

**FIRST AMENDMENT
TO CONSTRUCTION AGREEMENT**
Clerk Tracking No. 16-00094

THIS FIRST AMENDMENT (the "First Amendment") to the Contract for Services is made and entered into this 14th day of June 2016 by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **KYLE CONSTRUCTION, INCORPORATED**, a Florida Profit Corporation (the "Contractor").

WITNESSETH

WHEREAS, the City and the Contractor entered into that certain Agreement on March 4, 2015; **Bid No. 15-020 and Clerk Tracking No. 15-00024** (the "Original Agreement") to furnish **Royal Harbor Water-System Improvements – Phase 2 and 3** (the '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. "Article Three, Time" shall be amended to **August 1, 2016** for the provision of additional time the Contractor will have for the completion and close out of the Project: **Royal Harbor Water-System Improvements – Phase 2 and 3**.
3. "Article Four, Compensation" shall be amended for the provision of additional fees for City of Naples **Royal Harbor Water-System Improvements – Phase 2 and 3 Services** by the Contractor in the amount of \$18,061 as indicated in **Attachment A-1** with is attached and made a part of this Agreement.
4. 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.

5. 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.

ATTEST:

By: Patricia L. Rambosk
Patricia L. Rambosk, City Clerk



CITY:

CITY OF NAPLES, FLORIDA

By: A. William Moss
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: Robert D. Pritt
Robert D. Pritt, City Attorney

CONTRACTOR:

KYLE CONSTRUCTION, INCORPORATED

3636 Prospect Avenue

Naples, Florida 34104

Att: Charles Abraham, Vice President

FEI/EIN Number: On File (FL)

By: [Signature]
Witness (Signature)

Printed
Name: Kyle Abraham

By: [Signature]
(Signature)

Printed
Name: Charles Abraham

Title: Vice President

Amendment to agreement

KYLE CONSTRUCTION, INC.**PROPOSAL**

3636 PROSPECT AVENUE

NAPLES, FL 34104

Ph: 643-7059

Fax: 643-4679

DATE

5/23/16

JOB NAME

ROYAL HARBOR PHASE

2/3

NAME/ADDRESS

CITY OF NAPLES
ATTN: ALLYSON HOLLAND

ITEM	DESCRIPTION	QTY	UNIT	COST	TOTAL
1	INSTALL 8" PVC INSTEAD OF 4" PVC ON OSPREY AND PELICAN AVE (WD #6)	1	LS	\$3,371.00	\$3,371.00
2	CURLEW AVE: INSTALL TEE & VALVE FOR FIRE SERVICE, RELOCATE METERS (WD #7)	1	LS	\$9,250.00	\$9,250.00
3	DRIVEWAY, SOD, AND IRRIGATION REPAIRS ON OSPREY (WD #8)	1	LS	\$5,440.00	\$5,440.00
TOTAL PROPOSAL:				\$18,061.00	

PRICE INCLUDES: ALL LABOR, EQUIPMENT, & MATERIAL.