

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the "First Amendment") to the Agreement dated 19 September, 2001 is made and entered into this 4th day of December, 2002 by and between the CITY OF NAPLES, a Florida municipal corporation (the "City"), and **E.B. Simmonds, Inc.** (the "Contractor").

W I T N E S S E T H

WHEREAS, the City and the Contractor entered into that certain Agreement dated September 19, 2001 (the "Original Agreement") for services associated with constructing signal and related facilities at the intersection of Park Shore Drive and Crayton Road; and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor may perform additional work 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 contract amount is hereby amended to provide additional compensation in the amount of \$25,330.09 for additional signal work and site work involving handicapped facilities more particularly described on attached Exhibit #1.
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.

ATTEST:

OWNER:

CITY OF NAPLES, FLORIDA,
a Municipal Corporation

By: _____
Tara A. Norman, City Clerk

By: _____
Kevin Rambosk, City Manager

Approved as to form
and legal sufficiency:

CONTRACTOR:

By: _____
Robert D. Pritt
City Attorney

By: _____
E.B. Simmonds, President
E.B. Simmonds Electrical, Inc

Witness for Contractor

(CORPORATE SEAL)

Witness for Contractor

EXHIBIT #1

FIRST AMENDMENT
TO
CITY CONTRACT WITH E.B.SIMMONDS
Nov2002

Description and cost estimate of additional work:

<u>DESCRIPTION</u>	<u>COST DATA</u>
Original Contract Amount	\$109,933.00
Additional Work:	
Signal Loop Replacements	\$ 1,145.00
Sidewalk Ramps & Replacements & misc handicapped facilities	\$ 24,185.09
Total	\$ 25,330.09 **
Amended Contract Amount	\$135,263.09 **

** Denotes 'not to exceed amount'