

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to the Agreement is made and entered into this **18th day of August, 2003** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Saltsman Construction, Inc.** (the “Contractor”).

WITNESSETH

WHEREAS, the City and the Contractor entered into that certain Agreement **in connection with Sand-Tightening the Gordon Pass Jetty, dated March 20, 2002** (the “Original Agreement”) for the **City’s Natural Resources Division** for services associated with **the Gordon Pass South Jetty sand tightening** (‘Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor will provide additional services 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 scope of services shall be amended in accordance with Exhibit “A” attached hereto and incorporated herein for the provision of **the necessity of purchasing the armor stone from an alternate location , in an additional amount of \$102,060, for a total of \$831,781.**
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 Second 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: _____
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

SALTSMAN CONSTRUCTION, INC.

witness

By: _____

Name: _____

Title: _____

Amendment to agreement

SALTSMAN CONSTRUCTION, Inc.

194 14th Av. S.

Naples, Florida 34102

Phone: 239/262-0152 Fax: 239-262-2866

Cell: 239-253-0260

jsaltsman2@comcast.net

April 10, 2003

To: City of Naples
Jon Staiger, Natural Resources Manager
735 8th St. S.
Naples, FL. 34110

From: Saltsman Construction, Inc.

Re: Gordon Pass South Jetty
048-02

Dear Sirs;

The following is the breakdown of the increase in the cost of stone for this project:

Bid Price is \$48.00 per ton.

Rock Cost was \$30.00 per ton delivered by barge to the site.

Price to receive the stone from Georgia: Material = \$34.02 per ton @ rail siding

Increase = \$ 4.02 per ton in Cost

Unloading = \$5.00 per ton

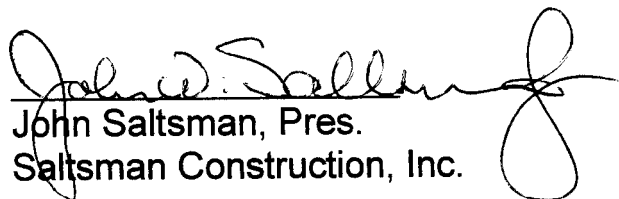
Hauling = \$10.00 per ton

Storing = \$5.00 per ton

Loading & hauling to site by barge = \$10.00 /ton

Total Increase = \$ 34.02 X 3000 tons = \$102, 060.00

If you have any questions please call the sender


John Saltsman, Pres.
Saltsman Construction, Inc.