



**Procurement and Contracting Department**

110 SE Watula Avenue, Third Floor

Ocala, Florida 34474

Main Number: 352.629.8402

Website: [www.bidocala.com](http://www.bidocala.com)

March 6, 2026

**VIA ELECTRONIC MAIL AND CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Mr. Nailto Mendes  
2W Construction Corp. d/b/a 2W Solutions  
332 Maguire Road  
Ocoee, Florida 34761  
E-Mail: [nmendes@2wsolutionscorp.com](mailto:nmendes@2wsolutionscorp.com)

**Re: ACCEPTANCE OF CANCELLATION & NOTICE OF SUSPENSION - Agreement for SHIP/HOME/CDBG Construction of a Single-Family Home - Contract Number: CDS/250327**

Dear Mr. Mendes

On November 6, 2025, the City of Ocala ("City") and 2W Construction Corp. ("2W Construction"), entered into an Agreement (the "Agreement") for the construction of a single-family residence located at 1635 NW 24<sup>th</sup> Avenue, Ocala, Florida, 34475 (the "Thomas Residence")<sup>1</sup>. 2W Construction was to be compensated \$220,500 for the timely and satisfactory completion of the work within 120 days of the start date identified on the City's Notice to Proceed ("NTP").

5. **COMPENSATION.** City shall pay Contractor, on behalf of Owner, a maximum limiting amount of **TWO HUNDRED TWENTY THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$220,500)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. The Contract Sum under this Agreement may only be adjusted by written amendment executed by both parties.

6. **TIME FOR PERFORMANCE.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

A. Contractor shall mobilize and commence work no later than **TEN (10)** working days from the date of issuance of a Notice to Proceed for the project by City. **At no time will the Contractor be allowed to lag behind.**

B. **All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager and ready for final payment within ONE HUNDRED TWENTY (120) days of the start date indicated on the Notice to Proceed.**

The City issued its NTP on November 18, 2025, which required work on the project to commence no later than November 23, 2025, and be completed no later than April 22, 2026.

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<sup>1</sup> See Agreement attached hereto as **Exhibit A**.

**NOTICE TO PROCEED**

TO: 2W Solutions DATE: 11/18/2025

PROJECT: Thomas SFR Rebuild 1635 NW 24th Rd. Ocala, FL 34475 PIN#


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You are hereby notified to commence work in accordance with the agreement dated 11/13/2025 on or before 11/23/2025 and you are to complete the work within 150 consecutive calendar days thereafter. The date of completion of work is therefore 4/22/2026.

If work is not completed by the scheduled date, excluding authorized extensions, the contractor understands that liquidated damages may be accessed. Liquidated damages are outlined in the "Contract for Housing Rehabilitation".

BY:  \_\_\_\_\_  
James Haynes, Director CDS

2W Construction applied for its building permit on December 3, 2025, but due to errors and omissions in its submission, the application was not approved and issued until February 10, 2026.

	<b>Permit Details</b> City of Ocala	<b>PER</b> <b>E</b>
Description: <b>THOMAS SFR REBUILD</b>		
Type: <b>RES BLDG</b>	Subtype: <b>NEW SINGLE FAM RES</b> Status: <b>ISSUED</b>	Applied: <b>12/3/2025 EPRS</b>
Parcel No: <b>22126-001-00</b>	Site Address: <b>1635 NW 24TH AVE OCALA, FL 34475</b>	Approved: <b>1/27/2026 AMZ</b>
Subdivision:	Block:    Lot:	Issued: <b>2/10/2026 MVZ</b>
Lot Sq Ft: <b>0</b>	Building Sq Ft: <b>1207</b> Zoning:	Finalized:
Valuation: <b>\$220,000.00</b>	Occupancy Type:    Construction Type:	Expired: <b>8/9/2026 MVZ</b>
No. Buildings: <b>0</b>	No. Stories: <b>0</b> No. Unites: <b>0</b>	

2W Construction provided quotes and receipts purporting to document the ordering and/or purchase of windows, trusses, and additional unidentified materials for the project from MI Windows and Doors, Builders First Source, and Bushnell Trust Enterprises, LLC, on February 11<sup>th</sup>, 16<sup>th</sup> and 18, 2026, respectively.

