

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to Agreement is made and entered into this **5th day of April, 2006** 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 to furnish Professional Services dated **21st day of December, 2006 (Resolution 05-11057)** (the “Original Agreement”) **for the operation, maintenance, and improvements of streets, alleys, sidewalks and related infrastructure** (‘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. The scope of services shall be amended in accordance with Exhibit “A” attached hereto and incorporated herein for the provision of additional services by the Consultant in the amount up to **\$1,868,206.00 for road, utility and infrastructure improvements to Solana Road** (‘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: _____

Amendment to agreement



BONNESS INC.
Paving and Sitework Contractors

1990 Seward Avenue
Naples, Florida 34109
(239) 597-6921 • (239) 597-7416 Fax
www.bonnessinc.com

EXHIBIT NO. 1

RECEIVED
MAR - 9 2006
ENGINEERING

Proposal 3/3/2006

Submitted To: City Of Naples Purchasing Division

Estimate Number: 00492006

Address: 270 Riverside Circle
Naples, FL 34102

Bid Title: Burning Tree Drive

Project Location: Goodlette-Frank Road

Contact: Vlad Ryziv

Project City, State: Naples, FL

Phone: (239) 213-7100 **Fax:** (239) 213-7105

Engineer/Architect: American Consulting Engineers Of Florida

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
101-1	MOBILIZATION	1.00	LS	\$34,435.76	\$34,435.76
102 -1	MAINTENANCE OF TRAFFIC	1.00	LS	\$20,511.89	\$20,511.89
101- 1- 1	Provide/Maintain "As Built" Plans	1.00	LS	\$17,493.31	\$17,493.31
102- 99	VARIABLE MESSAGE SIGN (TEMP.) (200 DAYS MIN.)	365.00	EACH	\$53.94	\$19,688.10
104-10 -1	HAY OR STRAW BALE (18" X 18" X 36")	28.00	EACH	\$16.93	\$474.04
104-11	TURBIDITY BARRIER FLOATING	1,462.00	LF	\$14.11	\$20,628.82
104-13-1	SILT FENCE STAKED (TYPE III)	2,411.00	LF	\$1.50	\$3,616.50
110 -1- 1	CLEARING & GRUBBING	1.00	LS	\$33,820.52	\$33,820.52
120 -1	EXCAVATION REGULAR	1,214.00	CY	\$13.78	\$16,728.92
120 -6	EMBANKMENT	3,756.00	CY	\$31.37	\$117,825.72
160-4	STABILIZATION TYPE B 12"	6,552.00	SY	\$7.30	\$47,829.60
285-706	OPTIONAL BASE GROUP 9 8" LIMEROCK	5,259.00	SY	\$14.63	\$76,939.17
337-7-6	1-1/2" ASPHALT S-1 (ONE LIFT)	5,567.00	SY	\$6.67	\$37,131.89
327-70-1	MILLING EXISTING ASPHALT 1"	308.00	SY	\$11.66	\$3,591.28
1020-3	REMOVAL OF PIPE ACROSS CHURCH/CITY DRIVEWAYS AND HAUL AWAY (NOT ON BID FORM)	1.00	LS	\$11,850.30	\$11,850.30
400-4-1	CLASS IV CONCRETE - BOX CULVERT	955.00	LF	\$1,083.46	\$1,034,704.30
425-1-351	INLETS (P-5<10)	10.00	EACH	\$5,278.50	\$52,785.00
423-3-61	INLETS (P-6<10)	4.00	EACH	\$5,454.79	\$21,819.16
425-3-61	JUNCTION BOX (DRAINAGE)(12X4)	1.00	EACH	\$13,486.77	\$13,486.77
425-11	DRAINAGE STRUCTURE - MODIFY EXISTING	1.00	EACH	\$2,821.49	\$2,821.49
430-171-123	PIPE CULVERT CONCRETE 15" (SS)	738.00	LF	\$95.94	\$70,803.72
430-171-229	PIPE CULVERT CONCRETE 24X38	11.00	LF	\$186.22	\$2,048.42
430-982-123	MITERED END SECTION 15"	7.00	EACH	\$2,031.48	\$14,220.36



