

## **INDEPENDENT CONTRACTOR AGREEMENT**

**THIS IS AN AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between:

**THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes, with a business address of 20 N. Swinton Avenue, Delray Beach, Florida 33444, hereinafter referred to as "CRA"

and

**CHRISTOPHER JOHNSON ARCHITECTURE, LLC**, a Florida limited liability corporation, with an address of 502 East Atlantic Ave, Suite 221/222, Delray Beach, FL 33483, hereinafter referred to as "CONTRACTOR".

CRA and CONTRACTOR may hereinafter collectively be referred to as the "PARTIES".

### **W I T N E S S E T H:**

**WHEREAS**, the CRA requires architectural services at 182 NW 5<sup>th</sup> Avenue, Delray Beach, FL ("Services"); and

**WHEREAS**, the CONTRACTOR possesses specific skills, expertise, experience and knowledge necessary to provide the CRA with the Services; and

**WHEREAS**, the CRA deems it to be in the best interest of the CRA to enter into this Agreement with the CONTRACTOR for the Services.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, it is agreed by and between the CRA and CONTRACTOR as follows:

1. Services; Responsibilities, and Time for Performance. CONTRACTOR agrees to provide the Services, as more particularly described in the "Scope of Services," which is attached to this Agreement as **Exhibit "A"** and incorporated herein by reference.
  - 1.1 CONTRACTOR shall furnish all services and labor necessary and as may be required in the performance of this Agreement. The CONTRACTOR shall perform all of its obligations pursuant to this Agreement in a professional and timely manner.
  - 1.2 CONTRACTOR hereby represents to the CRA, with full knowledge that the CRA is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the Services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2. Compensation and Method of Payment.

2.1 CONTRACTOR has agreed to provide the Scope of Services to the CRA for a sum **not to exceed Ten Thousand Five Hundred and 00/100 Dollars (\$10,500.00)**, the "Contract Price", for the Term of this Agreement, as provided in the Scope of Services attached hereto as Exhibit "A". The CRA shall pay CONTRACTOR within thirty (30) days of receipt of an invoice documenting the services provided by CONTRACTOR pursuant to this Agreement, and the completion to the sole and absolute discretion of the CRA.

2.2 The CRA shall not be responsible for any additional costs, fees, or expenses unless the CRA executes a written amendment to this Agreement that provides for any consideration to be paid by the CRA.

3. Term and Termination. This Agreement shall take effect as of the full execution of this Agreement by both Parties and shall terminate once the Scope of Services is completed to the satisfaction of the CRA, unless sooner terminated as provided herein ("Term").

3.1 This Agreement may be terminated by the CRA for convenience, upon fourteen (14) days written notice by the CRA to CONTRACTOR. Upon termination by the CRA, CONTRACTOR shall cease all work performed hereunder and CRA shall pay to CONTRACTOR any earned and unpaid portion of compensation due to CONTRACTOR. Upon payment of any compensation due CONTRACTOR, all documents, drawings, programs, databases, and work products developed or produced under this Agreement shall be furnished to the CRA upon termination. If the CONTRACTOR wishes to terminate this Agreement, the CONTRACTOR shall provide no less than thirty (30) days written notice.

4. Indemnification and Insurance. CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the CRA Executive Director's option, defend or pay for an attorney selected by the CRA Executive Director to defend the CRA, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the CRA by reason of any such claim, cause of action, or demand, CONTRACTOR shall, upon written notice from CRA, resist and defend such lawsuit or proceeding by counsel satisfactory to the CRA or, at CRA's option, pay for an attorney selected by the CRA Executive Director to defend the CRA. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

- 4.1 Prior to commencement of the work by CONTRACTOR under this Agreement, CONTRACTOR shall obtain professional liability insurance in the amount as required by the CRA, if applicable. The CONTRACTOR shall provide the CRA with a certificate of insurance indicating the required coverages and naming the CRA as an additional insured.
5. Independent Contractor. This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CRA's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder. The CONTRACTOR agrees that it is a separate and independent enterprise from the CRA, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CRA and the CRA will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.
6. Assignments; Amendments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CRA. However, this Agreement shall run to the CRA and its successors and assigns.
7. The CRA's Executive Director may further approve and amend the Original Agreement by executing a written agreement signed by both parties.
8. The CONTRACTOR warrants that its services are to be performed within the limits prescribed by the CRA with the usual thoroughness and competence of its trade.
9. Attorney's Fees. In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs and paralegal fees at both the trial and appellate levels, to the extent permitted by law.
10. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.
11. Venue. Venue for litigation concerning this Agreement shall be in Palm Beach County, Florida.
12. Severability. If any portions of this Agreement shall be held invalid or unenforceable,

such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such provisions had not been included.

