



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

THIS FIRST AMENDMENT TO AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION BETWEEN THE CITY OF OCALA, THE HOMEOWNER, AND THE CITY SELECTED CONTRACTOR ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), acting as agent for **BRIAN & MARCELLA GAINES** ("Owner"), and **BRUCE WAYNE WILEY, LLC**, limited liability company duly organized and authorized to do business in the state of Florida (EIN# 47-1267940) ("Contractor").

WHEREAS, on February 27, 2023, City, Owner, and Contractor entered into an Agreement for SHIP/HOME/CDBG Housing Rehabilitation (the "Original Agreement"), City of Ocala Contract No.: CDS/220742; 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 April 1, 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 First 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 FORTY-EIGHT THOUSAND, TWO HUNDRED SIXTY AND 50/100 (\$148,260.50)**. 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 **\$137,328** 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:

Bruce Wayne Wiley, LLC
Attention: Bruce Wiley
1751 NE 11th St.
Ocala, FL 34488
E-Mail: brucewiley58@gmail.com
PH: 352-301-4201

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 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:

DocuSigned by:

Angel B. Jacobs

F82760461C4E4E5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:

Peter Lee

5RR2RF162F2E4C2...
Peter Lee
City Manager

Date: 4/19/2023

Reviewed and Approved by Community Development Services Department:

DocuSigned by:

James Haynes

42DEB23861D041D...
James Haynes, Director
Community Development Services

BRUCE WAYNE WILEY, LLC

DocuSigned by:

Bruce Wayne Wiley, LLC

201190FB95ED4D6...
(Authorized Signatory)

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

Approved as to form and legality:

DocuSigned by:

William E. Sexton

B07DCFC4E86E429...
William E. Sexton, Esq.
City Attorney

Title: manager
(Title of Authorized Signatory)

Date: 4/18/2023



CONTRACT# CDS/220742

Witnesses for Property/Homeowner

Signature:

[Handwritten Signature]
(Signature of First Witness)

Shanelat Greene
(Printed Name of First Witness)

[Handwritten Signature]
(Signature of Second Witness)

CHRISTOPHER LOVELL
(Printed Name of Second Witness)

PROPERTY/HOMEOWNER

Brian Green
(Signature of Property/Homeowner)

Brian Gaines
(Printed Name of Homeowner)

Date: 4-24-2023

Marcella C b
Sign

MARCELLA C GAINES
Print

4-24-2023
Date

EXHIBIT A
WORK CHANGE DIRECTIVE

PO#: _GAINES_CDS/220742_

DATE: __April 1, 2023

PROJECT NAME: BRIAN AND MARCELLA GAINES

PROJECT ADDRESS: _____2408 NW 21ST STREET, OCALA, FL 34475-4850

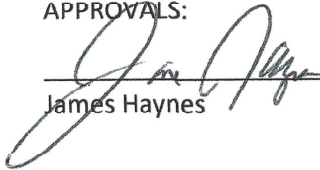
CONTRACTOR SIGNATURE: 

CHANGE ORDER – labor & materials – replumb all supply and drain lines to home. Upon demolition of both bathrooms, plumbing drain and supply lines were broken, disassemble, floors completely rotten through. Guest bathroom required to restructure load bearing portion of floor joist. Bathroom walls also required thermos insulation and furring strips. – \$6587.00

Kitchen, living room, both bedrooms required Thermo insulation and furring stripping to accommodate electric wiring for plugs and switches - \$4345.00

Total - \$10,932.00

APPROVALS:


James Haynes

DATE:

4/4/2023

Shaneka Greene

Christopher Lewis

Christopher Lewis

4/4/2023

Estimate increase/decrease in Contract Price

Current Contract Price: __\$ 137,328.00

Request No:(1) __\$ 10,932.50

New Proposed Price __\$ 148,260.50

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

Estimated increase/decrease in Contract Times

Completion: __60 Days__

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@OCALA.FL.ORG IF YOU HAVE ANY QUESTION
PLEASE CALL CHRIS LEWIS (352) 629-8333**

BRUCE WAYNE WILEY LLC
 1751 NE 11TH STREET
 OCALA, FL 34470
 Tel 352-299-6929
 CBC LIC #1260330

INVOICE 2 **4.1.2023**

BILL TO	SHIP TO	INSTRUCTIONS
CITY OF OCALA 110 SE WATULLA AVE OCALA, FL 34471	Same as recipient	CDS #220742 BRIAN AND MARCELLA GAINES 2408 NW21ST STREET OCALA, FL 34475-4850

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	COMPLETED AS OF APRIL 1, 2023		
	CHANGE ORDER – labor & materials – replumb all supply and drain lines to home. Upon demolition of both bathrooms, plumbing drain and supply lines were broken, disassemble, floors completely rotten through. Guest bathroom required to restructure load bearing portion of floor joist. Bathroom walls also required thermos insulation and furring strips. – \$6587.00		\$6587.00
	Kitchen, living room, both bedrooms required Thermo insulation and furring stripping to accommodate electric wiring for plugs and switches - \$4345.00		4345.00

SUBTOTAL	\$10,932.50
TOTAL DUE	\$ 10,932.50

Thank you for your business!

Ok to pay *Christopher Lewis* 4/4/2023

Certificate Of Completion

Envelope Id: FDF144B96FB641519082BA45C87D2B75	Status: Completed
Subject: First Amendment - CDBG Rehab Agreement - Gaines, Bruce Wayne Wiley, LLC (CDS 220742)	
Source Envelope:	
Document Pages: 6	Signatures: 5
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Brittany Craven
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	biverson@ocalafl.org
	IP Address: 216.255.240.104

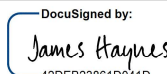
Record Tracking

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Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

Signer Events

James Haynes
 jhaynes@ocalafl.org
 Director, Community Development Services
 Security Level: Email, Account Authentication (None)

Signature

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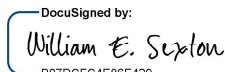
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Electronic Record and Signature Disclosure:

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William E. Sexton
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

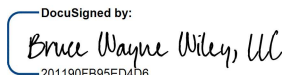
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Bruce Wayne Wiley, LLC
 brucewiley58@gmail.com
 manager
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 24.250.217.3

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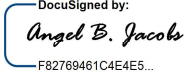
Peter Lee
 plee@ocalafl.org
 City Manager
 City of Ocala
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
Angel B. Jacobs ajacobs@ocalafl.org April 19 City of Ocala Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: <i>Angel B. Jacobs</i> <small>F82769461C4E4E5...</small></p> Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 4/19/2023 5:48:34 PM Viewed: 4/20/2023 8:57:15 AM Signed: 4/20/2023 8:57:26 AM
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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
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Certified Delivered	Security Checked	4/20/2023 8:57:15 AM
Signing Complete	Security Checked	4/20/2023 8:57:26 AM
Completed	Security Checked	4/20/2023 8:57:26 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.