

**SECOND AMENDMENT
TO AGREEMENT**

THIS SECOND AMENDMENT (the “Second Amendment”) to Agreement is made and entered into this 13th day of June, 2007 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 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 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 **improvements to stormwater basin III, in an amount not-to-exceed \$151,890.00** (‘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: _____

KYLE CONSTRUCTION, INC.
 3636 PROSPECT AVE.
 NAPLES, FL 34104
 Ph: 643-7059
 Fax: 643-4679

PROPOSAL

DATE
5/21/2007

NAME / ADDRESS
CITY OF NAPLES

PROJECT
BOX CULVERT EAST & WEST LAKE

ITEM	DESCRIPTION	QTY	UNIT	COST	TOTAL
1	<p>SUPPLY & INSTALL 80 LF OF 6' x 2' BOX CULVERT WITH 10' WING WALLS. TOP SLAB WILL BE 14" THICK FOR TRAFFIC LOAD.</p> <p>PRICE WILL INCLUDE ALL LABOR, EQUIPMENT, DEWATERING, TRAFFIC CONTROL, ASPHALT REPAIR, LOWERING OF WATERMAIN, REPLACE SANITARY SEWER WITH DUCTILE IRON PIPE, CLEANING OUT AREA IN FRONT OF BOX CULVERT.</p> <p>PRICE DOES NOT INCLUDE: ENGINEERING FEES, PERMITS, LAYOUT OR ASBUILTS.</p>	1	LS	151,890.00	151,890.00
Total					\$151,890.00

EXHIBIT A PAGE 1