

**FIRST AMENDMENT TO AGREEMENT FOR SPECIALTY GROUNDS MAINTENANCE SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR SPECIALTY GROUNDS MAINTENANCE ("First Amendment") is entered into by and between **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) ("Vendor").

WHEREAS, on April 6, 2023, City and Southern Lawn Care Mid Florida, Inc. entered into an Agreement for Specialty Grounds Maintenance Services (the "Original Agreement"), City of Ocala Contract Number: REC/230103 for a term of three (3) years from March 21, 2023, to March 20, 2026; and

WHEREAS, City and Vendor desire to modify the service locations and mowing frequencies as outlined in the Scope of Work and Price Proposal, attached to the Original Agreement as **Exhibit A – Amended Scope of Work** and **Exhibit B – Amended Price Proposal**.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Southern Lawn Care Mid Florida, Inc. agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor, 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 hereto as **Exhibit A – Amended Scope of Work**.
4. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as Exhibit B – Price Proposal is hereby deleted in its entirety and replaced with the document attached as **Exhibit B- Amended Price Proposal**.
5. **COMPENSATION.** City shall pay Vendor an amount not to exceed the maximum limited amount of **TWO HUNDRED FIVE THOUSAND, NO/100 DOLLARS (\$205,000)** (the "Contract Sum") over the initial contract term in accordance with the unit pricing set forth in **Exhibit B – Amended Price Proposal**. The pricing in this Agreement shall only be adjusted by written amendment executed by both parties.
6. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:



If to Vendor:

Southern Lawn Care Mid Florida, Inc.
Attention: Tim McQuaig
13900 NE 41st Terrace
Anthony, Florida 32617
Phone: (352) 304-3921
E-mail: kawboy32x@gmail.com

If to City of Ocala:

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

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

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

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



IN WITNESS WHEREOF, the parties have executed this First Amendment on
1/2/2025

ATTEST:

CITY OF OCALA

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

DocuSigned by:
Ken Whitehead
Ken Whitehead
Assistant City Manager

Approved as to form and legality:

SOUTHERN LAWN CARE MID FLORIDA, INC.

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

DocuSigned by:
TIM MCQUAIG

By: TIM MCQUAIG
(Printed Name)

Title: President
(Title of Authorized Signatory)

BACKGROUND

Contractor will provide all materials, equipment and labor while providing professional grounds maintenance services at multiple locations throughout the City. It shall be the responsibility of the Vendor to maintain the sites outlined in the most efficient and effective manner

EQUIPMENT REQUIREMENTS

Contractor must possess and properly maintain (for the duration of this contract) the following equipment:

1. Five (5) weed eaters
2. Five (5) edgers
3. Five (5) backpack blowers
4. One (1) three-wheel blower (for parking lots)
5. Five (5) mowers which shall include a combination of push and greater zero turn mowers
6. Two (2) trucks/trailers
7. Three (3) backpack sprayers

Working Hours: The normal/standard working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Contractor shall provide 48-hour advance notice to City Project Manager for work outside normal shift hours. The city may decline the request.

MOWING FREQUENCIES

Month	Cuts per month
January	1
February	1
March	4
April	4
May	4
June	4
July	5
August	4
September	4
October	2
November	1
December	1
Total:	35

***The City anticipates mowing frequencies as outlined above, however; the City reserves the right to adjust these frequencies as needed.**

DEFINITIONS

1. Trash: Trash is defined as anything loose and useless (examples but not limited to) bottles, cans, paper, plastic bags, plastic bottles, plastic food wrappers and Styrofoam cups and plates.
2. Debris: Debris is defined as objects lying on the ground in an area to be mowed that are mostly organic (examples but not limited to) tree limbs less than six inches (6") 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 the Contractor finds large items such as old tires, concrete blocks, old chairs or sofas, dead car batteries, etc., on a site to be mowed please call the City contact 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.

