

**FIRST AMENDMENT  
TO AGREEMENT**

**THIS FIRST AMENDMENT** (the “First Amendment”) to the Contract for Professional Services is made and entered into **this 5th of November, 2008** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Florida Service Painting, Inc. dba Service Painting of Florida** (the “Consultant”).

**WITNESSETH**

**WHEREAS**, the City and the Consultant entered into that certain Continuing **Contract for Professional Services, dated May 7, 2008 (Resolution 08-12035)** (the “Original Agreement”) for **Wastewater Treatment Plant Preliminary Channel (s) / Grit Chamber Lining / Coating** (‘Project’); and

**WHEREAS**, the parties desire to amend the Original Agreement by this First Amendment to **complete the remaining chambers at the Wastewater Treatment Facility Preliminary Treatment / Grit Chamber Building.**

**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. “Article Four, Compensation” shall be amended in accordance with Exhibit “A” attached hereto and incorporated herein for the provision of additional fees by the Contractor **in the amount not-to-exceed \$163,855.58 to complete the remaining chambers at the Wastewater Treatment Facility Preliminary Treatment / Grit Chamber Building.**
3. 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.
4. 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 Consultant 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: \_\_\_\_\_  
A. William Moss, City Manager

Approved as to form and legal sufficiency:

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

**Florida Service Painting, Inc.  
dba Service Painting of Florida**

\_\_\_\_\_  
Witness

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

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

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

**Council Meeting Date: November 5, 2008**  
**1st Amendment to Contract with Florida Service**  
**Painting, Inc. dba Service Painting of Florida**

**City Bid 038-08: May 7, 2008 Selection**

08M03 Grit Chamber Repairs: Available Balance	\$120,646.00
1. INFLUENT CHANNEL #1	\$37,517.15
2. INFLUENT CHANNEL #2	\$31,086.55
4. INFLUENT DISTRIBUTION CHAMBER	\$8,761.50
5. INFLUENT CHANNEL DISCHARGE CHAMBER	\$8,515.10
6. PRE-GRIT DISTRIBUTION CHAMBER	\$12,957.45
<b>TOTAL BID</b>	<b>\$98,837.75</b>

**City Bid 038-08: May 7, 2008 Selection "ACTUAL COMPLETED WORK"****PO#051189 Resolution# 08-12035 May 7, 2008**

08M03 Grit Chamber Repairs: Available Balance	\$120,646.00
1. INFLUENT CHANNEL #1	\$37,517.15
3. INFLUENT BYPASS CHANNEL	\$31,086.55
4. INFLUENT DISTRIBUTION CHAMBER	\$8,761.50
5. INFLUENT CHANNEL DISCHARGE CHAMBER	\$8,515.10
6. PRE-GRIT DISTRIBUTION CHAMBER	\$12,957.45
<b>TOTAL BID</b>	<b>\$98,837.75</b>

**City Bid 038-08: November 5, 2008 Selection**

08M03 Grit Chamber Repairs: Available Balance	<b>\$220,000.00</b>
2. INFLUENT CHANNEL #2	\$31,086.55
7. GRIT CHAMBER	\$91,699.03
8. GRIT DISCHARGE CHAMBER	\$14,355.00
<b>SUB-TOTAL BID</b>	<b>\$137,140.58</b>
ADDENDUM #1: Additional Treatment and Concrete Restoration @ \$534.30/CUFT	50 CUFT <b>\$26,715.00</b>
<b>TOTAL BID</b>	<b>\$163,855.58</b>