

**SECOND AMENDMENT  
TO LANDSCAPE MAINTENANCE AGREEMENT**

**THIS SECOND AMENDMENT** (the “Second Amendment”) to the Landscape Maintenance Agreement is made and entered into this **18th day of August, 2003** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), **and Macias’ Lawn Service, Inc.** (the “Contractor”).

**WITNESSETH**

**WHEREAS**, the City and the Contractor entered into that certain Agreement to furnish **landscape maintenance services dated December 5, 2001** (the “Original Agreement”) for the City’s Community Services Department for services associated with providing landscape maintenance at several City locations (‘Project’); and

**WHEREAS**, the parties desire to amend the Original Agreement by this Second 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 landscape maintenance services by the Contractor in an additional amount of **\$18,420.00, for an annual total of \$166,126.00.**
3. The terms of this Second 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 Second Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Second 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 Second 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: \_\_\_\_\_  
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

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

**MACIAS' LAWN SERVICE, INC.**

\_\_\_\_\_  
witness

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Amendment to agreement

LOCATION AND DESCRIPTION OF WORK	ANNUAL COST
<b>MEDIANS AND CUL-DE-SACS:</b> (RES: 01-9427 & 02-9730) : MOWING; EDGING; WEED CONTROL; HEDGE TRIMMING; DEBRIS PICK-UP	\$ 147,706.00
<b>WILKINSON HOUSE</b> MOWING; EDGING; WEED CONTROL; HEDGE TRIMMING; DEBRIS PICK-UP	\$ 3,600.00
<b>3RD AVENUE NORTH</b> (LIFT STATION) MOWING; EDGING; WEED CONTROL; HEDGE TRIMMING; DEBRIS PICK-UP	\$ 4,160.00
<b>CENTRAL AVENUE</b> (GOODLETTE - RIVERSIDE BERM AREA) MOWING; EDGING; DEBRIS PICK-UP	\$ 5,200.00
<b>PARKING LOT</b> (SOUTH OF FIRE STATION 1) MOWING; EDGING; DEBRIS PICK-UP	\$ 1,820.00
<b>22ND AVENUE NORTH</b> (RETENTION AREA) MOWING; EDGING; DEBRIS PICK-UP	\$ 1,820.00
<b>ANTHONY PARK</b> (PERIMETER) MOWING; WEED CONTROL; DEBRIS PICK-UP	\$ 1,820.00
<b>TOTAL ANNUAL COST FOR FY 2003-2004 \$ 166,126.00</b>	