

**FIRST AMENDMENT  
TO AGREEMENT**

**THIS FIRST AMENDMENT** (the “First Amendment”) to the Professional Services Agreement is made and entered into **this 18th day of April, 2007** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Kimley-Horn and Associates, Inc.** (the “Consultant”).

**WITNESSETH**

**WHEREAS**, the City and the Consultant entered into that certain **Professional Services Agreement, dated June 14, 2006 (Resolution 06-11251)** (the “Original Agreement”) for the **development of a citywide comprehensive pathway plan** (‘Project’); and

**WHEREAS**, the parties desire to amend the Original Agreement by this First Amendment to **cover the costs of additional required public meetings, preparation of detailed cost estimates, and preparation of G.I.S. drawings.**

**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 Five, 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 \$19,250.00 to cover the costs of the additional required public meetings, preparation of detailed cost estimates, and preparation of G.I.S. drawings** (‘Project’).
3. “Article Four, Time” shall be amended in Accordance with Exhibit “A” attached hereto and incorporated herein for the provision of **extending the project completion date to June 1, 2007.**
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.
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: \_\_\_\_\_  
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: \_\_\_\_\_

Additional Services Provided	Cost
At the request of the client, KHA prepared for the March 13, 2007 Community Services Advisory Board Meeting (CSAB). Prepared a PowerPoint presentation and meeting material handouts. Traveled to Naples and made presentation at the CSAB Meeting. Summarized meeting input and provided this information to the project team for inclusion in the final report.	\$ 2,500
At the request of the client, KHA prepared for the March 14, 2007 Planning Advisory Board Meeting (PAB). Prepared a PowerPoint presentation and meeting material handouts. Traveled to Naples and made presentation at the PAB Meeting. Summarized meeting input and provided this information to the project team for inclusion in the final report. Travel to and from this meeting was combined with the CSAB Meeting. These presentations were made so that Board members could comment and make suggestions for improvements. As a result of the input at these meetings, the consultant recommendations (and cost estimates) were changed to reflect sidewalks on only one side of the road and to breakout separate costs for sidewalks and bike lanes in the presentation.	\$ 2,500
Adjustments to project recommendations following these meetings, including refined cost estimates, "before and after" renditions, and presentation/meeting materials. At the request of the City, KHA prepared detailed costs estimates based on refined project recommendations. Also at the request of the client, KHA prepared renditions of some of the project recommendations to communicate the recommendations using graphic depictions. These renditions showed "before and after" applications of bicycle and pedestrian facilities along project roadways and were necessary to show residents and meeting participants the impacts of the recommended facility improvements. It was requested that additional school data be collected and analyzed and maps, cost estimates and funding sources created for each specific project.	\$ 7,750
Data collection and GIS analysis for sidewalks, planned bicycle and pedestrian facilities, designated bicycle lanes, lane widths, paved shoulders, man-made barriers, school and recreation facility locations, and existing transit service. Per the scope of work, this was to be provided by the City, but was incomplete.	\$ 4,000
Assistance in the development of a new bicycle facility policy, including facilitating public input and recommendations. The development of the bicycle policy required several versions and changes, along with coordination involving City staff.	\$ 1,000
KHA has been asked to prepare for and attend the City Council Workshop on April 16th. This involves preparation of meeting materials, a revised set of project recommendations and maps that identify project recommendations.	\$ 1,500
<b>Total</b>	<b>\$ 19,250</b>

**IN THE AMOUNT OF \$19,250.00**