

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to Agreement is made and entered into this **1st day of March, 2006** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Bliss Products and Services** (the “Contractor”).

W I T N E S S E T H

WHEREAS, the City and the Contractor entered into that certain Agreement **to furnish and install a playground; total surface material; shade structure and water (misting) play feature at Fleischmann Park (Resolution 05-11004)**(the “Original Agreement”) and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor **will furnish and install a Gibraltar climbing rock at Fleischmann Park** 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 not-to-exceed \$18,203.00 to furnish and install a Gibraltar climbing rock at Fleischmann Park (‘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

Bliss Products and Services

witness

By: _____

Name: _____

Title: _____

Quotation 661

Jim Carruthers

(239) 248-7023 Office (239) 430-0125 Fax
jcarruthers@blissproducts.com

Bliss Products and Services, Inc.
PO Box 6655
Douglasville, GA 30154
(800) 248-2547 Corp Office (770) 920-1915 Fax
www.blissproducts.com

BPSBilled LTCPS Other Product

<u>Date</u>	<u>Project</u>	<u>Customer PO</u>	<u>Tax Exempt ID</u>
11/10/2005	FLEISCHMAN BOULDER		

<u>BILL TO:</u>	<u>Contact</u>
CITY OF NAPLES	CHUCK CUNHA
280 RIVERSIDE DR	(239) 213-3021
NAPLES	Ext.
FL 34102-	Fa (239) 213-3009

<u>Terms</u>	<u>Approximate Ship Date</u>	<u>Ship Via</u>
30 DAYS		LTL

Part Number	Product Description	Qty	Unit Price	Amount
PEAK ROCK	LITTLE TIKES	1	\$17,449.00	\$17,449.00
	MEDIUM BOULDER			
DISCOUNT %	LITTLE TIKES DISCOUNT	1	(\$2,900.00)	(\$2,900.00)
	LIST PRICE \$			

Installation prices are based on truck access to the site and normal soil conditions. Any buried rock or debris may be cause for additional charges. Any site preparation or demolition not specified above must be completed prior to the installation of the equipment. Site restoration, unless otherwise noted, is not included. Please refer to our installation agreement for further details.

Sales tax if applicable, is not included. Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer.

SubTotal	\$14,549.00
Freight	\$1,654.00
Tax	\$0.00
Install	\$2,000.00
Grand Total	\$18,203.00

Notes:

ORIGINAL FREIGHT WAS \$3254.00. \$1600 DEDUCTION ON FREIGHT PER JASON FORSTER.
INSTALL PRICE WAS \$4000.00. \$2000.00 DEDUCT PER RANDY JONES.
DISCOUNT OF 2900.00 BY BLISS PRODUCTS PER JIM CARRUTHERS/GREGG BLISS
*****PRICES ARE PURSUANT TO AND EXCEED FLORIDA STATE CONTRACT # 650-001-04-1 *****

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Park and Playground Equipment

COMMODITY NO. 650-500-650

NOTE: CLICK ON URL FOR CONTRACTOR'S WEBSITE

MFG./SUPPLIER	PRICE LIST	
	NUMBER & DATE	DISCOUNT

Bliss Products (F-592413631-001)		
Brand Bid: Little Tikes	2003	12%
Warranty: One year minimum, see catalog for details		
Contractor's URL: www.blissproducts.com/floridacontract		
Brand Bid: Ramp Tech	2003	5%
Warranty: 6 or 21 yrs. Depending on system, 5 years on surface		
Contractor's URL: www.blissproducts.com/floridacontract		
Brand Bid: Ultra Play	2003	10%
Warranty: One Year		
Contractor's URL: www.blissproducts.com/floridacontract		
Brand Bid: Jaypro	2003	5%
Warranty: One Year		
Contractor's URL: www.blissproducts.com/floridacontract		