

**FIRST AMENDMENT TO AGREEMENT  
(SERVICES)**

**THIS FIRST AMENDMENT** (the "First Amendment") to the Contract for Services is made and entered into this 18<sup>th</sup> day of **March, 2015** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **DOUGLAS N. HIGGINS, INCORPORATED** a Michigan Corporation (the Contractor").

**WHEREAS**, the City and the Contractor entered into that certain Agreement to furnish Contract for Services, dated **June 11, 2014** (the "Original Agreement") (Reference Original Bid No. **ITB 14-037** and Original Clerk Tracking No. **14-00075** for services associated with **WWTP – Waste Water Treatment Plant Reuse Pump Replacement: First Amendment: Additional Time and Compensation** ('Project'); and

**WHEREAS**, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor will be provided additional time and compensation pursuant to the terms and conditions contained herein.

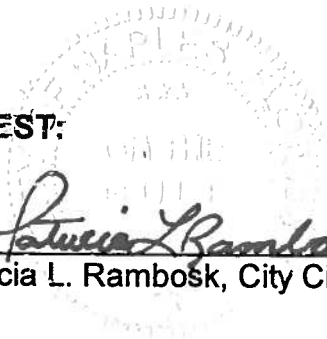
**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.
2. "Article Three, Time" shall be amended to **December 31, 2015** with an allowed project closeout timeframe of **January 31, 2016** for the provision of additional time the Contractor will have for the completion and close out of the Project, **WWTP – Waste Water Treatment Plant Reuse Pump Replacement**.
3. "Article Four, Compensation" shall be amended for the provision of additional fees by the Contractor in the amount of **\$58,451.05** for a replacement of a 600 HP pump as indicated in **Exhibit A-1 Scope of Services and Basis of Compensation** that is attached and made a part of this First Amendment.
4. 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.

5. 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: Patricia L. Rambošk  
Patricia L. Rambošk, 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

**CONTRACTOR:**  
**DOUGLAS N. HIGGINS, INC.**  
4485 Enterprise Avenue  
Naples, Florida 34104  
Att: **Brandy L. Bartolone**, VP  
FEI/EIN Number: On File

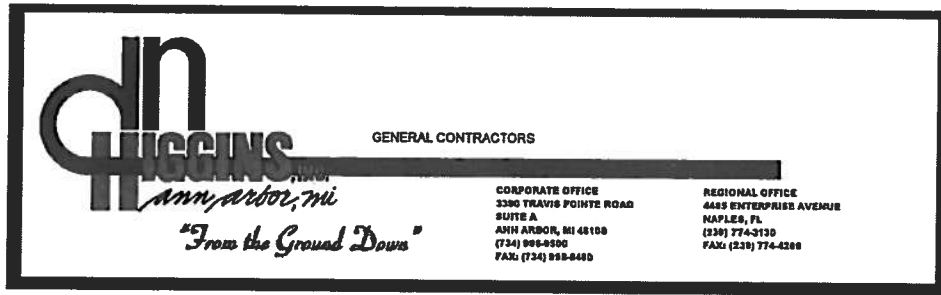
Brett Carnere  
Witness (Signature)

Printed Name: Brett Carnere

By: Brandy L. Bartolone  
(Signature)

Printed Name: Brandy Bartolone

Title: VP



March 4, 2015

Mr. David Graff, PMP  
Project Manager  
City of Naples  
380 Riverside Circle  
Naples, FL 34102

Re: WWTP Reuse Pump Replacement  
RFC #1 Flowserve VTP, Model 18ENH

Dear Mr. Graff,

Please find attached DN Higgin's cost to provide and install one Flowserve Vertical Turbine Pump, Model ENH 3 stage. The current fabrication lead time is approximately 5 weeks. This proposal includes one day of startup services by the manufacturer. The total cost to provide and install the new VTP pump is \$58,451.05. Please issue a change order to proceed with this work.

Should you have any questions feel free to contact us at your earliest convenience.

Sincerely,

Brett Carner  
Project Manager

CC: Brandy Bartolone

3/4/2015

City of Naples - WWTP Reuse Pump to Fit Existing 600 HP Motor

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	TOTAL
1	<b>BASE BID:</b> This quotation is for the purchase of a single unit Flowserve Pump which is to be mounted and driven by a existing 600 HP motor which is in the possession of the City of Naples. The attached quotation from Mader Electric shall be incorporated into this quotation. Tax Included.	1.00	LUMP SUM	\$50,827.00
2	<b>BASE BID 15% Markup:</b>	1.00	LUMP SUM	\$7,624.05
	Quote valid for 7 days			
<b>TOTAL PRICE FOR ITEMS 1</b>				<b>\$58,451.05</b>



# Mader Electric Motors

18161 N. Tamiami Trail  
 N. Ft. Myers, FL 33903  
 Tel 239-731-5455

# Estimate

Date	Estimate #
2/13/2015	68261-1

Name / Address
City of Naples- Payables 735 8th St. South Naples, Fl. 34102

Qty	Description	Total
1	<p>WWTP</p> <p>Flowserve VTP, Conditions of service as 6500 GPM's @ 278'TDH @ 1770 RPM            Driver: Existing 600HP, VSS Motor, 1800 RPM, to be reused "as is"</p> <p>Discharge Head: Existing Fab Steel D. Head and Flanged spacer coupling to be reused "as is"</p> <p>Mechanical Seal: Standard construction</p> <p>Column: Sufficient 16" Flanged Column x 2-7/16" 416 SS lineshaft and couplings, pipe to make 179" overall length from bottom of the pump Strainer to the bottom of the D. Head, Drop-In Bronze Spider, Buna insert, (Std. Factory coating, no epoxy paint)</p> <p>Bowl Assembly: 18ENH - 3 stage Flowserve pump with cast iron bowls, Standard Bronze enclosed impeller design, SS bolts, (Std. Factory paint, no epoxy paint)</p> <p>Suction: Bell with SS Basket Strainer</p> <p>* Reuse existing motor and discharge head            ** 5 weeks delivery            ***Includes 1 day of start up services by manufacturer's representative.</p>	
Freight included to job site		
<b>Subtotal</b>		\$47,950.00
<b>Sales Tax (6.0%)</b>		\$0.00
<b>Total</b>		\$47,950.00