

**SECOND AMENDMENT
TO THE CONTINUING CONTRACT AGREEMENT**

THIS SECOND AMENDMENT (the “Second Amendment”) to Agreement is made and entered into this 3rd day of November, 2004 by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Kimley-Horn and Associates, Inc.** (the “Contractor”).

W I T N E S S E T H

WHEREAS, the City and the Contractor entered into that certain Agreement **to provide Transportation Engineering Services on an as-needed basis, dated October 1, 2003** (the “Original Agreement”); and

WHEREAS, the parties desire to amend the Original Agreement by this Second Amendment so that the Contractor 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. “Article Four, Compensation” shall be amended in accordance with Exhibit “A” attached hereto and incorporated herein for the provision of additional fees by the Contractor in the amount **not to exceed \$9,500.00 for evaluation of the Waterside Shops Project (‘Project’)**.
3. 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.
4. 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 Contractor 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: _____
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

KIMLEY-HORN AND ASSOCIATES, INC.

witness

By: _____

Name: _____

Title: _____

January 14, 2004

Mr. George Archibald
Engineering Division
City of Naples
295 Riverside Circle
Naples, FL 34102

■
Suite 100
1820 East Park Avenue
Tallahassee, Florida
32301

Re: *City of Naples Consulting Service – Waterside Shops – Pelican Bay PUD
Amendment*

Dear Mr. Archibald:

Kimley Horn and Associates, Inc. (KHA or “the Consultant”) is pleased to submit this letter agreement to the City of Naples (“the Client”) for transportation planning consulting services under our existing contract with the City.

Our proposed scope of services, schedule and fee for this project are provided below.

PROJECT UNDERSTANDING AND SCOPE OF SERVICES

We understand that this is a modeling task related to the review of the proposed Waterside Shops – Pelican Bay PUD Amendment. The analysis will involve checking the reasonableness of results of the analysis by the Applicant of project impacts on area roadways, and specifically on West Boulevard and Crayton Road. This analysis will be accomplished using FSUTMS model simulation of latest Collier County model, with land use assumptions from the proposed development plan. An analysis of modeling results upon these roadways will be provided to the City in the form of a letter report.

ADDITIONAL SERVICES

The following tasks are not included in the Scope of Services, but can be provided as additional services if requested and authorized by you. Compensation for additional services will be agreed upon prior to their performance.

- Meetings
- Additional modeling
- Coordination with Collier County

SCHEDULE

KHA will provide services as expeditiously as possible to meet a mutually agreed upon schedule.

FEE

We will provide all services on the basis of our current hourly billing rates plus an amount to cover certain direct expenses for the project which would include in-house duplicating, facsimile, local mileage, telephone, postage, in-house blueprinting, word processing and cellular phone use. In addition, other direct expenses (e.g. out-of-town mileage, meals, express mail, etc.) will be billed at 1.15 times cost. Kimley-Horn's computer reimbursable expenses are billed at the hourly rate of \$25.00. Fees are payable from monthly billing, based upon the services actually accomplished at that time. Billing is due and payable within 25 days.

Actual fees for these tasks in the Scope of Services will be based on the effort expended. Based on our experience, we estimate that the total fees and expenses for this project will be in the range of \$6,500 to \$9,500. Fees for any additional meetings and/or negotiations as a part of authorized supplementary services will be determined based on the needs of the particular tasks.

CLOSURE

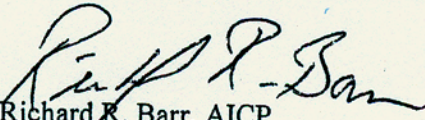
In addition to the matters set forth herein, our Agreement shall include, and shall be subject to, the Standard Provisions attached hereto and hereby incorporated herein. The term "the Client" as used in the attached Standard Provisions shall refer to the **City of Naples**.

If you concur with the above and wish to direct us to proceed, please execute the enclosed copy of this letter agreement in the space provided and return the same to the undersigned. Fees and times stated in this Agreement are valid for sixty (60) days after the date of agreement by the Consultant.

We look forward to beginning as soon as possible to help expedite your project. If you have any questions regarding the above, please contact us.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.


Richard R. Barr, AICP
Vice President