

**THIRD AMENDMENT  
TO AGREEMENT**

**THIS THIRD AMENDMENT** (the “Third Amendment”) to the Contract for Professional Services is made and entered into **this \_\_\_\_\_ day of \_\_\_\_\_, 2009** 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 Third Amendment **for lining/repair services to Wastewater Pump Station #56.**

**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 \$30,480.00 to line/repair the Wet Wells at Wastewater Pump Station #56.**
3. The terms of this Third 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 Third Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Third 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 Third 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: \_\_\_\_\_



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April 30, 2009

City of Naples  
ATTN: Kevin Swisher

**RE: Lift Stations #56 Per resolution # 08-12244/ Bid# 038-08**  
Rehabilitation Quotation

Kevin:

Service Painting is pleased to quote you on the above referenced project. Our scope and pricing is as follows:

**Scope:**

Hydroblast all walls, benches, and ceilings  
Surface Patching  
Install 100 mils DFT of Epoxytec CPP  
5 Year Warranty

**Exclusions:**

- 1 Painting other than Concrete Lift Stations
- 2 Potable Water
- 3 Power (110 Volt AC)
- 4 Water Infiltration Repair (Bid as Unit Price)

**Pricing:**

Coatings cost per sq ft **\$19.75** X 1,300 sq ft      \$ 25,672.00  
Leak repair 9Cft X **\$534.30** ea.                              \$ 4,808.70

Notes:      Service Painting is the Certified Applicator of Epoxytec for Collier County.  
Letter from Epoxytec to follow.

Should you have any questions or require additional information, please contact me.

Sincerely,  
**FLORIDA SERVICE PAINTING**

Brad R. Ervans  
Industrial Project Manager  
SERVICE PAINTING OF FLORIDA  
239-939-7622 Ofc.  
239-822-6736 Cell  
[www.servicepainting.net](http://www.servicepainting.net)

Fort Myers • 12140 Metro Parkway, Ste K • Fort Myers, FL 33966 • 239.939.7622 • FAX 239.939.1543

Sarasota • 1885 Porter Lakes Drive, Unit C • Sarasota, FL 34240 • 941.371.8182 • FAX 941-371-0563