

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

THIS REINSTATEMENT AND SECOND AMENDMENT TO THE WORK ASSIGNMENT ("Second Amendment") is made and entered into this _____ day of _____, 2022, 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 ("Work Assignment"), 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"); and

WHEREAS, the CRA and the CONSULTANT entered into a First Amendment to the Work Assignment to revise the Scope of Services for the Project and to extend the Termination Date to December 31, 2021 ("First Amendment").

WHEREAS, the CRA and the CONSULTANT agree to enter into a Second Amendment to the Work Assignment to reinstate the Work Assignment, amend the Scope of Services to provide additional services as described in the Exhibit "A", which is attached hereto and incorporated herein by reference, and extend the Termination Date of the Work Assignment to April 30, 2023.

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. Effective as the date first written above, the CRA and CONSULTANT hereby agree to reinstate the Work Assignment.
3. That the CRA and the CONSULTANT agree to amend the Scope of Services to provide additional services as described in Exhibit "A."
4. That the CRA and the CONSULTANT agree to hereby amend the Work Assignment to extend the Termination Date to April 30, 2023.

5. That except as amended herein, the CRA and CONSULTANT ratify, approve, and reaffirm the terms of the Original Agreement, the Work Assignment, and the First Amendment and the Original Agreement, Work Assignment and First Amendment shall remain in full force and effect, except as amended herein.

6. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement, the Work Assignment, the First Amendment and this Second Amendment, this Second Amendment shall control to the extent of any such conflict or ambiguity.

[Space Left Intentionally Blank; Signature Page to Follow]

Signature Greter Perez
Name and Title Greter Perez, Office Manager
Commission Number HH 092899

EXHIBIT "A"



March 29, 2022 r 4/15/22

Ivan Cabrera, Redevelopment Manager
Delray Beach CRA
20 North Swinton Avenue
Delray Beach, FL

Re: Conceptual Design for the 800 Block of Atlantic Avenue

Dear Mr. Cabrera:

As requested, we are pleased to offer the following fee proposal to provide Architectural, Engineering Design Services for the above referenced project.

SCOPE

We will provide design services for the continued conceptual design of a new livable environment on the 800 block on West Atlantic Avenue using shipping containers.

1. Conceptual Design
 - a. Review environmental site limitations. Before we start working on the final design, we will review County Reports to understand if the SE corner can be used. CRA Staff to provide the County/FDEP reports.
 - i. Look at opportunities to utilize/activate the SE corner lot for stage, or temporary use (above/on grade), etc. Identify possibilities / limitations based on County/FDEP requirements.
 - b. Develop Site Plan Layout
 - i. re-arrange site to keep noise generating components toward Atlantic and away from residential area, buffering use element.
 - ii. We will prepare one final design with (2) two rounds of review with CRA Staff and (1) one review by CRA Board.
 - c. Rendering of Final Design - Optional
 - i. Prepare (1) 3D rendering of the final conceptual design.
2. Cost Analysis / Project Approvals Narrative & Timeline
 - a. Conceptual Cost comparison – We will utilize the services of a construction cost estimating firm on an hourly not-to-exceed basis to review and prepare detailed cost estimates for 1) the Final Conceptual Design and for 2) a similar scale building project.
 - b. Feasibility Narrative of City Approval Process & Timeline- City approval process will be defined. Process and timeline to be identified for obtaining all necessary approvals including any text amendments, rezoning, etc. (ie. Procurement, design, construction, City’s process, text amendment, rezoning, waiver, etc.) compared to similar scale building project.
3. Site Infrastructure Review
 - a. Narratives - Evaluate and provide written narrative on container project’s infrastructure requirements
 - i. MEP - provide one written narrative describing mechanical, electrical, and plumbing infrastructure requirements for the project based on the final proposed design concept plan.
 - ii. Civil - provide review and written narrative on what we could expect the infrastructure requirements will be including storm water management, domestic water & sewer. We will have an MEP provide design demand assumptions.

CPZ ARCHITECTS, INC.

4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317
200 N. EL MAR DRIVE, SUITE 200, JENSEN BEACH, FLORIDA 34957
(954) 792-8525

AA# 26000685

WWW.CPZARCHITECTS.COM



Proposal

"Designing Quality Architecture that Builds Lasting Relationships."

4. Public and CRA Board meetings as needed.

COMPENSATION:

1. Compensation for architectural services shall be on a stipulated basis and in accordance with CPZ Architects, Inc. continuing services contract, as follows:
 - a. Hourly based not to Exceed at values shown below.

| FEE PROPOSAL | | CPZ | Osborn | Kimley Horn | CMS | | |
|-------------------------------------|---|---------------------|--------------------|--------------------|--------------------|---------------------|-----|
| Phase | | Architect | MEP | Civil | Cost Estimating | | |
| 1. Conceptual Design | a. Review Environmental Site Limitations | \$ 4,500.00 | | \$ 2,000.00 | | \$ 6,500.00 | |
| | b. Develop Site Plan Layout | \$ 11,900.00 | | | | \$ 11,900.00 | |
| 2. Cost Analysis / Project Timeline | a. Conceptual Cost Comparison | \$ 2,050.00 | | | \$ 7,083.60 | \$ 9,133.60 | |
| | b. Outline City Approval Process & Timeline | \$ 9,825.00 | | | | \$ 9,825.00 | |
| 3. Site Infrastructure Review | a. Narratives | \$ 7,800.00 | \$ 6,770.00 | \$ 2,000.00 | | \$ 16,570.00 | |
| TOTAL FEE | | \$ 36,075.00 | \$ 6,770.00 | \$ 4,000.00 | \$ 7,083.60 | \$ 53,928.60 | |
| | 1.c. Rendering of Final Design | \$ 12,700.00 | | | | \$ 12,700.00 | |
| | Attendance at City CRA mtgs (each) | \$ 1,000.00 | | | | \$ 1,000.00 | ea. |

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 \$250
 - b. Architect \$225
 - c. Project Manager \$150
 - d. Architectural Associate \$125
 - e. Administrative Support \$ 95
 - f. Consultants (Civil, Landscape, Structural, Mechanical, Electrical Engineers, etc.) to be reimbursed at cost billed to Architect

EXCLUSIONS

The following items are excluded from this proposal:

1. Construction Drawings
2. Civil, Structural, MEP Engineering
3. Civil & Landscape Engineering
4. Permitting / Full DRC/Site Plan Approval process.
5. Environmental Services

We thank you for the opportunity to offer you these services. If this proposal meets with your approval, please sign this letter and return to my attention. If you have any questions, please contact me at 954-792-8525.

Respectfully,
CPZ ARCHITECTS, INC.

Chris Zimmerman
President

Accepted: _____

Print: _____

Date: _____

CPZ ARCHITECTS, INC.

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