

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to Agreement is made and entered into this 20th day of September, 2006 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 Professional Services dated **March 2, 2005 (Resolution # 10763)** (the “Original Agreement”) to **provide services related to the City’s Storm Drain and Under-drain Improvements Program**(‘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. The scope of services shall be amended in accordance with Exhibit “A” attached hereto and incorporated herein for the provision of **additional storm drain and under-drain services** by the Contractor **for an additional amount of \$157,000.00 for FY 2005/06 and for the additional final renewal for FY 2006-07 in an amount not-to-exceed \$650,000.00** (‘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: _____

Amendment to agreement

KYLE CONSTRUCTION, INC.

3636 PROSPECT AVE NAPLES, FL 34104 Ph:643-7059 Fax:643-4679

CITY OF NAPLES REPAIRS

JOB:

DATE:

EQUIPMENT & LABOR	HOURS	HOURS	HOURS	HOURS	TOTAL HOURS	RATE	TOTAL
JD 80 EXCAVATOR					0	\$ 80.00	\$ -
JD 190 W/HAMMER					0	\$ 90.00	\$ -
215 TRACK EXCAVATOR					0	\$ 120.00	\$ -
JD 35 EXCAVATOR					0	\$ 65.00	\$ -
416 TRACTOR BACKHOE					0	\$ 60.00	\$ -
JD 324 LOADER					0	\$ 70.00	\$ -
BROOM TRACTOR					0	\$ 35.00	\$ -
VIBRATORY ROLLER					0	\$ 45.00	\$ -
AIR COMPRES W/HAMMERS/DAY					0	\$ 120.00	\$ -
WELL POINT SYSTEM PER DAY					0	\$ 250.00	\$ -
6" HYDRAULIC PUMP PER DAY					0	\$ 250.00	\$ -
12" HYDRAULIC PUMP PER DAY					0	\$ 400.00	\$ -
TRI AXLE DUMP TRUCK					0	\$ 85.00	\$ -
50 TON LOWBOY					0	\$ 71.50	\$ -
MOBILIZATION					0	\$ 250.00	\$ -
SUPERVISOR & TRUCK					0	\$ 50.00	\$ -
FOREMAN & TRUCK					0	\$ 75.00	\$ -
SKILLED LABOR					0	\$ 32.00	\$ -
TOTAL EQUIP/LABOR							\$ -
MATERIAL: COST PLUS 10%							
					QTY	UNIT	PRICE
#57 ROCK						TN	
LIMEROCK						TN	
HYDRAULIC CEMENT						EA	
DUMPSTER						EA	
ASPHALT						TN	
NEW INLET						LS	
CURBS						LS	
FLOWABLE FILL						CY	
SOD - FLORATAM						PAL	
ASPHALT							
TOTAL MATERIAL							
GRAND TOTAL							\$0.00

IN AN AMOUNT OF \$157,000.00

KYLE CONSTRUCTION SCOPE OF SERVICES SUMMARY

Kyle Construction. will provide the following services for the City Stormdrain and Underdrain Improvement Program:

The Program consists of a number of small projects involving the re-establishment of swales for street drainage, the installation of underdrains for minimizing standing water conditions, re-construction of drainage structures, replacement of culvert piping and the inspection/cleaning/lining/replacement of outfall pipes. The location and scope of each project will be identified by the City and provided to the Contractor. Upon appropriate site inspections and meetings of the City and Contractor to review work activities for each project and unit cost data, the City will issue a 'notice to proceed' and upon receipt the Contractor shall implement the project to include providing a schedule for completion prior to the start of work on each project.