

**FIRST AMENDMENT
TO SERVICES AGREEMENT**
Clerk Tracking No. 2019-00230

THIS FIRST AMENDMENT (the "First Amendment") to the Contract for Services is made and entered into this 24th day of **October 2019** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **A PERSONAL TOUCH LAWN SERVICE, INC.**, a Florida Corporation that is located at: 210 31st Street SW; Naples, Florida (the "Contractor").

WHEREAS, the City and the Contractor entered into that certain Agreement on September 17, 2018, **RFP No. 18-061 and Clerk Tracking No. 2018-00131** (the "Original Agreement") to furnish **Landscape Maintenance Services** (the 'Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor will provide additional services, the addition of Baker Park, pursuant to the terms and conditions contained herein.

WHEREAS, the parties are required by **119.0701 F.S.** to amend the Original Agreement so that the CITY and CONTRACTOR will abide by 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 Section 3.1, Time" shall remain the same as the Original Agreement being performed through September 30, 2021 with the mutually agreed upon option between the CITY and CONTRACTOR of two (2) one-year renewals.
3. "Article Four, Compensation" shall be amended for the provision of additional services by the CONTRACTOR and their related costs for adding Baker Park to the Original City of Naples Landscape Maintenance Services Agreement in the amount of \$133,150.00 as indicated in Attachment A-1 Scope of Services and Basis of Compensation, attached and made a part of this First Amendment. The CITY is adding a \$36,850.00 City Controlled Contingency for a First Amendment total of \$170,000.00. First Amendment total represents an approximate 19% addition to the Original Agreement. Total of Agreement with said First Amendment is \$1,054,986.00 and is included in the Department's adopted Fiscal Year 2020 budget.
4. "**Article Five, Maintenance of Records**" shall be amended to **add Articles 5.2 and 5.3** as indicated below and made a part of this Amendment.

5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE.

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the City Clerk, City of Naples Custodian of Public Records, at Telephone: 239-213-1015; Email: PublicRecordsRequest@naplesgov.com; Address: 735 8th Street S., Naples, Florida 34102; Mailing address: same as street address.

5.3 The CONTRACTOR shall:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
5. 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.

6. 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.
7. 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.

CITY:

CITY OF NAPLES, FLORIDA

ATTEST:

By: *Patricia C. Rambosk*
 Patricia C. Rambosk, City Clerk

By: *Charles T. Chapman IV*
 Charles T. Chapman IV, City Manager

Approved as to form and legal sufficiency:

By: *James D. Fox*
 James D. Fox, City Attorney

CONTRACTOR:

A PERSONAL TOUCH LAWN SERVICE, INC.
 210 31st Street SW
 Naples, Florida 34117
 Attention: **Nick Pezan**, President / Owner

CONTRACTOR:

Danielle Gilbert
 Witness (Signature)

By: *Nick Pezan*
 (Signature)

Printed Name: *Danielle Gilbert*

Printed Name: *Nick Pezan*

Title: *Pres / owner*

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



QUOTE

DATE 10/21/19		
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BILL TO
Parks & Parkways Division
280 Riverside Circle
Naples, FL, 34102

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

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P.O. NUMBER

QUOTE

ACTIVITY	QTY	RATE	AMOUNT
Baker Park Service Located at 100 Riverside Circle, Naples 34102			
Pricing is inclusive of entire park (estimated 14 acres site). All services are to be provided under and meet the specifications of City of Naples Bid #18-061 Landscape Maintenance Services.			
Standard Weekly Services Reference Bid #18-061 pages 22 to 34	52	\$2025.00	\$105,300.00
Chemical Weed Control Application Reference Bid #18-061 pages 22 to 34	26	\$825.00	\$ 21,450.00
Ornament Grass Trimming Reference Bid #18-061 pages 22 to 34	4	\$1600.00	\$ 6,400.00

ANNUAL TOTAL

\$133,150.00

Thanks for your business!
A Personal Touch Lawn Service, Inc

THANK YOU.

(239) 289-9897
aptlawnservices@yahoo.com