



TOWN OF MELBOURNE BEACH

TOWN COMMISSION WORKSHOP

JANUARY 12, 2022

AGENDA PACKET

Town of Melbourne Beach

PUBLIC NOTICE

AGENDA

TOWN COMMISSION WORKSHOP WEDNESDAY JANUARY 12, 2022 @ 6:00 pm MASNY ROOM – 507 OCEAN AVENUE

Commission Members:

Mayor Wyatt Hoover
Vice Mayor Joyce Barton
Commissioner Sherrie Quarrie
Commissioner Corey Runte
Commissioner Marivi Walker

Staff Members:

Manager Elizabeth Mascaro
Town Clerk Jennifer Torres

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, THE TOWN HEREBY ADVISES THE PUBLIC THAT: In order to appeal any decision made at this meeting, you will need a verbatim transcript of the proceedings. It will be your responsibility to ensure such a record is made. Such person must provide a method for recording the proceedings verbatim as the Town does not do so. In accordance with the Americans with Disability Act and Section 286.26, Florida Statutes, persons needing special accommodations for this meeting shall, at least 5 days prior to the meeting, contact the Office of the Town Clerk at (321) 724-5860 or Florida Relay System at 711.

I. Call to Order

II. Roll Call

III. Pledge of Allegiance and Moment of Silence

IV. Public Comment

After being acknowledged by the Mayor, members of the public should state their name and address for the record. The Commission encourages citizens to prepare their comments in advance. Each individual will have three (3) minutes to address the Commission on any topic(s) related to Town business not on the Agenda. Please remember to sign the sign-in sheet provided if you will be speaking at the meeting.

VI. New Business

- A. Consideration of proposal from Dix-Hite to provide professional design services for the Melbourne Beach Business District Corridor.

VII. Adjournment



December 22, 2021

Elizabeth Mascaro
Town Manager
Town of Melbourne Beach
507 Ocean Avenue
Melbourne Beach, FL 32951-2523
townmanager@melbournebeachfl.org

Re: Melbourne Beach Ocean Avenue Vision Plan
211207

It is my pleasure to submit this proposal to provide professional design services for the Melbourne Beach Business District Corridor, examining the vision for the street character of 4 blocks of Ocean Avenue, bookended with Curtis Byrd Park and Ryckman Park. Two of the eastern blocks are part of AIA, and a signal exists at Oak Street and Ocean Avenue. We are excited for the opportunity to work with your team and look forward to collaborating on a vision plan for the Project. The focus of the plan will be to enhance the character and function of the corridor, examining pedestrian and bicycle connectivity, on street parking options, intersection alternatives, regulatory signage options, lighting, pedestrian crossings, stormwater treatment options (with LID considered), site furnishings, landscape, hardscape, associated urban design opportunities and next steps. We understand that the City of Melbourne Beach is very forward thinking relative to multi-functional green infrastructure; this will be foundational to our approach.

Dix.Hite + Partners Design Process:

Dix.Hite applies a transparent and scalable process we call the “6D approach,” which brings the entire design team, client and stakeholders together at the outset of the project to identify the “dream” for the project through discovery, design, documentation, and delivery, with the constant thread of “discussion” and client input at key touch points throughout the process. With a seat at the table at the launch of the design process, our landscape architects and urban designers can help verify and vet the dream and identify and mitigate potential challenges. We proposed that the consultant team include a transportation planner and civil engineer to assist in the evaluation of stormwater, drainage, and inclusive access at this exploratory stage of the process. We have included Kittelson & Associates in that role and their scope is also attached.

If you agree with the terms outlined in this proposal please sign where indicated and return a copy to me for our files. We look forward to working with you and building a long-term relationship and helping you achieve your dream!

