

**FIFTH AMENDMENT
TO AGREEMENT**

THIS FIFTH AMENDMENT (the “Fifth Amendment”) to Agreement is made and entered into **this 6th day of June, 2007** 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 Fifth 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 \$162,642.14 for the North Road Improvements based on the annual contract and unit pricing.** (‘Project’).
3. The terms of this Fifth 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 Fifth Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Fifth 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 Fifth 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: _____

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
BID FORM					
01	Mobilization	1.00	LS	\$3,517.91	\$3,517.91
02	Maintenance Of Traffic	1.00	LS	\$12,196.99	\$12,196.99
03	Staked Silt Fence	1,200.00	LF	\$2.00	\$2,400.00
04	Baled Hay	100.00	LF	\$11.16	\$1,116.00
05	Clear & Grub	1.25	ACRE	\$18,936.55	\$23,670.69
06	Dumpster (30 Yard) For Stump And Root Removal (UNIT PRICE ITEM)	20.00	EACH	\$501.77	\$10,035.40
07	Limerock Shoulder 6"	1,940.00	SY	\$12.12	\$23,512.80
08	Slope Dressing	4,400.00	SY	\$3.71	\$16,324.00
09	Deroot & Flowable Fill 6" (5 Locations)	50.00	SY	\$84.05	\$4,202.50
10	Saw Cut And Remove Asphalt (12 Locations)	325.00	LF	\$3.48	\$1,131.00
11	Asphaltic Concrete Leveling	175.00	TON	\$117.59	\$20,578.25
12	Asphaltic Concrete Type III, Overlay	300.00	TON	\$85.65	\$25,695.00
13	Sod (Bahia)	4,100.00	SY	\$1.78	\$7,298.00
14	Sand Cement Headwall	10.00	CY	\$466.87	\$4,668.70
15	Water For Sod	30.00	MGAL	\$55.76	\$1,672.80
16	Trucking For Dirt From The City Yard (UNIT PRICE ITEM)	20.00	LOAD	\$154.07	\$3,081.40
17	Trucking Haul Off Excavated Fill Material	10.00	LOAD	\$154.07	\$1,540.70
Total Price for above BID FORM Items:					\$162,642.14

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.
- Bonding is not included, if required please add 1%.
- Proposal based on bid form quantities given by Brad Hefner 4/18/2006. This is a Unit Price Proposal.
- Permits, fees, layout, survey, asbuilts and testing by others.
- Removal and/or replacement of unsuitable materials (I.e. rock and/or muck) below grade is not included.