

AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this “Agreement”) made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as “COUNTY”) and **D.H. Pace Company, Inc.**, located at 1901 East 119th Street, Olathe, KS 66061, possessing FEIN# 43-1012574 (hereinafter referred to as “FIRM”) under seal for the Bay Doors Annual Inspections, Maintenance and Repairs, (hereinafter referred to as the “Project”), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as “Party”, collectively “Parties”) hereto agree as follows:

Section 1 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Solicitation #26B-075 - Bay Doors Annual Inspections, Maintenance and Repairs, the Offer, Scope and/or Specifications, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, and Certificates of Insurance.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 2 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

Section 3 - Term. This Agreement shall **commence July 1, 2026** and with Board of County Commissioner’s approval and be in effect through June 30, 2028. Two (2) additional two (2) year renewals are available upon mutual agreement and approval of the Board. (“Term”) **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work will proceed in a timely manner without delays

Section 4 – Scope of Services. As per specifications and requirements of 26B-075, FIRM shall provide complete Professional Services as stated in the Exhibit A - Scope of Work, hereto, “the Work.”

Section 5 – Compensation. COUNTY shall make payment to FIRM under COUNTY’s established procedure, upon completion of the Work, per the rates set forth in Exhibit B – Schedule of Values. There shall be no provisions for pricing adjustments. FIRM agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, and in acceptable condition.

Section 6 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 7 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 8 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 9 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 10 – Public Records Compliance

IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

FIRM shall comply with public records laws, specifically:

Keep and maintain public records required by COUNTY to perform the Work;

Upon request from COUNTY’s custodian of public records, provide COUNTY 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;

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 Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,

Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY’s custodian of public records, in a format that is compatible with the information technology systems of COUNTY. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 11 – Indemnification. FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY’s waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

Section 12 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director’s address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.

The FIRM, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

In the event the FIRM does not own vehicles, the FIRM shall 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.

Section 13 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 14 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 15 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 16 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 17 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 18 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees. COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.

FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.

If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.

If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for at least one (1) year after the date of termination.

FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection. Any such termination under this subsection is not a breach of this Agreement and may not be considered as such. FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and making such records available to COUNTY or other authorized governmental entity.

To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 19 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

Section 20 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hard copy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 21 – FIRM Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

Courtesy and Respect: COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.

Language and Behavior: FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Rough housing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.

No Weapons, Alcohol, or Drugs: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.

Smoking: FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.

Fraternization: FIRM and its employees may not fraternize or socialize with COUNTY staff.

Appearance: FIRM and its employees are required to wear appropriate workwear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 22 – Authority to Obligate. 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 bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 23 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents 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. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

Section 24 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:

a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or

- b. Engaged in business operations in Cuba or Syria.
- 2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.
- B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.
 - 1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
 - 2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
 - 3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
 - 4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
 - 1. Was entered into or renewed on or after July 1, 2018, and
 - 2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 25 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement. This section shall survive the termination of the Agreement.

Section 26 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties’ compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 27 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: EXHIBIT A - Work for the project.

Section 28 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM’s and COUNTY’s representatives and addresses for notice purposes are:

FIRM: D.H. Pace Company, Inc.
1901 East 119th Street, Olathe, KS 66061
CONTACT PERSON: Rex Newcomer | Phone: (407) 563-3668

COUNTY: Marion County Facilities Management
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: Ryan.DiCocco@dhpac.com and Mitch.Seymour@dhpac.com. Designation signifies FIRM's election to accept notices solely by e-mail.

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EXHIBIT A - Scope of Work

Scope of Work for Bay Doors Annual Inspections, Maintenance and Repairs

Facilities Management solicited bids for the annual maintenance inspections of bay doors, and for repairs as needed. The contract term shall be for two (2) years with two, two-year renewal options.

