

**FOURTH AMENDMENT
TO AGREEMENT**

THIS FOURTH AMENDMENT (the “Fourth Amendment”) to Agreement is made and entered into **this 10th day of January, 2007** 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 **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 Fourth 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 \$65,942.39 for the Cove Lane Improvements based on the annual contract and unit pricing.** (‘Project’).
3. The terms of this Fourth 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 Fourth Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Fourth 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 Fourth 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 Stewwork Contractors

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

Proposal 12/4/2006
Submitted To: City Of Naples Engineering Division

Estimate Number: 12822006

Address: Accounts Payable
 295 Riverside Circle
 Naples, FL 34102 USA

Bid Title: Cove Lane Roadway Improvements

Project Location: Cove Lane

Contact: Brad Hefner

Project City, State: Naples, FL

Phone: (239) 213-5002 **Fax:** (239) 213-5010

Engineer/Architect:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Mobilization	1.00	LS	\$1,121.10	\$1,121.10
02	Maintenance Of Traffic	1.00	LS	\$414.70	\$414.70
03	Excavation - Curbing	50.00	CY	\$24.11	\$1,205.50
04	Stabilization - Curbing	120.00	SY	\$13.53	\$1,623.60
05	Excavation - Roadway	150.00	CY	\$20.69	\$3,103.50
06	Stabilization - Roadway	450.00	SY	\$13.53	\$6,088.50
07	Backfill (No Material)	40.00	CY	\$29.79	\$1,191.60
08	Asphalt Removal	850.00	SY	\$1.64	\$1,394.00
09	Remove Vertical Curb	200.00	LF	\$5.33	\$1,066.00
10	Flowable Fill	10.00	CY	\$239.95	\$2,399.50
11	Asphalt Base	150.00	TON	\$95.86	\$14,379.00
12	Type III Asphalt - Level	100.00	TON	\$96.88	\$9,688.00
13	Type III Asphalt - Surface	125.00	TON	\$100.45	\$12,556.25
14	Type "F" Curb & Gutter	325.00	LF	\$12.20	\$3,965.00
15	Type "D" Curb	100.00	LF	\$14.02	\$1,402.00
16	Catch Basin C- Bands	3.00	EACH	\$424.38	\$1,273.14
17	Sod	500.00	SF	\$0.79	\$395.00
18	Turnout Reconstruction	300.00	SF	\$8.92	\$2,676.00
				Total Bid Price:	\$65,942.39

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.
- 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.
- Fill pricing contingent upon availability of material.
- A ONE TIME final grade has been included. Final grade does not include the raking or removal of other trades debris or regrading after trenching by others has been performed; I.E. Sprint, FPL, CATV or irrigation.
- Permits, fees, layout, survey, asbuilts and testing by others.



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- Removal and/or replacement of unsuitable materials (I.e. rock and/or muck) below grade is not included.
- This is a unit price bid.

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

ACCEPTED:
The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:
Bonness Inc.

Authorized Signature:  _____

Estimator: Jeff Janco

IN AN AMOUNT OF \$65,942.39