

**THIRD AMENDMENT
TO AGREEMENT**

THIS THIRD AMENDMENT (the “Third Amendment”) to Agreement is made and entered into this 14th 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 **street maintenance and improvements (Resolution 05-11057)**(the “Original Agreement”) for services associated with the City of Naples (‘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 \$138,367.18 for Parking and Facility Yard Improvements on Riverside Circle, based on their annual contract and unit pricing.** (‘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: _____


BONNESS INC.
 Paving and Sitework Contractors

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

Proposal 5/16/2006
Submitted To: City Of Naples Purchasing Division

Estimate Number: 03982006

Address: 270 Riverside Circle
 Naples, FL 34102

Bid Title: Facility Yard Storage

Project Location: 295 Riverside Circle

Contact: Ron Wallace

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
100-1	Mobilization	1.00	LS	\$14,052.05	\$14,052.05
110-1	Clear, Grub & Strip Site	1.00	LS	\$6,661.57	\$6,661.57
120-1	Excavation	1,534.00	CY	\$10.36	\$15,892.24
160-1	12" Stabilized Subgrade	2,805.00	SY	\$4.70	\$13,183.50
230-2	10" Limerock Base	1,600.00	CY	\$26.94	\$43,104.00
331-2	1" Asphalt	182.00	TON	\$95.48	\$17,377.36
430-17	12" RCP	130.00	LF	\$72.48	\$9,422.40
430-98	12" M.E.S. (RCP)	8.00	EACH	\$501.75	\$4,014.00
460	3" Steel Poles	2.00	EACH	\$446.00	\$892.00
520-3	2' Valley Gutter	140.00	LF	\$13.66	\$1,912.40
522-1	4" Concrete Sidewalk	175.00	SF	\$7.28	\$1,274.00
542-70	Wheel Stops	19.00	UNIT	\$27.88	\$529.72
710	Marking : Paint 4" White	1.00	UNIT	\$111.50	\$111.50
710-25-241	Marking: Paint 24" White Stop Bar	2.00	UNIT	\$55.76	\$111.52
710-26	Marking: Paint 6" Double Yellow	19.00	UNIT	\$5.58	\$106.02
901	Furnish And Place Approximately 1" Of RSW/#89 Screenings.	2,785.00	SY	\$2.54	\$7,073.90
715-2115	2" Conduit With Install	100.00	LF	\$8.92	\$892.00
715-2116	3" Conduit With Install	175.00	LF	\$10.04	\$1,757.00

Total Bid Price: \$138,367.18
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.
- Proposal based on the plans by The City Of Naples sheets 1-5 dated January 2006. THIS IS A UNIT PRICE BASED ON THE BID FORM PROVIDED FROM THE CITY OF NAPLES. Pricing for items listed only.
- 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.
- Permits, fees, layout, survey, asbuilts and testing by others.