

**FIRST AMENDMENT TO AGREEMENT  
(PROFESSIONAL SERVICES)**

**THIS FIRST AMENDMENT** (the "First Amendment") to the Contract for Professional Engineering Services is made and entered into this 9<sup>th</sup> day of January, 2015 by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **KIMLEY HORN AND ASSOCIATES, INCORPORATED**, a North Carolina Corporation (the Consultant").

**WITNESSETH**

**WHEREAS**, the City and the Consultant entered into that certain Agreement to furnish Contract for Professional Engineering Services, dated **August 20, 2014** (the "Original Agreement") (Reference Original Bid No. **RFP 14-049** and Original Clerk Tracking No. **14-00105** for services associated with **Professional Services for Central Avenue Improvements Project: First Amendment: Additional Services** ('Project'); and

**WHEREAS**, the parties desire to amend the Original Agreement by this First Amendment so that the Consultant will be provided 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 for the provision of additional fees by the Consultant in the amount of **\$87,247.00** for City of Naples Central Avenue Improvements Project. **Exhibit A-1 Scope of Services and Basis of Compensation** is attached and made a part of this First Amendment.
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: Jessica R. Rosenberg for  
Patricia L. Ramboski, City Clerk

By: A. William Moss  
A. William Moss, City Manager

Approved as to form and legal sufficiency:

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

**KIMLEY HORN AND ASSOCIATES, INC.**  
1777 Main Street, Suite 200  
Sarasota, Florida 34236  
Att: **Gary Nadeau**, P.E./Project Manager  
FEI/EIN Number: 56-0885615 (NC)  
A North Carolina Corporation

[Signature]  
Witness (Signature)

Printed  
Name: Jordan Leep

By: Gary J. Nadeau  
(Signature)

Printed  
Name: Gary J. Nadeau

Title: Vice President

Amendment to Professional Services Agreement



January 5, 2015

Gregg Strakaluse, P.E- Director Streets & Stormwater Department  
City of Naples  
295 Riverside Circle  
Naples, FL 34219

Re: Central Avenue Additional Services Scope of Services

Dear:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to City of Naples ("Client") for providing additional surveying, paving, grading and drainage design, lighting design, signage and marking plans, traffic signal design, permitting, utility conflict resolution and landscape architecture. Level of effort is to 100% design, acquisition of permits and bid support.

### **Project Understanding**

Kimley-Horn is currently under contract to provide street scape design services associated with improving Central Avenue from 8th St. to Goodlette-Frank Road. As a result of several council and community meetings additional design services are necessary to supplement the original scope of services to include additional improvements as outlined below.

### **Scope of Services**

Kimley-Horn will provide the additional services specifically set forth below.

- 1) The design of modern single lane roundabouts at 8th St. and 10th St.
- 2) Extend the Central Avenue roadway segment into the Riverside Circle in the vicinity of the canoe launch area proposed in the original Baker Park concept plans. This design will also accommodate a new westbound to northbound turn lane to provide a standard width RT lane of 10-12 ft, and a 5ft. key hole bicycle lane, sidewalk, reconfiguration of existing drainage, pavement marking, traffic signal modifications, street lighting, and standard roadway pavement section.
- 3) Design and Placement of two new signal uprights, relooping NB and WB approach lanes as necessary, structural design associated with uprights, adjustment of pedestrian crossing intervals and placement of pedestrian signal features as necessary to comply with ADA and MUTCD requirements. ( it is assumed that RTL easement will be able to accommodate signal upright structure).

# Kimley»Horn

- 4) Design of replacement lighting along the right turn lane, along Goodlette-Frank Road to reestablish lighting, however photometrics will likely not meet current light levels, and relocation of the existing lighting along Riverside Circle to accommodate extension will likely not meet existing photometric levels.
- 5) Relocation of FPL power poles and undergrounding of FPL power will be undertaken by others. KH will coordinate the relocation of the power pole in the NE, SW and NW quadrant of the intersection.
- 6) Existing topography, along eastside of Goodlette Frank Road and southside of Riverside circle will be provided by Mangrove Bay developer, for turn lane improvement, sidewalk and parking.
- 7) Existing drainage collection system in the vicinity of Riverside Circle will be utilized to accommodate drainage from proposed improvements.
- 8) Maintenance of traffic design will be minimal, essentially using FDOT standard index.
- 9) Relocation of the existing ATMS camera located in the NE quadrant of the intersection will only involve placement of a new pole with reconnection to the existing ATMS system.

## Services Not Included

Any other services not specifically mentioned in this agreement.

## Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the schedule for the overall Central Avenue Improvements.