SECTION 1 - QUALIFICATIONS

- 1.1 All Contractor's employees performing work under the contract shall be properly trained, qualified and certified to conduct annual bay door inspections and related maintenance.
- 1.2 The Contractor shall comply with all applicable safety regulations, follow industry safety standards, and use only industry-approved safety equipment while performing services.

SECTION 2 – SCOPE AND INTENT

- 2.1 Contractor shall provide annual maintenance inspections, and repair services for all bay doors at County facilities. A list of County buildings is provided with this scope of work. Sites may be added to or removed from the contract during the contract period at the County's discretion.
- 2.2 The Contractor shall provide pricing for:
 - Annual inspections and maintenance for electric bay doors
 - Annual inspections and maintenance for manual bay doors
 - Service and emergency call repairs
- 2.3 The Contractor shall furnish all transportation, labor, equipment, materials, tools, and all services necessary to inspect, maintain, repair, or replace bay doors throughout the contract period.
- 2.4 The Contractor shall not perform work at any location not listed in the approved facility list without prior authorization from the designated County representative via email.
- 2.5 The County reserves the right to repair doors and gates associated with this contract at its discretion without any recourse of action.
- 2.6 Emergency Repairs - Requests for emergency services shall be verbally acknowledged and confirmed by the Contractor within two (2) hours of notification. The Contractor shall initiate a response to such emergency service requests within four (4) hours of notification.
- 2.7 If emergency repairs cannot be completed within the initial response time, the Contractor shall make every reasonable effort to perform temporary or limited repairs sufficient to maintain effective operation until permanent repairs can be completed. Affected door(s) shall be secured in the closed position until permanent repairs are made. Any broken

glass shall be removed and the opening properly secured to ensure safety and to secure the fire station.

SECTION 3 – REQUIREMENTS

- 3.1 The Contractor shall be available to provide service seven (7) days a week, 24 hours a day, including emergency services.
- 3.2 The Contractor shall notify Facilities Management when repairs are required. The Contractor is authorized to perform repairs with a total cost not to exceed \$500, inclusive of labor and materials, without prior written approval. Any repair work exceeding \$500 shall require prior written approval from Facilities Management or designee via email before such work is performed.
- 3.2 The Contractor shall perform all services without the use of subcontractors.
- 3.3 For security reasons, all contractors' personnel must have uniform and employee badge, so they are always easily recognizable while on the property.
- 3.4 Scheduling - The Contractor shall submit an inspection schedule monthly. The county's designated staff representative shall review and confirm the schedule with the Contractor, via email. The Marion County holiday schedule will be provided during the award meeting.
- 3.5 The Contractor shall provide Facilities Management the contact information of the designated staff members who will serve as a point of contact between the Contractor and Facilities Management during the award meeting.
- 3.5 Facilities Management reserves the right to schedule quarterly meetings as needed to discuss any related topics associated with the contract.
- 3.6 All "full units", or complete doors, come with a 1 year workmanship and standard factory warranty that varies mfg to mfg. This includes complete doors and operators when properly maintained. Small parts, of electrified components, is 30 days.

SECTION 4 – SPECIFICATIONS

- 4.1 **Work Hours** - Work shall be performed during regular business hours, Monday through Friday, from 8am to 5pm with the following exceptions: Library locations require that all services be completed before the facility opens at 10am; and exemptions from standard work hours may be granted for Fire Station locations with prior approval.
- 4.2 There are certain buildings that require the Contractor's technician to be escorted by designated personnel. The list of locations identifies those buildings with an asterisk by the Department's name. Arrangements will be made in advanced and communicated to the Contractor prior to the inspection date.
- 4.3 The Contractor is responsible for legibly numbering bay doors where a number is missing.

4.4 **ANNUAL MAINTENANCE INSPECTION CHECKLIST** - The contractor shall complete an annual maintenance inspection checklist at the time services are performed.

The checklists and repair reports shall include:

- A description of the work performed.
- A signature and printed name of County staff that's confirming services rendered.
- If the Contractor is unable to obtain a signature, a picture of the service location shall be included with the inspection checklist to confirm services were rendered.
- The checklist and the picture, when applicable, shall be submitted with the corresponding invoice.

