

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the "First Amendment") to the Agreement **dated 1 May, 2002** 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 **Warner Architects, 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 May 1, 2002 (the "Original Agreement") for services associated with **architectural design for the replacement and expansion of the Norris Community Center**; and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment to **adjust for the final parameters of the construction of the new Norris Community Center**.

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 1.1 (Initial Information) , Section 1.1.2.5.1 is hereby amended to reflect the revised City's overall budget for the Project, including the Architect's compensation to be \$1,950,000 +/- .**
3. **Article 1.1 (Initial Information) Section 1.1.2.5.2 is hereby amended to reflect the revised City's budget for the Cost of the Work, excluding the Architect's compensation to be \$1,813,500 +/- .**
4. **Article 1.1 (Initial Information) Section 1.1.2.6. is hereby amended to reflect the final completion date to be December 2003.**
5. **Article 1.5, (Compensation) Section 1.5.1 is hereby amended to reflect the revised fee for architectural services to be an amount not-to-exceed \$136,500.**

6. 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.

7. 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:
WARNER ARCHITECTS, INC.

By: _____
Robert D. Pritt
City Attorney

By: _____
(Signature of Owner/Agent)

Witness for Contractor

(CORPORATE SEAL)

Witness for Contractor