

**FIRST AMENDMENT
TO CONSTRUCTION AGREEMENT
(Doctor's Pass Maintenance Dredging--Bid 046-05)**

THIS FIRST AMENDMENT (the "First Amendment") to Construction Agreement is made and entered into effective the ____ day of _____, 2005, by and between the CITY OF NAPLES, a Florida Municipal Corporation (the "City" or "Owner"), and Lake Michigan Contractors, Inc., (the "Contractor").

WITNESSETH

WHEREAS, the City and the Contractor entered into that certain Agreement dated June 15, 2005, to furnish Construction Services (the "Original Agreement") to the City for maintenance dredging of Doctor's Pass (the "Project"); and

WHEREAS, misunderstandings have arisen concerning timeliness of permitting, issuance of the Notice to Proceed, unanticipated increases in costs such as fuel costs and the scope of contractual provisions; and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Contractual provisions are clarified and so that the costs and timeliness issues are resolved.

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 between the parties shall consist of all documents contained in the Bid Documents for Bid No. 046-05, the Original Agreement and this First Amendment to Construction Agreement. A copy of this First Amendment, the Original Agreement and the Bid Documents shall be kept on file with the City Clerk. To the extent of any conflict, this First Amendment controls over the Original Agreement and the Original Agreement controls over the Bid Documents. All of the other terms, provisions and conditions of Original Agreement, and the Bid Documents, 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.
3. The Original Agreement is further amended by underline and ~~striketrough~~, as follows:
 - a. Article Three-Time
 - 3.1 Services to be rendered by CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from OWNER for all or any designated portions of the Project

