



FIRST AMENDMENT TO AGREEMENT FOR SHIP/HOME/CDBG HOUSING – ROOF REPLACEMENT

THIS FIRST AMENDMENT TO AGREEMENT FOR SHIP/HOME/CDBG HOUSING – ROOF REPLACEMENT, ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), **CAROLYN INGRAM** ("Owner"), and **CENTRAL FLORIDA EQUITY BUILDERS, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN# 83-1819068) ("Contractor").

WHEREAS, on March 13, 2025, City, Owner, and Contractor entered into an Agreement for SHIP/HOME/CDBG Housing – Roof Replacement (the "Original Agreement"), City of Ocala Contract No.: CDS/250400; and

WHEREAS, City, Owner, and Contractor now desire to amend the Original Agreement to incorporate therein the document attached hereto as **Exhibit G – Work Change Directive** and to reflect an increase in the Contract Price and extension of the Time for Performance necessitated by same; and

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, as amended, 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. **EXHIBIT G - WORK CHANGE DIRECTIVE.** The document attached hereto as **Exhibit G – Work Change Directive** is entered into as of the date of last signature below, is incorporated in its entirety by reference, and expressly modifies **Exhibit C – Work Write-Up** as to Item 1 – Roof, Paragraph 5, Page C-2 to include the following:
 - A. **Mobilization.** Contractor shall mobilize and commence the Work reflected in Exhibit G – Work Change Directive no later than **FIVE (5)** working days from the date of last signature below. **At no time will Contractor be allowed to lag behind.**
 - B. **Time for Performance.** All Work reflected in **Exhibit G – Work Change Directive** shall be substantially completed by Contractor in a manner satisfactory to the City's Project Manager and ready for final payment within **TWENTY-ONE (21)** calendar days from the date of last signature below.
 - C. **Adjustments to Time for Performance.** The Time for Performance may only be adjusted by Change Order in the sole and absolute discretion of the City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City's Project Manager within **48 HOURS** of the occurrence of the event(s) giving rise to the need for adjustment. All requests for adjustments in the Time for Performance shall be determined by City.



4. **AMENDMENT TO PARAGRAPH 5 – COMPENSATION.** The language contained in Paragraph 5 – Compensation of the Original Agreement is hereby deleted and replaced with the following (all remaining sections of Paragraph 5 – 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 **EIGHTEEN THOUSAND FIVE HUNDRED TWO AND 81/100 DOLLARS (\$18,502.81)**. It is understood the amounts to be paid will be for 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.

- A. The modified Contract Price represents the sum of the original bid price of **\$13,937.56** and the total cost of **Change Order #1** as set forth in **Exhibit G – Work Change Directive (\$4,565.25)**.
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 Contractor:

Central Florida Equity Builders, LLC
Attention: Edward Petrow
2582 Connection Point
Oviedo, Florida 32765
PH: 407-276-5289
E-Mail: eddie@cfbuilders.com

If to City:

Daphne Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: notices@ocalafl.gov
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.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



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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.

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

ATTEST:

CITY OF OCALA

Signed by:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

DocuSigned by:

Christopher Watt

Christopher Watt
Chief of Staff

Date: 10/23/2025

Reviewed and Approved by Community Development Services Department:

CENTRAL FLORIDA EQUITY BUILDERS, LLC

Signed by:

James Haynes

James Haynes, Director
Community Development Services

DocuSigned by:

Edward Petrow

(Authorized Signatory)

By: Edward Petrow

(Printed Name of Signatory)

Approved as to form and legality:

Title: Executive Vice President

(Title of Authorized Signatory)

Signed by:

William E. Sexton, Esq.

William E. Sexton, Esq.
City Attorney

Date: 10/20/2025



Witnesses for Property/Homeowner

Signature:


(Signature of First Witness)

Bessie Morley
(Printed Name of First Witness)


(Signature of Second Witness)

CA. Lewis
(Printed Name of Second Witness)

PROPERTY/HOMEOWNER


(Signature of Property/Homeowner)

Carolyn Ingram
(Printed Name of Homeowner)

Date: 10/30/25