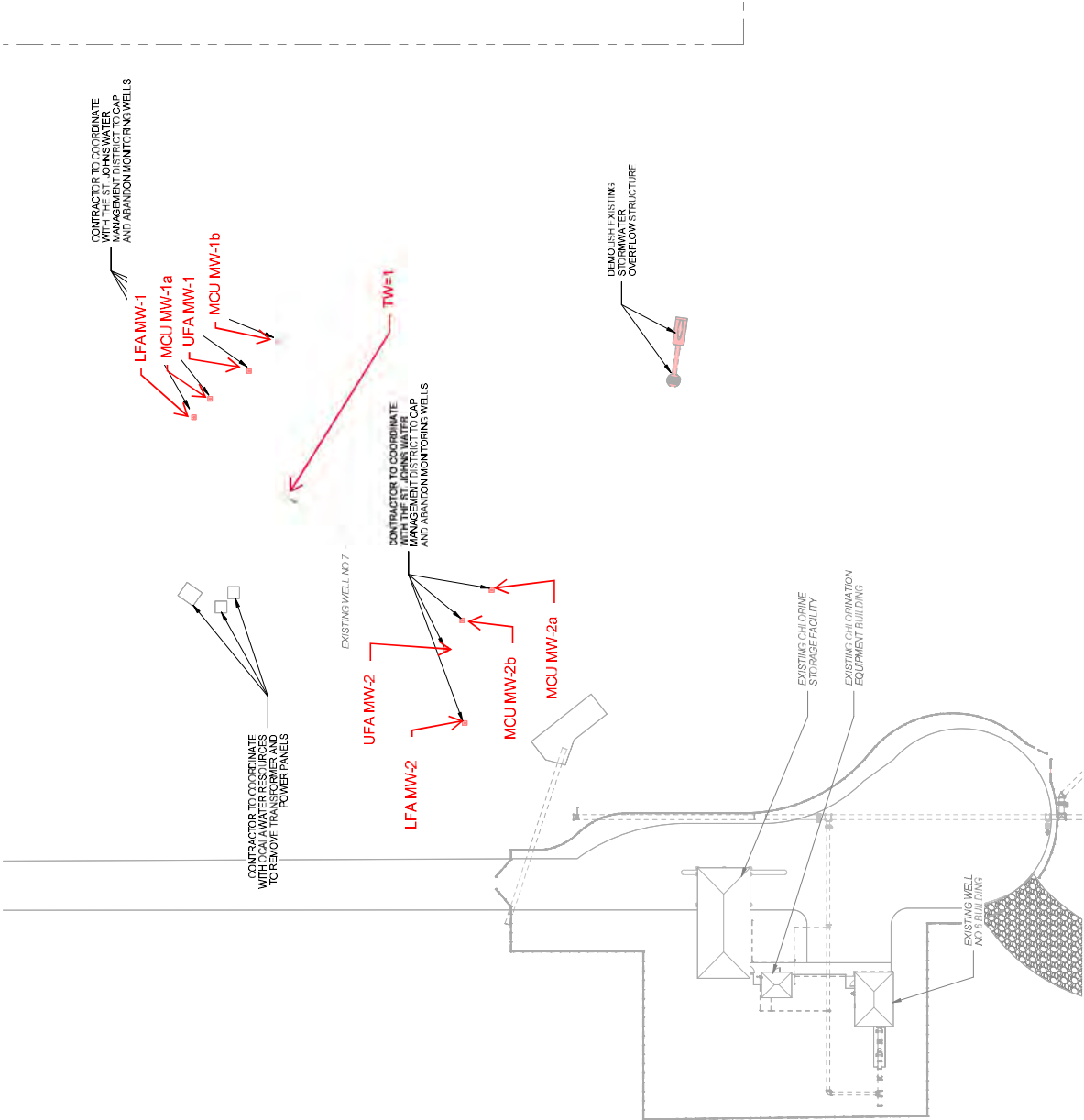
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Floridan APT Well Locations





**CHAPTER 62-532
WATER WELL PERMITTING AND CONSTRUCTION REQUIREMENTS**

62-532.100	Intent of Water Well Permitting and Construction (Repealed)
62-532.200	Definitions for Water Well Permitting and Construction
62-532.300	General Provisions for Water Well Permitting and Construction (Repealed)
62-532.400	Permit for Water Well Construction, Repair, or Abandonment
62-532.410	Water Well Completion Report
62-532.420	Emergency Water Well Permits
62-532.430	Intent to Deny a Water Well Construction Permit
62-532.440	Abandonment of Water Wells (Repealed)
62-532.500	Water Well Construction Standards
62-532.510	Water Well Inspections
62-532.600	Enforcement of Water Well Permitting and Construction Requirements
62-532.610	Penalties for Violation of Water Well Permitting and Construction Requirements
62-532.900	Forms (Repealed)

62-532.100 Intent of Water Well Permitting and Construction

Rulemaking Authority 373.309 FS. Law Implemented 373.016, 373.026, 373.043, 373.103, 373.113, 373.306, 373.308, 373.309 FS. History—New 8-17-74, Formerly 17-21.01, 17-21.001, Amended 7-30-89, 3-11-92, Formerly 17-532.100, Repealed 12-9-96.

62-532.200 Definitions for Water Well Permitting and Construction.

The following words and phrases, when used in this chapter, shall have the following meaning, except where the context clearly indicates a different meaning:

(1) “Abandoned Well” means a well the use of which has been permanently discontinued or which is in such a state of disrepair that it cannot be used for its intended purpose or for observation purposes.

(2) “Annulus” or “Annular Space” means any artificially created void existing between a well casing or liner pipe and a bore hole wall or between two casings or between tubing and casing or liner pipe.

(3) “Aquifer” means a geologic formation, group of formations, or part of a formation capable of yielding a significant amount of ground water to wells, springs or surface water.

(4) “Bentonite” means a pumpable grouting material used for plugging or sealing water wells, consisting of a high solid sodium montmorillonite. The grout shall yield solids ranging from 20 to 30 percent, with a minimum density equal to or greater than 9.4 pounds per gallon, and a permeability of approximately 1×10^{-7} centimeters per second or less, or shall be dry non-treated, high swelling sodium montmorillonite. High swelling is defined as having a minimum swell index of 18 cubic centimeters as determined by ASTM standard D-5890-95.

(5) “Bottled water” means water that is intended for human consumption and that is sealed in bottles or other containers.

(6) “Bottled water plant” means a food establishment, regulated by the Florida Department of Agriculture and Consumer Services, in which bottled water is prepared for sale.

(7) “Construction of Water Wells” means all parts and acts necessary to obtain ground water by wells, including the location and excavation of the well, but excluding the installation of pumps and pumping equipment.

(8) “Department” means the Department of Environmental Protection.

(9) “Dewatering” means the use of wells or other such equipment to temporarily lower a water level as may be necessary during construction activities.

(10) “District” means a water management district created pursuant to Chapter 373, F.S.

(11) “Drive Shoe” means any device specifically designed, fabricated, and installed to protect the bottom end of a water well casing or liner pipe from collapse or other damage while the casing or liner pipe is being driven into place in a water well.

(12) “Driven Casing” means casing that has been installed by driving where the bore hole is equal to or smaller in diameter than the nominal outside diameter of the casing.

(13) “Geothermal well” means a type of well used for the purpose of developing ground water as a medium for thermal heat

exchange.

(14) "Limited use commercial public water system" means a public water system not covered or included in the Florida Safe Drinking Water Act, which serves one or more nonresidential establishments and provides piped water.

(15) "Limited use community public water system" means a public water system not covered or included in the Florida Safe Drinking Water Act, which serves five or more private residences or two or more rental residences, and provides piped water.

(16) "Liner" means a metallic or nonmetallic pipe which is installed either within the outer casing to improve, repair, or protect the outer casing or below the outer casing to seal off caving material which may be encountered in the open hole of the well.

(17) "Multifamily water system" means a water system that provides piped water for three to four residences, one of which may be a rental residence.

(18) "Neat Cement Grout" means a mixture of water and Portland cement (American Concrete Institute Type I, Type II, or Type III); or a mixture of water and Portland cement of a type or kind approved by the permitting authority; or a mixture of water, Portland cement of a type or kind approved by the permitting authority, and an amount of those additives approved for use in cement grouts and approved by the permitting authority.

(19) "Nominal" means those standard sizes of pipe from one-eighth inch to 12 inches, specified on the inside diameter, which may be less than or greater than the number indicated. When referred to the grouting annulus, nominal means either the available void thickness between telescoped casing varying less than 0.20 inches below standard where one inch of grout is required and 0.35 inches below standard where two inches of grout is required, or the average available void thickness between the borehole and outside wall of the casing.

(20) "Permitting Authority" means the Department or any district, or political subdivision that has been delegated the authority to issue permits under Chapter 373, Part III, F.S.

(21) "Potable water" means water that is satisfactory for human consumption, dermal contact, culinary purposes, or dishwashing.

(22) "Private water system" means a water system that provides piped water to one or two residences, one of which may be a rental residence.

(23) "Public water system" means a system for the provision to the public of water for human consumption through pipes or other constructed conveyances, if such system has at least 15 service connections or regularly serves an average of at least 25 individuals daily at least 60 days out of the year.

(24) "Repair" means any action which involves the physical alteration or replacement of any part of a well, but does not include the alteration or replacement of any portion of a well which is above ground surface.

(25) "Telescoping Casing" means an interior casing extending below and sealed within an exterior casing.

(26) "Water Well" or "Well" means any excavation that is drilled, cored, bored, washed, driven, dug, jetted, or otherwise constructed when the intended use of such excavation is for the location, acquisition, development, or artificial recharge of ground water, but such term does not include any well for the purpose of obtaining or prospecting for oil, natural gas, minerals, or products of mining or quarrying; for inserting media to dispose of oil brines or to repressure oil-bearing or natural gas-bearing formation; for storing petroleum, natural gas, or other products; or for temporary dewatering of subsurface formations for mining, quarrying, or construction purposes.

(27) "Water Well Contractor" means an individual who is responsible for the construction, repair, or abandonment of a water well and who is licensed under Chapter 62-531, F.A.C., to engage in the business of construction, repair, or abandonment of wells.

(28) "Well Seal" means an approved arrangement or device to prevent contaminants from entering the well at the upper terminal.

Rulemaking Authority 373.309 FS. Law Implemented 373.303, 381.0062, 403.852 FS. History—New 8-17-74, Amended 7-16-81, Formerly 17-21.02, 17-21.020, Amended 7-30-89, 3-11-92, Formerly 17-532.200, Amended 3-28-02, 10-7-10.

62-532.300 General Provisions for Water Well Permitting and Construction.

Rulemaking Authority 373.309 FS. Law Implemented 373.043, 373.106, 373.303, 373.306, 373.309, 373.313, 373.316 FS. History—New 8-17-74, Formerly 17-21.03, 17-21.030, Amended 7-30-89, 3-11-92, Formerly 17-532.300, Repealed 12-9-96.

62-532.400 Permit for Water Well Construction, Repair, or Abandonment.

(1) After the effective date upon which a district implements a permit system pursuant to Chapter 373, Part III, F.S., a permit

shall be required before beginning construction, repair, or abandonment of any water well within such area. The permit shall be obtained from the permitting authority by making written application on Form Number 62-532.900(1), State of Florida Permit Application to Construct, Repair, Modify, or Abandon A Well, adopted and incorporated herein, and available as described in Rule 62-532.900, F.A.C. The application shall be made and submitted to the permitting authority by the owner or by the water well contractor on behalf of the owner. Any required fee shall be submitted with the permit application.

(2) Permit issuance shall require that:

(a) The application is in the proper form and contains the required information; provided that the proposed construction, repair, or abandonment will not violate applicable laws, rules, or orders of the permitting authority.

(b) Additional information shall be required by the permitting authority if needed to assess site specific conditions. Such information includes geophysical logs, geologic samples and logs, and well pumping tests.

(3) Receipt of the permit by the applicant shall constitute permission to begin well construction, repair, or abandonment.

(4) The permit shall be available for inspection at the site of the well during construction, repair, or abandonment of the well.

(5) Any permittee who desires to change the location of a well before the start of construction or before construction is completed shall apply to the permitting authority for an amendment to the well construction permit. When a permit fee was required to obtain the original permit no additional fee shall be charged to amend the permit. As a condition to approving an amended permit, the permitting authority shall require the sealing or plugging of any incomplete well.

