

FIFTH AMENDMENT TO AGREEMENT FOR ELECTRICAL REPAIR AND INSTALLATION SERVICES

THIS FIFTH AMENDMENT TO AGREEMENT FOR ELECTRICAL REPAIR AND INSTALLATION SERVICES ("Fifth Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **CHUCK'S STOKES ELECTRIC OF CENTRAL FLA., INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 45-4771979) ("Contractor").

WHEREAS, on December 20, 2022, City and Contractor entered into an Agreement for Electrical Repair and Installation Services (the "Original Agreement"), City of Ocala Contract Number: FAC/220859 for a total aggregate expenditure of \$50,000 over a term of two (2) years, from December 7, 2022, to December 6, 2024; and

WHEREAS, On October 17, 2023, City Council approved an additional \$100,000 in expenditure on the Agreement; and

WHEREAS, On July 18, 2024, City and Contractor entered into a First Amendment to Agreement (the "First Amendment") to increase the maximum expenditure for the remainder of the initial contract term; and

WHEREAS, On August 28, 2024, City and Contractor entered into a Second Amendment to Agreement (the "Second Amendment") to modify the Original Agreement by incorporating federal contract provisions and increase the maximum expenditure for the remainder of the contract term; and

WHEREAS, On October 30, 2024, City and Contractor entered into a Third Amendment to Agreement (the "Third Amendment") to renew the term of the Original Agreement, as amended, for the first of two (2) available one (1) year renewal periods available under the Original Agreement from December 7, 2024 to December 6, 2025; and

WHEREAS, on July 22, 2025, City and Contractor entered into a Fourth Amendment to Agreement (the "Fourth Amendment") to amend the Original Agreement, as amended, to increase the total contract amount to allow for additional expenditure; and

WHEREAS, City and Contractor now desire to renew the Original Agreement, as amended, for the second and final one (1) year renewal period available under the terms of 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 Fifth Amendment.
3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional one (1) year term beginning **DECEMBER 7, 2025** and terminating **DECEMBER 6, 2026**.

4. **COMPENSATION.** City shall pay Contractor an amount not to exceed **ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000)** (the "Contract Sum") over the one (1) year Renewal Term as full and complete compensation for the timely and satisfactory performance of services in accordance with the Contract Documents.
5. **NOTICES.** All notices, certifications or communications required by this Fifth 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:
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|----------------------|---|
| If to Contractor: | Chuck's Stokes Electric of Central Fla., Inc.
Attention: Zack Cecil
P.O. Box 930
Ocala, Florida 34471
Phone: 352-351-4605
E-mail: zack@stokesfl.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, 3 rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov |
6. **COUNTERPARTS.** This Fifth Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **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 Fifth Amendment. Further, a duplicate or copy of the Fifth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Fifth Amendment for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this Fifth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Fifth 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 Fifth Amendment.



IN WITNESS WHEREOF, the parties have executed this Fifth Amendment on_____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

**CHUCK'S STOKES ELECTRIC OF
CENTRAL FLA., INC.**

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)