Regards,

Chris Hite
CEO/ President

Attachments

SCOPE OF SERVICES
Melbourne Beach Ocean Avenue Vision Plan
211207
December 22, 2021

I. DREAM / DISCOVER / DESIGN

- I.1 Project Description** – The Town of Melbourne Beach (Client) desires to engage Dix.Hite + Partners, Inc. (Consultant) to provide professional services in support of Client's development of a Vision Plan for the Ocean Avenue (Project) corridor between Ocean Park and Inlet Park, As an integral member of the Client's Project team Consultant will provide visioning services to the Client who in turn will provide required Project/site information (plans, studies, investigations), respond to requests from Consultant, and who will review and provide comments/feedback as appropriate on deliverables submitted by Consultant.
- I.2 Project Program/Elements**
Enhance the character and function of the corridor, examining pedestrian and bicycle connectivity, on street parking options, lighting, pedestrian crossings, stormwater treatment options, site furnishings, landscape, hardscape, and urban design opportunities.
- Urban design
 - Bicycle and pedestrian connectivity
 - Site furnishing recommendations
 - Landscape master plan and palette
 - Wayfinding (gateways, banners, key directional signage)
 - Area Lighting
 - Art
 - Overall brand
 - Stormwater enhancements
- I.3 Project Team** – The following personnel will be assigned to this Project and will have the responsibilities described:
- | | |
|---|---------------------|
| Dix.Hite + Partners (Planning and Design): | |
| Scott Toschlog | Principal in Charge |
| Jason Holden | Project Manager |
| Greg Bryla | Lead Design |
| Chris Hite | Vision/ Design |
| Kittelson & Associates (Transportation Planning): | |
| Wade Walker | Project Principal |
| JP Weesner | Project Manager |
- I.4 Project Coordination** – In addition to the specific services detailed below (the "Services"), Consultant shall coordinate our work with the Client's representative and the Client's Project team, monitor the Project schedule as it relates to the scope contained herein, coordinate subconsultants and provide timely invoicing and reporting of Project progress.
- I.5 Base Data** – The Client will provide Consultant with the following data that Consultant will incorporate into the development of base plans prior to beginning design work. Consultant shall rely on all information supplied by the Client as accurate and correct. Additional work required due to inaccurate, incorrect, or incomplete information supplied by the Client shall be completed as an Additional Service.
- Existing ROW Survey information to include the following:
 - Boundary Survey
 - Topographical Survey
 - Site Survey
 - Tree Survey

- Utilities
 - Existing/ As Built Civil Plans
 - Soils Information (if available)
 - Traffic counts (if available)
- 1.6 **Site Investigation** – Consultant will visit the site and gather data about the site and area to understand surrounding context, including significant site features and the local character of the area that may influence opportunities and constraints relative to design concepts, including previous studies and jurisdictional codes. Consultant shall prepare an opportunities and constraints diagram to share observations to stakeholders during Vision Workshop.
- 1.7 **Client Kick-off Meeting** – Consultant will meet with the Client to kick-off the Project and to develop a shared vision for the Project (via TEAMS/ virtual meeting). The meeting will help define the preliminary development program and the clients' DREAM in preparation for Vision Workshop. The agenda for the meeting may include:
 - Client objectives
 - Project issues
 - Preliminary program elements
 - Budget considerations
 - Project requirements
 - Team member responsibilities
 - Schedule
 - Invoicing and other administrative procedures
- 1.8 **Vision Workshop** – Consultant will host a 2-day workshop in Melbourne Beach to establish the Client's vision and program for the project and to develop conceptual vision plan options. The design team will work together to establish a unique character and discuss big picture ideas. The Client will invite all participants, including key stakeholders that will participate in this collaborative process.
 - Vision Workshop Preparation:
 - Prepare workshop agenda.
 - Prepare base information.
 - Include Opportunities and Constraints diagram.
 - Prepare interactive stakeholder exercises.
 - Refine program requirements.
 - Collect comparable images and review project precedents to share during vision workshop.
 - Client should also collect images and refine the desired program in advance of the workshop.
 - Vision Workshop Participation:
 - Participate in planning, image and visioning exercises with the Client and invited participants.
 - Prepare conceptual plans and character sketches to illustrate options and typical design details that express and celebrate the Client's vision, including plan layout and cross section options for corridor.
 - Present workshop materials to the Client and workshop participants to gather feedback at the close of the Vision Workshop.
- 1.9 **Client Review** – Following the Vision Plan workshop, the Consultant will prepare a Workshop Summary document. Client will review the Workshop Summary document and provide a consolidated set of written review comments, including requested changes to the development program and feedback on the Workshop. The Client will provide these comments to the Consultant to incorporate into the Vision Plan Document.
- 1.10 **Vision Plan Document** – The Consultant will compile the sketch Vision Plan, design sketches and comparable images into a draft Vision Plan Document and present the draft document to the Client. The Vision Plan document will include:
 - Scans of sketches and notes produced during the Vision Workshop.
 - Refined sketches of typical details decided upon during the Workshop.
 - Comparable images selected during the Workshop.
 - Mark-ups and refinements of the Vision Plan in collaboration with the Design Team.

