

**CONSULTING WORK ASSIGNMENT**  
**WORK ASSIGNMENT**  
**BETWEEN**  
**THE DELRAY BEACH**  
**COMMUNITY REDEVELOPMENT AGENCY**  
**AND**  
**SONG & ASSOCIATES, INC.**

This Consulting Work Assignment is entered into this 13 day of Nov 2018, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, hereinafter referred to as "CRA" and **SONG & ASSOCIATES, INC.** hereinafter referred to as "CONSULTANT".

**WITNESSETH:**

WHEREAS, the CRA and the CONSULTANT previously entered into an Agreement for Professional Contracting Services dated **October 1, 2018**, the ("Original Agreement"); and

WHEREAS, the CRA and the CONSULTANT are authorized to enter into Work Assignments in order to provide for additional services to be provided by the CONSULTANT for the CRA, pursuant to the Original Agreement; and

WHEREAS, the CRA and the CONSULTANT desire to enter into this Work Assignment in order to provide for the CONSULTANT to provide additional services pursuant to the Original Agreement, except a modified herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the CRA and the CONSULTANT agree as follows:

1. The "WHEREAS" clauses recited above are hereby incorporated herein by reference.

2. The CRA authorizes the CONSULTANT to perform additional services as provided in this Work Assignment for the following CRA Project:

**95 SW 5<sup>th</sup> Avenue Design**

3. The Scope of Services for the Project, as provided in the Original Agreement, is hereby amended in order to authorize the CONSULTANT to provide the Scope of Services as described on **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 adjustments indicated on **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 CONSULTANT 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 210 days (exclusive of construction) after the CRA executes this Work Assignment, with extensions as approved by the Executive Director of CRA.

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 CONTRACTOR. 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 CONSULTANT may not commence work on any Work Assignment, including this Work Assignment, as approved by the CRA, without a further notice to proceed issued in writing by the CRA Executive Director, or her 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.

ATTEST:

By:

  
Jeff Costello, Executive Director

**DELRAY BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

BY:

  
Shelly Petrolia, Chair

I HEREBY CERTIFY THAT I HAVE  
APPROVED THIS AGREEMENT  
AS TO FORM:

  
General Counsel



## EXHIBIT "A"

### "NAME OF PROJECT"

Song + Associates, Inc. is pleased to provide our proposal for architectural and engineering services for the development of a site located at 95 SW 5<sup>th</sup> Avenue in Delray Beach, Florida. The intent of the project is to provide a design for a building shell that the Delray Beach Community Redevelopment Agency (DB CRA) can lease to local tenants to enhance the quality of the neighborhood.

#### I. PROJECT UNDERSTANDING

The beginning phase of the project will be to design an approximately 3,000 square foot two story building shell. The shell is to be divided into (3) three separate spaces. The second story is to allow for a mezzanine in each of the (3) three areas to be developed. The construction is anticipated to be concrete masonry with stucco finish or tilt up concrete on concrete footings. The concrete slab is to be installed per the future tenant's requirements. The roof structure will be steel bar joist with a torch applied bituminous roofing system over light weight concrete insulation over steel deck. The roof will have a structural slope built into the bar joist.

#### II. SCOPE OF SERVICES

- A. Song + Associates will provide Architectural design services, in addition to Landscape, Civil, including a Survey, Structural, Mechanical, Plumbing, and Electrical engineering services.
- B. We will provide the standard full scope of professional design service phases consisting of Schematic Design, Design Development, Construction Documents, Bidding/ Negotiation assistance and Construction Administration.
- C. **Site Plan Approval and Historic Preservation Board and Planning and Zoning Department review will *not* be required.**
- D. Refer to Exhibit A for Hourly Rate Schedule.
- E. **SCHEMATIC DESIGN PHASE**
  - Develop the Conceptual Diagram (Attachment 2) provided by the DB CRA, into a Schematic Design package so the DB CRA can validate the program and the design.
  - Engage the necessary design consultants for Civil, Mechanical, Electrical, Plumbing, and Structural engineering for document development.
  - Prepare schematic floor plans, elevations, sections and critical building details showing the relationship of project components for Owner approval.
  - Initiate Building Department and Fire Marshall project review discussion to receive their input regarding design review and necessary documentation.
- F. **DESIGN DEVELOPMENT / CONSTRUCTION DOCUMENTS**
  - Upon the DB CRA's review and approval of the Schematic Design deliverables, prepare working drawings and specifications describing in technical detail the construction work to be done: graphically represent and note the materials, equipment, quality of workmanship and finishes required for work to be done.
  - Coordinate and interface with other consulting disciplines of Landscape Architecture, Mechanical, Electrical and Plumbing, Structural and Civil engineering.