MOWING

1. Mowing and all related services at a park or parcel should be started and completed on the same day (weather permitting). For larger parcels, the Contractor should attempt to complete all work in one area and then move the operation to the next area of that parcel. The intent is that a parcel will not be left for days with the parcel mowed, but with high grass still standing around benches, bleachers, etc. waiting on follow up trimming and weed eating.
2. Each area under this contract must be mowed with properly sized equipment to avoid scalping rutting and cutting off tops in sodded areas. Many of the properties under this contract are "lawns", not just typical park grass (Bahia), and as such must be mowed with more care than one would use in an open park. Properly sized equipment is often key to complying with this requirement. **Note: This may require the use of hand equipment such as push mowers, weed eaters, etc., in limited areas.**
3. Mower must be cleaned before moving to a different property if the next property has a different type of grass.
4. Mow at a height of three (3) inches for Bahia grass, four (4) inches for St. Augustine grass, and three (3) inches for Zoysia grass.
5. Mow all grassed areas in accordance with the frequency indicated on the price page proposal. Specific mowing dates and days will be set by the City. Contractor must follow City noise ordinance when planning mowing times.
6. The City does not include an allowance for delays caused by inclement weather; however, the City will grant time extensions, on a day-to-day basis for delays caused by the effects of rain or other inclement weather conditions. No additional compensation will be made for delays caused by the inclement weather.
7. All equipment must be properly maintained, mechanically. The blades must be sharpened so that the grass is cut and not torn, causing damage to the grass. Tires must be equally inflated

to avoid uneven cuts, etc. The Vendor is responsible for operating equipment at speeds that result in proper cuts.

8. Vendor must pick up and remove trash and debris in and around the area to be mowed to include fence lines before mowing and properly dispose of it so it is not chopped up by mower. The Vendor is responsible for a clean area (free of trash and debris) with neat appearance, even cut and no clumps of grass to remain in the mowed areas. If the cuttings leave a thick blanket like cover over the existing cut area the operator must repeat the cycle to scatter the grass cuttings. All mowed areas will be inspected by the City's contract monitoring group. Debris must be removed from the site; not thrown under trees. **Grass clippings must be bagged at the Downtown Square and City Hall.**
9. The Contractor will be responsible for all damages incurred to any water sprinkler systems, fences, shrubs, trees, value boxes, etc., while performing the grounds maintenance. Leaning signs and bollards leaning due to contact with equipment will need to be straighten up. Any ground sprinklers damaged are to be repaired immediately to comply with water conservation regulations. All damages are to be reported to the User City where final disposition will be made as to replace and/or repair.
10. Backflow assemblies are located in various areas throughout the City. In the event a backflow assembly unit is damaged or destroyed by the Vendor, the Vendor shall be liable for all damages and shall be responsible for any costs associated with the repair or replacement of the unit(s). The Vendor's employees shall at all times have a wrench in their possession to shut off the water should damage occur. Report any damage within 15 minutes to Jeff Kerley, (352) 368-5527. In the event that Jeff Kerley cannot be reached, please call Parks Operations (352) 368-5550 or the Park Ranger on-call number (352) 789-1133.
11. Water meter damage should be reported to the Water Resources Department (352) 351-6772. Repairs must be made within 48 hours of damage occurrence, with the exception of utility related repairs, which must be completed as soon as possible.
12. No air blowers shall be used to blow grass debris into roadway. Grass clippings shall be blown away from roadways, but not into retention ponds. All cuttings must be kept off/removed from the streets, sidewalks, pavilions, restrooms and trails.
13. When mowing, grass is to be directed away from pools, ponds, retention areas, fences, athletic fields, landscape beds, gardens, plaza's, splash pads, playgrounds, artwork, picnic areas, fence lines and other park amenities. In insistences where mowing occurs around the above-mentioned areas, a rear discharge mower must be used. All cuttings must be kept off/removed from these areas and amenities. If cuttings do manage to get into these areas, Vendor shall be responsible for blowing those areas off, and/or costs to remediate the situation (i.e. cleaning out a pool).

