

RESOLUTION NO. 2025- 3465

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING RESOLUTION 2025-3396 APPROVING AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENT WITH KEITH AND ASSOCIATES, INC. FOR ADDITIONAL PROFESSIONAL ENGINEERING BUILDING DESIGN SERVICES RELATED TO THE SURFSIDE MEMORIAL; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 14, 2023, the Town of Surfside Commission adopted Resolution No. 2023-3220, approving a Professional Services Agreement (“PSA”) with Keith and Associates, Inc. (“Consultant”) to provide professional engineering building design services (“Services”) for the Surfside Memorial (the “Project”) in an amount not to exceed \$246,000.00; and

WHEREAS, pursuant to Section 287.055, Florida Statutes (also known as the Consultants’ Competitive Negotiation Act), the Town of Surfside (the “Town”) entered into the PSA with the Consultant, which was executed by the parties on February 6, 2024, and is attached hereto as Exhibit “A”; and

WHEREAS, due to an increase in the scope and complexity of the Project, the Consultant and Town have agreed to an amendment to the PSA for the provision of additional services for the Project a total amount not to exceed \$244,500.00 plus reimbursables (“Additional Services”), consistent with and substantially in the form of the Consultant’s Proposals attached hereto as (Contract Addendum #3 in the amount of \$14,500.00 plus reimbursables (Ex. “B” attached hereto) and Contract Addendum #4 in the amount of \$230,000.00 plus reimbursables (Ex. “C” attached hereto)) and;

WHEREAS, the Consultant's Proposals provide for a scope of services detailing the Additional Services to be provided by the Consultant, as well as a schedule for performance and compensation for the Additional Services in an amount not to exceed \$244,500.00; and

WHEREAS, pursuant to the PSA, the Town Commission wishes to approve the Consultant's Proposals consistent with and in substantially the form attached hereto as Exhibits "B" and "C" for the provision of the Additional Services for the Project in an amount not to exceed \$244,500.00, and authorize the expenditure of such funds;

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section. 2. Approval of Amendment and Consultant's Proposals. The Consultant's Proposals attached thereto as Exhibits "B" and "C" are hereby approved, in substantially the same form attached hereto, subject to final approval as to form and legal sufficiency by the Town Manager and Town Attorney.

Section 3. Authorization; Expenditure of Funds. Pursuant to the PSA, the Town Manager is hereby authorized to enter into two (2) amendments to the PSA, in substantially the form attached hereto as Exhibits "B" and "C," for the

Additional Services consistent with the Consultant's Proposal, in a total amount not to exceed \$244,500.00.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary or further action to implement the purchase of the Work and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED on this 12th day of November, 2025.

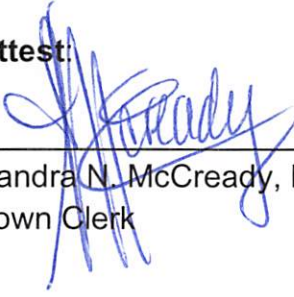
Motion By: Vice Mayor Tina Paul,

Second By: Commissioner Vildostegui.

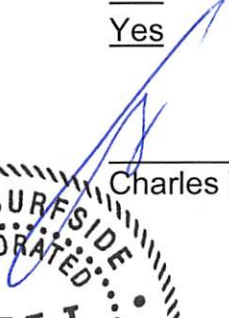
FINAL VOTE ON ADOPTION:

Commissioner Ruben A. Coto	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Absent</u>
Commissioner Gerardo Vildostegui	<u>Yes</u>
Vice Mayor Tina Paul	<u>Yes</u>
Mayor Charles W. Burkett	<u>Yes</u>

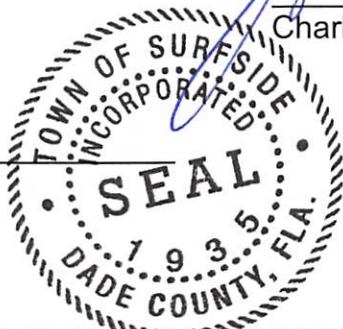
Attest:



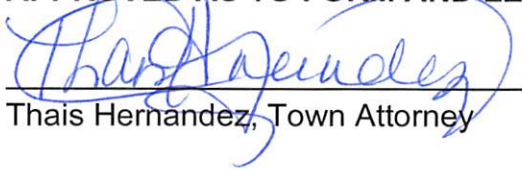
Sandra N. McCready, MMC
Town Clerk



Charles W. Burkett, Mayor



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Thais Hernandez, Town Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
KEITH AND ASSOCIATES, INC.**

THIS AGREEMENT (this "Agreement") is made effective as of the 6 day of FEBRUARY, 2024 (the "Effective Date"), by and between the **TOWN OF SURFSIDE**, a Florida municipal corporation, (hereinafter the "Town"), and **KEITH AND ASSOCIATES, INC.**, a Florida corporation, (hereinafter, the "Consultant").

WHEREAS, on June 13, 2023, the Town issued Request for Qualifications No. 2023-02 (the "RFQ") seeking to qualify and short-list firms for design services (the "Services") for the Surfside Memorial Project (the "Project"), which RFQ is incorporated herein by reference; and

WHEREAS, on August 15, 2023, the Town provided the pre-qualified and short-listed firms with Request for Proposals No. 2023-04 (the "RFP") for the Services, which RFP is incorporated herein by reference; and

WHEREAS, on November 14, 2023, the Town Commission adopted Resolution No. 2023-3220 selecting the Consultant and authorizing the Town Manager to negotiate an agreement with the Consultant as the top-ranked respondent; and

WHEREAS, on January 9, 2024, the Town Commission adopted Resolution No. 2024-3253 approving an agreement with the Consultant to provide the Services for the Project; and

WHEREAS, the Consultant will perform the Services on behalf of the Town all as set forth in the RFP, the RFQ, and the Consultant's Proposal attached hereto as Exhibit "A"; and

WHEREAS, the Town and Consultant, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Town desires to engage the Consultant to perform the Services for the Project and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows:

1. Scope of Services.

- 1.1. Consultant shall provide the Services for the Project as set forth in the Consultant's Proposal attached hereto as Exhibit "A" (the "Services") and in accordance with the RFP and RFQ.

1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Town.

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through completion of the Services thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Town Manager may renew this Agreement for up to one (1) additional year, as needed, on the same terms as set forth herein upon written notice to the Consultant.

2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

3. Compensation and Payment.

3.1. Consultant shall be compensated in an amount not to exceed \$246,000 for the Services in accordance with the Consultant's Proposal attached hereto as Exhibit "A." At the Town's discretion, the Town may request additional optional services or tasks from the Consultant in an amount not to exceed \$30,000 based on the hourly rates contained in the Consultant's Proposal attached hereto as Exhibit "A."

3.2. Consultant shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. Subconsultants.

4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager's sole and absolute discretion.

5. Town's Responsibilities.

5.1. Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, Town shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

8. Termination.

8.1. The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the Town's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Town Manager.

8.3. In the event of termination by the Town, the Consultant shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement

by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Walver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including

fees and expenses charged for representation at both the trial and all appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

- 15.2.** No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

- 16.1.** Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Town. Consultant shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 16.2.** Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 16.3.** Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 16.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- 16.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- 16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Sandra McCreedy, MMC
Mailing address: 9293 Harding Avenue
Surfside, FL 33154
Telephone number: 305-861-4863
Email: smccreedy@townofsurfsidefl.gov

17. **Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Town's area, circumstances and desires.
18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
19. **Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
20. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this

Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

- 22. Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 23. Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 24. Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 25. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
- 26. Conflicts; Order of Priority.** This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
- 26.1. First Priority: Base Agreement;
 - 26.2. Second Priority: E-Verify Affidavit;
 - 26.3. Third Priority: the RFQ and RFP; and
 - 26.4. Fourth Priority: Exhibit A – Consultant's Proposal.
- 27. Boycotts.** The Consultant is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.
- 28. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do->

i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

**[Remainder of page intentionally left blank.
Signature page and E-Verify Affidavit follows.]**

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participation/enrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☒ Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name:

STEPHEN CHURCH

Print Name:

PAUL WEINBERG

Title:

EXEC V.P.