As of the date of this correspondence, none of these materials have been delivered or used in the project.

March 6, 2026

Page 3 of 6



Job# 1635N6247H  
 Sub# 86329140  
 PO# 42849322

Quote Date: 2/11/2026



Customer Name: 2-W SOLUTIONS  
 Address:

Project Name: Ocala Windows Quote  
 Quote Name: Ocala Windows Quote  
 Quote Number: 6216074  
 Order Date: Quote Not Ordered  
 PO Number:

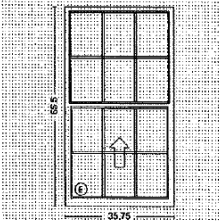
Phone:  
 Fax:

Customer Information:

Comments:

**ITEM # SIZES LOCATION / TAG PRODUCT DESCRIPTION UNIT PRICE / EXTENDED PRICE**

Line Item: 100-1	W1	*** PRODUCT *** Row 1 3540 Single Hung - Vent - 1 Units - 35.75W x 65.5H	
Quantity: 4		*** DIMENSIONS *** 35.75W x 65.5H	
RO Size: 37.5" X 66.5"		*** FRAME *** South, Vinyl, Frame Type - Flange, Exterior Color - White	
Unit Size: 35.75" X 65.5"		*** GLASS *** Glazing Type - Insulated, Dual, Glass Tint - Clear, Low-E, Argon Gas, Glass Strength - SSB	
		*** CRILLES *** Grille Type - GBG, Grille Thickness/Style - 5/8" Flat, Grille Pattern - Colonial	
		Bottom Glass: Number Wide - 3, Number High - 2 Top Glass: Number Wide - 3, Number High - 2	
		*** SCREEN *** Screen - Half, Screen Mesh Type - Charcoal Fiber, Screens Packed Separately - Yes	
		*** NFRC *** Series 3540::SingleHung, U-Factor::0.3, SHGC::0.26, VT::0.49	Unit Price: \$394.79
		*** Performance *** Series 3540::SingleHung, Calculated Positive DP Rating::50.13, Calculated Negative DP Rating::50.13, DP Rule ID::3540 SH, Rating Type::DesignPressure, Performance Grade::LC-PG35*, Water Rating::5.43, FL ID::41886, STC Rating::27, OITC Data::23	Extended Price: \$1,579.16



3540 Single Hung - Vent - 3056EQ



DATE	DEPOSIT NO.
02-16-26	10572633

DEPOSIT

\*\*DEPOSIT\*\*

S  
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O

910939  
 2-W SOLUTIONS CORP. \*PIA\*  
 1635 NE 24TH AVE  
 1635 NE 24TH AVE  
 Ocala FL 34475

(HEREINAFTER REFERRED TO AS CUSTOMER)

SALES ORDER#  
 86329140

1635NE24TH 407-893-2008

TRANSACTION DATE	DESCRIPTION	UNIT PRICE	PAYMENT METHOD
	Order price:	4,122.58	
02/16/26	Deposit received in the amount	4,122.58	VISA

BUILDERS FIRST SOURCE  
 61371  
 3874 Church Street  
 Sanford, FL 32771  
 407-323-6980

SALE

399 1652645 REF#: 000000003  
 D: 000000 #: 549 RRN: 047656351055  
 14:10:55

CODE: 01658G Manual CP  
 \*\*\*1283 \*\*/\*\*

AMOUNT \$4,122.58

APPROVED

AGREE TO PAY ABOVE TOTAL AMOUNT  
 IN ACCORDANCE WITH CARD ISSUER'S  
 AGREEMENT  
 WANT AGREEMENT IF CREDIT WORKSHEET  
 RETAIN THIS COPY FOR STATEMENT  
 VERIFICATION

Thank You  
 Please Come Again  
 CUSTOMER COPY

Your card has been charged by Bushnell Truss Enterprises LLC.