(6) Each permit shall be valid for a period of one year. In the event construction, repair, or abandonment is not completed within that time, the permitting authority shall extend the time limit upon written request by the permittee or require the applicant to obtain a new permit before continuing construction, repair, or abandonment of a water well.

(7) Water wells shall be located to comply with the setback distances in Table I at the end of this chapter.

(8) A drinking water supply well installed by an installation used to serve that installation's operation is exempt from meeting the 500-foot setback distance from on-site slow rate and rapid rate land application flow systems, domestic wastewater residuals land application, phosphogypsum stack systems, and solid waste disposal facilities if reasonable assurance is provided by the installation owner that the ground water and drinking water source are protected. Reasonable assurance shall be demonstrated if:

(a) The planned withdrawal from the drinking water supply well will not cause the discharge from the operation to be captured by the well, or

(b) The drinking water supply well is withdrawing from a confined aquifer, or

(c) Additional monitoring of the ground water and the drinking water is provided to ensure that contaminants are not reaching the drinking water supply well and a commitment is made to treat the drinking water supply if a contaminant is detected or to provide an alternate drinking water supply, and

(d) The setback distances from sanitary hazards as provided in Table I shall apply.

Rulemaking Authority 373.309 FS. Law Implemented 373.306, 373.308, 373.309, 373.316, 403.862 FS. History—New 8-17-74, Amended 9-10-78, Formerly 17-21.04, 17-21.040, Amended 7-30-89, 3-11-92, Formerly 17-532.400, Amended 3-28-02, 10-7-10.

62-532.410 Water Well Completion Report.

Within 30 days after completion of the construction, repair, or abandonment of any water well, a written report shall be filed with the permitting authority on Form Number 62-532.900(2), State of Florida Well Completion Report, adopted and incorporated herein, and available as described in Rule 62-532.900, F.A.C.

Rulemaking Authority 373.309 FS. Law Implemented 373.309 FS. History—New 8-17-74, Formerly 17-21.05, 17-21.050, Amended 7-30-89, Formerly 17-532.410, Amended 10-7-10.

62-532.420 Emergency Water Well Permits.

(1) Permission to begin construction, repair, or abandonment of any well may be applied for by telephone when emergency conditions exist that justify such a request. The permitting authority shall grant an emergency permit to avert an imminent and substantial danger to the public health, safety, or welfare.

(2) The applicant for an emergency permit shall reduce his application to writing in accordance with the provisions of Rule 62-532.400, F.A.C., and submit it within ten days. All other provisions of this chapter shall remain applicable.

Rulemaking Authority 373.309 FS. Law Implemented 373.306, 373.309, 373.313, 373.326 FS. History—New 8-17-74, Formerly 17-21.06, 17-

21.060, Amended 7-30-89, Formerly 17-532.420, Amended 10-7-10.

62-532.430 Intent to Deny a Water Well Construction Permit.

(1) The permitting authority shall issue an intent to deny whenever it determines that an application for a permit under Rule 62-532.400, F.A.C., fails to meet the requirements of Chapter 373, F.S., or any rule, order, or standard adopted pursuant thereto, or that the proposed well will be harmful to the water resources of the State.

(2) The intent to deny shall:

(a) State the grounds for denial, and

(b) Be served in writing upon the owner and user by registered or certified mail.

(3) Any person receiving an intent to deny may petition for hearing by filing a written petition with the permitting authority within 30 days of the receipt of the intent. The hearing shall be conducted pursuant to Chapter 120, F.S.

Rulemaking Authority 373.309 FS. Law Implemented 373.306, 373.309, 373.313, 373.333, 373.342 FS. History—New 8-17-74, Formerly 17-21.07, 17-21.070, Amended 7-30-89, Formerly 17-532.430.

62-532.440 Abandonment of Water Wells.

Rulemaking Authority 373.309 FS. Law Implemented 373.306, 373.309, 373.313, 373.316, 373.333 FS. History—New 8-17-74, Formerly 17-21.09, 17-21.090, Amended 7-30-89, Formerly 17-532.440, Repealed 10-7-10.

62-532.500 Water Well Construction Standards.

The following minimum standards shall apply to the construction, repair, and abandonment of water wells in the State unless exempted by a water management district rule with the concurrence of the Department. Operation requirements for public water systems are included in Chapter 62-555, F.A.C., and operation requirements for limited use public water systems, multifamily water systems, and private water systems are included in Chapter 64E-8, F.A.C.

(1) Well Casing, Liner Pipe, Coupling, and Well Screen Requirements.

(a) Well casing, liner pipe, coupling, and well screen shall be new or in like new condition. Such well casing, liner pipe, coupling, or well screen shall not be used unless free of breaks, corrosion and dents, is straight and true, and not out of round. Welded or seamless black or galvanized steel pipe or casing, or stainless steel pipe or casing, or approved types of nonmetallic pipe shall be used for well casing or liner pipe. All well casing shall conform to one of the following standards: American Society for Testing and Materials (ASTM) A53/A53M-99b (1999), A135-01 (2001), A252-98 (1998), A589-96 (1996), or American Petroleum Institute (API) 5L-2000 (2000). Well casing that conforms to any of the aforementioned ASTM or API standards shall also conform to the 2000 American National Standard Institute for Welded and Seamless Wrought Steel Pipe (ANSI/ASME B36.10M-2000). All well casing shall be stenciled with the applicable standard, or proper documentation of manufacturer specifications must be supplied to the permitting authority upon request. Copies of these standards may be obtained from the American Society for Testing and Materials, 100 Barr Harbor Drive, P. O. Box C700, West Conshohocken, PA 19428-2959; the American Petroleum Institute, 1220 L Street NW, Washington, DC 20005-4070; and the American National Standards Institute, 1819 L Street NW, Washington, DC 20036, respectively.

(b) Black or galvanized steel casing installed by driving shall not have less than the dimensions and weights specified below.

Nominal Size (in.)	Outside Diameter (in.)	Wall Thickness (in.)	Plain End Weight (lbs./ft.)
1.25	1.660	.140	2.27
1.5	1.900	.145	2.72
2	2.375	.154	3.65
3	3.5	.216	7.58
3.5	4.000	.226	9.11
4	4.5	.237	10.79
5	5.563	.258	14.62
6	6.625	.280	18.97

8	8.625	.277	24.70
10	10.750	.307	34.24
12	12.750	.330	43.77
14-30		.375	
more than 30		.500	

Note: A 4 inch nominal size casing with a wall thickness of .188 inches and a plain end weight of 8.66 pounds/foot may be used if it conforms to standard API 5L-2000, Grade B, 60 KSI tensile strength. Other casing that meets these minimum tensile strength standards shall be acceptable. For example, A53/A53M-99b, Grade B, may also be substituted.

(c) Black or galvanized steel casing or liner pipe set into place without driving shall not have less than the dimensions and weights specified below.

Nominal Size (in.)	Outside Diameter (in.)	Wall Thickness (in.)	Plain End Weight (lbs./ft.)
1.25	1.660	.140	2.27
1.5	1.900	.145	2.72
2	2.375	.154	3.65
2.5	2.875	.203	5.79
3	3.500	.188	6.65
3.5	4.000	.188	7.65
4	4.500	.188	8.66
5	5.500	.188	10.79
6	6.625	.188	12.92
8	8.625	.188	16.94
10-16		.250	
>16		.375	

(d) Stainless steel pipe used for casing or liner pipe shall be Schedule 10S of the American National Standards Institute (ANSI/ASME B36.19M-1985), or stronger classification.

(e) Polyvinyl Chloride (PVC) pipe may be used for well casing, liner pipe, and well screens. Any PVC pipe used for well construction or repair shall at a minimum meet the specifications for Schedule 40 or Standard Dimension Ratio (SDR) 21. The appropriate water management district shall require the use of stronger PVC casing if necessary to protect the integrity of the well.

(f) The Department shall approve a well casing or liner pipe not otherwise specified in paragraphs 62-532.500(1)(a) through (e), F.A.C., if the applicant makes a showing, certified by a professional engineer, to justify that such use would provide an equivalent material strength and durability. The following material has been approved pursuant to this procedure: DNS Well-Cor, Allied Tube and Conduit, A Division of Grinnel Corporation, 1440 Massaro Boulevard, Tampa, Florida, 33619.

Nominal Size (in.)	Outside Diameter (in.)	Wall Thickness (in.)
1.25	1.638	.085
2	2.360	.095
4	4.466	.150

(g) Well casing, liner pipe, coupling, and well screens used for potable water well construction or repair shall conform to 2008 NSF International Standard/American National Standard NSF/ANSI 14-2008e, Plastics Piping System Components and Related Materials, or NSF International Standard/American National Standard NSF/ANSI 61-2008, Drinking Water System Components – Health Effects, both of which are adopted and incorporated by reference herein. Copies of these copyrighted standards may be obtained from NSF International, P. O. Box 130140, Ann Arbor, MI 48113-0140.

(h) Steel well casing and liner pipe shall be joined in a watertight manner by threaded couplings, electrical welding methods, or other methods approved by the appropriate water management district which provide equivalent protection. PVC pipe shall be joined by solvent bonded couplings, threaded couplings, heat welding, or other methods approved by the appropriate water

management district which provide equivalent protection.

(i) Nonmetallic and stainless steel well casing or liner pipe shall not be installed by driving unless prior approval is obtained from the appropriate water management district based on a demonstration that the integrity of the well casing or liner pipe will be maintained. For well casing or liner pipe installed by driving, the casing or pipe shall not butt together inside threaded couplings unless the joint is electrically welded so as to be completely watertight. A drive shoe is required for use on casing or pipe installed by driving unless prior approval is obtained from the appropriate water management district based on a demonstration that a drive shoe is not necessary to maintain the integrity of the casing or pipe.

(2) Geothermal well heat exchanger pipe and fitting materials shall meet the standards and specifications in the document Closed-Loop/Geothermal Heat Pump Systems Design and Installation Standards, Revised Edition 2008, published by the International Ground Source Heat Pump Association, Oklahoma State University, which is adopted and incorporated by reference herein. In addition, the reference Closed-Loop/Ground-Source Heat Pump Systems Installation Guide, 1988, Oklahoma State University, is excellent and is included here as a guidance document. Copies of all of these references may be obtained from the International Ground Source Heat Pump Association, Oklahoma State University, 374 Cordell South, Stillwater, OK 74078-8018.

(a) All geothermal well heat exchanger pipe and fitting materials shall be stenciled with the applicable standard, or proper documentation of manufacturer specifications must be supplied to the permitting authority upon request.

(b) The Department or the permitting authority shall approve geothermal well heat exchanger pipe and fitting materials not meeting the standards and specifications in the document adopted in subsection 62-532.500(2), F.A.C., if the applicant makes a showing, certified by a professional engineer, to justify that such use would provide an equivalent material strength and durability.

(3) Well Construction Criteria.

(a) Well casings, which are seated into unconsolidated earth material, shall extend from the upper terminus of the well to the well screen. The well screen shall be attached to the casing with a watertight seal.

(b) Well casings that are seated into a rock layer or other consolidated earth material, shall be continuous and shall extend from the upper terminus of the well to no less than the top of the uppermost consolidated unit. Wells constructed of telescoping casings shall be considered as a continuous casing provided the grout requirements are met. The lower terminus of the well casing shall extend to or below the water level of the aquifer intended to supply water to the well or receive fluids from the well. In addition, all caving zones below the uppermost consolidated unit shall be cased.

(c) Geothermal wells shall be grouted in accordance with subparagraph 62-532.500(3)(i)6., F.A.C.

(d) For public water system wells using telescoped casing, the casing shall be overlapped by not less than 20 feet when increases or reductions occur in casing size, unless another footage is approved by the appropriate water management district or permitting authority. Not less than two centralizing spacers shall be used in the overlapped sections, and the annular space in the overlapped sections shall be completely sealed with cement grout.

(e) Prevention of Interchange of Water and Loss of Artesian Pressure. All water wells shall be properly designed and constructed to prevent an interchange of water between water bearing zones that may result in deterioration of the quality of water in one or more water bearing zones, or will result in a loss of artesian pressure. If a well cannot be properly completed to prevent such an unauthorized interchange of water between water bearing zones or to prevent a loss of artesian pressure, the well shall be abandoned and plugged in accordance with this chapter or other directions from the permitting authority, which are appropriate for the hydrogeologic conditions encountered.

