

FIRST EXTENSION OF AGREEMENT (SERVICES)
Clerk Tracking No. 2017-00025 (12-00005)

“PAVEMENT MAINTENANCE STRIPING AND REPAIR SERVICES”

THIS FIRST EXTENSION is made and entered into this 1st day of March ~~February~~ 2017 by and between the **City of Naples** and **Bonness, Incorporated** a Florida Corporation authorized to do business in Florida, located at **1900 Seward Avenue; Naples, Florida 34109.**

WHEREAS, the City and the Contractor entered into that certain Agreement on March 7, 2012 for Pavement Maintenance Striping and Repair Services, **Bid No. 12-009 (009-12), Clerk Tracking No. 12-00005** for the City of Naples; and

WHEREAS, the parties desire to extend the Original Agreement so that the Contractor will provide said services for an additional year with no price increase except as noted on Attachment A-1. Attachment A-2 includes the Agreement's First Amendment that allows a services project assignment from \$150,000.00 to \$500, 000.00. Both attached and made a part of this First Extension; and

WHEREAS, the City Manager is authorized by City Council pursuant to Section 2-667 (7)(e), Naples City Code, to extend this Agreement;

WHEREAS, the parties are required by **119.0701 F.S.** to amend the Original Agreement so that the City and Contractor will abide by 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 Five, Maintenance of Records”** shall be amended to **add Articles 5.2 and 5.3** as indicated below and made a part of this First Amendment.

**5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY
OF NAPLES CUSTODIAN OF PUBLIC RECORDS, CITY
CLERK’S OFFICE**

If the **CONTRACTOR** has questions regarding the application of Chapter 119, Florida Statutes, to the contractor’s duty to provide public records relating to this contract, contact the City Clerk, City of Naples Custodian of Public Records, at Telephone: 239-213-1015, Email:

PublicRecordsRequests@naplesgov.com; Address: 735 8th Street South; Naples, Florida 34102. Mailing address: same as street address.

5.3 The CONTRACTOR shall:

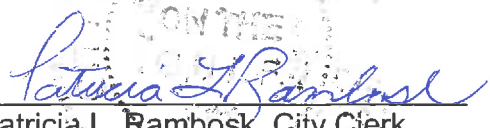
1. Keep and maintain public records required by the CITY to perform the service.
 2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
 4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.
3. The terms of this First Extension and First 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 First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.

This First Extension and First 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.

NOW, THEREFORE, it is hereby acknowledged and agreed that the Original Agreement is hereby extended from **March 7, 2017 through March 6, 2018 with one more extension available upon mutual agreement of the CITY and CONTRACTOR.**


IN WITNESS WHEREOF, the City and the Contractor have caused this First Extension and First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

ATTEST:


By: 
Patricia L. Rambosk, City Clerk

CITY:

CITY OF NAPLES, FLORIDA

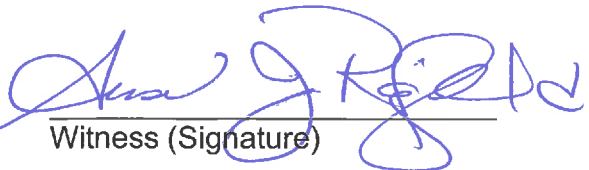
By: 
A. William Moss, City
Manager

Approved as to form and legal sufficiency:


By: 
Robert D. Pritt, City Attorney

CONTRACTOR:

BONNESS, INC. Seward
1900 Seaward Avenue
Naples, Florida 34109
Attention: **Jeff Janco**, Vice President


Witness (Signature)

Printed
Name: Susan J Rayfield

By: 
(Signature)

Printed
Name: Jeff Janco

Title: Executive Vice President

FEI/EIN Number: On File (FL)

Attachment A-1

Bid 12-009 (009-12) First Extension: Attachment A-1 : Exception to no price increase.

Item 425-5A – Brick and Mortar Manhole Adjustments

Per City of Naples Utilities Specification 02607, the use of drop in riser rings on the sanitary sewer manhole system is not allowed on road overlay projects that raise the elevation of the road. The area around the manhole will be saw cut, excavated, ring and cover removed from the top of the precast manhole and then reset to the new road elevation through the use of precast concrete riser rings, brick and mortar. Once the mortar has hardened, the excavated area will be backfilled and compacted with lime rock, flowable fill or asphalt.

A minimum of 4 EA Manhole Adjustments will be allotted per mobilization.

Price per each Manhole at stated minimum \$753.50

**FIRST AMENDMENT TO AGREEMENT
CONSTRUCTION SERVICES**
Clerk Tracking No. 16-00085

THIS FIRST AMENDMENT (the "First Amendment") to the Contract for Services is made and entered into this **1ST day of June 2016** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **BONNESS, INC.**, a Florida Profit Corporation (the "Contractor").

WITNESSETH

WHEREAS, the City and the Contractor entered into that certain Agreement on March 7, 2012; **Bid No. 12-009 (009-12) and Clerk Tracking No. 12-00005** (the "Original Agreement") to furnish **Pavement Maintenance Striping and Repair Services** (the 'Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this First 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 for the dollar amount assigned to the provision of per pavement maintenance striping and repair services project assignment from \$150,000.00 to \$500,000.00.
3. The terms of this First 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 First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This First 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 First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA

By: Patricia L. Rambosk
Patricia L. Rambosk, City Clerk

By: A. William Moss
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: Robert D. Pritt
Robert D. Pritt, City Attorney

CONTRACTOR:

BONNESS, INC.

1900 Seward Avenue

Naples, Florida 34109

Att: Jeffrey Janco, Vice President

FEI/EIN Number: On File (FL)

Susan J. Rayfield
Witness (Signature)

Printed
Name: Susan J. Rayfield

By: Jeffrey Janco
(Signature)

Printed
Name: Jeffrey Janco

Title: Executive Vice President

Amendment to agreement