

**AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN  
AND ASSOCIATES, INC.**

This is Amendment number 1 dated **August 11, 2025** to the agreement between Hallandale Beach Community Redevelopment Agency ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated **August 18, 2022** ("the Agreement") concerning **District 8 (formerly known as F.A.D.D.) NE 1<sup>st</sup> Ave CRA Bond Program Project #2** (the "Project").

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

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will perform the following services:

**Amendment Understanding**

Due to work already completed out of scope to the original contract, an amendment will be required to perform Post Design construction phase services as well as additional design services requested by the Client. Out of scope work already completed was performed using the approved budget for the project in reaction to Client requests to assist the Client in expediting responses to Client requests:

- Revisions to plans and V.E. services to provide alternate designs based on Client feedback after GMP set/ 100% plans delivered
- Re-design and re-permitting 1<sup>st</sup> Ave drainage system to accommodate City drainage project
- Attendance at approximately 12 months of project progress meetings beyond originally anticipated and scheduled.
- Incorporation of Geotech Services outside of the terms of the original contract.

Because of the above and because the construction schedule is now 18 months instead of the anticipated 12 months, additional budget will be required for Post Design Services

**Assumptions:** This following scope of services for Amendment 1 assumes the following:

- No additional survey, geotechnical engineering and/or subsurface utility exploration services are anticipated; those services are excluded from this amendment.
- All improvements will be located within City R/W.

**TASK 2 - POST DESIGN SERVICES**

The Consultant will provide the following Post Design services specifically stated below:

**Stakeholder Meeting Attendance.** Consultant will attend up to two Client-organized stakeholder meetings.

**Site Visits and Construction Observation.** Consultant will make visits up to twice monthly, for a maximum of 30 times, 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, Consultant 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.

Consultant 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.

**Construction Meetings.** Consultant will attend virtual construction meetings up to twice monthly for up to 36 virtual meetings.

**Recommendations with Respect to Defective Work.** Consultant will recommend to Client 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 Documents.

**Clarifications and Interpretations.** Consultant 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 Client.

**Change Orders.** Consultant may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

**Shop Drawings and Samples.** Consultant will review and take appropriate action in respect to 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 action 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."** Consultant will evaluate and determine the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.

**Inspections and Tests.** Consultant may require special inspections or tests of Contractor's work and may receive and review certificates of inspections within Consultant's area of responsibility. Consultant'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. Consultant is entitled to rely on the results of such tests.

**Disputes between Client and Contractor.** Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client 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, Consultant will recommend amounts that Contractor be paid. Recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant'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 Client, Consultant 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.** Consultant will conduct a final site visit to determine

if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor.

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

The services currently authorized to be performed by Consultant in accordance with the Agreement and previous amendments, if any, shall be modified as followed:

Post Design Services scope is modified from original agreement based on CMAR's construction schedule; see full scope above.

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

Schedule for 1<sup>st</sup> Ave and parking lot Post Design phase coincides with CMAR's construction schedule, anticipated to be 18 months. The 1<sup>st</sup> Ave portion of the construction schedule, for the purposes of this agreement is approximately 12 months.

For the services set forth above, Client shall pay Consultant the following compensation (Lump Sum, inclusive of expenses):

<b>Task 5: POST DESIGN SERVICES</b>	<b>\$ 49,920</b>
<b>AMENDMENT 1 TOTAL:</b>	<b>\$ 49,920</b>

CLIENT:

CITY OF HALLANDALE BEACH  
COMMUNITY REDEVELOPMENT AGENCY

By: 

Title: Executive Director

Date: 8-12-25

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.



By: Christopher W. Heggen, P.E.

Title: Senior Vice President

Date: August 11, 2025