(f) In the construction, repair, or abandonment of a water well, caution shall be taken to maintain the work site so as to minimize the potential entrance of contaminants into the bore hole and the ground water resource.

(g) Only water from a potable water source shall be used in the construction, repair or abandonment of a water well, including water for cleaning of well materials, drilling equipment, and water used to mix drilling fluids.

(h) Use of Explosives. The use of dynamite or other high-grade explosives in the construction or repair of water wells is prohibited.

(i) Grouting and Sealing.

1. All well casings seated into a consolidated formation shall be seated or sealed with neat cement grout.

2. Except as provided in 3. below, wells with driven casing into natural earth or a bore hole equal to or smaller in diameter than the outside diameter of the casing shall be sealed by adding dry bentonite to the casing string at land surface and allowing that material to be carried down the outside of the casing as the casing is driven to completion. Dry bentonite shall be applied to maintain a grout seal around the casing.

3. In the construction of water wells with driven casing, for limited use commercial public water systems, limited use community public water systems, public water systems, potable water wells permitted pursuant to Chapter 62-524, F.A.C., and water wells serving bottled water plants, the minimum acceptable seal shall be accomplished by undercutting or under-reaming the last five feet of the hole before seating the casing. A minimum of one foot of such enlarged hole must be into the consolidated formation in which the casing will be seated. The entire enlarged portion of the hole shall be filled with cement grout, and then the casing shall be driven through the cement grout and seated into the enlarged one-foot portion of the consolidated formation. The uppermost 20 feet of casing shall be sealed with no less than a two-inch nominal thickness of cement grout. No other minimum seal shall be acceptable unless approved by the appropriate water management district or delegated permitting authority as providing equivalent protection to the resource.

4. For any part of a well casing with an outside diameter of four inches or larger intended to be installed in a bore hole which is larger in diameter than the inside diameter of the casing, the annular space shall be filled from bottom to top with not less than a nominal two-inch thickness of neat cement grout. For well casings with an outside diameter of less than four inches, intended to be installed in a bore hole which is larger in diameter than the inside diameter of the casing, the minimum grout thickness shall be a nominal one inch thickness of neat cement grout. The casing shall be centered in the bore hole prior to grouting. In those cases where, during grouting operations, circulation of the grout is lost so that the annular space being grouted cannot be filled in one continuous operation, a tremie pipe shall be installed in the annular space to a point immediately above the zone of lost circulation and the annulus shall be bridged at that point by sand or other approved material introduced through the pipe. Grouting of the annular space shall be completed using the tremie pipe or other equivalent method approved by the permitting authority.

5. Any district may grant individual exceptions or, with the concurrence of the Department, may exempt any areas of that district from the requirements of cement grouting the annular space between the well casing and bore hole wall of that part of a well which penetrates an unconsolidated formation upon demonstration that:

a. The unconsolidated formation material is of such a caving nature that upon stopping the circulation of drilling fluid through the well the aquifer material will immediately cave into and fill up the annular space between the well casing and bore hole wall.

b. A flow space is not created by such construction that will allow any movement of waters along the outside of the well casing which did not naturally occur prior to construction of the well.

6. Except as provided in subparagraph 5. above, grouting and sealing of water wells shall be accomplished by the practices and methods recommended by Appendix C of American Water Works Association (AWWA) Standard A100-97 (1997), AWWA Standard for Water Wells, and grouting and sealing of geothermal wells shall be accomplished by the practices and methods recommended by the Vertical Geothermal Heat Pump Systems Engineering Design and Field Procedures Manual, published by the International Ground Source Heat Pump Association, First Edition 2000, Oklahoma State University, which are adopted and incorporated by reference herein. Copies of these recommended practices and methods may be obtained from the American Water Works Association, 6666 West Quincy Avenue, Denver, CO 80235; and the International Ground Source Heat Pump Association, Oklahoma State University, 374 Cordell South, Stillwater, OK 74078-8018, respectively.

7. Alternate grouting methods and materials providing equivalent protection shall be approved in writing by the permitting authority. Alternatives to the grouting methods described in subparagraphs 1.-6. above, must be requested for use from the permitting authority as part of the construction permit application, or once construction begins only in situations where the methods in the rules are not working. In either situation, a detailed explanation of what and why alternate methods are requested must be provided. Alternate grout materials (other than neat cement grout) must be requested in the construction permit application, or once construction begins only when neat cement grout is not providing or will not provide as good a seal as the alternate materials.

(4) Top of the Well.

(a) Well Covers.

1. Whenever there is an interruption in work on the well, such as overnight shutdown, the well opening shall be sealed with a tamper resistant cover.

2. Except for those areas of a district designated by the Department with the concurrence of the permitting authority, any well in which pumping equipment is installed seasonally or periodically shall, whenever pumping equipment is not installed, be capped with steel or reinforced concrete cover, or valve.

3. Any cased well equipped with permanently installed pumping equipment shall have that pumping equipment and any necessary piping installed through a well seal.

4. Any unused well shall be capped in a watertight manner with a threaded, welded, or bolted cover or valve.

(b) Upper Terminus.

1. At the time of well construction, all wells shall be accessible at the upper terminus of the well casing for inspection, servicing, and testing.

2. For private and multi-family water system wells and irrigation wells, the upper terminus of the well casing shall project at least 12 inches above finished grade. Where a potential physical structure or traffic hazard may be present or where a potential public health threat exists, the upper well casing terminus may be placed in an appropriate enclosure terminating at finished grade. The enclosure shall be designed to allow vertical access to the upper well casing terminus for maintenance and inspection and provide for gravity drainage of the enclosure. The upper well casing terminus shall be constructed to a point 18 inches or less below finished grade. The upper well casing terminus shall be sealed with a water tight seal to prevent the entrance of surface water and contaminants into the well.

3. For limited use commercial public water system wells and limited use community public water system wells constructed on or after April 1, 2002, the upper terminus of the well casing shall project at least 12 inches above the concrete apron around the well.

4. For public water system wells constructed on or after April 1, 2002, the upper terminus of the well casing shall project at least 12 inches above the pump house floor, pump pit floor, or concrete apron around the well.

5. For public water system wells, limited use commercial public water system wells, and limited use community public water system wells constructed on or after April 1, 2002, located at sites subject to flooding, the upper terminus of the well casing shall project at least 12 inches above the 100-year flood elevation and 100-year wave-action elevation. Where it is not practicable to comply with this requirement, the water management district or delegated permitting authority shall allow exceptions on a case-by-case basis provided the upper terminus of the well casing is fitted with a watertight seal.

6. Public water system wells, limited use commercial public water system wells, and limited use community public water system wells, shall be equipped with a sealable opening that will allow introduction of disinfectants and measurement of static water level and drawdown or artesian pressure.

(c) Well Aprons. For public water system wells, limited use commercial public water system wells, and limited use community public water system wells constructed on or after April 1, 2002, not located within a pump house or pump pit, a concrete apron at least six feet by six feet and at least four inches thick shall be centered around the well. The bottom surface of the concrete apron shall be constructed on top of the finished grade, and the top surface of the concrete apron shall be sloped to drain away from the well casing.

(d) Flowing Wells. If the well flows at land surface, control shall be provided by valved pipe connections, watertight pump connections, or receiving reservoirs set at an altitude corresponding to the artesian head.

(5) Plugging. All abandoned wells shall be plugged by filling them from bottom to top with neat cement grout or bentonite and capped with a minimum of one foot of neat cement grout. An alternate method providing equivalent protection shall be approved in writing by the Department or the permitting authority.

Rulemaking Authority 373.309 FS. Law Implemented 373.309, 373.313, 373.316 FS. History—New 8-17-74, Formerly 17-21.10, 17-21.100, Amended 7-30-89, 3-11-92, Formerly 17-532.500, Amended 3-28-02, 10-7-10.

62-532.510 Water Well Inspections.

(1) During the construction, repair, or abandonment of any well, the Department or the permitting authority may conduct inspections as is necessary to ensure conformity with applicable standards. Duly authorized representatives of the Department or the permitting authority shall be given access, at reasonable times, to any premises for the purpose of such inspection.

(2) If during construction, repair, or abandonment, the Department or the permitting authority finds the work does not meet the requirements of rules and standards adopted pursuant to Chapter 373, F.S., the Department or the permitting authority shall give the owner and water well contractor written notice pursuant to the requirements in Section 120.60, F.S.

Rulemaking Authority 373.309 FS. Law Implemented 120.60, 373.316, 373.319, 373.323, 373.333 FS. History—New 8-17-74, Formerly 17-21.11, 17-21.110, Amended 7-30-89, Formerly 17-532.510.

62-532.600 Enforcement of Water Well Permitting and Construction Requirements.

Enforcement shall be as provided by Section 373.333, F.S.

Rulemaking Authority 373.309 FS. Law Implemented 373.129, 373.333 FS. History—New 8-17-74, Formerly 17-21.12, 17-21.120, Amended 7-30-

**Exhibit D - Water Well Permitting
&
Construction Requirements**

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89, Formerly 17-532.600.

62-532.610 Penalties for Violation of Water Well Permitting and Construction Requirements.

Penalties shall be as provided by Section 373.336, F.S.

Rulemaking Authority 373.309 FS. Law Implemented 373.336 FS. History—New 8-17-74, Formerly 17-21.13, 17-21.130, Amended 7-30-89, Formerly 17-532.610.

62-532.900 Forms

Rulemaking Authority 373.309 FS. Law Implemented 373.309, 373.313, 373.316 FS. History—New 10-7-10, Repealed 2-16-12.

**Exhibit D - Water Well Permitting
&
Construction Requirements**

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DEPARTMENT OF ENVIRONMENTAL PROTECTION

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**TABLE 1
WELL SETBACK DISTANCES**

October 7, 2010

Part A Drinking Water Supply Wells Serving Public Water Systems or Bottled Water Plant Wells		
RULE	INSTALLATION	SETBACK in feet (footnote)
Reuse of Reclaimed Water and Land Application 62-610.421(3)	Slow Rate Land Application Restricted Public Access	500 (a)
62-610.521(2)	Rapid Rate Land Application	500 (b)
62-610.621(2)	Overland Flow Systems	500
62-610.621(4)	Transmission Facilities Conveying Reclaimed Water to Restricted Public Access Slow Rate Land Application Systems, Rapid Rate Land Application System, or Overland Flow Systems	100
62-610.471(1)	Public Access, Residential Irrigation, or Edible Crop Slow-rate Land Application Systems	75
62-610.471(3)	Transmission Facilities Conveying Reclaimed Water to Public Access, Residential Irrigation, or Edible Crop Slow-rate Land Application Systems	75
Domestic Wastewater Residuals 62-640.700(4)(b)	Domestic Wastewater Residuals Land Application Areas	500
Phosphogypsum Management 62-673.340(2)(d)	Phosphogypsum Stack Systems	500 (c)
Storage Tank Systems 62-761.500(1)(a) and 62-762.501(1)(a)	Aboveground or Underground Storage Tanks	100
Solid Waste Management Facilities 62-701.300(2)(b)	Solid Waste Disposal Facilities	500
62-701.300(12)(a)	Yard Trash Disposal, Storage, or Processing	200
62-701.300(13)	Storage or Treatment of Solid Waste in Tanks	100
Permitting and Construction of Public Water Systems 62-555.312(1)	Onsite Sewage Treatment and Disposal Systems	200 (d), 100 (e)
Public Water Systems 62-555.312(3)	Sanitary Hazard as defined in Chapter 62-550, F.A.C., for drinking water supply wells serving public water systems	100 (f), 50 (g)
Feedlot and Dairy Wastewater Treatment and Management Requirements 62-670.500(6)(a)	Dairy Farm Waste - Unlined Storage and Treatment, or High Intensity Areas	300
62-670.500(6)(b)	Dairy Farm Waste - Land Application	200

