

**SECOND AMENDMENT  
TO AGREEMENT**

**THIS SECOND AMENDMENT** (the “Second Amendment”) to Agreement is made and entered into this 3<sup>rd</sup> day of November, 2004 by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Warner Architects, Inc.** (the “Contractor”).

**WITNESSETH**

**WHEREAS**, the City and the Contractor entered into that certain Agreement **for services associated with architectural design for the replacement and expansion of the Norris Community Center** (the “Original Agreement”) for services associated with the City’s Community Services Department (Project’); and

**WHEREAS**, the parties desire to amend the Original Agreement by this Second Amendment so that the 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 Four, Compensation” shall be amended in accordance with Exhibit “A” attached hereto and incorporated herein for the provision of additional fees by the Contractor in the amount of **\$7,002.83 for additional architectural services for structural and lighting engineering and administration fee work (‘Project’)**.
3. The terms of this Second 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 Second Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Second 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 Second 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

**WARNER ARCHITECTS, INC.**

\_\_\_\_\_  
witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**WARNER ARCHITECTS**  
ARCHITECTURE · PLANNING · INTERIOR DESIGN

May 6, 2004

City of Naples  
Community Services Department  
280 Riverside Circle  
Naples, FL 34102

Re: Architectural Services - Norris Community Center

Invoice No. 315

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Estimated total fee	\$ 136,500.00
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Contract administration fee	\$ 13,650.00
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% complete	Amount
100%	13,650.00
Previously paid	4,095.00
<b>Amount due</b>	<b>9,555.00</b>

Reimbursible expenses:

Additional requested structural engineering	2,260.94
Additional requested lighting engineering	2,750.00
Coordination for above	450.00
Courier	40.00

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<b>TOTAL DUE</b>	<b>\$ 15,055.94</b>
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