

**FIRST AMENDMENT  
TO AGREEMENT**

**THIS FIRST AMENDMENT** (the “First Amendment”) to the painting services Agreement is made and entered into **this 4th day of June, 2003** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Vic’s Painting, Inc..** (the Contractor”).

**W I T N E S S E T H**

**WHEREAS**, the City and the Contractor entered into that certain Agreement to furnish painting services dated November 6, 2002 (the “Original Agreement”) with the City’s Engineering Department for services associated with the painting of traffic signal poles and sign structures (‘Project’); and

**WHEREAS**, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor will provide additional services pursuant to the terms and conditions contained herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.
2. The scope of services shall be amended in accordance with Exhibit “A” attached hereto and incorporated herein for the provision of additional services by the Contractor in the amount of **\$33,500 for the cleaning, priming, and painting of traffic structure #6 (US 41 & River Point) and traffic structure #7 (US 41 & Goodlette Road) for the ‘Project’.**
3. **The completion date for this new phase will be not-later-than June 30, 2003.**
4. The terms of this First Amendment shall control and take precedence over any and all terms, provisions and conditions of Original Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
5. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

**IN WITNESS WHEREOF**, the City and the Contractor have caused this First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

**CITY:**

**ATTEST:**

**CITY OF NAPLES, FLORIDA**

By: \_\_\_\_\_  
Tara Norman, City Clerk

By: \_\_\_\_\_  
Kevin J. Rambosk, City Manager

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Robert D. Pritt, City Attorney

**VIC'S PAINTING, INC.**

\_\_\_\_\_  
witness

By: \_\_\_\_\_

Name: Kevin J. Hilt \_\_\_\_\_



# VIC'S PAINTING, INC.

"Committed To Excellence"



## CONTRACT

City of Naples	Date: May 14, 2003
Attn: George Archibald	Project: <b>Painting of Traffic signal poles and Sign structures</b>
	Telephone: 239-213-5003
	Fax: 239-213-5010

We are pleased to submit our contract for the following:

**PRICE:**

<b>Base Bid: (1) Structure #6 (41 and River Point)</b>	
Maintenance of Traffic .....	\$ 4,300.00
Cleaning, Priming and Painting .....	\$12,325.00
<b>(2) Structure #7 (41 and Goodlette)</b>	
Maintenance of Traffic .....	\$ 3,900.00
Cleaning, Priming and Painting .....	\$12,975.00
Total.....	\$33,500.00

Payment to be as follows: **To be negotiated**

All material is to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the enclosed specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. We shall not be liable for delays resulting from strikes or other labor troubles, direct or indirect acts of government, fires, floods, accidents or any other cause beyond our control. Owner will carry fire, tornado and other necessary insurance. We carry General Liability and our employees are fully covered by Workman's Compensation.

VIC'S PAINTING, INC.

By: Kevin Hilt  
Kevin Hilt, Area Representative

The enclosed prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Acceptance Date: _____	Signature: _____
	Print Name: _____
	Title: _____