

FIRST AMENDMENT TO AGREEMENT FOR LANDSCAPING AND GROUNDS MAINTENANCE SERVICES - OCALA INTERNATIONAL AIRPORT TERMINAL

THIS FIRST AMENDMENT TO AGREEMENT FOR LANDSCAPING AND GROUNDS MAINTENANCE SERVICES - OCALA INTERNATIONAL AIRPORT TERMINAL ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **SOUTHERN LAWN CARE MID FLORIDA, INC**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 27-4898723) ("Contractor").

WHEREAS, on March 26, 2024, City and Contractor entered into an Agreement for Landscaping and Grounds Maintenance Services – Ocala International Airport Terminal (the "Original Agreement"), City of Ocala Contract Number: AIR/240383 for a term of two (2) years from April 1, 2024, to March 31, 2026; and

WHEREAS, City and Contractor now desire to amend the Original Agreement to reflect an increase in mowing frequency as detailed in the Scope of Work attached to the Original Agreement as **Exhibit A – Scope of Work**.

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

- 1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
- 2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
- 3. **AMENDMENT TO EXHIBIT A SCOPE OF WORK**. The document attached to the Original Agreement as Exhibit A Scope of Work is hereby deleted in its entirety and replaced with the document attached as **Exhibit A Scope of Work**.
- 4. COMPENSATION. City shall pay Contractor an amount no greater than <u>TWENTY-TWO</u> <u>THOUSAND</u>, <u>THREE HUNDRED TWENTY AND 00/100 DOLLARS (\$22,320)</u> (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 <u>Exhibit A Scope of Work</u>.
- 5. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Southern Lawn Care Mid Florida, Inc.

Attention: Tim McQuaig 13900 NE 41st Terrace, Anthony, Florida 32617 Phone: 352-304-3921

E-mail: kawboy32x@gmail.com

CONTRACT# AIR/240383



If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer

City of Ocala

110 SE Watula Avenue, 3rd Floor

Ocala, Florida 34471 Phone: 352-629-8343

E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney

City of Ocala

110 SE Watula Avenue, 3rd Floor

Ocala, Florida 34471 Phone: 352-401-3972

E-mail: cityattorney@ocalafl.gov

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

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



IN WITNESS WHEREOF, the parties have exc	ecuted this First Amendment on12/30/2024
ATTEST:	CITY OF OCALA
Angel B. Jacob	Peter Lee City Manager
Approved as to form and legality:	SOUTHERN LAWN CARE MID FLORIDA, INC.
William E. Sexton, Eq. City Attorney	The MEWILE ST SECTION YERSON
	By:(Printed Name)
	Title: President (Title of Authorized Signatory)

BACKGROUND

- 1. The City of Ocala requires the services of an experienced vendor to provide Airport Terminal Landscaping Services supporting the Ocala International Airport.
- **2. MANDATORY PRE-BID MEETING:** Refer to the listing for the pre-bid meeting date, time, and location.

EXPERIENCE REQUIREMENTS

1. **Experience Requirement:** Bidder must possess three (3) years experience in providing professional landscaping services.

INSURANCE REQUIREMENTS

NOTE: STANDARD INSURANCE REQUIREMENTS include General & Auto Liability and Workers Comp.

- 1. **Commercial General Liability:** with limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.
- 2. **Commercial Automotive Liability:** a combined limit of not less than \$1,000,000.
- 3. Workers' Compensation and Employer's Liability: per Florida statutory requirements.

CONTRACT TERM/DELIVERY TIMELINE

- 1. **Term:** The resulting contract will be for an initial term of two (2) years with up to two (2) additional one-year (1-year) renewals.
- 2. **Renewals:** Two (2) optional, one-year renewal term periods by written consent between city and vendor.
- 3. **Escalation:** Any price increase for contract renewal will be subject to negotiation as approved by the City of Ocala. In no case will the increase exceed three percent (3%) annually unless there are mitigating market conditions. Prices increases shall be based on the CPI-U and Vendor must submit their request for an increase with CPI justification at least 90 days prior to the end of the current term.

PROJECT SUMMARY, DELIVERABLES AND HOURS

Project Summary: The Vendor will be required to perform the following services for the City of Ocala:

Vendor will provide mowing and landscaping services for the Ocala International Airport, located at 1770 SW 60th Avenue, Suite 600, Ocala, Florida 34474. These services will cover the airport terminal grounds as identified in the airport terminal mowing and landscape area diagram as shown in **Exhibit C**. All work shall be coordinated with City Project Manager Michael Baker, 352-572-0492, e-mail: mabaker@ocalafl.gov.

