

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

THIS FIRST AMENDMENT (the "First Amendment") to the Contract for Construction Services is made and entered into this **9th day of September, 2015** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **CROWTHER ROOFING AND SHEET METAL OF FLORIDA, INCORPORATED**, a Florida Profit Corporation (the Contractor").

WHEREAS, the City and the Contractor entered into that certain Agreement to furnish Construction Services, dated **March 18, 2015** (the "Original Agreement") (Reference Original Bid No. **ITB 15-028** and Original Clerk Tracking No. **15-00032** for services associated with **Re-Roof City of Naples Utilities Building: First Amendment: Article 3.1 Time and Article 4.1, Additional Services and Compensation** ("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" 3.1 shall be amended to **December 31, 2015** for the provision of additional time the Contractor will have for the completion and close out of the Project: **Re-Roof City of Naples Utilities Building and its Interior Repairs**.
3. "Article Four, Compensation" 4.1 shall be amended for the provision of additional fees by the Contractor in the amount of **\$5,663.00** as indicated in **Attachment A-1 Scope of Services and Basis of Compensation** which 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.

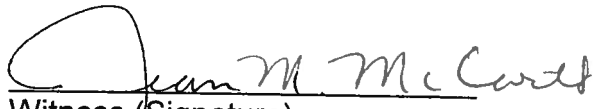
IN WITNESS WHEREOF, the City and the Contractor have caused this First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

ATTEST:

By: 
Patricia L. Rambold, City Clerk

Approved as to form and legal sufficiency:

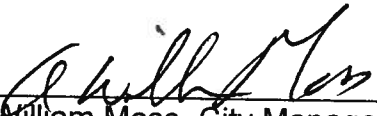
By: 
Robert D. Pritt, City Attorney


Witness (Signature)

Printed Name: Jean M. McCarthy

CITY:

CITY OF NAPLES, FLORIDA

By: 
A. William Moss, City Manager

CONTRACTOR:

Crowther Roofing and Sheet Metal of
Florida, Incorporated
2543 Rockfill Road
Fort Myers, Florida 33916
Att.: **Roger J. Smith, Sr.**, Vice President

By: 
(Signature)

Printed Name: ROGER J. Smith

Title: SR. Vice President

FEI/EIN Number: On File (FL)
A Florida Profit Corporation

Summary of Contract Costs

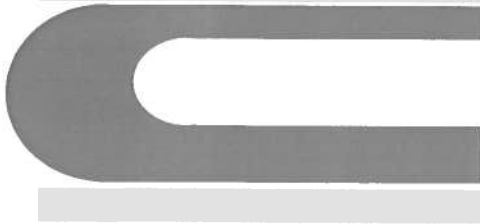
Utilities Operations Roof Replacement

	Contract Amount	Billed To Date
Roof Replacement.....	\$108,000.00	\$108,000.00
Allowances:		
Interior Repairs \$3,400.00		
Roof Deck Repairs \$2,000.00		
Carpet \$5,000.00		\$0.00
TOTAL Allowances.....	\$10,400.00	\$4,776.00
SUBTOTAL:	<u>\$118,400.00</u>	<u>\$112,776.00</u>
City Controlled Contingency.....	\$25,000.00	\$0.00
TOTALS:	<u>\$143,400.00</u>	<u>\$112,776.00</u>

REMAINING BALANCE ON P.O. 1500827: **\$30,624.00**

BREAKROOM REPAIR ESTIMATE: \$36,287.00
(Proposal provided by Crowther Roofing)

AUTHORIZATION AMOUNT REQUIRED FOR AMENDMENT NO. 1: **\$5,663.00**



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Mr. Dalas Disney, AIA
Disney & Associates, PA
1865 Veterans Park Drive, Suite 301
Naples, Florida 34109

August 13, 2015

RE: Proposal for Breakroom Changes
City of Naples Utility Department Office Building
380 Riverside Circle
Naples, Florida 34102

