

**SECOND AMENDMENT TO AGREEMENT  
(SERVICES)**

**THIS SECOND AMENDMENT** (the "Second Amendment") to the Contract for Services is made and entered into this 18<sup>th</sup> day of May, 2015 by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **T.L.C. DIVERSIFIED, INCORPORATED** a Florida Profit Corporation (the Contractor").

**WITNESSETH**

**WHEREAS**, the City and the Contractor entered into that certain Agreement to furnish Contract for Services, dated **November 20, 2013** (the "Original Agreement") (Reference Original Bid No. **RFP 13-049 (049-13)** and Original Clerk Tracking No. **13-00101** for services associated with **Public Works Pump Station Improvements: Second Amendment: Additional Time** ('Project'); and

**WHEREAS**, the parties desire to amend the Original Agreement by this Second Amendment so that the Contractor **will be provided additional time** 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 **December 31, 2015** with an allowed project closeout timeframe of 30-days from final completion. Additional amended time is not related or in addition to the original allowed time of 330 Calendar days designated in the original Agreement. Additional time and its effect will be addressed on/before the Project is completed. Project: **Public Works Pump Station Improvements**.
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.

**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

**CONTRACTOR:**

**T.L.C. DIVERSIFIED, INCORPORATED**

2719 17<sup>th</sup> Street East

Palmetto, Florida 34221

Att: **Thurston Lamberson, President**

By: *[Signature]*  
(Signature)

*Linda Kay Moore*  
Witness (Signature)

Printed  
Name: LINDA KAY MOORE

Printed  
Name: Thurston Lamberson

Title: President

FEI/EIN Number: On File  
A Florida Profit Corporation (FL)