CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444

AMENDMENT NO. 4 TO THE AGREEMENT FOR
PROFESSIONAL ENGINEERING DESIGN SERVICES FOR TROPIC
ISLES ROADWAY UNDERGROUND UTILITY IMPROVEMENTS, PHASE II
RFQ NO. 2019-040

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF DELRAY BEACH
AMENDMENT NO. 4 TO THE AGREEMENT FOR
PROFESSIONAL ENGINEERING DESIGN SERVICES FOR TROPIC
ISLES ROADWAY UNDERGROUND UTILITY IMPROVEMENTS, PHASE II

THIS AMENDMENT NO. 4 to the Agreement for Professional Engineering Design Services for Tropic Isles Roadway Underground Utility Improvements Phase II, dated June 14, 2022, by and between City of Delray Beach, a municipal corporation of the State of Florida ("City"), whose address is 100 NW 1st Avenue, Delray Beach, Florida 33444, and Kimley-Horn and Associates, Inc. ("Contractor"), a North Carolina corporation authorized to do business in the State of Florida, whose address is 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601, is entered into this ____ day of _____, 20__.

WITNESSETH:

WHEREAS, on June 14, 2022, the City entered into an agreement with Contractor for professional engineering design services for Phase II of the Tropic Isles Roadway Underground Utility Improvements Project pursuant to RFQ No. 2019-040 ("Agreement"); and

WHEREAS, on November 14, 2023, the City and Contractor executed Amendment No. 1 to the Agreement to expand the scope of services to include additional tasks related to drainage easements and existing drainage outfall pipes; and

WHEREAS, on December 10, 2024, the City and Contractor executed Amendment No. 2 to the Agreement to expand the scope of services to include sidewalk design services for sidewalks abutting Florida Boulevard and Spanish Trail within Tropic Isle; and

WHEREAS, on April 7, 2026, the City and Contractor executed Amendment No. 3 to the Agreement to expand the scope of services to include the replacement and abandonment of the watermains along Florida Boulevard and expand the watermain at Dogwood Drive; and

WHEREAS, the City and Contractor desire to amend the Agreement to provide additional professional engineering design services for construction services for Phase II of the Tropic Isle Neighborhood Improvement Project including roadway reconstructions, sidewalk construction, water main construction and service laterals, gravity sewer lining and service laterals, and construction of stormwater pipe and structures from Allamanda Drive to McCleary Street; and

WHEREAS, Contractor agrees to continue to provide services to the City in accordance with the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.

2. This Amendment No. 4 adds professional engineering design services for Phase II of the Tropic Isle Neighborhood Improvement Project, including, but not limited to, roadway reconstruction, sidewalk construction, water main and service lateral construction, gravity sewer lining and service laterals, and constructions of stormwater pipe and structures from Allamanda Drive to McCleary Street as further define in Attachment "A", which is incorporated herein.

3. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby confirmed. The Agreement, Amendment No. 1, Amendment No. 2, Amendment no. 3 and this Amendment No. 4 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and Consultant hereto have executed this Amendment as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

_____
Alexis Givings, City Clerk

By: _____
Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:

_____
Lynn Gelin, City Attorney

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Print Name: ERIC REGUEIRO, P.E.

Title: VICE PRESIDENT

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 21 day of July, 2026 by Eric Regueiro (name of person), as Vice President (type of authority) for Kimley-Horn and Associates, Inc. (name of party on behalf of whom instrument was executed).

Personally known ✓ OR Produced Identification ___
Type of Identification Produced _____

LORI D'AMICO
MY COMMISSION # HH 496159
EXPIRES: March 16, 2028

Lori D'Amico
Notary Public – State of Florida

EXHIBIT A

SCOPE OF SERVICES

AMENDMENT 4 - PHASE II – ADDITIONAL SERVICES FOR LIMITED CONSTRUCTION PHASE SERVICES

TROPIC ISLE NEIGHBORHOOD IMPROVEMENTS

June 24, 2026

Kimley-Horn and Associates, inc. ("Kimley-Horn" or "Consultant") is pleased to submit this amendment to the scope of services to city of Delray Beach ("Client" or "City") for providing engineering services for the Tropic Isle Neighborhood Improvements project Phases 1-3.

The parties now desire to amend the agreement 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 provide the services specifically set forth below.

I. PROJECT DESCRIPTION

The CITY of Delray Beach has requested Kimley-Horn prepare an amendment for construction phase services for Phase II of the Tropic Isle Neighborhood improvements project. The improvements include roadway reconstruction, sidewalk construction, water main construction and service laterals, gravity sewer lining and service laterals, and construction of stormwater pipes and structures from Allamanda Drive to McCleary Street.

The services described herein will pertain to tasks associated with limited construction phase services.

II. SCOPE OF SERVICES

Provide the following tasks.

