

**FIRST AMENDMENT TO AGREEMENT FOR
PURCHASE AND SALE OF GOODS**

THIS FIRST AMENDMENT (the "First Amendment") to the Contract for Purchase and Sale of Goods is made and entered into this 31 day of July, 2014 by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **EMERGENCY VEHICLES, INCORPORATED** a Florida Profit Corporation (the "Seller").

WITNESSETH

WHEREAS, the City and the Seller entered into that certain Purchase and Sale of Goods Agreement dated **June 11, 2014** (the "Original Agreement") (Reference Bid No. **GSA GS-30F-0005R** and Original Clerk Tracking No. **14-00079** for purchase and sale of goods associated with an **(ERV) Emergency Response Vehicle: First Amendment: Additional Equipment** ("Purchase"); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Seller **will provide additional equipment** for the original Purchase pursuant to the terms and conditions contained herein.

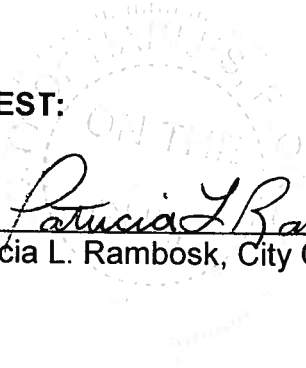
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.
2. **"Item-2, Acceptance; Purchase"** shall be amended for the provision of the Seller to provide additional equipment in the amount of **\$7,730** for the City of Naples Emergency Response Vehicle. **Exhibit A-1, Scope of Additional Equipment and Basis of Compensation** is attached and made a part of this First Amendment.
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 Seller 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:

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



CITY:

CITY OF NAPLES, FLORIDA

By: Roger Reinke, acting city manager
A. William Moss, City Manager

Approved as to form and legal sufficiency:

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

Emergency Vehicles, Incorporated

705 13th Street
Lake Park, Florida 33403-2303
Att: **Lee Potter**, Sales Manager
FEI/EIN Number: 65-0045102 (FL)

By: Ernst R. Tenme
(Signature)

Printed
Name: Ernst R. Tenme

Title: President

Jo Anne Taliencio
Witness (Signature)

Printed
Name: Jo Anne Taliencio

Amendment to Purchase and Sale of Goods Agreement



City of Naples Fire-Rescue Department
Naples, FL
RM2911

Addendum #1
6/25/2014

Item	Description	Price	Accept	Decline
1	Delete chassis NFPA 1901 package (Not available w/2-door chassis)	(\$2,500.00)	[]	[✓]
2	Stripe in lower body rub rail to be black color	N/C	[]	[]
3	Turtle tile covering to be black color	N/C	[]	[]
4	Add one (1) pike pole storage tube	\$220.00	[✓]	[]
5	Add two (2) roof mounted storage compartments	\$3,788.00	[]	[✓]
6	Roof of body to be slip-resistant - non-skid in lieu of standard diamond plate	\$1,470.00	[]	[✓]
7	Add one (1) aluminum roof access ladder	\$2,186.00	[]	[✓]
8	Add imitation gold leaf stripe on paint break lines - cab and body	\$450.00	[✓]	[]
9	Add two-tone paint to chassis cab - black over red	\$1,365.00	[✓]	[]
10	Add Coburn gold leaf lettering package	\$1,650.00	[✓]	[]
11	Add two (2) waving American Flags - rear of body on side rear doors	\$350.00	[✓]	[]
12	Delete installation of two (2) customer emblems/decals	(\$90.00)	[✓]	[]
13	Add (4) Soundoff #ECVCLLED36 LED roof top compartment strip lights	\$1,236.00	[]	[✓]
14	Add (2) door open warning circuits - roof top compartments	\$230.00	[]	[✓]
15	Add one (1) Class One Load management system	\$1,255.00	[✓]	[]
16	Install customer supplied MDT mount in cab	\$275.00	[✓]	[]
17	Add (1) Kussmaul #091-219 dual USB plug in cab floor console	\$125.00	[✓]	[]
18	Add (1) 4-way junction box to end of electrical cord on cord reel	\$635.00	[✓]	[]
19	Delete Whelen #295HFS2 siren system	(\$625.00)	[✓]	[]
20	Add Federal #E-Q2B siren system	\$2,130.00	[✓]	[]
21	Delete two (2) Streamlight "Fire Vulcan" hand lights	(\$550.00)	[✓]	[]
22	Add installation of four (4) customer supplied hand lights	\$280.00	[✓]	[]
23	Delete floorplan - Customer will pay for chassis when it arrives at EVI plant	(\$2,090.00)	[✓]	[]
24	Add one (1) Alco-Lite #CJL-14, 14-foot combination ladder w/divider/rear door to roof top compartment	\$1,250.00	[]	[✓]
25	Delete (1) chassis owner's manual, (1) body mfg manual and (1) wiring manual	(\$150.00)	[✓]	[]
	Total	\$12,890.00		

Agreed and Accepted By:

Name/Title:

Date:

Stephen M. [Signature]
Stephen M. [Signature] / Fire Chief
 7/21/2014

Cost breakdown of changes to Addendum #1 from EVI**Do Not Agree/Remove**

Item 5	\$3788
Item 6	\$1470
Item 7	\$2186
Item 13	\$1236
Item 14	\$230
Item 24	\$1250
TOTAL -	\$10160

Agree To

Item 4	\$220
Item 8	\$450
Item 9	\$1365
Item 10	\$1650
Item 11	\$350
Item 15	\$1255
Item 16	\$275
Item 17	\$125
Item 18	\$635
Item 20	\$2130
Item 22	\$280
TOTAL -	\$8735

Delete

Item 12	(\$90)
Item 19	(\$625)
Item 21	(\$550)
Item 23	(\$2090)
Item 25	(\$150)
TOTAL -	(\$3505)

Do Not Delete

Item #1	\$2500
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TOTAL INCREASE \$7730