



AGREEMENT FOR GROUNDS MAINTENANCE SERVICES – CEMETERIES - DSBE

THIS AGREEMENT FOR GROUNDS MAINTENANCE SERVICES – CEMETERIES - DSBE ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **TERRY CLARK SERVICES, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 46-5442708) ("Vendor").

WHEREAS, the City of Ocala developed the Diverse Small Business Enterprise ("DSBE") Program to promote and foster business diversity and inclusiveness when providing contracting opportunities with the City of Ocala; and

WHEREAS, on September 19, 2022, the City's DSBE Program issued a Request for Quotations ("RFQ") for grounds maintenance services for various City-owned cemeteries, RFQ No.: PWD/220828 (the "Solicitation"); and

WHEREAS, seven (7) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Willie Clarence Wilkerson, Jr. d/b/a W-N-W Landscaping was found to afford the City best value for Location Group 4; and

WHEREAS, due to the contract termination of W-N-W Landscaping, Terry Clark Services, LLC was chosen to perform cemetery grounds maintenance services in Location Group 4 for the remainder of the Contract Term; and

WHEREAS, Vendor certifies that Vendor is qualified and possesses the required experience and licensure.

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

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Vendor shall only include this Agreement and those documents listed in this section as Exhibits to 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-5)
- Exhibit B: Price Proposal (B-1)
- Exhibit C: Cemetery Location Map (C-1)
- Exhibit D: Cemetery Mowing Schedule (D-1)

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 A, then (2) Exhibit B, then (3) Exhibit C, then (4) Exhibit D.

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Vendor a maximum limiting amount not to exceed **EIGHT THOUSAND, SEVEN HUNDRED FORTY AND NO/100 DOLLARS (\$8,740)** (the "Contract Sum") over the initial contract term as full and complete compensation for the timely and satisfactory



performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work, Exhibit B – Price Proposal** and **Exhibit D – Cemetery Mowing Schedule**.

- A. **Invoice Submission.** All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **Public Works Department, Attn: Tom Casey, 1805 NE 30th Avenue, Bldg. 300, Ocala, Florida 34470**, E-Mail: tcasey@ocalafl.org.
- B. **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.
- C. **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 Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.
- D. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor'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.
- E. **Amounts Due to the City.** Vendor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
- F. **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. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM OF AGREEMENT.** This Agreement shall become effective and commence on **OCTOBER 6, 2023** and continue in effect for a term through and including **OCTOBER 18, 2024** (the "Term"). This Agreement may be renewed for **ONE (1)** additional **TWO (2) YEAR** period by written consent between City and Vendor.

6. **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, pandemics, 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. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK.** Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.

- A. The 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 Vendor in its Proposal. The authority vested in the 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 Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.

8. **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 Document, 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 Vendor 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 Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
 - (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (2) Vendor provides material that does not meet the specifications of the Agreement;
 - (3) Vendor fails to complete the work required within the time stipulated in the Agreement; or
 - (4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.



B. **Vendor's Opportunity to Cure Default.** City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor 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 Vendor 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 Vendor Default.** In the event that Vendor 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 Vendor to complete the required work in accordance with the needs of City;
- (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and
- (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; or (ii) any other remedy as provided by law.

D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **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 Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor 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. Vendor 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 Vendor as permitted under this Agreement and approved by City.

9. **DELAYS AND DAMAGES.** The Vendor 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 Vendor 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.

10. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.

11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any vendor 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.



12. VENDOR REPRESENTATIONS. Vendor expressly represents that:

- A. Vendor has read and is fully familiar with all of 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 Vendor under this Agreement.
- B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
- C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
- D. **Public Entity Crimes.** Neither Vendor, 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. Vendor 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..." Vendor 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.

13. VENDOR RESPONSIBILITIES. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:

- A. Vendor 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.
- B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
- C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
- D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
- E. Vendor 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 Vendor and City may otherwise agree in writing
- F. **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 Vendor 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



15. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Vendor. 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**. City has the authority to stop work or to suspend any work.

16. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Vendor with a combined limit of not less than Fifty Thousand Dollars (\$50,000) for bodily injury and property damage for each accident. Vendor shall name City as an additional insured under the insurance policy.

