

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to Agreement is made and entered into this **16th day of August, 2006** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **National Transport, Inc. d/b/a Production Tire.** (the “Contractor”).

WITNESSETH

WHEREAS, the City and the Contractor entered into that certain Agreement for **tires and tire services dated December 04, 2002, Resolution 02-9885** (the “Original Agreement”) for the City of Naples(Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor will provide additional services 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 Contractor for **additional tires and tire services for the City of Naples in an amount of \$26,700.00 (the ‘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

National Transport, Inc. d/b/a Production Tire

witness

By: _____

Name: _____

Title: _____

Amendment to agreement

BID SCHEDULE

<u>Description of Service</u>	<u>Cost Each</u>
A. Balancing	
1. Automobile Tires	\$ <u>INCLUDED WITH SERVICE CALL</u>
2. Buses	\$ <u>INCLUDED WITH SERVICE CALL</u>
3. Light Truck Tires (15", 16", 16.5")	\$ <u>INCLUDED WITH SERVICE CALL</u>
4. Medium Truck Tires (17" and up)	\$ <u>INCLUDED WITH SERVICE CALL</u>
5. Heavy Truck Tires (20" and up)	\$ <u>INCLUDED WITH SERVICE CALL</u>
B. Tire Mounting	
1. Automobile (13" thru 16")	\$ <u>INCLUDED WITH SERVICE CALL</u>
2. Light Truck & Equipment (13" thru 16.5")	\$ <u>INCLUDED WITH SERVICE CALL</u>
3. Truck & Equipment (17" through 24.5")	\$ <u>INCLUDED WITH SERVICE CALL</u>
4. Turf, Trailer, and ATV (4" through 12")	\$ <u>INCLUDED WITH SERVICE CALL</u>
5. Agricultural Tractors	\$ <u>INCLUDED WITH SERVICE CALL</u>
C. Patch Tire Repair	
1. Automobile (13" thru 16")	\$ <u>INCLUDED WITH SERVICE CALL</u>
2. Light Truck & Equipment (13" thru 16.5")	\$ <u>INCLUDED WITH SERVICE CALL</u>
3. Truck and Equipment (17" thru 24.5")	\$ <u>INCLUDED WITH SERVICE CALL</u>
4. Turf, Trailer, and ATV (4" through 12")	\$ <u>INCLUDED WITH SERVICE CALL</u>
5. Agricultural Tractors	\$ <u>INCLUDED WITH SERVICE CALL</u>
6. Boots	\$ <u>2.50 PER INCH</u>
7. O-Rings	\$ <u>12.95</u>
8. Flaps	\$ <u>10.00</u>
9. Rubber Valve Stems	\$ <u>2.25</u>
10. Metal Valve Stems	\$ <u>4.95</u>
D. Service Calls	
1. Normal Business Hours	\$ <u>55.00 P.H.</u>
2. After Normal Business Hours	\$ <u>55.00 P.H.</u>
E. Tire Purchases	
1. Florida State Contract Price, less	<u>0</u> %
2. Tires not on Florida State Contract:	
Manufacturer: <u>KELLY SPRINGFIELD</u>	MSRP Discount <u>10</u> %
Manufacturer: <u>DUNLOP</u>	MSRP Discount <u>10</u> %
Manufacturer: <u>SOLID DEAL</u>	MSRP Discount <u>10</u> %

Prompt Payment Terms: NET % 30 Days.