



## 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"), **ANNETTE MCBRIDE** ("Owner"), and **FLORIDA HOME CONTRACTORS, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 30-0463963) ("Contractor").

**WHEREAS**, on June 5, 2024, City, Owner, and Contractor entered into an Agreement for SHIP/HOME/CDBG roof replacement services on a residential property located at 1640 SW 5<sup>th</sup> Street Ocala Florida 34471 (the "Original Agreement"), City of Ocala Contract No.: CDS/240179; 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 June 27, 2024 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 **SIXTY-THREE THOUSAND, THREE HUNDRED EIGHT AND 86/100 DOLLARS (\$63,308.86)**. 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 **\$59,550** 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: Florida Home Contractors, Inc.  
Attention: Brian Suci  
9400 NE 307<sup>th</sup> Avenue  
Salt Springs, Florida 32134  
E-Mail: [flhomecontractors@gmail.com](mailto:flhomecontractors@gmail.com)  
PH: 352-304-6656

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](mailto: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](mailto: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 First Amendment on the dates set forth below.

**ATTEST:**

**CITY OF OCALA**

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

DocuSigned by:  
Christopher Watt  
Christopher Watt  
Chief of Staff

Date: 7/3/2024

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

**FLORIDA HOME CONTRACTORS, INC.**

DocuSigned by:  
James Haynes  
James Haynes, Director  
Community Development Services

DocuSigned by:  
Brian Suci  
(Authorized Signatory)

By: Brian Suci  
(Printed Name of Signatory)

**Approved as to form and legality:**

Title: Owner  
(Title of Authorized Signatory)

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

Date: 7/2/2024



CONTRACT# CDS/240179

**Witnesses for Property/Homeowner**

**Signature:**

  
(Signature of First Witness)

Ailin C Abboud  
(Printed Name of First Witness)

  
(Signature of Second Witness)

Yolanda Anderson  
(Printed Name of Second Witness)

**PROPERTY/HOMEOWNER**

  
(Signature of Property/Homeowner)

Annette McBride  
(Printed Name of Homeowner)

Date: 7/15/24

**Exhibit A - Work Change Directive****CONTRACT# CDS/240179****Work Change Directive**PO#: Mc Bride Rehab DATE: 06/25/2024PROJECT NAME: Mc Bride Change Order - TermitesPROJECT ADDRESS: 1640 SW 5th St Ocala, FL

CONTRACTOR SIGNATURE: \_\_\_\_\_

The following change(s) have been requested:



Tented Fumigation for Drywood Termites / Subterranean Termite Treatment

✓ Contractor's Estimate Attached

APPROVALS:

  
James Haynes

DATE:

6/27/2024  
Christopher Lewis6/25/2024

Estimated increase/decrease in Contract Price

Current Contract Price: \$ \$59,550.00Request No.: ( ) \$ 3758.86New Proposed Price: \$ \$63,308.86

Estimated increase/decrease in Contract Times

Completion: 60 Days days.If the change involves an increase, the  
estimated amount is not to be exceeded  
without further authorizationIf 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](mailto: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

Exhibit A - Work Change Directive

CONTRACT# CDS/240179

ESTIMATE

Florida Home Contractors, Inc.  
19261 N US Hwy 301  
Citra, FL 32113

flhomecontractors@gmail.com  
407-952-7998



City of Ocala

Bill to  
City of Ocala  
201 SE 3rd Street  
Ocala, FL 34471

Ship to  
City of Ocala  
McBride Rehab - Change order  
1640 SW 5th St  
Ocala, FL 34471 United States

Estimate details

Estimate no.: 522-1194  
Estimate date: 06/25/2024

#	Product or service	Description	Qty	Rate	Amount
1.	Change Order	Termites Fumigation for Drywood Termites	1	\$1,856.00	\$1,856.00
2.	Change Order	Subterranean Termite Treatment	1	\$962.00	\$962.00
3.	Change Order	Contractor O&P	1	\$563.60	\$563.60
Subtotal					\$3,381.60
Sales tax					\$197.26
Total					\$3,578.86