4.5 The Annual Maintenance Inspection Checklist shall include, but not be limited to, the following:

- Inspect springs and cables for correct tension and wear, adjust as needed
- Inspect all bearings and rollers and lubricate
- Inspect gear and chains
- Inspect tract for proper alignment and adjust as needed
- Inspect hardware, hinges, and lock system
- Inspect top, bottom, and side weather seal
- Inspect all windows and seals
- Apply correct lubricant to all moving parts and adjust
- Check and adjust all safety devices
- Remote control inspection and adjustments and replace batteries
- Lift motor inspection and service
- Doors need to be leveled

4.6 The Contractor shall provide parts and repairs for all bay door windows and seals. Any damage by the Contractor to bay door windows or seals shall be repaired or replaced at no cost to the County.

4.7 All replacement parts shall be new original equipment manufacturer (OEM) parts or County approved alternatives, and the use of remanufactured parts requires prior approval from the County. Replacement parts shall match existing equipment and hardware as closely as possible, except in the case of temporary emergency repairs. Additionally, all replacement doors, parts and repairs must comply with current Marion County wind load and building code requirements.

4.8 For all service repairs, the Contractor shall notify a staff member at the Facilities Management and Fire Rescue Support Services when a technician is enroute and provide an estimated time of arrival within 30 to 60 minutes to coordinate access to the building.

4.9 The Contractor shall notify when work is completed or if delays occur. Email communication is acceptable for required notifications. The email addresses for

Facilities Management and Fire Rescue Support Services will be provided at the award meeting.

SECTION 6 – PAYMENT

- 6.1 All invoices, including completed inspection checklists and supporting documentation, shall be submitted to procurementinvoices@marionfl.org.
- 6.2 The designated County staff representative shall be copied on all payment submissions.
- 6.3 With prior approval, the Contractor may be reimbursed for equipment rental, permits and specialty equipment rental upon submission of proof of receipt.
- 6.4 All reimbursable items must be itemized in the proposal.

