



SECOND AMENDMENT TO AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION BETWEEN THE CITY OF OCALA, THE HOMEOWNER, AND THE CITY SELECTED CONTRACTOR

THIS SECOND AMENDMENT TO AGREEMENT FOR SHIP/HOME/CDBG ROOF REPLACEMENT BETWEEN THE CITY OF OCALA, THE HOMEOWNER, AND THE CITY SELECTED CONTRACTOR ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), acting as agent for **MANUEL RODRIGUEZ** ("Owner"), and **R & R BUILDERS, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN# 20-1321261) ("Contractor").

WHEREAS, on April 11, 2023, City, Owner, and Contractor entered into an Agreement for SHIP/HOME/CDBG Housing Rehabilitation (the "Original Agreement"), City of Ocala Contract No.: CDS/220247; and

WHEREAS, on August 16, 2023, City, Owner, and Contractor entered into a First Amendment to Agreement for SHIP/HOME/CDBG Housing Rehabilitation (the "First Amendment") incorporating a Work Change Directive, City of Ocala Contract No.: CDS/220247; and

WHEREAS, City, Owner, and Contractor now desire to amend the Original Agreement, as amended, to reflect an increase in the Contract Price necessitated by a Work Change Directive issued September 20, 2023 and attached hereto as **Exhibit A – Work Change Directive 2**.

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, Owner and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City, Owner, 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 Second Amendment.
3. **AMENDMENT TO PARAGRAPH 3 – COMPENSATION.** The language contained in Paragraph 3 – Compensation of the Original Agreement is hereby deleted and replaced with the following (all remaining sections of Paragraph 3 – Compensation remain in effect):

COMPENSATION. City shall pay Contractor, on behalf of the Owner, for the performance of the work, and in accordance with the contract documents, a total price in the amount of **ONE HUNDRED TEN THOUSAND FOUR HUNDRED AND FIFTY AND NO/100 (\$110,450)**.

It is understood the amounts to be paid will be for the satisfactory work completed rather than the estimated prices. Payments shall be made, at the unit price and/or lump sums specified for the various items in the Contractor's proposal as provided in the specifications.

The modified Contract Price represents the sum of the original bid price **(\$109,200)** and the total cost of **Change Order #2** as set forth in **Exhibit A – Work Change Directive 2**.

4. **NOTICES.** All notices, certifications or communications required by this Second 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 Contractor:

R & R Builders, LLC
Attention: Rita Ravenscraft
1 Pecan Run Harbor
Ocala, FL 34472
E-Mail: rita@rrbuilders.org
PH: 352-680-0231

If to City:

Daphne Robinson, Esq., Contracting Officer
City of Ocala, City Hall
110 SE Watula Avenue, 3rd 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, 3rd Floor
Ocala, FL 34471
E-Mail: cityattorney@ocalafl.org
PH: 352-401-3972

5. **COUNTERPARTS.** This Second 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).** 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 Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
7. **LEGAL AUTHORITY.** Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second 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 Second Amendment.

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



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

ATTEST:

DocuSigned by:
Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Christopher Watt

Christopher Watt
Chief of Staff

Date: 10/19/2023

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

DocuSigned by:
James Haynes

James Haynes, Director
Community Development Services

Approved as to form and legality:

DocuSigned by:
William E. Sexton

William E. Sexton, Esq.
City Attorney

R & R BUILDERS, LLC

DocuSigned by:
Rita Ravenscraft

(Authorized Signatory)

By: Rita Ravenscraft

(Printed Name of Signatory)

Title: Managing Member

(Title of Authorized Signatory)

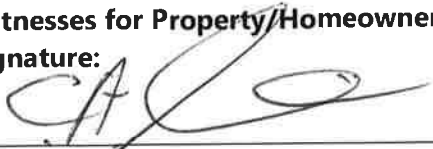
Date: 10/19/2023



CONTRACT #: CDS/220247

Witnesses for Property/Homeowner

Signature:

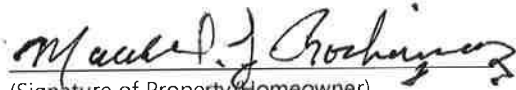

(Signature of Second Witness)

CHRISTOPHER LEWIS
(Printed Name of Second Witness)


(Signature of Second Witness)

Shaneka Greene
(Printed Name of Second Witness)

PROPERTY/HOMEOWNER


(Signature of Property/Homeowner)

MANUEL F. RODRIGUEZ
(Printed Name of Homeowner)

