

**THIRD AMENDMENT
TO AGREEMENT**

THIS THIRD AMENDMENT (the “Third Amendment”) to Agreement is made and entered into this 7TH day of December, 2005 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 for **to provide Transportation Engineering Services on an as-needed basis, dated October 1, 2003** (the “Original Agreement”) for services associated with the Construction Management Department (Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this Third 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 of \$57,500.00 to perform a One-Way Corridor analysis, and to perform Traffic Engineering Support Services(‘Project’)**.
3. The terms of this Third 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 Third Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Third 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 Third 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: _____

ATTACHMENT A

SCOPE OF ONE-WAY STREET DESIGN FOR GULF SHORE BOULEVARD Sep05

SUBJECT: The scope of the one-way street analysis for Gulf Shore Boulevard will include the following elements and will take into consideration the listed assumptions: The goal of the analysis providing intermodal uses 'on-street' along with 'off-street' will include the following elements and assumptions:

ELEMENTS:

1. Traffic circulation sketches will be prepared to reflect the existing traffic patterns, the one-way northbound traffic patterns and the one-way southbound traffic patterns. The one-way alternatives will designate the recommended location of on-street pathways and reflect the alternate off-street sidewalk per assumptions noted below. The two one-way circulation alternatives will include a preliminary concept of signing, marking and traffic control planning.
2. Traffic Volume/LOS analysis will be performed for the above northbound and southbound scenarios. The one-way northbound control on Gulf Shore Boulevard will extend between Central Avenue and 20th Avenue South. The one-way southbound control on Gulf Shore will extend between Central Avenue and 20th Avenue South. The LOS analysis will include the identification of any changes in LOS on the parallel corridors of 2nd Street South (Gordon Drive) and on 3rd Street South along with 5th Avenue South.
3. The analysis will comment on the advantages and disadvantages of alternative locations for intermodal facilities on each alternative (on-street versus off-street alternatives per item #1 above) and additionally identify safety issues and aesthetic issues.
4. For each of the three alternatives per item #1 above, the analysis will evaluate the controls for operational implementation and provide comments as to intermodal utilization, changes in traffic circulation, safety issues, access issues and related land use issues.

ELEMENTS: continued

5. The analysis will provide the following opinion of cost information: a) identify cost differentials in terms of vehicular travel distances/travel time between existing conditions and the two one-way alternatives; b) provide preliminary signing and marking opinion of cost information for implementation of the one-way alternatives; and c) provide opinion of cost information for implementation of intermodal cost using City unit cost data.
6. Provide summary recommendations in comparing existing conditions with the two one-way scenarios outlined above with on-street and off-street intermodal facilities.
7. The City reserves the right to amend the contract to require additional evaluations and analysis as may be necessary utilizing the contract unit pricing.

ASSUMPTIONS:

1. Cost comparison (operational & installation) will be between the 'existing' conditions and the two alternatives noted above.
2. The resulting volume and LOS data will be based on current LOS 'C'.
3. Future traffic will be based on prior traffic modeling analysis by Kimley-Horn and Associates.
4. Off-street sidewalk facility will be in accordance with the City's preliminary design as located on the west side of Gulf Shore Boulevard.
5. Information to be provided by the City, preparation of exhibits, attendance at public meetings, additional services and fee/billing will be as identified in the attached proposal letter dated November 14, 2005.



Kimley-Horn
and Associates, Inc.

November 14, 2005

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

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Suite 100
1820 East Park Avenue
Tallahassee, Florida
32301

Re: *City of Naples Consulting Services*
One-Way Street Design for Gulf Shore Boulevard

Dear Mr. Archibald:

Kimley Horn and Associates, Inc. (KHA or "the Consultant") is pleased to submit this (revised) scope of services to the City of Naples ("the Client") for providing a Gulf Shore One-Way design analysis under our existing contract with the City.

Project Understanding

It is our understanding that we are to perform a planning analysis regarding the proposed one-way street design for Gulf Shore Boulevard. The analysis should identify alternatives, and evaluate each alternative in terms of design criteria, intermodal utilization, and community issues involving safety, circulation, land use, access, water management, and economics, etc. Our project understanding, scope of services, schedule, and fee are below.

Scope of Services

In regard to the consideration of a one-way street design for Gulf Shore Boulevard and the goal of providing intermodal uses 'on-street' along with 'off-street,' a planning analysis will be performed to include the following elements and assumptions. To complete the required work, the following tasks have been identified:

Task 1 – Traffic Level of Service (LOS) analysis of two alternatives.

