

**SECOND AMENDMENT TO AGREEMENT  
(SERVICES)**

**THIS SECOND AMENDMENT** (the "Second Amendment") to the Contract for Services is made and entered into this 23 day of **October 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 **February 19, 2014** (the "Original Agreement") (Reference Original Bid No. **ITB 14-012** and Original Clerk Tracking No. **14-00011** for services associated with **Water Treatment Plant Thickener Tank Rehabilitation: Second Amendment: Additional Time and Compensation** ('Project'); and

**WHEREAS**, the parties desire to amend the Original Agreement by this Second Amendment so that the Contractor **will be provided additional time and compensation** 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 **November 30, 2015** with an allowed project closeout timeframe of December 31, 2015 for the provision of additional time the Contractor will have for the completion and close out of the Project: **Water Treatment Plant Thickener Tank Rehabilitation**.
3. "Article Four, Compensation" shall be amended for the provision of additional fees by the Contractor in the amount of **\$16,943.00** for **Water Treatment Plant Thickener Tank Rehabilitation** Services as indicated in **Attachment A-1 Scope of Services and Basis of Compensation** which is attached and made a part of this Second Amendment.
4. 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.

- 5. 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

Approved as to form and legal sufficiency:

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

Witness (Signature)

Printed  
Name: Tiffany Taylor

**CITY:**

**CITY OF NAPLES, FLORIDA**

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

**CONTRACTOR:**

**T.L.C. DIVERSIFIED, INCORPORATED**  
2719 17<sup>th</sup> Street East  
Palmetto, Florida 34221  
Att: **Thurston Lamberson**, President  
FEI/EIN Number: 59-2513308 (FL)

By: [Signature]  
(Signature)

Printed  
Name: Thurston Lamberson

Title: President



**TLC Diversified, Inc.**  
Keeping Water Moving.

Environmental Construction  
Professionals Serving the Water  
& Wastewater Industry

CG C041816  
CU C053963

October 14, 2015

Ms. Allyson Holland  
City of Naples  
380 Riverside Circle.  
Naples, FL. 34102

Re: TLC Job #1401 Liner Removal and Concrete Repairs

Allyson,

When work commenced to remove the existing liner in the Thickener Tank, it was found that a big portion of the liner had been applied to a thickness of 500 mils. That is twice the manufacturer's recommended thickness and would not be expected in determining the cost to remove. Due to this, one recommended method of removal would be hydro blasting the material off. This method can be destructive to the concrete surface, so it was determined to remove the liner using mechanical chipping hammers. This resulted in spending an additional 33% in labor and equipment to get the liner removed.

Once the liner was removed, a representative of Tnemec inspected the floor, walls and fillets to determine the extent of concrete repairs required before applying the coating system. It was determined that the parge coat included in the system was sufficient for the walls. The fillets and floor, however, had a layer of grout that was impossible to keep intact during the removal process. City personnel did repairs on the worst areas, but a more extensive repair, using Tnemec 217 surfacer, was required on the floor and fillet areas. The Contract had allowed for 600 sf of this type of repair, but a total of 1300 sf was required.

TLC Diversified respectfully requests compensation for the additional work needed to remove the liner in the amount of **\$5263.00**. We also request an additional 700 sf of concrete repair be paid at the Contract unit price of \$16.00/ sf, for a total of **\$11,200.00**. This includes TLC markups. The City also used 12 bags of Tnemec 217 furnished by our coatings sub. Replacement costs for that is \$40.00/bag, for a total of **\$480.00**.

Please contact me if you have any questions concerning this request.

Sincerely,

Brad Dorenkamp  
Sr Project Manger



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