



February 2, 2026  
(Revised February 3, 2026)  
(Revised February 9, 2026)  
(Revised February 13, 2026)  
(Revised February 18, 2026)

Teshana King, PMP  
Project Manager  
Delray Beach Community Redevelopment Agency  
20 North Swinton Avenue  
Delray Beach, FL 33444

REF: Delray Beach Community Redevelopment Agency (CRA)  
Project Title: Architect Design-Assist Work Assignment 102 NW 5<sup>th</sup> Ave Exterior and Interior Renovation  
Facility Address: 102 NW 5<sup>th</sup> Ave, Delray Beach, FL, 33414

Dear Teshana,

Please accept this document as our proposal to provide Architectural and Engineering services for the above-referenced project.

**Scope of Work:**

Includes:

- City Applications & Board Reviews (4 City Meetings/2 Presentation)
- Bidding & Procurement (Prepare and review Bid Documents/RFI responses)
- Permitting Services (Complete applications/Respond to Building Department comments)
- Construction Administration (Respond to RFIs, review submittals/2 site visits)

**Work Assignment #1 – Parking Renovation (Exterior)**

- Parking Lot and Site Improvements - Concept (refer to attached survey).
  - Layout
  - Accessible parking spaces
  - Dumpster relocation
  - Pedestrian circulation and access
- Parking Lot improvements and dumpster relocation.

**Work Assignment #2 – Interior**

- Develop Design and Documents (100% Construction Documents) for the interior renovation of a Multi-Tenant Commercial Building 6,350 SF.
- Full Interior Demolition Plans.
- Structural System shall be analyzed and provided with structural recommendations.
- Develop Life Safety and Accessibility Systems (ADA – FAC 2023).
- Develop Mechanical, Electrical and Plumbing Systems
- Suite Program Coordination

- Barber Shop Suite
- Church Suites – Two (2)
- Restaurant Suite – Commercial Kitchen (conceptual layout only)

**Schedule:**

**Work Assignment #1 – Parking Renovation (Exterior)**

- Schematic Design/Design development (30% Submittal) 21 Calendar Days
- Construction Documents (50% Submittal) 28 Calendar Days  
(ROM concurrent with 50% Submittal)
- Construction Documents (100% Submittal) 28 Calendar Days  
(ROM concurrent with 100% Submittal)
- Schedule above does not include required Owner’s review periods. Owner to review progress plans concurrently with the development of the next phase.
- Bidding TBD
- Permitting TBD
- Construction Administration TBD

**Work Assignment #2 –Interior**

- Schematic Design/Design development (30% Submittal) 45 Calendar Days
- Construction Documents (100% Submittal) 60 Calendar Days  
(ROM concurrent with 100% Submittal)
- Schedule above does not include required Owner’s review periods. Owner to review progress plans concurrently with the development of the next phase.
- Bidding TBD
- Permitting TBD
- Construction Administration TBD

**Deliverables:**

Schematic Design/Design Development (30% CDs)  
 Construction Documents (100% CDs)  
 Rough Order of Magnitude (ROM) Construction Cost Estimate at  
 100% CDs

**Architectural/Engineering Fees:**

**Work Assignment #1 – Parking Renovation (Exterior)**

Civil Engineering: Flynn Engineering  
 (Refer to attached proposal):.....\$16,500.00

Civil Engineering Permitting: Flynn Engineering  
 (Refer to attached proposal):.....\$12,000.00

Architecture/Project Management/Coordination: Justin Architects  
 (Refer to attached hourly breakdown):.....\$57,149.40

Reimbursables:.....\$500.00

**Total Fees Work Assignment #1 Fees (Lump Sum):.....\$86,149.40**

**Work Assignment #2 – Interior Renovations\***

**Note that this proposal includes a structural evaluation of the building. Once this initial evaluation is completed, we will provide an addendum with a structural proposal for the design of any structural repair required for the building.**

Architecture/Project Management/Coordination: Justin Architects  
(Refer to attached hourly breakdown):.....\$79,617.60

Structural Engineering: Accord Engineering  
(Refer to attached proposal and hourly breakdown):.....\$4,500.00

Mechanical/Electrical/Plumbing Engineering: Bildworx  
(Refer to attached proposal and hourly breakdown):.....\$22,600.00

Reimbursables:.....\$500.00

**Total Fees Work Assignment #2 (Lump Sum):.....\$112,217.60**

**Items Not Included:**

- Permitting Fees
- Renderings
- Sustainability Certifications
- Any Engineering Not listed above.

Items not included in this proposal can be provided if requested by Owner and will require and Additional Services review and approval.

We appreciate the opportunity to present you with this proposal. Should you need any additional information, please contact us at your convenience.

Sincerely,



Juan Justiniano, Principal  
AIA, NCARB, AICP, LEED AP BD+C  
Justin Architects, P.A.