TASK 601 USACE Federal Permit Reverification

Due to the current USACE Nationwide Permits expiring and not having the ability to be extended, Kimley-Horn will prepare and submit a reverification of the existing USACE Nationwide Permit SAJ-2025-01325. It is possible the USACE may require a new benthic survey, therefore this scope includes an updated benthic survey. Once the application is submitted, Kimley-Horn will respond to up to two RAIs. Kimley-Horn will also attend up to one onsite meeting with USACE if required. Any additional RAIs or meetings with USACE will be considered additional services.

The Consultant will assist the Client in applying for those permits and approvals stated in the scope of services. This assistance will consist of completing and submitting forms to the appropriate regulatory agencies, but will not include studies, research, or attendance

at more than two (2) meetings with public officials or special documentation not normally required for a project of this type. The Consultant makes no warranty that regulatory agencies will issue the permits and approvals desired by the Client. The Client is responsible for permit extensions.

TASK 602 Limited Construction Phase 1 Services

Consultant shall provide limited construction phase services for Phase 1 of construction, as specifically described herein. Estimated fees are based on an assumed construction duration of approximately (18) months for Phase 1. Any unused budget remaining at the conclusion of Phase 1 may be applied, upon Client's direction, to Phase 2 and Phase 3 construction phase services.

Limited construction phase services entail only those tasks expressly identified in this Agreement and are limited to the budgeted amount established herein. Consultant shall monitor progress relative to the established budget and will notify the Client in advance of reaching the budget threshold.

Services performed beyond the defined scope or in excess of the established budget shall be considered additional services and shall not proceed without prior written authorization from the Client.

The CONSULTANT will perform the following tasks:

- Pre-Construction Conference. Consultant will attend a pre-construction conference before the start of construction.

- Site Visits and Construction Observation. Consultant will make visits to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, 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.

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

- 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.

- 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.

TASK 603 Limited Construction Phase 2 Services

Consultant shall provide limited construction phase services for Phase 2 of construction, as specifically described herein. Estimated fees are based on an assumed construction duration of approximately (18) months for Phase 2. Any unused budget remaining at the conclusion of Phase 2 may be applied, upon Client's direction, to Phase 1 or Phase 3 construction phase services.

Limited construction phase services entail only those tasks expressly identified in this Agreement and are limited to the budgeted amount established herein. Consultant shall monitor progress relative to the established budget and will notify the Client in advance of reaching the budget threshold.

Services performed beyond the defined scope or in excess of the established budget shall be considered additional services and shall not proceed without prior written authorization from the Client.

The CONSULTANT will perform the following tasks:

- Pre-Construction Conference. Consultant will attend a pre-construction conference before the start of construction.

- Site Visits and Construction Observation. Consultant will make visits to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, 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.

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

- 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.

- 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.

TASK 604 Limited Construction Phase 3 Services

Consultant shall provide limited construction phase services for Phase 3 of construction, as specifically described herein. Estimated fees are based on an assumed construction duration of approximately (18) months for Phase 3. Any unused budget remaining at the conclusion of Phase 3 may be applied, upon Client's direction, to Phase 1 or Phase 2 construction phase services.

Limited construction phase services entail only those tasks expressly identified in this Agreement and are limited to the budgeted amount established herein. Consultant shall monitor progress relative to the established budget and will notify the Client in advance of reaching the budget threshold.

Services performed beyond the defined scope or in excess of the established budget shall be considered additional services and shall not proceed without prior written authorization from the Client.

The CONSULTANT will perform the following tasks:

- Pre-Construction Conference. Consultant will attend a pre-construction conference before the start of construction.

- Site Visits and Construction Observation. Consultant will make visits to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, 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.

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

- 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.

- 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.

III. ASSUMPTIONS

Our scope and fee are based on the following assumptions:

- Due to the location of existing above ground and below ground utilities along the proposed improvement areas, utility coordination and relocation is anticipated. Construction plans for relocation of any utilities will be formed by the UAO's and is not included in this scope.
- Currently, no permit fee is required by the USACE for this project. If the USACE revises its permit fee requirements prior to permit issuance, such fees shall be paid directly by the City and are not part of this scope.
- It is anticipated that the following construction phase services will be provided by a separate CEI firm and are not included as part of this scope:
  - Leading progress meetings/construction meetings and preparation of meeting notes/minutes
  - Resident Project Representative
  - Review of Pay Application
  - Review of Contractor Staging and Phasing Plans
  - Review of Contractor provided MOT Plans
  - Preparation of Change Orders
  - Review and approval of shop drawings and samples
  - Substantial Completion of work reviews
  - Permitting and certifications
  - Final site visit and punch lists
  - Preparation of Record Drawings

If any of these assumptions are not correct, then additional scope and fee will be required.