**Exhibit D - Water Well Permitting
&
Construction Requirements**

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PERMITTING & CONSTRUCTION

(R. 10/10)
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Part B Drinking Water Supply Wells Serving Limited Use Commercial Public Water Systems and Limited Use Community Public Water Systems		
RULE	INSTALLATION	SETBACK in feet (footnote)
Reuse of Reclaimed Water and Land Application 62-610.421(3)	Slow Rate Land Application Restricted Public Access	500 (a)
62-610.521(2)	Rapid Rate Land Application	500 (b)
62-610.621(2)	Overland Flow Systems	100
62-610.621(4)	Transmission Facilities Conveying Reclaimed Water to Restricted Public Access Slow Rate Land Application Systems, Rapid Rate Land Application System, or Overland Flow Systems	100
62-610.471(1)	Public Access, Residential Irrigation, or Edible Crop Slow-rate Land Application Systems	75
62-610.471(3)	Transmission Facilities Conveying Reclaimed Water to Public Access, Residential Irrigation, or Edible Crop Slow-rate Land Application Systems	75
Domestic Wastewater Residuals 62-640.700(4)(b)	Domestic Wastewater Residuals Land Application Areas	500
Phosphogypsum Management 62-673.340(2)(d)	Phosphogypsum Stack Systems	500 (c)
Storage Tank Systems 62-761.500(1)(a) and 62-762.501(1)(a)	Aboveground or Underground Storage Tanks	100
Solid Waste Management Facilities 62-701.300(2)(b)	Solid Waste Disposal Facilities	500
62-701.300(12)(a)	Yard Trash Disposal, Storage, or Processing (no setback required for on-site water wells)	100
62-701.300(13)	Storage or Treatment of Solid Waste in Tanks	100
Drinking Water Systems 64E-8.002(2)	Onsite Sewage Treatment and Disposal Systems	200 (d), 100 (e)
	Sanitary Hazard	100 (f), (g)
Feedlot and Dairy Wastewater Treatment and Management Requirements 62-670.500(6)(b)	Dairy Farm Waste -- Unlined Storage and Treatment, or High Intensity Areas	300
62-670.500(6)a)	Dairy Farm Waste -- Land Application	200

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DEPARTMENT OF ENVIRONMENTAL PROTECTION

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Part C Private Wells Multifamily Wells		
RULE	INSTALLATION	SETBACK in feet (footnote)
Reuse of Reclaimed Water and Land Application 62-610.421(3)	Slow Rate Land Application Restricted Public Access	500 (a)
62-610.521(2)	Rapid Rate Land Application	500 (b)
62-610.621(2)	Overland Flow Systems	100
62-610.471(1)	Public Access, Residential Irrigation, or Edible Crop Slow-rate Land Application Systems	75
Domestic Wastewater Residuals 62-640.700(4)(b)	Domestic Wastewater Residuals Land Application Areas	300
Storage Tank Systems 62-761.500(1)(a) and 62-762.501(1)(a)	Aboveground or Underground Storage Tanks	100
Solid Waste Management Facilities 62-701.300(2)(b)	Solid Waste Disposal Facilities	500
62-701.300(12)(a)	Yard Trash Disposal, Storage, or Processing (no set back required for on-site water wells)	100
62-701.300(13)	Storage of Treatment of Solid Waste in Tanks	100
Drinking Water Systems 64E-8.003(1)	Onsite Sewage Treatment and Disposal Systems	75
	Sanitary Hazard	75 (f), (g)
Feedlot and Dairy Wastewater Treatment and Management Requirements 62-670.500(6)(a)	Dairy Farm Waste – Unlined Storage and Treatment, or High Intensity Areas	300
62-670.500(6)(b)	Dairy Farm Waste – Land Application	200

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PERMITTING & CONSTRUCTION
**(R. 10/10)
Ch. 62-532**

Part D Irrigation Wells and Geothermal Wells		
RULE	INSTALLATION	SETBACK in feet (footnote)
Standards for Onsite Sewage Treatment and Disposal Systems 64E-6.005(1)(d)	Onsite Sewage Treatment and Disposal System	50

TABLE I FOOTNOTES

(a) This distance shall be reduced to 200 feet if facility Class I reliability is provided and shall be reduced to 100 feet if both facility Class I reliability and high-level disinfection are provided.

(b) This distance shall be reduced to 200 feet if both facility Class I reliability and high-level disinfection are provided and if the applicant provides reasonable assurance that applicable water quality standards will not be violated at the point of withdrawal.

(c) This distance applies only to shallow water supply wells (i.e., potable water wells that pump from an unconfined water table aquifer).

(d) This distance applies to public drinking water supply wells that serve water systems having total sewage flows greater than 2,000 gallons per day.

(e) This distance applies to public drinking water supply wells that serve water systems having total sewage flows less than or equal to 2,000 gallons per day.

(f) This distance applies to sanitary hazards that pose a potentially high risk to ground water quality and public health as defined in subsection 62-555.312(3), F.A.C. The following examples are of sanitary hazards that pose a potentially high risk: active or abandoned mines; airplane or train fueling or maintenance areas at airports and railroad yards; concentrated aquatic animal production facilities; domestic wastewater collection/transmission systems; drainage or injection wells, oil or gas production wells, and improperly constructed or abandoned wells (i.e., wells not constructed or abandoned in accordance with Chapter 62-532, F.A.C.); fertilizer, herbicide, or pesticide storage areas at agricultural sites, golf courses, nurseries, and parks; graveyards; impoundments and tanks that process, store, or treat domestic wastewater, domestic wastewater residuals, or industrial fluids or waste and that are not regulated under Rule 62-670.500, F.A.C.; industrial waste land application areas other than those regulated under Rule 62-670.500, F.A.C.; junkyards and salvage or scrap yards; pastures with more than five grazing animals per acre; cattle dip vats; pipelines conveying petroleum products, chemicals, or industrial fluids or wastes; and underground storage tanks that are not regulated under Chapter 62-761, F.A.C., but are used for bulk storage of a liquid pollutant or hazardous substance (as defined in Chapter 62-761, F.A.C.) other than sodium hypochlorite solution.

(g) This distance applies to sanitary hazards that pose a potentially moderate risk to ground water quality and public health as defined in subsection 62-555.312(3), F.A.C. The following examples are of sanitary hazards that pose a moderate risk: aboveground storage tanks that are not regulated under Chapter 62-762, F.A.C., but are used for bulk storage of a liquid pollutant or hazardous substance (as defined in Chapter 62-762, F.A.C.) other than sodium hypochlorite solution; fertilizer, herbicide, or pesticide application areas that are not under the ownership or control of the supplier of water at agricultural sites, golf courses, nurseries, and parks; railroad tracks; stormwater detention or retention basins; and surface water (the surface water setback does not apply to multi-family and private wells).

Exhibit E - GRANT CLAUSES**CONTRACT# ENG/250268**

All references below to "AGENCY" refer to the City of Ocala.

NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

FLOW DOWN. The No Obligation clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

No Federal Government Obligation to Third Parties. The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FEDERAL GRANTING AGENCY. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31

FLOW DOWN. The Program Fraud clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and federal regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FEDERAL GRANTING AGENCY assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FEDERAL GRANTING AGENCY under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FEDERAL GRANTING AGENCY. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Exhibit E - GRANT CLAUSES**CONTRACT# ENG/250268****ACCESS TO RECORDS AND REPORTS**

49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633

FLOW DOWN. The record keeping and access requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Access to Records and Reports.

- A. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- B. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. **Access to Records.** The Contractor agrees to provide sufficient access to FEDERAL GRANTING AGENCY and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- D. **Access to the Sites of Performance.** The Contractor agrees to permit FEDERAL GRANTING AGENCY and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

49 CFR Part 18

FLOW DOWN. The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes. Contractor shall at all times comply with all applicable FEDERAL GRANTING AGENCY regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FEDERAL GRANTING AGENCY, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

TERMINATION

2 C.F.R. § 200.339; 2 C.F.R. part 200, Appendix II (B)

FLOW DOWN. For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Termination for Convenience (General Provision). The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid

Exhibit E - GRANT CLAUSES**CONTRACT# ENG/250268**

the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

Termination for Convenience or Default (Cost-Type Contracts). The AGENCY may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of AGENCY or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the Contractor by the AGENCY. If the termination is for default, the AGENCY may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the AGENCY and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of AGENCY, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the AGENCY determines that the Contractor has an excusable reason for not performing, the AGENCY, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Termination for Default [Breach or Cause] (General Provision). If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Termination for Default (Supplies and Service). If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

Waiver of Remedies for any Breach. In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Exhibit E - GRANT CLAUSES**CONTRACT# ENG/250268**

Opportunity to Cure (General Provision). The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

CIVIL RIGHTS LAWS AND REGULATIONS

FLOW DOWN. The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Civil Rights and Equal Opportunity. The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FEDERAL GRANTING AGENCY to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FEDERAL GRANTING AGENCY may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FEDERAL GRANTING AGENCY may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," and 45 C.F.R. part 90, the Contractor agrees to refrain from

Exhibit E - GRANT CLAUSES**CONTRACT# ENG/250268**

discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FEDERAL GRANTING AGENCY may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, and 42 U.S.C. § 4151 et seq., the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FEDERAL GRANTING AGENCY may issue.

(Applies to \$25,000+)

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180; 2 C.F.R part 1200; 2 C.F.R. § 200.213; 2 C.F.R. part 200 Appendix II (I); Executive Order 12549; Executive Order 12689

FLOW DOWN. Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Contractor shall comply and facilitate compliance with federal regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FEDERAL GRANTING AGENCY official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- A. Debarred from participation in any federally assisted Award;
- B. Suspended from participation in any federally assisted Award;
- C. Proposed for debarment from participation in any federally assisted Award;
- D. Declared ineligible to participate in any federally assisted Award;
- E. Voluntarily excluded from participation in any federally assisted Award; or
- F. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Exhibit E - GRANT CLAUSES**CONTRACT# ENG/250268***(Applies to \$250,000+)***VIOLATION AND BREACH OF CONTRACT**

2 C.F.R. § 200.326; 2 C.F.R. part 200, Appendix II (A)

FLOW DOWN. The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Rights and Remedies of the AGENCY. The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include the occurrence of any one or more of the following events:

1. Contractor fails to timely and/or properly perform any of the services set forth in the specifications of the Agreement; or
2. Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

Rights and Remedies of Contractor. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies. Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein.

The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes. The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

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In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

Performance during Dispute. Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies. Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

Rights and Remedies. The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

(Applies to \$100,000+)

LOBBYING RESTRICTIONS

31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J); 49 C.F.R. part 20

FLOW DOWN. The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352(b)(5).

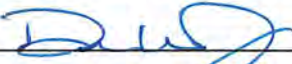
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Exhibit E - GRANT CLAUSES**CONTRACT# ENG/250268**

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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


David Webb Jr.
3/11/2025

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q; 33 U.S.C. §§ 1251-1387; 2 C.F.R. part 200, Appendix II (G)

FLOW DOWN. The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FEDERAL GRANTING AGENCY; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Bidder agrees to comply with all applicable grant terms contained herein. Compliance and acceptance of these grant terms is a condition of the solicitation. Bidders must return a complete and executed **Exhibit E – Grant Clauses** with their submittal.

Company Name:

All Webb's Enterprises, Inc.