## Receipt of Payment

**Total 1,385.47**

**Tax 0.01**

**CREDIT CARD INFORMATION**

Card Holder: Wagson Da Silva Pereira  
 Credit Card #: xxxx xxxx xxxx 6051

**DETAIL INFORMATION**

Date: 02/11/26 06:22 am  
 Reference #: 4253573572  
 Transaction Key: edb506yqy44kqbkx  
 Authorization #: 06363G  
 Invoice #: p-6845D  
 Type: Credit Card Sale  
 Line Items:

**INVOICE**

Bushnell Truss Enterprises LLC  
 PO Box 936  
 Bushnell, FL 33513

accounting@bushnelltruss.com  
 +1 (352) 793-6090  
<http://www.Bushnelltruss.com>



**Bill to**  
 Wagson Pereira  
 2 W Solutions & Restoration  
 332 Marguire Rd  
 Ococee, FL 34761

**Ship to**  
 Wagson Pereira  
 2 W Solutions & Restoration  
 Ocala Fl

**Invoice details**

Invoice no.: P-6845F  
 Terms: Due on receipt  
 Invoice date: 02/18/2026  
 Due date: 02/18/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>Truss package</b>	P-6845	0.5	\$2,862.42	\$1,431.21
2.		<b>Shipping</b>		0.5	\$300.00	\$150.00

**Note to customer**

PRICES SUBJECT TO CHANGE DUE TO MARKET VOLATILITY  
 Returned Check Fee - \$50 or 5%

Subtotal	\$1,581.21
Sales tax	\$100.18
<b>Total</b>	<b>\$1,681.39</b>

**Overdue** 02/18/2026

**March 6, 2026**

**Page 5 of 6**

On March 4, 2026, 2W Construction formally notified the City's Project Manager of its desire to terminate its Agreement with the City due to "unforeseen labor shortages and certain personal matters."

**From:** nmendes Mendes <[nmendes@2wsolutionscorp.com](mailto:nmendes@2wsolutionscorp.com)>

**Sent:** Wednesday, March 4, 2026 5:31:04 PM

**To:** Christopher Lewis <[clewis@ocalafl.gov](mailto:clewis@ocalafl.gov)>; Wagson Pereira <[wagson@2wsolutionscorp.com](mailto:wagson@2wsolutionscorp.com)>; Luciana de Oliveira Moura <[luciana@2wsolutionscorp.com](mailto:luciana@2wsolutionscorp.com)>

**Subject:** Request for Mutual Termination of Contract – SHIP/HOME/CDBG Construction Project (Contract #CPS/250327)

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Lewis,

Following our conversation this afternoon, I would like to formally notify the City of Ocala that 2W Solutions respectfully requests a mutual termination of the Agreement for the SHIP/HOME/CDBG – Construction of a Single-Family Home located at 1635 NW 24th Avenue, Ocala, Florida.

Due to unforeseen labor shortages and certain personal matters that have recently arisen, we are currently facing operational challenges that may impact our ability to properly execute the project in accordance with the expected timeline and standards. After careful consideration, we believe that requesting a withdrawal from this project at this stage is the most responsible course of action to avoid any disruption or delay to the City's program.

As discussed, we remain committed to cooperating fully with the City during this transition. Attached to this correspondence you will find the receipts for the trusses and windows that were purchased specifically for this project. I waiting the remains expenses regarding the dirt and pin point.

We respectfully request guidance from the City regarding the proper procedure to formally close out this Agreement and ensure that all necessary steps are completed in compliance with the contract requirements.

We sincerely appreciate the opportunity that the City of Ocala has given us and hope to continue collaborating on future projects under more favorable circumstances.

Please do not hesitate to contact me if any additional documentation or information is required.

Sincerely,

### **ACKNOWLEDGEMENT OF NOTICE AND TERMINATION OF CONTRACT**

The City of Ocala hereby acknowledges 2W Construction's notice and deems Contract No. CDS/250327 terminated effective **March 4, 2026**.

