

**FIRST AMENDMENT TO AGREEMENT
(CONSTRUCTION MANAGER-AT-RISK SERVICES)**

THIS FIRST AMENDMENT (the "First Amendment") to the Contract for Construction Manager-at-Risk Services is made and entered into this 13th day of **March, 2015** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **MANHATTAN CONSTRUCTION (FLORIDA), INCORPORATED**, a Florida Profit Corporation (the Consultant").

WHEREAS, the City and the Consultant entered into that certain Agreement to furnish Contract for Construction Manager-at-Risk Services, dated **March 4, 2015** (the "Original Agreement") (Reference Original Bid No. **RFQ 15-004** and Original Clerk Tracking No. **15-00023** for services associated with **Construction Manager at Risk Pier Renovation Project: First Amendment: Adding Retainage verbiage to Exhibit B** ('Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Consultant will be provided 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. Exhibit B Basis of Compensation
Add: **Retainage: 10% Retainage will apply for the duration of this Agreement and its pay requests.**
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.

ATTEST:

By: Patricia L. Rambosk
Patricia L. Rambosk, City Clerk

CITY:

CITY OF NAPLES, FLORIDA

By: A. William Moss
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: Robert D. Pritt
Robert D. Pritt, City Attorney

MANHATTAN CONSTRUCTION (FL), INC.
3705-1 Westview Drive
Naples, Florida 34104
Attention: **Gordon Knapp**, Senior Vice President
FEI/EIN Number: On File
A Florida Profit Corporation

By: Gordon Knapp
(Signature)

Printed Name: GORDON KNAPP

Title: SR VICE PRESIDENT

Mary Stein
Witness (Signature)

Printed Name: MARY STEIN