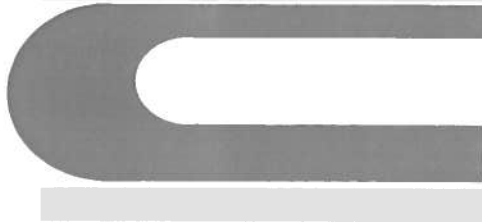
Mr. Disney,

Please allow me to thank you for the opportunity to submit our below mentioned pricing and scope of work for the above mentioned project. The basis of our pricing and scope of work has been based upon the drawings provided from your office on sheet A-2.04 and dated 04-30-2015 recognizing the "Owner Changes Brk Rm." Through the discussions of our bidding phase, we have some minor deviations to clarify in our scope of work below. Our proposed scope of work is as follows for the +/- 300 sq ft 2nd Floor Breakroom. This expanded scope of work is applicable to City Bid Specifications 15-028, specifically Section 01021/pages 19 and 20 – "Allowances", and is requested to be amended to include the following items in the lump sum cost as provided herein. These additional items will complete all repairs that were intended to be addressed as part of the original bid specifications.

- 1) Remove the existing furniture from the Breakroom and move to a location provided within the building provided by the owner.
- 2) Remove the existing carpeting and laminate flooring. Transport to the ground, haul away, and dispose of properly.
- 3) Provide a licensed subcontractor to cap-off the existing fire sprinkler head that is located within the current "closet-space."
- 4) Remove and cap-off the existing air vent located within the current "closet-space."
- 5) Remove the existing wall surfaces, framing, electrical lines, fixtures, ceiling, door frames, and door from the current "closet-space."
 - a) Transport to the ground, haul away, and dispose of properly.
 - b) Provide the owner any materials and/or hardware that may be able for future use.
- 6) Furnish and install new water-lines to be run through the ceiling for the new ice-make/refrigerator to be placed along the North wall of the Breakroom.
- 7) Furnish and install two (2) new GFI receptacles cut into the block wall along the North wall of the Breakroom.
- 8) Furnish and install new furring strips along the North wall of the Breakroom to allow for the new electrical lines to be run along this wall.
 - a) Atop the new furring strips, furnish and install new finish gypsum based wall boards that will be finished to match the remaining walls of the existing Breakroom.
- 9) Furnish and install new framing accordingly to match the ceiling of the North side of the Breakroom to match the design and configuration of the South side of the Breakroom.

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2543 ROCKFILL ROAD	●	FORT MYERS, FLORIDA 33916	●	(239) 337-1300	●	FAX: (239) 332-0939
NAPLES, FLORIDA	●		●	(239) 649-5006	●	FAX: (239) 649-6006
7321 INTERNATIONAL PLACE	●	SARASOTA, FLORIDA 34240	●	(941) 343-9600	●	FAX: (941) 371-8969
15865 ASSEMBLY LOOP ROAD	●	JUPITER, FLORIDA 33478	●	(561) 624-9400	●	FAX: (561) 624-9189
State of Florida Contractors License No. CGCA15477		●	Florida Contractors Roofing License No. CCC 039822			
State Certified Mechanical Contractor License No. CMC 1250360		●	State Certified Electrical Contractor License No. EC 13005333			



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- 10) Furnish and install new DalTile Paver Style 6"x 6" #0Q85 (2) "Gray" floor tile to the entire room (excluding South side closet space). This will include standard terminations/connections to other flooring areas and cabinets.
 - a) Bullnose tiles are not available in this style/color of tile.
 - b) Upon approval of colors and samples, this product is at least two (2) weeks out for delivery.
- 11) Furnish and install new Shenandoah "Dominion Painted Square – Linen Y3P" cabinets in accordance with the related drawings except that a matching shelf will be placed at the East side of the roof at the North and South sides to accommodate the slope of the roof structure.
 - a) The new cabinets are complete with a single sink bowl and a single gooseneck lever handle.
 - b) This includes marine grade plywood at the sink configuration.
 - c) All colors and styles to be approved prior to ordering.
- 12) Furnish and install new painted finishes to all surfaces to match the existing as closely as possible.
- 13) All appliances are to be provided by the owner.

We offer the above mentioned scope of work for the following:

Thirty-Six Thousand Two Hundred Eighty-Seven Dollars

\$ 36,287.00