- Recommended next steps/ implementation plan.

1.1.1 Client Review – The Client will review the draft Vision Plan Document and will provide a consolidated set of written review comments to the Consultant. Consultant will incorporate minor comments into a final Vision Plan Document; major revisions will be provided as an Additional Service. The Client shall approve the Vision Plan Document prior to the Consultant proceeding with Conceptual Design in the next phase of work.

Meetings – A summary of meetings Consultant will attend includes the following (all meetings are assumed to be via videoconference unless otherwise noted):

- *One (1) Site Visit and Kick off Meeting (1 day)*
- *Vision workshop (2 days)*
- *One (1) Presentation of Vision Plan Document (1 day)*
- *One (1) Client meeting to review written comments (2 hours/ Virtual)*

Deliverables:

- *Workshop Summary document in digital PDF format*
- *Draft Vision Plan in digital PDF format*
- *Final Vision Plan document in digital PDF format*

ADDITIONAL SERVICES

Consultant will provide Additional Services as mutually agreed between Consultant and the Client. An equitable adjustment to Consultant's compensation and time for performance will be made through an amendment to the Agreement for any Additional Services. Additional Services may include, but are not limited to:

- Meetings and Presentations not specifically outlined in the Scope of Services
- Attendance at regular Client meetings or conference calls
- Additional work required due to inaccurate information provided by the Client or the design team.
- Revisions to previously-approved plans
- Revisions to base/plans that result from changes by others (Client, Contractor, Architect, Engineers, Permitting Authorities)
- Property Services, including but not limited to: determining zoning, applying for rezoning, variances, and/or subdivision of property

PROJECT SCHEDULE

Dix Hite is prepared to begin work on the Project immediately upon receipt of the executed Agreement. Consultant, in consultation with the Client, shall perform its work in such a manner as to comply with a mutually agreed schedule.

COMPENSATION

Consultant will provide the Scope of Services for the fees outlined below. Reimbursable expenses shall be billed in addition to the fee, at cost plus 10%. If subconsultant services are required, they shall be billed at cost plus 10%.

Task	Fee
Dream / Discover / Design	\$60,000 Lump Sum Fee

Direct expenses will be billed in addition to the fees listed above, at cost plus a 10% administration fee. Direct expense may include, but are not limited to, costs associated with travel, printing and reprographics.

HOURLY LABOR RATES

Any hourly fees will be billed using the rates shown below. If additional services are authorized during the performance of a contract, compensation will be based on the Schedule of Fees in effect at the time the services are authorized. Billing rates are adjusted each year to reflect updated labor cost categories. Labor rates for work authorized in subsequent calendar years may be billed using current rates for that year. Rates for expert testimony, litigation support, personal service contracts, and depositions/court appearances are subject to an additional premium.

