

**FIRST AMENDMENT  
TO CONSULTING SERVICES AGREEMENT**

**THIS FIRST AMENDMENT** (the “First Amendment”) to the Consulting Agreement is made and entered into this 5<sup>th</sup> day of April, 2006 by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Capri Engineering LLC.** (the “Consultant”).

**WITNESSETH**

**WHEREAS,** the City and the Consultant entered into that certain Agreement to furnish **Professional Engineering Services dated the 7<sup>th</sup> day of December , 2005 (Res. # 05-11034)** (the “Original Agreement”) **to the City’s Community Development Department for services associated with plan examination and code compliance inspector** services (‘Project’); and

**WHEREAS,** the parties desire to amend the Original Agreement by this First Amendment so that the Consultant will provide additional services 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. The scope of services shall be amended in accordance with Exhibit “A” attached hereto and incorporated herein for the provision of additional services by the Consultant in an amount not-to-exceed **\$20,000.00 in order to continue professional inspector and plan review services for the City of Naples Community Development Department (‘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 Consultant have caused this First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

**CITY:**

**ATTEST:**

**CITY OF NAPLES, FLORIDA**

By: \_\_\_\_\_  
Tara Norman, City Clerk

By: \_\_\_\_\_  
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

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

**CAPRI ENGINEERING LLC.**

\_\_\_\_\_  
witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Amendment to agreement



Code Administration, Plan Review &amp; Inspection Services

## EXHIBIT A

March 15, 2005

The City of Naples Building Department  
 Attn: Jennifer  
 270 Riverside Drive  
 Naples, FL 34102

Re: **MUNICIPAL BUILDING DEPARTMENT SUPPORT SERVICES**  
 Professional Services Proposal

Dear Jennifer:

In reference to the municipal support services required to support your building department functions on an as-needed basis, it is with great pleasure that we submit this proposal for your consideration.

Based on our understanding of the scope of work required which will be to provide your department with Florida Statute §468 certified professionals to perform Plans Examination and Code Compliance Inspections on an as needed basis for any or all disciplines, we herewith submit our proposal as follows.

We propose to provide Florida Statute §468 certified Plans Examiners and Inspectors to perform, mandatory building code plan reviews and inspections associated with any of the General Building, Structural, Mechanical, Electrical, and Plumbing building components on behalf of The City of Naples Building Department as their agent so as to reasonably assure compliance with the Florida Building Code, local administrative and technical amendments, in accordance with the following schedule of fees:

	<u>Single-Certified Personnel</u>	<u>Multi-Certified Personnel</u>
➤ DAILY RATES	\$590/day/professional	\$650/day/professional
➤ WEEKLY RATES	\$2,750/week/professional	\$3,000/week/professional
➤ MONTHLY RATES	\$11,500/month/professional	\$12,500/month/professional

Our office will require a 48-hour notice for each assignment and four (4) hour minimum charge shall apply to each assignment. In the event the City of Naples Building Department hires any of our assigned professionals during the assignment or within a period of one year following said assignment, the City of Naples agrees to pay us a professional placement fee of \$25,000.

Please acknowledge your acceptance of this proposal by signing below and returning a copy of this letter to my attention.

We would like to thank you for considering CAPRI for your professional service needs and we are looking forward to being of service.

Respectfully submitted,  
 CAPRI Engineering LLC

Gary H. Elzweig, P.E.  
 Chief Executive Officer

Understood, Accepted and Agreed:
By:
Print Name:
Date:

CAPRI Engineering LLC  
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 www.capriengineering.com