

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to Agreement is made and entered into this **14th day of November, 2007** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **TLC Lawn Maintenance** (the “Contractor”).

WITNESSETH

WHEREAS, the City and the Contractor entered into that certain Agreement to furnish Professional Services dated **19th day of September, 2007 (Resolution 07-11764)** (the “Original Agreement”) **for the Citywide Lawn Maintenance** (‘Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment by adding additional sites and increasing the annual agreement amount an additional \$253,201.00 , bringing the total annual amount to \$488,761.00, said services being more fully described in Exhibit A, "Scope of Services", which is attached hereto and incorporated 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 as set forth in the attached Exhibit “A” by the Consultant and increasing the annual agreement amount an additional \$253,201.00 bringing the annual total not-to-exceed \$488,761.00 for Citywide Lawn Maintenance (‘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: _____
Interim City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

TLC Lawn Maintenance

witness

By: _____

Name: _____

Title: _____

Annual Cost Utilizing Blowers

LOCATION	TLC Lawn Maintenance	
37	Gordon Drive Park between 18th Avenue South and 21st Avenue South (map #2)	\$3,029.00
41	Rogers Park at 1106 3rd Street South (map #3)	\$2,912.00
44	Betsy Jones Park at 10th Street North and 6th Avenue North to include ROW on 6th Ave. N. along canal, east to end of canal (map #16)	\$2,340.00
46	Fleischmann Park at 1300 Fleischmann Boulevard, excluding athletic fields, to include ROW east side of park to Goodlette Road (map #18)	\$20,800.00
48	Lowdermilk Park at 1301 Gulf Shore Boulevard North (map #21)	\$16,900.00
49	Seagate School Park at West Boulevard including Native area, excluding athletic fields (map #24)	\$13,000.00
51	City Hall and Fire Station #1 at 735 8th Street South, to include parking area at 8th Street South and 8th Avenue South	\$6,500.00
52	City Operations Complex, from Central Ave. to north fence boundary to include 50, 280, 295, 355, 370, 270 Riverside Circle, all ROW, swales, and retention areas.	\$49,400.00
53	Fire Station #2 at 26th Avenue North and 10th Street North	\$3,068.00
54	Naples Pier Parking Lot at 12th Avenue South	\$2,340.00
56	Sugden Theater/Parking Garage	\$3,900.00
59	Orchid Linear Park, from Chevron Station south to Banyan Boulevard (map #20)	\$11,700.00
64	Bowline Bend Park at Bowline Drive and Bowline Bend (map #22)	\$3,120.00
72	Nelson's Walk cul-de-sac	\$2,080.00

84	Cherrystone Court cul-de-sac	\$442.00
85	Clam Court cul-de-sac	\$442.00
86	Little Neck Court cul-de-sac	\$442.00
87	Blue Point Avenue cul-de-sac	\$442.00
88	Chesapeake Avenue cul-de-sac	\$442.00
89	Bonita Court cul-de-sac	\$442.00
90	Bonita Lane cul-de-sac	\$442.00
91	Mullet Court cul-de-sac	\$442.00
92	Mullet Lane cul-de-sac	\$442.00
93	Dolphin Court cul-de-sac	\$442.00
94	Dolphin Lane cul-de-sac	\$442.00
95	Marlin Drive cul-de-sac	\$442.00
96	Cobia Court cul-de-sac	\$442.00
97	Wahoo Court cul-de-sac	\$442.00
98	Tuna Court cul-de-sac	\$442.00
99	Shad Court cul-de-sac	\$442.00
100	Trout Court cul-de-sac	\$442.00
101	Kingfish Road cul-de-sac	\$442.00
102	Tarpon Road cul-de-sac	\$442.00
103	Bluefin Court cul-de-sac	\$442.00

104	Snook Drive cul-de-sac	\$442.00
105	Sheepshead Drive cul-de-sac	\$442.00
106	2nd Avenue North cul-de-sac East of 10th Street North	\$442.00
107	13th Street North cul-de-sac	\$442.00
108	Dawn Circle cul-de-sac	\$442.00
109	Royal Palm Court cul-de-sac	\$442.00
110	11th Circle cul-de-sac	\$442.00
112	Hurricane Harbor cul-de-sac	\$442.00
113	Springline Court cul-de-sac	\$442.00
114	Springline Drive cul-de-sac	\$442.00
115	Spinnaker Court cul-de-sac	\$442.00
116	Bollard Place cul-de-sac	\$442.00
117	Putter Point Place cul-de-sac	\$442.00
118	Putter Point Court cul-de-sac	\$442.00
119	Windward Way cul-de-sac	\$442.00
120	Bay Point cul-de-sac	\$442.00
121	Cuddy Court cul-de-sac	\$494.00
122	Bahia Point cul-de-sac	\$494.00
123	Regatta Court cul-de-sac	\$442.00
124	Mermaids Bight cul-de-sac	\$442.00

125	Fountainhead Court cul-de-sac	\$442.00
126	Neptune Bight cul-de-sac	\$442.00
127	Bel Air Court cul-de-sac	\$442.00
128	Old Trail Way cul-de-sac	\$442.00
129	Willowhead Way cul-de-sac	\$442.00
130	Turtle Hatch Road cul-de-sac	\$442.00
131	Neapolitan Lane cul-de-sac	\$442.00
132	Neapolitan Way cul-de-sac	\$442.00
133	Devils Bight cul-de-sac	\$442.00
134	Pirates Bight cul-de-sac	\$442.00
135	Crayton Court cul-de-sac	\$442.00
136	Whispering Pine Court cul-de-sac	\$442.00
137	Crayton Place South cul-de-sac	\$442.00
138	Cove Lane median, off Gordon Drive	\$1,820.00
141	Captains Place median, off Kingstown Drive	\$1,300.00
142	Treasure Lane traffic island at Kingstown Drive	\$1,040.00
146	Galleon Drive at Spyglass Lane, 4 traffic islands (map #29)	\$2,704.00
154	Broad Avenue South median from beachend to 2nd Street South	\$2,860.00
159	Central Avenue medians from 6th Street South to Gulf Shore Boulevard	\$7,800.00
161	10th Street South medians from Central Avenue to U.S.41	\$7,800.00

162	10th Street South east & west ROW and medians from Central Avenue to 7th Avenue North	\$10,400.00
164	13th Street North traffic island at Forest Avenue	\$520.00
165	13th Street North traffic island at 9th Avenue North	\$520.00
166	12th Street North traffic island at 12th Avenue North	\$520.00
169	7th Avenue North medians and traffic islands from Goodlette-Frank Road to 3rd Street North	\$3,120.00
175	Putter Point traffic island at Crayton Road	\$1,456.00
178	Gulf Shore Boulevard North medians from Admiralty Point to Seagate including selected ROW (see map)	\$36,348.00
184	Starfish Avenue traffic island at Seagate Drive	\$442.00
193	Royal Harbor Sign at Dolphin Road and Sandpiper Street	\$780.00
208	7th Avenue North ROW from Bougainvillea Road East and West at lake	\$1,300.00
209	12th Avenue South, north & south ROW from 7th Street South to City Dock to include traffic island and median	\$3,380.00
214	Wedge Drive east ROW from Harbor south to alley	\$1,820.00
220	2136 Snook Drive	\$442.00
221	3425 Tarpon Drive	\$442.00
222	2170 Kingfish Road	\$442.00
223	2800 Curlew Avenue	\$442.00
224	1490 Osprey Avenue	\$442.00
225	1493 Pelican Avenue	\$442.00

\$253,201.00