



## FIRST AMENDMENT TO AGREEMENT FOR GROUNDS MAINTENANCE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR GROUND MAINTENANCE SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **PURE CUTS LAWN AND MAINTENANCE LLC** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 88-4098034) ("Contractor").

**WHEREAS**, on February 21, 2024, City and Contractor entered into an Agreement for Grounds Maintenance Services (the "Original Agreement"), City of Ocala Contract Number PWD/240103 for a term of two (2) years from March 1, 2024, through February 28, 2026; and

**WHEREAS**, City and Contractor now desire to amend the Original Agreement to modify one (1) service location and update the pricing schedule as set forth in **Exhibit B – Price Proposal**.

**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. **INCORPORATION TO ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as **Exhibit B – Price Proposal** is hereby deleted in its entirety and replaced with **Amended Exhibit B – Price Proposal**.
4. **COMPENSATION.** City shall pay Contractor an amount no greater than **ONE HUNDRED SIX THOUSAND, NINE HUNDRED ONE AND NO/100 DOLLARS (\$106,901)** (the "Contract Sum") over the Contract Term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing schedule detailed in **Amended Exhibit B – Price Proposal**.
5. **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:

Pure Cuts Lawn and Maintenance, LLC  
 Attention: Jorge Aliaga  
 160 Juniper Trail  
 Ocala, Florida 34480  
 Phone: 352-678-8531  
 E-mail: [service@pure-cuts.com](mailto:service@pure-cuts.com)



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](mailto:notices@ocalafl.gov)

Copy to:

William E. Sexton, Esq., City Attorney  
City of Ocala  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471  
Phone: 352-401-3972  
E-mail: [cityattorney@ocalafl.gov](mailto:cityattorney@ocalafl.gov)

6. **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.
7. **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 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.
8. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

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



**CONTRACT# PWD/240103**

**IN WITNESS WHEREOF,** the parties have executed this First Amendment on  
6/26/2025

**ATTEST:**

**CITY OF OCALA**

Signed by:  
Angel B. Jacobs  
8DB3574C28E54A5  
Angel B. Jacobs  
City Clerk

DocuSigned by:  
Ken Whitehead  
5E77F71E38B7AF4  
Ken Whitehead  
Assistant City Manager

**Approved as to form and legality:**

**PURE CUTS LAWN  
AND MAINTENANCE, LLC**

Signed by:  
William E. Sexton  
4A55A9A8E2D04F3  
William E. Sexton, Esq.  
City Attorney

DocuSigned by:  
Jorge Aliaga  
C89C8866BC89468

By: Jorge Aliaga  
(Printed Name)

Title: Owner  
(Title)