- Continue discussions with the Building Department and Fire Marshall to receive their final input regarding design and documentation prior to official permit review.
- Conduct periodic progress meetings with the Owner and Design Consultants.
- Provide the final coordinated set for final Owner review.

**G. PERMIT, BIDDING AND NEGOTIATION ASSISTANCE**

- Assist in the preparation of bid documents
- Respond to Contractor/ Bidder questions and RFI's
- Issue revised documents required by Addenda items
- Review and evaluation of Bidder submittals and qualifications when requested.
- Provide a conformed set of documents incorporating all Building Department and Bidding comments.

**H. CONSTRUCTION ADMINISTRATION**

- Provide responses to Contractor RFI's
- Review and process shop drawings
- Conduct periodic site observation visits to evaluate construction relative to the intent of the documents
- Attend periodic OCA meetings.
- Review payment applications and certifications
- Issue Certificates for Substantial completion with punch list items and Final Pay Application Certificate.

**III. FEES**

Song + Associates, with their consultants will provide the basic and additional design services for the work described herein for a fixed fee amount of Fifty-Six Thousand Eight Hundred Twenty Dollars and No Cents (\$56,820.00).

This fee is based on the following information: For state projects, such as an elementary school or civic projects such as airports or detention facilities, the Florida Department of Management Services (DMS) has developed a fee calculator for Architectural and Engineering design services called the DMS Curve. The DMS Curve Calculator is divided into two major categories, construction cost for the building and additional services for site work such as Civil, Landscaping and Site Surveys.

The DMS Curve is then subdivided into seven levels of complexity. Ranging from Group Level A, Considerably More than Average Complexity, such as complex laboratories to Level G, Building Engineering Services, such as mechanical, electrical and structural projects not exceeding \$1,000,000 in construction cost.

Complexity Group E, which is for Less than Average Complexity, is for buildings such as apartment buildings or office buildings with undefined interior space (open for later partitioning). With a construction cost budget of \$600,000.00 the DMS Curve recommends a fee of \$43,820.00 for basic services. Group E's fee is 7.30% of the construction costs of the building. We are proposing this fee for basic services, which would include Architectural, Structural and Mechanical, Electric (including Security and IT) and Plumbing.

Additional Services for site work: Landscape Architecture, Civil and the Site Survey would be an additional \$13,000.00. Refer to Additional Services below for a breakdown of these fees.

This fee amount is further described as follows:

**Basic Services**

A. Basic Services for Architectural / Structural / MEP (including Security and IT). \$ 42,820.00

**Additional Services**

B. Landscape	\$	3,500.00
C Civil Engineering	\$	5,000.00
D Survey	\$	4,500.00
<hr/>		
Subtotal	\$	56,820.00
E. Reimbursable (Allowance)	\$	2,000.00
<hr/>		
<b>Grand Total</b>	<b>\$</b>	<b>58,820.00</b>

**Phase Apportionment and Schedule**

Schematic Design Phase	SD	15%	30 days	\$	8,523.00
Design Development Phase	DD	20%	30 days	\$	11,364.00
Construction Document Phase (50%)	CD100	40%	30 days	\$	22,728.00
Permit/Bid/GMP	BD	5%	60 days	\$	2,841.00
Construction Administration Phase	CA	20%	180 days	\$	11,364.00
	<b>Total</b>		<b>390 days</b>	<b>\$</b>	<b>56,820.00</b>

All Services will be invoiced monthly based on the percentage of work completed.

The following A&E services not included in this proposal are:

1. LEED or other Sustainability Certification (As standard practice the design team will incorporate sustainable principles in the project documentation as part of our basic fee.)
2. Site Plan Approval by the Planning and Zoning and the Historic Preservation.
3. Interior construction such as partition types, ceiling, floor and wall finishes, interior doors and view panels. Also no interior mechanical, electrical or plumbing will be required. Only infrastructure of each leasable spaces is to be provided.
4. Fire Protection Sprinklers are not included in the scope.

**IV. OWNER RESPONSIBILITIES**

The Client will provide to the Architect pertinent information documents and drawings in Microsoft Word and AutoCAD electronic form (where available).

**V. ALLOWANCES**

The Architect shall be paid for all normal reimbursable expenses such as, but not limited to, printing, reproductions, postage, mileage, special delivery, detailed Probable Cost estimates, and supplemental 3D renderings invoiced at cost with no mark-up, in addition to the basic compensation as shown above.