TRIMMING AND WEED CONTROL

Exhibit A – AMENDED SCOPE OF WORK**CONTRACT# REC/230103**

1. The use of chemicals in place of weed eating around parks amenities and support facilities is NOT permitted. Glyphosate and other non-selective herbicides and similar chemicals with application rates per the manufacturer's recommendations are only permitted to be used to spray fence lines and cracks in sidewalks and other paved surfaces or to kill or retard the growth directly under trees as specified herein and shall not be used for any other purpose unless written consent is provided by the City. All plans for use of herbicides must be approved in writing by the City Project Manager before herbicides are applied.
2. When using chemicals to treat fence lines, special care shall be used so chemicals are not sprayed onto adjacent private property and use a cone on the sprayer to prevent overspray. Care should be taken to not over spray onto adjacent turf. A three inch (3") swath is to be sprayed on either side of the fence to maintain grass and weed control providing the adjacent side of the fence is not private property. If the adjacent side is private property only a three inch (3") swath shall be sprayed on the City property. Once the vegetation has been trimmed down to ground level with a weed eater or similar device and the remaining vegetation removed from the fence, the area should be treated with chemicals. Trimming and chemical treating of said vegetation shall be done on the same day the mowing is done. Over spraying resulting in damage of grass will require exact replacement of sod at Contractor's expense.
3. A one foot (1') diameter area from the base of trees shall be maintained when trimming around trees. Chemically kill or restrict the growth directly under trees using Glyphosate and other non-selective herbicides or other suitable and equally effective herbicide. When chemically trimming around trees, special care is to be given to avoid spraying the suckers growing from the ground around the tree; this may damage or kill the tree. Removal of the bark by weed eater or other equipment that is greater than 25% of the diameter of the tree will result in the tree being replaced at the expense of the Contractor. This is common around Crape Myrtles and not normally found around Oaks and other common hard wood trees.
4. Sidewalks, courts (basketball, racquetball, tennis), parking lots, curbs and hard surface trails (asphalt/concrete) are to be mechanically edged (NOT chemically edged) and where there are cracks in the sidewalks, trails and curbs with grass and weeds growing through the cracks the vegetation shall be sprayed with an approved herbicide and after the vegetation is dead it is to be removed with a weed-eater or similar string device and remove debris as work is being done. Walking trails need to be edged once monthly, one the first mowing date of each month.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.

Exhibit A – AMENDED SCOPE OF WORK**CONTRACT# REC/230103**

4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent Contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must have a visible company name/logo on the outside of the vehicle.

MISCELLANEOUS

1. Report sinkholes found in any area to the City Parks Operations Division Head.
2. At least one crewmember must communicate fluently in English.
3. A supervisor or crew leader must be on-site to certify that all work has been completed according to the specifications of the contract. While the City will certainly monitor the Contractor's work for compliance with the contract specifications, it is **not** the City's responsibility to supervise or monitor the work of crews performing the work. If the City has to frequently contact the Contractor about issues, it is indicative of improper supervision by the Contractor, and the City may terminate the contract for cause.
4. Properties having gates: Any gates needing repair for failure to close, open, or lock must be reported to the department* responsible for that area. All gates must be closed and locked when finished mowing. *If Contractor is unsure of which City department is responsible for the gate in question, please notify the City Parks Operations Division Head.
5. All Contractor's employees are to wear shirts or have a badge which identifies their company, and all trucks belonging to the Contractor must bear the company's name. Shirts must be worn at all times while working on City property.
6. When working near roadways or within roadway medians, the Contractor shall wear an FDOT approved vest; and FDOT approved safety cones and FDOT approved "Men Working Signs" shall be placed appropriately in front of and behind their truck. The Contractor is responsible for fully understanding these requirements and costs related to compliance shall be included in Contractor's price proposal.
7. Contractor will submit a weekly report to the City Project Manager. The weekly report shall list the properties mowed, and identify any problems or issues at any of the sites as well as the Contractor's recommendations to resolve the issue or problem.
8. Contractor will suggest a schedule for what day each park is going to be mowed during the week and shall provide that schedule to the City Project Manager for approval. The City reserves the right to

Exhibit A – AMENDED SCOPE OF WORK**CONTRACT# REC/230103**

designate the scheduled mowing day for any particular property as needed to accommodate City programming schedules and will discuss same with Contractor when establishing the schedule

