

**WORK ASSIGNMENT BETWEEN
THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
CPZ ARCHITECTS, INC.**

This Consulting Work Assignment is entered into this 1 day of April, 2021, by and between the DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, hereinafter referred to as "CRA" and CPZ ARCHITECTS, INC., hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the CRA and the CONSULTANT previously entered into an Agreement for General Consulting Service dated October 1, 2018, (the "Original Agreement"); and

WHEREAS, the CRA and the CONSULTANT are authorized to enter into Work Assignments for services to be provided by the CONSULTANT for the CRA, pursuant to the Original Agreement; and

WHEREAS, the CRA and the CONSULTANT desire to enter into this Work Assignment in order for the CONSULTANT to provide services pursuant to the Original Agreement, except as modified herein.

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

1. The "WHEREAS" clauses recited above are hereby incorporated herein by reference.

2. The CRA authorizes the CONSULTANT to perform services as provided in this Work Assignment for the following CRA Project:

CONCEPTUAL DESIGN OF NEW LIVABLE ENVIRONMENT FOR THE 800 BLOCK OF ATLANTIC AVENUE USING SHIPPING CONTAINERS

3. The Scope of Services for the Project is described on Exhibit "A", to this Work Assignment, which is attached hereto and incorporated herein by reference.

4. The Budget for the Project as indicated on Exhibit "A" to this Work Assignment, which is attached hereto and incorporated herein by reference, is hourly based not to exceed the total budget of Fifteen Thousand and 00/100 (\$15,000.00) Dollars.

5. The Completion Date for the Project for the CONSULTANT 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 four (4) months from the time a

notice to proceed is received by Consultant.

6. This Work Assignment may be amended, subject to the execution of a written amendment to this Agreement by the CRA's Executive Director. The CRA Board of Commissioners authorizes the Executive Director to execute such an amendment without further CRA Board action.

7. This Work Assignment is approved contingent upon the CRA's acceptance of and satisfaction with the completion of the services rendered in a 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 CONSULTANT. If the CRA, in its sole discretion, is unsatisfied with the services provided in a previous phase, or prior Work Assignment, the CRA may terminate the Original Agreement and accordingly, this Work Assignment, without incurring any further liability.

8. The CONSULTANT 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 her authorized representative.

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

[SPACE LEFT INTENTIONALLY BLANK]

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

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY: Shirley E. Johnson
Shirley E. Johnson, Chair

ATTEST:

By: Renée A. Jadusingh
Renée A. Jadusingh, Esq.
Executive Director

APPROVED AS TO FORM:

CRA Legal Advisor

ATTEST:

By: Kim Zimmerman

CPZ ARCHITECTS, INC., a Florida corporation

By: CHRIS P. Zimmerman

Print Name: Kim Zimmerman Title: PRESIDENT

STATE OF FLORIDA)
)ss:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 8 day of APRIL, 2021, by CHRIS P. ZIMMERMAN as PRESIDENT (name of officer or agent, title of officer or agent), of CPZ Architects, Inc., a Florida corporation. He/She is personally known to me or has produced _____ (type of identification) as identification



JAYSON HALL
Commission # GG 977958
Expires April 12, 2024
Bonded Thru Budget Notary Services

Jayson Hall
Signature

Jayson Hall
Name and Title

GG 977958
Commission Number

EXHIBIT 'A'

PROJECT: CONCEPTUAL DESIGN OF NEW LIVABLE ENVIRONMENT FOR THE 800 BLOCK OF ATLANTIC AVENUE USING SHIPPING CONTAINERS

SCOPE:

Consultant will provide design services for the conceptual design of a new livable environment on the NW 800 block of West Atlantic Boulevard using shipping containers. Consultant will also provide the following services:

1. Site visit to review the existing conditions and meet with the CRA Staff.
2. Review the existing site conditions, zoning codes and building codes that would govern this project. Review CRA Redevelopment Plan and City West Atlantic Master Plan.
3. The scope includes utilizing shipping containers as a basis of design. Consultant will review various manufacturers and vendors that can supply these types of buildings.
4. The shipping containers will be used to provide restaurant, retail, and other types of uses.
5. The park should include various amenities such as a playground, covered seating, etc.
6. The CRA provided a sample park that they liked called Boxi Park,
https://tavistockrestaurantcollection.com/tavistock360/sub_locations/boxi_output/index.html.
7. All conceptual site plans will be based on the most recently available aerial image of the site. The CRA will obtain the surveys; however, in the meantime Consultant will start the design.
8. Prepare three conceptual site plan sketches and review with the CRA Staff. These will be rough sketches and ideas to receive input, additional thoughts, and ideas. The concepts will have selected images from other projects to reflect the ideas for the project.
9. Revise the sketches into three conceptual ideas based on input received.
10. Prepare three final design colored site plans for use in presenting to others.
11. Attend a maximum of three (3) CRA Board meetings.