**SONG + ASSOCIATES, INC.**  
**Hourly Rate Schedule**  
**Per the DB CRA Continuing**  
**Service Contract**

Principal	\$200.00
Sr. Architect	\$180.00
Sr. Project Manager	\$185.00
Project Manager	\$135.00
Project Coord	\$125.00
Sr. Designer	\$125.00
Interior Designer	\$120.00
Sr. Construction Administrator	\$185.00
Construction Administrator	\$135.00
AutoCAD OP I	\$ 95.00
Clerical	\$ 65.00

**FIRST AMENDMENT TO THE WORK ASSIGNMENT  
BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY  
AND SONG & ASSOCIATES, INC.**

**THIS FIRST AMENDMENT TO THE WORK ASSIGNMENT** ("First Amendment") is made and entered into as of the 1<sup>st</sup> day of June, 2020, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public agency created pursuant to Section 163, Part III, Florida Statutes, (hereinafter referred to as the "CRA"), and **SONG AND ASSOCIATES, INC.** (hereinafter referred to as "CONSULTANT").

**WITNESSETH:**

**WHEREAS**, the CRA and the CONSULTANT previously entered into a Work Assignment for the design at 95 SW 5<sup>th</sup> Avenue (the "Project") dated November 13, 2018, (the "Original Work Assignment"); and

**WHEREAS**, the CRA and CONSULTANT agree to enter into this First Amendment in order to extend the timeline for the CONSULTANT to complete the Project and amend the Scope of Services by specifically amending Exhibit "A"; and

**NOW THEREFORE**, in consideration of the promises, mutual covenants, provisions, and undertakings hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the recitals set forth above are true and correct and are incorporated herein by reference.



2. Exhibit "A" of the Original Work Assignment is hereby amended by Amended Exhibit "A" attached to this First Amendment, for the CONSULTANT to provide additional services for the Project.

3. Section 5 of the Original Work Assignment is hereby amended in its entirety as follows:

*(5) The Completion Date for the Project as stated in the Original Work Assignment is hereby amended to provide for the CONSULTANT to complete the Scope of Services described in Exhibit "A", as amended by Amended Exhibit "A", attached to this First Amendment, no later than seven hundred twenty (720) days from execution of this First Amendment. The Original Work Assignment, as amended, may be extended, subject to a written amendment signed 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.*

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

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

[This Space is Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Work Assignment on the date first written above

DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

By: [Signature]  
Shelly Petrolia, Chair

ATTEST:

[Signature]  
Renée A. Jadusingh, Esq.  
CRA Executive Director

APPROVED TO FORM:

[Signature] 6-1-20  
CRA General Counsel

ATTEST:

SONG & ASSOCIATES, INC.  
a Florida corporation

By: [Signature]  
Print Name: YOUNG LEE

By: [Signature]  
Title: JILL LANIGAN, PRINCIPAL

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )ss:

The foregoing instrument was acknowledged before me by means of X physical presence or     online notarization, this 29 day of May, 2020, by JILL LANIGAN, as PRINCIPAL (name of officer or agent, title of officer or agent), of Song & Associates, Inc., a Florida corporation, on behalf of the limited liability company. He/She is personally known to me, or has produced     (type of identification) as identification



Perry Douglass  
Comm. #GG955662  
Expires: May 1, 2024  
Bonded Thru Aaron Notary

[Signature]  
Signature

Perry Douglass  
Name and Title

GG 955662  
Commission Number



May 19, 2020

Ms. Tara Toto  
20 North Swinton Avenue  
Delray Beach, Florida 33444

RE: 95 SW 5th Ave Development  
**Adjusted Scope of Work #1 – Including Additional Services for Site Plan Approval**

Dear Ms. Toto,

Song + Associates, Inc. respectfully requests approval of this Adjusted Scope of Work with Additional Services proposal for professional services related to the following changes in the scope of work.

1. **Changes to Proposed Building Size and Form:** The original proposed contract scope and fees dated December 10, 2018 described a new, 3,000 square feet, two-story building to be constructed as a shell building for future interior build-out for retail or office use. The building was proposed to be located on the western portion of the site with the existing surface parking area to remain. During the course of design, with direction by the owner, the building second floor was expanded to create a covered parking area below the building. The approved design has a proposed square footage of enclosed space (not including the covered parking) of 7,514 square feet, a 249.3% increase in building size. The covered parking garage is approximately 2,814 square feet.
2. **Site Plan Approval Submittal:** The preparation of documents to be submitted for Site Plan Approval, was not required under the original contract between Song + Associates and the Delray Beach CRA. The additional services to be covered under this agreement include Architectural, Civil, Landscape, and MEP drawings associated to the subject property.

**I. ADJUSTED SCOPE OF SERVICES AND ADDITIONAL SERVICES:**

**A. Changes to Proposed Building Size and Form**

The above described changes to the building form and increase in square footage area require additional architectural, structural, and MEP design services. The construction documents have been developed in accordance with the above described scope to a 50% level of development. The proposed additional services fees reflect the additional work required for the increased scope. The additional proposed fees will be apportioned as required to the remaining phases of Construction Documents, Permitting/Bidding, and Construction Administration.

Structural engineering changes include the expanded building foundation and structural design to span over the new parking area and support the second-floor level and roof above.