Witness #2 Print Name:

Yevgeniy Khoshn

Entity Name:

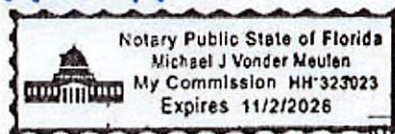
KETHA

ACKNOWLEDGMENT

State of Florida

County of BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of FEB, 2021 by PAUL WEINBERG (name of person) as (type of authority) for KETHA (name of party on behalf of whom instrument is executed).



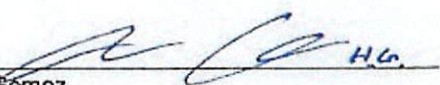
Notary Public (Print, Stamp, or Type as Commissioned)

☒ Personally known to me; or
☐ Produced identification (Type of Identification: _____)
☐ Did take an oath; or
☐ Did not take an oath

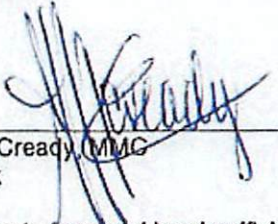
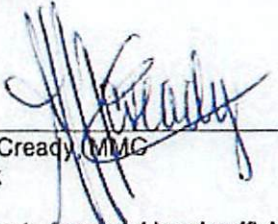
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF SURFSIDE

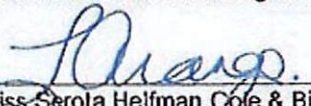
KEITH & ASSOCIATES, INC.

By: 
Hector Gomez
Town Manager

By: 
Name: PAUL WEINBERG
Title: EXECUTIVE V.P.

Attest:

By: 
Sandra McCready, MMC
Town Clerk

Approved as to form and legal sufficiency:

By: 
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Addresses for Notice:

Hector Gomez
Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
hgomez@townofsurfsidefl.gov (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Lillian Arango, Esq.
Town of Surfside Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
larango@wsh-law.com (email)

Addresses for Notice:

Paul Weinberg
301 E Atlantic Boulevard
Pompano Beach, FL 33060

954-788-3400 (telephone)
(facsimile)
pweinberg@keithteam.com (email)

With a copy to:

KEITH Proposal Team
301 E Atlantic Boulevard
Pompano Beach, FL 33060

954-788-3400 (telephone)
(facsimile)
proposal@keithteam.com (email)

EXHIBIT "A"
CONSULTANT'S PROPOSAL



Exhibit A – Project Understanding and Scope of Services

December 26, 2023

PROJECT UNDERSTANDING

The Town of Surfside (CLIENT) has requested that KEITH assist in the development of a KEITH Life project, Town of Surfside Memorial Park. The PROJECT SITE is located along 88th Street, between Collins Avenue and the Atlantic Ocean in the Town of Surfside. The property consists of one (1) parcel that includes folio number 14-2235-005-4180 and the OWNER of the property is listed as Town of Surfside. The project area may be slightly increased due to the design and conceptual development as was described in the RFQ response. If additional areas are to be included in future phases of design and implementation, the project area will be updated accordingly. For now the focus will remain on the 88th Street corridor from Collins Avenue to the Beach as generally shown in the graphics on the following page.

The project program for the Town of Surfside Memorial Park includes the design and development of a linear memorial park / plaza located on 88th Street, between Collins Avenue and the Atlantic Ocean. Understanding the balance between creating a meaningful open space and appropriately communicating the needs and emotions of the day that is being remembered and how it impacts those who visit will play a significant role in realizing the design of this memorial space. Also to be considered is the unique location of the project site and balancing the design of an exceptional waterfront park along the sensitive ecosystem of the beach, dunes and Atlantic Ocean.

The linear memorial design will also be required to maintain / incorporate emergency access to the beach. The inclusion of an artist or call to artists is a unique component of the project that will be coordinated to ensure an art component is a focus of the project. Specific program elements / materials that may be included within the project scope comprise: Re-use of materials (recycled concrete, rebar, copper wiring), vertical elements, natural and locally relevant materials.

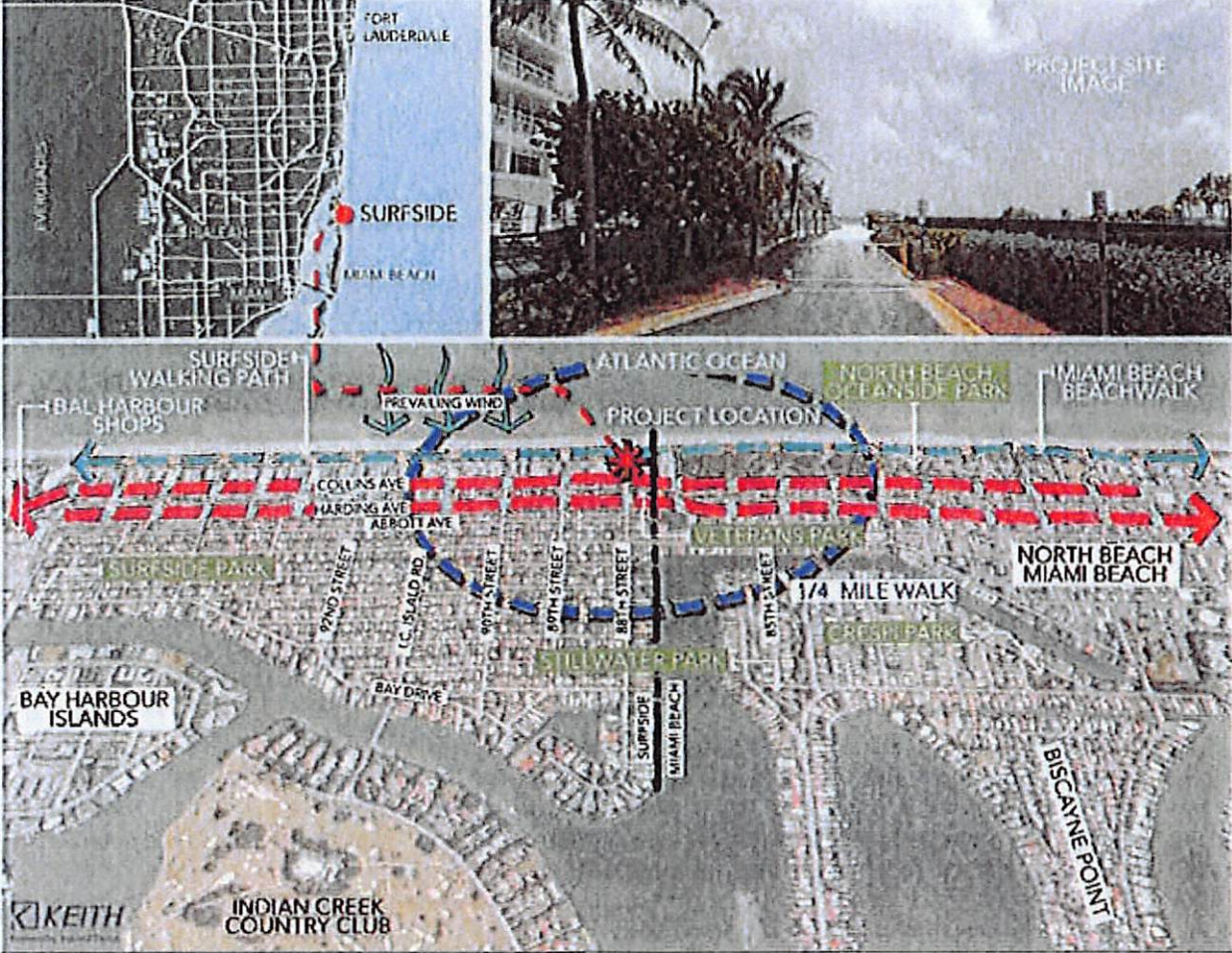
KEITH has not included any potential scope of work that is offsite. Offsite improvements, that may result as a part of this project, will be considered as additional service and contracted if necessary, through an addendum to this agreement. KEITH will work to identify any potential offsite improvements as early as possible for the Town to review.

