

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to Professional Services Agreement is made and entered into this **18th day of October, 2006** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Kris Jain and Associates, Inc.** (the “Consultant”).

WITNESSETH

WHEREAS, the City and the Consultant entered into that certain Agreement to furnish **Professional Engineering Services dated September 7th, 2005 (Resolution 05-10930)**(the “Original Agreement”) **concerning certain design services for three City of Naples Building Facilities** (‘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 the **amount not-to-exceed \$32,700.00 to perform additional professional services for finalizing plans, bidding and construction administration services for two City facilities** (‘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

KRIS JAIN AND ASSOCIATES, INC.

witness

By: _____

Name: _____

Title: _____

Amendment to agreement

Gentlemen:

The design, plans and specifications for the above two projects have recently been completed. This contract amendment deals with continued engineering services dealing with Bidding Assistance and Construction Administration service indicated as TBD (to be determined). Please attach this letter to the City's Contract Amendment to Service Agreement and to the new PO. Following is noted:

3.0 BASIC SCOPE OF SERVICES

3.3 Finalize plans for bidding and permitting.

3.4. Construction Bid Services

- a. Attend pre-bid meeting.
- b. Duplicate and furnish bid documents to prospective bidders.
- c. Provide clarification to contract documents and issue necessary addenda.
- d. Attend bid opening. Prepare and tabulate bids.
- e. Assist the Owner (City) in evaluating the bids and recommending a Contractor.

3.5 CONSTRUCTION ADMINISTRATION

- a. Shop Drawings & Submittal Reviews: Review contractor's submittal of concrete mix designs, shop drawings, catalog data, schedules, product samples and other necessary data required for conformance with the design concept of the project.
- b. Request for Information (RFI's): Review and respond to Contractor's request for clarification to design documents.
- c. Review and recommend construction change orders.
- d. Review and approve Contractor's periodic request for payments.
- e. Progress Meetings: Periodically conduct progress meetings with the Contractor and Owner's representative.
- f. Construction Observations: Observe construction on a periodic basis and at critical stages with the consultants to assure that the construction work is progressing satisfactorily and is generally complying with the contract documents. Advise the Owner when defective materials or work is observed. Full time and detailed observations are excluded from the Basic Scope of Services. We shall not be responsible for the means and methods of the Contractor or his failure to follow approved construction documents.
- g. Substantial Completion Inspection: Conduct substantial completion inspection with a punch list of corrections.
- h. Final Inspection: Conduct a final inspection with the Owner and Contractor including recommendations for acceptance of the project and construction close out.

4.0 BASIS OF COMPENSATION

Basis for compensation for the two projects shall be as follows:

4.1 **Project #1-0S701. Equipment Services Facility Improvements**

a.	Finalize plans for bidding and construction		\$ 1,000.00 LS
b.	Bidding services		\$ 2,000.00 LS
c.	Construction Administration (Para 3.5a-3.5e) (Shop drawings, RFI's, CO's, Application for Payments and Monthly progress meeting.)		\$ 6,000.00
d.	Construction Administration (Para 3.5f-3.5h) Const. observations, Substantial and Final inspections.	T & Expense basis. NTE	\$14,000.00
e.	Reimbursable Expenses		<u>\$ 400.00</u>
		SUB TOTAL 4.1	\$23,400.00

4.2 **Project #2 – 0N08. WW Warehouse Extension.**

a.	Finalize plans for bidding & construction		\$ 500.00
b.	Bidding services		\$ 1,500.00
c.	Construction Administration (3.5a-3.5e)		\$ 2,500.00
d.	Construction Administration (Para 3.5f-3.5h) Const. observations, Substantial and final Inspections.	T & Expense basis NTE	\$ 4,500.00
e.	Reimbursable Expenses		<u>\$ 300.00</u>
		SUB TOTAL 4.2	\$ 9,300.00

TOTAL 4.1 & 4.2 \$32,700.00

4.3 PAYMENTS

- a. Fee for services shall be invoiced on a periodic basis in proportion to the services rendered.
- b. Payments: Payments shall be due within 3 weeks of invoice with an overdue charge of 1.0 % per month.

5.0 ADDITIONAL SERVICES: Following services are considered Additional to the Basic contracted services for which we are to be compensated after approval on a Time & expense basis.

- a. Significant changes in the general scope of the project or the design, including but not limited to changes in the size and complexity, character of construction and revising previously accepted design, plans and specifications when such revisions and changes are due to causes beyond our control.
- b. Filing applications for permits with Local, State Federal agencies.
- c. Observing Contractor's defective work.
- d. Recommendations for defective work & observing corrective work
- e. Design and drawings of underground and hidden utilities and structures.
- f. Design, drawings or consulting for the Fire Alarm and smoke detection system are excluded. We understand that this is being handled by the Owner under separate contract.

6.0 INSURANCE: We carry a standard Engineers Professional Liability Insurance coverage of \$250,000/ 500,000. Additional insurance coverage, if desired, can be provided at an additional fee cost.

We trust the above satisfactorily sets forth the understanding of the arrangements between the City and us. If acceptable, we shall appreciate your approval by signing in the space provided and returning it to us. If a P.O. or a standard City/Engineer agreement is used, we shall appreciate attaching this letter proposal to it. We look forward to working with the City once again. Should there be any questions, please let us know.

Accepted for

City of Naples

By: _____
Name (_____)

Position: _____

Date: _____

Encl: Rate Schedule

Very truly yours

Kris Jain & Assoc., Inc.

Kris K. Jain
Kris K. Jain, P.E. *9/28/06*
President