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.

Rev. 11/04/2015 gls/rdp

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. CITY: CITY OF NAPLES, FLORIDA

A. William Moss, City Manager

Approved as to form and legal sufficiency:

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)

Printed

Name: Susan J. Rayfield

Printed

Name: Jeffrey Janco_

Title: _Executive Vice President

Amendment to agreement