

**WORK ASSIGNMENT
BETWEEN**

**THE DELRAY BEACH
COMMUNITY REDEVELOPMENT AGENCY**

AND

**THE TAMARA PEACOCK COMPANY ARCHITECTS OF FLORIDA, INC. dba
PEACOCK ARCHITECTS**

This Work Assignment is entered into this 26 day of December, 2024, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, hereinafter referred to as "CRA" and **THE TAMARA PEACOCK COMPANY ARCHITECTS OF FLORIDA, INC. dba PEACOCK ARCHITECTS**, hereinafter referred to as "ARCHITECT".

WITNESSETH:

WHEREAS, the CRA and the ARCHITECT previously entered into an Agreement for Professional Contracting Services dated May 30, 2024, the "Original Agreement"; and

WHEREAS, the CRA and the ARCHITECT are authorized to enter into Work Assignments in order to provide for additional services to be provided by the ARCHITECT for the CRA, pursuant to the Original Agreement; and

WHEREAS, the CRA and the ARCHITECT desire to enter into this Work Assignment in order for the ARCHITECT to provide architectural services pursuant to the Original Agreement related to the property located at 1300 Lake Ida Road, as more particularly described in Exhibit "A," which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the CRA and the ARCHITECT agree as follows:

1. The "WHEREAS" clauses recited above are hereby incorporated herein by reference.
2. The CRA authorizes the ARCHITECT to perform services as provided in Exhibit "A" to this Work Assignment for the following:

ARCHITECTURAL SERVICES FOR 1300 LAKE IDA ROAD

3. The Scope of Services for the Project, as provided in the Original Agreement, is hereby amended in order to authorize the ARCHITECT to provide the

Scope of Services as described in Exhibit "A" to this Work Assignment, which is attached hereto and incorporated herein by reference.

4. The Budget for the Project as stated in the Original Agreement is hereby amended to reflect the additional fees to be paid by the CRA to the ARCHITECT as indicated in Exhibit "A", to this Work Assignment, which is attached hereto and incorporated herein by reference.

5. The Completion Date for the Project as stated in the Original Agreement is hereby amended to provide for the ARCHITECT to complete the Scope of Services described in Exhibit "A" to this Work Assignment, which is attached hereto and incorporated herein by reference, no later than 90 days after the CRA executes a written notice-to-proceed or delivery of a property survey, whichever comes last, with additional extensions subject to written approval by the CRA Executive Director after the CRA executes this Work Assignment.

6. This Work Assignment is approved contingent upon the CRA's acceptance of and satisfaction with the completion of the services rendered in the previous phase or as encompassed in the Original Agreement, as may have been amended by any prior Work Assignments entered into between the CRA and the ARCHITECT. If the CRA, in its sole discretion, is unsatisfied with the services provided in the previous phase, or prior Work Assignment, the CRA may terminate the Original Agreement without incurring any further liability.

7. The ARCHITECT may not commence work on any Work Assignment, including this Work Assignment, approved by the CRA, without a further notice to proceed issued in writing by the CRA Executive Director, or his authorized representative.

8. The Original Agreement, as may have been modified by prior Work Assignments, and except as modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Work Assignment as of the day and year indicated above.

[The remainder of this page intentionally left blank]

CRA:

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY: Renée Jadusingh
Renée Jadusingh, Esq., Executive Director

ATTEST

By: Tracy Waterlander
Print Name: Tracy Waterlander

I HEREBY APPROVE THIS
AGREEMENT AS TO FORM:

K. J. Hooley
Legal Counsel

ARCHITECT:

THE TAMARA PEACOCK COMPANY
ARCHITECTS OF FLORIDA, INC. dba
PEACOCK ARCHITECTS

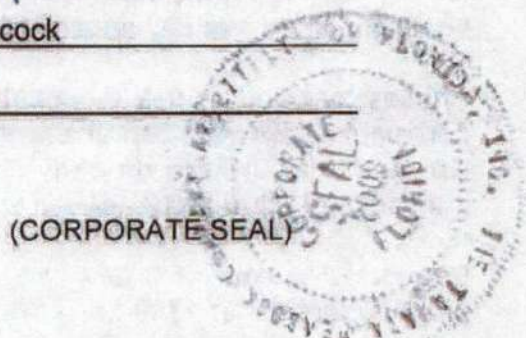
BY: Tamara Peacock

Tamara Peacock
Print Name:
President
Title:

