

TASK ORDER No. 10

**CONTINUING PROFESSIONAL SERVICES
(Civil Engineering – Water)**

THIS TASK ORDER FOR CONTINUING PROFESSIONAL SERVICES (“Task Order”) is made on the day of _____, between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **Kimley-Horn and Associates, Inc.**, a North Carolina CORPORATION (“CONSULTANT”).

1.0 Project Description:

The City desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT’s Proposal, dated **December 17, 2025**, and services are generally described as: **Construction phase engineering services to support the City during the construction of the seawall and drainage improvements located on Eden Place and 16th Ave N** (the “Project”).

2.0 Scope

Under this Task Order, the CONSULTANT will provide the City of Lake Worth Beach with civil engineering related to water consulting services for the Project as specified in the CONSULTANT’s **proposal attached hereto and incorporated herein as Exhibit “1”**.

3.0 Schedule

The services to be provided under this Task Order shall be completed as expeditiously as practicable with the goal of meeting a mutually agreeable schedule.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of **\$70,660**. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the CONSULTANT is **Ryan Decle**, phone **(561) 421-1992**; email: **Ryan.decle@kimley-horn.com**; and, the Project Manager for the City is **Ashley Sirdar**, phone: **(561) 568-1713**; email: **asirdar@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 Compliance with section 787.06, Florida Statutes.

By signing this Task Order before a notary public and taking an oath under the penalty of perjury, the CONSULTANT attests and warrants that the CONSULTANT does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

8.0 Authorization

This Task Order is issued pursuant to the Continuing Professional Services Agreement (Civil Engineering – Water) based on RFQ#23-300 between the City of Lake Worth Beach and the CONSULTANT, dated **March 21, 2023** (“Agreement” hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 70 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: KIMLEY-HORN AND ASSOCIATES, INC.



[Corporate Seal]

By: _____
Authorized Representative

STATE OF Florida)
COUNTY OF Falm Beach)

THE FOREGOING instrument was acknowledged before me by means of **physical presence** or **online notarization** on this 17th day of December 2025, by Kevin Schaner as the Sr VP [title] of **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina Corporation authorized to do business in the State of Florida, who is **physical presence** or **online notarization 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 **KIMLEY-HORN AND ASSOCIATES, INC.** to the same.

Notary Public Signature

Notary Seal:

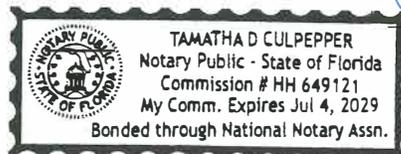


Exhibit “1”

SCOPE OF SERVICES

FOR

Eden Place at 16th Avenue N - Phase 3 Construction Phase Services

1.0 Project Understanding

The design for Eden Place at 16th Ave N Drainage Improvements is complete and The City of Lake Worth Beach (“Client” or “The City”) has requested that Kimley-Horn (“Consultant”) perform construction phase engineering services to support the city during the construction of the seawall and drainage improvements.

It is understood that the project is currently out to bid, and construction is anticipated to begin in early 2026.

Based on this understanding, our detailed scope of services is provided below.

2.0 Scope of Services

Kimley-Horn will perform the following services during construction. A more detailed description of each of the itemized services follows later in this proposal.

- Pre-Construction Meeting (virtual)
- Construction Meetings (up to 13, virtual)
- Site Visits and Construction Observation including field reports and photographs (approximately 1 visit per week during construction, up to 26 visits)
- Clarifications and Interpretations
- Change Orders
- Shop Drawings and Samples
- Inspections and Tests
- Application for Payment (up to 6 applications)
- Substantial Completion
- Final Notice of Acceptability of the Work
- Record Drawings review
- Environmental Permit Coordination

The following is a more detailed description of services that will be performed.

Pre-Construction Meeting. Kimley-Horn will conduct a Pre-construction before the start of construction. Written notes summarizing the meeting will be provided to the City.

Construction Meetings. Kimley-Horn will conduct construction meetings virtually. Written notes summarizing the meeting will be provided to the City.

Site Visits and Construction Observation. Kimley-Horn will make visits to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work.

Kimley-Horn will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or

procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

Recommendations with Respect to Defect Work. Kimley-Horn will recommend to the City that Contractor's work be disapproved and rejected while it is in progress if Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Document.

Clarifications and Interpretations. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by the City.

Change Orders. Kimley-Horn may recommend Change Orders to the City and will review and make recommendations related to Change Orders submitted or proposed by the Contractor. All Change Orders shall be reviewed/approved by the City prior to authorization.

