

**FIRST AMENDMENT  
TO AGREEMENT**

**THIS FIRST AMENDMENT** (the “First Amendment”) to Agreement is made and entered into this **2<sup>nd</sup> day of February, 2005** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **T.F. R. Enterprises, Inc.** (the “Contractor”).

**WITNESSETH**

**WHEREAS**, the City and the Contractor entered into that certain Agreement for **horticultural pickup created by Hurricane Charley, dated September 1, 2004** (the “Original Agreement”) and

**WHEREAS**, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor will provide **additional horticultural pickup created by Hurricane Charley** 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” shall be amended in accordance with Exhibit “A” attached hereto and incorporated herein for the provision of additional fees by the Contractor in the amount of **\$44,703.20 to provide additional clean-up and hauling services for horticultural debris, as a result of Hurricane Charley (‘Project’)**.
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: \_\_\_\_\_  
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Robert D. Pritt, City Attorney

**T.F.R. Enterprises, Inc.**

\_\_\_\_\_  
witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

T.F.R. Enterprises, Inc.  
 10731 E. Crystal Falls Parkway  
 Leander, Texas 78641  
 512-260-3322

# Invoice

Date	Invoice #
11/14/2004	100264

Bill To
City of Naples ATTN: Sheilalee Castano 50 Riverside Circle Naples, FL 34102

P.O. No.	Terms	Project
	Upon Receipt	Naples

Cubic Yards	Description	Rate	Amount
3,930	Total cubic yards for the debris removal for the week ending 9/11/04	9.75	38,317.50

T.F.R. Enterprises, Inc.  
 10731 E. Crystal Falls Parkway  
 Leander, Texas 78641  
 512-260-3322

# Invoice

Date	Invoice #
11/14/2004	100265

Bill To
City of Naples ATTN: Sheilalee Castano 50 Riverside Circle Naples, FL 34102

P.O. No.	Terms	Project
	Upon Receipt	Naples

Cubic Yards	Description	Rate	Amount
2,400	Total cubic yards for the debris removal for the week ending 9/18/04	9.75	23,400.00

\$61,717.50 = INVOICES 100264 & 100265 - UNPAID  
 \$17,014.30 = LEFT IN PO 38940 - HURRICANE CHARLEY  
 \$44,703.20 = NEEDED TO PAY PO 38940



# ***CITY OF NAPLES***

## ***PUBLIC WORKS DEPARTMENT***

The following services are to be performed by T.F.R. Enterprises, Inc for Clean-up and Hauling service:

Remove horticultural storm debris from residential properties located within the City of Naples, Fl. Provide labor, equipment and incidentals necessary to complete clean-up services in a timely manner per FEMA regulations.