

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

THIS FIRST AMENDMENT (the "First Amendment") to the Contract for Consulting Services is made and entered into this 20th day of April, 2015 by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **BARTH ASSOCIATES, LLC**, a Florida Limited Liability Company (the Consultant").

WHEREAS, the City and the Consultant entered into that certain Agreement to furnish Contract for Consulting Services, dated **February 17, 2015** (the "Original Agreement") (Reference Original Bid No. **RFP 15-014** and Original Clerk Tracking No. **15-00018** for services associated with **Parks Master Plan: First Amendment: Adding additional Survey responses to Basis of Compensation** ('Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this First 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. "Article Three, Time" shall be amended to **December 31, 2015 with a 30-day project close out time frame from final completion** for the provision of additional time the Consultant will have for the completion and close out of the Project, **Parks Master Plan**:
3. "Article Four, Compensation" shall be amended for the provision of additional fees by the Consultant in the amount of **\$9,500.00** for additional Survey responses from 300 to 600 as indicated in **Attachment A-1 Scope of Services and Basis of Compensation** which is attached and made a part of this First Amendment.
4. 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.

5. 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.

ATTEST:

By: Patricia L. Rambosk
Patricia L. Rambosk, City Clerk

CITY:

CITY OF NAPLES, FLORIDA

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

CONSULTANT:

BARTH ASSOCIATES, LLC
10030 SW 52ND Road
Gainesville, Florida 32608
Attention: David L. Barth, Principal

By: David L. Barth
(Signature)

Denise L. Barth
Witness (Signature)

Printed Name: DENISE L BARTH

Printed Name: DAVID L. BARTH

Title: Principal

FE/EIN Number: On File
A Florida Limited Liability Company



April 16, 2015

Dave Lykins
Community Services Director
City of Naples
dlykins@naplesgov.com

Re: Revised Scope and Basis of Compensation, Park Master Plan

Dear Dave,

During the City Council Workshop of April 13, 2015, City Council, by consensus, supported increasing the size of the mail and telephone survey for the Parks Master Plan. A total of \$10,000 was allocated in Barth Associates original contract for this element. The decision by City Council increases the survey responses necessary from 300 to 600, and the fee for this increased scope of work results in an additional \$9,500. As a result, the contract with Barth Associates requires an amendment, increasing the total amount by \$9,500.

Please provide an amended agreement and Purchase Order so we may proceed with the expanded survey.

Thank you,

David Barth, PhD
Principal

| City of Naples, Florida | | | |
|--|----------------|----------------------------------|----------------------------------|
| Survey Options | | | |
| Base Services Fees | \$10,000 | \$19,500 | \$28,000 |
| Guaranteed number of completes | 300 | 600 | 900 |
| Level of confidence | 95% | 95% | 95% |
| Margin of error | +/-5.8% | +/-4% | +/-3.4% |
| Method of administration | Mail/Phone/Web | Mail/Phone/Web | Mail/Phone/Web |
| Mailing | 1st Class | 1st Class | 1st Class |
| Sampling | Random | Combination Random/Stratified | Combination Random/Stratified |
| Zones | 1 | 5 | 8 |
| Surveys Per Zone (Range of Completes) | 125-175 | 75-125 | 75-125 |
| Margin of error per zone based on 100 completes | +/-10% | +/-10% | +/-10% |
| Analysis | | | |
| Demographic Cross-Tabs | Included | Included | Included |
| Benchmarks | Included | Included | Included |
| Statistical Weighting | Included | Included | Included |
| Importance/Unmet Needs Matrices | 1 | 5 | 8 |
| Geocoding for Locations | Not Included | Included | Included |
| Fee to Process Any Additional Surveys Received Over Guarantee are \$2,250 @ 100 surveys | | | |
| Examples of impact on fees | | | |
| 400 completes | \$10,000 | N/A | N/A |
| 500 completes | \$10,000 | N/A | N/A |
| 600 completes | \$10,000 | N/A | N/A |
| 700 completes | \$10,000 | \$19,500 | N/A |
| 800 completes | \$10,000 | \$19,500 | N/A |
| 900 completes | \$10,000 | \$21,750 | \$28,000 |
| 1,000 completes | \$10,000 | \$24,000 | \$28,000 |
| Over 100 completes | \$10,000 | \$26,250 | \$28,000 |
| Additional Zones and IS (Per Zone) | 300 | \$300 | \$300 |
| Costs Per 1,000 completes /8 zones | \$11,500 | \$26,250 | \$28,000 |
| Required from City | | | |
| Shape files for City and Zones | | | |
| Populations in Zones | | | |