



AGREEMENT FOR PLUMBING REPAIR, INSPECTION, AND BACKFLOW SERVICES

THIS AGREEMENT FOR PLUMBING REPAIR, INSPECTION, AND BACKFLOW SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **PITSCH PLUMBING SERVICE, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-3489364) ("Contractor").

WHEREAS, on May 31, 2023, City issued a Request for Quote ("RFQ") to provide plumbing repair, maintenance, backflow inspection, and repair services to support the City of Ocala's Fleet and Facilities Department, RFQ No.: FAC/230519 (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, Pitsch Plumbing Service, Inc. was chosen as the intended awardee to provide plumbing repair, maintenance, backflow inspection, and repair services to support the City of Ocala's Fleet and Facilities Department ("the Services"); and

WHEREAS, Contractor certifies that Contractor is qualified and possesses the required licensure, skills, and experience to perform the work required for the Services.

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

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor 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.

Exhibits to Agreement: The Exhibits to this Agreement are as follows:

Exhibit A: Scope of Work (A-1 through A-4)

Exhibit B: Price Proposal (B-1)

Exhibit C: Backflow Sites (C-1 through C-5)

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.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, and permits necessary for Contractor to perform its obligations under this Agreement as set forth the attached **Exhibit A - Scope of Work** and Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** The highest total compensation payable to Contractor by City under this Agreement for the timely and satisfactory performance of services in compliance with the Contract Documents shall be **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory performance



of services to the City over the Term of the Agreement in accordance with the Contract Documents and unit pricing set forth below.

- A. **Pricing.** Compensation shall be payable to Contractor based on the pricing set forth in **Exhibit B – Price Proposal** and may only be adjusted by written amendment executed by both parties.
- B. **Renewal Pricing Increases.** Pricing shall remain firm and fixed during the Initial Term of this Agreement. Any renewal price adjustment shall be subject to negotiation and must be approved by the City of Ocala. Vendor shall submit a written request for price adjustment identifying the reason for the price increase, and attach suitable documentation in support of same, no less than **NINETY (90) DAYS** prior to the expiration of the then-existing Contract Term. No retroactive price adjustments will be allowed. Pricing increases shall not exceed the lesser of: (i) the amount of the percentage increase reflected in the Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted, based upon the most recent **TWELVE (12) MONTH** period; or (ii) **THREE PERCENT (3%) ANNUALLY** unless there are mitigating market conditions.
- C. **Invoice Submission.** Contractor must invoice at least once a month, or within **TWENTY-FOUR (24) HOURS** after completing work. Contractor will be given a cover sheet provided by the City. The coversheet must be filled out correctly and submitted with each invoice. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, an Invoice Date and Location of Services. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Facilities Department**, 1805 NE 30th Ave., Bldg. 200 Ocala, Florida 34470 Attn: **Ken McDuffie**, E-Mail: facilities@ocalafl.gov Telephone: (352) 401-6993.
- 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; 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 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 the 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.
5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **JULY 26, 2023** and continue for a term of **TWO (2) YEARS**, through and including **JULY 25, 2025**. This Agreement may be renewed for **TWO (2)** additional **ONE-YEAR (1-Year)** periods by written consent between City and Contractor.
- A. **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.
- B. 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.
- C. 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.
- D. 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.
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. Contractor performance shall be extended for a number of days equal to the duration of the force majeure.
- C. 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.



6. **INSPECTION AND ACCEPTANCE OF THE WORK.** All services, work, and materials provided by Contractor under this Agreement shall be provided under the direction and 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, the rate of progress of the work, 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 Bid. 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 Services.
- B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or safety precautions or programs incident to Contractor's provision of Services under this Agreement.
7. **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's performance or workmanship falls below acceptable City or trade standards;
 - (2) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (3) Contractor provides material that does not meet the specifications of the Agreement;
 - (4) Contractor fails to complete the work required within the time stipulated in the Agreement; or
 - (5) 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 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 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 Contractor 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, 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.
8. **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 Substantial Completion and/or 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 Substantial Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **ONE HUNDRED AND NO/100 DOLLARS (\$100)** per day for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion in the Contract Documents. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract Documents for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City, as liquidated damages and not as a penalty, additional sum of **FIFTY AND NO/100 DOLLARS (\$50)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.



- 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.
9. **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.
10. **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.

11. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
12. **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.
13. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:
 - A. Contractor 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 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, and 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 familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
 - E. **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.
14. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the 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.

- B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures, and safety precautions or programs incident thereto.
 - C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - 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, and be responsible for all costs associated with same.
 - E. 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.
15. **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.
16. **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.
17. **COMMERCIAL AUTO 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 auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, 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.
18. **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. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by



or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. 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. **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.**

20. **MISCELLANEOUS INSURANCE PROVISIONS.**

- 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, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, 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.org. 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. Failure to Maintain Coverage. In the event Contractor 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 Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.
 - E. 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.
 - F. 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.org.
 - G. 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.
 - H. 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.
18. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. 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.
- 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.
19. **TRAFFIC CONTROL AND BARRICADES.** Contractor shall mitigate impact on local traffic conditions to all extents possible. Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. 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.



20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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 Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.



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

27. **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.
28. **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.
29. **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 for more information regarding the E-Verify System.

30. **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.
31. **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.
32. **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.
33. **INDEMNITY.** Contractor 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, its agents, and employees.
34. **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.
35. **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:

Pitsch Plumbing Service, Inc.
 Attention: David Roshwald
 3704 SE 36th Avenue
 Ocala, Florida 34471
 Phone: 352-427-5394
 E-mail: workhorders@plumbing.cfcoxmail

If to City of Ocala:

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

Copy to:

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

36. **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.
37. **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.



38. **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.
39. **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.
40. **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.
41. **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.
42. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
43. **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.
44. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
45. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
46. **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.
47. **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.



48. **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 7/24/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
F82768461C4E4E5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...
Ken Whitehead
Assistant City Manager

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...
William E. Sexton, Esq.
City Attorney

PITSCH PLUMBING SERVICE, INC.

DocuSigned by:
David Roshwald
F078647376B8471...

By: David Roshwald
(Printed Name)

Title: President
(Title of Authorized Signatory)

Exhibit A – SCOPE OF WORK**CONTRACT# FAC/230519****BACKGROUND**

1. Contractor must provide plumbing repair, maintenance, and backflow inspection and repair services at City-owned sites.

DELIVERY

1. Supplies will be delivered or shipped to Fleet and Facilities Management, 1805 NE 30th Avenue, Building 200, Ocala, FL, 34470.
2. Scheduling of all deliveries shall be coordinated with the City Project Manager.

PROJECT SUMMARY, DELIVERABLES, AND HOURS

1. **Project Summary:** The Contractor will be required to perform maintenance, repair, inspections, and/or installation of the following for the City of Ocala:
 - Water and sewer lines
 - Water fountains
 - Restroom fixtures
 - Main drain lines and plumbing systems
 - Auxiliary equipment
 - Backflow devices
 - Inspections must be completed annually. The Contractor must provide an annual schedule of inspections to the City Project Manager.
 - Contractor must complete a Backflow Prevention Assembly Test and Maintenance report (provided by the project manager) and attach a service tag to each device after completion of the inspection. A complete report must be provided to the project manager within 14 days of completing the inspection.
 - Contractor must notify the project manager of any service interruptions during testing via email.
 - Contractor must notify the project manager immediately of any illegal cross-connections, incorrect installations, or any hazard to the water system observed during annual backflow testing.
 - The area around the backflow must be returned to the original state upon completion of any repairs.
2. **Deliverables:** The Contractor shall provide monthly reports of all work in progress. Deliverables must be provided to the City of Ocala Project Manager before payment for such work.
3. **Working Hours:** The normal/standard working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Contractor shall provide 48-hour advance notice to City Project Manager for work outside normal shift hours. The city may decline the request.
4. **Emergency Requests:** Contractor must respond to an emergency request within one (1) hour from the initial notification of the request. Contractor shall begin work as scheduled with the City Project Manager.

Exhibit A – SCOPE OF WORK**CONTRACT# FAC/230519****WRITTEN QUOTES**

1. The Contractor shall submit a detailed written estimate of any proposed repairs prior to any work being performed by the Contractor. Written quotes shall be submitted within three (3) days of the initial request by the City. The Contractor shall submit an itemized not-to-exceed price, giving a full description of the project for each project covered by this contract.
2. Written quotes shall list the location name and address. The project estimate shall list each and every item per bid specifications, i.e., items and quantity, and all hardware items used. Each quote shall be submitted to the City Project Manager by email with a clear sketch or drawing (if applicable).

