



## SECOND AMENDMENT TO AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION

THIS SECOND AMENDMENT TO AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), acting as agent for **EUSTER BROWN** ("Owner"), and **2W CONSTRUCTION CORP.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 47-3733117) ("Contractor").

**WHEREAS**, on September 10, 2025, City, Owner, and Contractor entered into an Agreement for SHIP/HOME/CDBG Housing Rehabilitation (the "Original Agreement"), City of Ocala Contract No.: CDS/250560; and

**WHEREAS**, on February 6, 2026, 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 Exhibit G for the addition of forty-five (45) days to complete the work. From December 24, 2025, through and terminating February 7, 2026, City of Ocala Contract No.: CDS/250560; and

**WHEREAS**, City, Owner, and Contractor now desire to amend the Original Agreement to reflect an increase in the Contract Price necessitated by a Work Change Directive issued February 4, 2026 and attached hereto as **Exhibit H – 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, 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 Second Amendment.
3. **AMENDMENT TO PARAGRAPH 6 – COMPENSATION.** The language contained in Paragraph 6 – 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 **NINETY-FIVE THOUSAND AND NO/100 (\$95,000)**. 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 **\$87,000** and the total cost of **Change Order #2** as set forth in **Exhibit h – 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: **2W Consutrction Corp.**  
Attention: Nailto Mendes  
332 Maguire Road  
Ocoee, Florida 34761  
E-Mail: [nmendes@2wsolutioncorp.com](mailto:nmendes@2wsolutioncorp.com)  
PH: 407-747-4081

If to City of Ocala as Agent for Owner: Daphne Robinson, Esq., Contracting Officer  
City of Ocala  
110 SE Watula Avenue, Third Floor  
Ocala, FL 34471  
E-Mail: [notices@ocalafl.gov](mailto: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](mailto:cityattorney@ocalafl.gov)

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 Second Amendment on the dates set forth below.

**ATTEST:**

Signed by:  
Angel B. Jacobs  
8083574C28E54A5  
Angel B. Jacobs  
City Clerk

**CITY OF OCALA**

DocuSigned by:  
Christopher Watt  
8C80B9F07388433...  
Christopher Watt  
Chief of Staff

Date: 3/10/2026

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

Signed by:  
James Haynes  
EB223ED8C2B740F  
James Haynes, Director  
Community Development Services

**2W CONSTRUCTION CORP**

Signed by:  
Nailto Mendes  
923AF7627A0A193  
(Authorized Signatory)

By: Nailto Mendes  
(Printed Name of Signatory)

**Approved as to form and legality:**

Signed by:  
William E. Sexton, Esq.  
4A55AB8A8ED04F3  
William E. Sexton, Esq.  
City Attorney

Title: Sales Manager  
(Title of Authorized Signatory)

Date: 3/6/2026



CONTRACT# CDS/250560

**Witnesses for Property/Homeowner**

**Signature:**

(Signature of First Witness)

Ailin Abboud

(Printed Name of First Witness)

(Signature of Second Witness)

Natalia Cox

(Printed Name of Second Witness)

**PROPERTY/HOMEOWNER**

(Signature of Property/Homeowner)

Patricia Brown

(Printed Name of Homeowner)

Date: 3-11-26

**Exhibit H - Work Change Directive CONTRACT # CDS/250560**

**Work Change Directive**

PO#: \_\_\_\_\_ DATE: 02/04/2026

PROJECT NAME: B25-2068 Brown Euster

PROJECT ADDRESS: 617 NW 1st Ocala

CONTRACTOR SIGNATURE: *Nailto M*

The following change(s) have been requested:

1-Ceiling Surface Correction Using Paneling
2- Remove Existing Paneling, Install Drywall, and Provide Code-Compliant Electrical Outlets (3 Rooms)
3- Kitchen Subfloor Replacement Due to Wood Rot
4- Kitchen Flooring Removal and Tile Installation

Contractor's Estimate Attached

APPROVALS:

DATE:

*James Haynes*  
James Haynes

2/5/26

Owner:

*Christopher Lewis*  
Christopher Lewis

2-9-2026

Estimated increase/decrease in Contract Price

Estimated increase/decrease in Contract

Current Contract Price: \$ 87,000

Times Completion: 30 days.

Request No.: (1) \$ 8,000

New Proposed Price: \$ 95,000

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@OCALAFI.ORG](mailto:CLEWIS@OCALAFI.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