

SECOND AMENDMENT TO AGREEMENT FOR FENCING INSTALLATION SERVICES – CITYWIDE

THIS SECOND AMENDMENT TO AGREEMENT FOR FENCING INSTALLATION SERVICES – CITYWIDE (“Agreement”) is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (“City”) and **CHARLES WHITE FENCE, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 20-8367837) (“Contractor”).

WHEREAS, on January 11, 2023, City and Contractor entered into an Agreement for Fencing Installation Services (the “Original Agreement”) for a two (2) year term starting from January 4, 2023, through January 3, 2025; and

WHEREAS, on February 20, 2025, City and Contractor Entered into a First Amendment for Fencing Installation Services (the “First Amendment”) extending the Original Agreement for the first of two available one (1) year terms available under the Original Agreement, from January 4, 2025 to January 3, 2026; and

WHEREAS, City and Contractor now desire to add an additional \$45,857 to the Contract Sum of the Original Agreement, as amended, increasing the expenditure over the Contract Term to \$242,308.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
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 Second Amendment.
3. **COMPENSATION.** Contractor shall be paid a price not to exceed the maximum limiting amount of **TWO HUNDRED FORTY-TWO THOUSAND, THREE HUNDRED EIGHT AND NO/100 (\$242,308)** (the “Contract Sum”) over the Contract Term as full and complete compensation for the timely and satisfactory performance of services.
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 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:

Charles White Fence, Inc.
Attention: Charles White
6828 NE Jacksonville Road
Ocala, Florida 34479
Phone: 352-369-9592
E-mail: cwhitefence@hotmail.com

If to City of Ocala:

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

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.gov

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 Second Amendment on

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

CHARLES WHITE FENCE, INC.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)