



SECOND AMENDMENT TO AGREEMENT FOR STORMWATER FENCING INSTALLATION AND REPAIRS

THIS SECOND AMENDMENT TO AGREEMENT FOR STORMWATER FENCING INSTALLATION AND REPAIRS ("Second Amendment") 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 5, 2022, City and Charles White Fence, Inc., entered into an Agreement for Stormwater Fencing Installation and Repairs (the "Original Agreement"), City of Ocala Contract No.: PWD/210562, for a term of three years from December 22, 2021 through December 21, 2024; and

WHEREAS, on October 17, 2024, City and Contractor entered into a First Amendment to Agreement for Stormwater Fencing Installation and Repairs (the "First Amendment") to extend the Original Agreement for the first of two (2) one-year renewal periods; and

WHEREAS, City and Contractor now desire to renew the Original Agreement for the second and final one-year renewal available under the Original Agreement, and to revise the line items described in **Exhibit B – Price Proposal**.

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 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. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year term beginning on **DECEMBER 22, 2025** and terminating **DECEMBER 21, 2026**.
4. **COMPENSATION.** Contractor shall be paid a price not to exceed the maximum limiting amount of **FIFTY THOUSAND, AND NO/100 DOLLARS (\$50,000)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of fence installation and repair services on an as-needed basis.
5. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as **Exhibit B - Price Proposal** is hereby deleted in its entirety and replaced with **Exhibit B – Amended Price Proposal**.
6. **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:



CONTRACT# PWD/210562

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

7. **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.
8. **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.
9. **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.]



CONTRACT# PWD/210562

IN WITNESS WHEREOF, the parties have executed this Second Amendment on
12/18/2025.

ATTEST:

CITY OF OCALA

Signed by:

Angel B. Jacobs

8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

DocuSigned by:

Ken Whitehead

5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

CHARLES WHITE FENCE, INC.

Signed by:

William E. Sexton, Esq.

4A55AB8A8ED04F3...

By: William E. Sexton, Esq.

(Printed Name)

Title: City Attorney

DocuSigned by:

Charles White

936AD13F7B3C41A...

By: Charles White

(Printed Name)

Title: President

(Title of Authorized Signatory)

Exhibit B - AMENDED PRICE PROPOSAL**CONTRACT# PWD/210690**


	Contractor name		Location	
	Charles White Fence		Ocala, Florida	
ITEM	DESCRIPTION	UOM	UNIT COST	
Galvanized Fencing				
1	6' Galvanized fence fabric	FT	\$	5.70
2	Top Rail (Galvanized)	EA	\$	82.00
3	Line Post (Galvanized	EA	\$	37.00
4	End Post (Galvanized)	EA	\$	100.00
5	Corner Post (Galvanized)	EA	\$	100.00
6	Tension Wire (Galvanized)	LF	\$	0.25
7	Wire Ties (Galvanized)	EA	\$	0.20
8	6' x 14' wide single swing gate (Galvanized)	EA	\$	1,125.00
9	6' x 12' wide single swing gate (Galvanized)	EA	\$	900.00
10	6' x 10' wide single swing gate (Galvanized)	EA	\$	775.00
11	6' x 8' wide single swing gate (Galvanized)	EA	\$	500.00
12	6' x 6' wide single swing gate (Galvanized)	EA	\$	425.00
13	6' x 4' wide single swing gate (Galvanized)	EA	\$	400.00
14	Gate Hinge Kit (Galvanized)	EA	\$	50.00
15	6" Gate Post (Galvanized)	EA	\$	325.00
16	4" Gate Post (Galvanized)	EA	\$	155.00
17	3" Gate Post (Galvanized)	EA	\$	100.00
18	Post Cap (Galvanized)	EA	\$	6.76
19	Rail End (Galvanized)	EA	\$	2.00
20	Brace (Galvanized)	EA	\$	1.78
21	Tension Band (Galvanized)	EA	\$	1.65
22	Chain link drop rod kit (Galvanized)	EA	\$	30.00
PVC Coated Fencing				
23	6' PVC coated fence fabric	FT	\$	7.65
24	Line Post ((PVC coated)	EA	\$	50.00
25	End Post (PVC coated)	EA	\$	126.45
26	Corner Post (PVC coated)	EA	\$	126.45
27	Top Rail (PVC coated)	EA	\$	98.49
29	Tension wire (PVC coated)	LF	\$	0.25
30	End Pull Corner Post (PVC coated)	EA	\$	126.45
31	Wire Ties (PVC coated)	EA	\$	0.20
32	6' x 12' wide single swing gate (PVC coated)	EA	\$	1,058.00
33	6' x 10' wide single swing gate (PVC coated)	EA	\$	911.00
34	6' x 8' wide single swing gate (PVC coated)	EA	\$	588.00
35	6' x 6' wide single swing gate (PVC coated)	EA	\$	500.00
36	6' x 4' wide single swing gate (PVC coated)	EA	\$	470.00
37	Gate Hinge Kit (PVC coated)	EA	\$	70.00
38	6" Gate Post (PVC coated)	EA	\$	544.70
39	4" Gate Post (PVC coated)	EA	\$	170.00
40	3" Gate Post (PVC coated)	EA	\$	126.45
41	Post Cap (PVC coated)	EA	\$	6.20
42	Rail End (PVC coated)	EA	\$	4.70
43	Brace (PVC coated)	EA	\$	2.60
44	Tension Band (PVC coated)	EA	\$	2.30
45	Drop rod kit (Powder coated)	EA	\$	60.00
Decorative Aluminum Fencing				
46	6' x 8' decorative aluminum fence panel	EA	\$	305.00