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent Contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must have a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

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

Exhibit A – SCOPE OF WORK**CONTRACT# FAC/230519****CONTRACTOR RESPONSIBILITIES**

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

SUB-CONTRACTORS

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

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** The Contractor shall keep the premises free at all times from the accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not be limited to:
 - A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonably neat condition.
 - B. Work site will be completely cleaned after each day of work.
 - C. Contractor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean the entire work area as applicable.
 - A. All furnishings and equipment shall be placed back in their original locations.
 - B. All work areas must be returned to their original condition.
 - C. The Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*

Exhibit A – SCOPE OF WORK**CONTRACT# FAC/230519****SAFETY**

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

WARRANTY

1. Contractor will provide a one-year material and labor warranty from the date of completion, against operational failure caused by defective material or workmanship which occurs during normal use.
2. All manufacturer warranty documentation and owner/operator manuals must be provided before the final payment request.

Exhibit B - PRICE PROPOSAL			CONTRACT# FAC/230519
	PLUMBING REPAIR, INSPECTION, AND BACKFLOW SERVICES		
	PITSCH PLUMBING SERVICE, INC.		
INITIAL CONTRACT TERM PRICING			
ITEM	DESCRIPTION	UOM	COST
1	Licensed Plumber - Standard Rate	HR	\$ 95.00
2	Laborer/Helper - Standard Rate	HR	\$ 25.00
3	Certified Backflow Tester - Standard Rate	HR	\$ 95.00
4	Backflow Inspection - Flat Rate	EA	\$ 65.00
5	Materials Cost Markup	% Markup	30%

Exhibit C - Backflow Sites

CONTRACT# FAC/230519

Company		Address	Serial	Special	Device	Devsizes	MFG
City 001-15-316-512-57600X		2000 NE 30TH AVE CLINIC		PR		0	
City 001-18-835-521-57600 G		402 S PINE AVE	12910	Police	DDAM3SJ	3	AMES
City 001-18-835-521-57600 G		402 S PINE AVE	21220	Police	DDWAAJG	2	WATTS
City 001-18-835-521-57600 G		402 S PINE AVE	9811121357	Police	DCF80M	8	FEBCO
