



FIRST AMENDMENT TO AGREEMENT FOR JANITORIAL SERVICES - OCALA INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT TO AGREEMENT FOR JANITORIAL SERVICES – OCALA INTERNATIONAL AIRPORT ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **SERVIAMIGOS SOLUTIONS, LLC.**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 82-4114729) ("Vendor").

WHEREAS, on May 13, 2024, City and Vendor entered into an Agreement for Janitorial Services – Ocala International Airport (the "Original Agreement"), City of Ocala Contract Number: AIR/240384, and, due to the termination of the lowest bidder's contract, Vendor agreed to provide janitorial services for the remainder of the Original Agreement term; and

WHEREAS, City has requested an increase in services to include an additional afternoon restroom check at the General Aviation (GA) Terminal building; and

WHEREAS, Vendor is willing to provide the additional janitorial services at the GA Terminal building as requested; and

WHEREAS, City and Vendor now desire to amend the Original Agreement to reflect the modifications to the service schedule and to adjust the compensation due to the addition of said services.

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

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor, 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 AND EXHIBIT B – PRICE PROPOSAL.** The documents attached to the Original Agreement as Exhibit A – Scope of Work and Exhibit B – Price Proposal are hereby deleted and replaced, in their entirety, with the documents attached to this First Amendment as **Exhibit A – Amended Scope of Work and Exhibit B – Amended Price Proposal.**
4. **COMPENSATION.** City shall pay Vendor a maximum limiting amount of **NINETY-SIX THOUSAND, SIX HUNDRED SIX AND NO/100 DOLLARS (\$96,606)** (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 – Amended Scope of Work and Exhibit B – Amended Price Proposal.**
5. **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 Vendor:

Serviamigos Solutions, LLC
 Attention: Andres Briceno
 5101 SW 60th Street Road, Apt. 4107
 Ocala, Florida 34474
 Phone: 352-282-2025
 E-mail: info@serviamigos.net

If to City of Ocala:

Daphne M. Robinson, Contracting Officer
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-629-8343
 E-mail: notices@ocalafl.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
 Email: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This Agreement 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 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.
8. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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



IN WITNESS WHEREOF, the parties have executed this First Amendment on 5/5/2025.

ATTEST:

CITY OF OCALA

Signed by:
Angel B. Jacobs
80B3574C28E54A5...
Angel B. Jacobs
City Clerk

DocuSigned by:
Peter Lee
56B28E162F2E4C2...
Peter Lee
City Manager

Approved as to form and legality:

SERVIAMIGOS SOLUTIONS, LLC

Signed by:
William E. Sexton, Esq.
B07DCCFCAE86E429...
William E. Sexton, Esq.
City Attorney

DocuSigned by:
[Signature]
0AC68BF E3F014B4...

By: Serviamigos Solutions, LLC
(Printed Name)

Title: Owner
(Title of Authorized Signatory)

Exhibit A – AMENDED SCOPE OF WORK**CONTRACT# AIR/240384****BACKGROUND**

Vendor shall provide janitorial services for the Ocala International Airport, located at 1770 SW 60th Avenue, Suite 600, Ocala, Florida 34474. These services cover offices, reception areas, rest rooms, break rooms and kitchens in the air traffic control tower, Hangar 19, three (3) T-Hangar restrooms and the offices, restrooms and common areas as identified in the airport terminal building as shown in **Exhibit C – Terminal Map**. All work shall be coordinated with City Project Manager Michael Baker, 352-572-0492, e-mail: mabaker@ocalafl.gov.

DELIVERABLES AND HOURS

Deliverables/Service Logs: Vendor shall record and track cleaning services using the documents attached hereto as **Exhibit D – Janitorial Service Logs**. City Project Manager shall review and maintain logs located within each serviced unit.

Working Hours: Airport terminal cleaning services shall be performed between the hours of 7:00 a.m. and 6:00 p.m., seven (7) days per week (Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday). Vendor shall perform services in compliance to the Service Hours and Cleaning Frequency in **Exhibit B – Amended Price Proposal**. Note: Airport Administration offices will not be serviced on City-observed holidays. Vendor shall provide a 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. 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 janitorial 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 staff that is able to communicate effectively in English, both verbally and in writing.
6. 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.