9. All properties will be mowed in a one week period (one cycle). During March to May when the properties are mowed every other week, the properties shall all still be mowed in one week (and not split up between the two weeks).
10. To allow for bad weather or other unforeseen issues, certain properties may be mowed on Saturday. This extra day is not intended to be used every week, but only in the above mentioned circumstances.
11. If a property is not mowed within the one week period (Monday thru Saturday), then the property will not be mowed until the next mowing cycle and regularly scheduled day. The properties that are not mowed during that cycle will not be billed or paid by the City. It will be the City's responsibility to determine if the properties missed during that cycle will need to be mowed before the next cycle. If so, the City will mow them.
12. The properties should be mowed according to the schedule to avoid having more than seven (7) days between mowing during the weekly mowing schedule.
13. If the Contractor is regularly not able to complete the scheduled mowing cycle as outlined above, the City will interpret this to mean that the Contractor does not have the resources to successfully execute this contract and may terminate the contract for cause.
14. A batwing mower can be used at Lillian Bryant and Ocala Regional Sportsplex to assist in getting the parks mowed in the allotted time. The Contractor may store this piece of equipment at WRF #3 under the following conditions:
 - A. The City will not provide a covered storage area.
 - B. The City will not be responsible for any damage to the equipment while it is stored on City property.
 - C. The equipment will only be accessible at WRF #3 from 8am to 5pm during the week.
 - D. All other specifications must be complied with.

CITY OF OCALA RESPONSIBILITIES

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

CONTRACTOR RESPONSIBILITIES

Exhibit A – AMENDED SCOPE OF WORK**CONTRACT# REC/230103**

1. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Installation shall be in compliance with all requirements and instructions of applicable manufacturers.
4. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
5. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
6. Data collected by the Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
7. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.

SUB-CONTRACTORS

1. Contractor must perform a minimum of 30% of the work with their own forces.
2. Services assigned to sub-Contractors must be approved in advance by the City Project Manager.

SAFETY

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

EXHIBIT B - AMENDED PRICE PROPOSAL			CONTRACT# REC/230103	
SOUTHERN LAWN CARE MID FLORIDA INC				
SPECIALTY MOWING AGREEMENT				
Section A				
ITEM	DESCRIPTION	UOM	Cuts Per Year	Unit Cost
1	City Hall Complex - 110 SE Watula Avenue (including Citizens' Circle and Electric Customer Service Center). Boundaries are E. Ft King to the north, SE Watula to the east, SE Osceola to the west, and SE 3rd ST to the south. Osceola and SE 3rd St mowing corner 15ft off Mow ROW between SE 3rd St. and Ft. King on Osceola west side of the railroad track behind the restaurant Mow at a height of 4". clippings must be picked up.	Each	35	\$ 231.75
2	Downtown Square - S. Broadway St and SE 1st Ave and twelve (12) small islands surrounding the square. Mow the square at 4" and the grass clippings must be picked up.	Each	35	\$ 36.05
3	Hershberger Park - 1735 N. Magnolia Ave - mow all three sections.	Each	35	\$ 77.25
4	10th Street Park- NE 10th St. and N. Magnolia Ave - Mow from 10th St to the south to Johnson Tire to the north, and N. Magnolia to the west to dirt road to the east.	Each	35	\$ 36.05
5	Parking Lot 5 - 200 block of NE 1st Ave	Each	35	\$ 41.20
6	Parking Lot 9 - SW 2nd Ave & SW Ft King St	Each	35	\$ 46.52
7	Power Plant Block - 405 SE Osceola Ave (includes all grass on this block). SE 5th St to the south, SE Osceola to the west. SE 3rd to the north, and SE 3rd Ave to the east. Also the water tank/triangle.	Each	35	\$ 99.68
8	Art Park - 213 NE 5th St. - R/R tracks to the north, west, and east - NE 5th St to the south- this includes on the other side of the fence to the north to platform and the other side of the landscaping to the west to tracks.	Each	35	\$ 186.06
9	Train/Bus Station - 500 block of NE 1st Ave and Magnolia Split (triangle) by RR Track.	Each	35	\$ 149.52
10	Downtown Hwy 40 medians/ROW's - Watula to Pine Ave, and northwest corner island at W. Hwy 40 and NW 3rd St., northeast corner island at W. Hwy 40 and NW 4th St.	Each	35	\$ 87.55
11	Downtown Ft King St ROW's - Osceola to Pine Ave, area around electrical box south mid block between S. Magnolia and SE 1 first Ave. To RR tracks	Each	35	\$ 128.75
12	Downtown Broadway - Watula to West. Hwy 40 (R.O.W). Including the strip along east side of parking garage from Fort King to Broadway to vacant lot property line.	Each	35	\$ 128.75
13	E Ft King Medians/Roundabouts - SE 25th Ave to 36th Ave	Each	35	\$ 231.75
14	West Highway 40 Gateway medians - Three medians (two on east and one on west side of I-75)	Each	35	\$ 87.55
15	West Highway 27 Gateway medians - Two medians (one on the east side and one on west side of I- 75)	Each	35	\$ 87.55
16	R.O.W SE 1 Ave. from SE 5th St. to NE 3rd St.	Each	35	\$ 66.45
17	SW 1 Ave. RO.W's from SW 2nd to W. Hwy 40, parking lot #7, parking lot #11	Each	35	\$ 49.84
18	S-Curve/Billboard - 800 blk S. Magnolia - 4 medians & area around billboard to the east of the R/R tracks	Each	35	\$ 87.55
19	Mary Sue Rich Community Center 1921 NW 17th PL. NW 17th Pl to South, NW 21st to West Property Line North East. Not including Sub Station	Each	35	\$ 87.55
20	Presbyterian Lot Fort King- E Fort King/SE Sanchez-Whole Block	Each	35	\$ 46.35
21	Parking Lot#6 at the NW 2nd St and N Magnolia Blk	Each	35	\$ 80.00