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

Very truly yours,



Gary J. Nadeau P.E.

Exhibit A-1 :: Scope of Services and Basis of Compensation  
Central Avenue Streetcscope Improvements Project

Kintley Horn & Associates, Inc.  
Bid No. RFP 14-049  
Central Avenue Streetcscope Improvements  
8th St. to Goodlette Frank Road  
City of Naples

Task Description	Chief Engineer	Sr. Project Manager	Sr. Project Engineer	Sr. Landscape Architect	Engineer	Analyst/Professional	Designer/Sr. Designer	Administrative/Checked	Total Labor Costs	Subcontract Services	Total Cost	Sum of Hours
<b>Task 1 - Planning and Public Involvement/Data Collection</b>												
Trails Operations Analysis	12 \$ 2,472.00	12 \$ 2,064.00	48 \$ 7,680.00	0 \$ -	48 \$ 6,927.00	48 \$ 5,376.00	61 \$ 6,854.00	12 \$ 744.00	\$ 32,226.00	\$ -	\$ 32,226.00	244
Prepare Project Concept	17 \$ 3,502.00	30 \$ 5,180.00	22 \$ 3,454.00	54 \$ 10,530.00	37 \$ 4,551.00	83 \$ 11,804.00	41 \$ 4,674.00	15 \$ 830.00	\$ 44,705.00	\$ -	\$ 44,705.00	308
15% of Overall Project General for coordination (30% of 151 hrs)	2 \$ -	0 \$ -	0 \$ -	17 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	\$ -	\$ -	\$ -	0
30% of Roadway Analysis and Design	7 \$ -	15 \$ -	22 \$ -	0 \$ -	28 \$ -	25 \$ -	41 \$ -	0 \$ -	\$ -	\$ -	\$ -	0
30% Landscape, Hardscape	8 \$ -	0 \$ -	0 \$ -	37 \$ -	0 \$ -	68 \$ -	0 \$ -	0 \$ -	\$ -	\$ -	\$ -	0
LA Project Renderings	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	\$ -	\$ 16,500.00	\$ 16,500.00	0
Survey Mapping	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	\$ -	\$ -	\$ -	0
Geotechnical Explorations	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	\$ -	\$ -	\$ -	0
CRA and Advisory Board Meetings & Public Mtg	27 \$ 5,952.00	0 \$ -	0 \$ -	27 \$ 5,952.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	\$ 10,927.00	\$ -	\$ 10,927.00	54
Final Concept Development	30 \$ 6,000.00	0 \$ -	0 \$ -	36 \$ 6,000.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	\$ 12,000.00	\$ -	\$ 12,000.00	60
Final Concept Discussion	1 \$ 200.00	1 \$ 172.00	2 \$ 314.00	9 \$ 1,170.00	9 \$ 738.00	16 \$ 2,048.00	6 \$ 864.00	2 \$ 124.00	\$ 5,658.00	\$ -	\$ 5,658.00	40
<b>Task 2 - Streetcscope Roadway Design Improvements</b>												
General/Project Administration	5 \$ 1,030.00	36 \$ 6,536.00	0 \$ -	44 \$ 6,500.00	21 \$ 2,593.00	0 \$ -	0 \$ -	0 \$ -	\$ 18,729.00	\$ -	\$ 18,729.00	108
Streetcscope Improvement Plans	16 \$ 3,298.00	33 \$ 5,676.00	48 \$ 7,680.00	0 \$ -	57 \$ 7,011.00	42 \$ 5,376.00	80 \$ 10,260.00	14 \$ 868.00	\$ 40,880.00	\$ -	\$ 40,880.00	301
Utility Coordination	3 \$ 618.00	5 \$ 860.00	8 \$ 1,250.00	0 \$ -	10 \$ 1,250.00	9 \$ 1,320.00	16 \$ 1,824.00	0 \$ -	\$ 8,940.00	\$ -	\$ 8,940.00	51
Signaling and Marking Plans	5 \$ 1,030.00	8 \$ 1,376.00	13 \$ 2,041.00	0 \$ -	16 \$ 1,988.00	14 \$ 1,792.00	24 \$ 2,760.00	3 \$ 186.00	\$ 11,129.00	\$ -	\$ 11,129.00	63