13. Notices. All notices, demands, requests for approvals or other communications given by either party to another shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested or by overnight courier service, or by hand delivery to the office for each party indicated below and addressed as follows:

For CRA: Renée A. Jadusingh, Esq., Executive Director  
Delray Beach Community Redevelopment Agency  
20 N. Swinton Avenue  
Delray Beach, FL 33444  
Telephone No. (561) 276-8640  
Facsimile No. (561) 276-8558

For CONTRACTOR: Christopher Johnson, President  
Christopher Johnson Architecture, LLC  
502 East Atlantic Ave  
STE 221/222  
Delray Beach, FL 33483

Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the third (3rd) business day after mailing. Refusal by any person to accept delivery of any notice delivered to the office at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Section. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other parties and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular party hereto, all other parties may rely upon the last address given.

14. Public Records. CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, CONTRACTOR shall:

- 14.1 Keep and maintain public records required by the CRA to perform the service.
- 14.2 Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 14.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CRA.
- 14.4 Upon completion of this Agreement, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain

public records required by the public agency to perform the service. If the CONTRACTOR transfers all public records to the CRA upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CHRISTINE TIBBS**

**561-276-8640**

**[TIBBSC@MYDELRAYBEACH.COM](mailto:TIBBSC@MYDELRAYBEACH.COM)**

**20 NORTH SWINTON AVENUE**

**DELRAY BEACH, FLORIDA 33444**

The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement.

15. Ownership. All accepted final work product provided pursuant to this Agreement and the Scope of Services will be the property of the CRA.
16. Certification and Scrutinized Company Requirements. The CRA shall have the option to terminate this Agreement if CONTRACTOR:
  - 16.1 Is found to have submitted a false certification as provided under section 287.135 (5) Florida Statutes;
  - 16.2 Has been placed on the Scrutinized Companies that Boycott Israel List;
  - 16.3 Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
  - 16.4 Has been engaged in business operations in Cuba or Syria.
17. Patriot Act Requirements. Each party shall take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administrated by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network,

or any other laws, regulations, executive orders or government programs designed to combat terrorism or money laundering, if applicable, with respect to this Agreement. Each party represents and warrants to the other party that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this Agreement.

18. Default. In the event the CONTRACTOR fails to comply with the provisions of this Agreement, the CRA may declare the CONTRACTOR in default and notify it in writing, giving a reasonable time to cure the default, but in no event shall this time period exceed five (5) calendar days unless otherwise agreed to by the Parties. In such event, the CONTRACTOR shall only be compensated for any services completed as of the date written notice of default is served. Furthermore, the amount of compensation to the CONTRACTOR in the event of default, shall be determined by deducting any additional costs, charges and/or damages incurred by the CRA due to the CONTRACTOR'S default.
19. Acceptance of Agreement. Execution of this Agreement by both Parties signifies agreement with all the terms and conditions and serves as a notice to proceed.
20. To the extent there is any conflict between the terms and conditions of this Agreement and any Exhibit to the Agreement, the terms of this Agreement shall control.

(This Space is Intentionally Blank; Signature Page to Follow)

**IN WITNESS WHEREOF**, the CRA, and CONTRACTOR. have hereunto set its hand the day and year above written.

ATTEST:

DELRAY BEACH COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_

\_\_\_\_\_  
Angela D. Burns  
CRA Board Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
CRA General Counsel

ATTEST:

Christopher Johnson Architecture, LLC, a  
Florida limited liability corporation

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

By: \_\_\_\_\_  
Christopher Johnson, President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Christopher Johnson, as Christopher Johnson Architecture, LLC. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification

\_\_\_\_\_  
Notary Public – State of Florida

**EXHIBIT “A”**

**SCOPE OF SERVICES**



# Architectural Proposal



## C. & J. ARCHITECTURE • INTERIORS

502 East Atlantic Avenue, Suite 221/222

Delray Beach, Florida 33483

C 561.504.6988

[cj@seejaydesign.com](mailto:cj@seejaydesign.com)

AR 98750 • CGC 1507908

●Attention	Mackenzie Weber	●Contact - Phone	561-276-8640
●Owner	Delray Beach Community Redevelopment Agency	●Contact - Email	<a href="mailto:WeberM@mydelraybeach.com">WeberM@mydelraybeach.com</a>
●Address:	20 North Swinton Avenue	●Alternative Address:	
●City, State Zip Code:	Delray Beach, Florida 33444	●City, State Zip Code:	
●Project Title:	Restoration of historic Cottage	●Date:	4/3/25