Deliverables: N/A

Working Hours: Airport Terminal Landscaping services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Vendor shall perform services in compliance to the Service Hours and mowing Frequency in Exhibit A – Scope of Work. Vendor shall provide 48-hour advance notice to City Project Manager for work outside normal shift hours. The city may decline the request.

VENDOR EMPLOYEES AND EQUIPMENT

- 1. Vendor shall Determine staffing levels by the services outlined in this Agreement. The number of staff assigned should be based on the number of hours recommended by the industry standard for the services outlined herein.
- 2. The Vendor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
- 3. Vendor shall ensure that satisfactory standards are maintained with regards to employees' competency, conduct, appearance, and integrity, at the discretion of the City.
- 4. Vendor shall provide all management, tools, equipment, supplies, and labor necessary to ensure landscaping services are performed in a manner that will maintain a satisfactory facility condition and present a clean, neat and professional appearance.
- 5. Vendor must provide at least one member of staff that is able to communicate effectively in English, both verbally and in writing.
- 6. The Vendor shall provide an assigned Project Manager, who will be the primary point of contact. Vendor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
- 7. At the request of the City, the Vendor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Vendor must each be promptly notified by the other of any complaints received.
- 8. The employees of the Vendor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
- 9. Vendor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
- 10. No smoking is allowed on City property or projects.
- 11. Vendor must possess/obtain all required equipment and supplies to perform the work. A list of equipment shall be provided to the City upon request.
- 12. Vendor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Vendor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
- 13. Under no circumstances, or for any reason, shall Vendor, its employees, agents, or representatives ever dispose of any flammable, toxic, or caustic materials into any City-provided container, or in, or upon, City property. Should Vendor knowingly violate the terms of this provision, Vendor shall be held liable for the cost of the timely and proper and legal disposal of said material(s). Further, Vendor shall be held liable for any monetary or other penalty imposed upon the City, and for remediation of any property damage caused by said disposal.
- 14. If the Vendor is advised to leave a property by the property owner or their representative, the Vendor shall leave at once without altercation. Vendor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.

- 15. The Vendor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract
- 16. All company vehicles must have a visible company name/logo on the outside of the vehicle.
- 17. Data collected by the Vendor 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.
- 18. The Vendor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.

CITY OF OCALA RESPONSIBILITIES

- 1. The City of Ocala will furnish the following to the Vendor for the performance of services:
 - A. Access to City/Airport buildings and facilities to perform the work.
 - B. Mulch for distribution by vendor when directed by the city.
- 2. The City reserves the right to purchase any materials for the Vendor to use. The Vendor shall not charge a mark-up fee for material furnished by the City.

VENDOR RESPONSIBILITIES

Mowing and Landscaping Services

1. Vendor shall mow all grassed areas in accordance with the frequency indicated below:

Airport Terminal Mowing Frequency		
Month	Cuts	
January	2	
February	2	
March	2	
April	2	
May	2	
June	4	
July	4	
August	4	
September	4	
October	2	
November	2	
December	2	
Annual Total	32	

- 2. Contractor shall mow grass to a height of two inches (2") for Bahia grass and four inches (4") for St. Augustine grass.
- 3. City does not include an allowance for delays caused by the effects of inclement weather. City may grant time extensions, on a case-by-case basis, for delays caused by the effects

- of rains or other inclement weather conditions. No additional compensation will be made for delays caused by inclement weather.
- 4. Proper equipment must be used to mow mounds to prevent scalping, rutting, or cutting off top of slopes with mowing equipment, causing soil erosion. For all locations, batwing bush hog type equipment may be used in open areas.
- 5. All equipment must be properly maintained with sharp blades, so the grass is cut and not torn, so as to prevent damage to the grass plants.
- 6. Contractor must pick up trash and debris in and around the area to be mowed (including fence lines) before mowing and properly dispose of it so it is not chopped up by mower. Contractor is responsible for leaving the area with a clean (free of trash and debris) and neat (even cut and no clumps of grass remaining in the mowed areas) appearance. All mowed areas will be inspected by the City Project Manager or designee.
- 7. Contractor will be responsible for all damage caused while performing grounds maintenance services including, but not limited to, damage to any water sprinkler systems, lighting/electrical equipment, shrubs, trees, fences, gates, etc. Contractor shall report all damage to the City Project Manager. The City Project Manager, in his or her sole discretion, will inspect and render a final decision as to the replacement and/or repairs that will be necessary. All replacements and/or repairs will be performed by Contractor at no additional cost to the City. Any damaged ground sprinklers must be repaired immediately to ensure compliance with water conservation regulations.
- 8. Backflow assembly units are located in various areas throughout the City. In the event a backflow assembly unit is damaged or destroyed by the Contractor, the Contractor shall be liable for all damages and shall be responsible for any costs associated with the repair or replacement of the unit(s). Contractor employees shall at all times have a wrench in their possession to shut off the water should damage occur.
- 9. No air blowers shall be used to blow grass debris into roadways. Grass clippings shall be blown away from roadways, but not into retention ponds. All cuttings must be kept off of streets and sidewalks.

