

**FIRST AMENDMENT TO AGREEMENT
(SERVICES)**

THIS FIRST AMENDMENT (the "First Amendment") to the Contract for Services is made and entered into this 11th day of August, 2015 by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **HANNULA LANDSCAPING AND IRRIGATION, INCORPORATED**, a Florida Profit Corporation (the Contractor").

WHEREAS, the City and the Contractor entered into that certain Agreement to furnish Services, dated **June 10, 2015** (the "Original Agreement") (Reference Original Bid No. **ITB 15-001** and Original Clerk Tracking No. **15-00096** for services associated with **Gulf Shore Boulevard North Median Landscaping: First Amendment: Article Four, Compensation for Additional Services**, the ('Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this First 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 Four, Compensation" is amended to reflect an increase to the Contractor for additional services in the amount of **\$50,616.00** (\$99,345.00 – original Bid line item \$48,729.00) for the Project as indicated in **Attachment A-1 Scope of Services and Basis of Compensation** which is attached and made a part of this First Amendment.
3. 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. 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.
4. 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.

END OF PAGE

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.

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:

HANNULA LANDSCAPING & IRRIGATION, INC.
28131 Quails Nest Lane
Bonita Springs, Florida 34135
Attention: **Dale F. Hannula**, Owner

Lura S. Hannula
Witness (Signature)

Printed
Name: Lura S. Hannula

By: Dale F. Hannula
(Signature)

Printed
Name: Dale F. Hannula

Title: President

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

PROPOSAL

Hannula Landscaping And Irrigation, Inc.
 28131 Quails Nest Lane
 Bonita Springs, FL 34135-6932
 Phone 239-992-2210 - Fax 239-498-6818

DATE	July 30, 2015
JOB	Gulf Shore Boulevard North
Location	Naples, Florida

WE HEREBY SUBMIT ESTIMATES FOR THE ABOVE NAMED PROJECT IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS PROPOSAL. ALL LABOR AND MATERIALS WILL BE FURNISHED IN COMPLETE ACCORDANCE WITH THE SPECIFICATION OF THIS PROPOSAL. THIS PROPOSAL SHALL BE VALID FOR A PERIOD OF NINETY (90) DAYS.

Landscape	\$99,345.00
TOTAL PROPOSED COST	\$ 99,345.00

WARRANTY

All plant material is guaranteed to meet specifications as stated herein. Any alteration or deviation from said specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Shrubs and ground covers are guaranteed 90 days, shade trees and palms 180 days, and sod 30 days. The Contractor will replace any plant that dies or is not established during said warranty period if cause is due to negligence or poor workmanship by the Contractor. Maintenance of the planting and sod after the date of acceptance to the end of the guarantee period shall be by the Owner.

The irrigation system on the materials and workmanship is guaranteed for a period of 12 months from the date of installation, excluding damages by third parties, theft after installation, or damage or loss due to an act of nature.

Contractor is not responsible for any cut cables, lines, pipes, or wires that cannot be accurately located and marked by No Cut personnel. Alterations or deviations from the above specifications will be executed only upon written orders and will become extra charges over and above the estimate.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

 Date Hannula Landscaping, Inc.

Attachment A - Cost Schedule
Hannula Landscaping

Attachment B-1 : Basis of Compensation
Gulf Shore Boulevard North Median Landscape Renovation Plans

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Common Name	Botanical Name	Specification	Qty	Unit	Total
Palms					
Alexander palm, single	Psychosperma elegans	25 gallon, 10'-12" H, single	59	195.00	\$ 11,505.00
Pygmy date palm	Phoenix roebelinii	25 gallon, 5' H, triple	23	185.00	\$ 4,255.00
Royal palm	Roystonea regia	3'-4' GW, 12'-15" H, FG	111	439.00	\$ 48,729.00
Foster palm	Wodyetia bifurcata	12'-14' H, full, FG	37	351.00	\$ 13,187.00
					Subtotal, Palms \$ 77,676.00
Trees					
Black olive	Bucida buceras 'Shady Lady'	25 gallon, 10'-12" H, full	4	244.00	\$ 976.00
Silver buttonwood tree	Conocarpus erectus 'whiteous'	25 gallon, 6'-8" H, full	7	205.00	\$ 1,435.00
Dahoon holly	Ilex cassine	25 gallon, 6' H, full	20	248.00	\$ 4,960.00
Ligustrum tree	Ligustrum japonica	6"x6", multi FG	23	244.00	\$ 5,612.00
					Subtotal, Trees \$ 14,133.00
Shrubs					
Bush alamanda	Alamanda schottii	3 gallon, 12'-18" H, full, 36" oc	87	7.10	\$ 617.70
Hawaiian torch	Bougainvillea 'Hawaiian Torch'	3 gallon, 18"-24" H, full, 48" oc	38	11.10	\$ 421.80
Small leaf chaste	Clusia guatem	3 gallon, 18" H, full, 36" oc	17	9.67	\$ 164.39
Mammey croton	Croton 'Mammey'	3 gallon, 18" H, full, 30" oc	193	9.65	\$ 1,862.45
Petra croton	Croton 'Petra'	3 gallon, 18"-24" H, full, 36" oc	150	9.65	\$ 1,447.50
Muhly grass	Muhlenbergia cippolanti	3 gallon, 18" H, full, 36" oc	224	7.30	\$ 1,635.20
Kanadu philodendron	Philodendron 'Kanadu'	3 gallon, 18" H, full, 36" oc	45	9.75	\$ 438.75
Trenea	Schefflera arboricola 'Trenea'	3 gallon, 18" H, full, 36" oc	213	7.80	\$ 1,661.40
Bird of paradise	Strelitzia reginae	3 gallon, 24" H, full, 48" oc	146	12.68	\$ 1,851.28
					Subtotal, Shrubs \$ 10,160.77
Bromeliads					
Bromeliad A	Neoregelia 'Fireball'	6" pots, full	813	16.58	\$ 13,483.54
Bromeliad B	Neoregelia 'BossaNova'	6" pots, full	87	48.75	\$ 4,241.25
Bromeliad C	Alcantarea odorata	6" pots, full	26	29.25	\$ 760.50
Bromeliad D	Neoregelia 'Sunshine'	6" pots, full	126	24.25	\$ 3,055.50
Bromeliad E	Neoregelia 'Tossed Salad'	6" pots, full	111	16.58	\$ 1,840.38
Bromeliad F	Aechmea 'Avirex'	6" pots, full	18	16.56	\$ 298.08
					Subtotal, Bromeliads \$ 20,914.61