**Amended Exhibit B - Price Proposal****CONTRACT# PWD/240103**

ITEM	DESCRIPTION	UOM	Cuts Per Year	Cost Per Cut
1	NE 21st Street from NE 36th Avenue east to State Road 40, part of NE 46 Ave to Hwy 40.	Each	22	\$ 70.00
2	NE 42nd Ave from NE 21st St to SR 40 mowing ROW next to the tree line and fence line includes mowing ROW behind utility poles.	Each	22	\$ 32.00
3	NE 17th Pl from NE 36th Ave to 42nd Avenue includes ROW mowing next to the fence line, mowing ROW behind Utility poles, and fire hydrants	Each	22	\$ 40.00
4	NE 36th Ave north from E Fort King St to North City Limits Sign. City limits sign is near NE 35 St. Clean sidewalk, remove weeds, edge. Clean fence near Hwy 492 north side of road, cut vines/weeds back from r.o.w. NE 36 Ave. 2100 blk to 2400 Blk. No mowing inside CSX right of way. Map provided. Weed control around light poles, guardrails & concrete walls. NE 36 Ave Bridge mowing right of way including ALL edging of sidewalk/curb. Weed control in sidewalk. Center medial mowing/edging. All access roads to the CSX right of way. Included access roads - Access RD SW, Access RD SE, Access RD SE/ NE 21 St. No mowing inside CSX right of way. Map attached for the two city lot mowing part of NE 36 Ave right of way. On NE 36 Ave south end the right of way is larger on the east/west side. mowing inside/outside fence area, Includes mowing ROW behind utility poles, and fire hydrants.	Each	22	\$ 190.00
5	NE 36 Ave between NE 21 St & 24 St. bridge embankment. Mowing from top of embankment to the retention top. No mowing inside CSX right of way. Weed control around light poles, guardrails & concrete walls	Each	5	\$ 100.00
6	NE 44th Avenue from NE 7th Street to E Fort King St	Each	22	\$ 40.00
7	NE 24th Street from NE 36th Avenue to NE 8 Ave.	Each	22	\$ 180.00
8	NE 24th Street and NE 25th Ave. (west of Fire Station #5 and behind the Electric Substation) Only part of the parcel 24570-000-00.	Each	5	\$ 25.00
9	NE 25th Ave from to State Road 40 to North City Limits Sign. City limits sign is between NE 28 St & NE 35 St.	Each	22	\$ 145.00
10	NE 10th St from NE 25th Ave to NE 28th Ave, includes ROW mowing next to fence line mowing ROW behind utility poles	Each	22	\$ 20.00
11	NE 3rd Street from Hwy 40 to NE Osceola Avenue. This location starts at Hwy 40 near NE 30 Ave.	Each	22	\$ 190.00
12	NE 28 Ave from Hwy 492 to NE 3 St.	Each	22	\$ 55.00
13	NE 7 St. from NE 25 Ave to NE 30 Ave	Each	22	\$ 40.00
14	NE 28th Ave from E. Fort King St to E. State Road 40	Each	22	\$ 20.00
15	NE 2nd Pl from NE 31th Ave from NE 32nd Avenue. Next to the Golf Course to the cable line, north side.	Each	22	\$ 15.00
16	NE 32 Ave from NE 2 Pl to Ft. King next to the Tennis Center. Mow to the cable line next to the Golf Course.	Each	22	\$ 22.00
17	NE 2nd Street from NE Osceola Avenue to NE 25th Avenue. Mow two medians NE 2 St between NE 14 Ave & 13 Ave.	Each	22	\$ 160.00
18	NE 17th Ave from NE 3rd St to NE 14th St, - Ft King Middle School	Each	22	\$ 60.00
19	NE 12 Ave between Hwy 40 & 492 (NE 14 St ) mowing all of the right of way weed control in the sidewalk,edging,weedeating	Each	22	\$ 75.00
20	NE 7th Street and NE 11th Avenue	Each	22	\$ 10.00
21	NE 7th Street and NE 12th Avenue	Each	22	\$ 15.00
22	NE 9th St and NE 11th Avenue	Each	22	\$ 25.00
23	NE 12th Circle & NE 13 Ave, NE 13th Cir & NE 13 Ave. Center Median Circle. Two locations.	Each	22	\$ 20.00
24	NE 11th Circle and NE 13th Ave - east & west - two locations. Center Median Circle.	Each	22	\$ 10.00
25	NE 12th Dr. & NE 12 Ct. Center Median Circle.	Each	22	\$ 7.00
26	NE 8th Ave south of Hwy 492. , next to railroad. Parcel 26358-000-00 including the northeast bridge embankment.	Each	22	\$ 21.00
27	NE 8th Avenue from NE 14th Street to State Road 40, sidewalk edge, mowing, weed control.	Each	22	\$ 70.00
28	NE 5th Street and NE 9th Avenue	Each	22	\$ 7.00
29	NE Sanchez Avenue from E State Road 40 to NE 3rd Street	Each	22	\$ 20.00
30	NE Tusawilla Avenue from NE 2nd Street to NE 3rd Street	Each	22	\$ 10.00