Attest:

Cristin Peacock

Cristin Peacock
Print Name



STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me on this 20 day of December, 2024, by Tamara Peacock as President (name of officer or agent, title of officer or agent) of **THE TAMARA PEACOCK COMPANY ARCHITECTS OF FLORIDA, INC. dba PEACOCK ARCHITECTS**, a Florida for profit corporation, on behalf of the corporation, and that the corporate seal affixed thereto is the true corporate seal of said corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the County and State last aforesaid this 20 day of December, 2024.

Jessica Rogers
NOTARY PUBLIC
Jessica Rogers

PRINT NAME
My Commission Expires: August 13, 2027



EXHIBIT "A"

ARCHITECTURAL SERVICES FOR 1300 LAKE IDA ROAD

I. PROJECT DESCRIPTION

The CRA is requesting architectural services for the property located at 1300 Lake Ida Road related to a site plan modification application.

II. BASIC SCOPE OF SERVICES

The Architect will provide a site plan and floor plan to assist the CRA with responding to the outstanding comments from the site plan modification application. The comments are as follows:

- 1) Floor plan of the church showing their updated (reduced) seating.
- 2) Site plan providing open space calculations and labeling all ADA parking spaces.

The site plan will be created utilizing the survey provided by the CRA, taking into consideration the site plan modification. This will include the open space calculations and ADA parking stall calculations. A floor plan will be generated based on the CRA provided as-built documents showing the previously existing seating within the property located at 1300 Lake Ida Road and another plan showing the new updated/reduced seating plan. These documents will be submitted with responses to the comments.

Phases included in this proposal are pre-design only to respond to the outstanding comments from the City of Delray Beach. Architect is also including a line item for services to be utilized on an hourly basis to assist with any additional comments that may arise or other tasks needed to complete the application process.

Peacock Architects will take the CRA provided survey and floor plan of the existing property located at 1300 Lake Ida Road and input the information into the computer to generate a site plan and floor plan to address the outstanding comments with the City of Delray Beach. Additionally, Peacock will provide services on an hourly basis to assist the CRA with any additional comments generated by the City of Delray Beach or to complete any additional tasks needed for the site plan modification.

III. TIME OF PERFORMANCE

The completion dates for the work will be as follows: 90 calendar days from written notice-to-proceed or delivery of recent property survey, whichever comes last.

IV. COMPENSATION

Proposed fee for the Basic Scope of Work noted herein, with no additional services for additional comments, will not exceed the total amount of **Seven Thousand Dollars (\$7,000.00)**.

ARCHITECT Proposal is included within Exhibit A for reference.



1512 E Broward Blvd, Suite 102
Fort Lauderdale, FL 33301
954 728 7000
www.peacockarchitect.com

Wednesday, November 27, 2024

Mackenzie Weber

Delray Beach Community Redevelopment Agency
20 North Swinton Avenue
Delray Beach, FL 33444
Email: weberm@mydelraybeach.com
Phone: (561) 276-8640

**RE: 1300 Lake Ida Road, Delray Beach, FL, 33344
Professional Services – Site Plan Submission Documents
CRA No. 2023-05**

Dear Ms. Mackenzie Weber:

The Tamara Peacock Company Architect is pleased to submit this Letter of Agreement for professional architectural services on the above referenced project as described under Basic Services below.

BASIC SERVICES:

Disciplines include Professional services in this proposal are for architectural only to provide the supporting architectural plans to respond to the recent comments received from the City of Delray Beach for the site plan modification application.

Summary Work

Peacock Architects will provide a site plan and floor plan to assist the CRA with responding to the outstanding comments from the site plan modification application. The comments are as follows:

- 1) Floor plan of the church showing their updated (reduced) seating.
- 2) Site plan providing open space calculations and labeling all ADA parking spaces.