DRAFT

LOCATIONS FOR ANNUAL INSPECTIONS ON OVERHEAD DOORS	ADDRESS	MANUAL DOORS	ELECTRIC DOORS	HURRICANE SHUTTERS & FIRE DOORS	Last Inspection Date
NOTE: Locations with an Asterisk (*) need escorting.					
Agriculture Center	2232 NE Jacksonville Rd., Ocala, FL 34470	15	0		Aug-25
Belleview Sports Plex	6501 SE 107th St., Belleview, FL 34420	5	0		Jan-26
Brick City Park	1211 SE 22nd Rd., Ocala, 34471	2	0		Jan-26
Carney Island Park	13275 SE 115th Ave., Ocala, FL 32179	9	0		Jan-26
Central Shop	2602 SE 8th St., Ocala, FL 34471	1	0		Jan-26
*Clerk Annex	19 N Pine Ave., Ocala, FL 34475	2	0		Dec-25
* Clerks Records Center	870 NW 4th Ave., Ocala, FL 34475	1	1	2 Fire doors	Dec-25
Coehadjoe Park	4225 NE 35th St., Ocala, FL 34479	1	0		Jan-26
*Facilities Jail Maintenance	3290 NW 10th St., Ocala, FL 34475	0	1		Nov-25
Facilities Management	2602 SE 8th St., Ocala, FL 34471	4	0		Dec-25
Fleet Fire Shop location	3240 SE Maricamp Rd., Ocala, FL 34471	12	0		Aug-25
Fleet Heavy Shop location	3240 SE Maricamp Rd., Ocala, FL 34471	10	0		Aug-25
Fleet Light Shop location	3240 SE Maricamp Rd., Ocala, FL 34471	3	5		Aug-25
Fleet Welding Shop location	3240 SE Maricamp Rd., Ocala, FL 34471	1	0		Aug-25
Fleet Lube Shop	3240 SE Maricamp Rd., Ocala, FL 34471	2	0		Aug-25
Hog Valley SW	23621 NE 160th Ave Rd., Ft McCoy, FL 32134	4	0		Jan-26
* Jail Booking Overhead	3290 NW 10th St., Ocala, FL 34475	3	0		Nov-25
* Jail Car Wash Building	3290 NW 10th St., Ocala, FL 34475	1	0		Nov-25
* Jail Kitchen & Laundry	3290 NW 10th St., Ocala, FL 34475	1	1		Nov-25
* Jail Video Visitation Room	3290 NW 10th St., Ocala FL 34475	1	0		Nov-25
* Judicial Center	110 NW 1st Ave., Ocala, FL 34475	3	2	24 Hurricane shutter	Dec-25
* Judicial Center Parking Garage	110 NW 1st Ave., Ocala, FL 34475	0	3		Dec-25
K.P. Hole	9425 SW 190th Ave. Rd., Dunnellon, 34432	2	0		Jan-26
* Library Headquarters	2710 E Silver Springs Blvd., Ocala, FL 34471	0	1	4 Fire Doors - Lift needed	Aug-25
Ralph Russell Ball Fields	1690 Pine Rd., Silver Springs Shores, 34472	3	0		Jan-26
Rotary Sportsplex	5220 SE Maricamp Rd., Ocala, FL 34472	17	0		Mar-26
* Sheriff Forensics	3290 NW 10th St., Ocala FL 34475	0	4		Nov-25
* Sheriff Operations & Evidence & Old Gym	3290 NW 10th St., Ocala FL 34475	0	2		Nov-25
* Sheriff Warehouse	3290 NW 10th St., Ocala FL 34475	5	2		Nov-25
* Sheriff Fleet	3290 NW 10th St., Ocala FL 34475	0	11		Nov-25
Shocker Park	2371 SE 44th Ct., Ocala, FL 34471	5	0		Jan-26
* Supervisor of Elections	981 NW 16th St., Ocala, FL 34470	4	0		Dec-25
Tax Collector/Property Appraiser	503 SE 25th Ave., Ocala, FL 34471	2	0		Dec-25
Veterans Park	2601 E Ft. King St., Ocala, FL 34471	2	0		Jan-26
Wrigley Field	405 E Hwy 316, Citra, FL 32113	20	0		Jan-26

