

**FIRST AMENDMENT TO
CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

THIS FIRST AMENDMENT (the “First Amendment”) to the **Continuing Contract for Professional Services** is made and entered into this **13th day of June, 2007** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the “City”), and **Rare Earth Sciences, Inc., dba HSA Engineers & Scientists** (the “Consultant”).

W I T N E S S E T H

WHEREAS, the City and the Consultant entered into that certain Agreement to furnish **Engineering Services dated the 13th day of June, 2007 (Res. 07-_____)** (the “Original Agreement”) **from time-to-time on an on-going basis as needed and requested by the City** (‘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 services by the Consultant in the amount not-to-exceed **\$44,500.00 to provide professional engineering and design services for the renovations to Fire Station #1 (‘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

Rare Earth Sciences, Inc.
Db a HSA Engineers & Scientists

witness

By: _____

Name: _____

Title: _____



March 2, 2007

City of Naples
Department of Construction Management
295 Riverside Drive
Naples, Florida 34102

ATTN: David A. Graff
Project Manager

SUBJECT: **NAPLES FIRE STATION #1 RENOVATION**
835 8th Avenue South
Naples, Florida
Proposal/Letter Agreement for Engineering Services
Proposal F2007-105/76-23559

Dear Mr. Graff:

We are pleased to offer design phase and optional construction phase services for the subject project. As we understand the scope of work, we are to provide engineering for fire protection, plumbing, HVAC, and electrical systems design as well as miscellaneous structural and architectural services for renovations at Fire Station No.1. This proposal is based upon your Preliminary Scope of Work documents dated January 2007 and our meeting in your office on February 14th.

The project will consist of two parts. Part 1 will be a study and design to replace the existing emergency power service for the fire station. We understand that this project is fully funded and the City has targeted completion of construction prior to the upcoming hurricane season. Part 2 will be design of renovations internal to the existing fire station structure with individual bunk rooms provided for eight staff. The existing lieutenant quarters and toilet room will be converted to an office / training room. We understand that construction of this project has not been funded and is programmed for fiscal year 2008. Our scope of services will include:

BASIC DESIGN PHASE SERVICES – PART 1

ELECTRICAL: We shall prepare an engineering study to evaluate replacement of the fire station emergency generator and automatic transfer switch with a new service extended from the existing emergency generator serving the adjacent City Hall and EMS buildings. We understand that this generator has been sized to handle the projected load from Station #1. Design alternatives shall be provided for consideration by City Staff and the building end-user. Electrical design services and preparation of bidding documents shall be provided to indicate removal of the existing generator and for construction of the selected alternative. We assume that the normal and emergency power systems downstream of the existing automatic transfer switch including panels, wiring, etc. are satisfactory and shall remain in use. Electrical records of the demand loads for each building shall be provided for our use in preparation of the design alternatives.

DELIVERABLES: A written report with design alternatives, sketches and statements of probable construction costs shall be provided at the conclusion of the study phase of the

Full Service Engineering & Construction • Environmental & Water Resources •
Testing & Inspection • Drilling • Geological & Geophysical Services • Industrial Hygiene & Building Sciences
1520 Royal Palm Square Boulevard • Suite 260 • Fort Myers • Florida • 33919
Tel: (239) 936-4003 • Fax: (239) 936-0819 • E-mail: hsa-fm@hsa-env.com • web: www.hsa-env.com
Offices in: Tampa • Ft. Myers • Cape Canaveral • West Palm Beach • Ft. Lauderdale • Hilton Head • Savannah • Biloxi



City of Naples – Department of Construction Management
NAPLES FIRE STATION #1 RENOVATION
Proposal/Letter Agreement for Engineering Services
Proposal F2007-105/76-23559
March 2, 2007
Page Two of Five

project. Deliverables at the completion of the design phase shall include bidding documents of the proposed work prepared in AutoCAD 2006 format. We have also included preparation of five sets of progress prints at completion of the 95% construction documents phase for your review and final approval. We will prepare electrical systems specifications for the proposed work on the drawings. Five sets of signed/sealed construction documents for permitting purposes are included. Front end documents with the City of Naples standard terms and conditions, contractual information, bidding requirements, etc. will be prepared by City staff.

BASIC DESIGN PHASE SERVICES – PART 2

FIRE PROTECTION: Design work for the fire station renovation shall include relocating sprinkler heads to accommodate new internal partitions in the building.

PLUMBING: Design work for the fire station renovation shall include demolition of plumbing fixtures, piping, etc as required to accommodate the proposed floor plan.

HVAC: Design work for the fire station renovation shall include replacement of the existing equipment with new high efficiency split DX cooling systems with electric resistance heating. Supply air and return air ductwork systems shall be modified or replaced as necessary to accommodate the floor plan and provide for reasonable zoning. Outdoor ventilation air requirements for the entire fire station shall be evaluated to assess the need for and provide a dedicated pre-conditioning unit where required.

ELECTRICAL: Design work for the fire station renovation shall include new interior lighting, receptacles for general purpose power and power for HVAC equipment as necessary to support the proposed floor plan changes. Existing systems including intercom, fire alarm, phone, data, etc. will be extended to accommodate the renovations. The owner shall provide system specifications and material requirements for our use in preparation of the system design work. All existing equipment, devices and wiring outside of the proposed sleeping quarters and office/training room shall remain in use without modification.

STRUCTURAL / ARCHITECTURAL: Design work for the fire station renovation shall include review of the proposed building renovations for Life Safety compliance and adjustment of the plan as may be required. We understand that space programming has been completed and the floorplan/space allocation as indicated on your preliminary plan has been approved. Since accurate as-built drawings are unavailable we have included in our design services field verification of critical building dimensions. Additional work shall be as defined in the Preliminary Scope and will include replacement of ceiling tiles throughout the facility, evaluation/replacement of the ceiling grid, new operable windows, evaluation of the floor tile, new stairway treads, interior re-painting, baseboard replacement and evaluation/replacement of the kitchen appliances and cabinets.



