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").

WITNESSETH

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.

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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.

	<u>CITY:</u>
ATTEST:	CITY OF NAPLES, FLORIDA
By <u>:</u> 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:

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Quotation 661

Jim Carruthers

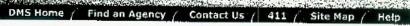
(239) 248-7023 Office (239) 430-0125 Fax jcarruthers@blissproducts.com

Bliss Products and Services, Inc. PO Box 6655 Douglasville, GA 30154

(800) 248-2547 Corp Office (770) 920-1915 Fax www.blissproducts.com

jeandun	ers@unsaproducts.com	✓	BPSBille	d [] LTCF	S Other Product
	Project FLEISCHMAN BOULDER	Customer PO		Tax Exe	mpt ID
BILL TO: CITY OF NAPLE 280 RIVERSIDE NAPLES Terms 30 DAYS		CONTact CHUCK CUNH (239) 213-302 Fa (239) 213 Ship Date	1	Ext.	ERINTENDEN
30 DATS				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	21	1	(\$2,900.00)	(\$2,900.00)
	LIST PRICE \$			4	
conditions. Any	es are based on truck access to the buried rock or debris may be cause	for additional cl	harges	SubTotal	\$14,549.00
prior to the insta	ation or demolition not specified about	ve must be com	pleted	Freight	\$1,654.00
noted, is not inc details.	luded. Please refer to our installation	agreement for	further	Tax	\$0.00
Sales tax if appl	icable, is not included. Sales tax exc	emot certificate	will be	Install	\$2,000.00
required for exe by the manufact	mption. All orders are subject to ann	proval and acce	ptance	Grand Total	\$18,203.00
DISCOUNT OF 290	IT WAS \$3254.00. \$1600 DEDUCTION ON I AS \$4000.00. \$2000.00 DEDUCT PER RAN 0.00 BY BLISS PRODUCTS PER JIM CAR RE PURSUANT TO AND EXCEED FLORIDA	DY JONES. RUTHERS/GREGO	BLICE		







Park and Playground Equipment COMMODITY NO. 650-500-650 NOTE: CLICK ON URL FOR CONTRACTOR'S WEBSITE

	PRICE LIST	
MFG./SUPPLIER	NUMBER & DATE	DISCOUNT
Blies Products (F-592413631-001)		



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		

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