

AMENDMENT NO. 1 TO TASK ORDER NO. 1

CONTINUING PROFESSIONAL SERVICES

THIS FIRST AMENDMENT TO TASK ORDER No. 1 ("Amendment") is made as of _____, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **Chen Moore & Associates, Inc.**, a Florida CORPORATION ("CONSULTANT").

1.0 Project Description:

The City desires the CONSULTANT to provide those services as identified and generally described as: **Owner's Representation Services-WMODA and Gulfstream Developments** (the "Project").

2.0 Scope

Under this First Amendment, the CONSULTANT will continue to provide the City of Lake Worth Beach with the Project for Owner's Representation Services to support the coordination and review tasks associated with two developments that are proposed within the City: the Weiner Museum of Decorative Arts (WMODA) and the Gulfstream Hotel.

3.0 Schedule

The services to be provided under this Amendment shall be completed in a timely manner and as requested by the City starting with the City's approval of this amendment to this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Amendment authorizes an amount not to exceed **\$80,000**. It amends Task Order 1 to provide additional funding under the same terms and conditions and to apply the rates established in Amendment No. 1 of the Continuing Professional Services Agreement, dated March 3, 2026.

5.0 Project Manager

The Project Manager for the CONSULTANT is Brent Whitfield. PE, phone (561) 329-1797; email: bwhitfield@chenmoore.com; and, the Project Manager for the City is Troy F. Perry, phone: 561-493-2529; email: tperry@lakeworthbeachfl.gov.

6.0 Progress Meetings

The CONSULTANT shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Section 787.06 Compliance:

The CONTRACTOR, by signing this Agreement as set forth below, attests the **COMPLIANCE WITH SECTION 787.06**. By signing this Agreement before a notary public and taking an oath under the penalty of perjury, the Contractor attests and warrants that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2025).

8.0 Authorization

This First Amendment is issued pursuant to the Continuing Professional Services Agreement based on RFQ#23-300 between the City of Lake Worth Beach and the CONSULTANT, dated April 13, 2023 ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this First Amendment, Task Order No. 1 and the Contract, the terms and conditions of the Contract shall prevail; however, the specific scope of services set forth in this First Amendment to Task Order No. 1 and Task Order No. 1 shall take precedence over any other more general description of services.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Task Order No. 1 as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONSULTANT: Chen Moore & Associates, Inc

By: _____
[Signature]

Print Name: Brent Whitfield

[Corporate Seal]

STATE OF Florida
COUNTY OF Broward

THE FOREGOING instrument was acknowledged before me ☐ physical presence or ☐ online notarization on this 17th day of September 2026, by Brent Whitfield as the Vice President [title] of **Chen Moore & Associates, Inc**, a corporation authorized to do business in the State of Florida, who is ☒ personally known to me or ☐ who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **Chen Moore & Associates, Inc**, to the same.

Notary Seal:



[Signature]
Notary Public Signature