The site plan will be created utilizing the survey provided by the owner, taking into consideration the site plan modification. This will include the open space calculations and ADA parking stall calculations. A floor plan will be generated based on the Owner provided as-built documents showing the previously existing seating within the church and another plan showing the new updated/reduced seating plan. These documents will be submitted with responses to the comments.

Phases included in this proposal are pre-design only to respond to the outstanding comments from the City of Delray Beach. Peacock is also including a line item for services to be utilized on an hourly basis to assist with any additional comments that may arise or other tasks needed to complete the application process.



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TASKS:

Pre-Design: Site Plan Submission

Peacock Architects will take the Owner provided survey and floor plan of the existing church and input the information into the computer to generate a site plan and floor plan to address the outstanding comments with the City of Delray Beach. Additionally, Peacock will provide services on an hourly basis to assist the CRA with any additional comments generated by the City of Delray Beach or to complete any additional tasks needed for the site plan modification.

FEES:

Our fee for services above shall be Stipulated Sums and broken down as follows:

Pre-Design Site Plan Submission	\$ 7,000.00
Additional Tasks	HOURLY
TOTAL FEE	\$ 7,000.00

STANDARD TERMS AND CONDITIONS

Additional Services

Changes to the working drawings requested by the owner, after the 100% submittal of the architectural drawings or major changes created during the working drawings phase are considered as additional services requested and will be invoiced at hourly rates.

Some of the services not included as Basic Services (some may be provided as Additional Services):

1. Any Services, Disciplines (such as Interior Designer) or phases not specifically listed.
2. Destruction/Non-Destructive Testing
3. Changes to approved drawings.
4. Model or 3D Renderings.
5. Acquisition of existing facility or site information such as 'as built' drawings, surveys and geotechnical reports, environmental analysis, private development or improvement standards, deed or lease restrictions, etc.
6. Improvement or modifications to the land, buildings or other physical components outside the specified project.
7. Engineering (including any fire alarm/sprinkler requiring an engineer), material testing and analysis, acoustic engineer consultant, water-proofing consultant, parking design consultant if needed.
8. Specialty contractor shop drawings preparation (i.e. tilt-wall panels, fire sprinklers, alarm systems, security monitoring systems, phone systems, cabinetry, special storage systems, glass/glazing systems, etc.)
9. Shop drawing type detailing.
10. Shopping for or specifying interior finishes, appliances, owner's equipment, etc.
11. Value engineering.
12. Building Permit processing or expediting.
13. Acquisition of product approvals or similar information that governing agencies might require from material manufacturers.
14. Permitting or application fees at all local governmental agencies at the County and City levels.
15. Construction Administration phase to be billed hourly as needed.



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ADDITIONAL SERVICE RATES

Additional Services shall be billed in accordance with the Professional Fee Schedule, Exhibit A, of the contract. Additional services shall be performed only with the request and authorization of the client for these services.

REIMBURSABLE EXPENSES

Reimbursable expenses shall be paid in accordance with the attached Reimbursable Fee Schedule, January 1st of 2007. The consultant shall be reimbursed for all printing, plotting, duplicating, courier and travel expenses pertaining to the production of these documents.

PAYMENTS

Invoices from the architect, based on the services rendered, will be prepared in accordance with the Architect's billing cycle. Payment from the client is due upon presentation of the invoice. Payments to be made in accordance with the master services agreement between Peacock Architect & the Delray Beach Community Redevelopment Agency.

OWNERSHIP OF DRAWINGS

Drawings are instruments of the Architect's services and shall bear the Architect's copyright notice. The client shall always be entitled to these documents without restriction in whatever format it requires as "service for hire" as it relates to use on this project. The Architect, whether the project is executed or not, may keep, store or retain these same documents without restriction as the Architect's intellectual property, forever. The Architect shall never unreasonably withhold these documents from the client. The Client may also retain hardcopies of all drawings for its information and records (in any format), as well and agrees not to release AutoCAD/Revit information to other parties outside of this project. The Architect agrees not to unreasonably withhold release right to the client. Any drawings provided by the Client to the architect remain the client's property and shall never be withheld from the client.

