

**SECOND AMENDMENT TO AGREEMENT
(SERVICES)**

THIS SECOND AMENDMENT (the "Second Amendment") to the Contract for Services is made and entered into this 10th day of **September 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 15-047** and Original Clerk Tracking No. **15-00096** for services associated with **Gulf Shore Boulevard North Median Landscaping: Second Amendment: Article Three Time and Article Four, Compensation for Additional Services**, 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" is amended to state that this Project Amendment will be performed and **completed by September 17, 2015** with a 30-day Project close-out time frame. Project: **Gulf Shore Boulevard North Median Landscaping**.
3. "Article Four, Compensation" is amended to reflect an increase to the Contractor for additional services in the amount of **\$2,694.19 that includes a \$500.00 dollar City Controlled Contingency** 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 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



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

Jeanie Rosales
 Witness (Signature)

Printed Name: Jeanie Rosales

By: Dale F. Hannula
 (Signature)

Printed Name: Dale F. Hannula

Title: President

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

Change Order Plan vs. Contract Quantities

Project: Gulf Shore Blv d. North

Date: August 17, 2015 : August 27 2015 Revised

By: Hannula Landscaping And Irrigation, Inc.

Item	Qty	Add/Delete	Description	Spec	Unit Cost	Total
1	9	Add	Alexander Palm	10-12 Sgl	\$ 195.00	\$ 1,755.00
2	7	Add	Bird Of Paradise	3-Gal 24"	\$ 12.68	\$ 88.76
3	15	Add	Bromeliad Fireball	6"Pot	\$ 16.58	\$ 248.70
4	-15	Delete	Bromeliad Bossa Nova	9" Pot	\$ 48.75	\$ (731.25)
5	-3	Delete	Bromeliad Tossed Salad	6" Pot	\$ 16.58	\$ (49.74)
6	1	Add	Bromeliad Alvarez	6" Pot	\$ 16.58	\$ 16.58
7	19	Add	Dwarf Bourainvillea	3 Gal Full	\$ 8.78	\$ 166.82
8	15	Add	Flax Lily	1 Gal full	\$ 4.88	\$ 73.20
9	-36	Delete	Green Island Ficus	3 Gal Full	\$ 7.30	\$ (262.80)
10	38	Add	Shore Juniper	1 Gal. Full	\$ 3.40	\$ 129.20
11	93	Add	Asiatic Jasmine	1 Gal Full	\$ 3.40	\$ 316.20
12	40	Add	Pavers	SF	\$ 9.75	\$ 390.00
13	1	Add	Bond Increase	L.S.	\$ 53.52	\$ 53.52
14	2	Add	Extend Time Line To install Additional Plantings	Days	N/C	N/C

Total Additions	\$ 3,237.98
Total Deletions	\$ (1,043.79)
Net Change	\$ 2,194.19