



FIRST AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SOUTHERN LAWN CARE MID FLORIDA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 27-4898723) ("Vendor").

WHEREAS, on March 14, 2023, City and Vendor entered into an Agreement for Grounds Maintenance Services (the "Original Agreement"), City of Ocala Contract No.: REC/230068; and

WHEREAS, City and Vendor desire to modify the locations to be maintained by Vendor as set forth in the Price Proposal attached to the Original Agreement as Exhibit B.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
4. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as Exhibit B – Price Proposal is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Amended Exhibit B – Price Proposal**.
5. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Vendor: Southern Lawn Care Mid Florida, Inc.
 Attention: Tim McQuaig
 13900 NE 41st Terrace
 Anthony, Florida 32617
 E-Mail: kawboy32x@gmail.com
 PH: 352-304-3921

If to City: Daphne Robinson, Esq., Contracting Officer
 City of Ocala
 110 SE Watula Avenue, Third Floor
 Ocala, FL 34471
 E-Mail: notices@ocalafl.org
 PH: 352-629-8343



with copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: cityattorney@ocalafl.org

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

IN WITNESS WHEREOF, the parties have executed this First Amendment on 7/5/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...
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

SOUTHERN LAWN CARE MID FLORIDA, INC.

DocuSigned by:
TIM MCQUAIG
5F5BAB04FEFA49A...
(Authorized Signatory)

By: TIM MCQUAIG
(Printed Name of Signatory)

Title: President
(Title of Authorized Signatory)

AMENDED EXHIBIT B - PRICE PROPOSAL		CONTRACT# REC/230068	
Southern Lawn Care Mid Florida Inc			
ITEM	DESCRIPTION	UOM	Unit Cost
1	Scotty J. Andrew Park• SE 11th Ave and SE12th Terr• Mow at three (3) inches	Each	\$53.30
2	Big Sun Soccer Complex · 2811 SE 36th Ave · All common areas (no athletic fields) and entrance from 36th Ave both sides of the road, parking lots.	Each	\$384.90
3	Clyatt Park - 1401 SE 17th St, including the old electric substation site (lot with small building on it to the west of the parking lot). Mowing does not include baseball field.	Each	\$142.14
4	E.L Foster Walking Trail- 2025 SE 31 St. mow 10 feet on either side of the walking trail, edge sidewalk and weed eat around any amenities within the 10 feet.	Each	\$148.00
5	Fisher Park - 900 SE 22nd St	Each	\$87.80
6	Fort King National Historic Landmark - 3800 block of NE Ft King St - from Ft King to the south, tree lines on all sides, 3900 block National Landmark from Ft King to the south. Tree lines on all other sides, including around the house (not trails), encampment area on east side, Kline property (NW 41 Ave.) around the fort to tree line, field north of the fort, DAR area, around house (3841 E. Ft. King St) to the south of the fort.	Each	\$148.00
7	Fort King Tennis Center - 3301 SE Ft King St Mow and weed eat all grass within the North, South, East and West fence line interior of the the Fort King Tennis Center. Mow and weed eat around bollards to the north and east along the driveway (not to include the ORA).	Each	\$59.22
8	East Highway 40 Gateway- Median just west of the intersection of Highway 40/NE 44th Terr.	Each	\$53.30
9	Highlands East - 3100 block of SE 13th St	Each	\$53.30
10	Highlands West - SE 13th St and 29th Terr	Each	\$41.45
11	Idvlweir Park - SE 10th Ave & SE 10th St	Each	\$41.45
12	Jervey Gantt Park • 2400 SE 36th Ave (including Masonic property) includes dog park and ROW around the park, all sides of the park, Coleman Center, pool (NW corner inside of fence), MOMS Park (ROW on west side along SE 17th ST roadway), around the basketball, raquetball, volleyball, and tennis courts, all pavilions, outside of (not the actual field) the football, t-ball and softball fields, all areas where the trails go, and parking lots. Park boundaries - Ocala Christian School, SE 17th St and County Health Dept to the north, SE 36th Ave to the east, SE 24th St to the south, and SE 32nd Ave/YMCA to the west. Common areas (around all buildings and bleachers) within the fenced areas around the football fields, but not including the football fields.	Each	\$947.60
13	Jim Kirk Park - 2913 NE 9 Ave mow eastern side from the north property line south to walking trail (south of the playground), from western retention pond to eastern property line, mow 10 feet on either side of the rest of the walking trail	Each	\$118.45
14	Nature Park- 1600 block of SE 30th Ave. Boundaries - SE 30th Ave to the east, SE 29th Terr to the west, and from fence line to fence line on the north and south sides. This includes all ROW's.	Each	\$118.45
15	Ocala Golf Club- 3130 E. Silver Springs Blvd. Open area behind back nine restrooms, 11th Tee to the north 12th Fairway to west, 13th Fairway to the East, Retention Pond to the South	Each	\$75.00
16	Powhattan Park - 3729 SE 3rd St - Both sides of the street, including ROW's.	Each	\$47.38
17	Ritterhoff Park - 1400 block of SE 17th St.	Each	\$47.38
18	Sliver Pines Walking Trail - 1600 block NE 40th Ave mow 10 feet on either side of the walking trail, edge trail and weed eat any amenities within the 10 feet.	Each	\$130.29
19	Todd C. Prosser - SE 12th St/SE 11th Ave including triangle to the southwest of the park	Each	\$47.38
20	Turnipseed Park · SE 5th St, SE7th St, and SE 13th Ave	Each	\$47.38

