

**THIRD AMENDMENT
TO AGREEMENT**

THIS THIRD AMENDMENT (the “Third Amendment”) to Agreement is made and entered into this 15TH day of September, 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 **to provide overlay, street and alley construction, roadway improvements 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 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. “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 of \$200,000.00 for road overlay and miscellaneous street repairs(‘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

BONNESS, INC.

witness

By: _____

Name: _____

Title: _____

**2004 ROAD OVERLAY PROGRAM
(Completed)**

6th Street N. - Central/4th.	\$ 32,000.00
7th Street N. - 4th/South Golf	\$ 41,600.00
Murex Drive - Banyan/Yucca	\$ 4,000.00
Murex Lane - Murex/Orchid	\$ 8,000.00
Crayton Road - Mooring Line/Banyan	\$ 54,000.00
Binnicle Drive - Anchor/Harbour	\$ 42,000.00
GSBN - Horizon/Park Shore	\$ 70,000.00
GSBN - Park Shore/Seagate	\$ 100,000.00
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	\$ 351,600.00

**2004 ROAD OVERLAY PROGRAM
(Remaining)**

Cove Lane	\$ 24,000.00
12th Ave S. - 3rd./4th Streets	\$ 11,250.00
13th Ave S. - 3rd/4th Streets	\$ 11,250.00
Dolphin Lane & Court	\$ 9,200.00
11th Ave S. - 3rd/8th Streets	\$ 23,000.00
Park Street - 5th Ave Alley/8th	\$ 19,200.00
Broad Ave 2nd. - 3rd.	\$ 11,250.00
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	\$ 109,150.00

Plus requested alley work, road repairs and miscellaneous concrete and asphalt maintenance.