Principal III	\$230
Principal II	\$215
Principal I	\$200
Landscape Architect IV	\$200
Landscape Architect III	\$180
Landscape Architect II	\$160
Landscape Architect I	\$140
Designer IV	\$140
Designer III	\$130
Designer II	\$120
Designer I	\$110
Technical	\$80
Administration	\$80

PROFESSIONAL SERVICES AGREEMENT

December 21, 2021

Kittelson & Associates, Inc.
225 East Robinson Street, Suite 355
Orlando, FL 32801
407.540.0555 (P)
407.540.0550 (F)

Dix.Hite + Partners, Inc. with an office at 150 W. Jessup Avenue, Longwood FL 32750 (the "CLIENT") hereby enters into this Professional Services Agreement (this "Agreement") with KITTELSON & ASSOCIATES, INC. to perform the services as described in this Agreement's Part "A" - Scope of Work (the "Services") for the Town of Melbourne Vision Plan (the "Project"), subject to all of the provisions described in Part "B" Terms and Conditions.

PART A - SCOPE OF WORK

To enhance the character and function of the corridor, Kittelson & Associates, Inc. (KAI) will examine street, pedestrian, and bicycle connectivity, on-street parking options, lighting, intersection alternatives, pedestrian crossings, regulatory signage recommendations, stormwater treatment options, and urban design opportunities. In concert with the Client's scope of work (tasks are listed as in the Client's scope of work) provided to the Town of Melbourne Beach, KAI will lead and/or assist with the following portions of the Client's scope of work:

Task 1.5 – Project Coordination

- In addition to the specific services detailed below (the "Services"), KAI will coordinate our work with the Client's representative and the Client's Project Team, monitor the Project schedule as it relates to the scope contained herein, and provide timely invoicing and reporting of Project progress.

Task 1.7 – Site Investigation

- Send one (1) staff member to a half-day site visit with the Project Team

Task 1.8 – Client Kick-Off Meeting

- Attend (virtually) one (1) project kick-off call
- Review transportation base mapping and existing conditions
- Prepare and review PowerPoint slides related to transportation elements

Task 1.9 – On-Site Two-Day Vision Workshop

- Vision Workshop Preparation:
 - a. Prepare base information
 - b. Contribute to the Opportunities and Constraints diagram
- Vision Workshop Participation:
 - a. Participate in planning, image, and visioning exercises with the Client and invited participants

- b. Prepare conceptual plans and character sketches to illustrate options and typical design details that express and celebrate the Client's vision, including plan layout and cross section options for corridor
- c. Present workshop materials to the Client and workshop participants to gather feedback at the close of the Vision Workshop

Task 1.11 – Vision Plan Document

- Generate information for 1st draft of final report
- Review and respond to comments for final version

ADDITIONAL TERMS AND CONDITIONS
Melbourne Beach Ocean Avenue Vision Plan
211207
December 22, 2021

The additional terms and conditions contained herein are incorporated into the Agreement for Professional Services ("Agreement") between the Town of Melbourne Beach (Client) and Dix.Hite + Partners, Inc. (Consultant).