KEITH will be responsible for the following disciplines: Survey/SUE (included as alternate), Planning, Civil Engineering, Landscape Architecture, Utility Coordination, Artist Collaboration / Site Specific Art and Design, Resiliency Planning, Public Outreach, Lighting Design, Structural Engineering and MEP. The scope of work is specifically described on the following pages and does not include work by other necessary disciplines unless specifically noted in the contract. The CLIENT/OWNER is responsible for all other disciplines to complete the project. For this project KEITH has included as subconsultants: Michael Singer Studios, Brizaga, and HLB Lighting. KEITH has identified the following agencies that will require coordination, submittals and or permitting throughout the project: Town of Surfside, Miami-Dade County and the Federal Department of Transportation (FDOT). If additional agency coordination is required, this will be included as a contract addendum.

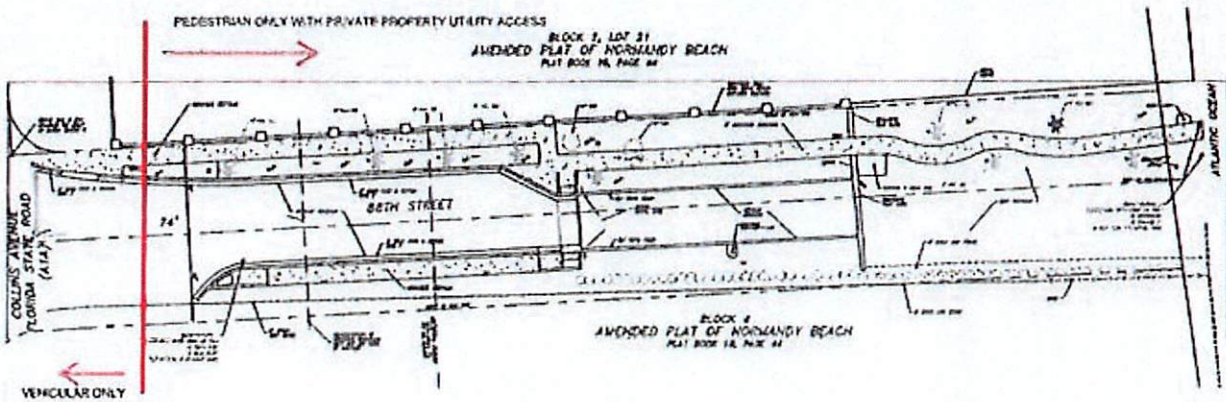
www.KEITHteam.com

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Project Areas – Project Location:



Project Extents:



PROJECT SCOPE

KEITH will provide the below services to assist the CLIENT and Project Team. The team has included the below "checked" disciplines or tasks to complete the previous program and following scope of design. The current proposal is to develop conceptual design alternatives, construction documents and may not include all services that will be included at the time of detailed design development.

☒ **Survey (Included as Alternate)**

- ☐ ALTA/NSPS
- ☒ Topography (Included as Alternate)
- ☒ Boundary (Included as Alternate)
- ☒ Tree (Included as Alternate)
- ☐ Sketch and Description
- ☐ Construction Layout
- ☐ Construction As-Built
- ☐ Other _____

☒ **SUE**

- ☐ Horizontal Designation
- ☐ Location Services
- ☐ Utility Mapping
- ☐ Records Research
- ☒ Utility Coordination
- ☐ Other _____

☒ **Planning Services**

- ☒ Due Diligence
- ☐ Platting
- ☐ Rezoning
- ☐ Conditional Use Permit
- ☐ Right of Way Vacation
- ☐ Site Plan Processing and Coordination
- ☐ Site Plan / Project Coordination
- ☐ Other _____

☒ **Resiliency and Public Outreach**

- ☒ Resiliency
- ☒ Public Outreach
- ☐ Other _____

☒ **Civil Engineering Services**

- ☒ Paving, Grading and Drainage
- ☒ Water Distribution and Sanitary Sewer
- ☒ Erosion Control Plan
- ☒ Permitting

☒ **Site Specific Art and Design**

- ☒ Site Specific Art and Design
- ☒ Call to Artists Coordination
- ☐ Other _____

☒ **Lighting Design**

- ☒ Site Lighting
- ☒ Landscape Lighting
- ☒ Coastal Lighting
- ☐ Other _____

☒ **MEP / Structural Engineering**

- ☒ Electrical Design
- ☒ Site Lighting
- ☐ Plumbing Design
- ☒ Structural Engineering
- ☐ Other _____

☒ **Landscape Architecture Services**

- ☒ Hardscape and Paving
- ☐ Fine Grading
- ☒ Landscape
- ☒ Irrigation
- ☒ Water Features
- ☒ Specialty Features
- ☐ Tree Inventory & Analysis
- ☐ Other _____

☐ **Construction/Program Management Services**

- ☐ Permitting
- ☐ Bidding Assistance
- ☐ Building Permit Coordination
- ☐ Construction Observation
- ☐ Construction Certification
- ☐ Other _____

It is assumed adequate service points already exist on-site or at the abutting site boundary or in the adjacent public right-of-way. No sewage pump station or offsite improvements or extensions, other than service connections, are anticipated under this Proposal.



DESCRIPTION OF SERVICES AND DELIVERABLES

APPROACH

KEITH believes in a context-based approach that considers multiple facets of the development process resulting in solutions that are curated for each authentic scenario. In addition to the traditional design approach, we believe careful consideration should be given to economic, ecological, and social factors. This cohesive approach to each project is engineered to enhance the opportunity for a resilient solution.

Our approach is categorized into the following three general phases:

Exploration Phase – The process of becoming familiar with an area through extensive analysis.

Inspiration Phase – The process of developing ideas emanating from the exploration process.

Implementation Phase – The process of activating a decision or plan.

PHASE 1 - MEETINGS AND COORDINATION

Task 001 Team Meetings and Meetings with Government Agencies / Permit Authorities

KEITH will coordinate, prepare for and attend meetings with Government Agencies, including project orientation meetings, review with Town Planning, Zoning, Fire Marshall, Engineering, and Utility representatives, and coordinate with applicable State and County Agencies required for final permit submittals.

KEITH will prepare for and attend all team meetings on an as needed basis for the duration of the project. KEITH will be represented at reoccurring team meetings by the project manager and when necessary, any team experts for specific disciplines.

For all applicable meetings KEITH will provide meeting minutes for the use of capturing discussion items, setting action items as well as follow-up. Unless directed otherwise by the CLIENT, these meeting minutes will only serve to capture the items directly responsible for the KEITH team and the interaction with agencies and/or the CLIENT.

As defined in the project schedule, the following milestones / deliverables will be included in the meetings phase:

- It is assumed that there will be bi-weekly project management meetings with the Town staff and also various meetings with agencies and review departments throughout the duration of the project.

PHASE 2 – EXPLORATION

Data Gathering and Analysis - The purpose of this task is to work collaboratively with the Town, staff and community to understand the context and influences on the project and to communicate these for review and discussion. The team has reviewed the most recent park committee report provided by the Surfside Memorial Committee on February 28, 2023. This will serve as the starting point for the project team. We understand the main objectives are to:

- Identify the message the Memorial will convey.
- Determine the elements that will convey the message.
- Establish parameters to guide the design.
- Retain an artist.