Date

3/11/25

X


VP

Signer Name

Signer Title

David Webb Jr.Vice President

Exhibit F - PRICE PROPOSAL**CONTRACT# ENG/250268**

	CONTRACTOR NAME	LOCATION
	All Webbs Enterprises, Inc	309 Commerce Way Jupiter, FL 33458

Well Drilling WTP No.2-Upper Aquifer Well #11 and #12

Item	Description	Unit	Qty	Unit Cost	Extended Cost
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GENERAL CONSTRUCTION

G-01	MOBILIZATION & GENERAL CONDITIONS	LS	1	\$250,000.00	\$250,000.00
G-02	BONDS	LS	1	\$20,000.00	\$20,000.00
G-10	CLEARING & GRUBBING	SY	500	\$50.00	\$25,000.00

GENERAL CONSTRUCTION SUB-TOTAL: \$295,000.00**UPPER FLORIDAN WELL DRILLING #11**

W-103-11	DRILL 40" HOLE to 60'	LF	60	\$600.00	\$36,000.00
W-104-11	FURNISH & INSTALL 34" CASING	LF	60	\$650.00	\$39,000.00
W-105-11	GROUTING OF 34" CASING	CY	10	\$1,500.00	\$15,000.00
W-106-11	DRILL 34" HOLE to 175'	LF	115	\$500.00	\$57,500.00
W-107-11	FURNISH & INSTALL 24" CASING	LF	178	\$450.00	\$80,100.00
W-108-11	GROUTING OF 24" CASING	CY	25	\$1,500.00	\$37,500.00
W-109-11	DRILL 24" PILOT HOLE to 250'	LF	75	\$450.00	\$33,750.00
W-110-11	CAVITY FILLING	CY	100	\$250.00	\$25,000.00
W-111-11	WELL FLOW TESTING	LS	1	\$30,000.00	\$30,000.00
W-112-11	GEOPHYSICAL LOGGING / BACTERIA TESTING	LS	1	\$40,000.00	\$40,000.00

UPPER FLORIDAN WELL DRILLING #11 SUB-TOTAL: \$393,850.00**UPPER FLORIDAN WELL DRILLING #12**


W-103-12	DRILL 40" HOLE to 60'	LF	60	\$600.00	\$36,000.00
W-104-12	FURNISH & INSTALL 34" CASING	LF	60	\$650.00	\$39,000.00
W-105-12	GROUTING OF 34" CASING	CY	10	\$2,500.00	\$25,000.00
W-106-12	DRILL 34" HOLE to 175'	LF	115	\$500.00	\$57,500.00
W-107-12	FURNISH & INSTALL 24" CASING	LF	178	\$450.00	\$80,100.00
W-108-12	GROUTING OF 24" CASING	CY	25	\$2,500.00	\$62,500.00
W-109-12	DRILL 24" PILOT HOLE to 250'	LF	75	\$450.00	\$33,750.00
W-110-12	CAVITY FILLING	CY	100	\$250.00	\$25,000.00
W-111-12	WELL FLOW TESTING	LS	1	\$30,000.00	\$30,000.00
W-112-12	GEOPHYSICAL LOGGING / BACTERIA TESTING	LS	1	\$40,000.00	\$40,000.00

UPPER FLORIDAN WELL DRILLING #12 SUB-TOTAL: \$428,850.00

GENERAL CONSTRUCTION	\$295,000.00
UPPER FLORIDAN WELL DRILLING #11	\$393,850.00
UPPER FLORIDAN WELL DRILLING #12	\$428,850.00

TOTAL AMOUNT \$1,117,700.00

Exhibit F - PRICE PROPOSAL**CONTRACT# ENG/250268**

	CONTRACTOR NAME	LOCATION
	All Webbs Enterprises, Inc	309 Commerce Way Jupiter, FL 33458

Well Drilling WTP No.2-Upper Aquifer Well #11 and #12

Item	Description	Unit	Qty	Unit Cost	Extended Cost
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BID ALTERNATES

Item	Description	Unit	Qty	Unit Cost	Extended Cost
A-1	WELL ABANDONMENT & GROUT FILL, LFA MW-1	LS	1	\$30,000.00	\$30,000.00
A-2	WELL ABANDONMENT & GROUT FILL, MCU MW-1	LS	1	\$30,000.00	\$30,000.00
A-3	WELL ABANDONMENT & GROUT FILL, MCU MW-1a	LS	1	\$30,000.00	\$30,000.00
A-4	WELL ABANDONMENT & GROUT FILL, MCU MW-1b	LS	1	\$30,000.00	\$30,000.00
A-5	WELL ABANDONMENT & GROUT FILL, LFA MW-2	LS	1	\$30,000.00	\$30,000.00
A-6	WELL ABANDONMENT & GROUT FILL, UFA MW-2	LS	1	\$30,000.00	\$30,000.00
A-7	WELL ABANDONMENT & GROUT FILL, UFA MW-2a	LS	1	\$30,000.00	\$30,000.00
A-8	WELL ABANDONMENT & GROUT FILL, UFA MW-2b	LS	1	\$30,000.00	\$30,000.00
A-9	LFA WELL #7 MODIFICATIONS	LS	1	\$10,000.00	\$10,000.00

BID ALTERNATES SUB-TOTAL: \$250,000.00**GRAND TOTAL: \$1,367,700.00**

**Exhibit G - Executed Cost-Share
Grant Agreement****CONTRACT# WRS/210777**

Contract # 37150

**COST-SHARE AGREEMENT
BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CITY OF OCALA**

THIS AGREEMENT ("Agreement") is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF OCALA. ("Recipient"), 1805 NE 30TH Avenue Building 600 Ocala, Florida 34470. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District 2021-2022 cost-share funding program is designed to fund the construction of local stormwater management and alternative water supply projects as well as conservation implementation projects. Its goals are to contribute to: (1) reduction in water demand through indoor and outdoor conservation measures; (2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; (3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and (4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District's core mission focus.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District's missions and initiatives.

At its May 11, 2021 meeting, the Governing Board selected Recipient's proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the "Project"):

City of Ocala – Lower Floridan Aquifer Conversion Phase 3

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A — Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. TERM; WITHDRAWAL OF OFFER

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until September 30, 2023. ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the

**Exhibit G - Executed Cost-Share
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essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before March 31, 2023. Timely requests to extend, for longer than three months, the Completion Date of the Agreement for projects whose District contribution exceeds \$100,000 may only be approved by the District's Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).

- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 90 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. Request for extension of time after the 90 days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
 - (c) If the construction project, or the conservation project, which is eligible for District reimbursement, does not begin before October 1, 2021, the cost-share agreement will be subject to termination and the funds subject to reallocation.
2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.
3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.
4. **AMOUNT OF FUNDING**
- (a) For satisfactory completion of the Project, the District shall pay Recipient 25% percent of the total Project cost, but in no event shall the District cost-share exceed \$1,102,850. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
 - (b) "Construction cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, permitting, and solicitation costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.
 - (c) Cooperative funding shall not be provided for expenses incurred after the Completion Date.

**Exhibit G - Executed Cost-Share
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5. PAYMENT OF INVOICES

- (a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for 100 % of approved cost or the not-to-exceed sum \$1,102,850. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 31. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 31, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form); (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work) (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
- (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be

**Exhibit G - Executed Cost-Share
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considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

- (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in §768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations. If Florida Department of Environmental Protection ("FDEP") funds will be used to fund all or a portion of the Agreement, additional FDEP insurance requirements applicable to the Recipient are included in the insurance attachment to the Agreement.

7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. **PROJECT MANAGEMENT**

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

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DISTRICT

Patrick Burger, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
Phone: 386-329-4194
Email: pburger@sjrwmd.com

RECIPIENT

Rusella Bowes-Johnson, Project Manager
City of Ocala
1805 NE 30th Ave Bldg 600
Ocala, Florida 34470
Phone: 352-351-6772
Email: RJohnson@Ocalafl.org

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor adjustments to the Project that are consistent with the purpose of the Project. Both parties must sign the DSI. A DSI may not be used to change the District cost-share or percentage, quantity, quality or the Completion Date of the Project, or to change or modify the Agreement.

9. PROGRESS REPORTS AND PERFORMANCE MONITORING.

- (a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Manager within 15 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).
- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

- 10. **WAIVER.** The delay or failure by the District to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the District's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

11. FAILURE TO COMPLETE PROJECT

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 11(a) and 11(b) shall survive the termination or expiration of this Agreement.

**Exhibit G - Executed Cost-Share
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12. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the 30-day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also terminate this Agreement upon ten days' written notice in the event of any material misrepresentations in the Project Proposal.

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS (Alphabetical)

13. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.
14. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS**
- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein, including but not limited to construction materials not used in the Project; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.
15. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
16. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Recipient and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

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17. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in §112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
18. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
19. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.
20. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.**
This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Duval County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
21. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.
22. **NON-LOBBYING.** Pursuant to §216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
23. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
24. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit

**Exhibit G - Executed Cost-Share
Grant Agreement**

CONTRACT# WRS/210777

Contract # 37150

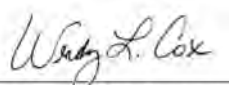
bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.


25. **PUBLIC RECORDS.** Records of City of Ocala that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If N/A receives a public records request, City of Ocala shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
26. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT


CITY OF OCALA

By: 
Amy B. Shortell, Ph.D., Executive Director, or designee
Michael A. Register, P.E.,

By: 
Justin Grabelle Council President
Typed Name and Title


Date: 1/20/22

Date: 10 / 07 / 2021

Attest: 
Angel B. Jacobs City Clerk
Typed Name and Title

Approved as to form and legality:

Attachments:
Attachment A — Statement of Work
Attachment B — Project Progress Report Form


Robert W. Batsel, Jr.
City Attorney

**Exhibit G - Executed Cost-Share
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Contract # 37150

**ATTACHMENT A - STATEMENT OF WORK
City of Ocala – Lower Floridan Aquifer Conversion Phase 3****I. INTRODUCTION/BACKGROUND**

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2021-2022 to develop and implement resource and water supply development projects and promote conservation. On May 11, 2021, the District's Governing Board approved funding for Cooperative Cost Share projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

The City of Ocala (Recipient) requested funding for their Lower Floridan Aquifer Conversion Phase 3 for the not to exceed amount of \$ 1,102,850, towards the estimated construction cost of \$ 4,411,400.00. This request was approved by the Governing Board. The Recipient is located in Marion County.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to construct the third of a multi-phased project to convert the City of Ocala's water supply source from the Upper Floridan to the Lower Floridan Aquifer. The estimated natural systems benefit to Silver Springs is 6.9 cubic feet per second flow increase. A secondary benefit includes an alternative water supply benefit of 3.5 Million Gallons per Day (MGD). Part of multi-year Springs Restoration funding.

III. SCOPE OF WORK

The project consists of constructing one 2,000,000-gallon storage tank, drilling an Upper Floridan aquifer well for blending with LFA well water and the purchasing a motor, pump, and control panel with variable frequency drive. The construction will be located at the City of Ocala's Water Treatment Plant #2.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District's Project Manager:

- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the match amount) to enable proper review by the District's Project Manager prior to payment authorization. Deliverables to be submitted with invoices include (as applicable):

**Exhibit G - Executed Cost-Share
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Contract # 37150

- Interim progress status summaries including inspections, meeting minutes and field notes and dated color photographs of the construction completed to include on-going work that represents the time-period being invoiced;
- Final invoice submittals for completed construction including inspections and dated color photographs of the construction site prior to, during and immediately following completion of the construction task;
- Construction plans, specifications, and contract documents for the site work must be made available upon request;
- Written verification that the record drawings and any required final inspection reports for the project are received;
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, an updated spend-down plan, key issues to be resolved, project construction photos with dates. Quarterly reports shall also be emailed to the District's Budget Analyst at hnbarber@sjrwmd.com.
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the task in the Task Identification section below is completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is September 30, 2023. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Construction	10/8/2021	4/8/2023

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient 25% of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$ 1,102,850. It is anticipated that the FY breakdown will be \$551,425 for FY 2022 and \$551,425 FY 2023.

Recipient shall invoice the District quarterly with appropriate documentation. The District's Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, list of addresses and types of the properties connected, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for Project construction work beginning October 1, 2021. The District will not reimburse for any expenses prior to October 1, 2021.

Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Analyst within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Analyst is hnbarber@sjrwmd.com. The Recipient shall submit a final project report within 15 days of Final Completion and acceptance by the City of Ocala detailing the Project's accomplishments and any issues resolved during the course of the work.

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Estimated Cost Schedule for Reimbursement per fiscal year (all dollar amounts are approximate and may be reallocated between the construction tasks for the two FYs).