Justin Architects, P.A.  
 2400 East Commercial Blvd. Suite 201  
 Fort Lauderdale, Fl. 33308  
 954-771-2724



102 NW 5th Ave, Delray Beach FL, 33414

2/18/2026

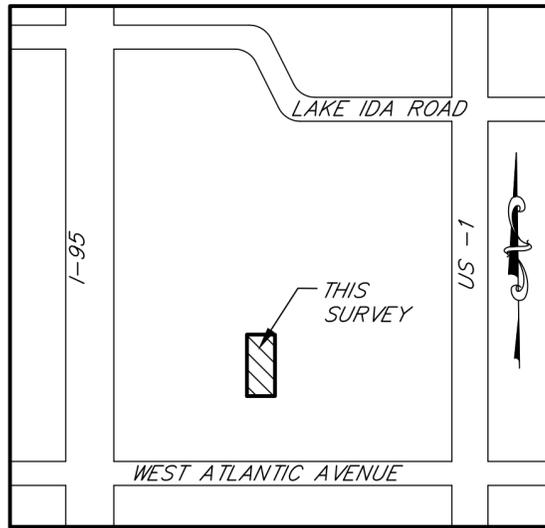
Multi Tenant Commercial Building / Interior  
 Renovation and Parking Lot Layout

WORK ASSIGNMENT #1 PARKING RENOVATION

SURVEYING	Not Included
CIVIL	\$ 16,500.00
CIVIL PERMITTING	\$ 12,000.00
LANDSCAPE	Not Included
ARCHITECTURE	\$ 57,149.40
STRUCTURE	Not Included
MEP	Not Included
REIMBURSABLE	\$ 500.00
<b>TOTAL WORK ASSIGNMENT #1</b>	<b>\$ 86,149.40</b>

WORK ASSIGNMENT #2 INTERIOR RENOVATIONS

SURVEYING	Not Included
CIVIL	Not Included
LANDSCAPE	Not Included
ARCHITECTURE	\$ 79,617.60
STRUCTURE	\$ 4,500.00
MEP*	\$ 22,600.00
KITCHEN CONSULTANT	\$ 5,000.00
REIMBURSABLE	\$ 500.00
<b>TOTAL WORK ASSIGNMENT #2</b>	<b>\$ 112,217.60</b>



LOCATION MAP  
(NOT TO SCALE)

**LEGEND**

- A.E. = ANCHOR EASEMENT
- BFP = BACK FLOW PREVENTER
- BM = BENCHMARK
- CL = CENTERLINE
- CONC. = CONCRETE
- CBS = CONCRETE BLOCK STRUCTURE
- Δ = DELTA
- EL., ELEV. = ELEVATION
- E.M. = ELECTRICAL METER
- F.F. = FINISHED FLOOR
- F.I.R. = FOUND IRON ROD
- F.N&D. = FOUND NAIL AND DISC
- F.N&T = FOUND NAIL AND TAB
- L.B. = LICENSED SURVEY BUSINESS
- L.M.E. = LAKE MAINTENANCE EASEMENT
- L = ARC DISTANCE
- LS = LICENSED SURVEYOR
- NO I.D. = NO IDENTIFICATION
- N/A = NOT APPLICABLE
- O/L = ON LINE
- O/S = OFFSET
- P.B. = PLAT BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCE
- P.C. = POINT OF CURVATURE
- R = RADIUS
- R/W = RIGHT OF WAY
- U.E. = UTILITY EASEMENT
- ISAOA = ITS SUCCESSORS AND/OR ASSIGNS
- ATIMA = AS THEIR INTEREST MAY APPEAR
- NGVD'29 = NATIONAL GEODETIC VERTICAL DATUM OF 1929
- NAVD'88 = NORTH AMERICAN VERTICAL DATUM OF 1988

**SYMBOL**

- WATER METER
- UTILITY POLE
- FIRE HYDRANT
- ELECTRIC BOX
- WATER VALVE
- CATCH BASIN
- ELECTRIC HAND HOLE
- TELEPHONE BOX
- SANITARY BOX
- IRRIGATION CONTROL VALVE
- ELECTRIC METER

**TREE TABLE**

No.	NAME (Common)	DIA. (inch)	HEIGHT (feet)	CANOPY (feet)
1	OAK	22	60	35
2	OAK	22	60	35
3	OAK	22	60	35
4	OAK	22	60	35
5	PALM CORE	18	8	12
6	PALM CORE	12	12	15
7	PALM CORE	12	12	10
8	OAK	30	50	30
9	OAK	18	14	10

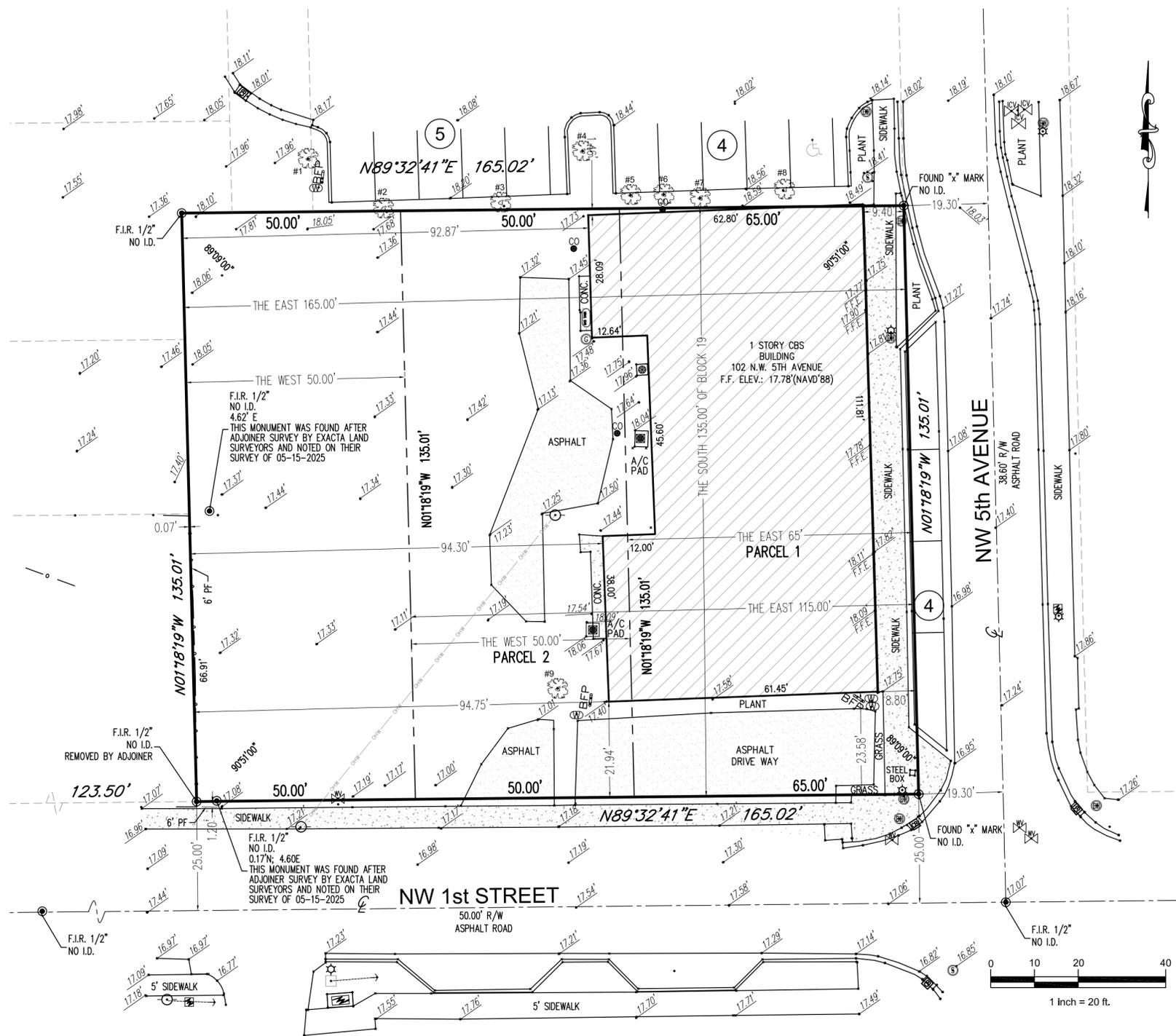
BENCHMARK OF ORIGIN:  
PALM BEACH COUNTY BENCHMARK NUMBER Z 233  
ELEVATION: 16.020'(NGVD'29)

**SURVEY NOTES:**

LOCATIONS ARE LIMITED TO VISIBLE IMPROVEMENTS ONLY AS SHOWN HEREON. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE SURVEYOR FOR EASEMENTS, RIGHT-OF-WAYS OF RECORD, OTHER RESTRICTIONS OR RESERVATIONS. DESCRIPTIONS PROVIDED BY CLIENT, OR THEIR REPRESENTATIVE. ALL DOCUMENTS ARE RECORDED IN SAME COUNTY AS PROPERTY LOCATION UNLESS OTHERWISE NOTED. ROOF OVERHANGS NOT LOCATED. SURVEY MEETS ACCURACY STANDARD FOR SUBURBAN SURVEYS (1 FOOT IN 7500 FEET). ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD'88, UNLESS OTHERWISE NOTED. BASELINE LAND SURVEY LLC DOES NOT EMPLOY A CERTIFIED ARBORIST ON STAFF AND, AS SUCH, NO GUARANTEE OF THE EXACT IDENTIFICATION OF TREES SHOWN HEREON CAN BE MADE. A CERTIFIED ARBORIST SHOULD BE CONSULTED FOR CONCLUSIVE IDENTIFICATION OF TREES SHOWN HEREON.

**CERTIFIED TO:**

1. DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, A FLORIDA PUBLIC BODY CORPORATE AND POLITIC
2. FIDELITY NATIONAL TITLE INSURANCE COMPANY
3. GOREN, CHEROF, DOODY AND EZROL, P.A.



**LEGAL DESCRIPTION:**

THE EAST 65 FEET OF THE SOUTH 135 FEET OF BLOCK 19, "DELRAY BEACH", ACCORDING TO THE PLAT THEREOF, ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, IN PLAT BOOK 1, PAGE 3.  
FOLIO: 12-43-46-16-01-019-0240.  
AND:  
THE WEST 50 FEET OF THE EAST 115 FEET OF THE SOUTH 135 FEET OF BLOCK 19, "DELRAY BEACH", ACCORDING TO THE PLAT THEREOF, ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, IN PLAT BOOK 1, PAGE 3.  
FOLIO: 12-43-46-16-01-019-0190.  
AND:  
THE WEST 50 FEET OF THE EAST 165 FEET OF THE SOUTH 135 FEET, BLOCK 19, "DELRAY BEACH", ACCORDING TO THE PLAT THEREOF, ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, AS RECORDED IN PLAT BOOK 1, PAGE 3, AND SHOWN IN DEED BOOK 541, PAGE 527, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.  
FOLIO: 12-43-46-16-01-019-0210.

BOUNDARY SURVEY			SCALE: 1" = 20'	NOTES/REVISIONS	THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.	 <b>Baseline Land Survey LLC</b> 1400 N.W. 1st COURT BOCA RATON, FL. 33432 Ph.(561) 417-0700 JOB NO.: 23-06-011      LB-8229
COMMUNITY PANEL# 125102-0979	FLOOD ZONE: X	BASE FLOOD EL.: N/A	DRAWN BY: E.L.F./A.A. CHECKED BY: J.E.K.	MONUMENTATION: 07/15/2025 NEW FENCE SURVEY: 03/19/2024 SURVEY DATE: 02/20/2024 PARTY CHIEF: HECTOR SURVEY DATE: 06/28/2023		
DATE OF FIRM: 10/05/2017	BASIS OF BEARING: W R/W LINE NW 5TH AVENUE, SAID LINE HAVING AN ASSUMED BEARING OF N01°18'19"W.		PROPERTY ADDRESS: 102 N.W. 5TH AVENUE, DELRAY BEACH, FLORIDA 33444		JOHN E. KUJAR, PSM, STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER LS 6711 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	

January 30, 2026  
February 3, 2026 (Revised)

Juan Justiniano  
Justin Architects  
2400 E. Commercial Blvd., Suite 201  
Fort Lauderdale, Florida 33308

Re: **102 NW 5<sup>th</sup> Ave Building Renovation & Parking Lot**  
**102 NW 5<sup>th</sup> Avenue, Delray Beach, FL 33444**  
Civil Engineering Fee Proposal

Dear Juan:

Thank you for considering our office as a member of your design team for the above noted project. The following is an outline proposal for civil services based on a site plan to be provided by your office. In general, we have assumed the site will include renovating the existing building with a new parking lot and related infrastructure on an approximately 0.50 acre site. This proposal is for construction documents and permitting of civil infrastructure related to the building permit. We assume that site plan approval (DRC) is not required based on feedback from the CRA. Our proposal for construction documents is to complete to 100% in preparation for permit submittal. We have also included a time card estimate for hourly construction phase assistance.

The following items will also be needed for permit approval and provided by additional consultants: Landscape Plan, Arborist Report, Site Photometric Plan, Traffic Report, Survey (including topo), and GeoTech Report (including exfiltration tests).

## **I. CONSTRUCTION DOCUMENTS – CIVIL ENGINEERING**

We will assemble the following plans and documents to supplement the team's submittal to the building department.

- Pavement Marking & Signage Plan
- Paving, Grading, & Drainage Plan – (Assumes no off-site turn lanes.)
- Water and Sewer Plan – (Typical service connections only. Assumes pump station, force main, and/or off-site utility improvements are not required.)
- Details & Specifications
- Erosion & Sediment Control Plan
- Final Drainage Calculations

## **II. PERMITS #1, 2, & 3 – CIVIL ENGINEERING**

1. City of Delray Beach – Engineering Department (submitted by permit expediter)
2. South Florida Water Management District (SFWMD) – General Permit (Drainage)
3. Lake Worth Drainage District (LWDD) – Drainage Permit (or exemption)

### III. HOURLY SERVICES

#### A. MEETINGS

Any requested attendance for conference calls, consultant plan reviews, contractor meetings, etc. will be billed hourly as needed based on rates noted below.

#### B. EASEMENT COORDINATION

We will assist your office as needed to coordinate any required easement dedications with the City. You will hire a surveyor to prepare the exhibits and the attorney for any legal/title work and we will coordinate and process, if needed.

### IV. CONSTRUCTION OBSERVATION – Provided at Later Date

In general, our services will include:

- Owner / Contractor requested Site Visits.
- Plan adjustments due to field conditions.
- Responses to RFIs from the Contractor related to civil engineering work.
- Review pay requests from Contractor related to civil engineering work.
- Review as-builts supplied by contractor for compliance with approved plans.
- Final certifications to Permit Agencies listed in civil permit section above.

Construction related activities will be invoiced hourly with a fee estimate noted below.

### V. COMPENSATION

I. CONSTRUCTION DOCUMENTS (100%)	\$16,500 Lump Sum
II. PERMITS #1, 2, & 3	\$12,000 Lump Sum
III.A. MEETINGS	Hourly As Needed
III.B. EASEMENT COORDINATION	Hourly If Needed
IV. CONSTRUCTION OBSERVATION	Hourly As Needed
REIMBURSABLES	\$100 Estimate

**Final billing for items noted as “Time Card Estimate” could be more or less than these “Estimates” based on actual hours spent on each Task.**

#### Schedule of Hourly Rates

Classification	Billing Rate \$ / Hour
1. Principal	\$325.00
2. Professional Engineer	\$275.00
3. Graduate Engineer	\$225.00
4. Sr Planner	\$250.00
5. Planner	\$185.00
6. Computer Drafter	\$160.00
7. Expert Witness/Litigation Support	\$450.00
8. Clerical	\$ 80.00
9. Intern Engineer/Planner	\$100.00

This proposal does not include City and regulatory agency building permit fees, permit application fees, project impact fees, or utility connection fees.

Printing required for Agency review and contract plan sets will be billed at cost plus 10%. All normal reimbursables will also be billed at cost plus 10%. We have included an estimate of reimbursables. Many of the City submittals require multiple color copies, that can increase this expense.

The following items are also not included:

1. Conceptual Site Plan supplied by Architect/Owner.
2. Revisions to plans which deviate from the approved site plan.
3. Studies, design, and/or permitting of any off-site improvements, not noted herein.
4. Surveying services including but not limited to: boundary, topography, platting, record drawings, easement, and legal descriptions.
5. GeoTechnical services including but not limited to: Subsoil investigation, exfiltration testing.
6. Traffic Engineering including but not limited to: studies, traffic signal relocations / modifications.
7. Aerial photography.
8. Environmental Engineering including but not limited to: wetlands, pollution, FDEP CCCL.
9. Site Plan and Permit extensions.
10. Re-inspecting for failed including but not limited to: pressure tests, limerock inspections.
11. Leading coordination with FPL, AT&T, TECO, etc. for installation of new services to the site.
12. Structural Design (coordination is included).
13. Landscape Design (coordination is included).
14. Irrigation Design (coordination is included).
15. Lighting Design (coordination is included).

Please sign and return by email this proposal for us to initiate the work. This proposal is valid for 180 days from February 3, 2026, after which it will be subject to review and adjustment.

If you have any questions, please feel free to contact me.

Sincerely,

FLYNN ENGINEERING SERVICES, P.A.



Blake M. Kidwell, P.E.

APPROVED: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**PURSUANT TO FLORIDA STATUTE 558.0035, A DESIGN PROFESSIONAL, AS DEFINED IN FLORIDA STATUTE 558.002, ACTING AS AN INDIVIDUAL EMPLOYEE OR AGENT OF FLYNN ENGINEERING SERVICES, PA MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

February 18, 2026

Juan Justiniano  
Principal  
Justin Architects  
2400 E. Commercial Blvd, Suite 201  
Fort Lauderdale, FL 33308

**RE: REVISED – Proposal for Engineering Design Services for Delray Beach CRA 102 NW 5th Ave.**

Dear Juan,

We are pleased to provide you with the following proposal for engineering design services for renovations to the building located at 102 NW 5th Ave, Delray Beach, FL 33444.

## **PROJECT DESCRIPTION**

The project consists of providing engineering design for renovating the existing 6,350 SF building.

The building is proposed to consist of the following suites in the future:

- Barber Shop Suite with open service area, office, and ADA-compliant restroom.
- Church Suites (Two) with assembly space and ADA-compliant restrooms, as well as support/office space and rear storage area suitable for future retail use.
- Restaurant Suite with dining area, commercial kitchen with exhaust and makeup air coordination, grease trap, office, and ADA-compliant restrooms.

Exterior scope of work includes providing parking lot lighting design.

There are no existing drawings for the building and so a site visit is included to document existing MEP system conditions. All MEP systems will be replaced with new.

*This proposal has been revised to include permitting and Construction Administration.*

## SCOPE OF WORK

Bildworx Design will provide engineering design services as described below.