IV. ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to the following:

a. Design revisions and incorporation of construction manager at risk (CMAR) comments are not part of the current scope and shall only be performed upon written authorization from the City; such efforts will be addressed as additional services, including but not limited to redesign due to changes in project criteria, modifications to accommodate contractor means and methods or sequencing, value engineering revisions, and rework resulting from revised cost estimates or constructability feedback.
b. Additional services may entail, but are not limited to, evaluation of CMAR value engineering proposals, design revisions associated with cost estimates or budget reconciliation, modifications to accommodate contractor means and methods or sequencing, participation in additional CMAR coordination meetings or workshops, preparation of supplemental design exhibits or alternate concepts, expanded RFI responses, revisions due to unforeseen field or utility conflicts, development of phased or early work packages, expanded submittal reviews, updates to construction cost opinions, and support for additional public or stakeholder coordination.
c. Attendance and participation in project meetings (in person and/or virtual)
d. Shop drawing and sample reviews
e. Traffic Analysis and Studies
f. Geotechnical services and reports
g. Any requests to revise agreed upon easement dimensions
h. Temporary construction easements
i. Coordination with property owners for access
j. Additional permits or permit extensions beyond the scope of work in this contract

V. COMPENSATION

Consultant will perform the services in Task 601-604 for the labor fee plus expense (hourly) basis with the maximum labor fee shown in the attached fee estimate sheet, exhibit B. Labor fee will be billed on an hourly basis according to our then-current rates. Rates are effective through June 30, 2028, after which the then-current rates will apply. Any rate increases will be limited to a maximum of 5% or the Consumer Price Index (CPI), whichever is lower, and must be mutually agreed upon by the Consultant and the Client on an annual basis. Direct Expenses billed as a percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, first class postage, supplies, project related computer time, and local mileage.

Consultant will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts for not-to-exceed items are provided for budgeting purposes only. Consultant reserves the right to reallocate amounts among tasks as necessary for not-to-exceed budgets. Refer to attached Estimated Effort Proposal for summary of estimated staff hours and expenses. Payment will be due within 45 days of your receipt of the invoice and should include the invoice number and Consultant project number.

Kimley»Horn

06/24/26v6

EXHIBIT B
Estimated Effort Proposal - Delray Beach
Tropic Isle Improvements Project - AMENDMENT 4

	TASKS	Kimley-Horn Staff								
		Principal/ Project Manager	Principal Engineer	Professional	Project Engineer	Analyst I	Support Staff			
	Hourly Billing Rate	$297.00	$240.00	$205.00	$180.00	$152.00	$115.00	Total Hours	Labor Cost	Total Cost
601	Task - USACE Federal Permit Reverification	4		60		96	4	164	$ 28,540.00	$ 28,540
602	Task - Limited Construction Phase 1 Services									
	PreConstruction Conference	4		4	4			12	$ 2,728.00	$ 2,728
	Site Visits & Construction Observation	8	8	54	60		4	134	$ 26,626.00	$ 26,626
	Clarifications and Interpretations	20	15	180	160	16	4	395	$ 78,132.00	$ 78,132
	Change Orders			8				8	$ 1,640.00	$ 1,640
	Disputs between Client and Contractor	4		22				26	$ 5,698.00	$ 5,698
603	Task - Limited Construction Phase 2 Services									
	PreConstruction Conference	4		4	4			12	$ 2,728.00	$ 2,728
	Site Visits & Construction Observation	8	8	54	60		4	134	$ 26,626.00	$ 26,626
	Clarifications and Interpretations	24	24	200	184	16	4	452	$ 89,900.00	$ 89,900
	Change Orders			8				8	$ 1,640.00	$ 1,640
	Disputs between Client and Contractor	4		22				26	$ 5,698.00	$ 5,698
604	Task - Limited Construction Phase 3 Services									
	PreConstruction Conference	4		4	4			12	$ 2,728.00	$ 2,728
	Site Visits & Construction Observation	8	8	54	60		4	134	$ 26,626.00	$ 26,626
	Clarifications and Interpretations	24	24	220	192	16	4	480	$ 95,440.00	$ 95,440
	Change Orders			8				8	$ 1,640.00	$ 1,640
	Disputs between Client and Contractor	4		22				26	$ 5,698.00	$ 5,698
	TOTAL HOURS	120	87	924	728	144	28	2031		
	Subtotals	$ 35,640	$ 20,880	$ 189,420	$ 131,040	$ 21,888	$ 3,220		$ 402,088	$ 402,088
									DIRECT EXPENSES 4.6% OF LABOR	$ 18,496
Rates are effective through June 30, 2028, after which the then-current rates will apply. Any rate increases will be limited to a maximum of 5% or the Consumer Price Index (CPI), whichever is lower, and must be mutually agreed upon by the Consultant and the Client on an annual basis.										
									TOTAL COST	$ 420,584