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Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
520-1-10	CONCRETE CURB & GUTTER	4,255.00	LF	\$13.70	\$58,293.50
522-1	CONCRETE SIDEWALK 4"	88.00	SY	\$34.21	\$3,010.48
526-1-1	BRICK PAVERS	56.00	SY	\$81.26	\$4,550.56
575-1-1	SOD	6,603.00	SY	\$1.97	\$13,007.91
1020-1	REMOVAL OF PIPE (15")	26.00	LF	\$169.29	\$4,401.54
1020-2	REMOVAL OF PIPE (48X78)	26.00	LF	\$507.88	\$13,204.88
1090-139-04	4" IRRIGATION SLEEVE (HDPE-CLASS 150)	95.00	LF	\$28.21	\$2,679.95
1090-139-08	8" IRRIGATION SLEEVE (HDPE-CLASS 150)	95.00	LF	\$33.86	\$3,216.70
CC 126-1	MEDIAN BACKFILL TOPSOIL FOR LANDSCAPING	175.00	CY	\$45.18	\$7,906.50
700-40-1	Signs, Single Post (<12)	9.00	AMBY	\$220.08	\$1,980.72
700-46-11	SIGN EXISTING (REMOVAL) (SINGLE POST)	1.00	AMBY	\$56.43	\$56.43
700-46-21	SIGN EXISTING (RELOCATE) (SINGLE POST)	3.00	AMBY	\$112.86	\$338.58
705-71	DELINEATOR TUBULAR (FLEXIBLE)	4.00	EACH	\$84.64	\$338.56
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS WHITE	48.00	EACH	\$5.64	\$270.72
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS YELLOW	50.00	LS	\$5.64	\$282.00
710-30	REFLECTIVE PAINT (ISLAND NOSE) (YELLOW)	10.00	SY	\$11.28	\$112.80
711-4	DIRECTIONAL ARROWS THERMOPLASTIC	3.00	EACH	\$84.64	\$253.92
711-4	DIRECTIONAL ARROWS THERMOPLASTIC	7.00	EACH	\$84.64	\$592.48
711-33	SKIP TRAFFIC STRIPE, THERMOPLASTIC (6") (6-10 SKIP)	3,098.00	LF	\$0.91	\$2,819.18
711-35	SOLID TRAFFIC STRIPE, THERMO WHITE 6"	380.00	LF	\$1.35	\$513.00
711-35	SOLID TRAFFIC STRIPE, THERMO WHITE 8"	125.00	LF	\$5.64	\$705.00
711-35	SOLID TRAFFIC STRIPE THERMO WHITE 18"	90.00	LF	\$7.90	\$711.00
711-35	SOLID TRAFFIC STRIPE, THERMO WHITE 24"	2,713.00	LF	\$0.91	\$2,468.83
711-36	SOLID TRAFFIC STRIPE, THERMO YELLOW 6"	144.00	LF	\$5.64	\$812.16
711-36	SOLID TRAFFIC STRIPE, THERMO YELLOW 18"	210.00	LF	\$0.91	\$191.10
WM-1	FURNISH & INSTALL 8" PVC PUSH ON JOINT WATERMAIN PIPELINE	811.00	LF	\$64.89	\$52,625.79
WM-2	FURNISH & INSTALL AIR RELEASE VALVES FOR 8" WATERMAIN PIPELINE	2.00	EACH	\$4,288.68	\$8,577.36
WM-3	FURNISH & INSTALL GATE VALVES FOR 8" WATERMAIN PIPELINE	4.00	EACH	\$2,031.48	\$8,125.92
WM-4	FURNISH & INSTALL VALVE BOXES FOR 8" WATERMAIN	4.00	EACH	\$225.72	\$902.88

Total Bid Price: \$1,868,205.49

Notes:

* Subject to prompt acceptance within 15 days and to all conditions stipulated on the reverse side, we agree to furnish materials and labor at the price(s) set forth above.

