

**SECOND AMENDMENT
TO AGREEMENT**

THIS SECOND AMENDMENT (the “Second Amendment”) to Agreement is made and entered into this 16th day of June, 2004 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 **to install under-drain improvements in various streets throughout the City identified as having continuous standing water in the swale areas during periods of high ground water, but particularly on certain areas of Old Naples where ground elevation is low** (the “Original Agreement”) for the City’s Construction Management Department for services associated with the Stormwater Master Plan (‘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 **not to exceed \$250,000.00 for additional swale and underdrain improvements (‘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

KYLE CONSTRUCTION, INC.

witness

By: _____

Name: _____

Title: _____

STORM WATER DEPARTMENT
SWALE AND UNDERDRAIN IMPROVEMENTS
 May 2004

The following swale and underdrain projects have been identified for the correction of drainage problems associated with standing water, flooded yards, blocked swales, inadequate drainage outfalls, water quality treatment, etc.

<u>PROJECT/LOCATION/IMPROVEMENT</u>	<u>COST ESTIMATE</u>
1. Swale excavation, underdrain installation and pipe placements along Murex Lane, both north and south of Banyan Boulevard:	\$25,000
2. Underdrain replacement in vicinity of 4022 Belair Lane:	\$10,000
3. Underdrain installation in vicinity of 6 th Ave. S. & 10 th Street South:	\$6,000
4. Underdrain installation w/slotted drainpipe on 6 th Avenue South:	\$7,500
5. Underdrain installation in vicinity of 2200 South Winds Dr.:	\$15,000
6. Crayton Road outfall pipe repairs/replacement:	\$55,000
7. Galleon Drive swale restoration:	\$15,000
8. Outfall pipe repair & gate installation on 17 th Avenue South:	\$7,500
9. Swale restoration in vicinity of 8 th Street South & 18 th Ave. S.:	\$5,000
10. Outfall pipe repairs in Moorings (6 locations):	\$45,000
11. Underdrain installation in vicinity of 3 rd Ave. N. & Gulf Shore Boulevard:	\$4,500
12. Underdrain along 13 th Avenue South vicinity of 8 th Street:	\$4,500
13. Storm pipe extension @ 10 th Street & 10 th Street:	\$5,000
14. Underdrain installation on Binnacle between Anchor @ Riviera:	\$15,000
15. Underdrain installation vicinity of Lantern, Short & Galleon:	\$15,000
16. Storm pipe and underdrain for Southwinds Drive:	\$15,000
TOTAL ESTIMATED COST:	\$250,000