

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

**THIS SECOND AMENDMENT** (the “Second Amendment”) to the **Continuing Contract for Professional Services** is made and entered into this **23<sup>rd</sup> day of January, 2008** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Kris Jain & Associates, Inc.** (the “Consultant”).

**WITNESSETH**

**WHEREAS**, the City and the Consultant entered into that certain Agreement to furnish **Engineering Services dated 9<sup>th</sup> day of September, 2005 (Res. 05-10930)** (the “Original Agreement”) **certain design services for three City of Naples Building Facilities** (‘Project’); and

**WHEREAS**, the parties desire to amend the Original Agreement by this Second 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 **\$8,145.00 to provide additional professional engineering services for improvements to Equipment Services and the Wastewater Collections Warehouse** (‘Project’).
3. Article Four “Time” shall be amended to allow for additional services for an additional 120 days through August 31, 2008.
4. The terms of this Second 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 Second Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
5. This Second 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 Second 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: \_\_\_\_\_  
A. William Moss, City Manager

Approved as to form and legal sufficiency:

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

**Kris Jain & Associates, Inc.**

\_\_\_\_\_  
witness

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

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

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

STRUCTURAL  
INVESTIGATIONS  
REPORTS  
  
INSPECTIONS  
FAILURE ANALYSIS

**KRIS JAIN & ASSOC., INC.**  
CONSULTING ENGINEERS

4439 LAKEWOOD BLVD., NAPLES, FL 34112  
PH: (239) 262-4225. FAX: (239) 262-4101  
Email: kjain0001@aol.com

**Contract Amendment #2**

**City of Naples**  
**Construction Management Dept.**  
270 Riverside Circle  
Naples, FL 34102

December 17, 2007

Attn: Mr. Ron Wallace, P.E.  
  
Cc: David Graff, Project Manager  
  
Subject: Request for Approval of Fees for  
Additional Engineering Services during  
City Permitting for Renovations & Additions to  
**MV Service Bays- City Project # 06S01**  
**WWC Warehouse- City project # 03N08**  
P.O. # 046394, dated 10/30/06, updated 11/05/07

Gentlemen:

We request approval of fees incurred by us in Additional Engineering Services necessary during the process of obtaining construction permits by the Contractor on the above two City projects.

These services were beyond our basic scope of services and are considered unanticipated Additional Engineering Services. The City PM is well aware that prior to the bids the design plans had passed a preliminary Fire Protection and other plan review by the building department. However, when the final bid plans were submitted for permits, numerous unnecessary fire protection, plumbing, ventilation and facility questions and rejection comments were raised. All these objections and rejection comments had to be discussed and resolved with the permit staff, the plans revised and resubmitted for permits, thus resulting in additional engineering time. Most of the objections and comments were found unnecessary and ruled out. In the interest of time and to expedite the permit process, the necessary additional services were performed in anticipation of the additional fee approval. After nearly 5 months, the Contractor has recently obtained the City permits and started construction on both projects. Following Additional Services & Fees are requested:

**ADDITIONAL SERVICES & FEES**  
Construction Administration-Permitting

<u>Task</u>	<u>Project &amp; Services</u>	<u>Additional Fees<sup>1</sup></u>
Task 4.1	MV Service Bays <ul style="list-style-type: none"><li>• Phone calls and meetings with the City permit staff to resolve the various plan review comments. <i>(Requiring garage floor drains &amp; an oil separator, garage mechanical ventilation, changed garage occupancy classification, questioning garage operations, storage</i></li></ul>	\$4,955.00

<sup>1</sup> See attached spreadsheet of fee breakdown.

MEMBER: FES . NSPE . ASCE . ACI

*tank construction, fire alarm and fire protection systems, oil storage room electrical wiring, etc.)*

- Revise design plans to address the City plan review comments.
- Prepare and issue necessary contract "Work Change Directives" to the Contractor.
- Resubmit revised design plans and response letter to plan review comments.

Task 4.2      WWC Warehouse      \$3,190.00

- Phone calls and meetings with the City permit staff to resolve the plan review comments. (*Questioning fire alarm system, fire sprinkler design, facility usages, reclassifying facility use category and requiring higher wind importance factor, exit lighting, etc.*)
- Revise design plans to address the City plan review comments.
- Prepare and issue necessary contract "Work Change Directives" to the Contractor.
- Resubmit revised design plans and response letter to plan review comments

Total Additional Fees      \$8,145.00

We shall appreciate prompt approval of the fee and issue of a revised P.O. Should there be any questions, please let us know. Thanks.

Very truly yours,

Kris Jain & Assoc. Inc.

*Kris K. Jain 12/17/07*

Kris K. Jain, P.E.  
President

Encl: Fee Breakdown Spreadsheet

CityContrAmend#2.doc

CITY OF NAPLES

**Contract Amendment #2**

Additional Engineering Services for City Permits

MV Service Bays & WWC Warehouse

ENGINEER: KRIS JAIN & ASSOC., INC.

**FEE BREAKDOWN**

**EXHIBIT "I"**

CityAmend#2FeeBrkdown.xl

DATE: December, 2007

*K. Jain*  
*12/17/07*

TASK	SUB TASK	Principal PE Struct Eng 145	Sr Mech Engineer 180	Sr Elec Engineer 150	Cad tech 70	Exec Secy 60	Total Hrs	Sub Consultant 1.1	Sub Task Fee	Sub Task Total
<b>4.1</b>	<b><u>MV Service Bays, City Project No. 06S01</u></b>									
a	Phone calls & conferences with permit staff to resolve fire protection & plan review objections & comments.	8	1				9		\$ 1,340	
b	Revise plans & specs to address Plan Review Comments.	11	2				13		\$ 1,955	
c	Prepare & Issue Contractor "Work Change Directives."	2				1	3		\$ 350	
d	Resub. revised permit plans & specs with PRC response.	6	1			1	8		\$ 1,110	
	Reimbursables (Reprod of plans, specs, mailing etc.)								\$ 200	
	Total Hours	27	4	0	0	2	33			\$ 4,955
<b>4.2</b>	<b><u>WWC Warehouse, City project No. 03N08</u></b>									
a	Phone calls & conf. with permit staff to resolve Fire protec wind Importance Factor & other comments.	6					6		\$ 870	
b	Revise plans & specs to address Plan Review Comments.	6	1				7		\$ 1,050	
c	Prepare & Issue Contractor "Work Change Directives."	3				1	4		\$ 495	
d	Resub. revised permit plans & specs with PRC response.	3	1			1	5		\$ 675	
	Reimbursables (Reprod of plans, specs, mailing etc.)								\$ 100	
	Total hours	18	2	0	0	2	22			\$ 3,190
	<b>Total Fee Task 4.1+ 4.2</b>									<b>\$ 8,145</b>