



**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 **VERDA PENNINGTON** ("Owner"), and **R & R BUILDERS, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN# 20-1321261) ("Contractor").

WHEREAS, on May 17, 2023, City, Owner, and Contractor entered into an Agreement for SHIP/HOME/CDBG Housing Rehabilitation (the "Original Agreement"), City of Ocala Contract No.: CDS/230073; and

WHEREAS, on July 20, 2023, City and Vendor entered into a First Amendment to Agreement for SHIP/HOME/CDBG Housing Rehabilitation ("First Amendment") incorporating a Work Change Directive, City of Ocala Contract No.: CDS/230073; 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 September 20, 2023 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 **ONE HUNDRED SEVENTY-FIVE THOUSAND, SEVEN HUNDRED EIGHTY-THREE AND 60/100 (\$175,783.60)**. 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 contract price of **\$164,250** 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:**

R & R Builders, LLC
Attention: Rita Ravenscraft
1 Pecan Run Harbor
Ocala, FL 34472
E-Mail: rita@rrbuilders.org
PH: 352-680-0231

If to City:

Daphne Robinson, Esq., Contracting Officer
City of Ocala, City Hall
110 SE Watula Avenue, 3rd 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, 3rd Floor
Ocala, FL 34471
E-Mail: cityattorney@ocalafl.org
PH: 352-401-3972

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 Agreement on the dates set forth below.

ATTEST:

DocuSigned by:
Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Christopher Watt

Christopher Watt
Chief of Staff

Date: 10/19/2023

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

DocuSigned by:
James Haynes

James Haynes, Director
Community Development Services

R & R BUILDERS, LLC

DocuSigned by:
Rita Ravenscraft

(Authorized Signatory)

By: Rita Ravenscraft

(Printed Name of Signatory)

Title: Managing Member

(Title of Authorized Signatory)

Approved as to form and legality:

DocuSigned by:
William E. Sexton

William E. Sexton, Esq.
City Attorney

Date: 10/19/2023



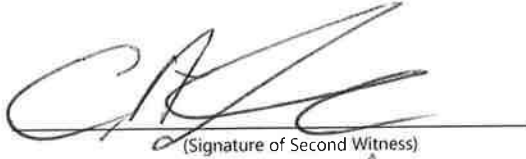
CONTRACT #: CDS/230073

Witnesses for Property/Homeowner

Signature:

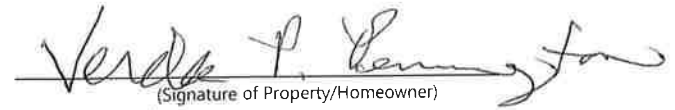

(Signature of First Witness)

Shaneka Greene
(Printed Name of First Witness)


(Signature of Second Witness)

CHRISTOPHER Lewis
(Printed Name of Second Witness)

PROPERTY/HOMEOWNER


(Signature of Property/Homeowner)

Verda P. Pennington
(Printed Name of Homeowner)

Date: 11/7/2023

Exhibit A - Work Change Directive 2 CONTRACT# CDS/230073**Work Change Directive**

PO#: CDS/230073 DATE: 9-20-23
PROJECT NAME: Verda Pennington
PROJECT ADDRESS: 322 NE 12th Ave, Ocala
CONTRACTOR SIGNATURE: Rita Pauenscraft

The following change(s) have been requested:

Additional costs for removal & install R30 blown insulation in living space, Source call for AC and Labor & Material to remove & install new Kitchen cabinets.

✓ Contractor's Estimate Attached

APPROVALS:

DATE:

James HaynesChristopher Lewis
Christopher Lewis9/28/2023

Estimated increase/decrease in Contract Price

Estimated increase/decrease in Contract Times

Current Contract Price: \$ 164,250.00

Completion: _____ days.

Request No.: (3) \$ 11,533.60New Proposed Price: \$ 175,783.60

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

Exhibit A - Work Change Directive 2 **CONTRACT# CDS/230073**
Estimate

Date	Estimate #
9/13/2023	Pennington2

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

			Project
Description	Qty	Cost	Total
This estimate is for Verda Pennington 322 NE 12th Ave, Ocala, FL			
Additional Costs for removal and install R30 Blown Insulation in living space	1	3,733.60	3,733.60
		0.00	0.00
Service Call for Air Conditioning	1	300.00	300.00
Labor and Material to remove and Install New Kitchen Cabinets	1	7,500.00	7,500.00
Thank you for your business.			
Total			\$11,533.60

Certificate of Completion

Envelope Id: 7CC13247140B4394B922F3985DC698D2

Subject: FOR SIGNATURE - CDS/230073

Source Envelope:

Document Pages: 6

Certificate Pages: 5

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:

Jamil Ramirez

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

jramirez@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

10/17/2023 3:23:33 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Jamil Ramirez

jramirez@ocalafl.org

Pool: StateLocal

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Location: DocuSign

Signer Events

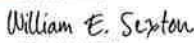
William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**

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Signed: 10/19/2023 9:25:33 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Rita Ravenscraft

rita@rrbuilders.org

Managing Member

Security Level: Email, Account Authentication
(None)

DocuSigned by:

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 10/19/2023 9:30:19 AM

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Christopher Watt

cwatt@ocalafl.org

Chief of Staff

City of Ocala

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style

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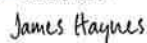
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James Haynes

jhaynes@ocalafl.org

Director, Community Development Services

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style

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Signed using mobile

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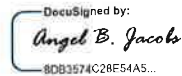
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Electronic Record and Signature Disclosure:

Signer Events

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Angel B. Jacobs
ajacobs@ocalafl.org
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(None)

Signature

Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

Timestamp

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Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**