WORK ASSIGNMENT BETWEEN

THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

AND

AGTLAND P.A.

This Work Assignment is entered into this ___ day of _____, 2024, by and between the DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, hereinafter referred to as "CRA" and AGTLAND, P.A., hereinafter referred to as "ARCHITECT".

WITNESSETH:

WHEREAS, the CRA and the ARCHITECT previously entered into an Agreement for Professional Contracting Services dated May 30, 2024, the "Original Agreement"; and

WHEREAS, the CRA and the ARCHITECT are authorized to enter into Work Assignments in order to provide for additional 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 to provide for the ARCHITECT to provide additional services pursuant to the Original Agreement in order to provide for historic house relocation services, as more particularly described in Exhibit "A," which is attached hereto and incorporated herein by reference.

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 additional services as provided in Exhibit "A" to this Work Assignment for the following:

LANDSCAPE ARCHITECTURAL SERVICES 182-186 NW 5TH AVE.

- 3. The Scope of Services for the Project, as provided in the Original Agreement, is hereby amended in order to authorize the ARCHITECT to provide the Scope of Services as described in Exhibit "A" to this Work Assignment, which is attached hereto and incorporated herein by reference.
- 4. The Budget for the Project as stated in the Original Agreement is hereby amended to reflect the additional fees to be paid by the CRA to the

ARCHITECT as indicated in Exhibit "A", to this Work Assignment, which is attached hereto and incorporated herein by reference.

- 5. The Completion Date for the Project as stated in the Original Agreement is hereby amended to provide 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, no later than _90_ days after the CRA executes a written notice-to-proceed or delivery of a property survey, whichever comes last, with additional extensions subject to written approval by the CRA Executive Director after the CRA executes this Work Assignment.
- 6. This Work Assignment is approved contingent upon the CRA's acceptance of and satisfaction with the completion of the services rendered in the 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 the previous phase, or prior Work Assignment, the CRA may terminate the Original Agreement without incurring any further liability.
- 7. 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 his authorized representative.
- 8. The Original Agreement, as may have been modified by prior Work Assignments, and except as modified herein, shall remain in full force and effect.

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

[The remainder of this page intentionally left blank]

CRA: **DELRAY BEACH COMMUNITY** REDEVELOPMENT AGENCY BY: ATTEST ,CRA Board Chair Name: Print Name: I HEREBY APPROVE THIS AGREEMENT AS TO FORM: General Counsel **ARCHITECT:** AGTLAND P.A. BY: _____ Attest: Print Name: _____ Title: _____ Name: (CORPORATE SEAL) STATE OF FLORIDA)ss: COUNTY OF PALM BEACH) The foregoing instrument was acknowledged before me by means of

The foregoing instrument was acknowledged before me by means of ___physical presence or ___online notarization, this ___day of ______, 2024, by ______, as _____ (name of authorized agent or officer, as title of authorized agent or officer), of AGTLAND, P.A., a Florida for profit corporation on behalf of the corporation, and that the corporate seal affixed thereto is the true corporate seal of said corporation. He/She is ___personally known to me or has produced _______ (type of identification) as identification.

Witness my hand and official seal in the County and State last aforesaid this ___day of ______, 2024.

NOTARY PUBLIC

Printed Name

My Commission Expires:

EXHIBIT "A"

LANDSCAPE ARCHITECTURAL SERVICES 182-186 NW 5TH AVE.

I. PROJECT DESCRIPTION

The CRA is requesting landscape architectural services for the property located at 182-186 NW 5th Ave. Services will cover the landscape beautification plans for the entire site

II. SCOPE OF SERVICES

The Architect will provide the following landscape architectural assistance to the CRA

- Site inventory and Analysis to locate the existing trees and vegetation. Develop a schematic landscape plan incorporating CRA goals and City landscape requirements. Plans will illustrate the layout and arrangement of the plant material. The tree disposition plan will be addressed showing trees to remain. The planting palette will be developed using a majority of native species keeping views into site open and inviting.
- 2. Architect will review the Design Development plans with the CRA and respond to all comments.
- 3. Final Tree Disposition Plan indicating trees to remain in place and trees to be removed or relocated. An existing tree chart, notes and specifications will be provided as well as mitigation requirements addressed.
- 4. Final Landscape Planting Plan indicating size, location, quantity, and species of plant materials to be used as well as landscape details and specifications. Any necessary landscape plan calculations will be provided. Architect will provide an itemized scope of work and cost estimate.
- 5. Client Meetings. Architect will review the construction documents with the CRA. ARCHITECT will respond to all client and County comments.
- 6. Work will include time after permit submission such as permitting assistance with landscape contractors, consultation, meetings, bid review, plant selection review, and shop drawing review during the construction phase and inspections and inspection reports.

III. TIME OF PERFORMANCE

The completion dates for the work will be as follows: 12 weeks (or less) from written notice-to-proceed or delivery of recent property survey, whichever comes last.

IV. COMPENSATION

Our proposed fee for the work noted herein will be hourly not to exceed the total amount of Nine Thousand Five Hundred Dollars (\$9,500.00) and No Cents.

AGTLAND, P.A. Proposal is included within Exhibit A for reference.