

**FIRST AMENDMENT TO
STORM SEWER REPIAR AND MAINTENANCE AGREEMENT**

THIS FIRST AMENDMENT (the "First Amendment") to Storm Sewer Repair and Maintenance Agreement dated October 17, 2001 is made and entered into this 19th day of June, 2002 by and between the CITY OF NAPLES, a Florida municipal corporation (the "City"), and **Kyle Construction, 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 October 17, 2001 (the "Original Agreement") for swale and underdrain improvements throughout the City of Naples for the Development Services Department; and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor will provide additional underdrain improvements 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 is hereby amended to provide for additional compensation of a not-to-exceed amount of \$100,000 from date of this amendment for the purpose of installing storm drain improvements on various streets in accordance with the low bid received September 11, 2001.
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.

5. 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:

By: _____
Robert D. Pritt, City Attorney

By: _____
(Signature of Owner/Agent)

Witness for Contractor

Witness for Contractor