2W Construction shall immediately take the following steps, as applicable:

- (1) discontinue all work in progress, make no further orders for materials or supplies, and cancel any and all existing orders for materials or supplies in connection with its performance under City of Ocala Contract No. CDS/250327;
- (2) retrieve any materials or equipment owned by or paid for by 2W Construction in connection with its performance under Contract No. CDS/250327 from the job site; and
- (3) keep adequate records of any work-in-progress as of the effective date of termination and proof that vendor furnished notice of termination to any and all subcontractors and/or suppliers that will be affected by the termination.

**NOTICE OF SUSPENSION**

Paragraph 14 of the Agreement states that contractors who fail to complete the contract term "shall be subject to future bidding suspension for a period of ONE (1) year and bid debarment for a period of up to THREE (3) years for serious contract failures<sup>2</sup>." As detailed above, 2W Construction Corp., has failed to complete the contract term for Contract No. CDS/250327.

**Effective immediately, 2W Construction Corp., is hereby suspended and prohibited from participating in formal or informal solicitations advertised by the City of Ocala for a period of THREE (3) YEARS from the date of this Notice.**

**This suspension will not affect any other active contracts between the City of Ocala and 2W Construction Corp.**

Should you have any questions regarding the foregoing, you may contact the undersigned at [drobinson@ocalafl.gov](mailto:drobinson@ocalafl.gov) or 352.629.8343.

Sincerely,



**Daphne M. Robinson, Esq., NIGP-CPP**

Procurement and Contracting Officer

Director – Procurement & Contracting

cc: Christopher Watt, Chief of Staff  
James Haynes, Director – Community Development Services  
Christopher Lewis, Rehab Inspection Specialist - Community Development Services  
Shay Roberts Green, Procurement Manager  
John Livingston, Vendor Relations Manager  
Louis Joseph, Buyer  
Robbin Moore, Vendor Relations Coordinator

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<sup>2</sup> See Ex. A at p. 8.

## **EXHIBIT A**



## AGREEMENT FOR SHIP/HOME/CDBG – CONSTRUCTION OF A SINGLE-FAMILY HOME

THIS AGREEMENT FOR SHIP/HOME/CDBG – CONSTRUCTION OF A SINGLE-FAMILY HOME (“Agreement”) is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (“City”), **CYNTHIA THOMAS** (“Owner”), and **2W CONSTRUCTION CORP., D/B/A 2W SOLUTIONS**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 47-3733117) (“Contractor”).

### RECITALS:

**WHEREAS**, on August 20, 2025, City issued an Invitation to Bid (“ITB”) for the provision of services related to the construction of a single-family home located at 1635 NW 24<sup>th</sup> Avenue, Ocala, Florida 34475, ITB No.: CDS/250327 (the “Solicitation”); and

**WHEREAS**, three (3) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by 2W Construction Corp d/b/a 2W Solutions was found to be the lowest; and

**WHEREAS**, Contractor was chosen as the intended awardee to construct a single-family home located at 1635 NW 24<sup>th</sup> Avenue, Ocala, Florida, 34475, (the “Project”); and

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

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

### TERMS OF AGREEMENT:

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

Exhibit A:	Scope of Work (A-1 through A-6)
Exhibit B:	Work Write Up (B-1 through B-5)
Exhibit C:	Building Plans (C-1)
Exhibit D:	Boundary Survey (D-1 through D-3)
Exhibit E:	Federal Terms and Conditions (E-1 through E-5)



- B. If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit E; then (2) Exhibit A; then (3) Exhibit B; then (4) Exhibit C, then (5) Exhibit D.
3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **PROJECT SPECIFICATIONS.** This project will require the Contractor to have the following specifications and documents, which are incorporated by reference:
- A. **City of Ocala Rehabilitation Standards Manual** available at:  
<https://www.ocalafl.gov/home/showpublisheddocument/504/637545378827730000;>
- B. **City of Ocala Metering Enclosure and Equipment Standards** available at:  
<https://www.ocalafl.gov/home/showpublisheddocument/328/637632311592430000;>
- C. **Florida Building Code (Most Recent Edition)** available at:  
<https://floridabuilding.gov/c/default.aspx>.
- D. **Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructures (January 11, 2024)** available at:  
<https://www.ocalafl.gov/home/showpublisheddocument/26969>

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

5. **COMPENSATION.** City shall pay Contractor, on behalf of Owner, a maximum limiting amount of **TWO HUNDRED TWENTY THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$220,500)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. The Contract Sum under this Agreement may only be adjusted by written amendment executed by both parties.
- A. **Monthly Progress Payments:** The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws.
- B. **Project Schedule and Progress Reports.** A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.



