

**SECOND AMENDMENT
TO AGREEMENT**

THIS SECOND AMENDMENT (the “Second Amendment”) to Agreement is made and entered into this **15th day of November , 2006** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Douglas N. Higgins, Inc.** (the “Contractor”).

W I T N E S S E T H

WHEREAS, the City and the Contractor entered into that certain **Agreement for site improvements at Fleischmann Park, dated June 15, 2005** (the “Original Agreement”) 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. The scope of services shall be amended in accordance with Exhibit “A” attached hereto and incorporated herein for the provision of additional services by the Consultant **in the amount up to \$176,980.70 for additional improvements in Fleischmann Park (‘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

DOUGLAS N. HIGGINS, INC.

witness

By: _____

Name: _____

Title: _____

Amendment to agreement

1.	Replace sand concrete endwall of the storm drainage culverts to solid concrete.	\$13,005.00
2.	Additional mitered end drainage pipes at the corner of Fleischmann Blvd. and Goodlette Road to manage Fleischmann Blvd. roadway storm water.	\$11,369.00
	Modification and addition of storm drainage pipes in the park.	\$13,118.00
	Move drainage structure to optimum location	\$ 875.00
	Additional line striping for the cross walks from the Coastland Mall to park.	\$ 2,871.00
	Modification of four drainage structures and relocation of unknown lines.	\$10,500.00
	Additional surveying for adjusted swales and Cadd costs.	<u>\$ 6,675.00</u>
		\$45,408.00
3.	Directional bore to Goodlette Road medians to supply reuse irrigation	\$ 6,600.00
	Remove additional fencing and plants and dispose.	\$ 5,250.00
	Regrade for additional concrete pads at community center and raise telephone, cable and power boxes around the concession building.	\$ 3,062.50
	Additional curb cut & handicap ramp and relocation of RCP pipe.	\$ 6,182.00
	Misc. detailed items to complete scope of work.	<u>\$ 4,975.00</u>
		\$26,069.50
4.	Additional paving, reconfiguring asphalt around the concession building.	\$ 6,500.00
5.	Three material storage slabs, divider wall, grading and concrete access.	\$32,000.00
6.	Utility easement survey for FPL underground service to future community Center.	\$ 1,100.00
7.	Additional irrigation for areas not previously irrigated and reconfigure the existing irrigation controllers and new computer controller for Maxicom communication with the central irrigation control computer.	<u>\$20,147.30</u>
	TOTAL PROJECT CHANGE ORDERS:	\$144,229.80
AMENDMENT TO CONTRACT:		
	Material quantity increases	\$ 32,750.90
	Change Orders	<u>\$144,229.80</u>
		\$176,980.70

DOUGLAS N. HIGGINS, INC.

_____ witness

By: _____

Name: _____

Title: _____