City 001-18-835-521-57600 G		402 S PINE AVE	817	Police	DCAM2SH	2	AMES
City 001-18-835-521-57600 G		3100 SW COLLEGE RD LS0075	08558	LS-75	RPAM40D	0.75	AMES
City 001-19-910-522-57600 H		FRSTA NE 3 ST	2619140	FS	RDWI9	2	WILKINS
City 001-19-910-522-57600 H		410 NE 3RD ST	2634121	FIRE ADMIN.	RPWI9FD	0.75	WILKINS
City 001-19-910-522-57600 H		236 NE TUSCAWILLA AVE	2634105	FIRE ADMIN.	RPWI9FD	0.75	WILKINS
City 001-19-910-522-57600 H		2701 SE 36TH AVE Fire 2	01664	FS	RPAM40J	1.5	AMES
City 001-19-910-522-57600 H		2701 SE 36TH AVE Fire 2	187395	FS	PVWI72G	1.5	WILKINS
City 001-19-910-522-57600 H		3300 SW 20TH ST Fire 4	2627433	FS	RPWI9FG	1.5	WILKINS
City 001-19-910-522-57600 H		3300 SW 20TH ST Fire 4	9440208	FS	DCAM2SK	4	AMES
City 001-19-910-522-57600 H		3300 SW 20TH ST Fire 4	2581331	FS	RPWI9FE	1	WILKINS
City 001-19-910-522-57600 H		5220 SW 50TH CT # 6	2627443	FD	RPWI9FG	1.5	WILKINS
City 001-19-910-522-57600 H		5220 SW 50TH CT # 6	155900	FD	DDAM3SL	6	AMES
City 001-19-910-522-57600 H		5220 SW 50TH CT # 6	222379	FD	DCWA02D	0.75	WATTS
City 001-19-910-522-57600 H		5220 SW 50TH CT # 6	A19783	FD	DCWA03G	1.5	WATTS
City 001-20-020-519-57600 L		405 SE OSCEOLA AVE Annex	2581309		RPWI9FE	1	WILKINS
City 001-20-020-519-57600 L		405 SE OSCEOLA AVE Annex	2581312		RPWI9FE	1	WILKINS
City 001-20-020-519-57600 L		405 SE OSCEOLA AVE Annex	2575529		RPWI9FE	1	WILKINS
City 001-21-021-572-57600 F		827 NE SANCHEZ AVE Parks Adm.	2605324	PR	RPWI9FG	1.5	WILKINS
City 001-21-021-572-57600 F		836 NE SANCHEZ AVE Aud. Irri.	2581326	PR	RPWI9FE	1	WILKINS
City 001-21-120-572-57600 F		17TH AVE SE 7TH ST Walker	2722870	PR	RPWI9FE	1	WILKINS
City 001-21-120-572-57600 F		GANTT SE 36 AV Rest Rooms	2643651	PR	RDWI9	2	WILKINS
City 001-21-120-572-57600 F		512 N MAGNOLIA AVE Irr.	2627460	PR	RPWI9FG	1.5	WILKINS
City 001-21-120-572-57600 F		100 N MAGNOLIA AVE LOT 5	2581325	PR	RPWI9FE	1	WILKINS
City 001-21-120-572-57600 F		100 N MAGNOLIA AVE LOT 5	2581306	PR	RPWI9FE	1	WILKINS
City 001-21-120-572-57600 F		1635 N MAGNOLIA AVE Merchants Park	2643688	PR	RDWI9	2	WILKINS
City 001-21-120-572-57600 F		501 NE 3RD ST S.W Building	2970180	PR	RPWI9FG	1.5	WILKINS
City 001-21-120-572-57600 F		1247 NE 3RD ST Model R.R	2634094	PR	RPWI9FD	0.75	WILKINS
City 001-21-120-572-57600 F		1247 NE 3RD ST Nusery	2704395	PR	RDWI9	2	WILKINS
City 001-21-120-572-57600 F		2005 NE 3RD ST H.N.C	2581329	PR	RPWI9FE	1	WILKINS

