



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 **BRENDA NELSON** ("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 31, 2023, City, Owner, and Contractor entered into an Agreement for SHIP/HOME/CDBG Housing Rehabilitation (the "Original Agreement"), City of Ocala Contract No.: CDS/220810; and

WHEREAS, on August 31, 2023, 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/220810; 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 August 31, 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 **SIXTY THOUSAND, NINE HUNDRED AND SIXTY-FIVE AND NO/100 (\$60,965)**. 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 **\$59,465** 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

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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
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

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.]



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

ATTEST:

DocuSigned by:
Angel B. Jacobs
P82703401C4E4E5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Peter Lee
5BB28E162F2E4C2...
Peter Lee
City Manager
Date: 9/22/2023

Reviewed and Approved by Community Development Services Department:

DocuSigned by:
James Haynes
42DEB238610041D...
James Haynes, Director
Community Development Services

R & R BUILDERS, LLC

DocuSigned by:
Rita Ravenscraft
17960A62531948U...
(Authorized Signatory)
By: Rita Ravenscraft
(Printed Name of Signatory)

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B070CFC4E86E429...
William E. Sexton, Esq.
City Attorney

Title: Managing Member
(Title of Authorized Signatory)
Date: 9/17/2023



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Witnesses for Property/Homeowner

Signature:


(Signature of First Witness)

Yvette Grillo
(Printed Name of First Witness)


(Signature of Second Witness)

CHRISTOPHER LEWIS
(Printed Name of Second Witness)

PROPERTY/HOMEOWNER


(Signature of Property/Homeowner)

Brenda Nelson
(Printed Name of Homeowner)

Date: 10.3.2023

Work Change DirectivePO#: CDS/220810DATE: 8.31.23PROJECT NAME: Brenda NelsonPROJECT ADDRESS: 1018 W Silver Springs Pl. OcalaCONTRACTOR SIGNATURE: Pita Ravenscroft

The following change(s) have been requested:

Provide material + Labor for bathroom Floor
Roof - material + Labor - flashing roof holes

✓ Contractor's Estimate Attached

APPROVALS:

James Haynes

DATE:

8/31/2023

Christopher Lewis

Christopher Lewis

8/31/2023

Estimated increase/decrease in Contract Price

Current Contract Price: \$ 59,465.00Request No.: (1) \$ 15,000.00New Proposed Price: \$ 60,965.00

Estimated increase/decrease in Contract Times

Completion: _____ 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 #
8/31/2023	Nelson02

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 Brenda Nelson, 1018 W Silver Springs Place, Ocala, FL			
Provide material and Labor for bathroom flooring	1	1,200.00	1,200.00
Roof- material and labor for intalling flashing holes in roof		300.00	300.00
Thank you for your business.		Total	\$1,500.00

Certificate of Completion

Envelope Id: 5A2049E7774E496A85841D23637E5FD3

Subject: FOR SIGNATURES - Second Amendment - CDBG Rehab Agreement - Nelson (CDS 220810)

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:

Savannah Lewis

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

slewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

9/14/2023 2:49:06 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Status: Original

9/15/2023 12:39:26 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Savannah Lewis

slewis@ocalafl.org

Pool: StateLocal

Pool: City of Ocala - Procurement & Contracting

Holder: Jamil Ramirez

jramirez@ocalafl.org

Pool: StateLocal

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Location: DocuSign

Location: DocuSign

Location: DocuSign

Signer Events

James Haynes

jhaynes@ocalafl.org

Director, Community Development Services

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
James Haynes
42DEB23881D041D...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

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Signed: 9/15/2023 8:50:55 AM

Electronic Record and Signature Disclosure:

Accepted: 3/7/2023 8:03:46 AM

ID: 2896330f-34db-4ce4-a6ef-e3f38eda28a0

William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:
William E. Sexton
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Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

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Viewed: 9/15/2023 9:08:49 AM

Signed: 9/15/2023 9:08:53 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:
Rita Ravenscraft
F7960A825310480...

Signature Adoption: Pre-selected Style

Using IP Address: 73.120.149.231

Sent: 9/15/2023 9:08:54 AM

Viewed: 9/17/2023 9:25:23 AM

Signed: 9/17/2023 9:25:47 AM

Electronic Record and Signature Disclosure:

Accepted: 9/17/2023 9:25:23 AM

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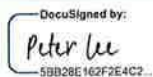
Signer Events

Peter Lee

plee@ocalafl.org

City Manager

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**DocuSigned by:
Peter Lee
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Using IP Address: 216.255.240.104**Timestamp**

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Signed: 9/22/2023 9:59:57 AM

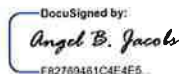
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Angel B. Jacobs

ajacobs@ocalafl.gov

April 19

City of Ocala

Security Level: Email, Account Authentication
(None)DocuSigned by:
Angel B. Jacobs
F82709461C4E4E5...Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

9/14/2023 3:38:33 PM

Certified Delivered

Security Checked

9/22/2023 10:25:51 AM

Signing Complete

Security Checked

9/22/2023 10:26:02 AM

Completed

Security Checked

9/22/2023 10:26:02 AM

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