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- Proposal based on the plans by American Consulting and Engineering sheets 1-21, S1-S5, U1-U6 dated 2/9/2006.
- DUE TO THE CRITICAL NATURE OF ESCALATING MATERIAL COSTS, IMPORT FILL, BASEROCK, ASPHALT AND CONCRETE PRICES ARE SUBJECT TO CHANGE. BONNESS INC WILL PROVIDE THE DOCUMENTATION OF MATERIAL INCREASES SHOULD THIS SITUATION ARISE.
- THIS IS A UNIT PRICE BID.
- Water meter by others.
- Rock removal not included.

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

CONDITIONS OF PROPOS **EXHIBIT NO. 1**

1. Acceptance of this proposal by the party to whom it is submitted, ("Owner"), shall be acceptance of all terms and conditions recited herein or incorporated by reference. Allowing BONNESS INC. to commence work or preparation for work will constitute acceptance by Owner of this Proposal and all its terms and conditions. Quotations herein, unless otherwise stated, are for immediate acceptance and subject to change.
2. Contractor shall be paid monthly progress payments on or before the tenth (10th) of each month for the value of work completed plus the amount of materials and equipment suitable stored applied to the contract sum less the aggregate of previous payments to contractor. Final payment shall be due when the work described in this Proposal is substantially completed. Sales of materials are payable in cash on delivery of the goods.
3. No back charges or claim of the Owner for services shall be valid except by the agreement in writing by Contractor before work is performed.
4. All sums not paid when due shall bear interest at the rate of 1½% per month from due date until paid or the maximum legal rate permitted by law whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by Owner.
5. If the Owner fails to make payment to Contractor as herein provided, then Contractor may stop work without prejudice to any other remedy it may have.
6. Owner is to prepare all work areas so they are acceptable for Contractor's work under the contract. Contractor will not be called upon to start work until sufficient areas are ready to insure continued work until job completion. The Owner represents and warrants that it shall coordinate the work and performance of its own forces and any other contract on the site or related to Contractor's work so as not to delay, hinder or interfere with Contractor's performance thereof, and so as not to create additional costs to Contractor. If the work of Contractor is delayed, interfered, suspended or otherwise interrupted by Owner, Owner's architect or by any person or act within the power of Owner to control, then Owner shall be liable to Contractor for any increased or extended costs.
7. After acceptance of this Proposal as provided, Contractor shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract. Contractor shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delays caused by the owner, architect, or engineers; armed conflict or economic dislocation resulting therefrom; embargoes, shortages of labor, equipment or materials production facilities or transportation; labor difficulties, civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations, fires, floods, accidents and acts of God.
8. All workmanship and materials are guaranteed against defects for a period of one year from the date of installation, except those items carrying a manufacturer's warranty which are warranted to the extent of the manufacturer's warranty. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Contractor will not be responsible for special, incidental, or consequential damages. Contractor shall not be responsible for damage to its work by other parties. Any repair work necessitated by caused damage will be considered as an order for extra work.
9. Owner or Owner's architect shall advise Contractor in writing of any defect or deficiency in the work at the time same are observed. After completion of the work called for by this contract, Owner shall provide a written list of any construction defects or deficiencies to Contractor within fifteen (15) days of receipt of notice of completion from Contractor. Contractor shall remedy those deficiencies within fifteen (15) days unless a longer time is reasonably necessary.
10. Work called for herein is to be performed during Contractor's regular working hours. Overtime rates will be charged for all work performed outside such hours at extra costs when requested or required by Owner.
11. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards.
12. Notwithstanding any provision contained in this Proposal or any of the contract documents for this construction project, Contractor may file a lien or claim on its behalf in the event that any payment to contractor is not made as and when provided for by the agreement.
13. The Owner shall make no demand for liquidated damages for delays or actual damages for delays in any sum in excess of such amount as may be specifically named in this Proposal and no liquidated damages may be assessed against Contractor for delays or causes attributed to other contractors or arising outside of the scope of this Proposal.