### Engineering Design

- Site Investigation
  - One (1) initial site visit to document existing conditions.
- HVAC Systems Design
  - New HVAC system design, including system layouts, equipment selection and load and energy compliance calculations.
  - Kitchen hood coordination for Restaurant Suite. Kitchen hood design and associated fire suppression is assumed to be by hood vendor.
- Power Distribution Design
  - Design of new or upgraded electrical service requirements.
  - Load calculations.
  - Power distribution design.
- Lighting Design
  - Normal & Life Safety lighting design.
  - Lighting controls.
  - Site lighting.
  - Photometrics calculations as required.
- Plumbing Systems Design
  - Plumbing design for ADA-compliant restrooms in all suites, and kitchen equipment for Restaurant Suite.
  - Natural gas or Liquid Propane piping distribution design for kitchen equipment in Restaurant Suite.
  - Grease trap concept design for Restaurant Suite.
- Fire Alarm System Design
  - Design and specification of new fire alarm system devices.
- Base Scope Technology Systems Design
  - Provide infrastructure for phone and data.
- Fire Protection System Design
  - No fire protection scope anticipated.

The design will include code reviews, coordination with Authorities Having Jurisdiction (AHJ), and development of all drawings and specifications necessary for soliciting competitive bids for the installation of these systems.

### **Permitting Support**

Bildworx Design will provide permitting support services including the following:

- Review and response to building department plan review comments.

### **Construction Administration**

Bildworx Design will also provide Construction Administration (CA) services for the duration of the construction including:

- Construction duration is estimated to be 1 year. If the project goes on extended hold, or if CA exceeds this time, additional services may be required.
- Review of shop drawings and product data sheets.
- Response to contractor RFIs.
- One (1) site visit for final walkthrough punchlist.

### **Add Alternate 1 – Bidding Support**

Bildworx Design will provide bidding support services including the following:

- Response to pre-bid RFIs from General Contractor.

### **Add Alternate 2 – Nighttime Site Lighting Measurements**

On some occasions, building departments require measurements and verification of site lighting prior to performing their own measurements. This add alternate is for Bildworx Design to provide this service in case it is needed.

- Measurement of nighttime site lighting.
- Provide documentation on site plan on a 10' x 10' measurement grid.

### **Add Alternate 3 – Close-Out Documents (Record Drawings)**

- MEP record drawings based on contractor As-Builts.
- Modifications to design based on site modifications by contractor or client will be an additional service.

## **ASSUMPTIONS / CLARIFICATIONS**

The following assumptions / clarifications apply to this proposal:

1. Background architectural and civil drawings will be provided by others.
2. Liquid Propane tank design, if any, to be provided by others under a separate permit.

## **EXCLUSIONS**

The following items are excluded or can be provided at an additional fee:

1. Work by architectural, civil, structural, and any other trade not listed under Scope of Work.
3. Fire protection system design.
4. Generator design.
5. Technology systems design including surveillance, access control, and other systems.
6. Engineering cost estimates.
7. MEP Record drawings based on contractor As-Built drawings.
8. Short circuit, Arcflash, and coordination studies.
9. Any scope items not listed under scope of work will be provided for an additional fee.

## **SCHEDULE**

Detailed project schedule will be developed in conjunction with other team members and client at a later date. Please allow a minimum of 3 weeks after receiving backgrounds to proceed for any deliverables.

## FEE PROPOSAL SUMMARY

We propose to perform the Scope of Work for the following lump sum costs:

Site Investigation	\$1,000.00
Mechanical Engineering Design	\$5,200.00
Electrical Engineering Design – Building and Site	\$4,600.00
Plumbing Engineering Design	\$3,200.00
Fire Protection Engineering Design	-
Project Management	\$900.00
<b>Engineering Design Subtotal</b>	<b>\$14,900.00</b>
<b>Permitting</b>	<b>\$2,000.00</b>
<b>Construction Administration</b>	<b>\$3,900.00</b>
<b>TOTAL FEE (LUMP SUM)</b>	<b>\$20,800.00</b>

### Add Alternates

Add Alternate 1 – Bidding Support	\$800.00
Add Alternate 2 – Nighttime Site Lighting Measurements	\$1,000.00
Add Alternate 3 – Close-Out Documents (Record Drawings)	\$1,500.00

Additional Services, Site Visits, and CA Billed at an hourly rate of \$250

## PAYMENT TERMS

Bildworx Design will follow the same payment terms between the client and the architect. Bildworx Design anticipates receiving payment from architect within 10 days of architect's receipt of payment from client. We anticipate the payment schedule for this project to be as follows:

### Engineering Design

Delivery of Site Visit and Design Development (30% CDs) .....	30%
Delivery of 90% Construction Documents .....	60%
Delivery of 100% Signed and Sealed Construction Documents.....	10%

### Permitting Support

Permitting Support .....	100%
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### Construction Administration

Construction Administration.....	Billed Monthly
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## REIMBURSABLE COSTS

Bildworx Design will invoice all reimbursable costs at cost according to agreed terms. Reimbursable costs will include printing costs, on-site parking, and miscellaneous project expenses.

Estimate of Reimbursable Costs	\$800.00
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## CHANGES AND ADDITIONAL SERVICES

Services, which are not specifically described in the Scope of Service section above, are considered Additional Services.

Major revisions to scope or space after approval of design deliverables will require additional design services at an additional fee.

Bildworx Design will not perform Additional Services or make changes, reductions or additions to the agreed scope of services without written pre-authorization.

Additional Services will be invoiced in accordance with agreed additional services scope and fee.

## STANDARD OF CARE

In performing our services, we will use that degree of care and skill ordinarily exercised by members of our profession practicing in the same or similar locality, under similar circumstances.

**LIMITATION OF LIABILITY**

In consideration of the Engineer’s fee agreed to under this Agreement, the Client hereby agrees that to the fullest extent permitted by law, the Engineer’s total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes whether sounding in tort or contract, including but not limited to the Engineer’s negligence, errors, omissions, breach of contract or breach of warranty shall not exceed the amount of insurance coverage available to the Engineer at the time of settlement of the claim or the rendering of a judgment. Additionally, for projects not exceeding \$50,000 in Engineer’s Fee, this limit of liability shall not exceed \$50,000.

Thank you for this opportunity. We look forward to working with you on this project. Please contact us should you have any questions or require additional information.

Sincerely,

Accepted by,



**Sima Azar, MSEE**

President, Bildworx Design

Phone: (954) 933-8246

Email: [sima@bildworx.com](mailto:sima@bildworx.com)

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments: N/A

**Add Alternates**

**Please Initial to Approve**

Add Alternate 1 – Bidding Support

Add Alternate 2 – Nighttime Site Lighting Measurements

Add Alternate 3 – Close-Out Documents (Record Drawings)

January 29, 2026

Juan Justiniano, AIA, NCARB, AICP, LEED AP BD+C  
Principal  
Justin Architects  
2400 E Commercial Blvd. Suite 201  
Fort Lauderdale, FL 33308

Re: 2601-P17 102 NW 5th Ave – Delray Beach, FL

Mr. Justiniano:

ACcord Engineering, Inc. (“ACcord Engineering” or Consultant) is pleased to submit this letter and attached agreement (Agreement) to Justin Architects (CLIENT) for structural design services for the referenced project. The purpose of the Agreement is to outline the scope of services as understood by ACcord Engineering and accepted by CLIENT, and to establish the contractual conditions between ACcord and CLIENT with respect to the proposed services herein.

## PROJECT UNDERSTANDING

It is the Consultant’s understanding that the CLIENT is requesting Structural Engineering services to provide structural condition assessment of a 1-story multi-tenant commercial building, located at 102 NW 5<sup>th</sup> Ave., Delray Beach, FL. The Client wants the Consultant to provide field observations and a building assessment report of the existing conditions for the subject project’s structural systems.

The assumed structural system is taken as follows:

- Concrete shallow foundations and concrete slab-on-grade
- Concrete Masonry Unit (CMU) / Reinforced concrete load bearing walls
- Roof framing system unknown

Per the Client, the following items are to be included in this proposal:

- Field Investigation
- Building Assessment Report

## SCOPE OF SERVICES

ACcord Engineering will provide the services specifically set forth below.

### Task 1 – Building Evaluation

The Consultant shall provide one (1) field observation site visit for structural assessment of the existing conditions of the building structure.

- The evaluation to be performed during one site visit, shall include but is not limited to:
  - CMU/Concrete walls
  - Roof system
  - Concrete slab-on-grade
  - Exterior finishes
  - Windows and doors
- Take the necessary measurements and photos of the existing structure
- Review existing drawings structural drawings, if available, to assist in assessing the existing design of the structure.

## Task 2 – Building Report

ACcord Engineering will provide a comprehensive signed and sealed report summarizing the findings and recommendations for immediacy of repairs, if any, and potential opportunities for re-use of the existing building. A draft and a final evaluation report are to be provided, per the CLIENT's request.

The Consultant shall provide meetings, correspondence, and conference calls with the Client and/or sub-consultants.

## SERVICES NOT INCLUDED

The services described below are considered exclusions to the scope of work and may be contingent to additional service if requested and approved in writing.

