

**FOURTH AMENDMENT
TO AGREEMENT**

THIS FOURTH AMENDMENT (the “Fourth Amendment”) to Agreement is made and entered into **this 7TH day of February, 2007** 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(Resolution 03-10208)** (the “Original Agreement”) for services associated with the Construction Management Department (Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this Fourth 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 \$88,085.00 to perform a Downtown Origin-destination Study (‘Project’)**.
3. The terms of this Fourth 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 Fourth Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Fourth 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 Fourth 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: _____

COST ESTIMATE

PROJECT: Naples Downtown Origin-Destination Study - DATA COLLECTION & DATA SUMMARIZATION	SHEET 1 OF 1
CLIENT: City of Naples	FILE NAME:
ESTIMATOR: Dave Muntean	DATE: 10/Oct/06

LUMP SUM

OPTION 1B - TWO DAYS OF DATA COLLECTION (PM PEAK PERIOD ONLY) **

** Primary Assumptions: 3 control stations, 2 typical weekdays, PM peak period only (3-6pm), both directions of travel, per lane basis, City provides traffic volume counts

DESCRIPTION:	DIRECT LABOR (MAN-HOURS)							KHA LABOR TOTAL (\$\$\$)	Computer	
	Principal	Senior Engineer	Engineer/Planner	Drafting/CADD	Admin	Tech. Support Staff				
1.0 ORIGIN-DESTINATION STUDY TASKS										
a Project Preparation and Research	3	30	12			6		\$7,170		
b Develop Data Collection Strategies	2	14	12			4	4	\$4,380		
c Develop and Conduct Training	1	20	16		4		10	\$5,980		
d Fieldwork - Data Collection & Travel		28	108				252	\$30,860		
e Data Entry		5	14			14	35	\$5,365	30.0	
f License Tag Matching Process	2	6	15				18	\$3,920	10.0	
g Summarize Data Results Only	1	8	12		8	2	24	\$4,930	10.0	
h Documentation	2	14	22		16		10	\$6,590		
i QA/QC	4	8	6					\$2,660		
TASK HOURS	15	133	217	0	28	26	353	\$ -	772	50.0
TASK DOLLARS	2830	22610	19530	0	2100	1820	22945	\$ -	\$ 71,855	\$ 1,000
TOTAL TASK DOLLARS	2830	22610	19530	0	2100	1820	22945	\$ -	\$ 71,855	\$ 1,000
2.0 MEETINGS AND RESPONSE TO COMMENTS										
a Meetings & Coordination w/Client (up to 2 meetings)	4	36	16			2		\$8,460		
b Respond to Comments (1 formal response)	1	10	12		6	2	2	\$3,690	4.0	
								\$0		
								\$0		
TASK HOURS	5	46	28	0	6	4	2	\$ -	91	4.0
TASK DOLLARS	\$ 950	\$ 7,820	\$ 2,520	\$ -	\$ 450	\$ 280	\$ 150	\$ -	\$ 12,150	\$ 80
TOTAL TASK DOLLARS	\$ 950	\$ 7,820	\$ 2,520	\$ -	\$ 450	\$ 280	\$ 150	\$ -	\$ 12,150	\$ 80

EFFORT TOTAL

	LABOR	COMPUTER	DIRECT EXP	TOTAL
1.0 ORIGIN-DESTINATION STUDY TASKS	\$ 71,855	\$ -	\$ -	\$ 71,855
2.0 MEETINGS AND RESPONSE TO COMMENTS	\$ 12,150	\$ -	\$ 80	\$ 12,850

TOTAL LABOR: \$ 84,100 \$ - \$ - \$ 1,080 \$ 3,000 \$ 88,085
 NEW LUMP SUM \$ 88,085

	Principal P8	Senior Engineer P6	Engineer/Planner P-4	Analyst P-2/P-3	Drafting/CADD CO-6	Admin C-3	Suppt Staff A-3	COMPUTER
BILLING LABOR RATES (\$ / MAN-HOURS)	190.00	170.00	90.00		75.00	70.00	65.00	20.00

Summary of Expenses:

Computer	1,080.00
Travel	2,500.00
Misc. Office & Field Supplies	500.00

IN AN TOTAL AMOUNT OF \$88,085.00

