

SECOND AMENDMENT TO AGREEMENT FOR FUEL & TANK CLEANING/INSPECTION

THIS SECOND AMENDMENT TO AGREEMENT FOR AGREEMENT FOR FUEL & TANK CLEANING/INSPECTION, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Tank Wizards Inc., ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement through Solicitation No. B220376LLP for fuel and tank cleaning and polishing services with Vendor on the 25th day of October, 2022 ("Agreement"); and,

WHEREAS, after execution of the Agreement, it was determined that the Agreement was intended to operate on an as needed basis, charging based upon tank size, rather than mandating specific sites and charging per location; and the current structure of the Agreement is misleading; and,

WHEREAS, Pursuant to Article XVI. MISCELLANEOUS of the Agreement, the County and Vendor desire to enter into this Second Amendment to modify Section 1.2 under GENERAL SCOPE OF WORK of the Exhibit A. Scope of Work and Specifications section of the Agreement to revise the operation of the Agreement.


NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

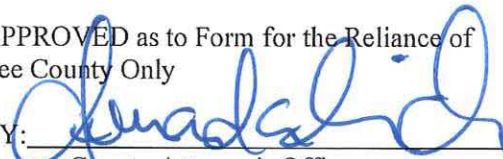
1. Effective immediately, Section 1.2 under the GENERAL SCOPE OF WORK of the Exhibit A. Scope of Work and Specifications section of the Agreement shall be superseded by the following:
 - 1.2 The Agreement shall set forth the pricing and scope of work and specifications for the fuel tank cleaning and fuel polishing services. The list of locations found in Attachment 1 are a list of some of the locations within Lee County requiring these fuel tank cleaning and fuel polishing services but is not all inclusive or controlling. Site locations and fuel tanks may be added or deleted to this Agreement, as necessary, without amending the Agreement in writing, and the County shall keep the Vendor apprised of additions or removals, as they occur. All gallon capacities referenced in Attachment 1 represent tank capacity and should not be representative of actual gallon of fuel contained therein or to be cleaned.

IN WITNESS WHEREOF this Second Amendment of the Agreement has been signed and sealed, in duplicate, by the respective Parties hereto.

DATED this 26 day of May, 2023 by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: 
Mary G. Tucker
Director of Procurement Management, on behalf of the Board of County Commissioners

APPROVED as to Form for the Reliance of Lee County Only
BY: 
County Attorney's Office

DATED this 25 day of May, 2023 by Tank Wizards Inc.

ATTEST:


(Witness)

BY: 
Authorized Signature

Wendall Stroder
Authorized Signature Printed Name

president/owner
Authorized Signature Title

CORPORATE SEAL: