

**WORK ASSIGNMENT BETWEEN
THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
CURRIE SOWARDS AGUILA ARCHITECTS, INC.**

This Consulting Work Assignment is entered into this _____ day of _____, 2022, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, hereinafter referred to as "CRA" and **CURRIE SOWARDS AGUILA ARCHITECTS, INC.**, a Florida corporation, hereinafter referred to as "ARCHITECT".

W I T N E S S E T H:

WHEREAS, the CRA and the ARCHITECT previously entered into an Agreement for General Consulting Service dated September 11, 2018, (the "Original Agreement"); and

WHEREAS, the CRA and the ARCHITECT previously entered into a First Amendment dated August 18, 2021 to the Original Agreement in order to extend the termination date of the Original Agreement until September 30, 2022; and

WHEREAS, the CRA and the ARCHITECT previously agreed to renew the Original Agreement pursuant to an executed election renewal letter dated September 12, 2022 for an additional year; and

WHEREAS, the CRA and the ARCHITECT are authorized to enter into Work Assignments for 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 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 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 this Work Assignment for the following CRA Project ("Project"):

**COMPREHENSIVE STUDY OF THE CRA OWNED PROPERTIES IN THE
WEST ATLANTIC AVENUE AREA**

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 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 **One Hundred and Twenty Thousand and 00/100 Dollars (\$120,000.00)**.

5. The Completion Date for the Project 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, shall be no later than **September 30, 2023**.

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 ARCHITECT. 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 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 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; SIGNATURE PAGE TO FOLLOW]

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, Chair

ATTEST:

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

APPROVED AS TO FORM:

Kim N. Phan, Esq. CRA Legal Advisor

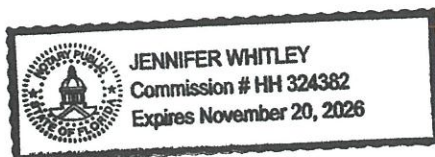
ATTEST: CURRIE SOWARDS AGUILA ARCHITECTS, INC.,
a Florida corporation

By: _____ By: _____
Print Name: Jose Aguilan 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 9th day of November, 2022, by
Jess M. SOWARDS, as _____ (name of officer or agent, title of
officer or agent), of CURRIE SOWARDS AGUILA ARCHITECTS, INC., a Florida
corporation. He/She is personally known to me or has produced
_____ (type of identification) as identification



Signature
Jennifer Whitley, Notary
Name and Title
HH 324382
Commission Number

EXHIBIT "A"
SCOPE OF SERVICES

Services regarding a Comprehensive Study of the CRA-Owned Properties in the West Atlantic Avenue Area (excluding the lots identified in the table below with specific PCN numbers).

Block	PCN #
NW 600 Block	12-43-46-17-01-012-0230
	12-43-46-17-01-012-0220
	12-43-46-16-01-012-0090
	12-43-46-17-01-012-0250
	12-43-46-17-01-012-0240
	12-43-46-17-01-012-0260
	12-43-46-16-01-012-0010
	12-43-46-17-01-012-0190
NW 800 Block	12-43-46-17-22-001-0090
	12-43-46-17-22-001-0080
	12-43-46-17-22-001-0040
	12-43-46-17-22-001-0030
	12-43-46-17-22-001-0060
	12-43-46-17-22-001-0070
	12-43-46-17-22-001-0101
	12-43-46-17-22-002-0140
	12-43-46-17-22-002-0130
	12-43-46-17-22-002-0090
	12-43-46-17-22-002-0080
	12-43-46-17-22-002-0050
	12-43-46-17-22-002-0040
	12-43-46-17-22-002-0010
	12-43-46-17-22-002-0100

I. PROJECT DESCRIPTION

1.1 The CRA has acquired multiple lots in the West Atlantic Avenue Area. The CRA has requested assistance in site evaluations/analysis for many of these sites. Evaluations will include types of uses with the required parking, building setbacks, building heights and number of stories as applicable. The Architect will team with the CRA during the analysis to determine appropriate property development opportunities. Some of the sites will be for single-family and multi-family residential uses, while other sites will be for commercial retail or mixed-use development. The CRA may utilize this site evaluations/analysis for future competitive solicitations. The Architect will also review the existing land development regulations, area plans (i.e. West Atlantic Master Plan, etc.), for any potential revisions to the code that may be beneficial to the area's redevelopment and in accordance with the City of Delray Beach's Comprehensive Plan, Goals and Objectives.



Study Area Map

1.2 If required, additional professionals may be required as the project progresses, and they will be identified as the need arises.

II. SCOPE OF SERVICES

- 2.1 Meet with CRA staff members and other landowners to review vision and ideas for possible review and use.
- 2.2 Gather any available information on the selected sites, prepare base plans. Review codes and Land Development regulations to prepare use analysis.
- 2.3 Develop graphics for review by the Client and provide feedback. If desired by the CRA, prepare information for public presentation.
- 2.4 Attend public presentations and meetings.
- 2.5 Refine graphics, prepare report, and attend final meetings as needed.
- 2.6 Perform any other tasks as required to provide a final direction for adoption by the CRA.
- 2.7 Create a story map incorporating the vision, graphics, site use analysis, City of Delray Beach's code and Land Development Regulations "LDR" for each site/block, potential development and proposed strategies maximizing the lot while balancing the surrounding area and the best interest of the CRA.

III **DELIVERABLES**

3.1 Deliverables may include as requested:

- Schematic color site plans
- Site data
- Code research and area plans
- Meetings with the CRA staff and board
- Meetings with City Planning department
- Conceptual floor plans
- Building massing concepts
- Color exterior building perspective concepts
- LDR code amendment suggestions
- Other items as determined by the CRA

3.2 Services not included. These may be provided at additional fees if requested.

- Landscape architecture
- Traffic engineering
- MEP or structural engineering
- Civil engineering
- Soils investigations
- Surveying
- Real estate cost analysis
- Estimates of probable construction costs

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IV BUDGET

- 4.1 Work shall be done on an hourly basis with a not-to-exceed amount of **One Hundred and Twenty Thousand and 00/100 Dollars (\$120,000.00)** plus reimbursable expenses as listed below. Any additional expenses or fees not listed as a reimbursable expense below require prior written approval by the CRA, at the CRA's sole and absolute discretion, before incurring the charges. Failure to obtain the CRA's approval for any additional expenses or fees may result in denial of reimbursement by the CRA, in its sole and absolute discretion. No mileage will be reimbursed.

<u>Staff Title</u>	<u>Hourly Rate</u>
Principal Architect	\$225.00
Project Architect	\$185.00
Project Manager	\$155.00
Cadd Operator I	\$ 95.00
Cadd Operator II	\$ 85.00
Clerical	\$ 65.00

Copies

Black & White (24" x 36")	<u>\$1.15</u>
Color (24" x 36")	<u>\$8.00</u>
Black & White (8½" x 11" & 11" x 17")	\$ no charge (*)
Color (8 ½" x 11" & 11" x 17")	\$ no charge (*)

- ⚡: (*) Incidental in house 8½" and 11" copies will not be charged. Large orders will be sent to outside copy center and cost charged as a direct reimbursable expense to Client.

No Mileage Will be Charged on Any Project