

**FIRST AMENDMENT TO AGREEMENT
(CONSTRUCTION SERVICES)**

THIS FIRST AMENDMENT (the "First Amendment") to the Contract for Construction Services is made and entered into this **21st day of January, 2015** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **MCCULLEY MARINE SERVICES, INCORPORATED** a Florida Profit Corporation (the Contractor").

WITNESSETH

WHEREAS, the City and the Contractor entered into that certain Agreement to furnish Construction Services, dated **October 1, 2014** (the "Original Agreement") (Reference Original Collier County **Bid No. ITB 13-6131** and Original **Clerk Tracking No. 14-00126** for services associated with an Artificial Reef Program – BP Claim No. 185-873: **First Amendment: Additional Time and Services.** ('Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor will be provided additional time and 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:

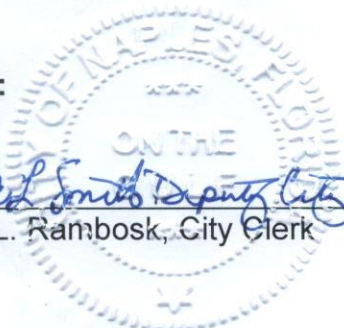
1. The above recitals are true and correct and are incorporated herein by this Reference.
2. "Article Three, Time" shall be amended to March 31, 2017. Note. Grant time frame of March 31, 2015 related to BP Claim No. 185-873 will remain the same unless extended in writing. Addition of time will allow the provision the Contractor will have for the completion of additional reefs being placed as funding is created by private donations over and above the BP Grant and close out of the Project: Artificial Reef Program – BP Claim No. 185-873.
3. "Article Four, Compensation" shall be amended for the provision of additional reefs being placed by the Contractor per the Agreement's Exhibit B Basis of Compensation which is attached and made part of this First Amendment as Exhibit A-1. The amount of reefs to be placed is determined by private donations over and above the original BP Grant of \$313,650.00. Said amount of donations is estimated to be an additional \$300,000.00 dollars over the course of this Agreement. This First Amendment does not guarantee Contractor any additional funding, but does allow the City to process change orders for increased work at the unit prices listed in Exhibit A-1.

4. 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.
5. 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.

ATTEST:

By: *Patricia L. Rambosk*
 Patricia L. Rambosk, City Clerk



CITY:

CITY OF NAPLES, FLORIDA

By: *A. William Moss*
 A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: *Robert D. Pritt*
 Robert D. Pritt, City Attorney

MCCULLEY MARINE SERVICES, INC.
 2309 North Old Dixie Highway
 Fort Myers, Florida 34946
 Att: **John W. McCulley**, Vice President
 FEI/EIN Number: 65-0467519 (FL)

Joanne Ketter
 Witness (Signature)

By: *John W. McCulley*
 (Signature)

Printed Name: *JoAnne Ketter*

Printed Name: *John W. McCulley*

Title: *Vice President*

Amendment to Services Agreement

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as indicated in Exhibit B.

Retainage: (N/A) Not applicable to this Agreement.

				McCulley Marine Services Ft. Pierce, FL		
Description			QTY	Unit	Unit Price	Total
<i>Phase One - Artificial Reef Material Deployment (1)</i>						
1	Artificial Reef Material Deployed between 0 to 14 Miles		2500	Ton	\$64.75	\$ 161,875.00
2	Artificial Reef Material Deployed between 14 to 35 Miles		2000	Ton	\$74.75	\$ 149,500.00
<i>Phase Two - Artificial Reef Fabricated Structures (2)</i>						
3	8ft Modules		0	Ea.	\$2,630.00	\$ -
4	12ft Modules		0	Ea.	\$5,030.00	\$ -
<i>Additional Fabricated Structures (2)</i>						
5	Installation and Creation of Plaques		0	Ea.	\$250.00	\$ -
6	8ft Modules		0	Ea.	\$2,022.00	\$ -
7	8ft Modules		0	Ea.	\$2,016.00	\$ -
8	8ft Modules		0	Ea.	\$1,954.00	\$ -
9	12ft Modules		0	Ea.	\$3,441.00	\$ -
10	12ft Modules		0	Ea.	\$3,430.00	\$ -
11	12ft Modules		0	Ea.	\$3,322.00	\$ -
<i>Collection of C&D Material Beyond the 17 mile Range (3)</i>						
12	Zone A - 17 to 30 miles away from the Barge Staging Area		0	Ton	\$3.65	\$ -
13	Zone B - 30 to 40 miles away from the Barge Staging Area		0	Ton	\$9.43	\$ -
14	Zone C - 40 to 50 miles away from the Barge Staging Area		0	Ton	\$11.85	\$ -
Estimated Phase One Deployed Tonnage - Subject to Change						\$ 311,375.00
Stated Phase One amount will allow the creation of 9 reefs, deploying a total of approximately 4,500 tons, pursuant to the awarded BP Grant funds.						
Current BP Grant Dollar Amount as indicated in Article 4.1						\$ 313,650.00

END OF EXHIBIT B