17. **GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

- One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
- One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
- Coverage for contractual liability is also required.
- City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Vendor. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

18. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability coverage in amounts required by Florida law. If Vendor claims an exemption from workers' compensation coverage, Vendor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In case any class of employees engaged in hazardous work under this Agreement is not protected under Worker's Compensation statutes, the Vendor shall provide and cause each subcontractor to provide adequate insurance satisfactory to the City for the protection of its employees not otherwise protected.

19. **MISCELLANEOUS INSURANCE PROVISIONS.**

- Insurance Requirements.** These insurance requirements shall not relieve or limit the liability of Vendor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Vendor's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Vendor. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided.** Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.
- Deductibles.** Vendor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City. Vendor is responsible for the amount of any deductible or self-insured retention.



C. Certificates of Insurance. Vendor shall provide Certificates of Insurance, accompanied by copies of all endorsements required by this section, that are issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of A-V or greater. Renewal certificates must be forwarded to the **City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail: vendors@ocalafl.org** prior to the policy expiration.

*Non-rated insurers must be pre-approved by the City Risk Manager.

D. Failure to Maintain Coverage. In the event Vendor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement.

E. Severability of Interests. Vendor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, 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.

F. Mandatory Endorsements for All Required Policies. All required policies shall include: (i) endorsement that waives any right of subrogation against the City of Ocala for any policy of insurance provided under this Agreement or under any state or federal worker's compensation or employer's liability act; and (ii) endorsement to give the City of Ocala no less than **THIRTY (30)** days written notice (with the exception of non-payment of premium which requires a **TEN (10)** calendar day notice) in the event of cancellation or material change.

20. **SAFETY/ENVIRONMENTAL**. Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor 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. Vendor 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 Vendor, 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 Vendor. Vendor'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.

21. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Vendor 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.

22. **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 Vendor or any other persons or organizations having a direct contract with Vendor, 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 Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, 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.

23. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Vendor, 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. Vendor 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. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

24. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor 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 Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor 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 Vendor in its performance of its obligations under this Agreement.

25. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.

26. **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.

27. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor 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 Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

28. PUBLIC RECORDS. Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor 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 Vendor 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 Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'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.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

29. AUDIT. Vendor 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.

30. PUBLICITY. Vendor 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.

31. E-VERIFY. In accordance with Executive Order 11-116, Vendor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Vendor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

32. CONFLICT OF INTEREST. Vendor 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. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor'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.

33. **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.
34. **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.
35. **INDEMNITY.** Vendor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and 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 Vendor, its agents, and employees.
36. **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.
37. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Terry Clark Services, LLC
Attention: Terry Clark
5654 Pecan Road
Ocala, Florida 34472
Phone: 352-274-2991
E-mail: masterbarber3771@gmail.com



If to City of Ocala:

Daphne M. Robinson, Contracting Officer
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-629-8343
 Fax: 352-690-2025
 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

38. 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.

39. 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.

40. 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.

41. 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.

42. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

43. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor 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.

44. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

45. **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.

46. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

47. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

48. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

49. **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.

50. **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 11/28/2023.

ATTEST:

DocuSigned by:

Angel B. Jacobs10DB3574C28E54A5
Angel B. Jacobs
City Clerk**Approved as to form and legality:**

DocuSigned by:

William E. Sexton10DB3574C28E54A5
William E. Sexton, Esq.
City Attorney**CITY OF OCALA**

DocuSigned by:

Ken Whitehead10DB3574C28E54A5
Ken Whitehead
Assistant City Manager**TERRY CLARK SERVICES, LLC**

DocuSigned by:

A handwritten signature of Terry Clark.

10CE6BA1BD39403...

By: Terry Clark Services, LLC
(Printed Name)Title: Owner

(Title)

Exhibit A – SCOPE OF WORK**CONTRACT# PWD/220828****BACKGROUND**

1. Vendor shall provide grounds maintenance services for city-maintained cemeteries in the northeast and northwest sections of the City. These services include maintaining City-owned right-of-way, cemeteries, parcels, and other designated areas indicated in **Exhibit C**.

LICENSING REQUIREMENTS

1. **Temporary Traffic Control (TCC) Certification Requirement:** If operations will stop or impede traffic, the Vendor must possess and maintain a Florida Department of Transportation Temporary Traffic Control (TCC) Intermediate Certification and maintain traffic as required by TTC guidelines.
2. **Florida Commercial Applicator Requirement:** If using restricted herbicides Vendor must be licensed as a commercial applicator with the Florida Department of Agriculture and Consumer Services.

