

**SECOND AMENDMENT
TO AGREEMENT**

THIS SECOND AMENDMENT (the “Second Amendment”) to Agreement is made and entered into this **5th day of October, 2005** 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 improvement projects and miscellaneous concrete work on an annual basis**(the “Original Agreement”) **for services associates 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 \$181,062.91 for roadway improvements on 3rd Avenue South and to extend the contract date to December 31, 2005, based on their annual contract and unit pricing.**(‘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 Sitework Contractors

 1990 Seward Avenue
 Naples, Florida 34109
 (239) 597-6221
 (239) 597-7416 Fax
 www.bonnessinc.com

Proposal 8/29/2005

 Submitted To: City Of Naples Purchasing Division
 Address: 270 Riverside Circle
 Naples, FL 34102
 Contact: Brad Hefner
 Phone: (239) 213-7100 Fax: (239) 213-7105

 Bid Title: 3Rd Ave South, 2Nd 3Rd And 6Th
 Street Medians & Paver Cross Walk
 Bid Number:
 Project Location:
 Project City, State: Naples, FL
 Engineer/Architect: City of Naples

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Mobilization	1.00	LS	\$28,217.76	\$28,217.76
02	Traffic Maintenance	1.00	LS	\$9,557.01	\$9,557.01
03	Pavement Removal (A/C & Base)	460.00	SY	\$28.69	\$13,197.40
04	Saw Cut Pavement	1,300.00	LF	\$2.24	\$2,912.00
05	Curb Removal	250.00	LS	\$19.93	\$4,982.50
06	Sidewalk Removal	400.00	SF	\$20.79	\$8,316.00
07	Excavation	200.00	SY	\$30.04	\$6,008.00
08	Type B Stabilization	260.00	SY	\$9.15	\$2,379.00
09	Flowable Fill	30.00	CY	\$183.46	\$5,503.80
10	Top Soil Backfill	100.00	CY	\$33.89	\$3,389.00
11	Asphalt Overlay Type SIII (w/ Tack)	100.00	TON	\$140.00	\$14,000.00
12	Type "D" Trench-In Curb	600.00	LF	\$11.90	\$7,140.00
13	Type "F" Curb	50.00	LF	\$17.32	\$866.00
14	2' Valley Gutter	600.00	LF	\$11.25	\$6,750.00
15	4" Concrete Sidewalk	650.00	SF	\$4.36	\$2,834.00
16	Sod	100.00	SY	\$4.80	\$480.00
17	Paver Crosswalk (In Place)	2,440.00	SF	\$11.02	\$26,888.80
18	Adjust Manhole (Top & Throat)	2.00	EACH	\$4,403.11	\$8,806.22
19	Directional Bore w/2" PVC Conduit	200.00	LF	\$46.16	\$9,032.00
20	Inlets Valley Gutter Basin	2.00	EACH	\$6,661.11	\$13,322.22
21	Adjust Inlet to Junction Box	2.00	EACH	\$1,467.70	\$2,935.40
22	18" RCP	20.00	LF	\$135.48	\$2,709.60
23	Stop Bar 24"	48.00	LF	\$5.65	\$271.20
24	6" Stripe	400.00	LF	\$1.13	\$452.00
25	12" Stripe	20.00	LF	\$5.65	\$113.00

Total Price for the above items: \$181,062.91

Total Bid Price: \$181,062.91