ITEM	DESCRIPTION	UOM	Unit Cost
21	Tuscawilla Park - NE 3rd St (South) to NE 9th St (North) and RR tracks (West) to NE 8th Ave (East). Mow around Reilly Art Center (mow St. Augustine grass at 4", weed eat south side hill and around hollies on the east side), Senior Center, Discovery Center, American Legion, Girl Scout house, Recreation & Parks Administration building (weed eat hill on east side), Pavilion to the south of the auditorium, playground, tennis and basketball courts, vacant lot east of the VFW building (on 8th Avenue), the east pond, east parking lot (NE Sanchez Ave. And NE 4th St.) and the west pond to the waters edge, all ROW's on all sides of the park. Do NOT mow baseball field. Recreation Operations Center (410 NE 3rd Street by Fire Station), north parking lot from the railroad tracks to the west, Sanchez on the east, NE 9th St to the south and skate park to the north. skate park (retention area), property north of the skate park from Sanchez on the east-bottom of embankment on the north side, railroad track to the west and skate park to the south.	Each	\$947.60
22	Walker Park - SE 7th St and SE 17th Ave	Each	\$47.38
23	Chazal Park - 800 block of NE 10th Ave, including slopes of retention pond arid ditch line	Each	\$148.00
24	Community Garden • West Highway 40/NW 24th Ave - whole block including ROW	Each	\$88.83
25	Carver Park- SW 7th St and SW 13th Ave -Road way on west, north and east side to include Boys & Girls Club of Marion. North of FWC fenceline bordering the south and west property line of the Boys & Girls Club of Marion to the Northern boudary of Carver Park along SW 6th St.	Each	\$266.51
26	Heritage Nature Conservancy - 2005 NE 3rd St/North entrance 525 NE 18th Ave, maintenance road on east side to retention pond on west side, out to NE 3rd St., all open areas in the middle, both side of trail	Each	\$71.07
27	Hilldale Park - 1500 Block of NE 8th Street	Each	\$50.00
28	Legacy Park Walking Trail- 701 SW 9th Ave. mow 10 feet on either side of the walking trail, edge trail and weed eat any amenities within the 10 feet and mow around the parking lot and park sion	Each	\$177.67
29	Lamb Park - NW 13th St and NW 9th Ave - Including ROW's to the west, east and north	Each	\$53.30
30	Lillian Bryant Park - 2200 NW 17th Pl - NW 23rd to the west, to fence line to the north and east, NW 14th to the south, not softball field, mow ROW around the park	Each	\$379.04
31	Marimere Park - 122 NW 25th Ave	Each	\$29.61
32	MLK Memorial Park - 500 block SW Martin Luther King Jr Ave	Each	\$41.45
33	MLK Recreation Complex - 1510 NW 4th St (not baseball/football fields) including all ROW's to the south, north, east, and west; the Family Resource Center, pool (inside SW corner), gym and Barbara Washington Adult Activity Center (north side), around basketball and racquetball courts, playgrounds and exercise equipment, pavilions, mow behind wall on east end of the football (20 foot from wall) and concession stand.	Each	\$414.57
34	Northside Park - 2000 NE 12th Terr	Each	\$29.61
35	Ocala Regional Sportsplex - 3500 SW 67th Ave (not including sports turf). All alleyways between the softball and football fields. Boundaries - 67th Ave to the east, tree line to the south at the west fence line and the bollard line to the North. Mow around ticket booth, parking lot, around basketball and volleyball courts, lighted practice field on NE side of the park (not the field itself), maintenance shed, and all ROWs including ROW from 67th Ave. On the east to 25' past the line of trees on west side from the maintenance gate to ORS to the entrance to the water treatment plant to the north.	Each	\$769.92
36	Ocala Model Railroaders Property (not including DRA) - 1247 NE 3rd St. Boundaries - Cemetery entrance to the east, fence line on either side of the Model Railroad building to the north, NE 3rd St to the south, fence line with houses to the west. Back area from the pond to the west and to the fence lines on the east, north and south.	Each	\$41.45
37	OPD Tot Lot-2400 W Silver Springs Blvd. Parking lot to North, Wood line to the South, Retention area to west SW 24th Ave to the East	Each	\$36.05

