

**TWELFTH AMENDMENT
TO AGREEMENT**

THIS TWELFTH AMENDMENT (the “Twelfth Amendment”) to Agreement is made and entered into **this 18th day of June, 2008** 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 Twelfth Amendment so that the Contractor will continue to provide 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 not-to-exceed \$170,333.02 for Sidewalk Improvements on Parkshore Drive.
3. The terms of this Twelfth 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 Eleventh Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Twelfth 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 Twelfth Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

CITY:

CITY OF NAPLES, FLORIDA

ATTEST:

By: _____
Tara Norman, City Clerk

By: _____
A. William Moss, 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 6/4/2008

Submitted To: City Of Naples Engineering Division

Estimate Number: 24512007

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

Bid Title: Park Shore Sidewalk

Project Location: Park Shore

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	\$11,855.67	\$11,855.67
02	Maintenance Of Traffic	1.00	LS	\$9,394.06	\$9,394.06
03	Saw Cut Edge Pavement	50.00	LF	\$4.32	\$216.00
04	Remove Asphalt Pavement	50.00	SY	\$3.50	\$175.00
05	Curb Removal	45.00	LF	\$13.06	\$587.70
06	Remove Concrete Pavement	20.00	SY	\$22.10	\$442.00
07	Excavation Regular	850.00	CY	\$32.79	\$27,871.50
08	Finish Grading/Backfill	1,400.00	SY	\$9.32	\$13,048.00
09	Asphalt Overlay/Inc Tack & BOC Mill	350.00	SY	\$24.77	\$8,669.50
10	Valve Box (Adjust Cover)	5.00	EACH	\$144.08	\$720.40
11	Type "D" Curb	50.00	LF	\$10.14	\$507.00
12	4" Concrete Sidewalk	850.00	SY	\$45.48	\$38,658.00
13	6" Concrete Sidewalk	300.00	SY	\$58.74	\$17,622.00
14	Tactile Imbed - Concrete Walk	11.00	EACH	\$471.43	\$5,185.73
15	Brick Pavers	650.00	SF	\$6.86	\$4,459.00
16	Vegetation Trimming	50.00	LF	\$14.81	\$740.50
17	Vegetation Removal	80.00	LF	\$62.37	\$4,989.60
18	Sod	1,400.00	SY	\$3.39	\$4,746.00
19	Irrigation Allowance	1.00	LS	\$12,000.00	\$12,000.00
20	Relocate Existing Sign	3.00	EACH	\$111.50	\$334.50
21	12" Traffic Stripe (w) Thermo	60.00	LF	\$3.62	\$217.20
22	24" Traffic Stripe (w) Thermo	20.00	LF	\$6.69	\$133.80
23	6" Stripe (y) Thermo	100.00	LF	\$1.12	\$112.00
24	Relocate Mail Box	14.00	EACH	\$123.24	\$1,725.36
25	Grind Existing Pavement Markings	50.00	SF	\$4.51	\$225.50
26	Gravel Restoration - T & M	1.00	LS	\$5,000.00	\$5,000.00
27	Water For Sod	25.00	MGAL	\$27.88	\$697.00
Total Bid Price:					\$170,333.02

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 supplied by City of Naples.
- 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

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

6/6/2008 9:18:16 AM

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