GENERAL	DESCRIPTION	
SCHEMATIC DESIGN		3000
PHASE 1		
	Site Visit and As-Built research for existing project- Existing drawings provided for reference by owner	
	As-Built drawings for Cottage Restoration	
	Architectural Design, C&J will use line drawings or other means needed to convey to CRA design intent to "restore" cottage to prior configuration, design and detailing of new step to elevated floor/ door, detail for replacement of fascia as needed, repair of existing electrical and wall sconces as required.	
	Schematic set of design drawings will be required for this project, the design will be per CRA's request per meeting with architect virtually to review CRA intent is represented in Architectural Drawings.	
	Schematic set of cad drawings including design sketches to communicate with Owner the design intention of the project. CAD drawings to include [Site Plan/ Title Sheet, Demo Plan, Floor plan to restore the cottage to its previous condition. Mechanical [HVAC] , Electrical, Plumbing for permitting purposes	
	One site visit included. All other meetings to be virtual or at C&J Architecture and Interiors Build office unless deemed requisite for work	
	PDFs provided for schematics for CRA review.	
	It is assumed from preliminary site visit and review of stated scope of work that Structural and Truss Engineering is not required, however, this will be verified during Phase One (If structural engineering services are required an estimate fee of \$600 will apply. Final cost may vary based on scope and consultant rates)	
DESIGN DEVELOPMENT		600
PHASE 2		
	Product Selections, All Finishes such as walls , floorings, etc... and fixtures such as lighting, plumbing, etc., and appliances specifications will be supplied by CRA and required designations will be inserted into drawings, coordinate specifications and prepare for final submittal to the City of Delray Beach Building Department	
	Meeting	
PRE- BIDDING AND VALUE ENGINEERING SERVICES		1200
	Pre-Bidding and Value Engineering Services : Upon completion of client approval of schematic design. C&J will request bids from sub-contractors [Shell, Roof, Site, Framing and Drywall, Mechanical, Electrical, Plumbing] remaining trades will be analyzed using current pricing to the best of C&J abilities. The intent of this process is to establish a baseline itemized estimate for Owner. Once this process is complete, C&J will work with the Owner to best determine if any alterations in the Scope of Work will need to be made. Fees during this process will be credited to Owner in the Build Phase if C&J is selected to be the General Contractor for this Project.	
	C&J will provide a Simplified Conceptual Gantt schedule that is intended for Owner to understand a potential timeline	
CONSTRUCTION DRAWINGS		2300

GENERAL	DESCRIPTION	
<b>PHASE 3</b>		
	Construction Documents set of drawings final Signed and sealed. CD's to include [Site Plan/ Title Sheet, Demo Plan, Floor plan), Foundation/Structural plan, Schedules [Windows and Doors (CRA supplied manufacturer] Mechanical [HVAC], Electrical. Plumbing	
	Includes revisions per plan reviewer comments and coordination with Contractor Selected	
	Construction Documents	
	Architectural review and sign and seal and prepare for submittal by contractor	
	Coordinate specifications and prepare for final submittal for CRA and/or G.C. to the City of Delray Beach Building Dept.	
	C&J Representative will answer all comments, attend City staff meetings, any board approval meetings	
	Printing for Delray Building department is included. If any additional printing needed for historic department meeting , will be charged \$1.95 per page.	
<b>BIDDING AND NEGOTIATING</b>		
	Architect agrees to answer all G.C. questions and RFI'S in a reasonable time frame.	
	Develop scope of work	
	Establish a schedule of values to be used by bidders	
	Review bids	
	Construction cost estimate by C&J Design and Build	
	Construction timeline development - Conceptual	
	C&J will review the bids from up to two licensed General Contractors, not including C&J Design and Build	
<b>ENGINEERING</b>		<b>1600</b>
	Electrical	
	Plumbing / Gas	
	HVAC Manual J and Design and AHRI Cert	
	Drafting	
	Admin	
<b>NOT INCLUDED</b>		
	Survey To Be Provided by CRA	
	Structural Engineering (see note in "Phase One")	
	Truss Engineering (see note in "Phase One")	
	Geotechnical Report nor Soils testing	
	3-D or color renderings	
	Any civic fees, HOA applications, building applications	
	HOA meetings, Zoning meetings	
<b>CONSTRUCTION ADMINISTRATION</b>		<b>3000</b>
	Construction Administration Scope and Fees: We estimate the Construction Administration phase to include Four (4) site meetings, scheduled as follows: Pre-Construction, Post-first Inspection, After Rough Inspection and Final Walkthrough. Each meeting will be documented with photographs, a field report, application review and will contribute to the preparation of the As-Built Drawings, which are included in our base fee. Any additional meetings, services, or revisions beyond this scope, including changes initiated by the CRA or other agencies, will be considered a change in scope of work and will be billed to the CRA at our standard hourly or agreed-upon rates.	
<b>SUB-TOTAL</b>		<b>\$10,500.00</b>
<b>TOTAL</b>		<b>\$10,500.00</b>
<b>INITIAL FEE / RETAINER</b>		<b>\$4,500.00</b>
<b>PROGRESS PAYMENT</b>	<i>Due After Owner approval of Schematic Design via Email or Text or Written Letter</i>	<b>\$3,000.00</b>
<b>FINAL PAYMENT</b>	<i>Due Prior to Sending Digital or Drop off of signed and sealed construction documents</i>	<b>\$3,000.00</b>