Shop Drawings and Samples. Kimley-Horn will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders

Substitutes and "or-equal/equivalent." Kimley-Horn will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents

Inspections and Tests. Kimley-Horn may require special inspections or tests of Contractor's work, and may receive and review certificates of inspections within Kimley-Horn's area of responsibility. Kimley-Horn's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Kimley-Horn is entitled to rely on the results of such tests.

Disputes between City and Contractor. Kimley-Horn will, if requested by the City, render written decision on all claims of the City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Kimley-Horn shall be fair and not show partiality to the City or Contractor and shall not be liable in connection with any decision.

Applications for Payment. Based on its observations and on review of applications for payment and supporting documentation, Kimley-Horn will recommend amounts that Contractor be paid. Recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in Kimley-Horn's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

Substantial Completion. When requested by Contractor and the City, Kimley-Horn will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Final Notice of Acceptability of the Work. Kimley-Horn will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend final payment to Contractor.

Record Drawings. As an additional service if required, Kimley-Horn will prepare a record drawing prepared by the contractor showing significant changes reported by the Contractor or made to the design by Kimley-Horn. Record drawings are not guaranteed to be as-built, but will be based on information made available.

Environmental Permit Coordination. Kimley-Horn will conduct a site visit to flag mangroves proposed for removal and replacement and will prepare a U.S. Army Corps of Engineers (USACE) Construction Commencement Notification and As-Built Certification Form. Kimley-Horn will submit the completed Construction Commencement Notification and As-Built Certification Form to the USACE via email.

3.0 Schedule

Kimley-Horn will provide our services as expeditiously as practicable to meet a mutually agreed-upon schedule. It is anticipated that services will begin in early 2026. Construction is expected to be completed within 6 months. The fee for construction phase services is based on this duration. Services performed beyond this duration will be considered additional services.

4.0 Compensation

Kimley-Horn will perform the scope of services for the total lump sum fee listed below. All permitting, application, and similar project fees will be paid directly by the City. Lump sum fee will be invoiced monthly based upon the overall percentage of services performed.

Task 1 - Construction Phase Services	\$70,660
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5.0 Additional Services

Any services not specifically provided for in the above scope, including construction phase services, as well as any changes in the scope requested by the City, will be considered additional services. These services will be performed based on proposals approved by the City prior to the performance of those requested additional services.

ESTIMATE FOR ENGINEERING SERVICES

PROJECT:	Eden Place Phase 3 Construction Phase Services											
CLIENT:	City of Lake Worth Beach											
ESTIMATOR:	RMD	12/15/25										
DESCRIPTION:	DIRECT LABOR (HOURS)											
See Statement of Work	Senior Professional II	Senior Professional I	Professional II	Professional I	Analyst II	Analyst I	Senior Tech. Supp. Staff	Technical Supp. Staff	Supp. Staff	SUB	EXP	LINE TOTAL
Task 1 - Construction Phase Services (Lump Sum)												
Pre-Construction Meeting	2.0			4.0			2.0		2.0			\$1,787.46
Construction Meetings (bi-weekly, up to 13, virtual)	6.0			26.0			13.0					\$8,351.74
Site Visits and Construction Observation (up to 26)				36.0			104.0					\$24,140.00
Clarifications and Interpretations	12.0			28.0								\$8,193.48
Change Orders	6.0			12.0								\$3,766.74
Shop Drawings and Samples	2.0			24.0					2.0			\$4,737.46
Inspections and Testing	2.0			8.0					2.0			\$2,097.46
Applications for Payment (up to 6)	2.0			6.0			6.0					\$2,635.58
Substantial Completion	6.0			12.0			4.0		2.0			\$4,648.62
Final Notice of Acceptability of the Work				10.0			4.0					\$2,350.00
Record Drawings	2.0			8.0			4.0					\$2,615.58
Environmental Permit Coordination	4.0			24.0					2.0			\$5,333.04
TOTAL HOURS	44.0	0.0	0.0	198.0	0.0	0.0	137.0	0.0	10.0	\$0.00	\$0.00	
LABOR (\$/HOUR)	\$297.79	\$245.00	\$210.00	\$165.00	\$145.00	\$104.35	\$175.00	\$125.00	\$90.94	1.100	1.0	
TOTALS	\$13,102.76	\$0.00	\$0.00	\$32,670.00	\$0.00	\$0.00	\$23,975.00	\$0.00	\$909.40	\$0.00	\$0.00	\$70,657.16