

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

THIS THIRD AMENDMENT TO AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION BETWEEN THE CITY OF OCALA, THE HOMEOWNER, AND THE CITY SELECTED CONTRACTOR ("Third Amendment") is entered into by and between the CITY OF OCALA, a Florida municipal corporation ("City"), acting as agent for ARETHA P. MORAND ("Owner"), and R & R BUILDERS, LLC, a Florida registered Limited Liability Company (EIN# 20-1321261) ("Contractor").

WHEREAS, on August 1, 2022, City, Owner, and Contractor entered into an Agreement for SHIP/HOME/CDBG Housing Rehabilitation (the "Original Agreement"), City of Ocala Contract No.: CDS/220396; and

WHEREAS, on November 15, 2022, City, Owner, and Contractor entered into a First Amendment to Agreement for SHIP/HOME/CDBG Housing Rehabilitation (the "First Amendment"); and

WHEREAS, on December 19, 2022, City, Owner, and Contractor entered into a Second Amendment to Agreement for SHIP/HOME/CDBG Housing Rehabilitation (the "Second Amendment"); and

WHEREAS, City, Owner, and Contractor now desire to amend the Original Agreement to reflect an increase in the Contract Price and extend the time for performance necessitated by a Work Change Directive issued December 28, 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 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 Third 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 **SEVENTY-FOUR THOUSAND, SIX-HUNDRED SEVENTY-FIVE AND NO/100 (\$74,675)**. It is understood the amounts to be paid will be for satisfactory work 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 **\$67,175**, and 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. **AMENDMENT TO PARAGRAPH 6.B. – TIME FOR PERFORMANCE.** The language contained in Paragraph 6.B. – Time for Performance of the Original Agreement is hereby deleted and replaced with the following (all remaining sections of Paragraph 6 – Time for Performance remain in effect):

All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager by JANUARY 6, 2023 and ready for final payment within TEN (10) days of substantial completion.

5. **NOTICES.** All notices, certifications or communications required by this Third 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: James Ravenscraft
1 Pecan Run Harbor
Ocala, FL 34472
E-Mail: jravenscraft@comcast.net
PH: 352-680-0231

If to City:

Daphne Robinson, Esq., Contracting Officer



City of Ocala
110 SE Watula Avenue, Third 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, Third Floor
Ocala, FL 34471
E-Mail: cityattorney@ocalafl.org
PH: 352-401-3972

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

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

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA

Peter Lee
City Manager

Date: 02 / 07 / 2023



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

James Haynes

James Haynes, Director
Community Development Services

Approved as to form and legality:

William E. Sexton

William E. Sexton
City Attorney

R & R BUILDERS, LLC

[Signature]

(Authorized Signatory)

By: R R Builders, LLC

(Printed Name of Signatory)

Title: President

(Title of Authorized Signatory)

Date: 02 / 01 / 2023

Witnesses for Property/Homeowner

Signature:

[Signature]

(Signature of First Witness)

Shaneka Greene

(Printed Name of First Witness)

[Signature]

(Signature of Second Witness)

CHRISTOPHER Lewis

(Printed Name of Second Witness)

PROPERTY/HOMEOWNER

Arctha Morales

(Signature of Property/Homeowner)

Arctha Morales

(Printed Name of Homeowner)

Date: 2-14-23

Work Change Directive

PO#: CDS/220396

DATE: 12-28-22

PROJECT NAME: Aretha morand

PROJECT ADDRESS: 2320 NW 9th Street Ocala FL

CONTRACTOR SIGNATURE: Rita Pauerscraft

The following change(s) have been requested:

Provide & Install 4 Grab Bars
Extend Completion Date
from 12-9-22 to 1-6-23

✓ Contractor's Estimate Attached

APPROVALS:

James Haynes
James Haynes

DATE:

12/28/2022

Christopher Lewis
Christopher Lewis

12/28/2022

Estimated increase/decrease in Contract Price

Current Contract Price: \$ 24,075.00

Request No.: (2) \$ 600.00

New Proposed Price: \$ 24,675.00

Estimated increase/decrease in Contract Times

Completion: 30 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

R & R Builders, LLC

CGC1507984
1 Pecan Run Harbor
Ocala, FL 34472

Estimate

Date	Estimate #
12/28/2022	Morand-05

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

			Project
Description	Qty	Cost	Total
This Estimate is for Aretha Morand, 2320 NW 9th Street, Ocala, FL Provide and Install 4 Grab Bars	1	600.00	600.00
Thank you for your business.		Total	\$600.00

Title	FOR SIGNATURES - Third Amendment to Agreement for Housing...
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Document History



01 / 09 / 2023
08:52:39 UTC-5

Sent for signature to James Haynes (jhaynes@ocalafl.org), William E. Sexton (wsexton@ocalafl.org), R R Builders, LLC (jravenscraft@comcast.net), Peter Lee (plee@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org
IP: 216.255.240.104



01 / 11 / 2023
12:30:32 UTC-5

Viewed by James Haynes (jhaynes@ocalafl.org)
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01 / 11 / 2023
12:30:48 UTC-5

Signed by James Haynes (jhaynes@ocalafl.org)
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02 / 01 / 2023
13:15:42 UTC-5

Viewed by William E. Sexton (wsexton@ocalafl.org)
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02 / 01 / 2023
13:16:04 UTC-5

Signed by William E. Sexton (wsexton@ocalafl.org)
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02 / 01 / 2023
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Viewed by R R Builders, LLC (jravenscraft@comcast.net)
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02 / 01 / 2023
13:19:29 UTC-5

Signed by R R Builders, LLC (jravenscraft@comcast.net)
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02 / 07 / 2023
14:50:16 UTC-5

Viewed by Peter Lee (plee@ocalafl.org)
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02 / 07 / 2023
14:50:30 UTC-5

Signed by Peter Lee (plee@ocalafl.org)
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02 / 08 / 2023
09:42:48 UTC-5

Viewed by Angel Jacobs (ajacobs@ocalafl.org)
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02 / 08 / 2023
09:42:55 UTC-5

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The document has been completed.