Lighting Plans	7 \$ 1,442.00	13 \$ 2,356.00	21 \$ 3,287.00	0 \$ -	28 \$ 3,444.00	23 \$ 2,844.00	39 \$ 4,446.00	7 \$ 434.00	\$ 18,443.00	\$ -	\$ 18,443.00	138
Signalization Plans	8 \$ 1,236.00	13 \$ 2,356.00	19 \$ 2,985.00	0 \$ -	26 \$ 3,198.00	22 \$ 2,816.00	37 \$ 4,218.00	7 \$ 434.00	\$ 17,121.00	\$ -	\$ 17,121.00	150
Landscape, Hardscape & Irrigation Plans	6 \$ 1,236.00	0 \$ -	0 \$ -	109 \$ 21,255.00	0 \$ -	100 \$ 12,800.00	0 \$ -	6 \$ 496.00	\$ 35,787.00	\$ -	\$ 35,787.00	223
<b>Task 3 - Stormwater Design Services</b>												
Stormwater Design Coordination/Permitting (30% of Permitting Task)	1 \$ 200.00	2 \$ 344.00	3 \$ 471.00	0 \$ -	5 \$ 615.00	4 \$ 512.00	7 \$ 798.00	0 \$ -	\$ 2,948.00	\$ -	\$ 2,948.00	22
Stormwater Analysis	17 \$ 3,502.00	34 \$ 5,848.00	101 \$ 15,857.00	0 \$ -	68 \$ 8,340.00	57 \$ 7,296.00	61 \$ 6,854.00	0 \$ -	\$ 47,821.00	\$ -	\$ 47,821.00	338
Stormwater Improvement Plans	4 \$ 824.00	6 \$ 1,548.00	13 \$ 2,041.00	0 \$ -	17 \$ 2,091.00	14 \$ 1,792.00	28 \$ 3,192.00	0 \$ -	\$ 11,468.00	\$ -	\$ 11,468.00	65
<b>Task 4 - Utility Design Services</b>												
Utility Design Analysis	1 \$ 200.00	1 \$ 172.00	6 \$ 1,413.00	0 \$ -	3 \$ 369.00	3 \$ 384.00	2 \$ 228.00	2 \$ 124.00	\$ 2,896.00	\$ -	\$ 2,896.00	21
30% Utility Plans	1 \$ 200.00	2 \$ 344.00	10 \$ 1,570.00	0 \$ -	4 \$ 492.00	4 \$ 512.00	2 \$ 228.00	1 \$ 62.00	\$ 3,414.00	\$ -	\$ 3,414.00	24
60% Utility Plans	3 \$ 618.00	3 \$ 516.00	26 \$ 4,396.00	0 \$ -	10 \$ 1,250.00	11 \$ 1,408.00	7 \$ 798.00	3 \$ 186.00	\$ 9,152.00	\$ -	\$ 9,152.00	65
Final Design Plans	4 \$ 824.00	4 \$ 688.00	31 \$ 4,867.00	0 \$ -	11 \$ 1,350.00	12 \$ 1,536.00	7 \$ 798.00	4 \$ 248.00	\$ 10,314.00	\$ -	\$ 10,314.00	73
Utility Permitting	1 \$ 200.00	1 \$ 172.00	7 \$ 1,096.00	0 \$ -	2 \$ 248.00	3 \$ 384.00	2 \$ 228.00	1 \$ 62.00	\$ 2,397.00	\$ -	\$ 2,397.00	17
<b>Task 5 - Streetcscope Roadway Design Permitting Assistance</b>												
Permitting (SPAMD, FDOT) (70% of Permitting Task)	3 \$ 618.00	5 \$ 860.00	8 \$ 1,250.00	0 \$ -	10 \$ 1,250.00	6 \$ 1,024.00	17 \$ 1,938.00	0 \$ -	\$ 6,928.00	\$ -	\$ 6,928.00	51
<b>Task 6 - Bid Documents and Assistance</b>												
Bidding Assistance	8 \$ 1,840.00	6 \$ 1,376.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	\$ 3,216.00	\$ -	\$ 3,216.00	16
<b>Time and Material Design Allowance</b>												
<b>Total</b>	178 \$ 36,688.00	222 \$ 38,184.00	393 \$ 61,701.00	270 \$ 52,850.00	380 \$ 46,740.00	484 \$ 61,862.00	447 \$ 50,856.00	78 \$ 4,886.00	\$ 353,751.00	\$ 23,500.00	\$ 387,251.00	2453
<b>Additional Services Tasks:</b>												
Additional services No. 1: Roundabouts for 8th St. and 10th St. & Roadway extension thru part	25 \$ 5,150.00	120 \$ 20,640.00	128 \$ 18,840.00	150 \$ 18,450.00	150 \$ 18,450.00	0 \$ -	124 \$ 14,158.00	0.5 \$ 31.00	\$ 77,247.00	\$ 10,000.00	\$ 87,247.00	539.5

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Total Contract to Date