

**SECOND AMENDMENT
TO AGREEMENT**

THIS SECOND AMENDMENT (the “Second Amendment”) to Agreement is made and entered into this 16th 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 on an annual basis (the “Original Agreement”) for services associated with the Construction Management Department (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. “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 **\$655,455.11 for roadway improvements on 10th Street South between US 41 and Central Avenue not funded in the original proposal for the ‘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

BONNESS, INC.

witness

By: _____

Name: _____

Title: _____


BONNESS INC.
Paving and Stormwater Construction

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

Proposal 5/12/2004

Submitted To:	City Of Naples Engineering Division	Bid Title:	10Th Street S. Between US41 & Central Street Project
Address:	Accounts Payable 735 Eighth Street South Naples, FL 34102	Bid Number:	
Contact:	John Katula	Project Location:	10Th Street S.
Phone:	(239)-434-4763 Fax: (239) 434-5359	Project City, State:	Naples, FL.
		Engineer/Architect:	City Of Naples Engineering

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
101-1	MOBILIZATION	1.00	LS	\$64,952.91	\$64,952.91
102-0	Provide Construction Survey Layout	1.00	LS	\$19,755.88	\$19,755.88
102-1	MAINTENANCE OF TRAFFIC	1.00	LS	\$26,537.91	\$26,537.91
102-10	Special Duty Enforcement Officers	500.00	MH	\$41.96	\$20,980.00
110-2	Saw-Cut Pavement	2,450.00	LF	\$2.82	\$6,909.00
110-4-1	Remove Asphalt Pavement	1,110.00	SY	\$16.99	\$18,858.90
110-4-2	Remove Concrete Curb & Gutter	2,025.00	LF	\$16.29	\$32,987.25
110-4-3	Remove Concrete Walk	1,400.00	SY	\$13.22	\$18,508.00
120-1	EXCAVATION REGULAR	400.00	CY	\$28.02	\$11,208.00
121	FLOWABLE FILL	100.00	CY	\$175.33	\$17,533.00
162- 2	Top Soil (Select Off-Site Material)	600.00	CY	\$23.35	\$14,010.00
162-3	Finish Soil Layer & Grading	4,440.00	SY	\$5.52	\$24,508.80
210-1	Limerock Base (6")	650.00	SY	\$5.67	\$3,685.50
210-1-2	Limerock Base (8")	170.00	SY	\$6.57	\$1,116.90
327- 70-6	1 1/2" Asphalt Milling	7,000.00	SY	\$1.67	\$11,690.00
331-7-14	Asphalt Conc. Type S (1 1/2" Overlay W/Tack)	8,300.00	SY	\$5.89	\$48,887.00
425-1-210	Curb Inlet Type P-9	5.00	EACH	\$5,080.08	\$25,400.40
425-1-211	Curb Inlet Type P-10	5.00	EACH	\$6,773.45	\$33,867.25
425-72	Modify Inlet Tops	9.00	EACH	\$2,032.03	\$18,288.27
430-11-321	12" RCP (CL-V)	350.00	LF	\$79.02	\$27,657.00
425-5	Adjust M.H. Or C.B. Frame & Cover	6.00	EACH	\$237.98	\$1,427.88
425-6	VALVE BOXES (ADJUST)	4.00	EACH	\$131.65	\$526.60
520- 1- 10	CURB & GUTTER CONC (TYPE F)	1,900.00	LF	\$6.92	\$13,148.00
520- 2- 4	CURB CONC (TYPE D)	1,340.00	LF	\$6.66	\$8,924.40
520-3	Concrete Valley Gutter (2')	1,250.00	LF	\$6.51	\$8,137.50
522-1-3	SIDEWALK CONC (4" THICK)	10,450.00	SF	\$7.03	\$73,463.50
522-2-3	SIDEWALK CONC (6" THICK) At Turnouts	1,500.00	SF	\$8.35	\$12,525.00
526- 70- 1	BRICK PAVERS (ROADWAY W/ Concrete Base & Band)	5,800.00	SF	\$8.96	\$51,968.00
526- 70- 2	BRICK PAVERS (SIDEWALK W/ Limerock Base)	5,500.00	SY	\$4.66	\$25,630.00
526- 70- 3	ADA Pavers At Drop Curb Ramps	450.00	SY	\$9.49	\$4,270.50
580-332- 2	TREE REMOVAL	12.00	EACH	\$195.29	\$2,343.48
700- 40- 1	SIGN SINGLE POST (LESS THAN 12)	2.00	EACH	\$225.78	\$451.56
700- 46- 21	SIGN EXISTING (RELOCATE) (SINGLE POST)	9.00	EACH	\$28.22	\$253.98
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	102.00	EACH	\$3.95	\$402.90
710- 26	Misc. Painted Curb (Y)	700.00	LF	\$1.13	\$791.00

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Paving and Stenwork Contractors

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

710-30	REFLECTIVE PAINT (ISLAND NOSE) (YELLOW)	65.00	SY	\$0.85	\$55.25
711-4	DIRECTIONAL ARROWS THERMOPLASTIC	16.00	EACH	\$62.09	\$993.44
711-6-2	24" Solid Stop Bar, Thermo. (W)	170.00	LF	\$2.82	\$479.40
711-35	6" Solid Traffic Stripe, Thermo. (W)	1,405.00	LF	\$0.45	\$632.25
711-36-1	6" Solid Traffic Stripe, Thermo. (Y)	400.00	LF	\$0.45	\$180.00
711-36-2	6" Solid Traffic Stripe, Thermo. (Y) (DBL.)	1,665.00	LF	\$0.90	\$1,498.50
				Total Bid Price:	\$655,445.11

- Notes:**
- * This is a unit price proposal.
 - * 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.
 - * A ONE TIME final grade has been included. Final grade does not include the raking or removal of other trades debris or regrading after trenching by others has been performed; I.E. UTS, FPL, cable or irrigation.
 - * Permits, fees and testing by others.
 - * Removal and/or replacement of unsuitable materials (I.e. rock and/or muck) below grade is not included.
 - * Irrigation system by others.
 - * Landscaping, sod and seed by others.

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: John Jenkins