

**FIFTH AMENDMENT  
TO AGREEMENT**

**THIS FIFTH AMENDMENT** (the “FIFTH Amendment”) to Agreement is made and entered into this 15<sup>th</sup> day of June, 2005 by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Bonness, Inc.** (the “Contractor”).

**WITNESSETH**

**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 Fifth 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 **\$44,866.67 for roadway improvements on 10<sup>th</sup> Street South Between U.S. 41 and Central Avenue (‘Project’)**.
3. The terms of this Fifth 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 Fifth Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Fifth 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 Fifth 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: \_\_\_\_\_

CHANGE ORDER		1						
BID NO.	CIP 00C12							
CONTRACTOR	BONNESS, INC.							
CONTRACT AMT.	\$655,445.11							
<b>10TH STREET SOUTH CHANGE ORDER NUMBER 1</b>								
<b>QUANTITY OVER/UNDERRUNS</b>								
Bid Item	Description	Units	Bid Quantity	Quantity Adjust	Revised Quantity	Unit Price	Dollar Adjust	Total Dollars
101-1	Mobilization -	LS	1	0	1	\$64,952.91	\$0.00	\$64,952.91
102-0	Constr Survey/Layout	LS	1	0	1	\$19,755.88	\$0.00	\$19,755.88
102-1	Maintenance of Traffic	LS	1	0	1	\$26,537.91	\$0.00	\$26,537.91
102-10	Special Duty Officers	MH	500	-500	0	\$41.96	(\$20,980.00)	\$0.00
110-2	Saw-Cut Pavement	LF	2450	3843	6293	\$2.82	\$10,837.26	\$17,746.26
110-4-1	Remove Asph. Pavement	SY	1110	954	2064	\$16.99	\$16,208.46	\$35,067.36
110-4-2	Remove Conc. Curb & Gutter	LF	2025	1215	3240	\$16.29	\$19,792.35	\$52,779.60
110-4-3	Remove Conc. Walk	SY	1400	794	2194	\$13.22	\$10,496.68	\$29,004.68
120-1	Excavation Regular	CY	400	537	937	\$28.02	\$15,046.74	\$26,254.74
121	Flowable Fill	CY	100	-24	76	\$175.33	(\$4,207.92)	\$13,325.08
162-2	Topsoil	CY	600	125	725	\$23.35	\$2,918.75	\$16,928.75
162-3	Finish Grading	SY	4440	-1202	3238	\$5.52	(\$6,635.04)	\$17,873.76
210-1	Limerock Base 6"	SY	650	230	880	\$5.67	\$1,304.10	\$4,989.60
210-1-2	Limerock Base 8"	SY	170	-62	108	\$6.57	(\$407.34)	\$709.56
327-70-6	1.5" Asph Milling	SY	7000	414	7414	\$1.67	\$691.38	\$12,381.38
331-7-14	1.5" Asph Overlay	SY	8300	576	8876	\$5.89	\$3,392.64	\$52,279.64



425-1-210	Curb Inlet Ty P-9	EA	5	-1	4	\$5,080.08	(\$5,080.08)	\$20,320.32
425-1-211	Curb Inlet Ty P-10	EA	5	-2	3	\$6,773.45	(\$13,546.90)	\$20,320.35
425-72	Modify Inlet Tops	EA	9	0	9	\$2,032.03	\$0.00	\$18,288.27
430-11-321	12" RCP (CL-V)	LF	350	-138	212	\$79.02	(\$10,904.76)	\$16,752.24
425-5	Adj. MH/CB	EA	6	0	6	\$237.98	\$0.00	\$1,427.88
425-6	Adj. Valve Box	EA	4	3	7	\$131.65	\$394.95	\$921.55
520-1-10	Conc. C&G Ty F	LF	1900	63	1963	\$6.92	\$435.96	\$13,583.96
520-2-4	Conc Curb Ty D	LF	1340	741	2081	\$6.66	\$4,935.06	\$13,859.46
520-3	Conc Valley Gutter	LF	1250	508	1758	\$6.51	\$3,307.08	\$11,444.58
522-1-3	Conc. Walk 4"	SF	10450	3300	13750	\$7.03	\$23,199.00	\$96,662.50
522-2-3	Conc Walk 6"	SF	1500	-346	1154	\$8.35	(\$2,889.10)	\$9,635.90
526-70-1	Rdwy Brick w/ Base And Bands	SF	5800	-2952	2848	\$8.96	(\$26,449.92)	\$25,518.08
526-70-2	Sidewalk Brick w/ 4" LR Base	SF	5500	941	6441	\$4.66	\$4,385.06	\$30,015.06
526-70-3	ADA Pavers at Ramps	SF	450	-174	276	\$9.49	(\$1,651.26)	\$2,619.24
580-332-2	Tree Removal	EA	12	21	33	\$195.29	\$4,101.09	\$6,444.57
700-40-1	Sign Single Post	AS	2	-2	0	\$225.78	(\$451.56)	\$0.00
700-46-21	Sign Exist. - Rem. Or Relocate	AS	9	-9	0	\$28.22	(\$253.98)	\$0.00
706-3	Refl Pavement Markers	EA	102	-102	0	\$3.95	(\$402.90)	\$0.00
710-26	Misc. Painted Curb	LF	700	-700	0	\$1.13	(\$791.00)	\$0.00
710-30	Misc. Painted Isl Nose	SF	65	-65	0	\$0.85	(\$55.25)	\$0.00
711-4	Sym. Dir Arrows	EA	16	-16	0	\$62.09	(\$993.44)	\$0.00

711-6-2	24" Stop Bar	LF	170	-170	0	\$2.82	(\$479.40)	\$0.00
711-35	6" Traffic Stripe (W)	LF	1405	-1405	0	\$0.45	(\$632.25)	\$0.00
711-36-1	6" Traffic Stripe(Y)	LF	400	-400	0	\$0.45	(\$180.00)	\$0.00
711-36-2	6" Traffic Stripe (Y) DBL	LF	1665	-1665	0	\$0.90	(\$1,498.50)	\$0.00
999-9	Material Adjustment	LS	0	7799.41	7799.41	\$1.00	\$7,799.41	\$7,799.41
160-4	Ty B Stabilization	SY	0	1622	1622.00	\$2.84	\$4,606.48	\$4,606.48
999-9A	Stored Mat'l - Kyle	LS	0	1	1.00	\$8,146.32	\$8,146.32	\$8,146.32
999-9B	Stored Mat'l - Keystone	LS	0	1358.5	1358.50	\$1.00	\$1,358.50	\$1,358.50
	TOTAL EARNED TO DATE							\$700,311.78
	TOTAL CHANGE AMOUNT						\$44,866.67	