COMPENSATION:

1. Compensation for architectural services shall be on a stipulated basis and in accordance with Consultant's continuing services contract, as follows:
 - a. Hourly based not to exceed \$15,000.
 - b. Renderings will be additional if required or if there are hours remaining.
2. Reimbursable Expenses
 - a. Reproductions and prints.
 - b. Fees paid to municipalities.
3. Compensation for additional architectural/engineering Services not included in above, shall be computed on a per hour basis as follows:
 - a. Project Principal \$175
 - b. Architect \$160
 - c. Project Manager \$150
 - d. Architectural Associate \$110
 - e. Administrative Support \$95
 - f. Additional consultants (Civil, Landscape, Structural, Mechanical, Electrical Engineers, etc.) to be reimbursed at cost billed to Consultant

EXCLUSIONS:

The following items are excluded from this proposal:

1. Construction Drawings
2. Renderings – Can be provided is required.
3. Survey – To be provided by the CRA, if needed
4. Structural Engineering
5. Civil & Landscape Engineering
6. Full DRC/Site Plan Approval process.
7. Architectural review committee approval process.
8. Presentation to the City Commission and Community Organizations.
9. Environmental Services

**FIRST AMENDMENT TO THE WORK ASSIGNMENT BETWEEN
THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
AND CPZ ARCHITECTS, INC.**

THIS FIRST AMENDMENT TO THE WORK ASSIGNMENT ("Amendment") is made and entered into this 1 day of Sept, 2021, by and between the DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, (hereinafter referred to as "CRA") and CPZ ARCHITECTS, INC., (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, the CRA and the CONSULTANT previously entered into an Agreement for General Consulting Service dated October 1, 2018, (the "Original Agreement"); and

WHEREAS, the CRA and the CONSULTANT entered into a Work Assignment, on April 1, 2021, to provide consulting services pursuant to the Original Agreement for the CRA Project, Conceptual Design of New Livable Environment for the 800 Block of Atlantic Avenue Using Shipping Containers ("Project");

WHEREAS, the CRA and the CONSULTANT desire to enter into this First Amendment to revise the Scope of Services for the Project as described in Exhibit "A," which is attached hereto and incorporated herein by reference, and to extend the Termination Date to December 31, 2021; and

WHEREAS, the CRA Executive Director has been authorized by the CRA Board to execute amendments to the Work Assignment.

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

1. That the "WHEREAS" clauses recited above are hereby incorporated herein by reference.
2. That the CRA and the CONSULTANT agree to amend the Work Assignment to revise the Scope of Services as described in Exhibit "A", which is attached hereto and incorporated herein by reference.
3. That the CRA and the CONSULTANT agree to hereby amend the Work Assignment to extend the Termination Date to December 31, 2021.
4. That except as amended herein, the CRA and CONSULTANT ratify, approve, and reaffirm the terms of the Original Agreement and the Work Assignment, and the Original Agreement and Work Assignment shall remain in full force and effect, except as amended herein.
5. In the event of any conflict or ambiguity by and between the terms and

provisions of the Original Agreement, the Work Assignment, and this First Amendment, this First Amendment shall control to the extent of any such conflict or ambiguity.

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

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY: _____

Renée A. Jadusingh, Executive Director

ATTEST:

By: _____

Name: Tracy Lynn Waterlander
Title: Executive Coordinator

APPROVED AS TO FORM:

CRA Legal Advisor

ATTEST:

By: _____

Print Name: _____

CPZ ARCHITECTS, INC., a Florida corporation

By: _____

CHRIS P. ZIMMERMAN

Title: _____

PRESIDENT

STATE OF FLORIDA)

)ss: _____

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30 day of August, 2021, by Chris P. Zimmerman, as President (name of officer or agent, title of officer or agent), of CPZ Architects, Inc., a Florida corporation. He/She is personally known to me or has produced _____ (type of identification) as identification



GRETER P. PEREZ
Commission # HH 092899
Expires February 26, 2025
Bonded Thru Budget Notary Services

Signature _____

Greter Perez, Office Manager

Name and Title

HH 092899

Commission Number

EXHIBIT "A"

PROJECT: CONCEPTUAL DESIGN OF NEW LIVABLE ENVIRONMENT FOR THE 800 BLOCK OF ATLANTIC AVENUE USING SHIPPING CONTAINERS

SCOPE:

Consultant will provide design services for the conceptual design of a new livable environment on the NW 800 block of West Atlantic Avenue using shipping containers. Consultant will also provide the following services:

1. Complete review of the existing site conditions, zoning codes and building codes that would govern this project and provide written summary.
2. Provide high level cost estimates, Retail vs Restaurant including site preparation costs.
3. Community meetings to obtain public input about the project: two (2) tentatively set for September 13-17, 2021; September 20-24, 202: (1) during afternoon and (1) in evening.
4. Develop three (3) ground level renderings that show different angles using one existing similar park as a basis of design (i.e. Tampa, Orlando, or Miami's container developments) and plugging the similar park into existing site conditions photograph (i.e. real life conditions) for the purpose of providing the scale of a park at the site.
5. No additional sketch alternatives are requested at this time.

COMPENSATION:

1. Compensation for architectural services shall be on a stipulated basis and in accordance with Consultant's continuing services contract, as follows:
 - a. Hourly based not to exceed \$17,500.00
2. Reimbursable Expenses
 - a. Reproductions and prints.
 - b. Fees paid to municipalities.
3. Compensation for additional architectural/engineering Services not included in above, shall be computed on a per hour basis as follows:
 - a. Project Principal \$175
 - b. Architect \$160
 - c. Project Manager \$150
 - d. Architectural Associate \$110
 - e. Administrative Support \$95
 - f. Additional consultants (Civil, Landscape, Structural, Mechanical, Electrical Engineers, etc.) to be reimbursed at cost billed to Consultant

EXCLUSIONS:

The following items are excluded from this proposal:

1. Construction Drawings
2. Structural Engineering
3. Civil & Landscape Engineering
4. Full DRC/Site Plan Approval process.
5. Architectural review committee approval process.
6. Presentation to the City Commission and Community Organizations.
7. Environmental Services