

**FIRST AMENDMENT TO AGREEMENT  
(SERVICES)**

**THIS FIRST AMENDMENT** (the "First Amendment") to the Contract for Services is made and entered into this 4<sup>th</sup> day of May, 2015 by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **QUALITY ENTERPRISES USA, INCORPORATED**, a Virginia Corporation (the Contractor").

**WHEREAS**, the City and the Contractor entered into that certain Agreement to furnish Services, dated **August 20, 2014** (the "Original Agreement") (Reference Original Bid No. **ITB 14-046** and Original Clerk Tracking No. **14-00106** for services associated with **WWTP – Wastewater Treatment Plant Bar Screens Replacement: First Amendment: Revisions to Article 3.1 Time** ('Project'); and

**WHEREAS**, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor will be provided revisions to the Agreement and 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 indicate a **Notice to Proceed date of April 13, 2015 and a Final Completion date of November 15, 2015. Project Close Out** shall be performed within 60 days of Final Completion. Project: **WWTP– Wastewater Treatment Plant Bar Screens Replacement.**
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: Patricia L. Rambosk  
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

**CONTRACTOR:**

**QUALITY ENTERPRISES USA, INC.**  
3894 Mannix Drive, Suite 216  
Naples, Florida 34114-5406  
Att: **Louis J. Gaudio**, Vice President

By: [Signature]  
(Signature)

[Signature]  
Witness (Signature)

Printed  
Name: Marcie Cohen

Printed  
Name: Louis J. Gaudio

Title: Vice President

FEI/EIN Number: On File (Virginia)  
A Foreign Profit Corporation