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8. Vendor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit. All employees must always wear a shirt with company name or logo on it, as well as an ID badge while on City property.
9. Vendor 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.
10. No smoking is allowed on City property or projects.
11. Vendor must possess/obtain all required equipment and cleaning supplies to perform the work. A list of equipment shall be provided to the City upon request.
12. Installation of equipment and consumable materials shall be in compliance with all requirements and instructions of applicable manufacturers.
13. 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.
14. Vendor shall be fully responsible for the replacement of any keys lost or damaged by Vendor's employees, agents, or representatives. If a City facility's security is jeopardized by Vendor's mismanagement of keys or access cards, Vendor shall reimburse the City for all costs to ensure the security of the facility.
15. Vendor shall communicate and coordinate with Airport operations staff to arrange cleaning times for the Air Traffic Control Tower ("Tower") in advance (for Vendor personnel who must be escorted while in the Tower).
16. 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.
17. If 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.
18. Vendor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract
19. All company vehicles must display a visible company name/logo on the outside of the vehicle.
20. Data collected by 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.
21. 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. Consumable janitorial related materials (trash bags, paper products, soap).
 - c. Storage for janitorial supplies in each facility (except t-hangar bathrooms).
- 2. The City reserves the right to purchase any materials for the Vendor to use. Vendor shall not charge a mark-up fee for material furnished by the City.

VENDOR RESPONSIBILITIES

Basic Cleaning Services

Vendor shall accomplish all cleaning tasks to meet the requirements described herein. The minimum cleaning frequencies are listed below:

1. Daily:

- a. **Maintain Floors:** All floors, except carpeted areas, shall be swept, dust mopped, damp mopped, and wet mopped to ensure the floors are free from dirt, debris, dust, scuff marks, heel marks, other stains and discoloration, and other foreign matter. Baseboards, corners, and wall/floor edges shall also be clean. All floor maintenance solutions shall be removed from baseboards, furniture, kitchen appliances, and trash receptacles. Chairs, trash receptacles, rugs, chair mats and all other items shall be moved to maintain floors underneath these items. All moved items shall be returned to their original and proper position. Daily cleaning of floors shall be performed in accordance with the manufacturer’s recommendation for the type of floor material applied (polished concrete, luxury vinyl tile (LVT), etc.).
- b. **Remove Trash:** All trash containers in open common areas shall be emptied on days of cleaning service. All trash receptacles and boxes in terminal offices not covered by this Agreement will be emptied by the occupants. Any obviously soiled or torn plastic trash receptacle liners shall be replaced. Trash shall be deposited in the nearest outside trash collection container. Trash receptacles shall be left clean, free of foreign matter, and free of odors.
- c. **Empty and Clean Ashtray Urns.** Vendor shall empty all ashtray urns on the days of cleaning services.
- d. **Clean Drinking Fountains:** Clean and disinfect all porcelain and polished metal surfaces, including the orifices and drain, as well as exterior surfaces of fountain. Drinking fountains shall be free of streaks, stains, spots, smudges, scale, and other obvious soil.
- e. **Vacuum Carpets:** Vacuum all carpeted areas. After vacuuming, the carpeted area shall be free of all visible dirt, debris, litter, and other foreign matter. All tears, burns, and raveling shall be brought to the attention of the department representative.
- f. **General Spot Cleaning:** Perform spot cleaning on a continual basis. Spot cleaning includes, but is not limited to, removing or cleaning smudges, fingerprints, marks, streaks, spills, dirt, and debris from washable surfaces of all walls, partitions, vents, grillwork, doors, door guards, door handles, push bars, kick plates, light switches, temperature controls, ceiling (for cobwebs), and fixtures. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil. Lobby furniture will be wiped daily with a disinfectant.

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- g. **Deep Cleaning.** Vendor will complete all deep cleaning of polished concrete, luxury vinyl tiles (LVT), vinyl composition tile (VCT), rubber tile floors and ceramic tile floors in accordance with the manufacturer's recommendation for the type of floor materials applied. All floor deep cleaning will be completed after hours or on weekends, as scheduled by City. City will make the determination when floors are to be deep cleaned, conditioned, or stripped and waxed (as appropriate for type). Floors will be priced separately, by type. City and Vendor will determine square footage for each area to be completed.
- h. **Kitchens/Lounge Areas/Break Rooms:** Clean and disinfect all tables, sinks, counter tops, and stove tops. Surfaces shall be free of streaks, stains, spots, and smudges. Dishes remaining in sinks will be the responsibility of the occupants.
- i. **Elevators:** All elevators shall be swept, and damp mopped to keep a clean appearance, and must be free of any trash or debris. Clean doors inside and outside to be free of streaks, stains, spots, and smudges.

