

**FIRST AMENDMENT
TO THE CONSTRUCTION AGREEMENT
FOR THE
CRAYTON ROAD SIDEWALK PROJECT**

THIS FIRST AMENDMENT (the “First Amendment”) to the Construction Agreement for the Crayton Road Sidewalk Project dated February 20, 2002 is made and entered into this 4th day of September 2002 by and between the **CITY OF NAPLES**, a Florida municipal corporation (the “City”), and **NEUBERT CONSTRUCTION SERVICES, INC.** (the “Contractor”).

W I T N E S S E T H

WHEREAS, the City and the Contractor entered into that certain Construction Agreement for the Crayton Road Sidewalk Project dated February 20, 2002 (the “Original Agreement”) for services associated with installation of a sidewalk on Crayton Road between Harbour Drive and Banyan Boulevard; and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor will provide additional sidewalk sections, curbing and special sodding 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. The agreement amount is amended to increase the original total amount (**\$97,650.00**) by an amount of **\$29,416.20** as set forth in Exhibit A attached hereto for an amended total amount of **\$127,066.20**.
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.

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:

ATTEST:

CITY OF NAPLES, FLORIDA

By: _____
Tara Norman, City Clerk

By: _____
Kevin J. Rambosk, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert Pritt, City Attorney

CONTRACTOR:

Neubert Construction Services, Inc.

By: _____
Robert W. Neubert
Vice President

EXHIBIT 'A'

to the

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SUMMARY OF FINAL CONSTRUCTION QUANTITIES AND COST:

Original Contract Amount: \$110,365.95 (1)

Extra Work: (2)

Driveway Construction-----	\$13,419.00	
Type F Curb & Gutter-----	\$ 615.00	
Shade Sod-----	\$ 2,666.25	
Total Extra Work	\$16,700.25	\$ 16,700.25

Final Completed Contract Amount \$127,066.20

Notes: (1) Original Contract amount was \$97,650.00; the increase of \$12,715.95 was due to an increase in excavation quantities (Reference: Progress Billing Summary).

(2) Quantities and unit pricing of the extra work are qualified on the Progress Billing Summary.