Exhibit B - AMENDED PRICE PROPOSAL**CONTRACT# PWD/210690**



	Contractor name		Location	
	Charles White Fence		Ocala, Florida	
ITEM	DESCRIPTION	UOM	UNIT COST	
47	Decorative aluminum fence panel post	EA	\$	55.00
48	6' x 4' decorative aluminum walkthrough gate	EA	\$	620.00
49	6' x 8' decorative aluminum swing gate	EA	\$	1,100.00
50	6' x 10' decorative aluminum gate	EA	\$	1,180.00
51	6' x 12' decorative aluminum gate	EA	\$	1,295.00
52	4" decorative aluminum post	EA	\$	80.00
53	6" decorative aluminum post	EA	\$	250.00
86	2.5" sq x 130" 0.75 line post	EA	\$	75.00
87	2.5" sq x 130" 0.75 gate post		\$	75.00
88	4" sq x 130' .125 gate post	EA	\$	99.00
89	LLAA Lokk Latch	EA	\$	40.00
90	Q Bolt - 24" Drop Rod	EA	\$	45.00
91	8' x 10' double drive gate with hinges	EA	\$	1,750.00
92	8' x 6' decorative aluminum fence panel	EA	\$	315.00
FDOT 870/880 2 and 3-Rail				
54	New 3-Rail Aluminum - FDOT Index No. 870 Bicycle installed in dirt	LF	\$	10.00
55	New 2-Rail Steel - FDOT Index No. 880 Pedestrian installed in dirt	LF	\$	5.00
56	New 2-Rail Aluminum - FDOT Index No. 870 Bicycle installed in dirt	LF	\$	5.00
57	Replace 3-Rail Aluminum - FDOT Index No. 870 Bicycle installed in dirt	LF	\$	10.00
58	Replace 2-Rail Steel - FDOT Index No. 880 Pedestrian installed in dirt	LF	\$	5.00
59	Replace 2-Rail Aluminum - FDOT Index No. 870 Bicycle installed in dirt	LF	\$	5.00
60	New 3-Rail Aluminum - FDOT Index No. 870 Bicycle installed in concrete/asphalt	LF	\$	10.00
61	New 2-Rail Steel - FDOT Index No. 880 Pedestrian installed in concrete/asphalt	LF	\$	5.00
62	New 2-Rail Aluminum - FDOT Index No. 870 Bicycle installed in concrete/asphalt	LF	\$	5.00
63	Replace 3-Rail Aluminum - FDOT Index No. 870 Bicycle installed in concrete/asphalt	LF	\$	10.00
64	Replace 2-Rail Steel - FDOT Index No. 880 Pedestrian installed in concrete/asphalt	LF	\$	5.00
65	Replace 2-Rail Aluminum - FDOT Index No. 870 Bicycle installed in concrete/asphalt	LF	\$	5.00
66	3-Rail Aluminum installation hardware kit	EA	\$	10.00
67	2- Rail Steel installation hardware kit	EA	\$	5.00
68	2-Rail Aluminum installation hardware kit	EA	\$	5.00
69	Removal of and disposal of unsalvageable damaged rail	LF	\$	5.00
Wood Stockade Fencing				
70	6' x 8' wood stockade fence panel (pressure treated pine)	EA	\$	115.00
71	6' x 8' Wood stockade swing gate (pressure treated pine)	EA	\$	300.00
72	Gate post (pressure treated pine) 4" x 4" x 10'	EA	\$	18.16
Miscellaneous				
73	Commercial drop rod kit	EA	\$	30.00
93	Quik Rock Bucket	EA	\$	75.00
94	Core drills through concrete	EA	\$	75.00
74	3000 psi Concrete	50 lbs	\$	4.00
75	3' Bulldog hinge	EA	\$	20.00
76	4" Bulldog hinge	EA	\$	25.00
77	8" Bulldog hinge	EA	\$	39.00
78	2" Pressed steel loop cap	EA	\$	3.00
79	Windscreen	LF	\$	3.00
80	Additional clearing with mower (2-man crew with tools)	HR	\$	130.00
81	Additonal clearing with bush hog up to 4" tree (2-man crew with tools)	HR	\$	130.00

Exhibit B - AMENDED PRICE PROPOSAL

CONTRACT# PWD/210690

	Contractor name	Location	
	Charles White Fence	Ocala, Florida	
ITEM	DESCRIPTION	UOM	UNIT COST
82	Installation, Removal, Repair rate charge 2-person crew with tools- straight time (normal working hours: Monday - Friday, 7 AM - 5 PM)	HR	\$ 130.00
83	Installation, Removal, Repair rate charge 2-person crew with tools - after hours (outside of normal working hours)	HR	\$ 130.00
84	Removal of old fence up to and including 6' high, including labor	LF	\$ 2.00
85	Installation and removal of temporary fencing, including materials and labor	LF	\$ 8.00

Certificate Of Completion

Envelope Id: EEDC116F-E1DB-4C39-A14A-E52D897E900D

Status: Completed

Subject: FOR SIGNATURE - Amendment 2 - Renewal - Stormwater Fencing (PWD/210562)

Source Envelope:

Document Pages: 6

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Patricia Lewis

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

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Location: Docusign

Signer Events

Charles White

cwhitefence@hotmail.com

President

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

Charles White
936AD13F7B3C41A...

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Sent: 11/20/2025 3:30:13 PM

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Signed: 12/9/2025 6:20:56 AM

Signature Adoption: Pre-selected Style

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Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 12/9/2025 6:20:46 AM

ID: 0eb90d91-6b20-407a-af1a-e93383fe5b22

William E. Sexton, Esq.

wsexton@ocalafl.gov

City Attorney

Security Level: Email, Account Authentication (None)

Signed by:

William E. Sexton, Esq.
4A55AB8A8ED04F3...

Sent: 12/9/2025 6:20:57 AM

Viewed: 12/9/2025 9:30:15 AM

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 9:02:35 AM

ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

Ken Whitehead

kwhitehead@ocalafl.org

Assistant City Manager

City of Ocala

Security Level: Email, Account Authentication (None)

DocuSigned by:

Ken Whitehead
5677F71E38874F4...

Sent: 12/9/2025 9:31:20 AM

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Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Angel B. Jacobs

ajacobs@ocalafl.org

City Clerk

Security Level: Email, Account Authentication (None)

Signed by:

Angel B. Jacobs
8DB3574C28E54A5...

Sent: 12/18/2025 3:45:47 PM

Viewed: 12/18/2025 5:03:40 PM

Signed: 12/18/2025 5:03:51 PM

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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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
Envelope Sent	Hashed/Encrypted	11/20/2025 3:30:14 PM
Certified Delivered	Security Checked	12/18/2025 5:03:40 PM
Signing Complete	Security Checked	12/18/2025 5:03:51 PM
Completed	Security Checked	12/18/2025 5:03:51 PM
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Electronic Record and Signature Disclosure		

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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.

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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

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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.

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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.

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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;
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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.

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