



FIRST AMENDMENT TO AGREEMENT FOR SHIP/HOME/CDBG CONSTRUCTION OF A SINGLE-FAMILY HOME

THIS FIRST AMENDMENT TO AGREEMENT FOR SHIP/HOME/CDBG CONSTRUCTION OF A SINGLE-FAMILY HOME, ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), **CAROLINE D WOODBURY** and **DAVID WOODBURY** ("Owner"), and **BENTLEY PINDER CONSTRUCTION LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 26-0185384) ("Contractor").

WHEREAS, on March 24, 2026, City, Owner, and Contractor entered into an Agreement for SHIP/HOME/CDBG construction of a single-family home on a residential property located at 826 NW 6th Avenue, Ocala, Florida 34475 (the "Original Agreement"), City of Ocala Contract No.: CDS/250783A; 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 May 9, 2026, 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-ONE THOUSAND, FIFTY AND NO/100 DOLLARS (\$141,050)**. 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 **\$138,320** 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: Bentley Pinder Construction, LLC
 Attention: Bentley Pinder
 5364 NW 55th Place
 Ocala, Florida 34482
 E-Mail: bentlee@bpconstrllc.com
 PH: 352-266-1967

If to City as Agent for Owner: 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 First Amendment on the dates set forth below.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574628E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Christopher Watt
8C80B9F07388433...
Christopher Watt
Chief of Staff

Date: 5/27/2026

Reviewed and Approved by Community Development Services Department:

Signed by:
James Haynes
EB223ED8C2B740F...
James Haynes, Director
Community Development Services

BENTLEY PINDER CONSTRUCTION, LLC

DocuSigned by:
Bentley Pinder
CF7C250D688C499...
(Authorized Signatory)

By: Bentley Pinder
(Printed Name of Signatory)

Title: owner
(Title of Authorized Signatory)

Date: 5/25/2026

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55ABBA8ED04E3...
William E. Sexton, Esq.
City Attorney



Witnesses for Property/Homeowner

Signature:

[Handwritten Signature]
(Signature of First Witness)

Patricia Valenti
(Printed Name of First Witness)

[Handwritten Signature]
(Signature of Second Witness)

Erica Cole
(Printed Name of Second Witness)

PROPERTY/HOMEOWNER

[Handwritten Signature]
(Signature of Property/Homeowner)

David Woodbury, Carolyn Woodbury
(Printed Name of Homeowner)

Date: June 3, 2026

Exhibit A - Work Change Directive CONTRACT # CDS/250783

Work Change Directive

PO#: CDS/250783A

DATE: 05/09/2026

PROJECT NAME: WOODBURY

PROJECT ADDRESS: 826 NW 6th Ave Ocala Fl.

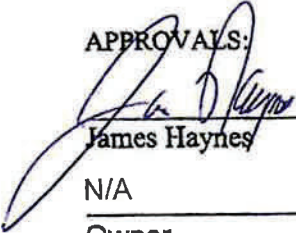
CONTRACTOR SIGNATURE: Bennett P. R.

The following change(s) have been requested:

Residential EMS Processing Fee	- \$25.00
Transportation Processing Fee	- \$25.00
SDC water fee	- \$556.00
SDC sewer fee	- \$2125.00
TOTAL	- \$2730.00

Contractor's Estimate Attached

APPROVALS:


James Haynes

DATE:

5/11/2026

N/A

Owner


Christopher Lewis

5/11/2026

Estimated increase/decrease in Contract Price

Current Contract Price: \$ 138,320

Request No.: () \$ 2730

New Proposed Price: \$ 141,050

Estimated increase/decrease in Contract Times

Completion: 0 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@OCALAFI.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