### **Scope of Work**

1. Complete set of construction drawings to restore the cottage to its previous condition. Mechanical [HVAC] , Electrical, Plumbing for permitting purposes, Including Site plan, Demo plan, Floor plan, Foundation and Floor Framing plan as required and wall detail, Wall and window sections (as required), MEP plans, and exterior elevations.
2. Survey provided by CRA.
3. Electrical fixture and equipment layout per design coordination with CRA
5. Coordination and review of all window/door product approvals and (any required equipment specifications provided by CRA).
6. Design to be consistent with design intent of CRA.

### **Phase One\_Schematic Design**

C&J Architecture and Interiors will provide research and as built drawings of existing cottage restoration and site conditions

1. See list above

### **Phase Two\_ Design development**

C&J Architecture and Interiors will coordinate all specifications with CRA and verify

### **Phase Three\_ Construction Documentation, Engineering**

C&J Architecture and Interiors will provide the following:

1. See list above
2. Coordination of all required construction documentation and product approvals necessary to give to CRA and General Contractor with the intent of obtaining a building permit from the the City Delray Beach Building Dept.
3. Construction Documents include Architectural, Mechanical, Electrical and Plumbing, Detail and Sections as required for permitting for the Cottage restoration.
4. Signed and Sealed construction documents for the CRA approved restoration ready to be submitted for building permit to the City Delray Beach Building Dept.

### **CRA Responsibilities**

1. Communication with Architect and staff of C&J Architecture and Interiors via text, email, or phone. Response within a reasonable amount of time for questions, adjustments to design, etc.
2. Provide clear concept and ideas via email or in person
3. Provide a survey if required, unless those items are to be overseen by C&J. If C&J is to oversee, CRA will be invoiced separately for those items.

### **Start Date**

Architect / Designer will commenced work upon deposit received and signed design contract.

### **Payment Schedule**

Retainer\_ Upon contract signing

Final payment due prior to submittal of Construction Documentation to the City of Delray Beach Building Dept.

### **Work Schedule**

C&J is estimating a Architectural project time frame of one month to work through construction documents provided clear communication and coordination with CRA is provided. This includes specification for all the finishes (flooring, appliances, plumbing fixtures.

Architect \$300/hour

General Contractor / Designer \$165/hour

\* these are hourly fees if additional work is requested and agreed upon by owner

Administrative \$75/hour

Drafting \$100/hour

Limitation of Liability	
	<p>Either party may terminate this contract for any or no reason. The architect shall be compensated for services rendered up to the point of termination of the contract. In the unlikely event that any dispute leads to litigation, the owner and architect agree to submit to binding arbitration.</p> <p>To the fullest extent permitted by law, the total liability of Architect and Architect's officers, directors, employees, and agents to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages arising out of or in any way related to Architect's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, breach of warranty of Engineer or its officers, directors, employees, agents, or any of them, shall not exceed \$150,000 or the amount paid to Architect for professional services provided under this Agreement, whichever is greater. Client and Architect agree that this limitation of liability clause bears a reasonable commercial relationship to this Agreement and that this limitation is negotiated in large measure to allocate certain risks of Architect. Client agrees that it may obtain a higher limitation of liability for an additional negotiated cost prior to commencement of Architect's professional services under this Agreement.</p> <p>The Client and Architect waive all claims against each other for consequential damages arising out of or relating to the services provided pursuant to this Agreement, including, but not limited to, claims for rental expenses, losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity out of the services of such persons.</p> <p>PURSUANT TO FLORIDA STATUTE § 558.035, AN INDIVIDUAL EMPLOYEE OR AGENT OF CHRISTOPHER JOHNSON ARCHITECT, LLC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS AGREEMENT.</p>

Owner / Owner Representative Signature
<b>Print</b>
<b>Signature</b>
<b>Date</b>