

**FIRST AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT FOR TRANSPORTATION
REHABILITATION IMPROVEMENT PROGRAM ("TRIP") PROJECTS**

THIS FIRST AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT FOR TRANSPORTATION REHABILITATION IMPROVEMENT PROGRAM ("TRIP") PROJECTS ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **C.W. ROBERTS CONTRACTING, INC.**, a for-profit corporation duly organized in and authorized to do business in the state of Florida (EIN# 59-1683951) ("Contractor").

WHEREAS, on May 8, 2023, City and Contractor entered into a Construction Services Agreement for Transportation Rehabilitation Improvement Program ("TRIP") Projects (the "Original Agreement"), City of Ocala Contract Number: CIP/230266 for a term from May 3, 2023 to May 2, 2025; and

WHEREAS, City and Contractor now desire to amend the total amount of compensation described in the Original Agreement.

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 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 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 First Amendment.
3. **COMPENSATION.** City shall pay Contractor a maximum limiting amount not to exceed **TEN MILLION AND NO/100 DOLLARS (\$10,000,000)** (the "Contract Sum") over the entire contract term as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents.
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 e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

C.W. Roberts Contracting, Inc.
Attn: Paul Carlson
4208 CR 124-A
Wildwood, Florida 34785
Phone: 352-330-2540
E-mail: pcarlson@cwrcontracting.com

If to City of Ocala:

Daphne M. Robinson, Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8343
E-mail: notices@ocalafl.org

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
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 First Amendment on

_____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Barry Mansfield
City Council President

Approved as to form and legality:

C.W. ROBERTS CONTRACTING, INC.

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)