

**TENTH AMENDMENT
TO AGREEMENT**

THIS TENTH AMENDMENT (the “Tenth Amendment”) to Agreement is made and entered into **this 19th day of September, 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 Tenth 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 \$184,227.98 for the construction of sidewalks on Gulfshore Boulevard from 5th Avenue South to 12th Avenue South, based on the annual contract and unit pricing.** (‘Project’).
3. The terms of this Tenth 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 Tenth Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Tenth 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 Tenth 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) 597-6821
 (239) 597-7416 Fax
 www.bonnessinc.com

Proposal 8/18/2007
Submitted To: City Of Naples Engineering Division

Estimate Number: 10352007

Address: Accounts Payable

 295 Riverside Circle
 Naples, FL 34102 USA

Bid Title: Gulf Shore Blvd Sidewalks (5th Ave S
 To Pier)

Project Location: Gulf Shore Blvd

Contact: Brad Hefner

Project City, State: Naples, FL

Phone: (239) 213-5002

Fax: (239) 213-5010

Engineer/Architect: Cecilia A. Varga

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Mobilization	1.00	LS	\$13,139.11	\$13,139.11
02	Preconstruction Video	1.00	LS	\$1,670.09	\$1,670.09
03	Maintenance Of Traffic	1.00	LS	\$11,730.36	\$11,730.36
04	Saw Cut Edge of Existing Pavement	120.00	LF	\$4.32	\$518.40
05	Asphalt Removal	50.00	SY	\$3.50	\$175.00
06	Curb Removal	120.00	LF	\$13.06	\$1,567.20
07	Concrete Removal	100.00	SY	\$22.10	\$2,210.00
08	Excavation Regular	350.00	CY	\$32.79	\$11,476.50
09	Final GradeBackfill	800.00	SY	\$9.32	\$7,456.00
10	Alley/Parking Overlay (Includes Tack & Mill)	150.00	SY	\$41.60	\$6,240.00
11	Valve Box (Adjust Cover)	6.00	EACH	\$144.08	\$864.48
12	Meter Box (Adjust Cover)	6.00	EACH	\$144.08	\$864.48
13	Type "F" Curb	90.00	LF	\$13.11	\$1,179.90
14	Type "D" Curb	300.00	LF	\$10.14	\$3,042.00
15	2' Valley Gutter	30.00	LF	\$12.41	\$372.30
16	4" Concrete Sidewalk	1,300.00	SY	\$46.96	\$61,048.00
17	6" Concrete Sidewalk	200.00	SY	\$67.74	\$13,548.00
18	Tactile Imbed - Concrete Walk	14.00	EACH	\$471.43	\$6,600.02
19	Rework Brick Pavers	150.00	SF	\$13.55	\$2,032.50
20	Stump Removal	20.00	EACH	\$179.89	\$3,597.80
21	Vegetation Trimming	300.00	LF	\$13.24	\$3,972.00
22	Vegetation Removal	300.00	LF	\$49.66	\$14,898.00
23	Sod-Floratam	800.00	SY	\$3.39	\$2,712.00
24	Irrigation Allowance	1.00	LS	\$8,000.00	\$8,000.00
25	Relocate Existing Sign	10.00	EACH	\$56.46	\$564.60
26	12" Traffic Stripe	500.00	LF	\$5.64	\$2,820.00
27	24" Traffic Stripe	100.00	LF	\$9.04	\$904.00
28	Grind Stop Bar	200.00	SF	\$4.51	\$902.00

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Naples, Florida 34109
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Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
29	Remove And Relocate Mail Box	1.00	EACH	\$123.24	\$123.24
Total Bid Price:					\$184,227.98

- 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 Cecilia A. Varga dated 8/16/2007. No revisions THIS IS A UNIT PRICE BID.
 - 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.
 - Bonness Inc. is not responsible for utilities not shown.

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: Vic Blasucci