## FIRST AMENDMENT TO AGREEMENT

**THIS FIRST AMENDMENT** (the "First Amendment") to the Continuing Contract for Professional Services is made and entered into **this 7**<sup>th</sup> **day of April, 2004** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the "City"), and **American Consulting Engineers of Florida, LLC** (the "Consultant").

## WITNESSETH

**WHEREAS,** the City and the Consultant entered into that certain Continuing Contract for Professional Services, dated October 1, 2003 (the "Original Agreement") for **transportation engineering services** ('Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment to provide structural design services for the replacement of the Galleon Drive bridge, 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 scope of services shall be amended hereto and incorporated herein for the provision of structural design services for the replacement of the Galleon Drive bridge in the amount not-to-exceed \$76,118.00
- 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 Consultant have caused this First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

	<u>CITY:</u>
ATTEST:	CITY OF NAPLES, FLORIDA
By <u>:</u> Tara Norman, City Clerk	By: Dr. Robert E. Lee, City Manager
Approved as to form and legal sufficiency:	
By: Robert D. Pritt, City Attorney	
	AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC
	By:
Witness	Name:
	Title:

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