FY22 (10/1/2021 – 9/30/2022)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Construction	\$2,205,700	\$551,425

FY23 (10/1/2022 – 9/30/2023)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Construction	\$2,205,700	\$ 551,425

Exhibit G - Executed Cost-Share
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ATTACHMENT B

St. Johns River Water Management District
Project Progress Report

Date: _____
month/day/year

Report Number: _____

Contract/Project Identification

Project Name:	City of Ocala – Lower Floridan Aquifer Conversion Phase 3		
Recipient:			
SJRWMD Contract Number:		SJRWMD Project Manager:	Patrick Burger
37150		Recipient's Project Manager:	

Construction Schedule

Start Date (mm/dd/yy):	
Completion (mm/dd/yy):	

Reporting Period

Beginning Date (mm/dd/yy):	
Ending Date (mm/dd/yy):	

Budget

Total Budget:	\$		
Expended To-date:	\$		
Expended This Period:	\$		
Percent Budget Expended:			%

Duration

Planned Duration:	Weeks
Duration To-date:	Weeks
Duration This Period:	Weeks
Percent Duration Expended:	%

Anticipated Future Payment Requests:

3 Months	6 Months	9 Months	12 Months

Design/Permitting Status

--

Tasks/Milestones/Deliverables Scheduled for this Reporting Period or Within the Next 60 days:

Task Number	Tasks/Milestones/Deliverables	Start Date	Finish Date	Percent Complete	Projected Finish Date

Problems, Issues, Solutions, Anticipated deviations from schedule:

Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

**Exhibit G - Executed Cost-Share
Grant Agreement** **CONTRACT# WRS/210777**
Contract # 37150

Exhibit G - Executed Cost-Share
Grant Agreement



Audit Trail

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AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History





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 VIEWED	09 / 15 / 2021 11:09:15 UTC-4	Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
 SIGNED	09 / 16 / 2021 20:11:54 UTC-4	Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 162.212.250.197
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


Exhibit G - Executed Cost-Share Grant Agreement



Audit Trail

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STATUS	● Completed

Document History

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 SIGNED	10 / 07 / 2021 11:04:02 UTC-4	Signed by Justin Grabelle (jgrabelle@ocalafl.org) IP: 64.238.190.30
 SIGNED	10 / 13 / 2021 11:51:17 UTC-4	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
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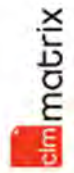


Exhibit G - Executed Cost-Share Grant Agreement

Audit Log - Procurement Request V3 11 09 17 1638 (37150)

Date	Time	Type	User	Source	Category	Location	Message
1/20/2022	10:21:52 AM	ApprovalEvent	Register, Michael A. (Executive Director)	Person	Approved	Approved	Approved by mregister@sjrwmd.com - Comments: Approved by Register, Michael A.:
1/11/2022	8:16:34 AM	ApprovalEvent	Ashby, Sherrie (x1950)(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Register, Michael A. Comments: N/A Purpose: Governing Board approved 4/13/2021 Cost-share agreement City of Ocala – Lower Floridan Aquifer Conversion Phase 3 project. District share \$1,102,850. project total \$4,411,400. District PM Patrick Burger.
1/11/2022	8:16:05 AM	ApprovalEvent	Ashby, Sherrie (x1950)(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Register, Michael A.
1/10/2022	10:59:02 AM	ApprovalEvent	Jenkins, Dale(Director)	Person	Approved	Approved	Approved by djenkins@sjrwmd.com - Comments: Approved by Jenkins, Dale: District share is 25% of construction costs.
1/10/2022	6:59:14 AM	ApprovalEvent	Ashby, Sherrie (x1950)(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Jenkins, Dale. Comments: N/A Purpose: Governing Board approved 4/13/2021 Cost-share agreement City of Ocala – Lower Floridan Aquifer Conversion Phase 3 project. District share \$1,102,850. project total \$4,411,400. District PM Patrick Burger.
1/10/2022	6:59:12 AM	ApprovalEvent	Ashby, Sherrie (x1950)(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Jenkins, Dale
1/6/2022	2:21:46 PM	ApprovalEvent	Domnangelo, Louis(Chief)	Person	Approved	Approved	Approved by ldomnangelo@sjrwmd.com - Comments: Approved by Domnangelo, Louis:
1/6/2022	9:16:34 AM	ApprovalEvent	Ashby, Sherrie (x1950)(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Domnangelo, Louis. Comments: N/A Purpose: Governing Board approved 4/13/2021 Cost-share agreement City of Ocala – Lower Floridan Aquifer Conversion Phase 3 project. District share \$1,102,850. project total \$4,411,400. District PM Patrick Burger.
1/6/2022	9:16:33 AM	ApprovalEvent	Ashby, Sherrie (x1950)(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Domnangelo, Louis



Exhibit G - Executed Cost-Share Grant Agreement

1/6/2022	9:15:18 AM	ApprovalEvent	Ashby, Sherrie (x1950)/(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Domangelo, Louis. Comments: N/A Purpose: Governing Board approved 4/13/2021 Cost-share agreement City of Ocala – Lower Floridan Aquifer Conversion Phase 3 project. District share \$2,205,700 project total \$4,411,400. District PM Patrick Burger.
1/6/2022	9:15:17 AM	ApprovalEvent	Ashby, Sherrie (x1950)/(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Domangelo, Louis
1/6/2022	9:14:18 AM	ApprovalEvent	Burger, Patrick(District PM)	Person	Approved	Approved	Approved by pburger@sjrwmd.com - Comments: Approved by Burger, Patrick: This is Ocala LFA Phase 3 agreement for District's 25% funding of project.
1/6/2022	9:12:32 AM	ApprovalEvent	Ashby, Sherrie (x1950)/(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Burger, Patrick. Comments: N/A Purpose: Lower Floridan Aquifer Conversion Phase 3 project. District share \$1,102,850 And project total \$4,411,400. District PM Patrick Burger.
1/6/2022	9:12:31 AM	ApprovalEvent	Ashby, Sherrie (x1950)/(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Burger, Patrick
1/6/2022	8:50:29 AM	ApprovalEvent	Ashby, Sherrie (x1950)/(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Domangelo, Louis. Comments: N/A Purpose: Governing Board approved 4/13/2021 Cost-share agreement City of Ocala – Lower Floridan Aquifer Conversion Phase 3 project. District share \$2,205,700 project total \$4,411,400. District PM Patrick Burger.
1/6/2022	8:50:28 AM	ApprovalEvent	Ashby, Sherrie (x1950)/(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Domangelo, Louis
1/6/2022	8:28:59 AM	ApprovalEvent	Burger, Patrick(District PM)	Person	Approved	Approved	Approved by pburger@sjrwmd.com - Comments: Approved by Burger, Patrick: LFA Phase 3
1/6/2022	8:27:18 AM	ApprovalEvent	Ashby, Sherrie (x1950)/(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Burger, Patrick. Comments: N/A Purpose: Governing Board approved 4/13/2021 Cost-share agreement City of Ocala – Lower Floridan Aquifer Conversion Phase 3 project. District share \$2,205,700 project total \$4,411,400. District PM Patrick Burger.



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1/6/2022	8:27:18 AM	ApprovalEvent	Ashty, Sherrie (x1950)(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Burger, Patrick
8/26/2021	11:58:45 AM	ApprovalEvent	Burger, Patrick(District PM)	Person	Approved	Approved	Approved by pburger@sjwmd.com - Comments: Approved by Burger, Patrick: Request Approval from Burger, Patrick
8/18/2021	2:58:13 PM	ApprovalEvent	Edwards, Debra (x4866)(Procurement Specialist)	System	Workflow	Request Approval	Request Approval from Burger, Patrick
8/18/2021	2:06:18 PM	ApprovalEvent	Barber, Heather (x1908)	Person	Approved	Approved	Approved by Barber, Heather (x1908) - Comments: Approved by Barber, Heather (x1908) as Delegate for Licourt, Melissa: Request Approval from Barber, Heather (x1908)
8/18/2021	2:06:10 PM	ApprovalEvent	Barber, Heather (x1908)(Budget Officer)	System	Workflow	Request Approval	Request Approval from Barber, Heather (x1908)
8/18/2021	2:05:57 PM	ReviewEvent	Barber, Heather (x1908)	Person	Reviewed	Reviewed	Reviewed by Barber, Heather (x1908) - Comments: Reviewed by Barber, Heather (x1908) as Delegate for Licourt, Melissa: 01-62-11-6210-8301-70117 approved for \$1,102,850. This project was approved at the April 2021 GB meeting and funding is contingent upon GB adoption of the FY 2021-22 final budget.
8/18/2021	10:38:19 AM	ReviewEvent	Burger, Patrick(District PM)	System	Workflow	Request Review	Request Review from Barber, Heather (x1908)

**Exhibit G - Executed Cost-Share
Grant Agreement**

WSD/210777

**AMENDMENT 1 TO THE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CITY OF OCALA
TO/FOR OCALA LFA P3**

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose mailing address is 4049 Reid Street, Palatka, Florida 32177-2571, and CITY OF OCALA ("Recipient") whose address is 1805 NE 30TH AVE, BLDG 600, OCALA, FL, 34470, and is effective on the date the last party has executed same.

PREMISES:

The parties entered into Agreement No. 37150 on January 20, 2022 for Ocala LFA P3 ("Agreement"). The parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the **mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:**

1. Paragraph 4(a) **AMOUNT OF FUNDING**, is hereby deleted in its entirety and replaced with the following:
 - (a) For satisfactory completion of the Project, the District shall pay Recipient 50% of the total estimated construction cost of the Project, but in no event shall the District cost-share exceed \$2,205,700. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in **writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.**
2. Paragraph 5(a) **PAYMENT OF INVOICES**, is hereby deleted in its entirety and replaced with the following:
 - (a) Recipient shall submit itemized invoices as per the Statement of Work, **Attachment A** for reimbursable expenses by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River **Water Management District**, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. The invoices shall be **submitted in detail sufficient for** proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for 100% of approved cost or the not-to-exceed sum of \$2,205,700, whichever is less. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, **if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.**
3. Paragraph 5(d) **PAYMENT OF INVOICES**, is hereby deleted in its entirety and replaced with the following:
 - (d) **Required Information.** All invoices shall be submitted using Attachment B and shall include the following information: (1) District contract number; (2) Recipient's name and address (include remit address, if necessary); (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) **supporting documentation as to cost and/or Project completion, as per the cost schedule and other requirements of Attachment A, including receipts expenditures; in addition, see Attachment D, "CONTRACT PAYMENT REQUIREMENTS FOR STATE FUNDED COST REIMBURSEMENT CONTRACTS"**

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Grant Agreement**

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4. Paragraph 19(a-i) **FLORIDA SINGLE AUDIT ACT**, is hereby added to this Agreement as follows:
- (a) **Applicability.** The Florida Single Audit Act (FSAA), section 215.97, Fla. Stat., applies to all sub-recipients of state financial assistance, as defined in section 215.97(1)(q), Fla. Stat., awarded by the District through a project or program that is funded, in whole or in part, through state financial assistance to the District. In the event Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, Fla. Stat.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, Recipient shall consider all sources of state financial assistance, including state financial assistance received from the District, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. Recipient is solely responsible for complying with the FSAA.
 - (b) **Program Information** This Agreement involves the disbursement of state funding by DEP in the amount of \$1,102,850.00. Funding is provided under the State of Florida Alternative Water Supplies Program. The Florida Catalog of State Financial Assistance (CSFA) number for this program is CSFA No. 37.100. The District is providing funding in the amount of \$1,102,850.00.
 - (c) **Additional Information.** For information regarding the state program under the above CSFA number, Recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/catalog.aspx> for assistance. The following websites may be accessed for additional information: Legislature's Website at <http://www.leg.state.fl.us/>, State of Florida's website at <http://myflorida.com>, District of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.
 - (d) **Allowable Costs.** Recipient may only charge allowable costs to this Agreement, as otherwise provided herein. Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be returned to the District.
 - (e) **Audit Requirements.** Recipient shall ensure that the audit complies with the requirements of section 215.97(7), Fla. Stat. This includes submission of a financial reporting package as defined by section 215.97(2), Fla. Stat., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Statement of Work.
 - (f) **Financial Reporting.** Recipient shall provide the District with a copy of any reports, management letters, or other information required to be submitted in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable, no more than 20 days after its preparation. Recipient shall indicate the date the reporting package was delivered to Recipient in correspondence accompanying the reporting package.
This information shall be directed to: St. Johns River Water Management District, Mr. Greg Rockwell, Finance Director, Office of Financial Services, 4049 Reid Street, Palatka, FL 32177. A copy of the report shall also be provided to the Auditor General's Office at the following address: State of Florida Auditor General, Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450.

