

**FIRST AMENDMENT TO AGREEMENT
(SERVICES)**

THIS FIRST AMENDMENT (the "First Amendment") to the Contract for Services is made and entered into this 27th day of August, 2014 by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **CSJ OF SWFL, INCORPORATED** a Florida Profit Corporation (the Contractor").

WITNESSETH

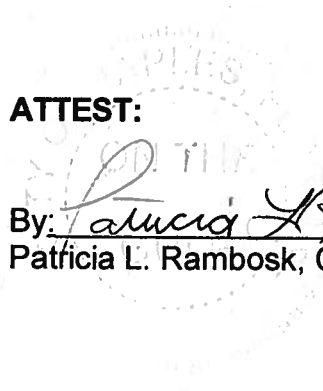
WHEREAS, the City and the Contractor entered into that certain Agreement to furnish Services, dated **May 7, 2014** (the "Original Agreement") (Reference Original Bid No. **ITB 14-026** and Original Clerk Tracking No. **14-00052** for services associated with Accelerator # 4 Rehabilitation: **First Amendment: Time and Additional Services**. ('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. "Article Three, Time" shall be amended to **September 30, 2014** for the provision of additional time the Consultant will have for the completion and (30) thirty days for close out of the Project, **Accelerator # 4 Rehabilitation**:
3. "Article Four, Compensation" shall be amended for the provision of additional fees by the Contractor in the amount of \$9,500.00 for protective coating on Project Accelerator # 4 Rehabilitation and as described in **Exhibit A** which is attached and made a part of this First Amendment.
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.



ATTEST:

By: Patricia L. Rambosk
Patricia L. Rambosk, City Clerk

CITY:

CITY OF NAPLES, FLORIDA

By: A. William Moss
A. William Moss, City Manager

Approved as to form and legal sufficiency:

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

CSJ of SWFL, Incorporated
15790 Chief Court, Suite 1A
Fort Myers, Florida 33912
Att: **Glenn Jones, Manager**
FEI/EIN Number: 05-0559926 (FL)

Dawn Peterson
Witness (Signature)

By: Glenn Jones
(Signature)

Printed Name: Dawn Peterson

Printed Name: Glenn Jones

Title: Manager

Amendment to Services Agreement



CSJ of Southwest Florida Inc.
15790 Chief Court, Suite 1A, Fort Myers, Florida 33912
Phone (239) 437-9555 Facsimile (239) 437-9556
csj@csjofswfl.com

BID PROPOSAL

July 24, 2014

Justin Fredericksen, P.E.
Bob Reeder
City of Naples
380 Riverside Circle
Naples, FL 34102
Office: (239) 213-4762

Sent via email (jfrederiksen@naplesgov.com, rreeder@naplesgov.com)

RE: 14-026 Accelerator #4 Rehabilitation - Actuator

Dear Mr. Fredericksen,

CSJ of Southwest Florida, Inc. has received and acknowledges all specifications supplied and will comply with all specifications. All Work will be in accordance with "ACI" American Concrete Institute and the "ICRI" International Concrete Repair Institute.

We are pleased to submit this proposal for the following;

Scope – Painting of Actuator:

1. The complete painting of the inside of the actuator including paddles (approximately 2376 sf) using the Tnemec material initially specified.

All materials are guaranteed to be as specified in above work to be performed, in accordance with the drawings and specifications for the above work, the completion will be done in a substantial workman like manner for the Sum of **\$9,500.00** dollars to be paid as follows: **Per Contract Agreement**



CSJ of Southwest Florida Inc.

15790 Chief Court, Suite 1A, Fort Myers, Florida 33912
Phone (239) 437-9555 Facsimile (239) 437-9556
csj@csjofswfl.com

Any alterations or deviations from the above specifications involve extra cost, and will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance upon above project. Workers' compensation and public liability insurance for the above project is to be provided by *CSJ of Southwest Florida, Inc.*

Thank you for the opportunity to submit our bid proposal. *CSJ of Southwest Florida, Inc.* looks forward to performing the work for you with our quality assurance of a job well done. If we can be of any assistance, please do not hesitate to call.

Respectively Submitted by *CSJ of Southwest Florida, Inc.*
Glenn Jones

Acceptance of Bid Proposal

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

Accepted By: _____ Date: _____
Signature

Accepted By: _____
Print



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csj@csjofswfl.com

PROPOSAL DISCLAIMER

Any deviation or alteration of the attached description of work will become an extra charge. Purchaser further agrees to pay reasonable attorney fees, all collection costs and all court costs upon the collection of any agreement(s) contained herein. The parties do hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other pertaining to any matters whatsoever arising out of or in any way connected with this estimate. The balance to said contractor is due by the purchaser on the date of completion by CSJ of SWFL, Inc., unless other terms apply on the Sum Page. No warranties are in effect until all monies are paid to contractor. The balance due herein shall carry interest at the rate eighteen (18%) percent per annum compounded monthly. Quote pricing is good for 30 days unless otherwise stated.

You agree to pay to CSJ of SWFL, Inc. the amount specified in estimate, which will cover the price of said materials and the installation charges. It is agreed that these items are purchased to our specifications, and this agreement is not subject to cancellation. Verbal understandings and agreement with representatives shall not be binding unless set forth herein. No verbal agreement outside of this contract exists. Material pricing is subject to change due to vendor price increase.

We shall not be liable for delays if due to fire, strikes, weather, war, government regulations, supplier or shipment delays, or any cause beyond our control. The purchaser further agrees to pay all necessary building permits and inspection fees required by local city ordinances. All additions and extras shall be provided for under separate and additional orders from you.

Our cementitious and dye color products are an artistic product and will vary from one sample to the next and one job to the next due to weather, wind, applicator, and other site specific conditions. Contractor makes no guarantee to exactly reproduce any of these applied products as to match another sample or color. Blotchiness, waviness and color variations are all part of these hand applied coatings, and cannot be deemed a defect.

CSJ of SWFL, Inc. shall not be responsible or in any way liable if the product cracks or heaves in the existing sub-surface caused by ground movement, earth quakes, hydrostatic pressure, other acts of God, or negligent acts of others. The owner acknowledges that the contractor or his agent has discussed CSJ of SWFL, Inc. base material or ground conditions. The chipping or cracking of the product which may result from such conditions is not warranted by CSJ of SWFL, Inc.

The owner shall provide us with reasonable access to the job site. Contractor recognizes that he may have to maneuver through obstacles and work with other contractors to a reasonable point and will use all possible care to prevent damage. Contractor does not assume responsibility for excessive damage. If we are forced to install at two separate times (as to allow access to the property), there is occasionally some variation in color, texture, and appearance. We will do our best to keep any color variations from happening but we assume no liability. Our products are not a waterproofing system. We assume no obligation for any claim regarding water damage or seepage damage to any area or object connected to our application.

Signature: _____ Date: _____