



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 **LAURIE PINKHAM** ("Owner"), and **BRUCE WAYNE WILEY, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN# 47-1267940) ("Contractor").

WHEREAS, on March 22, 2024, City, Owner, and Contractor entered into an Agreement for SHIP/HOME/CDBG Housing Rehabilitation (the "Original Agreement"), City of Ocala Contract No.: CDS/230005; and

WHEREAS, on June 11, 2024, 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/230005; 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 May 15, 2024 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, 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 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 **NINETY-NINE THOUSAND, FIVE HUNDRED NINETY-EIGHT AND NO/100 (\$99,598)**. 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 **\$96,723** 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: Bruce Wayne Wiley, LLC
Attention: Bruce Wiley
95019 Boyett Lane
Fernandina, Florida 32034
E-Mail: brucewiley58@gmail.com
PH: 352-301-4201

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

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.]



CONTRACT# CDS/230005

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

ATTEST:

CITY OF OCALA

DocuSigned by:
Angel B. Jacobs
608364723078453
Angel B. Jacobs
City Clerk

DocuSigned by:
Christopher Watt
3042800157368433
Christopher Watt
Chief of Staff

Date: 7/2/2024

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

BRUCE WAYNE WILEY, LLC

DocuSigned by:
James Haynes
608364723078453
James Haynes, Director
Community Development Services

DocuSigned by:
Bruce Wayne Wiley
3042800157368433
(Authorized Signatory)

By: Bruce Wayne Wiley
(Printed Name of Signatory)

Approved as to form and legality:

Title: manager
(Title of Authorized Signatory)

DocuSigned by:
William E. Sexton
608364723078453
William E. Sexton, Esq.
City Attorney

Date: 6/25/2024




CONTRACT# CDS/230005

**Witnesses for Property/Homeowner
Signature:**


(Signature of First Witness)

Alex Abboud
(Printed Name of First Witness)


(Signature of Second Witness)

CA Le
(Printed Name of Second Witness)

PROPERTY/HOMEOWNER


Laurie Pinkham
(Signature of Property/Homeowner)

Laurie Pinkham
(Printed Name of Homeowner)

Date: 7/10/24

WORK CHANGE DIRECTIVEPO#: PINKHAM CDS 230005DATE: MAY 8, 2024

PROJECT NAME: LAURIE PINKHAM

PROJECT ADDRESS: 923 NE 10TH AVENUE, OCALA, FL 34470CONTRACTOR SIGNATURE: 

CHANGE ORDER Crush existing tank approximately 700-to-900-gallon tank. Bring in clean suitable fill to cover up hole, compact, seed and hay includes all labor and materials.

Total - \$ 2,875.00

APPROVALS:


James Haynes

Christopher Lewis 5/15/2024

Christopher Lewis

DATE:

5/15/2024

Estimate increase/decrease in Contract Price

Current Contract Price: \$ 96,723.00Request No:(1) \$ 2,875.00New Proposed Price \$ 99,598.00

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

Estimated increase/decrease in Contract Times

Completion: 0

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 IF YOU HAVE ANY QUESTION
PLEASE CALL CHRIS LEWIS (352) 629-8333

**BRUCE WAYNE WILEY LLC
95019 BOYETT LN
FERNANDINA BEACH, FL 32034
352-299-6929
CBC 1260330**

ROUTE

May 15, 2024

SUBMITTED TO: Christopher Lewis

Projects Coordinator

Community Services

**FOR: PINKHAM CDS 230005
923 NE 10TH AVENUE
OCALA, FL**

SEPTIC TANK: Crush existing tank approximately 700-to-900-gallon tank. Bring in clean suitable fill to cover up hole, compact, seed and hay includes all labor and materials.

Total Cost: \$2,875.00

Thank you,

**Bruce Wiley
Bruce Wayne Wiley LLC
95019 BOYETT LN
FERNANDINA BEACH, FL 32034
(352) 299-6929
License # CBC 1260330**