

**AMENDMENT NUMBER 5 TO THE AGREEMENT BETWEEN THE
CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.**

AMENDMENT NUMBER 5 DATED October 17, 2011 to the agreement between The City of Dania Beach, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated June 24, 2009 ("the Agreement") concerning Reauthorization of the Implementation Plan for Dania Beach Bridge Projects (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

CONSULTANT:

CITY OF DANIA BEACH

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

By: [Signature]

Title: _____

Title: Vice President

Date: _____

Date: 10/17/11

Background:

The City of Dania Beach had previously authorized Kimley-Horn to utilize the funds allocated for "Amendment 3 dated August 25, 2010" to assist the Client in preparation of an EDA grant application to perform a Project Development and Environment (PD&E) Study for the US-1 and FEC Rail bridges over the Dania Cut-off Canal in Dania Beach through "Amendment 4 dated April 7, 2011" and attendance and preliminary research for the City's Transportation Symposium conducted on August 11, 2011.

Following the Transportation Symposium, the Client has requested that the Scope of Services previously authorized under Amendment 3 be continued and a revised scope for additional funds be submitted to the City.

The scope of services to perform the additional Client-requested work elements as well as the Originally Approved Scope of Services under Amendment 3 are outlined below along with associated fees. The additional tasks and modifications to the Scope of Services under Amendment 3 are underlined.

Scope of Services:

Kimley-Horn and Associates, Inc. will provide consulting services to the City of Dania Beach to prepare opinions of probable costs for the US 1 and Florida East Coast (FEC) rail bridges over the Dania Cut-off Canal and a concept plan for the proposed FEC rail bridge over the Dania Cut-off Canal. This will consist of the following tasks.

Task 1 – Concept Study for US 1 and FEC Rail Bridges

The Consultant will prepare a Concept Study for the US 1 and FEC rail bridges to analyze the possible design and construction options for the two bridges. The Concept Study will serve as the preliminary step before undertaking a Project Development and Environment (PD&E) Study for the two bridge projects and will provide preliminary engineering concepts to continue coordination with FDOT and FEC. The Concept Study will evaluate bridge alternatives consisting of fixed bridge with variable grade options and movable bridge. The Concept Study will contain the design criteria, design concepts, engineering and structural concepts, and conceptual plans, profiles, and, typical sections. The design concepts will contain a conceptual construction sequence to replace the bridges over the Dania Cut-off Canal. KHA will coordinate with the FEC on the horizontal geometry used to construct a replacement railroad bridge and realign the existing tracks. The Concept Study will also contain a preliminary alternative evaluation matrix that will provide a comparison of the alternatives for engineering, social, cultural and environmental factors. The Concept Study will be summarized in a report that will describe the various alternatives; design and structural concepts; potential physical, social and environmental impacts of the alternatives; a conceptual maintenance of traffic report describing measures that may be implemented during bridge construction; alternatives analysis; and the recommended plan of action for advancing the US 1 and FEC Rail Bridge projects into the PD&E Study phase.

Task 2 – Conceptual Opinion of Cost for US 1 and FEC rail bridges

The Consultant will prepare a conceptual opinion of cost for the proposed US 1 and FEC rail bridges over the Dania Cut-off Canal. The conceptual opinion of cost will be prepared for up to a total of six bridge options – movable bridge and fixed bridge with variable grade options. The conceptual opinion of cost will contain the following components:

- Construction costs (including roadway and structural costs)
- Design and permitting costs
- Maintenance of Traffic costs including any temporary bridges that may be required
- Project Development and Environment (PD&E) Study Costs

The conceptual opinion of cost will not include any right-of-way costs that may be associated with the projects.

Task 3 – Coordination with FEC

As part of the Concept Study, the Consultant will initiate coordination with the Florida East Coast Railway (FEC) to obtain their feedback on the design alternatives and determine acceptable grade options for the rail bridge. As part of the task, the Consultant along with City representatives will conduct one face-to-face meeting with FEC staff in their Jacksonville office. Subsequent coordination will occur by phone or e-mail. If required, additional in-person meetings will be scheduled with FEC as additional services, upon approval by the City.

Task 4 – Meetings

The Consultant will attend up to three (3) meetings and/or presentations with the City staff and elected officials throughout the course of the project.

The Consultant and Client agree to the following general schedule in connection with the Additional Services set forth above:

The work product prepared under this amendment will be delivered to the Client before June 30, 2012.

The fee associated with the above-listed Scope of Services is listed in the Table below:

Tasks	Total Fees for Tasks 1-4
Task 1 – Concept Study	\$ 32,877
Task 2 – Cost Estimates	\$ 9,600
Task 3 – Coordination with FEC	\$ 7,626
Task 4 – Meetings	\$ 4,343
Total Fee	\$ 54,446

Total Fee for Scope of Services outlined in this contract	= \$54,446
Previous Budget Remaining	= \$34,132
Additional Supplement Needed	= \$20,314

The Client shall authorize the Consultant an additional sum of \$20,314.