

**SECOND AMENDMENT TO AGREEMENT  
(CONSTRUCTION SERVICES)**

**THIS SECOND AMENDMENT** (the "Second Amendment") to the Contract for Construction Services is made and entered into this 12<sup>th</sup> day of January 2016 by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **CROWTHER ROOFING AND SHEET METAL OF FLORIDA, INCORPORATED**, a Florida Profit Corporation (the Contractor").

**WHEREAS**, the City and the Contractor entered into that certain Agreement to furnish Construction Services, dated **March 18, 2015** (the "Original Agreement") (Reference Original Bid No. **ITB 15-028** and Original Clerk Tracking No. **15-00032** for services associated with **Re-Roof City of Naples Utilities Building: Second Amendment: Article 3.1 Time** (the 'Project'); and

**WHEREAS**, the parties desire to amend the Original Agreement by this Second Amendment so that the Contractor will be provided revisions to the Agreement and 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" 3.1 shall be amended to **February 29, 2016** for the provision of additional time the Contractor will have for the completion and close out of the Project: **Re-Roof City of Naples Utilities Building and its Interior Repairs**.
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:

Crowther Roofing and Sheet Metal of  
Florida, Incorporated  
2543 Rockfill Road  
Fort Myers, Florida 33916  
Att.: **Roger J. Smith, Sr.**, Vice President

By: Kevin M. Callaus  
(Signature)

Printed Name: John M. Highfill

Witness (Signature)

Printed Name: Kevin M. Callaus

Title: President

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