Exhibit C - Backflow Sites

CONTRACT# FAC/230519

Company		Address		Serial	Special	Device	Devsizes	MFG
City 001-21-120-572-57600 F		551 NE SANCHEZ AVE Conn. Stand		2722505	PR	RPWI9FE	1	WILKINS
City 001-21-120-572-57600 F		631 NE SANCHEZ AVE Tus. R.R		2582524	PR	RPWI9FD	0.75	WILKINS
City 001-21-120-572-57600 F		700 NE SANCHEZ AVE Tus. B.B		2627473	PR	RPWI9FG	1.5	WILKINS
City 001-21-120-572-57600 F		2200 NW 16TH ST Bryant. R.R		W318691	PR	RPWI9FD	0.75	WILKINS
City 001-21-120-572-57600 F		2200 NW 17TH PL Bryant		2581333	PR	RPWI9FE	1	WILKINS
City 001-21-120-572-57600 F		0 NW 19TH AVE W. 40/NW 19th Ave.		WWW	PR	A	2	AMES
City 001-21-120-572-57600 F		1400 NW 4TH ST MLK ?		AE2325	PR	DCFE80H	2	FEBCO
City 001-21-120-572-57600 F		1400 NW 4TH ST MLK ?		2643644	PR	RDWI9	2	WILKINS
City 001-21-120-572-57600 F		945 SE 10TH ST Idylweir		A84917	PW	DCWA02E	1	WATTS
City 001-21-120-572-57600 F		1500 SE 15TH AVE Clyatt R.R		2581297	PR	RPWI9FE	1	WILKINS
City 001-21-120-572-57600 F		1400 SE 17th St.		2581292	PR	RPWI9FE	1	WILKINS
City 001-21-120-572-57600 F		1500 SE 17TH ST Clyatt Baseball		10244	PR	RPAM40D	0.75	AMES
City 001-21-120-572-57600 F		100 SE 1ST AVE Square Irr.		2643669	PR	RDWI9	2	WILKINS
City 001-21-120-572-57600 F		1620 SE 30TH AVE Nature R.R		NEED #	PR	RPAM40D	0.75	AMES
City 001-21-120-572-57600 F		2001 SE 32ND AVE Coleman Center		2575531	PR	RPWI9FE	1	WILKINS
City 001-21-120-572-57600 F		3800 SE 7TH ST Highlands		2627447	PR	RPWI9FG	1.5	WILKINS
City 001-21-120-572-57600 F		2751 SW 24TH AVE Scott Springs		2642831	PR	RDWI9	2	WILKINS
City 001-21-120-572-57600 F		3500 SW 67TH AVE ORS ?		2581319	PR	RPWI9FE	1	WILKINS
City 001-21-120-572-57600 F		3500 SW 67TH AVE-SPORTSPLEX		2581327	PR	RPWI9FE	1	WILKINS
City 001-21-120-572-57600 F		3800 SW COLLEGE RD Median			PR SERIAL # UNREADABLE	RPFE8YE	1	FEBCO
City 001-21-123-575-57600 F		3301 E FORT KING ST F.K.T.C Courts		2643686	PR	RDWI9	2	WILKINS
City 001-21-123-575-57600 F		3301 E FORT KING ST F.K.T.C		2581323	PR	RPWI9FD	0.75	WILKINS
City 001-21-123-575-57600 F		830 NE 8TH AVE Senior Center		2627448	PR	RPWI9FG	1.5	WILKINS
City 001-21-123-575-57600 F		500 NE SANCHEZ AVE Am. Legion		2905286	PR	RPWI9FE	1	WILKINS
City 001-21-123-575-57600 F		701 NE SANCHEZ AVE D.C		2581332	PR	RPWI9FE	1	WILKINS
City 001-21-123-575-57600 F		701 NE SANCHEZ AVE ??		2581313	PR	RPWI9FE	1	WILKINS
City 001-21-123-575-57600 F		2200 NW 17TH PL Bryant ??		2627445	PR	RPWI9FG	1.5	WILKINS
City 001-21-123-575-57600 F		1510 NW 4TH ST E.C. R		2643681	PR	RDWI9	2	WILKINS
City 001-21-123-575-57600 F		1510 NW 4TH ST MLK Irr.		2643645	PR	RDWI9	2	WILKINS
City 001-21-123-575-57600 F		1510 NW 4TH ST MLK Football		24828	PR	DCAMAAL	2	AMES
City 001-21-123-575-57600 F		2390 SE 36TH AVE Gantt?		3092912	PR	RDWI9	2	WILKINS
City 001-21-123-575-57600 F		2390 SE 36TH AVE Gantt?		3015612	PR	RPWI97D	0.75	WILKINS
CITY 001-21-126-575-57600 F		836 NE SAN AV City Aud.		2627441	PR	RPWI9FG	1.5	WILKINS