Definitions:

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

Terminal Landscaping Care & Maintenance

- Hedges Contractor shall trim tops sides and bottoms of all hedges to maintain a
 manicured appearance. Remove all organic debris from the site, to include: clippings,
 dead leaves, broken branches and twigs. Contractor shall properly dispose of these items.
 Hedge trimming must be done once every month in accordance with the maintenance
 recommendation for the plant species as identified in Exhibit D Landscape Plan.
- 2. <u>Landscape Plantings</u> Contractor shall perform care and maintenance of the terminal area landscape plantings in accordance with the recommended maintenance as identified for each plant species in **Exhibit D Landscape Plan**. Contractor shall perform trimming and weeding of the landscaping plants once each month. Remove all organic debris from the site, to include: clippings, dead leaves, broken branches and twigs. Contractor shall properly dispose of these items.
- 3. When using chemicals to treat fence lines, a three-inch swath (3") shall be sprayed on each side of the fence to maintain grass and weed control. Once the vegetation has been treated with chemicals, the dead grass, weeds, and vines shall be removed with a weed-eater or similar device down to ground level and the remaining dead vegetation removed from the fence.
- 4. A one (1) foot diameter area from the base of trees, poles, and guy wires shall be maintained when trimming. Chemically kill or retard the growth directly under trees using Roundup or other suitable and equally effective herbicide. When chemically trimming around trees, special care must be given as not to spray the suckers growing from the ground around the tree; this may damage or kill the tree. Removal of the bark greater than twenty-five percent (25%) of the diameter of the tree would need to be replaced. This is common around Crape Myrtles and not normally found around oaks and other common hardwood trees.
- 5. Sidewalks shall be edged. Where there are cracks in the sidewalks with grass and weeds growing through the cracks, the vegetation shall be sprayed with an approved herbicide. After the vegetation is dead, it must be removed with a weed-eater or similar string device.

SAFETY

- 1. The Vendor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
- 2. In no event shall the City be responsible for any damages to any of the Vendor's 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 Vendor's responsibility.
- 4. Vendor shall furnish Safety Data Sheets (SDS) on all products used in each City facility serviced by Vendor. The SDS must be kept with all products used at each individual location. Vendor shall be held responsible for any chemical product damage to any person and/or property due to negligence on the part of the Vendor, Vendor's employees, agents or representatives.

WARRANTY

INVOICING

- 1. All original invoices will be sent to: Michael Baker, Project Manager, Airport Department, 1770 SW 60th AVE, STE 600, Ocala FL 34474 email: mabaker@ocalafl.gov and dlibera@ocalafl.gov
- 2. Vendor will invoice at least once a month. All monthly invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date.
- 3. All invoices must include the dates and times of services performed for that period.

PRICING AND AWARD

- 1. Bidder must upload a completed Price Proposal with their response.
- 2. Bidder must bid on all line items, with the exception of optional items.
- 3. The quantities in Price Proposal are estimated based upon past annual usage and should not be construed as guaranteed minimums.
- 4. Bids will be received on a unit price basis. The City will pay the Vendor only for the actual units that the Vendor provides, installs, or constructs.
 - OR Bids will be received on a lump sum basis. Lump sum amount must include all direct and indirect costs to complete the project.
- 5. Award will be made to the lowest bidder meeting all requirements outlined herein.
- 6. Sample project(s) will be used to determine the low bidder. The project(s) will be selected prior to the bid opening and will be revealed and made available to vendors at the bid opening. The unit pricing from each vendors' bid and will be priced out with the sample project(s) to determine the low bidder. The award of this contract will be based on the bidder whose pricing has the lowest total cost for all the sample project(s) combined.



Certificate Of Completion

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April Adolf

110 SE Watula Avenue City Hall, Third Floor Ocala, FL 34471

aadolf@ocalafl.gov

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TIM MCQUAIG

kawboy32x@gmail.com

President

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TIM MCQUAIG

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William E. Sexton, Esq. wsexton@ocalafl.org

City Attorney City of Ocala

Security Level: Email, Account Authentication

(None)

William E. Sexton, Esq.

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Peter Lee

plee@ocalafl.org City Manager

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:

Angel B. Jacobs 8DB3574C28E54A5...

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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/19/2024 11:05:15 AM
Certified Delivered	Security Checked	12/30/2024 9:44:50 AM
Signing Complete	Security Checked	12/30/2024 9:45:13 AM
Completed	Security Checked	12/30/2024 9:45:13 AM
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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