2. Every Other Day:

- a. **Exterior Cleaning:** Empty all exterior trash receptacles.

3. Weekly:

- a. **Clean Interior Glass/Mirrors:** Clean all interior glass, including glass in doors, partitions, walls, display cases, and directory boards including terminal common area windows and glass doors on the ground level. After glass cleaning, there shall be no traces of film, dirt, smudges, water, or other foreign matter.
- b. **Clean Stairways:** All floor surfaces shall be cleaned as appropriate for the floor covering. Grease and grime shall be removed from stair guards, handrails, and baseboards. Vendor shall remove all marks, dirt, smudges, scuffs, and other foreign matter from adjoining stairwell walls to provide or maintain a clean, uniform appearance.
- c. **General Dusting:** All horizontal surfaces must be dusted or cleaned to eliminate dust collection (desks, file cabinets, windowsills, bookshelves, tables, partition walls, tops of lockers, etc.). All windowsills and window frames are to be free of spider webs.
- d. **Entrance Areas.** Remove all spider webs, wash all windows and doors, all entrance areas to keep a clean appearance.

Basic Restrooms/Locker Rooms Cleaning Services

Vendor shall accomplish all cleaning tasks to meet the requirements described herein. The minimum cleaning frequencies for restrooms and locker rooms are listed below:

1. Daily

- a. **Clean and Disinfect:** Completely clean and disinfect all surfaces of sinks, toilet bowls, urinals, lavatories, showers, shower mats, dispensers, plumbing fixtures, partitions, dispensers, doors, walls, and other such surfaces, using a germicidal detergent. After cleaning, receptacles shall be free of deposits, dirt, streaks, and odors.
- b. **Sweep and Mop Floors:** After sweeping and mopping, the entire floor surface shall be free from litter, dirt, dust and debris. Grout on walls and floor tiles shall be free of dirt, scum, mildew, and residue. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film or standing water. Moveable items shall be tilted or moved to sweep and damp mop underneath.

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- c. **Stock Restroom Supplies:** Vendor shall ensure restrooms are stocked sufficiently so that supplies do not run out. Supplies shall be stored in designated areas. City will supply hand soap, paper products and plastic bags. Vendor will be responsible for supplying cleaning products. Vendor will be responsible for filling soap and paper towel dispensers.
- d. **Afternoon General Aviation (GA) Terminal Restroom Check:** Vendor shall perform basic spot cleaning as needed to ensure restroom facilities are clean and orderly. Vendor shall ensure trash is removed as needed and restrooms are stocked sufficiently so that supplies do not run out (hand soap, paper products and plastic bags).

2. Weekly

- a. Disinfect all surfaces of partitions, stalls, stall doors, entry doors (including handles, kick plates, ventilation grates, and metal guards), and wall areas adjacent to wall mounted lavatories, urinals, and toilets.

Additional Services

1. **Floor Maintenance.** The City currently has the following types of flooring:
 - Polished concrete – Deep cleaning
 - LVT – Deep cleaning
 - VCT – Stripping and waxing or buffing
 - Tile Ceramic – Deep cleaning
2. All pricing for flooring shall be based on a square foot price of flooring.
3. City will make the determination when floors are to be deep cleaned, conditioned, or stripped and waxed.
4. Buffing of floors shall be completed at no charge for buildings that are under janitorial contract.

Exterior/Elevated Window Cleaning

Exterior and interior elevated window washing pricing shall include rental of any necessary equipment. Interior ground level window cleaning is already included in the cleaning schedule, on a weekly basis. Should exterior and elevated interior/exterior window cleaning services be requested by City, then interior ground level windows will be completed on the same day. Exterior/elevated window washing will be completed when requested by City with a minimum of two (2) weeks' notice. The City, at its discretion, may informally quote exterior window washing at any time as this is an option for pricing.

Emergency Cleaning Services

Upon notification, Vendor shall perform emergency cleaning required in any building, area, or room covered under this contract. Vendor shall begin emergency work, as determined by the City Project Manager or authorized designee, within **One (1)** hour of being notified. Notification for this purpose may be verbal.

Storage

On-site storage of materials and equipment is not available in all areas. Storage areas will be designated where available. Vendor will be made aware of these locations.