ITEM	DESCRIPTION	UOM	Unit Cost
38	Poinciana Park - 1670 SW Ft King St, ROW's	Each	\$29.61
39	Rivers Tot Lot- NW 10th Ave & NW 1st St	Each	\$29.61
40	Scott Springs Park - 2300 SW 24th Ave - fence line to the west and south, SW 24th Ave. to the west, tree line to the north, around back parking area. Several passes on the east side of the driveway to tree line. Keep ditch line mowed down. The west retention pond from top of embankment to the bottom of slope.	Each	\$325.73
41	Second Chance Park - NW 19th Ave & NW 2nd St, ROW's	Each	\$41.45
42	Tom's Park - 2300 NW Magnolia Ave - Including ROW's to the east and west, from street to street east to west, and fence line to the south and north, around the pond	Each	\$148.06
43	West Heritage Trail-1000 W Silver Springs Blvd. South Silver Springs Blvd, North Property line. East NW 9th Ave, West NW 11th Ave	Each	\$36.05
44	William James Walking Trail- 1600 block Martin Luther King Ave. - Mow 10' around th@ parking lot, excise equipment, both of sides of sidewalk from the parking lot to around the ORA., edge sidewalk and weed eat any amenties within the 10 feet.	Each	\$60.77
45	Wyomina Park - NE 10th St & NE 11th Ave	Each	\$71.07

Certificate Of Completion

Envelope Id: 5941640074544218BE9851A5B410D17A	Status: Completed
Subject: First Amendment - Grounds Maintenance Services, Southern Lawn Care Mid Florida, Inc. (REC/230068)	
Source Envelope:	
Document Pages: 5	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Brittany Craven
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	biverson@ocalafl.org
	IP Address: 216.255.240.104

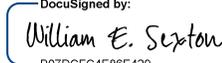
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Signer Events

William E. Sexton
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

Signature

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TIM MCQUAIG
 kawboy32x@gmail.com
 President
 Security Level: Email, Account Authentication (None)

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Ken Whitehead
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 Assistant City Manager
 City of Ocala
 Security Level: Email, Account Authentication (None)

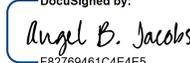
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Angel B. Jacobs
 ajacobs@ocalafl.org
 April 19
 City of Ocala
 Security Level: Email, Account Authentication (None)

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Carbon Copy Events	Status	Timestamp
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Certified Delivered	Security Checked	7/5/2023 11:29:58 AM
Signing Complete	Security Checked	7/5/2023 11:30:08 AM
Completed	Security Checked	7/5/2023 11:30:08 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.