

**THIRD AMENDMENT
TO AGREEMENT**

THIS THIRD AMENDMENT (the “Third Amendment”) to Agreement is made and entered into this 5th day of September, 2007 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 Third 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 **replacement of two valves at the wastewater treatment plant in the amount of \$82,814.64** (‘Project’).
3. The terms of this Third 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 Third Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Third 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 Third 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.
6/13/2007	2007-066

BILL TO
CITY OF NAPLES FINANCE DEPT. 735 EIGHTH STREET S. NAPLES, FL 34102

PROJECT	P.O.#	W.O.#
A-STORM REPAIRS	041080	

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
1	REPAIR VALVE @ SEWER TREATMENT PLANT AS PER ATTACHED.	1	LS	82,814.64	82,814.64

Total	\$82,814.64
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Handwritten signature and date: 6/13/07

KYLE CONSTRUCTION, INC.

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

CITY OF NAPLES REPAIRS

JOB: SEWER TREATMENT PLANT

REPAIR VALVE

DATE: MAY 7 - 23, 2007

	7-May		8-May		9-May		10-May		11-May		11-May		21-May		22-May		23-May		TOTAL HOURS	RATE	TOTAL
	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS			
EQUIPMENT & LABOR																					
215 TRACK EXCAVATOR	10																		76.5	\$ 120.00	\$ 9,180.00
JD 35 EXCAVATOR																			0	\$ 65.00	\$ -
416 TRACTOR BACKHOE																			0	\$ 60.00	\$ -
JD 324 LOADER	10																		76.5	\$ 70.00	\$ 5,355.00
BROOM TRACTOR																			0	\$ 35.00	\$ -
6" HYDRAULIC PUMP PER DAY	2	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	12	\$ 250.00	\$ 3,000.00
12" HYDRAULIC PUMP PER DAY																			0	\$ 400.00	\$ -
TRI AXLE DUMP TRUCK	7	4																	19	\$ 86.00	\$ 1,615.00
50 TON LOWBOY																			0	\$ 71.50	\$ -
MOBILIZATION	1																		1	\$ 250.00	\$ 250.00
SUPERVISOR & TRUCK	8	4	4	2	4	2	2	2	2	2	2	2	2	2	2	2	2	2	27	\$ 50.00	\$ 1,350.00
FOREMAN & TRUCK	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	76.5	\$ 75.00	\$ 5,737.50
SKILLED LABOR	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	202.5	\$ 32.00	\$ 6,480.00
TOTAL EQUIP/LABOR																					\$ 32,967.50

MATERIAL: COST PLUS 10%

	QTY	UNIT	PRICE	TOTAL
DIVER	1	LS	\$577.50	\$577.50
CRANE	1	LS	\$2073.50	\$2073.50
WELDING	1	LS	\$660.00	\$660.00
#57 STONE	59	TN	\$20.20	\$1191.80
LINE STOP	1	LS	\$27500.00	\$27500.00
24" VALVE & MATERIAL	1	LS	\$15741.46	\$15741.46
30" RUBBERS & BOLTS	1	LS	\$752.07	\$752.07
CONCRETE	1	LS	\$1350.81	\$1350.81

TOTAL MATERIAL

\$49847.14

GRAND TOTAL

\$82814.64