SAFETY

1. 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 lost, damaged, destroyed, or stolen equipment, materials, property, or clothing.
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 building/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 and/or cleaning product damage to any person and/or property due to negligence on the part of the Vendor, Vendor's employees, agents, or representatives. All cleaning products must be environmentally friendly ("green") products.

ITEM	DESCRIPTION/PRODUCT	SERVICE HOURS	CLEANING FREQUENCY	WEEKLY PRICE
1	Airport Terminal (excluding Airport Admin)	7:00 a.m. – 12:00 p.m.	7 days per week	\$ 558.00
			Monday – Sunday	
2	Air Traffic Control Tower	9:00 a.m. – 5:00 p.m.	1 day per week	\$ 33.00
			Friday	
3	Hangar 19	9:00 a.m. – 5:00 p.m.	1 day per week	\$ 35.00
			Wednesday	
4	Airport Administration	7:00 a.m.- 12:00 p.m.	1 day per week	\$ 33.00
			Monday	
5	Small Terminal Suite 201A	9:00 a.m. – 5:00 p.m.	1 day per week	\$ 35.00
			Monday	
6	T-Hangar Bathrooms (3)	9:00 a.m. – 5:00 p.m.	1 day per week	\$ 35.00
			Wednesday	
7	Airport Terminal Restroom Afternoon Check	3:00 p.m. - 6:00 p.m.	7 days per week	\$ 210.00
			Monday - Sunday	
TOTAL PRICE PER WEEK:				\$ 939.00
2-YEAR TOTAL PRICE				\$ 96,606.00
OPTIONAL LINE ITEMS				
Exterior / Interior Elevated Window Cleaning				
Item	Building Name			Price Per Occurance
8	Airport Terminal			\$ 867.00
Air Traffic Contol Tower Window Cleaning				
Item	Building Name			Price Per Occurance
9	Air Traffic Control Tower			\$ 463.00
Floor Maintenance				
Item	Type of Floor / Maintenance			Price Per Square Foot
10	VCT – Stripping and Waxing/Buffing			\$ 0.79
11	Tile Ceramic – Deep Cleaning			\$ 0.71
12	Polished Concrete – Deep Cleaning			\$ 0.71
13	LVT – Deep Cleaning			\$ 0.71
Emergency Cleaning Services				
Item	Emergency Cleaning - Any Building			Price Per Hour
14	Cost <u>per hour</u> for emergency cleaning services at any location covered under this Agreement			\$ 25.00

Certificate Of Completion

Envelope Id: E61608F9-6817-4A23-89B2-874E3EF41A86

Status: Completed

Subject: SIGNATURE: First Amendment Janitorial Services Airport - Serviamigos Solutions, LLC (AIR/240384)

Source Envelope:

Document Pages: 10

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

April Adolf

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

aadolf@ocalafl.gov

IP Address: 216.255.240.104

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Pool: City of Ocala - Procurement & Contracting

Location: Docusign

Signer Events

Serviamigos Solutions, LLC

info@serviamigos.net

Owner

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Timestamp

Sent: 4/24/2025 10:52:54 AM

Viewed: 4/24/2025 11:50:37 AM

Signed: 4/24/2025 11:54:11 AM

Signature Adoption: Drawn on Device

Using IP Address: 172.226.188.131

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 8/31/2023 11:47:55 AM

ID: 2e2becbb-2087-415f-8186-b5f56fc24ac1

William E. Sexton, Esq.

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication (None)

Signed by:

B07DCFC4E86E429...

Sent: 4/24/2025 11:54:13 AM

Viewed: 4/29/2025 8:37:58 AM

Signed: 4/29/2025 8:38:10 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Peter Lee

plee@ocalafl.org

City Manager

City of Ocala

Security Level: Email, Account Authentication (None)

DocuSigned by:

5BB28E162F2E4C2...

Sent: 4/29/2025 8:38:12 AM

Viewed: 5/5/2025 10:11:59 AM

Signed: 5/5/2025 10:12:09 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:

8DB3574C28E54A5...

Sent: 5/5/2025 10:12:10 AM

Viewed: 5/5/2025 10:22:20 AM

Signed: 5/5/2025 10:22:35 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Accepted: 5/5/2025 10:22:20 AM

ID: 05c09fdc-cb34-46d6-8512-a791c99a9a91

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	4/24/2025 10:52:54 AM
Certified Delivered	Security Checked	5/5/2025 10:22:20 AM
Signing Complete	Security Checked	5/5/2025 10:22:35 AM
Completed	Security Checked	5/5/2025 10:22:35 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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