

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to Agreement is made and entered into this 2nd day of June, 2004 by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Bonness, 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 **roadway overlay, street and alley construction, roadway capital improvement projects and miscellaneous concrete work**, (the “Original Agreement”) for services associated with the Gateway Project Extension (‘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 Four, Compensation” shall be amended in accordance with Exhibit “A” attached hereto and incorporated herein for the provision of additional fees by the Contractor in the amount not to exceed **\$216,903.96 for reconstruction of medians on US 41 not funded in the original proposal for the ‘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

BONNESS, INC.

witness

By: _____

Name: _____

Title: _____



BONNESS INC.
Paving and Streetwork Contractors

1990 Seward Avenue
Naples, Florida 34109
(239) 597-6221
(239) 597-7416 Fax
email: info@bonnessinc.com

Proposal 4/27/2004

Submitted To: City Of Naples
Address: 295 Riverside Circle
Naples, FL 34102

Contact: Brad Hefner
Phone: (239) 213-7120 Fax: (239) 213-6010

Bid Title: US41 STREETSCAPE - MEDIAN MODIFICATION

Bid Number:
Project Location: 7Th Ave N. To Goodlette (US41)
Project City, State: Naples, FL

Engineer/Architect:

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Mobilization	1.00	LS	\$12,785.41	\$12,785.41
02	Maintenance Of Traffic	1.00	LS	\$14,901.25	\$14,901.25
03	Remove Existing Separator	2,200.00	SY	\$20.54	\$45,188.00
04	Excavation	320.00	CY	\$63.54	\$20,332.80
06	Top Soil	470.00	CY	\$38.05	\$17,883.50
06	Type "D" Curb (W/ 20 Bullnose)	2,800.00	LF	\$11.21	\$31,388.00
07	Type "F" Curb	200.00	LF	\$9.05	\$1,810.00
08	Type "B" Curb (W/ 11 Bullnose)	3,800.00	LF	\$9.54	\$36,252.00
09	Brick Pavers W/ 4" Limerock Base	3,100.00	SF	\$11.73	\$36,363.00
				Total Bid Price:	\$216,903.96

- Notes:**
- * Subject to prompt acceptance within 30 days and to all conditions stipulated on the reverse side, we agree to furnish materials and labor at the price(s) set forth above.
 - * Permits, fees, layout, survey, asbuilts and testing by others.
 - * Removal and/or replacement of unsuitable materials (i.e. rock and/or muck) below grade is not included.
 - * Proposal based on the plans by A. Gail Boorman & Assoc sheets LAC, LA-1 thru LA-20, IR-1 thru IR-10 dated 5/14/2003. AND Break down analysis given by Brad Hefner.
 - * Variable Message Sign not included in MOT cost.
 - * Sign removal is included. Replacement by others.
 - * THIS IS A UNIT PRICE PROPOSAL.
 - * Blank Utility Casings not included.
 - * Landscaping, sod and seed by others.
 - * Bricks standard City of Naples shape & Color.

Payment Terms: Payment due within 30 days of date of invoice, regardless of when payment is made by Owner

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer _____

Signature _____

Date of Acceptance _____

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CONFIRMED:

Bonness Inc.

Authorized Signature: 

Estimator: Vic Blasucci

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples and their Engineer must be named as **Additional Insured** on the insurance certificate **and the following must also be stated on the certificate.** "These coverages are primary to all other coverages the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. **The Certificate Holder shall read as follows:**

**The City of Naples
735 Eighth Street South
Naples, Florida 34102**

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

Thirty (30) days cancellation notice required.

The Certificate must state the bid number and title.

When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company"