

**SECOND AMENDMENT  
TO AGREEMENT**

**THIS SECOND AMENDMENT** (the "Second Amendment") to the Contract for Professional Services is made and entered into **this 5th of November, 2008** 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 Second Amendment **for lining/repair services to Wastewater Pump Station #21 and Pump Station #25.**

**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 \$49,375.00 to line/repair the Wet Wells at Wastewater Pump Stations #21 & #25.**
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 Consultant have caused this Second 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: \_\_\_\_\_