The end goal of this exploration phase is to develop an overview of the study area, previously prepared concepts and other influences to highlight strengths, weaknesses and opportunities. This will include survey (as alternate) of the site and surrounding areas, environmental assessment as well as a case study review of similar memorial projects to provide benchmarking and review elements. At this early stage, the team will



be reviewing the programming and operation/maintenance considerations for the desired Parks, Recreation and Open Space (PROS) plan. These findings will then be developed into a series of presentations for review/input of the Town and stakeholders and will be utilized as a starting point for the preliminary engineering and conceptual development of the team and to confirm the desired program for the project moving forward.

Disciplines and services provided during the exploration phase include:

- Survey – Topo, Boundary and Tree (included as alternate)
- Planning – Due Diligence and Site Planning Assistance
- Public Outreach – Public Involvement Plan
- Resiliency – Due Diligence and Preliminary Analysis
- Civil Engineering – Due Diligence and Preliminary Analysis
- Landscape Architecture – Due Diligence and Preliminary Analysis
- Lighting Design – Site Observation Report / Basis of Design Program Summary
- Artist Collaboration – Dialogue regarding approach / Call to Artist process

As defined in the project schedule, the following milestones / deliverables will be included in the exploration phase:

- Kick-off Meeting – To be conducted with Town Staff.
- Survey - develop (or review) final and updated Topo Boundary Survey for the project site as defined in the project scope (included as alternate).
- Community Participation Plan – KEITH will develop a Community Participation Plan that will also include the development of a website to host regular updates on the project as well as identifying the communication process and strategies to deliver information throughout the project.
- Project Startup and Data Review – This will include development of base materials which will also utilize drone capture site data, site reconnaissance, and develop additional base data and code research.
- Develop Program for Preliminary Community Meetings – This will include preliminary programming elements, site design concepts at diagrammatic level, presentation for input and facilitation of meetings community meetings.
- Public Meetings/Workshops - There will be up to three (3) public meetings during this phase to present programming and preliminary conceptual visions.
 - Town Commission
 - Surfside Memorial Committee
 - Public and Community Meeting
- Analysis of Feedback from Community Meeting – Develop summary of feedback from the meetings/presentations to allow inspiration phases to commence.

PHASE 3 – INSPIRATION

Based on the completed and approved Exploration Phase, the KEITH Team will develop initial recommendations and ideas for review by the Town Staff and identified stakeholders. The intent of this phase is to develop the preliminary design(s) and determine which of the ideas provide the best overall solution for the Town's goals. Typically, at this phase there will be a number of ideas or design plans developed for the project. Each will take a slightly contrasting approach – all of them will take input from the Town Staff and identified stakeholders, and appropriate KEITH team members to ensure the concepts represent the community's desire for the Memorial Park. The drawings and presentations prepared during this phase of design will be more conceptual in nature; however, they will be based on the detailed information gathered during the Exploration Phase and the community/stakeholder workshops that have already been completed.



Presentations, documents, and drawings produced in this phase will include illustrative plans, diagrams, before and after photo visualizations, 3D renderings, character imagery, opinions of probable costs, and other related graphic presentations to convey the overall intent of design. These documents will be reviewed and coordinated with Town Staff and identified stakeholders. This phase will also include a series of public workshops or community input sessions. The intent of this phase is to arrive at a single conceptual design that will be the basis for guiding the project forward into detailed design and/or the implementation phase.

Disciplines and services provided during the Inspiration phase include:

- Planning – Site Planning Assistance and Site Plan Development
- Public Outreach – Public Outreach
- Resiliency – Conceptual Design and Policy Review
- Civil Engineering – Conceptual Design
- Landscape Architecture – Conceptual Design
- Lighting Design – Conceptual Design
- MEP – Conceptual Design

Deliverables

- Conceptual Design Alternates and Cost Estimates– To include at a minimum up to two alternative designs including plans, 3D realistic renderings (up to 4 for each alternative), supporting diagrams and imagery as appropriate and cost estimation, based on Town of Surfside Staff direction. Concepts will be prepared in a preliminary and final submittal for reviews.
- Refine Conceptual Design for Preferred Alternative – To include a finalized version of a single concept to include all elements included conceptual site plan, 3D renderings and imagery to support as well as diagrams and cost information.
- Artist Collaboration – During this phase of the design the inclusion of the artist will be finalized which may include a special Call for Artist or development of art by the Michael Singer Studio artist included on the team. The art will be integrated into the Memorial Park designated area.
- Public Meetings/Workshops - There will be up to six (6) public meetings during this phase to present conceptual and schematic design presentations.



PHASE 4 – IMPLEMENTATION OF THE MEMORIAL PARK

Based on the approved Inspiration Phase of Design, KEITH will develop detailed design documents in coordination with the overall design team and CLIENT. The drawings will be developed in a 30%, 60% and 90% progress documentation for review and coordination, as well as a final for Permit and 100% Construction Documentation.

The anticipated scope for the project during construction includes the following deliverables and site area. The site is generally defined as the ROW on 88th Street east of Collins Ave to the dune on the east end of the street. The program is generally anticipated to include modified roadway configuration to County standards, pedestrian walkways, site furniture including (seating, trash receptacles, drinking fountain and bollards), site lighting is not anticipated to be custom, Florida Friendly Landscaping, Irrigation, Drainage, Minor Site structures including minor signage/wayfinding, trellis or overhead open air pavilion, coordination with the artist for memorial art location and design. Note that this scope does not include any major structural or MEP for building or similar structure. This scope does not include the KEITH Team developing the art or the full memorial as part of this scope. It is generally understood that the total cost for construction is intended to be no more than \$2,500,000 with approximately \$500,000 devoted to the memorial art component. KEITH is responsible for the scope in this proposal as it relates to the Surfside Memorial Park and the design of the memorial art and artist is to be delivered by others. KEITH team is to work with artist selected for the Memorial. KEITH team will assist through Call for Artist to obtain artist for Memorial.

KEITH understands the Town of Surfside will handle all permit applications and submittals based on KEITH's detailed design drawings.

Disciplines and services provided during the exploration phase include:

- Civil Engineering – Detailed Design
- Landscape Architecture – Detailed Design
- Site Lighting – Detailed Design
- Structure – Detailed Design
- MEP – Detailed Design

Deliverables:

- Attend bi-weekly design meetings
- 30%, 60%, 90%, and Final Plan and Specifications
- Assist with opinion of probable costs
- Client review and comment period
- Memorial Park and features by KEITH Team
- Memorial art and artist by others



Exhibit B – Project Schedule

PHASE 1 MEETINGS AND COORDINATION

Task 001 Team Meetings and Meetings with Government Agencies Ongoing throughout Phase 2 - 4

PHASE 2 – EXPLORATION

Task 701 Due Diligence and Data Review 1-2 Months

PHASE 3 – INSPIRATION

Task 702 Schematic Design and Site Plan Submittal 4-5 Months

PHASE 4 – IMPLEMENTATION

Task 703 Detailed Design 5-6 Months

Note: There is a 2-month float included across all phases

Add-In Alternate Schedule Item

PHASE 2 – EXPLORATION

Task 100 Topo, Tree and Boundary Survey 2 Months



Exhibit C – Project Fees and Hourly Rate Schedule

COMPENSATION

PHASE 1 MEETINGS AND COORDINATION

Task 001 Team Meetings and Meetings with Government Agencies \$10,000 (Hourly/Estimate) *

PHASE 2 – EXPLORATION

Task 701 Due Diligence and Data Review \$56,000 (Lump Sum)

PHASE 3 – INSPIRATION

Task 702 Schematic Design and Site Plan Submittal \$77,500 (Lump Sum)

PHASE 4 – IMPLEMENTATION

Task 703 Detailed Design \$102,500 (Lump Sum)

Total Fee \$246,000 + reimbursables *

** Reimbursable expenses may include printing, mailing or related project expenses not expected to exceed 5% of the total contract and will be billed at a straight cost with no mark-up.*

Add-In alternate fee for potential survey scope as described, not included in the base fee or agreement.