- C. **Invoice Submission.** Contractor must invoice at least once a month. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall be provided with a cover sheet for invoicing. This cover sheet must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Community Development Services Department**, Attn: **Chris Lewis**, E-Mail: [clewis@ocalafl.gov](mailto:clewis@ocalafl.gov) Address: **201 SE 3<sup>rd</sup> Street 2<sup>nd</sup> Floor, Ocala, Florida 34471**,
- D. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- E. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; (iii) which fails to comply with any term, condition, or other requirement under this Agreement; or for (iv) representations provided in Contractor's billing statements that are wholly or partially inaccurate. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
- F. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
- G. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
- H. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
6. **TIME FOR PERFORMANCE.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
- A. Contractor shall mobilize and commence work no later than **TEN (10)** working days from the date of issuance of a Notice to Proceed for the project by City. **At no time will the Contractor be allowed to lag behind.**



- B. **All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager and ready for final payment within ONE HUNDRED TWENTY (120) days of the start date indicated on the Notice to Proceed.**
- C. **Weather Days.** Contractor shall submit a written request to the City Project Manager (email is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period in which the application is submitted and shall be final. Contractor performance and execution of work will be considered in the determination for granting additional days.
- D. **Lead Time.** The maximum acceptable lead time on materials is two (2) weeks. The City shall issue a Notice to Proceed (NTP) upon notification of the receipt of materials by the Contractor.
- E. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **THREE (3)** calendar days of the occurrence of the event, giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.
- F. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies, or interference, except as provided in this Agreement.
- G. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.
7. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
- A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof as soon as it becomes aware.



- B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
8. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
- A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Proposal. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
- B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
9. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
- (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
  - (2) Contractor provides material that does not meet the specifications of the Agreement;



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



shall pay City, as liquidated damages and not as a penalty, the sum of **TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250)** per day for each calendar day of unexcused delay in achieving Final Completion beyond the date specified for Final Completion in the Contract Documents.

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



equipment supplied must be provided to the City Project Manager before final payment will be authorized.

12. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
13. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
14. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
15. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:
  - A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
  - B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
  - C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
  - D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
  - E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
  - F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands



that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

16. **OWNER'S RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of Owner:
- A. **Cooperation.** Owner shall cooperate with City and Contractor during the performance of the work. Owner hereby designates City as its agent to oversee and approve Contractor's work and to authorize payment to Contractor for approved invoices.
  - B. **Access.** Owner shall grant access to the property subject to this Agreement. Owner may continue to occupy the property subject to this Agreement during Contractor's performance of the work unless otherwise agreed to by City, Contractor, and Owner. City shall not be responsible for relocating Owner during the pendency of the work.
  - C. **Personal Property and Storage.** Owner agrees to remove any personal property within the project construction area so as to not interfere with the progress of the work. Owner shall ensure Contractor has easy access in and around the project construction area for the operation of equipment required for the performance of the work. Owner will allow for the necessary movement and replacement of rugs, furniture, and/or storage boxes as necessary for Contractor's performance of the work. Owner shall be responsible for procuring at Owner's sole expense any needed external storage. City shall not be liable for damage to Owner's personal property due to Owner's failure to remove said personal property pursuant to this section.
  - D. **Pets.** Owner shall secure any and all pets in a location which does not interfere with the performance of the work or the Contractor's ability to fulfill its requirements under this Agreement. All pets shall be the sole responsibility of the Owner at all times hereunder.
  - E. **Utilities.** Owner shall furnish and allow the use of electricity and water by Contractor at no additional cost to City or Contractor during Contractor's performance of the work.
  - F. **License to Photograph Property.** Owner expressly grants to City the right to photograph or film images of the property subject to this Agreement, including the exterior and interior of the home or other structure, for documentation, education, and publicity purposes provided that such use shall not be for commercial purposes.
  - G. **Color Coordination.** All colors for all materials shall be chosen by Owner at the time of execution of this Agreement from the pre-selected options provided by the Community Development Services Department. This section applies, but is not limited to, color



selection for roofing, windows, interior and exterior paint, cabinets, flooring, plumbing fixtures, doors, trim, and appliances.

