

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to the Continuing Contract for Surveying Services is made and entered into **this 19th day of May, 2004** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Wilson Miller, Inc.** (the “Consultant”).

WITNESSETH

WHEREAS, the City and the Consultant entered into that certain Continuing Contract for Surveying Services, dated October 1, 2003 (the “Original Agreement”) for **surveying services** (‘Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment to provide **Surveying and Title search services for the East Golden Gate Well Field Expansion Project**; and, 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 **surveying services of properties and easements in East Golden Gate, for a proposed raw water line extension, on an amount not-to-exceed \$9,000.00**
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.

CITY:

ATTEST:

CITY OF NAPLES, FLORIDA

By: _____
Tara Norman, City Clerk

By: _____
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

WILSON MILLER, INC.

Witness

By: _____

Name: _____

Title: _____



City of Naples
RFQ, 016- Q04
Continued

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Fee and Schedule

The surveying "Not-To-Exceed Fee" for the completion of the aforementioned scope items is **\$9000.00 (Fixed Fee / Lump Sum)**, which includes the cost of "Ownership and Encumbrance Reports". With estimated survey crew and support hours of **78** and an anticipated completion date of **20** working days after receipt of order to proceed.

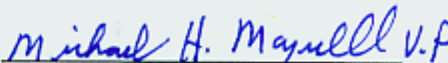
This proposal represents the understanding WilsonMiller has in respect to this project. If you have any questions or comments regarding this, please do not hesitate to contact me.

Sincerely,

WilsonMiller, Inc.



Drew. B. Beck, PSM
Project Manager



Michael. H. Maxwell, PSM
Vice President