

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to Agreement is made and entered into **this 20th day of December, 2006** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Alliance Steel Construction Inc.** (the “Contractor”).

WITNESSETH

WHEREAS, the City and the Contractor entered into that **certain Agreement to furnish Professional Services dated September 9th, 2006** (the “Original Agreement”) for **Stormwater and Sanitary Sewer Replacement and Selective Demolition at Cambier Park** (‘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 in **an amount not-to-exceed \$9,984.12 for a total project amount of \$71,689.12 for additional construction services to replace the 24” Stormwater Line at Cambier 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

ALLIANCE STEEL CONSTRUCTION, INC.

witness

By: _____

Name: _____

Title: _____

Amendment to agreement

Bid No.: 096-06

BID SCHEDULE

CAMBIER PARK - STORMWATER (160' OF 24")/SANITARY SEWER (60' OF 6") REPLACEMENT SELECTIVE DEMOLITION

DESCRIPTION	Measure	Unit(s)	Unit Cost	Extended Cost	Work Performed by Alliance Steel Construction, Inc.		
					Work Performed/ Allowed	Adjusted Cost	Additional Allowances
1. Mobilization	LS	1	\$9,000.00	\$9,000.00	Full Allowance	\$9,000.00	\$9,000.00
2. Demolish/Dispose of Defined concrete, wood, trees, & site debris.	LS	1	\$7,200.00	\$7,200.00	Full Allowance	\$7,200.00	\$7,200.00
3. Complete Excavation/ Removal/Installation of 24" RCP Stormwater Line.	LS	1	\$25,000.00	\$25,000.00	Full Allowance \$156.25/LF	\$25,000.00	\$42,089.12
4. Replacement of 6" Sanitary Sewer Line with Clean-Out & Cap.	LS	1	\$11,200.00	\$11,200.00	Laid 30' of 6" w/ Cleanout, not est. 60'. 75% Allowance	\$8,400.00	\$8,400.00
5. Clean Fill for Finish Grade.	CY		\$2,000.00	\$2,000.00	City provided 10 truckloads of fill. Contractor Hauled fill. Full Allowance	\$2,000.00	\$2,000.00
6. Finish Compaction & Grade of Defined Areas.	LS	1	\$3,000.00	\$3,000.00	Full Allowance	\$3,000.00	\$3,000.00
Subtotal (Labor/Equipment/ Material Costs	----	----	=	\$57,400.00	Adjusted Sub-Total	\$54,600.00	\$71,689.12
Contingency @ 7.5% of Subtotal	----	----	=	\$4,305.00	Purchase Order Total	\$61,705.00	\$61,705.00
TOTAL PROJECT COSTS	----	----	=	\$61,705.00	Balance of PO	\$7,105.00	-\$9,984.12
				Alliance Steel Construction, Inc.	Adjusted Line Items Per Work Performed.		Total Allowance for Change Order = \$9,984.12
				Original Bid Costs			

Original Change Order Request = \$26,290.96
65% of Change Order Total = \$17,089.12 Plus Bid Rate

City provided
10 truckloads

Norm Allberry
11-17-06

BID NUMBER: 096-06
CLOSING DATE: 07/31/06