

**EIGHTH AMENDMENT
TO AGREEMENT**

THIS EIGHTH AMENDMENT (the “Eighth Amendment”) to Agreement is made and entered into **this 13th 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 Eighth 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 \$92,049.49 for roadway improvements on US 41, from 7th Avenue North to Fleischmann Boulevard.** (‘Project’).
3. The terms of this Eighth 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 Eighth Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Eighth 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 Eighth 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) 597-6921 • (239) 597-7416 Fax
 www.bonnessinc.com

Proposal 4/30/2007

Submitted To: City Of Naples Public Works **Estimate Number:** 05592007
Address: 380 Riverside Circle **Bid Title:** US41 MEDIANS (7TH AVE NORTH TO FLEISCHMANN)
 Naples, FL 34102 USA **Project Location:**
Contact: Brad Hefner **Project City, State:** Naples, FL
Phone: (239)213-4705 **Fax:** (239)213-4799 **Engineer/Architect:** City Of Naples Development Services

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Mobilization	1.00	LS	\$8,217.95	\$8,217.95
02	Maintenance Of Traffic	1.00	LS	\$21,454.95	\$21,454.95
03	Concrete Separator Removal	700.00	SY	\$27.66	\$19,362.00
04	Excavation	100.00	CY	\$66.48	\$6,648.00
05	Backfill	200.00	CY	\$40.74	\$8,148.00
06	Limerock 4"	1,700.00	SF	\$4.89	\$8,313.00
07	Brick Pavers	1,600.00	SF	\$7.69	\$12,304.00
08	Type D Curb	600.00	LF	\$10.14	\$6,084.00
09	Reset Existing Sign	11.00	EACH	\$58.97	\$648.67
10	Adjust Existing Meter Box	6.00	EACH	\$144.82	\$868.92
Total Bid Price:					\$92,049.49

- 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.
 - Proposal based on bid form provided by Brad Hefner City of Naples; final billing based on field measure.
 - 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.
 - The above listed items are for comparison purposes only. This is a Lump Sum 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.

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