DEFINITIONS

1. **Trash:** Defined as anything loose and useless, including, but not limited to bottles, cans, paper, plastic bags, plastic bottles, plastic food wrappers, and Styrofoam cups and plates. Vendor must provide the amount of trash picked up on each invoice. (Only an approximate amount and should be measured in lawn leaf size bags, i.e. – how many bags of trash was picked up for each cycle completed).
2. **Debris:** Defined as objects lying on the ground in an area to be mowed that are mostly organic, including, but not limited to: tree limbs less than six inches (6") in diameter and smaller than six feet (6') in length, tree branches, twigs, hedge clippings, and sapling trimmings. One or two broken concrete blocks would qualify as debris, but an abundance of blocks would be the City's responsibility to remove. If the Vendor finds large items such as old tires, concrete blocks, old chairs or sofas, dead car batteries, etc., on a site to be mowed, Vendor shall contact the City Project Manager to report the findings and the City will remove and properly dispose of the debris. Otherwise, it is the Vendor's responsibility to remove and properly dispose of the debris before mowing.

MOWING

1. Mow at a height of two inches (2") for Bahia grass, and three inches (3") for St. Augustine grass.
2. Vendor shall mow all grassed areas in accordance with the frequencies indicated below:

Month	Cuts per Month
January	1
February	1
March	1
April	2
May	2
June	3
July	3
August	3
September	2
October	2
November	2
December	1
Total cuts per year:	23

Exhibit A – SCOPE OF WORK

CONTRACT# PWD/220828

3. There are additional mowing cycles in the heavier summer months; Vendor **shall** comply with the schedule.
4. Vendor shall provide a manicured professional mowing project at each cemetery. The following maintenance duties are required each mowing cycle at all properties:
 - A. Mow and weed eat each property, including the city right-of-way. Survey markers, fire hydrants, electric poles, and water meters usually determine the roadway/right-of-way limits.
 - B. Sidewalks and curbs must be properly edged, provide an edge line with power equipment.
 - C. Litter such as any trash and debris, must be picked up and disposed of properly.
 - D. Areas must be sprayed for weed control as needed.
 - E. Vendor is responsible for straight-up headstones and replacing them back in the correct position if hit or damaged.
 - F. Graves must be properly cleared of grass clippings.
- G. **Photo Submission:** After completion of each location, Vendor shall take a photo of the completed cemetery/property using the Solocator or Timestamp cell phone app and e-mail the photo to the City designated e-mail address(es) as instructed by the City Project Manager no later than 8:00 AM the next business day.

Vendor can visit the following links for additional details regarding the Solocator or Timestamp apps: www.solocator.com or www.timestampcamera.com.

5. **Trash and Debris:** Vendor must pick up trash and debris in and around the area to be mowed (which includes fence lines) before mowing and properly dispose of it so it is not chopped up by the mower. Vendor is responsible for a clean area (free of trash and debris) with a neat appearance (even cut and no clumps of grass to remain in the mowed areas).
6. **Inspections:** All mowed areas will be inspected by the City Project Manager or designee.
7. **Damages:** Vendor shall be responsible for any and all damage caused while performing grounds maintenance/mowing services including, but not limited to, damage to any water sprinkler systems, shrubs, trees, fence, gates, etc.
 - A. Vendor shall report all damage immediately to the City Project Manager.
 - B. The City Project Manager, in their sole discretion, will inspect and render a final decision as to the replacement and/or repairs that will be necessary.
 - C. All replacement and/or repairs will be performed by Vendor at no additional cost to the City.
 - D. Any damaged ground sprinklers must be repaired immediately to ensure compliance with water conservation regulations.
8. **Backflows:** Backflow assembly units 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). Vendor's employees must always have a wrench in their possession so that water can be shut off should damage occur to a backflow assembly.