**Exhibit G - Executed Cost-Share
Grant Agreement**

WSD/210777

- (g) **Monitoring.** In addition to reviews of audits conducted in accordance with section 215.97, Fla. Stat., as revised, monitoring procedures **may include, but not be limited to**, on-site visits by District staff, limited scope audits, and/or other procedures. Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the District. In the event the District **determines** that a limited scope audit of Recipient is appropriate, Recipient agrees to **comply with** any additional instructions provided by the District to Recipient regarding such audit. Recipient agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the District's Inspector General or the state Chief Financial Officer or Auditor General.
- (h) **Examination of Records.** In addition to the District's audit rights otherwise provided for herein, Recipient **shall permit** the District or its designated agent, the state awarding agency, the Department of Financial Services, the state's Chief Financial Officer and the state's Auditor General to **examine** Recipient's financial and non-financial records to the extent necessary to monitor Recipient's use of state financial assistance and to **determine** whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations, which **may include onsite visits and limited scope audits**.
- (i) **Records Retention.** Notwithstanding any other provision of this Agreement to the contrary, Recipient shall retain sufficient records demonstrating its **compliance with the terms** of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the District, or its designee, state Chief Financial Officer, or Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available for such access **for a period of three years from** the date the audit report is issued, unless extended in writing by the District.
5. Attachment A, STATEMENT OF WORK, is hereby modified as follows:
- The current** Statement of Work is hereby deleted and replaced with the Revised Statement of Work attached hereto as Attachment A.
6. All other terms and conditions of the Agreement, including any subsequent amendments, are hereby **ratified and continue in full force and effect**.

**Exhibit G - Executed Cost-Share
Grant Agreement**

WSD/210777

IN WITNESS WHEREOF, the parties hereto have duly executed this amendment on the date set forth below.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF OCALA

By: Wendy L. Cox
Michael A. Register, P.E., Executive Director, or designee

By: Ire Bethea Sr.
Ire Bethea, Sr., City Council President

Date: 6/21/22

Date: 06 / 13 / 2022

Attest: Angel B. Jacobs
Angel B. Jacobs, City Clerk

Approved as to form and legality:

Robert W. Batsel, Jr.
Robert W. Batsel, Jr.
City Attorney

Attachments:

Attachment A – Statement of Work

Attachment B – Contract Payment Requirements for State-Funded Cost Reimbursement Contracts

**Exhibit G - Executed Cost-Share
Grant Agreement**

WSD/210777

**ATTACHMENT A - STATEMENT OF WORK
City of Ocala – Lower Floridan Aquifer Conversion Phase 3****I. INTRODUCTION/BACKGROUND**

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2021-2022 to develop and implement resource and water supply development projects and promote conservation. On May 11, 2021, the District's Governing Board approved funding for Cooperative Cost Share projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

The City of Ocala (Recipient) requested funding for their Lower Floridan Aquifer Conversion Phase 3 for the not to exceed amount of \$ 1,102,850, towards the estimated construction cost of \$ 4,411,400.00. This request was approved by the Governing Board. The Recipient is located in Marion County.

The Florida Department of Environmental Protection (FDEP) approved funding through the Florida Springs Grant Program in the amount of \$1,102,850. This amendment increases this Cost Share Agreement by \$1,102,850 for a new not to exceed amount of \$2,205,700.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to construct the third of a multi-phased project to convert the City of Ocala's water supply source from the Upper Floridan to the Lower Floridan Aquifer. The estimated natural systems benefit to Silver Springs is 6.9 cubic feet per second flow increase. A secondary benefit includes an alternative water supply benefit of 3.5 Million Gallons per Day (MGD). Part of multi-year Springs Restoration funding.

III. SCOPE OF WORK

The project consists of constructing one 2,000,000 gallon storage tank, drilling an Upper Floridan aquifer well for blending with LFA well water and the purchasing a motor, pump, and control panel with variable frequency drive. The construction will be located at the City of Ocala's Water Treatment Plant #2.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District's Project Manager:

Exhibit G - Executed Cost-Share Grant Agreement

WSD/210777

- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the **match amount**) to enable proper review by the District's Project Manager **prior to payment** authorization. Deliverables to be submitted with invoices include (as applicable):
 - Interim **progress status summaries** including inspections, meeting minutes and **field notes** and dated color photographs of the construction **completed to include on-going work that represents the time-period being invoiced**;
 - Final invoice submittals for **completed construction including inspections and dated color photographs** of the construction site prior to, during and **immediately following completion** of the construction task;
 - Construction plans, specifications, and contract documents for the site work must be made available upon request;
 - Written verification that the record drawings and any required final inspection reports for the project are received;
 - Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project **completion, an updated spend-down plan**, key issues to be resolved, project construction photos with dates. Quarterly reports shall also be emailed to the District's Budget Analyst at hbarber@sjrwmd.com.
 - Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the task in the Task Identification section below is completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is September 31, 2023. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Construction	10/8/2021	4/8/2023

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient 50% of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$ 2,205,700. It is anticipated that the FY **breakdown will be \$1,102,850.00 for FY 2022 and \$1,102,850.00 FY 2023.**

Recipient shall **invoice the District quarterly with appropriate documentation**. The District's Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, list of addresses and types of the properties connected, **and other required supporting documentation** for reimbursement up to **match amount**. For in-house expenses, Recipient shall provide copies of all receipts for **materials and a system** report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient **may invoice more frequently** submitting all required documentation and include general status information. Recipient **may invoice** the District for Project construction work beginning October 1, 2021. The District will not reimburse for any expenses prior to October 1, 2021.

**Exhibit G - Executed Cost-Share
Grant Agreement**

WSD/210777

Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Analyst within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Analyst is lnbarber@sjrwmd.com. The Recipient shall submit a final project report within 15 days of Final Completion and acceptance by the City of Ocala detailing the Project's accomplishments and any issues resolved during the course of the work.

Estimated Cost Schedule for Reimbursement per fiscal year (all dollar amounts are approximate and may be reallocated between the construction tasks for the two FYs).

FY22 (10/1/2021 – 9/30/2022)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Construction	\$2,205,700	\$ \$1,102,850.00

FY23 (10/1/2022 – 9/30/2023)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Construction	\$2,205,700	\$ \$1,102,850.00

Exhibit G - Executed Cost-Share Grant Agreement

WSD/210777

ATTACHMENT B- CONTRACT PAYMENT REQUIREMENTS FOR STATE-FUNDED COST REIMBURSEMENT CONTRACTS

Invoices for state-funded cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed, indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation shall clearly reflect the dates of service. Only expenditures for categories in the approved contract budget will be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements by cost category:

<u>Salaries:</u>	Submit a payroll register or similar documentation showing gross salary charges, fringe benefits, other deductions, and net pay. If an individual is paid by the hour, a document reflecting the hours worked times the rate of pay is acceptable.
<u>Fringe Benefits:</u>	Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage, rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
<u>Exception:</u>	Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
<u>Travel:</u>	Reimbursement for travel must be in accordance with §112.061, Fla. Stat., which includes submission of the claim on the approved State of Florida (State) or District travel voucher.
<u>Other direct costs:</u>	Reimbursement is based upon paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in §273.02, Fla. Stat., for subsequent transfer to the State.
<u>In-house charges:</u>	Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units, times the rate being charged. The rates must be reasonable.
<u>Indirect costs:</u>	If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The "Reference Guide for State Expenditures" prepared by the Florida Department Services can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

**Exhibit G - Executed Cost-Share
Grant Agreement**

Audit Trail

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FILE NAME	FOR COUNCIL SIGNA... (WRS 210777).pdf
DOCUMENT ID	6b7d239fc9940d741c4ac2a34221019bbaf79d4b
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

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 VIEWED	06 / 09 / 2022 21:13:56 UTC-4	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
 SIGNED	06 / 09 / 2022 21:31:50 UTC-4	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
 VIEWED	06 / 13 / 2022 09:23:33 UTC-4	Viewed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.133.62
 SIGNED	06 / 13 / 2022 09:24:51 UTC-4	Signed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.133.62

Exhibit G - Executed Cost-Share
Grant Agreement



Audit Trail

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AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History




 VIEWED	06 / 13 / 2022 09:38:50 UTC-4	Viewed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
 SIGNED	06 / 13 / 2022 09:38:58 UTC-4	Signed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
 COMPLETED	06 / 13 / 2022 09:38:58 UTC-4	The document has been completed.

Exhibit G - Executed Cost-Share Grant Agreement

Contract # 37150
Amendment #2

AMENDMENT 2 TO THE AGREEMENT BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY OF OCALA FOR OCALA LOWER FLORIDAN AQUIFER CONVERSION PHASE III

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose mailing address is 4049 Reid Street, Palatka, Florida 32177-2571, and the CITY OF OCALA ("Recipient") whose address is 1805 Northeast 30th Avenue, Building 600, Ocala, Florida 34470 and is effective on the date the last party has executed same.

PREMISES:

The parties entered into Agreement No. 37150 on January 20, 2022, for Ocala Lower Floridan Aquifer Conversion Phase III ("Agreement") and amended the Agreement on June 21, 2022 (Amendment 1). The parties desire to further amend the Agreement.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

1. Paragraph 1(a) TERM, WITHDRAWAL OF OFFER: delete – paragraph 1(a) and replace it with the following paragraph:
 - (a) The term of this Agreement is from the date upon which the last party has dated and executed the same January 20, 2022 ("Effective Date") until March 28, 2024 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before December 29, 2023. Timely requests to extend, for longer than six months, the Completion Date of the Agreement for projects whose District contribution exceeds \$100,000 may only be approved by the District's Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).
2. All other terms and conditions of the Agreement, including any subsequent amendments, are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this amendment on the date set forth below.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

By: Michelle Brown
Michelle Brown, P.E., Director, Division of Basin Management
and Modeling, or designee

Date: July 26, 2023

CITY OF OCALA

By: Peter A. Lee
Peter A. Lee / City Manager
Typed Name and Title

Date: 8-1-2023

Attest: Angel B. Jacobs
Angel B. Jacobs City Clerk
Typed Name and Title

**AMENDMENT 3 TO THE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND THE CITY OF OCALA
FOR CITY OF OCALA – LOWER FLORIDAN AQUIFER CONVERSION PHASE 3**

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”), whose mailing address is 4049 Reid Street, Palatka, Florida 32177-2571, and the CITY OF OCALA (“Recipient”), whose address is 1805 NE 30th Ave., Bldg. 600, Ocala, Florida 34470 and is effective on the date the last party has executed same.

PREMISES:

The parties entered into Agreement No. 37150 on January 20, 2022, for City Of Ocala – Lower Floridan Aquifer Conversion Phase 3 (“Agreement”) and amended the Agreement on June 21, 2022 (Amendment 1), and August 1, 2023 (Amendment 2). The parties desire to further amend the Agreement.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

1. TERM; WITHDRAWAL OF OFFER: delete and replace with the following:

The term of this Agreement is from January 20, 2022 (“Effective Date”) until September 30, 2025 (“Completion Date”). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before June 30, 2025. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).

(a) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 90 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District’s Project Manager, stating the reason(s) therefor. Request for extension of time after the 90 days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.

2. PROJECT MANAGEMENT section (a) DISTRICT and RECIPIENT only: delete and replace the District and Recipient sections with the following:

DISTRICT Nitesh Tripathi, Project Manager St. Johns River Water Management District 4049 Reid Street Palatka, Florida 32177 Phone: 386-312-2359 Email: ntripathi@sjrwmd.com	RECIPIENT Rusella Bowes-Johnson, Project Manager City of Ocala 1805 NE 30th Ave Bldg 600 Ocala, Florida 34470 Phone: 352-351-6772 Email: RJohnson@Ocalafl.gov
--	--

3. ATTACHMENT A — STATEMENT OF WORK, V. TASK IDENTIFICATION AND TIME FRAMES: delete and replace with the following:

The expiration date of this cost-share agreement is September 30, 2025. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Construction	July 15, 2024	September 30, 2025

4. All other terms and conditions of the Agreement, including any prior amendments, are hereby ratified and continue in full force and effect.

