

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

**CONTRACT #: CDS/220812** 

THIS SECOND AMENDMENT TO AGREEMENT FOR SHIP/HOME/CDBG ROOF REPLACEMENT 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 **ELLAWESE HAMPTON** ("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 30, 2023, City, Owner, and Contractor entered into an Agreement for SHIP/HOME/CDBG Housing Rehabilitation (the "Original Agreement"), City of Ocala Contract No.: CDS/220812; and

**WHEREAS**, on September 19, 2023 City, Owner, and Contractor entered into a First Amendment Agreement for SHIP/HOME/CDBG Housing Rehabilitation (the "Original Agreement"), City of Ocala Contract No.: CDS/220812; 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 14, 2023 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 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 **EIGHTY-SIX THOUSAND, TWO HUNDRED AND SEVENTY-FIVE AND NO/100 (\$86,275)**. 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 **\$84,050** and the total cost of **Change Order #2** as set forth in **Exhibit A Work Change Directive Two**.
- 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



**CONTRACT #: CDS/220812** 

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

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	Peter lu
Angel B. Jacobs	Peter Lee
City Clerk	City Manager
	Date:
Reviewed and Approved by Community	R & R BUILDERS, LLC
Development Services Department:	DocuSigned by:
James Haynes	Kita Kavenseraft
James Haynes, Director	(Authorized Signatory)
Community Development Services	By:
Approved as to form and legality:	(Printed Name of Signatory)
DocuSigned by:	
William E. Sexton	Title:
William E. Sexton, Esq.	(Title of Authorized Signatory)
City Attorney	Date:9/20/2023



Witnesses for Property/Homeowner

Sighature:

(Signature of First Witness)

(Delete d Name of First Mits and

(Signature of Second Witness)

(Printed Name of Second Witness)

CHasioppion Lavis

( )

PROPERTY/HOMEOWNER

ignature of Property/Homeownery

(Printed Name of Homeowner)

Date: 8-25-23

## **Work Change Directive**

PO#: CDS 2208/2	DATE: 8-14-23		
PROJECT NAME: 511AWaso. Hampton			
CONTRACTOR SIGNATURE: Pilo Pauguschalt			
The following change(s) have been requested:			
anotall two ADA to	ileto and one		
Low back me prese			
moderial of Lakor			
additional Cabi	net Work		
Caulking in Liu	ing Room		
0	0		
✓ Contractor's Estimate Attached			
APPROVALS:	DATE:		
166	ahala		
James Haynes	8/30/97		
/ =			
Christopher Lewis	8/14/2023		
Christopher Lewis	0/14/2023		
<u>-</u>			
Estimated increase/decrease in Contract Price	Estimated increase/decrease in Contract Times		
Current Contract Price: $$84,05000$ Request No.: (1) $$223500$	Completion: days.		
New Proposed Price: \$\$6,275.00			
If the change involves an increase, the	If the change involves an increase, the estimated		
estimated amount is not to be exceeded	times are not to be exceeded without further		
without further authorization	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 #
8/14/2023	Hampton 01

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

			Project
		0.1	Total
Description	Qty	Cost	Total
This estimate is for Ellawese Hampton, 1324 SE 18th Place, Ocala			
Install two ADA toilets and One Low back one piece toilet Additional Cabinet Work caulking in living room	,1	1,925.00 200.00 100.00	1,925.00 200.00 100.00
~ ~~ CHANGE ORDED ~~~~			
i i			
Thank you for your business.		Total	\$2,225.00

**Certificate Of Completion** 

Envelope Id: 6E69B7A372774185A4EC8EE917E4E09C

Subject: Second Amendment to CDBG Rehab Agreement - Hampton, RR Builders, LLC (CDS 220812)

Source Envelope:

Document Pages: 6 Certificate Pages: 5 AutoNav: Enabled

Signatures: 5 Initials: 0

Envelopeld Stamping: Enabled

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

Status: Completed

Envelope Originator: Brittany Craven 110 SE Watula Avenue City Hall, Third Floor Ocala, FL 34471

biverson@ocalafl.org IP Address: 216.255.240.104

Record Tracking

Status: Original

9/20/2023 7:38:50 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Brittany Craven

biverson@ocalafl.org

Pool: StateLocal

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Location: DocuSign

Signer Events

James Haynes jhaynes@Ocalafl.org

Director, Community Development Services Security Level: Email, Account Authentication

(None)

**Signature** 

James Haynes

Signature Adoption: Pre-selected Style Using IP Address: 174,211.224.213

Signed using mobile

**Timestamp** 

Sent: 9/20/2023 7:41:59 AM Viewed: 9/20/2023 8:45:13 AM Signed: 9/20/2023 8:45:33 AM

Electronic Record and Signature Disclosure:

Accepted: 3/7/2023 8:03:46 AM ID: 2896330f-34db-4ce4-a6ef-e3f38eda28a0

Rita Ravenscraft rita@rrbuilders.org

Managing Member

Security Level: Email, Account Authentication

(None)

Rita Kavenscraft

Signature Adoption: Pre-selected Style Using IP Address: 73.120.149.231

Sent: 9/20/2023 8:45:34 AM Viewed: 9/20/2023 9:15:05 AM Signed: 9/20/2023 9:15:20 AM

Electronic Record and Signature Disclosure:

Accepted: 9/20/2023 9:15:05 AM

ID: 5563178a-05b2-419c-acfd-7d777401a4e5

William E. Sexton wsexton@ocalafl.org

City Attorney City of Ocala

Security Level: Email, Account Authentication

(None)

William E. Sexton 907DCFC4E86E429

Signature Adoption: Pre-selected Style

Sent: 9/20/2023 9:15:21 AM

Viewed: 9/21/2023 10:22:25 AM

Signed: 9/21/2023 10:22:29 AM

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Peter Lee plee@ocalafl.org City Manager City of Ocala

Security Level: Email, Account Authentication (None)

Peter lu

Signature Adoption: Pre-selected Style Using IP Address: 216.255,240.104

Sent: 9/21/2023 10:22:30 AM Viewed: 9/21/2023 2:20:17 PM Signed: 9/21/2023 2:20:26 PM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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. Jacob  F82769461C4E4E5.  Signature Adoption: Pre-selected Style Using IP Address: 216.255.240,104	Sent: 9/21/2023 2:20:28 PM Viewed: 9/21/2023 3:19:09 PM Signed: 9/21/2023 3:19:55 PM
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 Certified Delivered Signing Complete Completed	Hashed/Encrypted Security Checked Security Checked Security Checked	9/20/2023 7:41:59 AM 9/21/2023 3:19:09 PM 9/21/2023 3:19:55 PM 9/21/2023 3:19:55 PM
Payment Events	Status	Timestamps
Electronic Record and Signature D	isclosure	