

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to Agreement is made and entered into this 17th day of May, 2006 by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **T.F.R. Enterprises, Inc.** (the “Consultant or Contractor”).

WITNESSETH

WHEREAS, the City and the Contractor entered into that certain Agreement to furnish Professional Engineering Services dated December 7, 2006 (Resolution 05-11036)(the “Original Agreement”) **to provide disaster generated removal and disposal of debris created by Hurricane Wilma**(‘Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor will provide **additional services and an extension of a completion time** 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 additional services by the Consultant **in an amount not-to-exceed \$ 637,670.47 for additional disaster generated removal and disposal of debris created by Hurricane Wilma and an extending the completion date from January 30, 2006 to March 30, 2006 (‘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: _____

Amendment to agreement

T.F.R. ENTERPRISES, INC. HAS AGREED TO LOWER THEIR CONTRACTUAL TONNAGE RATE TO MATCH FEMA ALLOWED RATE OF \$11.00 PER CUBIC YARD FOR EMERGENCY DEBRIS REMOVAL.

CONTRACTOR:

TFR Enterprises, Inc.

By: _____