



**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 HOUSING REHABILITATION 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 **APRIL KOHLER CRISWELL** ("Owner"), and **BRUCE WAYNE WILEY, LLC**, a corporation duly organized and authorized to do business in the State of Florida (EIN: 47-1267940), ("Contractor").

**WHEREAS**, on February 17, 2022, City, Owner, and Contractor entered into an Agreement for SHIP/HOME/CDBG Housing Rehabilitation (the "Original Agreement"), City of Ocala Contract No.: CDS/190415C; and

**WHEREAS**, City, Owner, and Contractor subsequently entered into a First Amendment to the Agreement for SHIP/HOME/CDBG Housing Rehabilitation (the "First Amendment") to reflect an increase in the Contract Price necessitated by a Work Change Directive issued on March 16, 2022; 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 March 22, 2022, and attached hereto as **Exhibit A – Work Change Directive**.

**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 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, 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 5 – COMPENSATION.** The language contained in Paragraph 5 – Compensation of the Original Agreement is hereby deleted and replaced, in its entirety, with the following:

**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 **SIXTY-SEVEN THOUSAND, SIX HUNDRED EIGHTY-ONE DOLLARS AND 28/100 (\$67,681.28)**. It is understood the amounts to be paid will be for satisfactory work actually completed rather than the estimated prices.

Payments are to 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 **\$49,438.28**, the total cost of **Change Order #1** and the total cost of **Change Order #2**, as set forth in **Exhibit A – Work Change Directive**.

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 Vendor:**

Bruce Wayne Wiley, LLC  
Attn: Bruce Wayne Wiley  
2107 NE 9<sup>th</sup> Street  
Ocala, Florida 34470  
E-Mail: [brucewiley58@gmail.com](mailto:brucewiley58@gmail.com)  
PH: 352-299-6929

**If to City:**

Tiffany L. Kimball, Contracting Officer  
City of Ocala, City Hall  
110 SE Watula Avenue  
Ocala, FL 34471  
E-Mail: [tkimball@ocalafl.org](mailto:tkimball@ocalafl.org)  
PH: 352-629-8366 FAX: 352-690-2025

with copy to:

Robert W. Batsel, Jr., Esq.  
Gooding & Batsel, PLLC  
1531 SE 36<sup>th</sup> Avenue  
Ocala, FL 34471  
E-Mail: [rbatsel@lawyersocala.com](mailto:rbatsel@lawyersocala.com)  
PH: 352-579-6536

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).** 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 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.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on 04 / 22 / 2022.

**ATTEST:**

*Angel B. Jacobs*

Angel B. Jacobs  
City Clerk

**CITY OF OCALA**

*Peter A. Lee*

Sandra Wilson  
City Manager

Date: 04 / 25 / 2022

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

*James Haynes*

James Haynes, Director  
Community Development Services

**CONTRACTOR:**

**BRUCE WAYNE WILEY, LLC**

*Bruce Wiley*

(Authorized Signatory)

By: Bruce Wayne Wiley, LLC

(Printed Name of Signatory)

**Approved as to form and legality:**

*Robert W. Batsel, Jr.*

Robert W. Batsel, Jr.  
City Attorney

Title: Manager

(Title of Authorized Signatory)

Date: 04 / 22 / 2022



CONTRACT #: CDS/190415C

Witnesses for Property/Homeowner

PROPERTY/HOMEOWNER

Signature:

(Signature of First Witness)

(Signature of Property/Homeowner)

(Printed Name of First Witness)

(Printed Name of Homeowner)

(Signature of Second Witness)

Date: 4/27/22

(Printed Name of Second Witness)



EXHIBIT A

**WORK CHANGE DIRECTIVE**

PO#: CDS/190415

DATE: March 22, 2022

PROJECT NAME: APRIL CRISWELL

PROJECT ADDRESS: 2414 NE 15<sup>TH</sup> AVENUE, OCALA, FL 34470

CONTRACTOR SIGNATURE: 

THE FOLLOWING CHANGE(S) HAVE BEEN REQUESTED:

**Master and guest bathroom floor repair.**

Remove existing bathroom floors has multiple tiles not secured to concrete floor. This work to include the removal of existing vanity and toilet. Demo existing tile, skim coat floor where needed tile and grout in new floor. Reinstall existing vanity and toilet. Clean up haul away debris.

Cost: \$5,500.00

**Exist house floor was installed improperly.**

With too many issues to use existing product interlocking plank. Remove existing vinyl waterproof flooring material throughout entire home. Clean floor area and prep for new floor. Install new vinyl plank interlocking waterproof floor with backing throughout entire floor area excluding bathrooms. Trim where needed to complete finish. Haul away all debris. Existing flooring match may not be available. Contractor will supply owner with similar matched products. Cost allowance \$2.75 per length of material.