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

I. **Lien on Property.**

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

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

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

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

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

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

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

D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.



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



- A. City shall serve as agent for Owner and administer this Agreement for Owner as it is necessary to ensure the satisfactory performance of this Agreement.
  - B. City shall pay Contractor on behalf of Owner for the timely and satisfactory performance of the Work required under this Agreement.
  - C. City will require and enforce Contractor compliance with the terms, conditions, and procedures set forth in this Agreement.
  - D. City shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work**. City has the authority to stop work or to suspend any work for any reason.
19. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
20. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES**. City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.
  - B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.
21. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
22. **APPLICABLE FEDERAL PROVISIONS**.
- A. **Civil Rights Act of 1964**. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied



the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- B. **Equal Employment Opportunity.** Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - C. **Copeland Anti-Kickback Act.** Contractor shall comply with the provisions with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
  - D. **Compliance in the Provision of Training, Employment, and Business Opportunities.** The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development (the "Department") and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. The parties to this Agreement shall comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
23. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of the contract a policy of Commercial Auto Liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage arising out of Contractor's operations and covering all owned, leased, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
24. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:
- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
  - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
  - C. Policy must include coverage for contractual liability and independent contractors.



D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

25. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

26. **ADDITIONAL INSURANCE REQUIREMENTS.**

A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, or co-insurance penalty to include any loss not covered because of the operation of such deductible, co-insurance penalty, or coverage exclusion or limitation.

C. **Certificates of Insurance.** No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: [vendors@ocalafl.gov](mailto:vendors@ocalafl.gov).** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is



being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

- D. **City as an Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
  - E. **Notice of Cancellation of Insurance.** Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at [vendors@ocalafl.gov](mailto:vendors@ocalafl.gov).
  - F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
  - G. **Severability of Interests.** Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
27. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- A. All employees on the work and other persons that may be affected thereby;
  - B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
  - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor.



Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

28. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.
- A. In addition to the requirements set forth in the Solicitation, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
  - B. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.
29. **WORK SITE AND CLEANUP.** Contractor shall confine construction equipment, stored materials, and the operations of workers to only those areas prescribed by City. Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.
30. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
31. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the



payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

32. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
33. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
34. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
35. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
36. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
37. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:



- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

38. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
39. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
40. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and



ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit [www.e-verify.gov](http://www.e-verify.gov) for more information regarding the E-Verify System.

41. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
42. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
43. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
44. **INDEMNITY.** Contractor and Owner shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, Owner, their agents, and their employees.
45. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
46. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail,



postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor: 2W Construction Corp. d/b/a 2W Solutions  
 Attention: Nailto Mendes  
 332 Maguire Rd  
 Ocoee, Florida 34761  
 Phone: 407-747-4081  
 E-mail: [nmendes@2wsolutionscorp.com](mailto:nmendes@2wsolutionscorp.com)

If to City of Ocala as Agent for Owner: Daphne Robinson, Esq., Contracting Officer  
 City of Ocala  
 110 SE Watula Avenue, Third Floor  
 Ocala, Florida 34471  
 Phone: 352-629-8343  
 E-mail: [notices@ocalafl.gov](mailto:notices@ocalafl.gov)

Copy to: William E. Sexton, Esq., City Attorney  
 City of Ocala  
 110 SE Watula Avenue, Third Floor  
 Ocala, Florida 34471  
 Phone: 352-401-3972  
 E-mail: [cityattorney@ocalafl.gov](mailto:cityattorney@ocalafl.gov)

47. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

48. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM ,OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER



PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

49. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
50. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
51. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.
52. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
53. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
54. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
55. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
56. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
57. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.