City of Naples – Department of Construction Management
NAPLES FIRE STATION #1 RENOVATION
Proposal/Letter Agreement for Engineering Services
Proposal F2007-105/76-23559
March 2, 2007
Page Three of Five

DELIVERABLES: Bidding documents of the proposed work will be prepared in AutoCAD 2006 based upon backgrounds as created from our field investigation. We have also included preparation of five sets of progress prints at completion of the design development and 95% construction documents phases for your review and approval. We will prepare fire protection, mechanical, electrical and architectural systems specifications for the proposed work on the drawings. Five sets of signed/sealed construction documents for permitting purposes are included. A statement of probable construction cost will be prepared at completion of the design development phase. We will prepare a Florida Energy Code Compliance Report for the building renovations. Front end documents with the City of Naples standard terms and conditions, contractual information, bidding requirements, etc. will be prepared by City staff.

BASIC CONSTRUCTION PHASE SERVICES – PART 1 (optional)

BIDDING/NEGOTIATIONS PHASE SERVICES: We will provide assistance during the bidding phase including participation in the pre-bid meeting, review/recommendations of award to bidders, preparation of clarifications/addendum as required.

SHOP DRAWING REVIEW SERVICES: We will provide review of contractor shop drawing submittals.

CONSTRUCTION OBSERVATION SERVICES: We will participate in the pre-construction conference, monthly contractor meetings, and will visit the site during the progress of construction to observe compliance with the design intent.

RECORD DRAWING SERVICES: We will prepare record drawings of the project based upon contractor red-line markups of field changes. Record drawings will be provided both in hard copy format and as DWG files on a CD.

FEES

Our lump sum fees for basic services as described above are as follows:

BASIC DESIGN PHASE SERVICES – PART 1

Emergency Power Study	\$ 4,000.00
Emergency Power Construction Documents	\$ 4,500.00
TOTAL for Part 1	\$ 8,500.00

BASIC DESIGN PHASE SERVICES – PART 2

Fire Station Design Development Documents	\$12,000.00
Fire Station Construction Documents	\$24,000.00
TOTAL for Part 2	\$36,000.00



City of Naples – Department of Construction Management
NAPLES FIRE STATION #1 RENOVATION
Proposal/Letter Agreement for Engineering Services
Proposal F2007-105/76-23559
March 2, 2007
Page Four of Five

BASIC CONSTRUCTION PHASE SERVICES – PART 1 (optional)

Bidding Assistance	\$1,500.00
Shop Drawing Review	\$ 800.00
Site Visits (up to 4 @ \$ 600 each)	\$2,400.00
Record Drawings	<u>\$1,000.00</u>
TOTAL for Construction Phase Services	\$5,700.00

REIMBURSABLE EXPENSES

Expenses for mileage, blueprints, reproduction services, overnight or express delivery services and long distance telephone calls shall be reimbursable to HSA. However, in no instance shall HSA bill the client for in-house plots or blueprints. The maximum allowed for these expenses shall be 110% of the engineer's actual costs.

The fees quoted above are valid for 90 days from the date of this proposal/contract letter. If authorization is received after the 90 day period has expired, HSA retains the right to revise the fee schedule.

All items specified in the above Scope of Services shall be provided one (1) time for each item, unless otherwise noted. Services not specifically described above and not included in this proposal will be performed at HSA's discretion as additional services on an hourly basis, plus reimbursable expenses, in accordance with the Professional Fee Schedule enclosed with this Agreement. When such work can be identified in advance, HSA will provide a reasonable estimate for such work and will proceed with the work upon written authorization by the Client.

SCHEDULE

HSA is prepared to begin work on this project within 2 weeks of execution of an agreement and receipt of your written notice to proceed.

QUALIFICATIONS

- Civil engineering services are excluded from this proposal, but can be provided as additional services upon request.
- Surveying services are excluded from this proposal.
- Preparation of construction phasing documents and/or documentation as may be required for temporary accommodations for displaced fire station staff during construction are not included, but can be provided as additional services upon request.
- Design services will be performed under the Florida Building Codes in effect at the onset of project design. Should construction permitting be delayed to a time when new code editions are in effect, any re-design services which become necessary shall be considered additional services with fees to be negotiated at that time.



City of Naples – Department of Construction Management
 NAPLES FIRE STATION #1 RENOVATION
 Proposal/Letter Agreement for Engineering Services
 Proposal F2007-105/76-23559
 March 2, 2007
 Page Five of Five

LETTER AGREEMENT ACCEPTANCE

Acceptance of this proposal may be indicated below by your signature or that of a duly authorized representative. A properly executed original and/or facsimile copy returned to our office will serve as our authorization to proceed with services identified herein.

Should we have overstated or understated the project's scope of services please let us know so that we might adjust our proposal as appropriate. Please contact us at your convenience should you have questions or need additional information. Thank you for the opportunity to offer our services.

Respectfully,

HSA ENGINEERS AND SCIENTISTS

Richard G. Lewis, P.E.
 Principal Engineer

Michael Lastovica, P.E.
 Project Engineer

Attachments: 2006 Professional Fee Schedule
 Standard Agreement

**AUTHORIZATION AND ACCEPTANCE
 For City of Naples, Florida**

IN WITNESS WHEREOF, HSA Engineers and Scientists (HSA) and the UNDERSIGNED have agreed to the Terms and Conditions (attached) and have executed this Agreement the day and year indicated below.

Accepted By:

_____ Company

By:

_____ Signature

_____ Date

_____ Name and Title (Please Print)