Certificate Of Completion

Envelope Id: 43B27703-D450-4532-81CA-97030AD44CFE

Status: Completed

Subject: First Amendment to Agreement for Specialty Grounds Maintenance Services (REC/230103)

Source Envelope:

Document Pages: 11

Signatures: 4

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Envelope Originator:

Porsha Ullrich

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: Porsha Ullrich

Location: DocuSign

1/2/2025 10:12:31 AM

pullrich@ocalafl.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

Signature

Timestamp

TIM MCQUAIG

kawboy32x@gmail.com

President

Security Level: Email, Account Authentication (None)

DocuSigned by:

5F58AB04FEEA49A...

Signature Adoption: Pre-selected Style

Using IP Address: 135.129.119.60

Sent: 1/2/2025 10:14:50 AM

Viewed: 1/2/2025 10:27:01 AM

Signed: 1/2/2025 10:28:10 AM

Electronic Record and Signature Disclosure:

Accepted: 1/2/2025 10:27:01 AM

ID: 54f09043-d585-4e3b-b71f-5183d0fc7857

William E. Sexton, Esq.

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication (None)

Signed by:

B07DCFC4E86E429...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Sent: 1/2/2025 10:28:11 AM

Viewed: 1/2/2025 10:36:15 AM

Signed: 1/2/2025 10:36:27 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ken Whitehead

kwhitehead@ocalafl.org

Assistant City Manager

City of Ocala

Security Level: Email, Account Authentication (None)

DocuSigned by:

5877F71E38874F4...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Sent: 1/2/2025 10:36:28 AM

Viewed: 1/2/2025 10:42:33 AM

Signed: 1/2/2025 10:43:24 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Angel B. Jacobs

ajacobs@ocalafl.org

City Clerk

Security Level: Email, Account Authentication (None)

Signed by:

8DB3574C28E54A5...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Sent: 1/2/2025 10:43:26 AM

Viewed: 1/6/2025 8:53:42 AM

Signed: 1/6/2025 8:53:56 AM

Electronic Record and Signature Disclosure:

Accepted: 1/6/2025 8:53:42 AM

ID: 04aea09d-0c92-4109-8d52-d6a8713dabe4

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	1/2/2025 10:14:50 AM
Certified Delivered	Security Checked	1/6/2025 8:53:42 AM
Signing Complete	Security Checked	1/6/2025 8:53:56 AM
Completed	Security Checked	1/6/2025 8:53:56 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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