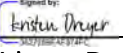
- 58. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
- 59. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

**ATTEST:**

**CITY OF OCALA**

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

Signed by:  
  
 \_\_\_\_\_  
 Kristen Dreyer  
 City Council President

Date: 11/6/2025

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

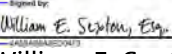
**2W CONSTRUCTION CORP.  
D/B/A 2W SOLUTIONS**

Declassified by:  
  
 \_\_\_\_\_  
 James Haynes, Director  
 Community Development Services

Authorized per:  
  
 \_\_\_\_\_  
 (Authorized Signatory)

**Approved as to form and legality:**

By: Nailto Mendes  
 (Printed Name of Signatory)

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

Title: Sales Manager  
 (Title of Authorized Signatory)

Date: 11/6/2025




CONTRACT# CDS/250327

**Witnesses for Property/Homeowner**

**Signature:**

  
(Signature of First Witness)

C.A. LEWIS  
(Printed Name of First Witness)

  
(Signature of Second Witness)

Natalia Cox  
(Printed Name of Second Witness)

**PROPERTY/HOMEOWNER**

  
(Signature of Property/Homeowner)

Cynthia L. Thomas  
(Printed Name of Homeowner)

Date: 11-13-2025

## Certificate Of Completion

Envelope Id: 35FC2DA1-5D4A-479B-9AB6-BCDF7CE134CE

Status: Completed

Subject: SIGNATURE - Agreement for SHIP/HOME/CDBG-Construction of a Single-Family Home (CDS/250327)

Source Envelope:

Document Pages: 43

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Porsha Ullrich

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

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

Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

## Record Tracking

Status: Original

Holder: Porsha Ullrich

Location: DocuSign

11/5/2025 4:12:32 PM

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

Nailto Mendes

nmendes@2wsolutionscorp.com

Sales Manager

Security Level: Email, Account Authentication (None)

Assinado por:

923AF7627A0A493...

Sent: 11/5/2025 4:15:02 PM

Viewed: 11/6/2025 2:32:22 PM

Signed: 11/6/2025 2:32:59 PM

Signature Adoption: Pre-selected Style

Using IP Address:

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## Electronic Record and Signature Disclosure:

Accepted: 11/6/2025 2:32:22 PM

ID: 3a957cbb-7371-4407-b956-5fa6eaeaf866

William E. Sexton, Esq.

wsexton@ocalafl.gov

City Attorney

Security Level: Email, Account Authentication (None)

Signed by:

4A55AB8A8ED04F3...

Sent: 11/6/2025 2:33:01 PM

Viewed: 11/6/2025 2:35:55 PM

Signed: 11/6/2025 2:41:19 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

## Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 9:02:35 AM

ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

Kristen Dreyer

kdreyer@ocalafl.gov

Council President

City of Ocala

Security Level: Email, Account Authentication (None)

Signed by:

382728BFAF374FC...

Sent: 11/6/2025 2:41:20 PM

Viewed: 11/6/2025 7:17:42 PM

Signed: 11/6/2025 7:18:03 PM

Signature Adoption: Pre-selected Style

Using IP Address:

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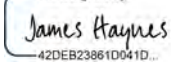
Signed using mobile

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
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James Haynes  
 jhaynes@ocalafl.org  
 Director, Community Development Services  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 42DEB23861D041D...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 2600:387:2:824::42  
 Signed using mobile

Sent: 11/6/2025 7:18:05 PM  
 Viewed: 11/10/2025 12:51:05 PM  
 Signed: 11/10/2025 12:51:34 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/7/2023 8:03:46 AM  
 ID: 2896330f-34db-4ce4-a6ef-e3f38eda28a0

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: 11/10/2025 12:51:36 PM  
 Viewed: 11/10/2025 1:27:20 PM  
 Signed: 11/10/2025 1:27:46 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 11/10/2025 1:27:20 PM  
 ID: 2efc9f55-33d2-4891-9d78-f628a108741d

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/5/2025 4:15:02 PM
Certified Delivered	Security Checked	11/10/2025 1:27:20 PM
Signing Complete	Security Checked	11/10/2025 1:27:46 PM
Completed	Security Checked	11/10/2025 1:27:46 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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