- Building design / Construction Documents
- Provide repair procedures and oversight of repairs.
- Provide bidding or permit documents.
- Engineered shoring design.
- Providing construction estimates
- Specifications
- Construction Administration Services, including but not limited to:
  - Response to Request for Information (RFIs)
  - Review submittals and/or shop drawings
  - Consultation during construction concerning damage, defects or deficiencies in the work of a contractor
  - Evaluating change orders
  - Site visits

## ADDITIONAL SERVICES

In the event that additional services are requested, they will be invoiced at the hourly rate as indicated in the table below:

*ACcord Engineering Professional Hourly Rates*

TITLE	RATE
Project Manager	\$175
Principal Engineer	\$250
Senior Engineer	\$215
Project Engineer	\$150
Junior Engineer	\$110
Special Inspector	\$215
Field Technician	\$110
BIM/CAD Designer	\$100
Administration	\$75

## INFORMATION PROVIDED BY CLIENT

The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by ACcord Engineering during the project, including but not limited to the following:

- Existing Plans
- Scissor lift and/or ladders to access roof (exterior and interior)

## SCHEDULE

ACcord Engineering will provide our services as expeditiously as practicable and are willing and able to collaborate continuously with your team throughout the span of the design phase.

## FEE AND EXPENSES

ACcord Engineering proposes to perform the structural engineering design services described in the scope of work for the amounts set forth in the Fee Compensation Schedule.

### *Fee Compensation Schedule*

PHASE	FEE
Task 1 – Building Evaluation	\$1,900
Task 2 – Evaluation Report	\$2,600
<b>Total</b>	<b>\$4,500</b>

We are able to commence services two weeks after we have received a fully-executed agreement and a retainer of thirty percent (30%) of lump sum fee for One Thousand Three Hundred Fifty Dollars (\$1350).

Lump sum fees will be invoiced monthly based upon the Consultant's estimate of the overall percentage of services actually performed during the billing period. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and ACcord Engineering project number.

In addition to the compensation in the Fee Compensation Schedule above, the Consultant is entitled to reimbursement from the owner. Reimbursable expenses, including but not limited to the items listed below (except mileage) will be billed at 1.10 times cost:

- Reproduction (printing/plotting)
- Delivery/courier services
- Travel mileage (estimated price of \$0.725 per mile).

The invoice will be re-sent with a notice after the 30<sup>th</sup> day of your receipt of the original invoice. In the event an invoice or any portion thereof remains unpaid for more than forty-five (45) days following the notice, ACcord Engineering may, initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorneys' fees and costs.

### CLOSURE

In addition to the matters set forth herein, this Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to ACcord Engineering, Inc. and "Client" shall refer to Justin Architects.

If you concur with all the foregoing and wish to direct us to proceed with the services described herein, please have an authorized person execute the Agreement in the spaces provided below. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for thirty (30) days after the date of this letter.

To ensure proper set up of your project, please complete and return with the signed copy of this agreement the attached Request for Information. Failure to supply this information could result in a delay in starting work on this project.

We sincerely thank you for giving us the opportunity to team up with you and your team. Please contact our office if you have any questions.

Very truly yours,

**ACcord Engineering, Inc**



**Aida L. Báez, PE**  
*Partner / Senior Structural Engineer*  
Direct Tel. 561-421-1363  
Email: aida.baez@accord-eng.com



**Clifton Newkirk, PE, SI**  
*Partner / Senior Structural Engineer*  
Direct Tel. (561) 593-0715  
Email: clifton.newkirk@accord-eng.com

### AUTHORIZATION TO PROCEED ACCEPTED:

2601-P17 102 NW 5th Ave – Delray Beach, FL

#### ACcord Engineering, Inc.

Print Name Aida L. Baez, PE  
Title Partner / Senior Structural Engineer  
Email aida.baez@accord-eng.com  
Date \_\_\_\_\_  
Signature \_\_\_\_\_

#### Justin Architects

Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Email \_\_\_\_\_  
Date \_\_\_\_\_  
Signature \_\_\_\_\_

# ACCORD ENGINEERING INC.

## STANDARD PROVISIONS

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### 1) Consultant's Scope of Services and Additional Services.

The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.10 times cost.

### 2) Client's Responsibilities.

In addition to other responsibilities herein or imposed by law, the Client shall:

- a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

### 3) Period of Services.

Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

### 4) Method of Payment.

Unless noted otherwise in the Fee and Expenses section of this Agreement the Client shall pay Consultant as follows:

- a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 60 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 60 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

### 5) Use of Documents.

All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if

expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

#### **6) Opinions of Cost.**

Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

#### **7) Termination.**

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

#### **8) Standard of Care.**

The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

#### **9) LIMITATION OF LIABILITY.**

In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

#### **10) Mutual Waiver of Consequential Damages.**

In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

#### **11) Construction Costs.**

Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

#### **12) Certifications.**

The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

#### **13) Dispute Resolution.**

All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.

#### **14) Hazardous Substances and Conditions.**

Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

#### **15) Construction Phase Services.**

- a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

- b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
- c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

**16) No Third-Party Beneficiaries; Assignment and Subcontracting.**

This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

**17) Confidentiality.**

The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

**18) Miscellaneous Provisions.**

This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**19) PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.**