DocuSign Envelope ID: 799CD5B7-6F36-4C43-BCF4-3A947D9C5798

WRS/210777

Contract # 37150

Amendment # 3

IN WITNESS WHEREOF, the parties hereto have duly executed this amendment on the date set forth below.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

By: *Mary Ellen Winkler*
Mary Ellen Winkler, J.D., Assistant Executive Director

Date: 2/15/24

CITY OF OCALA

By: *Ken Whitehead*
DocuSigned by:
5077F71E38874F4...
Ken Whitehead Assistant City Manager

Date: 2/12/2024
Typed Name and Title

Attest: *Angel B. Jacobs*
DocuSigned by:
80B3574C28E54A5...
Angel B. Jacobs City Clerk
Typed Name and Title

Kendall Matott
Kendall Matott, J.M., SJRWMD QC Reviewer

Approved as to form and legality:

William Sexton
DocuSigned by:
B07DCFC4E00E429...
City Attorney

Exhibit H - Monitoring Well Depths**CONTRACT# ENG/250268**

Well ID	Use	Total Depth (feet bls)	Casing Depth (feet bls)	Casing Diameter (inches)
TW-1	Pumping	1,277	810	24
UFA MW-1	Monitoring	220	170	4
MCU MW-1a	Monitoring	450	400	6
MCU MW-1b	Monitoring	650	600	6
LFA MW-1	Monitoring	1,292	1,070	6
UFA MW-2	Monitoring	220	170	4
MCU MW-2a	Monitoring	370	320	6
MCU MW-2b	Monitoring	650	600	6
LFA MW-2	Monitoring	1,242	790	6

Certificate Of Completion

Envelope Id: 65D73FB1-CCAD-4FFE-8243-BAD36261BBBD

Status: Completed

Subject: SIGNATURE - Construction Services Agreement for Drilling of Two UFA Wells (ENG/250268)

Source Envelope:

Document Pages: 93

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Porsha Ullrich

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

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

Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: Porsha Ullrich

Location: DocuSign

4/2/2025 10:53:33 AM

pullrich@ocalafl.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

Signer Events

David Webb Jr.

davidwebbjr@allwebbs.com

Vp

All Webb's Enterprises, Inc

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

David Webb Jr.

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Timestamp

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Signed: 4/22/2025 7:46:29 AM

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William E. Sexton, Esq.

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication (None)

Signed by:

William E. Sexton, Esq.

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Electronic Record and Signature Disclosure:

Not Offered via Docusign

Kristen Dreyer

kdreyer@ocalafl.gov

Council President

City of Ocala

Security Level: Email, Account Authentication (None)

Signed by:

Kristen Dreyer

382728BFAF374FC...

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Signature Adoption: Pre-selected Style

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Signed using mobile

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

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Electronic Record and Signature Disclosure:

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/2/2025 10:58:30 AM
Certified Delivered	Security Checked	4/22/2025 7:17:13 PM
Signing Complete	Security Checked	4/22/2025 7:18:02 PM
Completed	Security Checked	4/22/2025 7:18:02 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



CONTRACT# OFR/210734

SECOND AMENDMENT TO COMMUNITY PARAMEDIC PROGRAM AGREEMENT

THIS SECOND AMENDMENT TO COMMUNITY PARAMEDIC PROGRAM AGREEMENT ("Second Amendment") is entered into by and between **CITY OF OCALA, BY AND THROUGH OCALA FIRE RESCUE** a Florida municipal corporation ("City" or "OFR"), and **FLORIDA HOSPITAL OCALA, INC. D/B/A ADVENTHEALTH OCALA**, a not-for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 82-4372339) ("AHO").

WHEREAS, on September 1, 2021, City and AHO entered into a Community Paramedic Program Agreement (the "Original Agreement"), City of Ocala Contract Number: OFR/210734 for a term of one (1) year, from September 1, 2021 to August 30, 2022; and

WHEREAS, on March 20, 2023, City and AHO entered into an Amendment to Community Paramedic Program Agreement extending the term of the Original Agreement from September 1, 2022 to August 30, 2023, and stating that the Parties may agree to enter into additional one year renewal periods for September 1, 2023 to August 31, 2024 and September 1, 2024 to August 31, 2025;

WHEREAS, City and AHO now desire to extend the Original Agreement for a one-year renewal period.

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 AHO agree as follows:

1. **EXTENSION.** The Original Agreement, inclusive of all amendments thereto, is hereby renewed for an additional one-year term beginning **SEPTEMBER 1, 2023** and terminating **AUGUST 31, 2024**.
2. **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 AHO:	Florida Hospital Ocala, Inc. d/b/a AdventHealth Ocala Attn: Fran Crunk 1500 SW 1 st Avenue Ocala, Florida 34471 PH: 352-351-7334 E-mail: fran.crunk@adventhealth.com
------------	--

Copy to:	AdventHealth West Florida Division Attn: Legal Services 14055 Riveredge Drive, Suite 250 Tampa, Florida 33637
----------	--

If to City of Ocala:	Daphne M. Robinson, Contracting Officer City of Ocala 110 SE Watula Avenue, 3 rd Floor Ocala, Florida 34471 PH: 352-629-8343 E-mail: notices@ocalafl.org
----------------------	---

**CONTRACT# OFR/210734**

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

3. **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.
4. **ELECTRONIC SIGNATURE(S).** AHO, 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.
5. **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
 9/21/2023

ATTEST:

DocuSigned by:

Angel B. Jacobs

Angel B. Jacobs
 City Clerk

CITY OF OCALA

DocuSigned by:

James P. Hilty, Sr.

James P. Hilty, Sr.
 City Council President

Approved as to form and legality:

DocuSigned by:

William Sexton

William E. Sexton, Esq.
 City Attorney

**FLORIDA HOSPITAL OCALA
D/B/A ADVENTHEALTH OCALA**

DocuSigned by:

Erika Skula

Erika Skula
 Chief Executive Officer

Certificate Of Completion

Envelope Id: 24B98CDA4C08476CB29D45FB026C0027

Status: Completed

Subject: FOR SIGNATURE - Renewal of Community Paramedicine Program (OFR/210734)

Source Envelope:

Document Pages: 2

Signatures: 4

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

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

Envelope Originator:

Patricia Lewis

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

9/20/2023 1:41:46 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

William Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



B07DCFC4E86E429...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Timestamp

Sent: 9/20/2023 1:51:59 PM

Viewed: 9/21/2023 10:21:35 AM

Signed: 9/21/2023 10:21:41 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

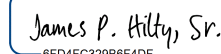
James P. Hilty, Sr.

jhilty@ocalafl.org

President

Security Level: Email, Account Authentication
(None)

DocuSigned by:



6FD4FC329B6F4DF...

Signature Adoption: Pre-selected Style

Using IP Address: 174.212.35.47

Signed using mobile

Sent: 9/21/2023 10:21:42 AM

Viewed: 9/21/2023 10:58:32 AM

Signed: 9/21/2023 10:58:42 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:



8DB3574C28E54A5...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Sent: 9/21/2023 10:58:43 AM

Viewed: 9/21/2023 11:04:23 AM

Signed: 9/21/2023 11:04:47 AM

Electronic Record and Signature Disclosure:

Accepted: 9/21/2023 11:04:23 AM

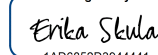
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Erika Skula

erika.skula@adventhealth.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:



1AD6852D394441...

Signature Adoption: Pre-selected Style

Using IP Address: 168.149.138.174

Sent: 9/21/2023 11:04:48 AM

Viewed: 9/21/2023 6:09:05 PM

Signed: 9/21/2023 6:09:31 PM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 9/21/2023 6:09:05 PM ID: 4b997478-bdc2-4007-b5c1-ebb8459ba51b		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/20/2023 1:51:59 PM
Certified Delivered	Security Checked	9/21/2023 6:09:05 PM
Signing Complete	Security Checked	9/21/2023 6:09:31 PM
Completed	Security Checked	9/21/2023 6:09:31 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.



CONTRACT# OFR/210734

THIRD AMENDMENT TO COMMUNITY PARAMEDIC PROGRAM AGREEMENT

THIS THIRD AMENDMENT TO COMMUNITY PARAMEDIC PROGRAM AGREEMENT ("Third Amendment") is entered into by and between **CITY OF OCALA, BY AND THROUGH OCALA FIRE RESCUE**, a Florida municipal corporation ("City" or "OFR"), and **FLORIDA HOSPITAL OCALA, INC. D/B/A ADVENTHEALTH OCALA**, a not-for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 82-4372339) ("AHO").

WHEREAS, on August 30, 2021, City and AHO entered into a Community Paramedic Program Agreement (the "Original Agreement"), City of Ocala Contract Number: PWD/210734 for a term of one (1) year, from September 1, 2021 to August 30, 2022; and

WHEREAS, on March 20, 2023, City and AHO entered into an Amendment to Community Paramedic Program Agreement ("First Amendment") extending the term of the Original Agreement from September 1, 2022 to August 30, 2023, and stating that Agreement may be extended by additional one-year renewal periods upon written agreement between both parties; and

WHEREAS, on September 21, 2023, City and AHO entered into a Second Amendment to Community Paramedic Program Agreement ("Second Amendment") extending the term of the Original Agreement from September 1, 2023 to August 30, 2024; and

WHEREAS, City and AHO now desire to extend the Original Agreement, as amended, for an additional one-year renewal period from September 1, 2024 to August 31, 2025;

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 AHO agree as follows:

1. **EXTENSION.** The Original Agreement, inclusive of all amendments thereto, is hereby renewed for an additional one-year term beginning **SEPTEMBER 1, 2024** and terminating **AUGUST, 31, 2025**. This Agreement may be renewed for additional **ONE (1) YEAR** periods by written consent between City and AHO.
2. **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 AHO:

Florida Hospital Ocala, Inc.
d/b/a AdventHealth Ocala
Attn: Fran Crunk
1500 SW 1st Avenue
Ocala, Florida 34471
PH: 352-351-7334
E-mail: fran.crunk@adventhealth.com

Copy to:

AdventHealth West Florida Division
Attn: Legal Services
14055 Riveredge Drive, Suite 250
Tampa, Florida 33637



CONTRACT# OFR/210734

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.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

3. **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.
4. **ELECTRONIC SIGNATURE(S).** AHO, 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.
5. **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.]



CONTRACT# OFR/210734

IN WITNESS WHEREOF, the parties have executed this Third Amendment effective
12/6/2024

ATTEST:

Signed by:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:

Barry Mansfield

Barry Mansfield
City Council President

Approved as to form and legality:

Signed by:

William E. Sexton, Esq.

William E. Sexton, Esq.
City Attorney

**FLORIDA HOSPITAL OCALA
D/B/A ADVENTHEALTH OCALA**

Signed by:

Fran Crunk

By: Fran Crunk
(Printed Name)

Title: Chief Financial Officer
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: 1C896B5F-589A-4CA8-9810-F7790D87C6CB

Subject: SIGNATURE - Amendment 3 - Renewal - Community Paramedic Program (OFR 210734)

Source Envelope:

Document Pages: 3

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Completed

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

11/22/2024 1:20:58 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Patricia Lewis

plewis@ocalafl.org

Pool: StateLocal

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Location: DocuSign

Signer Events

William E. Sexton, Esq.

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

William E. Sexton, Esq.

B07DCFC4E86E429...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Timestamp

Sent: 11/22/2024 1:23:00 PM

Viewed: 11/22/2024 2:58:24 PM

Signed: 11/22/2024 2:58:32 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Barry Mansfield

bmansfield@ocalafl.org

Council President

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Barry Mansfield

550E4A5AC2B44F7...

Signature Adoption: Pre-selected Style

Using IP Address: 108.144.8.37

Signed using mobile

Sent: 11/22/2024 2:58:33 PM

Viewed: 11/27/2024 12:13:17 PM

Signed: 11/27/2024 12:13:26 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: 11/27/2024 12:13:27 PM

Viewed: 11/27/2024 1:05:38 PM

Signed: 11/27/2024 1:05:51 PM

Electronic Record and Signature Disclosure:

Accepted: 11/27/2024 1:05:38 PM

ID: d971caf2-d203-46ac-ad54-cfd68b249add

Fran Crunk

fran.crunk@adventhealth.com

Chief Financial Officer

Security Level: Email, Account Authentication
(None)

Signed by:

Fran Crunk

F9F4818EE722477...

Signature Adoption: Pre-selected Style

Using IP Address: 170.85.132.90

Sent: 11/27/2024 1:05:53 PM

Viewed: 11/30/2024 12:27:35 AM

Signed: 12/6/2024 3:32:54 PM

Electronic Record and Signature Disclosure:

Accepted: 11/30/2024 12:27:35 AM

ID: 569876b7-5aa1-4c74-960a-35e39054cf7c

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	11/22/2024 1:23:01 PM
Certified Delivered	Security Checked	11/30/2024 12:27:35 AM
Signing Complete	Security Checked	12/6/2024 3:32:54 PM
Completed	Security Checked	12/6/2024 3:32:54 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.

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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.