PHASE 2 – EXPLORATION

Task 100 Topo, Tree and Boundary Survey \$27,000 (Lump Sum)



Exhibit D HOURLY RATE TABLE

	<u>Hourly Rate</u>
Senior Project Executive.....	\$400.00
Project Executive	\$350.00
Expert Witness	\$500.00
Government Liaison.....	\$400.00
Senior Project Manager	\$275.00
Project Manager III.....	\$225.00
Project Manager II.....	\$175.00
Project Manager I.....	\$150.00
Assistant Project Manager.....	\$100.00
Administrative Assistant	\$80.00
Engineer VI.....	\$250.00
Engineer V.....	\$225.00
Engineer IV.....	\$195.00
Engineer III.....	\$165.00
Engineer II.....	\$135.00
Engineer I.....	\$110.00
Senior Construction Manager	\$190.00
Construction Manager.....	\$160.00
Inspector III.....	\$125.00
Inspector II.....	\$100.00
Inspector I.....	\$90.00
Chief Surveyor	\$190.00
Sr. Surveyor & Mapper	\$180.00
Project Surveyor II	\$165.00
Project Surveyor I	\$150.00
Technician IV.....	\$140.00
Technician III.....	\$125.00
Technician II.....	\$110.00
Technician I.....	\$90.00
Chief Planner	\$190.00
Senior Planner.....	\$160.00
Planner IV.....	\$140.00
Planner III.....	\$125.00
Planner II.....	\$110.00
Planner I.....	\$90.00
Senior Landscape Architect.....	\$200.00
Landscape Architect II	\$165.00
Landscape Architect I	\$135.00
Arborist.....	\$140.00
Designer III.....	\$145.00
Designer II.....	\$135.00
Designer I.....	\$125.00
Chief Utility Coordinator	\$190.00
Senior Utility Coordinator	\$150.00
Utility Coordinator	\$110.00
Subsurface Utility Location Manager	\$140.00
Field Supervisor	\$90.00
Utility Designating/GPR	\$200.00
Survey Crew IV	\$250.00
Survey Crew III	\$200.00
Survey Crew II	\$150.00
Survey Crew I	\$100.00
Survey Static Laser Scanning.....	\$250.00
Survey Drone Crew.....	\$200.00
Impervious Coring >8"	\$150.00/Each
Vacuum Excavation Test Hole (Pervious Surface).....	\$350.00/Each
Vacuum Excavation Test Hole (Impervious Surface).....	\$450.00/Each



Town of Surfside
NON-COERCION ATTESTATION

Name of Entity: KEITH and Associates, Inc ("Nongovernmental Entity")

This form shall be completed by an officer or representative of a nongovernmental entity executing, renewing, or extending a contract with the Town of Surfside, a governmental entity of the State of Florida, ("the Town") in compliance with Section 787.06(13), Florida Statutes.

I acknowledge that Section 787.06(13), Florida Statutes requires that, when a contract is executed, renewed, or extended between a nongovernmental entity (you) and the Town (us) in the State of Florida, the nongovernmental entity must provide the Town with an affidavit that Nongovernmental Entity does not use "*coercion for labor or services as defined in this section* (emphasis added)."

This signed attestation is provided to the Town to comply with Florida law.

If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity shall immediately notify the Town and no contracts may be executed, renewed, or extended between the parties and any existing contract shall be terminated by the Town without any penalty or damages to the Nongovernmental Entity notwithstanding any contractual provision stating otherwise.

This attestation is made for the benefit of, and reliance by, the Town.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Stephen D. Williams, P.E.

Title: Vice President

Signature:

Date: 10/31/2024

CONTRACT ADDENDUM

September 15, 2025

Mark Blumstein
Town of Surfside
9293 Harding Ave.
Surfside, FL 33154
Phone: (305) 861-4863 ext. 225
E-mail: MBlumstein@townofsurfsidefl.gov

Project Name: Surfside Memorial Project
Project Location: 88th Street, East of Collins
Surfside, FL 33154
KEITH Project Number: 13784.00
Contract Addendum: #3
Project Manager: Kelli Schueler

DESCRIPTION OF ADDITIONAL SERVICES

APPROACH

KEITH believes in a context-based approach that considers multiple facets of the development process resulting in solutions that are curated for each authentic scenario. In addition to the traditional design approach, we believe careful consideration should be given to economic, ecological, and social factors. This cohesive approach to each project is engineered to enhance the opportunity for a resilient solution. Our approach is categorized into the following three general phases:

Exploration Phase – The process of becoming familiar with an area through extensive analysis - complete

Inspiration Phase – The process of developing ideas emanating from the exploration process - complete

Implementation Phase – The process of activating a decision or plan - ongoing

MEETINGS AND COORDINATION

Task 003 Team Meetings and Meetings with Government Agencies / Permit Authorities

Note: KEITH has continued to attend meetings as necessary to move the project forward and has currently exceeded the agreed upon fee by \$8,500. Is it anticipated that ongoing meetings with stakeholders will continue (although less frequently) throughout the remainder of the implementation phase.

KEITH will coordinate, prepare for and attend meetings with Government Agencies, including project orientation meetings, review with City Planning, Zoning, Fire Marshall, Engineering, and Utility representatives, and coordinate with applicable State and County Agencies required for final permit submittals.

KEITH will continue to coordinate, prepare for and attend meetings with the Memorial Committee, Planning and Zoning and City Commission upon request to discuss design decisions and progress throughout the duration of the project.

KEITH will prepare for and attend all team meetings on an as needed basis for the duration of the project. KEITH will be represented at reoccurring team meetings by the project manager and when necessary any team experts for specific disciplines.

For all applicable meetings KEITH will provide meeting minutes for the use of capturing discussion items, setting action items as well as follow-up. Unless directed otherwise by the CLIENT these meeting minutes will only serve to capture the items directly responsible to the KEITH team and the interaction with agencies and/or the CLIENT.

SCHEDULE

Task 003 Team Meetings and Meetings with Government Agencies

Ongoing

COMPENSATION

Task 003 Team Meetings and Meetings with Government Agencies \$14,500 (Hourly/Estimate) *

Total Fee \$14,500 + reimbursables

**NOTE: The above "(Hourly/Estimate)" project task fees are based on the durations listed in the Project Schedule above. If the Task scheduled durations exceed the estimated time listed in the Project Schedule above, the "(Hourly/Estimate)" fee will increase proportionally. This work will be billed in accordance with KEITH current Professional Service Fee Schedule. If the billing reaches 75% of the estimated fee, an additional contract addendum will be submitted to the CLIENT.*

The CLIENT is required to execute this Addendum and return it to the CONSULTANT prior to commencement of the additional services described herein. All items, terms, and conditions of the original Agreement (as amended to include the scope defined herein) remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT
KEITH

Paul Weinberg, PLA, ASLA
Chief Operating Officer

DATED: _____

As to CLIENT
Town of Surfside

Signature: _____

Print Name: _____

Title: _____

DATED: _____



CONTRACT ADDENDUM

October 30, 2025 (Revised)

~~October 6, 2025~~

Mark Blumstein
Town of Surfside
9293 Harding Ave.
Surfside, FL 33154
Phone: (305) 861-4863 ext. 225
E-mail: MBlumstein@townofsurfsidefl.gov

Project Name: Surfside Memorial Project
Project Location: 88th Street, East of Collins,
Surfside, FL 33154
KEITH Project Number: 13784.00
Contract Addendum: #4
Project Manager: Kelli Schueler

DESCRIPTION OF ADDITIONAL SERVICES

The Town of Surfside (CLIENT) has requested that KEITH (CONSULTANT) assist in the permitting, contractor procurement as well as owner's representation and construction engineering inspection services to deliver the design of the Surfside Memorial project.

