



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

THIS FOURTH AMENDMENT TO AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION BETWEEN THE CITY OF OCALA, THE HOMEOWNER, AND THE CITY SELECTED CONTRACTOR ("Fourth 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 Florida registered Limited Liability Company (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 subsequently entered into a Second Amendment to the Agreement for SHIP/HOME/CDBG Housing Rehabilitation (the "Second Amendment") to reflect an increase in the Contract Price necessitated by a Work Change Directive issued on March 22, 2022; and

WHEREAS, City, Owner, and Contractor subsequently entered into a Third Amendment to the Agreement for SHIP/HOME/CDBG Housing Rehabilitation (the "Third Amendment") to reflect an increase in the Contract Price necessitated by a Work Change Directive issued on April 7, 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 May 23, 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 Fourth 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 **SEVENTY-TWO THOUSAND, THREE HUNDRED SIXTY-FIVE DOLLARS AND 81/100 (\$72,365.81)**. 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**, the total cost of **Change Order #2**, the total cost of **Change Order #3**, and the total cost of **Change Order #4** as set forth in **Exhibit A – Work Change Directive**.

4. **NOTICES.** All notices, certifications or communications required by this Fourth 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 9th Street
Ocala, Florida 34470
E-Mail: brucewiley58@gmail.com
PH: 352-299-6929

If to City:

Daphne Robinson, Esq., Contracting Officer
City of Ocala, City Hall
110 SE Watula Avenue
Ocala, FL 34471
E-Mail: notices@ocalafl.org
PH: 352-629-8343 FAX: 352-690-2025



with copy to: Robert W. Batsel, Jr., Esq.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471
E-Mail: rbatsel@lawyersocala.com
PH: 352-579-6536

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

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs

Peter A. Lee

Angel B. Jacobs
City Clerk

Peter Lee
Interim City Manager

Date: 07 / 14 / 2022

Reviewed and Approved by Community
Development Services Department:

CONTRACTOR:
BRUCE WAYNE WILEY, LLC

James Haynes

Bruce Wiley

James Haynes, Director
Community Development Services

(Authorized Signatory)

By: Bruce Wayne Wiley, LLC
(Printed Name of Signatory)

Approved as to form and legality:

Title: Manager
(Title of Authorized Signatory)

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

Date: 07 / 13 / 2022



CONTRACT #: CDS/190415C

Witnesses for Property/Homeowner

Signature:


(Signature of First Witness)

CHRISTOPHER LEWIS
(Printed Name of First Witness)

PROPERTY/HOMEOWNER


(Signature of Property/Homeowner)

April K. Cruswell
(Printed Name of Homeowner)


(Signature of Second Witness)

Bernadine Rich
(Printed Name of Second Witness)

Date: 7/18/22


EXHIBIT A - WORK CHANGE DIRECTIVE

PO#: CRISWELL

DATE: MAY 23, 2022

PROJECT NAME: APRIL CRISWELL

PROJECT ADDRESS: 2414 NE 15TH AVENUE, OCALA, FL

CONTRACTOR SIGNATURE: 

City Of Ocala building department requirements for final certificate of occupancy.
Requires a termite report and treatment for one year.

Termite report and treatment - \$1036.00

Four prong range cord installed by lic. Electrician- \$200.00

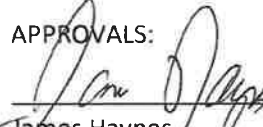
Icemaker connection by a licensed plumber - \$200.00

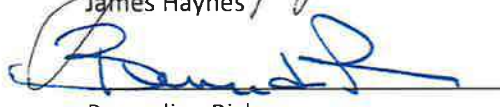
Electric and water bill from City of Ocala - \$2,236.85

Drywall and water line repair caused by nail - \$661.68

Total - \$4,334.53

APPROVALS:


James Haynes


Burnadine Rich

Christopher Lewis

Christopher Lewis

DATE:

5/26/2022

5/26/2022

5/26/2022

Estimate increase/decrease in Contract Price

Current Contract Price: \$ 68,031.28

Request No:(4) \$ 4,334.53

New Proposed Price \$ 72,365.81

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

COMMENTS: _____

Estimated increase/decrease in Contract Times

Completion: _____

If the change involves an increase, the
estimated times are not to be exceeded
without further authorization

**NOTE: PLEASE E-MAIL COMPLETED FORM TO CLEWIS@OCALA.FL.ORG IF YOU HAVE ANY QUESTION
PLEASE CALL CHRIS LEWIS (352) 629-8333**

TITLE	FOR SIGNATURES - Fourth Amendment to Agreement for Housing.....
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DOCUMENT ID	9e9ca42d578beb8820beb2ca8e374ab4af1bb9d0
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

07 / 01 / 2022
09:39:27 UTC-4

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



VIEWED

07 / 10 / 2022
11:15:11 UTC-4

Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
IP: 216.255.247.55



SIGNED

07 / 10 / 2022
11:16:15 UTC-4

Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)
IP: 216.255.247.55



VIEWED

07 / 13 / 2022
14:17:30 UTC-4

Viewed by James Haynes (jhaynes@ocalafl.org)
IP: 98.180.117.32



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14:17:53 UTC-4

Signed by James Haynes (jhaynes@ocalafl.org)
IP: 98.180.117.32

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21:39:14 UTC-4

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IP: 174.212.44.1



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21:41:26 UTC-4

Signed by Bruce Wayne Wiley, LLC (brucewiley58@gmail.com)
IP: 174.212.44.1



07 / 14 / 2022
11:15:51 UTC-4

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



07 / 14 / 2022
11:16:04 UTC-4

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



07 / 14 / 2022
12:58:36 UTC-4

Viewed by Angel Jacobs (ajacobs@ocalafl.org)
IP: 98.180.28.209



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Signed by Angel Jacobs (ajacobs@ocalafl.org)
IP: 98.180.28.209



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The document has been completed.