Cost: \$11,800.00

TOTAL COST \$17,300.00

\*CONTRACTOR'S ESTIMATE ATTACHED

APPROVALS:

  
James Haynes

  
Burnadine Rich

Christopher A. Lewis

Christopher Lewis

DATE:

4/6/2022

4/6/2022

3/22/2022

Estimate increase/decrease in Contract Price

Current Contract Price: \_\_\$ 50,381.28

Request No:(2) \_\_\_\_\$ 17,300.00\_\_\_\_

New Proposed Price \_\_\$ 67,681.28\_\_\_\_

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

Estimated increase/decrease in Contract Times

Completion: \_\_\_\_\_days

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@OCALA.FL.ORG](mailto:CLEWIS@OCALA.FL.ORG) IF YOU HAVE ANY QUESTION  
PLEASE CALL CHRIS LEWIS (352) 629-8333**

**BRUCE WAYNE WILEY LLC  
1751 NE 11<sup>th</sup> STREET  
OCALA, FL 34470  
352-299-6929  
CBC 1260330**

**PROPOSAL**

**March 22, 2022**

**SUBMITTED TO: Christopher Lewis**

**Projects Coordinator**

**Community Services**

**FOR: APRIL CRISWELL  
2414 NE 15<sup>TH</sup> AVENUE  
OCALA, FL 34470**

**Master and guest bathroom floor repair.**

Remove existing bathroom floors has multiple tiles not secured to concrete floor. This work to include the removal of existing vanity and toilet. Demo existing tile, skim coat floor where needed tile and grout in new floor. Reinstall existing vanity and toilet. Clean up haul away debris.

Cost: \$5,500.00

**Exist house floor was installed improperly.**

With too many issues to use existing product interlocking plank. Remove existing vinyl waterproof flooring material throughout entire home. Clean floor area and prep for new floor. Install new vinyl plank interlocking waterproof floor with backing throughout entire floor area excluding bathrooms. Trim where needed to complete finish. Haul away all debris. Existing flooring match may not be available. Contractor will supply owner with similar matched products. Cost allowance \$2.75 per length of material.

Cost: \$11,800.00

**TOTAL COST \$17,300.00**

**Thank you,**

**Bruce Wiley  
Bruce Wayne Wiley LLC  
1751 NE 11<sup>TH</sup> STREET  
Ocala, FL 34470  
(352) 299-6929  
License # CBC 1260330**

<b>TITLE</b>	FOR SIGNATURES - Second Amendment to Housing Rehabilitation...
<b>FILE NAME</b>	19027.original
<b>DOCUMENT ID</b>	6938fb6ad1dc6cde97cbe806004c635e1dc766d1
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	• Signed

## Document History



**04 / 12 / 2022**  
10:05:20 UTC-4

Sent for signature to Robert W. Batsel, Jr.  
(rbatsel@lawyersocala.com), Bruce Wayne Wiley, LLC  
(brucewiley58@gmail.com), James Haynes  
(jhaynes@ocalafl.org), Sandra Wilson (swilson@ocalafl.org)  
and Angel Jacobs (ajacobs@ocalafl.org) from  
biverson@ocalafl.org  
IP: 216.255.240.104



**04 / 21 / 2022**  
20:30:08 UTC-4

Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)  
IP: 162.212.250.197



**04 / 21 / 2022**  
20:33:59 UTC-4

Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)  
IP: 162.212.250.197



**04 / 21 / 2022**  
21:18:25 UTC-4

Viewed by Bruce Wayne Wiley, LLC (brucewiley58@gmail.com)  
IP: 174.212.50.178



TITLE	FOR SIGNATURES - Second Amendment to Housing Rehabilitation...
FILE NAME	19027.original
DOCUMENT ID	6938fb6ad1dc6cde97cbe806004c635e1dc766d1
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	<ul style="list-style-type: none"> <li>Signed</li> </ul>

## Document History



**04 / 22 / 2022**  
07:00:30 UTC-4

Signed by Bruce Wayne Wiley, LLC (brucewiley58@gmail.com)  
IP: 174.212.50.178



**04 / 22 / 2022**  
11:10:12 UTC-4

Viewed by James Haynes (jhaynes@ocalafl.org)  
IP: 216.255.240.104



**04 / 22 / 2022**  
11:10:30 UTC-4

Signed by James Haynes (jhaynes@ocalafl.org)  
IP: 216.255.240.104



**04 / 25 / 2022**  
12:03:16 UTC-4

Viewed by Sandra Wilson (swilson@ocalafl.org)  
IP: 216.255.240.104



**04 / 25 / 2022**  
12:04:27 UTC-4

The document has been reassigned by Sandra Wilson (swilson@ocalafl.org) to Peter Lee (plee@ocalafl.org)  
IP: 216.255.240.104

<b>TITLE</b>	FOR SIGNATURES - Second Amendment to Housing Rehabilitation...
<b>FILE NAME</b>	19027.original
<b>DOCUMENT ID</b>	6938fb6ad1dc6cde97cbe806004c635e1dc766d1
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	• Signed

## Document History



**04 / 25 / 2022**  
20:00:06 UTC-4

Viewed by Peter Lee (plee@ocalafl.org)  
IP: 216.255.240.104



**04 / 25 / 2022**  
20:00:31 UTC-4

Signed by Peter Lee (plee@ocalafl.org)  
IP: 216.255.240.104



**04 / 26 / 2022**  
09:12:30 UTC-4

Viewed by Angel Jacobs (ajacobs@ocalafl.org)  
IP: 216.255.240.104



**04 / 26 / 2022**  
09:12:55 UTC-4

Signed by Angel Jacobs (ajacobs@ocalafl.org)  
IP: 216.255.240.104



**04 / 26 / 2022**  
09:12:55 UTC-4

The document has been completed.