KEITH believes in a context-based approach that considers multiple facets of the development process resulting in solutions that are curated for each authentic scenario. In addition to the traditional design approach, we believe careful consideration should be given to economic, ecological, and social factors. This cohesive approach to each project is engineered to enhance the opportunity for a resilient solution.

Our approach is categorized into the following three general phases:

Exploration Phase – The process of becoming familiar with an area through extensive analysis - complete.

Inspiration Phase – The process of developing ideas emanating from the exploration process – complete.

Implementation Phase – The process of activating a decision or plan – ongoing.

PERMITTING

Task 705 Permitting

KEITH will prepare and submit the permit applications for the construction of the following improvements and process them through the following regulatory agencies:

Building Department

- Includes Dry-Run through the department prior to full submittal.

Water and Sewer System

- Town of Surfside Engineering Division – Sanitary Sewer.
- Town of Surfside Engineering Division – Water.

Paving, Grading, and Drainage System

- Miami Dade County DERM (Water Control) – Stormwater.
- Florida Department of Environmental Protection (FDEP) – Stormwater ERP.
- Town of Surfside Engineering Division.

Pavement Markings and Signage

- County Traffic Engineering Division.
- Town of Surfside Engineering Division.

Coastal Permits

- FDEP – Elements east of the CCCL line
- FWC – Lighting Design

Landscape Permits

- DERM – Tree Removal
- FDOT – Landscape Permit and Maintenance Agreement

KEITH will supply erosion control plans and ERP / Surface Water management permits, to the owner and contractor for contractor's use in preparing the NPDES Storm Water Pollution Prevention Plan (SWPPP) and securing the required NPDES Construction Activity Permit. The contractor (as permittee) is responsible for monitoring the construction activity for compliance with the NPDES permit and report to FDEP in accordance with the Permit.

If additional permits are required, KEITH will process them and the fees for these additional services will be submitted to CLIENT as additional services under a contract addendum if required.

PROCUREMENT OF CONTRACTOR

Task 800 Bidding and Award of Contract

KEITH will support the Town of Surfside during the procurement of the Contractor. KEITH will review contractor qualifications and provide input to the Town of Surfside during the selection process. KEITH along with the PM from the Town will develop the procurement documents. KEITH will focus on qualifications and contractor selection, the PM from the Town will focus on procurement and legal language from the Town of Surfside.

KEITH will assist the Town of Surfside drafting CONTRACTOR contract language for a proposed Owner Direct Purchase program to generate sales tax savings. Consultant will assist Town of Surfside in identifying any items that may be procured directly by the Town of Surfside for either an Owner Furnished and Contractor Installed scenario or an Owner Furnished and Owner Installed scenario.

This assistance will consist of:

Phase 1: Qualifications-Based Selection (RFQ)

1. KEITH will prepare a narrative of minimum qualifications and evaluation criteria to be included in the Request for Qualifications / RFQ (to be prepared / issued by the Town of Surfside).
2. Based on submittals received, KEITH will assist the Town in evaluation of qualified submissions and shortlist of firms for Phase 2.

Phase 2: Competitive Bid Selection (RFP)

1. KEITH will assist / review the Request for Proposal (to be prepared / issued by the Town) for shortlisted firms.
2. Facilitate / Attend pre-bid meeting with CLIENT and proposers having interest over the facilities designed by KEITH.
3. Issue responses to request(s) for information (Bid RFIs) for clarification as necessary during the bidding process as it pertains to the project.
4. Prepare Bid Tabulation for unit cost comparison and leveling between contractor submittals.
5. Assist the CLIENT in evaluating proposals based on cost and technical merit and provide recommendations.



OWNER'S REPRESENTATIVE / CEI / CONSTRUCTION ADMINISTRATION

The Town of Surfside (CLIENT) has requested that KEITH (CONSULTANT) assist in the owner's representation and construction observation services to deliver the design of the Surfside Memorial project.

DEFINITIONS

Agreement – The Professional Services Agreement between the Town of Surfside and the Consultant setting forth the obligations of the parties thereto, including but not limited to, the performance of the work, furnishing of services, and the basis of payment.

Contractor – The individual, firm, or company contracting with the Town of Surfside for delivering the Project.

Construction Contract – The written agreement between the Town of Surfside and the Contractor setting forth the obligations of the parties thereto, including but not limited to, the performance of the work, furnishing of labor and materials, and the basis of payment.

Owner's Project Manager – The Town of Surfside employee assigned to manage the Construction Project Owner's Representative Agreement and represent the Town of Surfside of Delray Beach during the performance of the services covered under the Agreement.

Consultant – The consulting firm under contract to the Town of Surfside as Owner's Representative for the Project, providing on-site Resident Project Representative Services.

Consultant Project Administrator/Project Manager (PM) – The employee assigned by the Consultant in charge of providing contract administration services.

Consultant Senior Project Engineer (or Landscape Architect) – The Engineer (or Landscape Architect) assigned by the Consultant in charge of providing contract administration for the Project. This person may supervise other Consultant employees and act as the lead Engineer (or Landscape Architect) for the Consultant.

Contract Documents – Documents provided by the Engineer (or Landscape Architect) of Record to demonstrate the scope of work to be performed by the Contractor.

Engineer (or Landscape Architect) of Record – The Engineer (or Landscape Architect) noted on the construction plans as the responsible person for the Project and directing the preparation of the drawings.

Resident Project Representative – The employee assigned by the Consultant at the Project site to assist the PM in fulfilling part-time inspection and contract administration responsibilities for the Town of Surfside at the Project site.



801.1 ITEMS TO BE FURNISHED BY THE CONSULTANT

801.1.1 Office Automation – Provide any software and hardware necessary to efficiently and effectively fulfill the responsibilities, under this scope of work.

801.1.1.1 Provide laptop computer running project management application through a mobile broadband connection at the jobsite or whatever technology is necessary. All computer coding will be input by Consultant personnel using equipment furnished by them.

801.1.1.2 Ownership and possession of computer equipment and related software, which is provided by the Consultant, will always remain with the Consultant. The Consultant will retain responsibility for risk of loss or damage to said equipment during performance. Field office equipment should always be maintained and operational.

801.1.2 Field Office – A Field Office will be required. The awarded Contractor will provide Consultant adequate space in their field office to use on an as needed basis. This may include a small space to work while onsite from time to time.

801.1.3 Field Equipment – Supply inspection and testing equipment essential to perform services under the scope of work; such equipment includes non-consumable and non-expendable items.

801.1.3.1 Hard hats will have the name of the consulting firm visibly displayed.

801.1.3.2 Equipment described herein and expendable materials will remain the property of the Consultant and will be removed upon completion of the project.

801.1.3.3 Consultant staff handling nuclear density gauges will be in compliance with their license.

801.1.3.4 Consultant retains responsibility for risk of loss or damage to said equipment during performance. Field equipment will always be maintained and in operational condition.

801.2 LIAISON RESPONSIBILITY OF THE CONSULTANT

For the duration of the project, the Consultant will keep the Town of Surfside's Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities.

Facilitate communications between all parties (i.e., architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the Town of Surfside's Project Manager for review and approval.



801.3 GENERAL REQUIREMENTS OF THE CONSULTANT

It will be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the Town of Surfside, and direct the Contractor to correct such observed discrepancies.

Inform the Town of Surfside's Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and coordinate with Engineer (or Architect) of Record the corrective action that has been directed to be performed by the Contractor.

Consultant will prepare for and attend all team meetings on an as needed basis for the duration of the project. Consultant will be represented at reoccurring team meetings by the project manager and when necessary, any team experts for specific disciplines.

For all applicable meetings, Consultant will provide meeting minutes for the use of capturing discussion items, setting action items as well as follow-up. Unless directed otherwise by the Town of Surfside these meeting minutes will only serve to capture the items directly responsible to the Consultant team and the interaction with agencies and/or the Town of Surfside.