Exhibit A – SCOPE OF WORK**CONTRACT# PWD/220828****TRIMMING AND SPRAYING**

1. **Trimming:** Trimming shall be performed in areas inaccessible by mowers (fence lines, trees, signs, headstones, etc.).
2. **Chemical Use Near Private Property:** When using chemicals to treat fence lines, special care shall be used to ensure chemicals are not sprayed onto adjacent private property. No blue dies with herbicide.
3. **Fence Spraying:** A three-inch (3") swath shall 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.
 - A. If the adjacent side is a private property only a three-inch (3") swath shall be sprayed on the City property.
 - B. Once the vegetation has been treated with chemicals, the dead grass, weeds, and vines shall be removed with a weed-eater or similar device down to ground level and the remaining dead vegetation removed from the fence.
4. **Tree Spraying:** A three-inch (3") diameter area from the base of trees shall be maintained when trimming around trees.
 - A. Vendor shall chemically kill or retard the growth directly under trees using Roundup or other suitable and equally effective herbicide.
 - B. When chemically trimming around trees, special care shall be given so as not to spray the suckers growing from the ground around the tree as this may damage or kill the tree.
 - C. Removal of the bark greater than 25% of the diameter of the tree shall require the tree to be replaced by Vendor at no additional cost to the City. This is common around Crape Myrtles and not normally found around oaks and other common hardwood trees.
5. **Grass Debris:** Grass shall never be blown into roadways or retention ponds. Vendor shall ensure all grass cuttings are kept off the streets and sidewalks.
6. **Sidewalks and Edging:** Sidewalks shall be edged. Vendor shall provide proper edging techniques & equipment to edge all curbs and sidewalks, a gas-powered edging tool is required.
 - A. In areas where there are cracks in the sidewalks or curbing with grass and weeds growing through, the vegetation shall be sprayed with an approved herbicide.
 - B. After the vegetation is dead, it shall be removed with a weed-eater or similar string device.

VENDOR RESPONSIBILITIES

1. **Coordination:** Work shall be coordinated with the City Project Manager, Tom Casey, Telephone: 352-351-6733, e-mail: tcasey@ocalafl.org.
2. **Work Hours:** All mowing will be performed between the hours of 7:00 AM and 5:00 PM, Monday through Friday.
 - A. Any change to days and/or times must be approved by the City Project Manager.
 - B. There will be no mowing on City-observed holidays, please refer to the section HOLIDAY SCHEDULE.
 - C. Weekend work may be done at the Vendor's discretion, but the City reserves the right to prohibit weekend work.

Exhibit A – SCOPE OF WORK**CONTRACT# PWD/220828**

- D. Vendor shall immediately notify the City Project Manager of any emergency situations that arise during the performance of work.
- 3. **Delays:** The City does not include an allowance for delays caused by the effects of inclement weather; however, the City will grant time extensions, on a case-by-case basis, for delays caused by the effects of rains or other inclement weather conditions.
 - A. No additional compensation will be made for delays caused by inclement weather.
 - B. The Vendor shall submit a written request to the City Project Manager (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather.
- 4. The Vendor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
- 5. The Vendor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
- 6. Vendor's employees shall wear shirts or have a badge which identifies the company, and all trucks belonging to the Vendor must display the company's name.
- 7. When working near roadways, the employee shall wear an FDOT (Florida Department of Transportation) approved vest and place FDOT-approved safety cones and FDOT approved "Men Working Signs" in front of, and behind, company vehicles.
- 8. **Sinkholes:** Vendor shall report any sinkholes found to the Public Works Department: 352-351-6733.
- 9. **Properties with Gates:** Vendor shall report any gates needing repair for failure to close, open, or lock to the City Project Manager. All cemetery gates must be closed and locked when finished mowing.
- 10. **Completion Reporting:** At the end of each working day, Vendor shall submit a list of all ditch-line locations which have been mowed to the City Project Manager.

VENDOR EMPLOYEES AND EQUIPMENT

- 1. Vendor 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. At least one crew member must communicate fluently in English.
- 3. The Vendor shall provide an assigned Project Manager, who will be the primary point of contact. Vendor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
- 4. At the request of the City, the Vendor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Vendor must each be promptly notified by the other of any complaints received.
- 5. The employees of the Vendor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
- 6. Vendor will operate as an independent Vendor 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 his employees.

Exhibit A – SCOPE OF WORK**CONTRACT# PWD/220828**

7. Supervision of each mowing crew or sub-contra
8. No smoking is allowed on city property or projects.
9. **Equipment:** Vendor must possess/obtain all required equipment to perform the work.
 - A. Proper equipment must be used to mow City sites to prevent scalping, rutting, or cutting off tops of slopes with mowing equipment, causing soil erosion.
 - B. All equipment must be properly maintained with sharp blades, so the grass is cut and not torn, causing damage to the grass plants.
 - C. A list of equipment shall be provided to the City upon request.