We will perform level of service analyses for two scenarios. A field visit will be required. The first analysis will be a one-way southbound control on Gulf Shore Boulevard between Central Avenue and 20th Avenue South. The second will be a one-way northbound control on Gulf Shore Boulevard between Central Avenue and 20th Avenue South. The LOS analysis would also identify the changes in LOS for parallel corridors (Gordon Drive and 3rd Street South). It is assumed that available existing traffic counts will be used, and that the City will provide any additional documentation, such as maps, and additional counts that may be

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TEL 850 309 0035
FAX 850 309 0055



necessary. If any additional alternative analyses, data collection or additional field visits are needed, they will be considered additional services.

Task 2 – Analyze alternatives for intermodal facilities

We will analyze alternatives for intermodal facilities to include locations (up to three alternatives for sidewalks/pathways), which will include evaluation of planning level costs, safety issues and aesthetics.

Task 3 – Evaluate one-way southbound control

We will evaluate the one-way southbound control for traffic operations, for intermodal utilization, for overall traffic circulation, for safety, for access and effects on land use. Should additional alternatives be requested to be analyzed, they will be done as Additional Services or task pricing can be provided.

Task 4 – Evaluate cost differentials between existing conditions and the alternatives

We will evaluate the cost differentials between existing conditions and the alternatives in terms of travel time/travel distance and planning level costs of each.

Task 5 – Recommendations

We will recommend appropriate traffic controls for implementation and operation.

Task 6 – Preparation of exhibits and public meetings

We will prepare exhibits for and attend up to two public meetings.

Assumptions

The following assumptions are being made concerning the analyses:

- The one-way southbound controls between Central Avenue and 20th Avenue South are the most functional alternatives to analyze.
- Cost comparison (operational and installation) shall be between the 'existing' conditions and the two alternatives noted above.
- The resulting LOS shall be no less than LOS "C."
- One field trip to the City of Naples is assumed.



Kinley-Horn
and Associates, Inc.

Mr. George Archibald, November 14, 2005, Page 3

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered additional services and will be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Analysis of Additional Alternatives
- Additional traffic counts or data collection
- Additional meetings

Information Provided By Client

The following information shall be provided by the Client. We shall be entitled to rely on the completeness and accuracy of all information provided by the Client.

- Location maps
- Existing traffic counts at study locations

Schedule

We will provide our services as expeditiously as practicable to meet the mutually agreed-upon schedule.

Fee and Billing

KHA will provide the services described in the scope of services on a labor fee plus expense basis. Labor fee will be billed according to our standard rate schedule for the City of Naples. Actual fees for these tasks in the Scope of Services will be based on the effort expended. We estimate that the total fees and expenses for this project will be in the range of approximately \$34,500 to \$47,500 (at an average hourly rate of approximately \$140), based upon our previous experience. 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.

<u>Task</u>	<u>Est. Hours</u>	<u>Est. of Fee</u>
1 Traffic LOS analysis of two alternatives	60-85	\$8,000 - \$12,000
2 Analyze alternatives for intermodal facilities	45-50	\$6,000 - \$ 7,000
3 Evaluate one-way southbound control	40-55	\$6,000 - \$ 8,000
4 Evaluate cost differentials between existing conditions and the alternatives	35-50	\$5,000 - \$ 7,000
5 Recommendations	20-25	\$2,500 - \$ 3,500
6 Preparation of exhibits and public meetings	40-60	<u>\$7,000 - \$10,000</u>
Total		<u>\$34,500 - \$47,500</u>



Kimley-Horn
and Associates, Inc.

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Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at cost. An amount will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing. Administrative time related to the project may be billed hourly. Technical use of computers for design, analysis, GIS, and graphics, etc. will be billed at \$25.00 per hour. All permitting, application, and similar project fees will be paid directly by the Client.

Fees will be invoiced monthly based on the actual amount of service performed and expenses incurred. Payment will be due within 25 days of the date of the invoice.

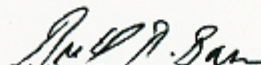
Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the City of Naples Standard Provisions in our contract.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.


Richard R. Barr, AICP
Vice President

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ONE-WAY TRAFFIC STUDY FOR GULF SHORE BOULEVARD

STUDY SCHEDULE

September 2005

STUDY ACTIVITY	TIME LINE-WEEKS										
	WK-1	WK-2	WK-3	WK-4	WK-5	WK-6	WK-7	WK-8	WK-9	WK-10	WK-11
NTP	XXX										
TRAFFIC DATA COLLECTION	XXX	XXX									
GIS SUBMITTAL	XXX										
CORRIDOR USE ANALYSIS		XXX									
TRAFFIC ALLOCATIONS			XXX	XXX							
LOS ANAYSIS					XXX						
INTERMODAL EVALUATION: ROUTE ID					XXX						
OPERATIONAL ANALYSIS						XXX					
COST COMPARISON							XXX				
REPORT & RECOMMENDATIONS								XXX	XXX	XXX	
PUBLIC MEETING											XXX*

*Denotes single meeting subject to City Council meeting schedule.