801.4 OWNERS REPRESENTATION/CONSTRUCTION ADMINISTRATION

The Consultant will provide Owner's Representative services to include, but not be limited to:

801.4.1 Administration of Construction Contract – Consultant will perform Construction Administration Services in connection with the Project. The Consultant's Project Manager (PM) and Deputy Project Manager (DPM) will be the primary point of contact for and during the Construction Contract during construction and will have the responsibility for all communications with the Town of Surfside's Project Manager, Engineer (or Landscape Architect) of Record and Contractor. Services will include maintaining the required level of observation of Contractor activities, interpreting special provisions for the Construction Contract, maintaining records of activities and events relating to the Project and properly documenting Project changes.

801.4.2 Document Control Management System –The awarded Contractor will develop and implement an electronic document control management system (DCS) for the Consultant, Town of Surfside, Engineer (or Landscape Architect) of Record and Contractor to utilize for transfer information, and track review of Project documentation. The DCS will be setup at the start of the project with all DCS data provided to the Town of Surfside at the end of the Project. The DCS will include building an electronic platform for the Town of Surfside that can be transferred to the Town of Surfside, or viewed, at any time during the Project. The Consultant will engage the Town of Surfside in the design of the platform and will be trained in the platform by Consultant, if needed.

801.4.3 Constructability Field Review – Consultant will conduct a field review of the Contract Drawings with the Engineer (or Landscape Architect) of Record and the awarded Contractor to determine if there are any constructability issues, conflicts not shown, or



any Contractor proposed cost saving changes. The intent is to address these items prior to construction. Consultant will coordinate a meeting with the Town of Surfside and Engineer (or Landscape Architect) of Record to discuss any issues discovered and recommendations to resolve. The meeting will be documented with minutes.

- 801.4.4 Preconstruction Meeting** – Consultant will prepare an agenda and facilitate the pre-construction meeting with the Town of Surfside's awarded Contractor, Engineer (or Landscape Architect) of Record and Town of Surfside staff. Consultant will also coordinate with all utility companies and associated permitting Agencies to attend the meeting. Consultant will prepare and issue written minutes of pre-construction meeting.
- 801.4.5 Submittal Review** – Consultant will receive, log, and review shop drawings and submittals (including method of handling traffic) for general conformance with the design intent and provisions of the Contract Documents. Consultant will coordinate with Engineer (or Landscape Architect) of Record for their review and return approved submittals to Town of Surfside and Contractor within the timeframe specified in the contract documents. A detailed submittal log will be maintained and updated throughout the project duration including, but not limited to, dates submitted, received, reviewed, and returned along with a record of review comments.
- 801.4.6 Pay Estimate Review** – Consultant will review monthly payment applications submitted in a format acceptable to the Town of Surfside. Consultant will verify the quantities and invoiced amount as represented on the pay request and make a written recommendation to the Town of Surfside to proceed with the payment as requested, or as modified based on Consultant review.
- 801.4.7 Construction Clarifications** – Consultant will respond in writing to Contractor's Request for Information (RFI) regarding the Contract Documents. Consultant will coordinate with Engineer (or Architect) of Record as required to issue design interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. These interpretations will be rendered, and a response prepared and submitted to the Contractor in a timely manner. A detailed RFI log will be maintained and updated throughout the project duration including, but not limited to, dates submitted, received, reviewed, and returned along with a record of responses.
- 801.4.8 Construction Claims and Changes** – Consultant will prepare, review, and negotiate Town of Surfside requested or Contractor initiated Field Order (FO), Work Change Directive (WCD), Additional Work Authorization (AWA) or Change Order (CO) during the construction period.

Consultant will review, discuss recommendations with Town of Surfside all Contractor delay claims or requests for additional compensation within the construction period. Consultant will respond to the Contractor's claims in accordance with the Contract Documents.

Consultant will not verbally, or in writing execute any change orders with the Contractor. The Town of Surfside has sole authority to execute change orders.



801.4.9 Contract Compliance –The Consultant is responsible for reviewing, monitoring, evaluating, and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. The Consultant must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the Town of Surfside Project Manager as requested.

801.4.10 Aerial Photography – Consultant will provide a drone for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. These photographs will be filed and maintained on the Consultant's computer using a Digital Photo Management system.

Aerial photographs will be taken prior to commencement and at least monthly thereafter. Photographs will be clean, sharp, and clearly show details. The shutter speed should be such that all motion is eliminated. Digital photographs should be taken with a frequency designed to reveal changes in the progress of the Project, which can be compared to other project data including daily reports of construction and scheduling updates.

801.4.11 Tracking & Oversight of Material Samples – Consultant will track and oversee Contractor's Testing Lab for all specified material certifications, samples, and testing, while verifying Chain of Custody. Consultant(s) will also review signed and sealed reports from testing agencies for compliance.

801.4.12 On-Site Inspection – Monitor the Contractor's on-site construction activities and inspect materials entering the worksite in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The Consultant will also monitor off-site activities and fabrication unless otherwise stipulated. Consultant will monitor and inspect Contractor's Work Zone Traffic Control and National Pollutant Discharge Elimination System (NPDES) Plan and review any modifications to the Work Zone Traffic Control and NPDES Plan, including Alternate Work Zone Traffic Control Plan, Consultant's employees performing such services will be qualified in accordance with the Town of Surfside's standard procedures.

801.4.13 Certification of Construction Completion – Consultant will notify the Town of Surfside and Contractor in writing once the Project is deemed to meet contract completion milestones. Consultant will certify to the best of their knowledge based on visible inspections, and review of testing reports that the project was constructed in general conformance with the Contract Documents and all permit Conditions.

801.4.14 Substantial Completion and Final Completion Inspections – In conjunction with Town of Surfside staff, Consultant will make preliminary and final inspections at Substantial Completion (SC) and Final Completion (FC). Consultant will prepare a Project Completion "punch list" after preliminary inspection at SC and FC. Consultant will review completion of identified punch list items before final inspection to assist in the determination that if SC or FC has been achieved by the Contractor. Consultant



will advise the Town of Surfside and provide formal notice to the Contractor once SC or FC of the project has been reached in accordance with the Contract Documents.

801.4.15 Record Drawings – Consultant will review as-built record drawings from the Contractor and provide comments to achieve the final set of signed and sealed as-built record drawings upon FC.

801.4.16 Coordination with Town of Surfside and Private Utility Companies – Consultant will provide a representative to coordinate with Utilities Department and all private utility providing overhead and underground utilities. Consultant's representative will attend utility coordination meetings.

Consultant will also monitor Contractor's baseline and updated construction schedules to verify that any necessary utility relocations do not impact the Contractor's work sequence and notify the Town of Surfside and Contractor when and if the relocation work affects the Contractor's schedule.

801.4.17 Project Commissioning – Consultant will provide assistance, to the Contractor and Town of Surfside to implement project commissioning and turnover to Town of Surfside's and/or third-party O&M staff. Duties will include, but not be limited to, assisting with the planning and scheduling of facilities start-up, including equipment testing, personnel training, operational demonstration, turnover, and warranty initiation.

801.4.18 Project Closeout – In conformance with contract documents, Consultant will review, and deliver to the Town of Surfside Project Manager, the required contract documentation to be submitted by the Contractor as listed under the construction agreement. In addition, the Consultant will provide one complete set of final shop drawing submittals and the Contractor's field mark-up drawings demonstrating any construction deviations from the original construction plans.

801.5 PART-TIME RESIDENT PROJECT REPRESENTATIVE (RPR)

801.5.1 Consultant will assign a Part-Time Resident Project Representative (RPR) to assist the Consultant Project Manager (PM) in fulfilling contract administration responsibilities for the Town of Surfside at the site during construction. Consultant will maintain records of the Contractors daily operations and of significant events that affect the work. The RPR will be the PM's agent at the Site and will act as directed by and under the supervision of the PM and will confer with the PM regarding RPR actions.