Exhibit C - Backflow Sites

CONTRACT# FAC/230519

Company		Address		Serial	Special	Device	Devsizes	MFG
CITY 001-21-128-572-57600 F		3900 BLK W SS Gateway Median		A001280	PR	RPFE8YE	1	FEBCO
City 001-23-023-519-57600 B		1801 NE 30TH AVE Complex		2619160	PW	RPWI9FH	2	WILKINS
City 001-23-120-572-57600 B		900 SE 22ND ST Fisher		2634068	PR	RPWI9FD	0.75	WILKINS
City 001-23-120-572-57600 B		900 SE 22ND ST Fisher ?			PR	RPWI9FE	1	WILKINS
City 001-23-128-572-57600 B		2600 E SILVER SPRINGS BLVD		A014727	Vet Park S	RPFE8YE	1	FEBCO
City 001-23-128-572-57600 B		2600 E SILVER SPRINGS BLVD		A014730	Vet Park	RPFE8YE	1	FEBCO
City 001-23-128-572-57600 B		2600 E SILVER SPRINGS BLVD		A001255	Vet Park	RPFE8YE	1	FEBCO
City 001-23-128-572-57600 B		220 NE TUSCAWILLA AVE		2575525	PR	RPWI9FE	1	WILKINS
City 001-23-128-572-57600 B		1700 SE 14TH AVE Ritterhoff		2581295	PR	RPWI9FE	1	WILKINS
City 001-23-128-572-57600 B		400 SE 30TH AVE		2634069	PR	RPWI9FD	0.75	WILKINS
City 001-23-128-572-57600 B		700 SE 30TH AVE		2581316	PR	RPWI9FE	1	WILKINS
City 001-23-128-572-57600 B		800 SE 30TH AVE			PR	RPAM40D	0.75	AMES
City 001-23-128-572-57600 B		700 W SILVER SPRINGS BLVD		2643677	PR	RDWI9	2	WILKINS
City 001-23-320-541-51800 B		1310 NW 7TH ST Chestnut		2634076	PW	RPWI9FD	0.75	WILKINS
City 001-23-320-541-51800 B		310 NW 8TH ST Evergreen		2634063	PW	RPWI9FD	0.75	WILKINS
City 001-23-320-541-57600 B		500 SE 25TH AVE		3051850	PW	RPWI9FE	1	WILKINS
City 001-23-320-541-57600 B		900 SE 31ST ST		3052630	PW	RPWI9FG	1.5	WILKINS
City 001-23-320-541-57600 B		2000 SW 10TH RD		40107A2	?????	DCCO40G	1.5	CONBRACO
City 001-23-320-541-57600 B		2400 SW 19TH AVENUE RD		2643687	PW	RDWI9	2	WILKINS
City 001-25-025-590-57600 M		533 NE 1ST AVE Dee DEE Doghouse		2643685	PR	RDWI9	2	WILKINS
City 001-25-025-590-57600 M		533 NE 1ST AVE Dee DEE Doghouse		2634073	PR	RPWI9FD	0.75	WILKINS
City 001-25-025-590-57600 T		531 NE 1ST AVE STORE #6633		2634101	Amtrack	RPWI9FD	0.75	WILKINS
City 001-25-025-590-57600 T		1801 NE 30TH AVE		2582492	Complex	RPWI9FD	0.75	WILKINS
City 001-25-025-590-57600 T		2000 NE 30TH AVE STE 100		2722863	FLEET car wash	RPWI9FE	1	WILKINS
City 001-25-025-590-57600 T		2000 NE 30TH AVE STE 100		W49327	FLEET	DCWI95D	0.75	WILKINS
City 001-99-999-513-57600 K		151 SE OSCEOLA AVE		01400	City Hall	DDWIAKT	4	WILKINS
City 001-99-999-513-57600 K		151 SE OSCEOLA AVE		806162	City Hall	DCWI9XD	0.75	WILKINS
City 001-99-999-513-57600 K		151 SE OSCEOLA AVE City Hall		2643654		RDWI9	2	WILKINS
City 109-23-320-541-57600 B		1801 NE 30TH AVE		2582504	FLEET	RPWI9FD	0.75	WILKINS
City 109-23-320-541-57600 B		1801 NE 30TH AVE		2582509	FLEET	RPWI9FD	0.75	WILKINS
City 109-23-320-541-57600 B		1801 NE 30TH AVE		2575516	FLEET	RPWI9FE	1	WILKINS
City 109-23-320-541-57600 B		2100 NE 30TH AVE Gate #6		2634074	PW	RPWI9FD	0.75	WILKINS
City 109-23-320-541-57600 B		1600 NW 8TH PL Tucker		2634087	PW	RPWI9FD	0.75	WILKINS