Date: 11/20/23

Exhibit A - Work Change Directive 2 CONTRACT# CDS/220247**Work Change Directive**

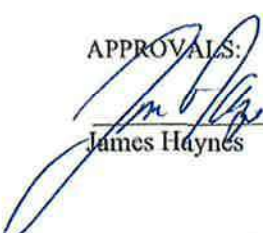
PO#: CDS/220247 DATE: 9-20-23
PROJECT NAME: Manuel Rodriguez
PROJECT ADDRESS: 844 NE 44th Ave Ocala FL
CONTRACTOR SIGNATURE: Rita Ravenscroft

The following change(s) have been requested:

material + labor for 2 additional doors
Fan

☒ Contractor's Estimate Attached

APPROVALS:


James Haynes

DATE:

9/28/23
Christopher Lewis

Christopher Lewis

9/28/2023

Estimated increase/decrease in Contract Price

Current Contract Price: \$ 109,200.00Request No.: 2 \$ 1,250.00New Proposed Price: \$ 110,450.00

Estimated increase/decrease in Contract Times

Completion: _____ days.

If the change involves an increase, the estimated amount is not to be exceeded without further authorization

If the change involves an increase, the estimated times are not to be exceeded without further authorization

COMMENTS: _____

**NOTE: PLEASE E-MAIL COMPLETED FORM TO CLEWIS@OCALAFL.ORG
IF YOU HAVE ANY QUESTIONS PLEASE CALL CHRIS LEWIS (352) 629-8333**

S:\COO_ACM_DS_Development_and_Planning\Grant Programs\CDBG\Master Documents\Contract for Housing Rehab\Contractor packet

Exhibit A - Work Change Directive 2 CONTRACT# CDS/220247

R & R Builders, LLC

CGC1507984

1 Pecan Run Harbor

Ocala, FL 34472

Estimate

Date	Estimate #
9/6/2023	rodriguez-1

Name / Address
City Of Ocala 201 SE 3rd Street 2nd Floor Ocala, FL 34471 Attention: Chris Lewis

			Project
Description	Qty	Cost	Total
This Estimate is for Manuel rodriguez, 844 NE 44th Avenue, Ocala, FL			
Material and Labor for two additional doors	1	950.00	950.00
Fan	1	300.00	300.00
Thank you for your business.		Total	\$1,250.00

Certificate Of Completion

Envelope Id: B90F9F0C7AD8477FBBB8EB64D546282B
 Subject: FOR SIGNATURE - CDS/220247
 Source Envelope:
 Document Pages: 6
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
 Jamil Ramirez
 110 SE Watula Avenue
 City Hall, Third Floor
 Ocala, FL 34471
 jramirez@ocalafl.org
 IP Address: 216.255.240.104

Record Tracking

Status: Original
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 Security Appliance Status: Connected
 Storage Appliance Status: Connected

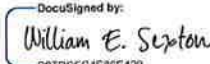
Holder: Jamil Ramirez
 jramirez@ocalafl.org
 Pool: StateLocal
 Pool: City of Ocala - Procurement & Contracting

Location: DocuSign
 Location: DocuSign

Signer Events

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

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style
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 Signed: 10/19/2023 9:24:35 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Rita Ravenscraft
 rita@rrbuilders.org
 Managing Member
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

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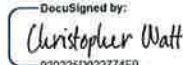
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Electronic Record and Signature Disclosure:

Accepted: 10/19/2023 9:29:27 AM
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Christopher Watt
 cwatt@ocalafl.org
 Chief of Staff
 City of Ocala
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

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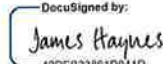
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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

DocuSigned by:

 42DEB238610041D...

Signature Adoption: Pre-selected Style
 Using IP Address: 174.239.85.147
 Signed using mobile

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Electronic Record and Signature Disclosure:

Signer Events

Accepted: 3/7/2023 8:03:46 AM
ID: 2896330f-34db-4ce4-a6ef-e3f38eda28a0

Angel B. Jacobs

ajacobs@ocalafl.org

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Angel B. Jacobs
8DB3574C28E54A5...

Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

Timestamp

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Signed: 10/24/2023 11:18:30 AM

Electronic Record and Signature Disclosure:

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

10/17/2023 3:30:20 PM

Certified Delivered

Security Checked

10/24/2023 11:18:04 AM

Signing Complete

Security Checked

10/24/2023 11:18:30 AM

Completed

Security Checked

10/24/2023 11:18:30 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**