SAFETY

1. The Vendor shall be fully responsible for meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-Vendors, staff, public, etc.
2. In no event shall the City be responsible for any damages to any of the Vendor's equipment or clothing lost, damaged, destroyed or stolen.

HOLIDAY SCHEDULE

1. The City of Ocala recognizes the following holidays:

New Year's Day	January 1 st
Dr. Martin Luther King, Jr.	3 rd Monday in January
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans' Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Thanksgiving Day (day after)	4 th Friday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th

2. If the holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. If the holiday falls on a Sunday, the holiday shall be observed on the following Monday or as designated by the City.

INVOICING

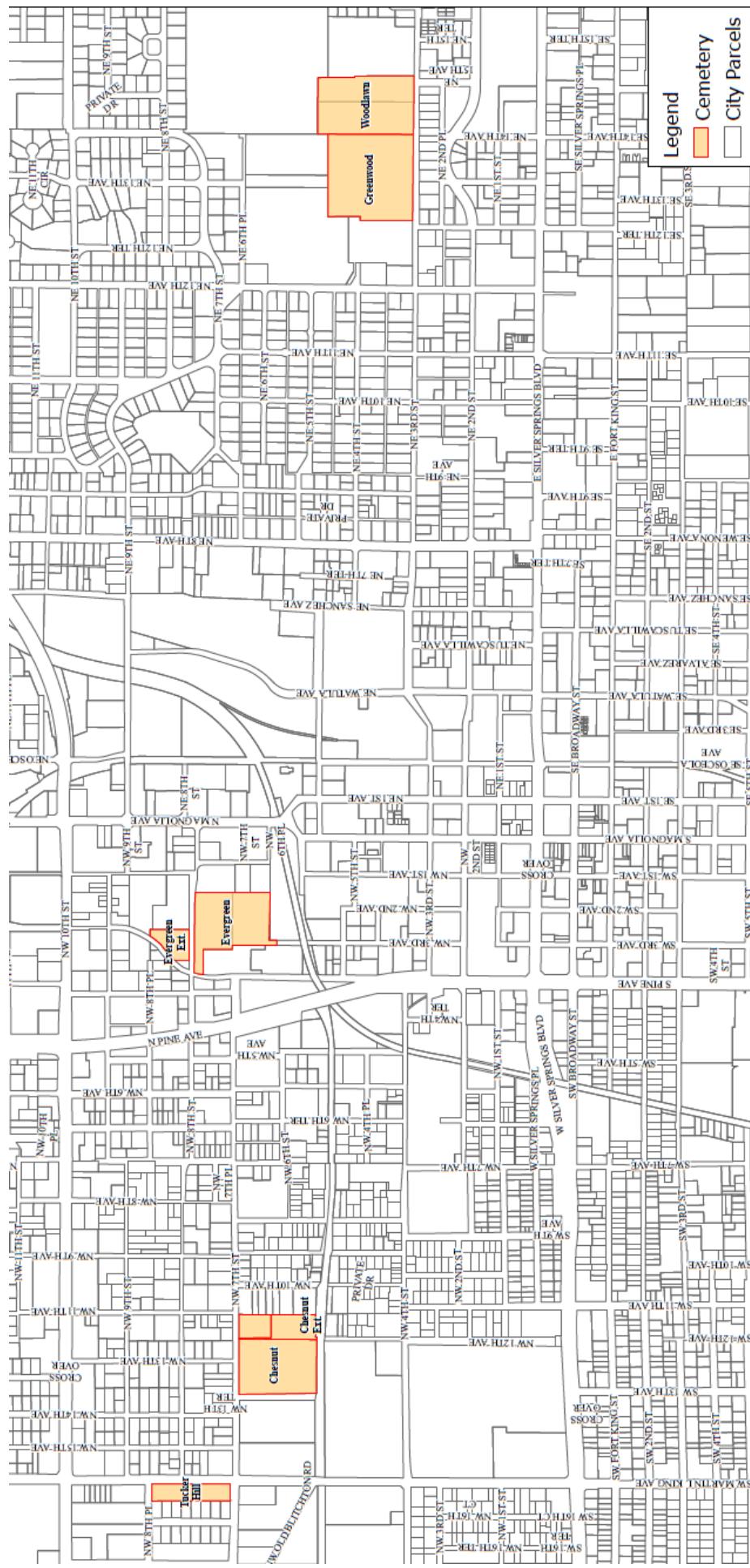
1. All original invoices will be sent to: Tom Casey, Project Manager, Public Works Department, 1805 NE 30th Avenue, Building 300, Ocala, FL 34470, e-mail: tcasey@ocalafl.org, 352-351-6873.
2. Vendor will invoice at least once a month.

