

* 15-00014

**FIRST AMENDMENT TO AGREEMENT
(SERVICES - CONSTRUCTION)**

THIS FIRST AMENDMENT (the "First Amendment") to the Contract for Services is made and entered into this 13th day of **January, 2015** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **QUALITY ENTERPRISES, USA, INCORPORATED** a Virginia Corporation (the Contractor").

WITNESSETH

WHEREAS, the City and the Contractor entered into that certain Agreement to furnish Construction Services, dated **August 21, 2013** (the "Original Agreement") (Reference Original Bid No. **ITB 13-045 (045-13)** and Original Clerk Tracking No. **13-00069** for services associated with Port Royal Canal Dredge Project: **First Amendment: Additional Time**. ('Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor will be provided additional time 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 Three, Time" shall be amended to April 30, 2015 for the provision of additional time the Contractor will have for the final completion of the Project with a 60-day Project close out from the amended final completion date. Project: Port Royal Canal Dredge Project.
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:

By: Jason R. Rosenberg for
Patricia L. Rambosk, City Clerk

CITY:

CITY OF NAPLES, FLORIDA

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

QUALITY ENTERPRISES, USA, INC.
3894 Mannix Drive, Suite 216
Naples, Florida 34114
Att: **Louis J. Gaudio**, Vice President
FEI/EIN Number: 54-0947002 (VA)

Marcie Cohen
Witness (Signature)

Printed
Name: MARIE COHEN

By: Louis J. Gaudio
(Signature)

Printed
Name: LOUIS J. GAUDIO

Title: VICE PRESIDENT

Amendment to Services Agreement