OTHER PROVISIONS

The Client and the Architect bind themselves, their partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Client nor the Architect shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

Again, we appreciate this opportunity. If you have any comments or concerns, please do not hesitate to contact us.

Sincerely,

Tamara Peacock, President
Tamara Peacock Company, Architect

ACCEPTANCE of PROPOSAL

By:

Date:





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Professional Fee Schedule Effective January 1, 2022

<u>SERVICE PROVIDED</u>	<u>HOURLY RATE</u>
Principal	\$250.00
Principal Associate	\$220.00
Project Architect	\$200.00
Senior Project Manager	\$190.00
Project Manager	\$175.00
Architectural Designer	\$150.00
Bookkeeper	\$85.00
Administrative Assistant	\$85.00
Marketing Coordinator	\$85.00



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Reimbursable Fee Schedule Effective January 1, 2007

DESCRIPTION	AMOUNT	
8 1/2" x 11" Facsimiles	\$	2.00 ea.
8 1/2" x 11" Copies	\$.10 ea.
8 1/2" x 11" Color Copies	\$	2.00 ea.
8 1/2" x 14" Copies	\$.15 ea.
 <u>Reproductions</u>		
11" x 17" Blackline Print	\$	2.00 ea.
24" x 36" Sepia	\$	8.00 ea.
24" x 36" Mylar	\$	15.00 ea.
24" x 36" Blackline Print	\$	3.00 ea.
 <u>Color Prints Unmounted</u>		
	Color	Glossy Color
8 1/2" x 11"	\$ 2.00 ea.	\$ 5.00 ea.
8 1/2" x 14"	\$ 4.00 ea.	\$ 10.00 ea.
11" x 17"	\$ 4.00 ea.	\$ 10.00 ea.
18" x 24"	\$ 5.00 ea.	\$ 15.00 ea.
24" X 36"	\$ 5.00 ea.	\$ 15.00 ea.
 <u>Mounted Boards</u>		
	Color	Black & White
11" x 17" Color Boards	\$ 20.00 ea.	\$ 15.00 ea.
11" x 17" Glossy Color Boards	\$ 25.00 ea.	\$ 20.00 ea.
24" x 36" Color Boards	\$ 40.00 ea.	\$ 30.00 ea.
24" x 36" Glossy Color Boards	\$ 50.00 ea.	\$ 35.00 ea.
30" x 40" Color Boards	\$ 40.00 ea.	\$ 30.00 ea.
30" x 40" Glossy Color Boards	\$ 50.00 ea.	\$ 35.00 ea.
40" x 60" Color Boards	\$ 50.00 ea.	\$ 35.00 ea.
40" x 60" Glossy Color Boards	\$ 60.00 ea.	\$ 45.00 ea.

* it is customary to add an administrative fee of 10% for all outside reimbursables

Project Name

DELRAY BEACH CRA - HISTORIC OFFICE BUILDING RENOVATIONS

Design Firm's Company Name

PEACOCK ARCHITECTS

Fee Breakdown For Basic Design Professional Services

Staff Classification	Hourly Rate (\$)	Site Plan Submission Documents					
		Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)
Architect							
Principal	\$ 250.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Principal Associate	\$ 220.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Project Architect	\$ 200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Senior Project Manager	\$ 190.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Project Manager	\$ 175.00	10.00	\$ 1,750.00	0.00	\$ -	0.00	\$ -
Architectural Designer	\$ 150.00	35.00	\$ 5,250.00	0.00	\$ -	0.00	\$ -
Administrative Assistant	\$ 85.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
Total Hours & Fee (Per Phase)		45.00	\$ 7,000.00	0.00	\$ -	0.00	\$ -
Percentage of Basic Fee (Per Phase)			100.00%		0.00%		0.00%
Total Design Fee				\$			7,000.00

Total Fee For Basic Design Professional Services	\$ 7,000.00
Total Hours For Basic Design Professional Services	45.00
Allowances	
Reproduction Expenses	\$ -
Allowances Sub-Total:	\$ -
Additional Services	
Additional Services	\$ -
Additional Services Sub-Total:	\$ -
Grand Total Fee (Including Allowances + Additional)	\$ 7,000.00