

**FIRST AMENDMENT
TO THE AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to the Agreement is made and entered into this **3rd day of May, 2006** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Bonness Inc.** (the “Consultant or Contractor”).

WITNESSETH

WHEREAS, the City and the Contractor entered into that certain Agreement to furnish Professional Services **dated December 21, 2005** (the “Original Agreement”) **City Council approved by Resolution 05-11057, an annual agreement with Bonness Inc. to provide unit pricing for street maintenance and improvements and on February 15, 2006, City Council approved by Resolution 06-11117, the additional on-street parking plan for parking at various locations around 5th Avenue South** (‘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 **an amount not-to-exceed \$124,676.46 to provide materials, labor and the equipment necessary to construct on-street parking improvements at various locations within the 5th Avenue South District** (‘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) 597-6221 • (239) 597-7416 Fax
 www.bonnessinc.com

Proposal 4/6/2006
Submitted To: City Of Naples Purchasing Division

Estimate Number: 01782006

Address: 270 Riverside Circle
 Naples, FL 34102

Bid Title: City Of Naples On Street Parking
 Improvements

Project Location:
Contact: John Katula

Project City, State: Naples, FL.

Phone: (239) 213-7100

Fax: (239) 213-7105

Engineer/Architect: City Of Naples Development Services

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
SCHEDULE A					
101-1	Mobilization	1.00	LS	\$37,941.96	\$37,941.96
102-1	Maintenance Of Traffic	1.00	LS	\$7,195.48	\$7,195.48
110-4A	Removals (Asphalt)	326.00	SY	\$3.50	\$1,141.00
110-4B	Removal (Concrete)	255.00	SY	\$22.10	\$5,635.50
120-1	Excavation	244.00	CY	\$32.79	\$8,000.76
160-6	6" Stabilized Subgrade	640.00	SY	\$5.13	\$3,283.20
162-2	Top Soil	285.00	SY	\$8.26	\$2,354.10
285-704	6" Limerock Base	540.00	SY	\$12.12	\$6,544.80
331-2-2	Asphaltic Concrete Leveling (Including Tack & Prime)	25.00	TON	\$117.57	\$2,939.25
443-70-2	French Drain (15")	80.00	LF	\$65.28	\$5,222.40
519-71	Trench Drain	24.00	LF	\$197.87	\$4,748.88
520-2-1	Type "A" Curb	115.00	LF	\$19.10	\$2,196.50
520-2-4	Type "D" Trench-In Curb	650.00	LF	\$10.14	\$6,591.00
520-3	2' Valley Gutter	465.00	LF	\$12.41	\$5,770.65
522-1	4" Concrete Sidewalk	2,640.00	SF	\$3.61	\$9,530.40
522-2	6" Concrete Sidewalk	608.00	SF	\$5.26	\$3,198.08
575-1	Sod	358.00	SY	\$4.27	\$1,528.66
580-332-2	Tree Removal	4.00	EACH	\$1,093.80	\$4,375.20
580-336	Root Prune Trees	220.00	LF	\$17.99	\$3,957.80
583-4	Allowance For Ornamental Flowing Trees	4.00	EACH	\$503.68	\$2,014.72
700-46-21	Relocate Std. Sign	2.00	EACH	\$112.93	\$225.86
710-25-241	24" Stop Bar	24.00	LF	\$3.39	\$81.36
710-25-61	6" Strip Edge Line (White Paint)	510.00	LF	\$0.39	\$198.90
Total Price for above SCHEDULE A Items:					\$124,676.46