

**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 **A Personal Touch Lawn Service, Inc.** (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 07-11765)** (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 \$155,363.00 , bringing the total annual amount to \$227,084.00, 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 \$155,363.00 bringing the annual total not-to-exceed \$227,084.00 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

A Personal Touch Lawn Service, Inc.

witness

By: _____

Name: _____

Title: _____

Annual Cost Utilizing Blowers

LOCATION	Personal Touch Lawn Service, Inc.
1	3600 beach end, to include grass area from Gordon to beach \$1,716.00
38	Sandpiper Park East and West at Sandpiper Street and U.S. 41(map #7) \$4,732.00
39	The Landings at 1101 9th Street South (map #5) \$9,464.00
40	Coconut Point Park at 10th Avenue South (map #6) \$4,732.00
45	Anthony Park at 1500 5th Avenue North (map #14) \$11,596.00
50	Spring Lake Outlook (map #31) \$4,732.00
57	City nursery on Burning Tree Dr \$7,696.00
58	Goodlette Linear Park on Goodlette Rd, west ROW from 14th Ave N. to south park boundary (map #17) \$14,404.00
60	Seagate Linear Park, from north end of Seagate to south boundary at bench, to include North ROW on Pirates Bight, west ROW on Seagate from Seagate to Sanddollar (map #25) \$22,828.00
62	Alligator Lake East (map #26) \$1,716.00
63	Alligator Lake West (map #27) \$1,716.00
111	Yucca Court cul-de-sac \$507.00
155	3rd Avenue South medians from 2nd Street South to 7th Street South \$4,732.00
158	Palm Circle East and West, 5 traffic islands \$11,596.00
167	Forest Avenue traffic island at 8th Terrace North \$507.00
168	Forest Avenue traffic island at 9th Avenue North \$507.00

182	West Boulevard median at Seagate Drive	\$507.00
183	Crayton Raod median at Seagate Drive	\$507.00
195	6th Avenue South north & south ROW from 8th Street South to 12th Street South to include parking areas	\$7,696.00
197	Broad Avenue South, south ROW from 9th Street South to 4th Street South from Broad Avenue South to sidewalk (map #4)	\$7,696.00
199	Outlook Point at 8th Street South and 13th Avenue South	\$1,716.00
200	6th Street South west ROW from 5th Avenue South to alley	\$1,716.00
201	4th Ave South, small grass areas in parking lot	\$1,716.00
202	2nd Avenue North, north & south ROW from 10th Street North to U.S. 41	\$1,716.00
203	3rd Avenue North, north & south ROW from 10th Street North to U.S. 41	\$1,716.00
204	4th Avenue North, north & south ROW from 10th Street North to U.S. 41	\$1,716.00
205	4th Avenue North ROW at Palm Circle East and West	\$4,732.00
206	5th Avenue North, north & south ROW from Goodlette-Frank Road to 14th Street North to include parking areas and planting beds; 5th Avenue North median at Goodlette-Frank Road	\$6,552.00
210	14th Street North west ROW from Rordon Avenue to 28th Avenue North at lake	\$3,952.00
212	12th Street North ROW from 1184 12th Street North to 674 6th Avenue North	\$4,732.00
218	Airway Drive south ROW	\$2,756.00
219	Port Avenue north ROW	\$2,756.00

\$155,363.00