**Amended Exhibit B - Price Proposal****CONTRACT# PWD/240103**

ITEM	DESCRIPTION	UOM	Cuts Per Year	Cost Per Cut
31	<b>Osceola Ave / Walking Trail</b> mowing weed control starting at NE 14 St to NE 9 St. Southwest corner at Hwy 492 & Osceola Ave. The next section starts at NE 5 St. to Hwy 40. mowing next to the fence line, includes mowing ROW behind utility poles and fire hydrants. mowing up to the wall at Jim Walton's building. Spraying sidewalk for weed control. Weed control on the stone decorative wall between NE 3 St & NE 5 St.	Each	22	\$ 65.00
32	<b>NE 1st Ave</b> from State Road 40 to NE 5th Street north to the R&R Tracks.	Each	22	\$ 32.00
33	<b>N. Magnolia Ave</b> from State Road 40 to NE 5 St north to the R&R Tracks.	Each	22	\$ 32.00
34	<b>N Magnolia Ave</b> from NE 5th Street to 1628 N. Magnolia Ave.	Each	22	\$ 75.00
35	NE 5th Street from NE 1st Avenue to NE Watula Ave	Each	22	\$ 20.00
36	NE 17th Road from NE 14th Street to NE 14th Avenue - Hurricane Battery	Each	22	\$ 35.00
37	NE 19th Avenue from NE 14th Street to NE 24th Street	Each	22	\$ 65.00
38	NE 18th Pl from NE 19th Ave headed East of dead end street next to fence line, includes mowing ROW behind utility poles and fire hydrants	Each	22	\$ 15.00
39	NE 14th Street from NE 8th Avenue to N Magnolia Avenue, clean & edge all sidewalk.	Each	22	\$ 32.00
40	NE 10th St from NE 25th Ave to NE 28th Ave, includes ROW mowing next to fence line, mowing ROW behind utility poles	Each	22	\$ 20.00
41	NE 2 Ave and NE 16 St. Parcel # 26151-000-00 mowing up to tree line, and fence line. Includes mowing ROW behind utility poles, and fire hydrants.	Each	5	\$ 30.00
42	NE 2nd Ave from NE 14th St ditch line both sides of NE Old Jacksonville Rd	Each	22	\$ 25.00
43	NE 19th Street from NE 2nd Avenue to NE Jacksonville Rd	Each	22	\$ 27.00
44	NE 8th Ave from NE 14 Street to NE 24 Street include mowing ROW behind utility poles and fire hydrants, edge sidewalk.	Each	22	\$ 63.00
45	<b>Anthony Industrial Park</b> - NE 16 St from NE 8 Ave to NE 17 Pl. also median.	Each	22	\$ 35.00
46	<b>The North Magnolia Business District.</b> NE Jacksonville Rd - from NE 20 St to N. Magnolia Ave. This is the small section northeast of Magnolia Ave & 17 Pl.	Each	22	\$ 25.00
47	NE 25th Street from 200A to dead end (besides Jade Lounge).	Each	22	\$ 20.00
48	NE 28th Street from the dead end east of NE 25th Avenue to NW 1 Ave at Vangaurd High School	Each	22	\$ 175.00
49	Alleyway Between NE 5th and NE 6 st From NE 12 ave to NE 9 ave	Each	5	\$ 25.00
50	Alleyway Between NE 10 ave and NE 11 AVE from NE 2 st to NE 3 st	Each	5	\$ 8.00
51	Alleyway Between NE 6 st and NE 7 st from NE 12 ave to NE 9 ave	Each	5	\$ 30.00
52	Alleyway Between NE 7 st and NE 8 st from NE 12 ave to NE 11 ave	Each	5	\$ 13.00
53	Alleyway Between NE 8 st and NE 9 st from NE 12 ave to NE 11 ave	Each	5	\$ 15.00
54	Alleyway Between NE 9 st and NE 10 st from NE 12 ave to NE 11 ave	Each	5	\$ 15.00
55	Alleyway Between NE 11st and NE 12 st from NE 12 ave to NE 10 ave	Each	5	\$ 30.00
56	Alleyway Between NE 12 st and NE 13 st from NE 12 ave to NE 10 ave	Each	5	\$ 30.00
57	Alleyway Between NE 13 st and NE 14 st from NE 12 ave to NE 10 ave	Each	5	\$ 30.00
58	Alleyway Between NE 10 ave and 11 ave from NE 10 st to NE 11 st	Each	5	\$ 10.00
59	Alleyway Between NE 8 ave and NE 9 ave from NE 3 st to NE 6 st	Each	5	\$ 30.00
60	Alleyway Between NE 14 st and NE 15 st from NE 14 ave to NE 12 ave	Each	5	\$ 15.00
61	Alleyway Between NE 15 st and NE 16 st from NE 13 ave to NE 14 ave	Each	5	\$ 15.00
62	Next to the <b>Jewish Cemetery</b> . 23 NE 13 St. Parcel Number 26298-000-00	Each	5	\$ 40.00
63	South of the <b>Jewish Cemetery</b> 1317 N. Magnolia Ave Parcel Number 26297-000-00	Each	5	\$ 40.00

## Certificate Of Completion

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Subject: First Amendment to Agreement for Grounds Maintenance Services (PWD/240103)

Source Envelope:

Document Pages: 5

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Porsha Ullrich

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

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

Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.241.117

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Location: Docusign

## Signer Events

Jorge Aliaga

service@pure-cuts.com

Owner

Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
C89D8866BC89466...

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Sent: 6/18/2025 2:37:02 PM

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## Electronic Record and Signature Disclosure:

Accepted: 6/20/2025 10:20:42 AM

ID: b2430a85-9224-4d73-8536-3f84064b39d2

William E. Sexton

wsexton@ocalafl.gov

City Attorney

Security Level: Email, Account Authentication (None)

Signed by:  
  
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Sent: 6/20/2025 10:21:34 AM

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## Electronic Record and Signature Disclosure:

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

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

Ken Whitehead

kwhitehead@ocalafl.org

Assistant City Manager

City of Ocala

Security Level: Email, Account Authentication (None)

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5677F71E38874F4...

Sent: 6/25/2025 4:08:23 PM

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## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Angel B. Jacobs

ajacobs@ocalafl.org

City Clerk

Security Level: Email, Account Authentication (None)

Signed by:  
  
8DB3574C28E54A5...

Sent: 6/26/2025 8:50:36 AM

Viewed: 6/26/2025 10:31:58 AM

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Electronic Record and Signature Disclosure: Accepted: 6/26/2025 10:31:58 AM ID: 3afba774-d32c-475f-b283-37bcf4a974ed		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/18/2025 2:37:02 PM
Certified Delivered	Security Checked	6/26/2025 10:31:58 AM
Signing Complete	Security Checked	6/26/2025 10:32:20 AM
Completed	Security Checked	6/26/2025 10:32:20 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](mailto: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](mailto: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](mailto: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](mailto: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.