LOCATIONS FOR ANNUAL INSPECTIONS ON OVERHEAD DOORS	ADDRESS	MANUAL DOORS	ELECTRIC DOORS	HURRICANE SHUTTERS & FIRE DOORS	Last Inspection Date
		141	33	30	
FIRE RESCUE - The Fire Dept. pays for their location's Inspections & Repairs.	ADDRESS	MANUAL DOORS	ELECTRIC DOORS	HURRICANE SHUTTERS & FIRE DOORS	Last Inspection Date
Fire Logistics Warehouse 2(Fire) & 3(EMS)	981 NE 16th St., Ocala, FL 34470	1	3		May-25
Fire Rescue Warehouse	493 Oak Rd., Ocala, FL 34472	3			
Anthony Fire Station #1	3199 NE 70TH St., Ocala, FL 34479	0	6		Mar-26
Citra Fire Station #2	2189 NE 180th Ln., Silver Springs, FL 34488	0	6		May-25
Dunnellon Fire Station#3	20612 W Pennsylvania Ave., Dunnellon, FL 34431		2		
East Marion Fire Station #4	16004 E Hwy 40, Silver Springs, FL 34488	0	6		May-25
Florida Highlands Fire Station #5	9972 SW 155th St., Dunnellon, FL 34432	5	0		May-25
South Forest Fire Station #6	15490 SE 182nd Ave Rd., Umatilla, FL 32784	0	4		May-25
Ft. McCoy Fire Station #7	11575 NE 146th Place, Ft McCoy, FL 32134	0	6		Jan-26
Orange Lake Fire Station #9	18945 N. US Hwy 441, Reddick, FL 32686	0	7		Mar-25
The Villages Fire Station # 10	8220 SE 165th Mulberry Ln., The Villages, FL 32162	0	6		May-25
North Marion Fire Station #11	12250 NW Gainesville Rd. - Reddick, FL 32686	0	4		Mar-25
Meadowood Farms Fire Station #12	120 NW 110th Ave., Ocala, FL 34482	0	4		Mar-25
Orange Springs Fire Station #13	23520 NE Hwy 315, Ft. McCoy, FL 32134	0	3		May-24
Rainbow Lakes Estates Station #14	3105 SW Ivy Plc., Dunnellon, FL 34432	4	4		May-25
Salt Springs Fire Station #15	14463 NE 250th Ave., Salt Springs, FL 32134	0	4		Jan-26
Shady Fire Station #16	7151 S. Magnolia Ave., Ocala, FL 34476	0	6		Aug-25
Silver Springs Shores Fire Station #17	2122 Pine Rd., Ocala, FL 34472	0	6		Feb-26
Belleview Fire Station #18	11941 SE 55th Ave Rd., Belleview, FL 34420	0	6		Jul-25
Sparr Fire Station #19	13323 NE Jacksonville Rd., Citra, FL 32113	0	6		Mar-26
Golden Ocala Fire Station #20	3600 NW 70th Ave. Rd., Ocala, FL 34482	0	8		Feb-26
Friendship Fire Station #21	7884 SW 90th St., Ocala, FL 34476	0	6		Aug-25
Rainbow Springs Fire Station #22	19995 SW 86th St. Suite 001, Dunnellon, FL 34431	0	6		Jun-25
Fire Station #23	8526 SW 49th Ave., Ocala, FL 34471	1	0		n/a
Marion Oaks Fire Station #24	102 Marion Oaks Ln., Ocala, FL 34473	0	6		Aug-25
Lake Tropicana Fire Station #25	17700 SW 36th Loop, Dunnellon, FL 34432	3	1		May-25

LOCATIONS FOR ANNUAL INSPECTIONS ON OVERHEAD DOORS	ADDRESS	MANUAL DOORS	ELECTRIC DOORS	HURRICANE SHUTTERS & FIRE DOORS	Last Inspection Date
Electra Fire Station #26	5420 SE 180th Ave. Rd., Ocklawaha, FL 32179	0	6		May-25
Weirsdale Fire Station #27	16355 S. Hwy 25, Weirsdale, FL 32195	0	6		Jul-25
Rolling Green Fire Station #28	5907 Cherry Road, Ocala, FL 34472	0	6		Feb-26
Spruce Creek Fire Station #30	7900 SE 135th St., Summerfield, FL 34491	0	6		Jul-25
Ray Lloyd Jr. Fire Station #31	11240 SW Hwy 484, Dunnellon, FL 34431	0	6		Jul-25
Liberty Fire Station #32	11350 SW 49th Ave., Ocala, FL 34476	0	4		May-25
Fire Operations	3230 SE Maricamp Rd., Ocala, FL 34471	1	0		May-25
EMS Central Station	1400 SW 6th Ave., Ocala FL 34471	0	12		n/a
Lake County Medical Examiners	809 Pine St., Leesburg FL 34748		2		n/a
	Fire Totals	18	164		
	ESTIMATED GRAND TOTALS	159	197	30	

Updated 3.9.26

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Bay Doors Annual Inspections and Repairs

<u>DESCRIPTION</u>	UNIT COST
Manual Door Annual Inspection & Maintenance	\$50
Electric Door Annual Inspection & Maintenance	\$50
Hurricane Annual Inspection & Maintenance	\$50
Fire Door Annual Inspection & Maintenance	\$50
<u>Service and Emergency Calls</u>	
Standard Hourly Rate (Monday – Friday 8am-5pm)	\$125
After Hours/Emergency Hourly Rate	\$175
Parts – Markup Percentage Over List Price (Original invoice for parts shall be submitted with invoice)	25%

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