Exhibit C - Backflow Sites

CONTRACT# FAC/230519

Company		Address		Serial	Special	Device	Devsizes	MFG
City 109-23-320-541-57600 B		300 SE 25TH AVE		2634107	PW	RPWI9FD	0.75	WILKINS
City 109-23-320-541-57600 B		600 SE 25TH AVE		2886890	PW	RPWI9FE	1	WILKINS
City 109-23-320-541-57600 B		2200 SW 19TH AVENUE RD		2643678	PW	RDWI9	2	WILKINS
City 349-16-872-549-57600 A		121 SE WATULA AVE		2633918	Old Planning	RPWI9FD	0.75	WILKINS
City 451-27-720-542-57600 C		3001 SW 67TH AVE ARF		3DL0785	ELECTRIC	DDAM3SK	4	AMES
City 451-27-720-542-57600 C		3001 SW 67TH AVE ARF		41565	ELECTRIC	DCWA72D	0.75	WATTS
City 451-27-720-542-57600 V		1700 SW 60TH AVE		3106537	Airport/Sun air	RDWI9	2	WILKINS
City 451-27-720-542-57600 V		1700 SW 60TH AVE		N31545	????	DDWIAKU	6	WILKINS
CITY 451-27-720-542-57600 V		3400 SW 60TH AVE		2581296	AIRPORT	RPWI9FE	1	WILKINS
City 451-27-720-542-57600 V		900 SW 60TH AVE # HGR200 T-Hanger 1		2634071	AIRPORT	RPWI9FD	0.75	WILKINS
City 451-27-720-542-57600 V		900 SW 60TH AVE # HGR200 T-Hanger 1		2643683	AIRPORT	RDWI9	2	WILKINS
City 451-27-720-542-57600 V		900 SW 60TH AVE # HGR200 T-Hanger 1		2581314	AIRPORT	RPWI9FE	1	WILKINS
City 451-27-720-542-57600 V		750 SW 60TH AVE HNGR 16 Hanger 19		CC-0066	AIRPORT	DCAM2DK	4	AMES
City 451-27-720-542-57600 V		750 SW 60TH AVE HNGR 16 Hanger 19		2871908	AIRPORT	RPWI9FD	0.75	WILKINS
City 451-27-720-542-57600 V		1770 SW 60TH AVE STE 10 #10		2634054	AIRPORT	RPWI9FD	0.75	WILKINS
City 451-27-720-542-57600 V		3000 SW 67TH AVE		3051866	AIRPORT	RPWI9FE	1	WILKINS
City 452-29-920-575-57600 D		3130 E SILVER SPRINGS BLVD #13 Tee		2634114	GOLF	RPWI9FD	0.75	WILKINS
City 452-29-920-575-57600 D		NE 7 ST 9TH #9 Tee		2634113	GOLF	RPWI9FD	0.75	WILKINS
City 452-29-920-575-57600 D		SILVER SPRINGS BLVD GO LF-15		2634090	GOLF	RPWI9FD	0.75	WILKINS
CITY 452-29-921-575-57600 E		2201 NW 21 ST Pine Oaks ?		W687504	GOLF	PVWI72F	1.25	WILKINS
CITY 452-29-921-575-57600 E		2201 NW 21 ST Pine Oaks ?		8005050	GOLF	RPWI9FG	1.5	WILKINS
City 453-23-325-534-57600 B		2000 NE 30TH AVE Traffic		2619155		RDWI9	2	WILKINS
City 453-23-325-534-57600 B		2000 NE 30TH AVE STE 200 Irrigation		2627466		RPWI9FG	1.5	WILKINS
City 453-23-325-534-57600 B		3001 SW 67TH AVE ARF		2627428	ELECTRIC	RPWI9FG	1.5	WILKINS
City 453-23-325-534-57600 B		3001 SW 67TH AVE		2643653	Airport	RDWI9	2	WILKINS
City 457-32-032-531-57600 C		1801 NE 30TH AVE		2575560	ELECTRIC	RPWI9FE	1	WILKINS
City 457-32-230-531-57600 S		201 SE 3RD ST		117358	ELECTRIC	DDAM3SK	4	AMES
City 457-32-230-531-57600 S		201 SE 3RD ST		104062	ELECTRIC	RPAM41J	3	AMES
City 457-32-230-531-57600 S		201 SE 3RD ST		23118	ELECTRIC	DCAM20D	0.75	AMES
City 457-32-234-531-57600 C		1827 NE 7TH AVE		3053557	ELECTRIC sub station	RPWI9FE	1	WILKINS
City 457-32-276-531-57600 C		1801 NE 30TH AVE		145477	PURCHASING	DDAM3SM	8	AMES
City 457-32-276-531-57600 C		1801 NE 30TH AVE		2722869	PURCHASING	RPWI9FE	1	WILKINS
City 457-32-276-531-57600 C		1801 NE 30TH AVE		2575539	PURCHASING	RPWI9FE	1	WILKINS

Company	Address	Serial	Special	Device	Devsize	MFG
City 494-44-451-544-57600 A	1808 NE 36TH AVE	1958392	SUN TRAN	RPWI9FG	1.5	WILKINS
City 494-44-451-544-57600 A	1808 NE 36TH AVE	1872772	SUN TRAN	RPWI9FG	1.5	WILKINS
City 585-25-527-590-57600 T	2000 NE 30TH AVE	2581305	PW	RPWI9FE	1	WILKINS
City 585-25-527-590-57600 T	2000 NE 30TH AVE	2704409	PW	RDWI9	2	WILKINS

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kwhitehead@ocalafl.org

Assistant City Manager

City of Ocala

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