#### SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT (the "Second 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 Second Amendment for lining/repair services to Wastewater Pump Station #21 and Pump Station #25.

**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 \$49,375.00 to line/repair the Wet Wells at Wastewater Pump Stations #21 & #25.
- 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 Consultant 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:By:Tara Norman, City ClerkA. 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

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

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

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

Witness



SERVICE				
PAINTING				
FLORIDA	October 16, 2008			
FLORIDA				
FLORIDA	City of Naples ATTN: Kevin			
FLORIDA	RE: Lift Sta	RE: Lift Stations #21 and #25 Rehabilitation Quotation		
FLORIDA	Rehabil			
FLORIDA	Dear Sirs:			
FLORIDA	Service Pai follows:	Service Painting is pleased to quote you on the above referenced project. Our scope and pricing is as follows:		
FLORIDA	Scope	Hydroblast all walls, benches	a, and cellings	
FLORIDA	,-	Surface Patching Install 100 mils DFT of Epoxy		
FLORIDA		5 Year Warranty		
FLORIDA		Exclusions:		
FLORIDA		1 Painting other than Concrete Lift Stations 2 Potable Water		
FLORIDA		3 Power (110 Volt AC) 4 Water Infiltration Repair (None	evident, Bid as Unit Price)	
FLORIDA				
FLORIDA		Pricing Base Bid	\$49,375	
FLORIDA	Notes:	This is the same system used on the Grit Cl	s the same system used on the Grit Chamber Project.	
FLORIDA		Price is \$19.75 per SF. Total SF = 2,500 sf Service Painting is the Certified Applicator of Epoxytec for Collier County.		
FLORIDA		Letter from Epoxytec to follow.		
FLORIDA	Should you have any questions or require additional information, please contact me.			
	Jeffery R V	Vestick		

Jeffery R. Westrick Vice-President NACE Coating Inspector # 4798

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