1. **Client's Responsibilities:** Client agrees to provide Consultant with all information, surveys, reports, tests, and professional recommendations and any other related items requested by Consultant to provide its professional services. Consultant shall be entitled to rely on the accuracy and completeness of these items in performing its work and shall not be responsible for calculations, specifications or designs based on erroneous, inaccurate or incomplete information provided by Client. Unless such professionals are listed herein as part of the Consultants project team, Client shall furnish, at a minimum, the services of the following consultants, as such services may be necessary for the proper execution of this project: civil engineer; geotechnical engineer; surveyor; structural engineer; architect, and environmental engineer. Client agrees to advise Consultant of any known or suspected contaminants at the Project and Consultant shall not have any responsibility for the discovery, presence, handling, removal or disposal of, or exposure to, hazardous materials or toxic substances in any form at the Project. Consultant shall not be responsible for all surface and subsurface soil conditions. Client will apply and pay for (directly to the appropriate agency at the required time) all necessary permits from authorities with jurisdiction over the Project. Client agrees to provide the items described in this paragraph and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Consultant's services.
2. **Use and Ownership of Consultant's Documents:** Upon the parties signing this Agreement, Consultant grants Client a nonexclusive license to use the drawings, specifications, renderings, conceptual plans, blueprints and other documents prepared by Consultant for Client ("Documents"), if Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Consultant, including the Documents, are the property of, and shall remain the exclusive property of, Consultant and shall retain all common law, statutory and other reserved rights, including copyrights. The Consultant warrants that in transmitting Instruments of Service, it is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. Originals shall remain with Consultant with Client retaining a duplicate set. Client has the right to reproduce drawings or reasonable facsimiles, artist renditions or the like of said documents for marketing purposes with Consultant's prior written permission and on the condition that said documents reflect Consultant's brand. These documents shall not be reused on other projects by Client or sold or assigned to third parties without Consultant's prior written permission, which may be withheld in its sole discretion. In the event the Client uses the Instruments of Service without retaining Consultant, the Client releases Consultant from all claims and causes of action arising from such uses. Client, to the extent permitted by law, further agrees to indemnify and hold harmless Consultant from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Client's use of the Instruments of Service under this Section.
3. **Intellectual Property.** Except for rights expressly granted under this agreement, nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party, and each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement
4. **Billing and Payment:**
 - (a) Invoices may be sent to Client in either electronic or paper format. Client shall select a preferred format and enter the required information. If an option is not selected, billing shall be in paper format mailed to the Client at the address indicated in this Agreement.
 - ☐ Electronic – email address (e.g. *name@company.com*): _____
 - ☐ Paper – name & address (if different from Agreement name and address): _____
 - (b) Payment of Consultant's invoices is due within thirty (30) days of receipt of invoice.
 - (c) Balances unpaid after ninety (90) days shall accrue compounded interest at the rate of 1.5% per month until paid in full.
 - (d) If Client objects to any portion of an invoice, Client shall notify Consultant in writing of the reason for any disputed portion, within 15 calendar days of the invoice date; otherwise any objection shall be deemed waived and the invoice shall be considered accurate and correct.
 - (e) Payment shall be to: Dix.Hite + Partners, Inc.

- If paid by manual check, mail to: 150 West Jessup Avenue, Longwood, Florida 32750
- If paid by Electronic Funds Transfer (EFT): First Colony Bank, Maitland, Florida; ABA Routing Number: 063116504; Account Number: 1174124698

5. **Changed Conditions:** Consultant reserves the right to renegotiate the fee if the work deviates from the Scope of Services defined in the Agreement.
6. **Site Observation:** The Client recognizes that site observation/review is a vital element of Consultant's service and includes design and drawing modifications based on changing site conditions during construction. Should the Client, for any reason, including non-payment, not retain Consultant to review the site, or should the Client restrict Consultant from reviewing the site during the period of construction, the Client waives any claim or liability for injury or loss related to the Project that allegedly result from findings, conclusions, recommendations, plans or specifications developed by Consultant. The Client also agrees to compensate Consultant for time and expenses incurred in the defense of any such claim. The site visits performed by Consultant in no way constitute a guarantee that construction deficiencies may not exist or occur.
7. **Termination:** Either Client or Consultant may terminate this Agreement upon seven (7) days' written notice to the other party. If terminated, Client agrees to pay Consultant for all Basic and Additional Services rendered and Reimbursable and Direct Expenses (as such terms are defined herein) incurred up to the date of termination. Upon not less than seven (7) days' written notice, Consultant may suspend the performance of its services if Client fails to pay Consultant in full for services rendered or expenses incurred. Consultant shall have no liability because of such suspension of services or termination due to Client's nonpayment. If the Project is suspended or put on hold for any reason, including but not limited to nonpayment, for more than 90 days Consultant shall be entitled to a remobilization fee which shall be determined prior to re-initiating the project.
8. **Miscellaneous Provisions:**
 - (a) This Agreement is governed by the laws of the State of Florida without regard to the principles of conflicts of laws. Any cause of action under this Agreement shall be adjudicated in the appropriate court located in the County and State where the Project is located.
 - (b) This Agreement is the entire and integrated agreement between Client and Consultant and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both parties.
 - (c) If any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
 - (d) Neither Client nor Consultant shall assign this Agreement without the prior written consent of the other.
 - (e) Irrespective of any other term in this Agreement, Consultant shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures for the Project; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Consultant's Documents.
 - (f) Client agrees to indemnify, defend and hold harmless Consultant, and its officers, employees, agents and representatives from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that Consultant shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Consultant's negligent acts, errors or omissions. The provisions of this paragraph shall survive the expiration/termination of this Agreement.
 - (g) Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to all costs and attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.
 - (h) Client and Consultant waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement, including but not limited to any claim related to Project delays. Consultant's waiver of consequential damages is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against Consultant for claims, disputes or other matters in question arising out of or relating to the Project.

