

**FIRST AMENDMENT  
TO AGREEMENT**

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

**WITNESSETH**

**WHEREAS**, the City and the Contractor entered into that certain Agreement to furnish underground utility services dated December 3, 2003 (the “Original Agreement”) for the City’s Construction Management Department for services associated with the Norris Center Project (‘Project’); and

**WHEREAS**, the parties desire to amend the Original Agreement by this First 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 **\$4,632.00 for additional materials not identified in the original proposal for the ‘Project’**.
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 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.

**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

**KYLE CONSTRUCTION, INC.**

\_\_\_\_\_  
witness

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

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

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

# KYLE CONSTRUCTION, INC.

3636 PROSPECT AVE.

NAPLES, FL 34104

Ph: 643-7059

Fax: 643-4679

## INVOICE

DATE	INVOICE NO.
1/21/2004	24-006B

BILL TO
CITY OF NAPLES ACCOUNTS PAYABLE 735 EIGHTH STREET S. NAPLES, FL 34102

PROJECT	P.O.#
NORRIS COMMUN...	036743

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
14	2" PVC CONDUIT	10	LF	10.00	100.00
	CHANGES TO QUANTITIES:				
9	8" PVC DR 35	56	LF	22.00	1,232.00
10	6" PVC	-5	LF	20.00	-100.00
11	6" CLEANOUT	1	EA	200.00	200.00
13	INLET YARD DRAIN	2	EA	1,200.00	2,400.00
14	2" PVC CONDUIT	80	LF	10.00	800.00
<b>Total</b>					<b>\$4,632.00</b>