Exhibit B – Price Proposal**CONTRACT# PWD/220828**

Terry Clark Services, LLC					
Group	Description	UOM	Quantity/ Mow	Cost/ Per Mow	Ext. Cost
4	Evergreen Cemetery and Evergreen Cemetery Ext.	EA	23	\$ 380.00	\$ 8,740.00

CONTRACT# PWD/220828

Exhibit C – Map of Cemetery Locations



C - 1

Exhibit D - Mowing Schedule

RFQ# PWD/220828

MONTH	YEAR 1	YEAR 2
Oct 2nd Cut	October 23-29, 2022	October 22-28, 2023
November	November 6-12, 2022	November 5-11, 2023
Nov 2nd Cut	November 20-29, 2022	November 15-22, 2023
December	December 14-21, 2022	December 13-20, 2023
January	January 11-18, 2023	January 14-20, 2024
February	February 8-15, 2023	February 18-24, 2024
March	March 12-18, 2023	March 17-23, 2024
April	April 2-8, 2023	April 7-13, 2024
April 2nd Cut	April 16-22, 2023	April 21-27, 2024
May	May 7-13, 2023	May 5-11, 2024
May 2nd Cut	May 21-27, 2023	May 19-25, 2024
June	June 4-10, 2023	June 2-8, 2024
June 2nd Cut	June 11-17, 2023	June 11-18, 2024
June 3rd Cut	June 21-28, 2023	June 20-27, 2024
July	July 5-12, 2023	July 7-13, 2024
July 2nd Cut	July 16-22, 2023	July 17-23, 2024
July 3rd Cut	July 23-29, 2023	July 25-31, 2024
August	August 1-8, 2023	August 6-13, 2024
August 2nd Cut	August 13-19, 2023	August 15-22, 2024
August 3rd Cut	August 23-30, 2023	August 25-31, 2024
September	September 10-16, 2023	September 8-14, 2024
Sep 2nd Cut	September 24-30, 2023	September 22-28, 2024
October	October 8-14, 2023	October 6-12, 2024

Certificate Of Completion

Envelope Id: EDE55EC008C34906BBAA914C56C7F1BF

Status: Completed

Subject: FOR SIGNATURE - Grounds Maintenance Services - Cemeteries (PWD/220828)

Source Envelope:

Document Pages: 21

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Patricia Lewis

AutoNav: Enabled

Enveloped Stamping: Enabled

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

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

11/27/2023 4:00:00 PM

Holder: Patricia Lewis

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

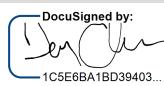
Location: DocuSign

Signer Events**Signature****Timestamp**

Terry Clark Services, LLC

masterbarber3771@gmail.com

Owner

Security Level: Email, Account Authentication
(None)

Signature Adoption: Drawn on Device

Sent: 11/27/2023 4:02:55 PM

Viewed: 11/27/2023 4:03:28 PM

Signed: 11/27/2023 4:04:57 PM

Electronic Record and Signature Disclosure:

Accepted: 11/27/2023 4:03:28 PM

ID: dcd33a96-e324-47d4-b08a-e15df116630e

William Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Sent: 11/27/2023 4:04:58 PM

Viewed: 11/28/2023 11:21:06 AM

Signed: 11/28/2023 11:22:09 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)

Signature Adoption: Pre-selected Style

Sent: 11/28/2023 11:22:11 AM

Viewed: 11/28/2023 11:26:19 AM

Signed: 11/28/2023 11:29:37 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Angel B. Jacobs

ajacobs@ocalafl.org

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Sent: 11/28/2023 11:29:39 AM

Viewed: 11/28/2023 11:48:28 AM

Signed: 11/28/2023 11:49:02 AM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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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	11/27/2023 4:02:55 PM
Certified Delivered	Security Checked	11/28/2023 11:48:28 AM
Signing Complete	Security Checked	11/28/2023 11:49:02 AM
Completed	Security Checked	11/28/2023 11:49:02 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.