

FIRST AMENDMENT TO AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION

THIS FIRST AMENDMENT TO AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION, ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), **SHANTA NORTON** ("Owner"), and **STEJACK, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN# 99-3286876) ("Contractor").

WHEREAS, on August 7, 2025, City, Owner, and Contractor entered into an Agreement for SHIP/HOME/CDBG Housing Rehabilitation (the "Original Agreement"), City of Ocala Contract No.: CDS/250787; and

WHEREAS, City, Owner, and Contractor now desire to amend the Original Agreement to reflect an increase in the Contract Price necessitated by the Work Change Directive issued November 5, 2025, 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, 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 First Amendment.
3. **AMENDMENT TO PARAGRAPH 6 – COMPENSATION.** The language contained in Paragraph 6 – Compensation of the Original Agreement is hereby deleted and replaced with the following (all remaining sections of Paragraph 6 – Compensation remains 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 **FIFTY THOUSAND, FIVE HUNDRED FIFTY-ONE AND 92/100 DOLLARS (\$50,551.92)**. 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 **\$45,040.40** and the total cost of **Change Order #1** as set forth in **Exhibit A – Work Change Directive**.
4. **NOTICES.** All notices, certifications or communications required by this First 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:

Stejack, LLC
Attention: Steven Berger
522 S Hunt Club Blvd
Apopka, Florida 32707
PH: 407-791-9755
E-Mail: steven@stejack.com

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

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
City Council President

Date: _____

**Reviewed and Approved by Community
Development Services Department:****STEJACK, LLC**

James Haynes, Director
Community Development Services

(Authorized Signatory)

By: _____
(Printed Name of Signatory)

Approved as to form and legality:

Title: _____
(Title of Authorized Signatory)

William E. Sexton, Esq.
City Attorney

Date: _____



**Witnesses for Property/Homeowner
Signature:**

PROPERTY/HOMEOWNER

(Signature of First Witness)

(Signature of Property/Homeowner)

(Printed Name of First Witness)

(Printed Name of Homeowner)

(Signature of Second Witness)

Date: _____

(Printed Name of Second Witness)

Work Change DirectivePO#: CDS/250787DATE: 10/27/2025PROJECT NAME: Residential Rehabilitation - NORTONPROJECT ADDRESS: 117 NW 16th TerrCONTRACTOR SIGNATURE: Steven Berger

The following change(s) have been requested:

ADDITIONAL SCOPE - DRYWOOD & SUBTERRANIAN TERMITE TREATMENT
ADDITIONAL TIME - Termite treatment as well as: 1. the need to replace rather than repair the ceiling in the master bedroom. 2. The need to replace rather than steam the carpets in the bedrooms. 3. The need to repair the subfloors in the bedrooms receiving carpet.

✓ Contractor's Estimate Attached

APPROVALS

James Haynes

Owner

Christopher Lewis

Christopher Lewis

DATE:

11/5/202510/28/202510/30/2025

Estimated increase/decrease in Contract Price

Current Contract Price: \$ 45,040.40Request No.: () \$ 5511.52New Proposed Price: \$ 50,551.92

Estimated increase/decrease in Contract Times

Completion: 21 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: Change in price is only for the termite treatment. Stejack Construction will absorb the cost for all other changes listed above.

**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



Stejack, LLC

321 Montgomery Rd
#162163
Altamonte Springs, FL 32716

Email: steven@stejack.com
Phone: 4077919755

QUOTE

Quote Number
QUO-0209

Quote To

**City of Ocala Community
Development Services**

201 SE 3rd St
2nd Floor
Ocala, FL, 34471
USA

1 352 6298333

For Project

CDS/250787 - Norton 117 NW 16 Terrace

Quote Date

3 Nov 2025

Change Order for Termite Treatment - Norton CDS/250787

Line Description	Qty	Rate	Total
Drywood & Subterranean Termite Treatment	1.00	\$5,511.52	\$5,511.52
TOTAL			\$5,511.52

This quote is valid for 30 days.