801.5.2 Consultant's RPR will observe the Contractors' work to determine the progress and quality of work. Consultant will identify discrepancies, report significant discrepancies to the Town of Surfside, and direct the Contractor to correct such observed discrepancies.

801.5.3 Consultant will prepare digital photo and video documentation of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public



controversy. These photographs and video(s) will be filed and maintained by the Consultant using the Document Control Management System.

- 801.5.4** The PM will have additional inspection personnel visit the site periodically at times in conjunction with the RPR and the PM. All staff dealing in matters pertaining to the on-site work will in general be with knowledge of the PM and the Contractor keeping the Town of Surfside's Project Manager advised, as necessary. The PM team's dealing with the Contractor's subcontractors will be only through or with the full knowledge and approval of the Contractor. The RPR will communicate with the Town of Surfside with the knowledge of and under the direction of the PM.
- 801.5.5** The Consultant's RPR will inform the Town of Surfside's Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.
- 801.5.6** Consultant's RPR will verify that the Contractor is conducting inspections, preparing reports and monitoring storm water pollution prevention measures associated with the Project.
- 801.5.7** Consultant's RPR will facilitate coordination and communication between Utility Agency's representatives, Town of Surfside's staff and Contractor executing the work. The Consultant will identify potential utility conflicts and assist in the resolution of utility issues including Town of Surfside and Local Government owned facilities.

The Consultant will provide inspection services to include, but not be limited to:

- Serve as Owner's representative with construction Contractor, working principally through the Contractor's Superintendent and assisting him in understanding the intent of the Contract Documents.
- Provide daily (or weekly) reports and submit them daily (or weekly) as needed to Consultant's PM for approval. Reports should document all Contractor and Subcontractor personnel, all equipment on-site, whether it is idle or not, materials, quantities of work performed, weather condition, daily narrative of site activities, and any other necessary information. Reports should include photographic documentation of construction activities daily.
- Verify that the Contractor is complying with National Pollutant Discharge Elimination System (NPDES) and Stormwater Pollution Prevention Plan (SWPPP) plans, which are required by the Contractor to maintain during construction.
- Ensure that Contractor is complying with all Town of Surfside, State and Federal safety standards and that there is strict adherence to approved Maintenance of Traffic (MOT) plans.
- Conduct on-site observations of the work in progress to assist in determining if the work is proceeding in accordance with the Contract Documents and that completed work conforms to the Contract Documents. Consultant's inspector will immediately report, in writing to the Town of Surfside, whenever Consultant believes that work is unsatisfactory, faulty, defective, does not conform to the Contract Documents, does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment.



- Accompany visiting inspectors representing permit or regulatory agencies having jurisdiction over the project. Record in writing, the outcome of these inspections and report to Town of Surfside.
- Consider and evaluate construction Contractor's suggestions for modifications in drawings or specifications and report them to the Town of Surfside, in writing. Consultant's Construction Manager will make recommendation for action by the Town of Surfside.
- Review Contractor's as-built record drawing information on a monthly basis to confirm proper updates are being made.
- Assist the Contractor in coordinating all required materials and density testing, as required by the Construction Documents.
- Inspectors will work with the Contractor and develop a daily pay item quantity sheet (based on the approved Schedule of Values) to be reviewed and accepted each day agreeing to the quantities of Schedule of Value items installed.
- Complete the Town of Surfside's Contractor's Past Performance Evaluation Checklist with each payment request from Contractor.

801.6 ADMINISTRATIVE SERVICES

Consultant will provide all software and hardware necessary to efficiently and effectively conduct all responsibilities mentioned above. Ownership and possession of computer equipment and related software, which is provided by the Consultant, will remain at all times with the Consultant. The Consultant will retain full responsibility for any risk of loss or damage.

801.7 Construction Administration

This portion of the agreement is to serve the project to interpret design intent, construction and quality/craftsmanship of the project as designed by a third-party designer. These services will be performed independently of the Owners' Representative duties and will adhere to the below described activities.

Construction Observation for Certification

KEITH will provide construction services to ensure the integrity of the design intent and certify to the CLIENT and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved documents and permits. Any revisions or deviations to original construction documents, including but not limited to, substitutions and/or unforeseen conditions may impact schedule and will require additional fees. Services included are described as follows and are anticipated to take place in the time frame indicated in the "SCHEDULE" for CONSTRUCTION ADMINISTRATION SERVICES below.

Shop Drawing Reviews

KEITH will review required shop drawings, such as samples, product data, plant photos, and calculations, which the selected contractor is required to submit for review. This review will only be for conformance with the design concept of the project and compliance with the information provided on the design drawings and specifications. Such review will not extend to methods, means, techniques, construction sequence(s) or procedures, or to safety precautions and related programs. KEITH will also determine the acceptability, subject to CLIENT approval, of substitute materials and equipment proposed by contractors.



Issue Clarifications

KEITH will issue all instructions and revisions of the CLIENT to Contractor(s); issue necessary interpretations and clarifications of the contract documents; have authority, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there under, and make decisions on all claims of the CLIENT and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

As-builts Review

KEITH will review the record drawings (as-builts) to ensure substantial conformance to the permitted plans twice. Additional reviews due to non-compliant As-builts submitted by the contractor may impact schedule and will require additional fees. The contractor will be expected to have the as-builts revised in accordance with all comments.

Final Inspections

KEITH will participate with the CLIENT's representative, in a semi-final inspection for the purpose of determining if the project is substantially complete and participate in the preparation of a written "Punch List" of any defective or deficient items.

KEITH will participate in a final inspection together with CLIENT and contractor representatives to verify "Punch List" items are complete, and in substantial conformance to the permitted plans.

Additional inspections due to non-compliant Punch List item(s), may impact the schedule and will require additional fees.

Upon satisfactory completion of the final inspection, KEITH will certify the work has been completed in substantial conformance to the permitted plans, subject to any conditions therein expressed.

Final Certifications

KEITH will prepare final certification to all appropriate permitting agencies utilizing record drawings for the design from the survey information supplied by the contractor, or by other means agreed to by both KEITH and CLIENT.

We anticipate the following items requiring as-built certification:

- Water System
- Sanitary Sewer System
- Paving Grading and Drainage System

Errors and Omissions

KEITH will review and administer the project on behalf of the CLIENT utilizing the Contract Documents, provided by the CLIENT. If response to RFI or the administrative process results in a change order, KEITH is not liable for errors and omissions in the CLIENT's Contract Documents.



SCHEDULE

Task 705 Permitting	4 Months
Task 800 Procurement of Contractor-Bidding and Award of Contract	2 Months
Task 801 Owner's Representative and Construction Administration	10 Months

COMPENSATION

Task 705 Permitting	\$45,000 (Hourly / NTE)
Task 800 Procurement of Contractor-Bidding and Award of Contract	\$25,000 (Hourly / NTE)
Task 801 Owner's Representative and Construction Administration	\$160,000 (Lump Sum)*

Total Fee **\$230,000 + reimbursables**

Anticipated Owners Construction Budget is +/- \$3,500,000.00-\$4,000,000.00

***Task 801** will be invoiced on a flat monthly basis for 10 months commencing in March 2026 – Months 1-6 at \$15,000/mo. and Months 7-10 at \$17,500/mo.

The CLIENT is required to execute this Addendum and return it to the CONSULTANT prior to commencement of the additional services described herein. All items, terms, and conditions of the original Agreement (as amended to include the scope defined herein) remain unchanged and in full force and effect, except for the retention of an artist that is hereby stricken in exchange for the Total Fee outlined herein.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT
KEITH

Paul Weinberg, PLA, ASLA
Chief Operating Officer

DATED:_____

As to CLIENT
Town of Surfside

Signature:_____

Print Name:_____

Title:_____

DATED:_____