- (i) Pursuant to Section 558.0035 Florida Statutes, Dix.Hite + Partners, Inc. is the responsible party for the professional services it agrees to provide under this contract. Pursuant to Section 558.0035, FL Stat, Consultant and Owner agree that no individual, professional, employee, agent, director, officer or principal may be held individually liable for negligence arising out of, or related to, this contract.
- (j) To the extent damages are covered by property insurance during construction, Client and Consultant waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or Consultant, as appropriate, shall require of the contractors, consultants, agents (and their employees) similar waivers in favor of the other parties described in this paragraph.
- (k) Client acknowledges and agrees that proper Project maintenance is required throughout the Project including during construction and continuing indefinitely after construction is substantially complete. A lack of or improper maintenance may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Consultant is not responsible for the results of any lack of or improper maintenance. This indemnification includes damage to public and/or private property. Maintenance of the premises shall be the sole responsibility of the Owner or its agents.
- (l) Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
- (m) It is the express intention of the parties that Consultant is an independent contractor and not an employee, agent, joint venture or partner of Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes.
- (n) It is the intention of the parties hereto that no person or entity other than a party hereto shall be entitled to bring any action to enforce any provision of this Agreement against the other party hereto, and that the covenants, undertakings, and agreements set forth in this Agreement shall, unless provided otherwise, be solely for the benefit of, and shall be enforceable only by the parties hereto and their respective successors and permitted assigns.
- (o) In no event shall the total liability of Consultant for any damages, losses, claims and/or causes of actions arising from the terms of this Agreement and the work provided hereunder exceed, in the aggregate, exceed \$50,000 or the total contract fee paid to Consultant under this Agreement, whichever is greater.
- (p) Consultant shall be relieved of its obligations under this Agreement in the event and to the extent that performance hereunder is delayed or prevented by any cause beyond its control and not caused by the Consultant, including, without limitation, Acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or the recovery from such cause ("Force Majeure"). The Consultant agrees to make all reasonable efforts to mitigate the delays and damages of Force Majeure.
- (q) The Consultant shall secure and maintain during the life of this Agreement General Liability, Professional Liability and Workers Compensation Insurance. Client shall be named as additional insured under the Commercial General Liability policy, if requested by Client. Consultant shall furnish Client with copies of certificates of insurance upon request.
- (r) Any notice required to be given under this Agreement shall be deemed sufficient, if given in writing and delivered to the following:

CLIENT:

Contact Name

Company Name

Address, City, State, Zip Code

CONSULTANT:

Gail O'Connor

Dix.Hite + Partners, Inc.

150 West Jessup Avenue, Longwood, FL 32750

IN WITNESS THEREOF, the parties hereto have executed or approved this Agreement on the dates below their signatures. If this Agreement is not signed and returned to Dix.Hite within ten (10) business days, the offer to perform the described services may, in Dix.Hite's sole discretion, be withdrawn and be null and void.

Town of Melbourne Beach

Dix.Hite + Partners, Inc.

Signature



Chris Hite, FASLA

Printed name and title

President / CEO

Date

December 22, 2021