Mechanical, Electrical, and Plumbing design calculations are required for the expansion in building size.

**Song + Associates, Inc.**  
Architecture • Planning • Interior Design  
AA003165 / IB0001095

1545 Centrepark Drive  
West Palm Beach, Florida 33401  
T: 561.655.2423 F: 561.655.1482

American Institute of Architects / NCARB

## **B. Site Plan Approval**

In order to obtain approval of the proposed facility and site construction on the subject property, the City of Delray Beach Planning + Zoning Department requires the project be submitted to the Technical Advisory Committee (TAC) for Site Plan Approval.

### Task 1: Architecture

- a. Prepare and coordinate with consultants' documents the information required to submit the plans for the Site Plan Application.
- b. Make adjustments to the site boundary which consist of modifications to the property line to include a 5'-0" dedication from SW 5<sup>th</sup> Ave to widen the public ROW (the ultimate ROW of SW 5<sup>th</sup> Ave is 50') as required by the city, including modification to the 20' corner clip at the southwest property corner, by CBD rules.
- c. Additional conceptual design as requested by the Delray Beach CRA to enhance the building facades.
- d. 3D Renderings as required for the Site Plan Application submittal.
- e. Meetings held at the Delray Beach CRA office to coordinate and review the above.

### Task 2: Survey

- a. Boundary Survey and Title Exception Review are *not* required.
- b. Topographic survey elevations will be shown at 50-foot grid; accessible invert elevations will be shown.
- c. Location of underground utilities is based on Consultant's designations. Consultant cannot guarantee that all utilities will be located.
- d. If Title of Opinion is not performed or provided, Client assumes liability for missing recorded information.
- e. Preparation of sketch and legal descriptions for easements of any kind and right of way dedication are specifically excluded from this proposal.

### Task 3: Civil Engineering

- a. Consultant shall provide changes to the civil engineering plans as required by the major changes to the architectural site plan.
- b. Civil engineering services for offsite improvements are not included herein.
- c. Consultant shall provide grading from existing pavement and/or walkways, drainage system as may be required, potable water and/or sanitary sewer services only.
- d. Bidding Assistance shall not be provided by Miller Legg.
- e. Preparation of a Project Manual shall be provided by Client; Consultant shall provide work scope related specification sections on the construction documents only, if require.
- f. Site Lighting onsite and offsite are specifically excluded from this proposal.
- g. Plans and specifications for a required Bus Shelter are specifically excluded from this proposal.

Task 4: Landscape Architecture

- a. Tree mitigation plans are required to obtain a Tree/Scrub/Vegetation Removal Permit and are provided in this proposal.

**II. PROFESSIONAL FEES**

This fee is based on the DMS Curve **Complexity Group E**, *buildings with Less than Average Complexity, is for buildings such as apartment buildings or office buildings with undefined interior space (open for later partitioning)*. With a probable construction cost of \$1,577,940.00 for air-conditioned space, and \$281,400.00 for covered parking space, the DMS Curve recommends a fee of \$130,264.00 for basic services. Group E's fee is established as 6.90% (air-conditioned space), and 7.60% (covered parking space) of the construction costs of the building. Additional services to cover the Site Plan Approval process will be in the amount of \$7,500.00, plus \$1,000.00 allowance for reimbursables.

Nevertheless, the previous contract fees were \$58,820.00, of which \$31,251.00 has been paid by the CRA of Delray Beach. The resulting fee from the information above is **\$120,923.00.00** and is itemized in **Table 1**. We are proposing this fee for basic services, which would include Architectural, Structural and Mechanical, Electric (including Photometrics, Security and IT) and Plumbing.

Additional Professional Services include necessary project management coordination and consultant services for site work: Landscape Architecture, Civil and Irrigation and Site Plan Approval process totaling **\$35,345.00** in fees and **\$5,300.00** in allowances. Refer to supplement **Table 1** for a breakdown of these fees.

*Note: The Probable Project cost is based on a price per square foot calculation to determine professional fees and does not constitute a cost estimate for construction purposes. Site conditions, current market construction rates, and local regulations and requirements may have an impact on the actual cost of construction.*

**III. SCHEDULE**

At the time of this writing, the design documents have been submitted for Site Plan Approval and review comments have been received from the City of Delray Beach. It is anticipated that the project will require at least one public meeting for approval of the Site Plan. At this time, the City is under restrictions due to COVID 19 and this may impact the scheduling of public meetings and the review process. Song + Associates continues to operate and will facilitate online meetings to continue the review process subject to availability of City staff and the staff of other agencies.

Once site plan approval is obtained, we will require approximately 4 weeks for completion of construction documents for building permit submittal.

Acceptance of this proposal may be indicated by the signature of the duly authorized official of the Delray Beach CRA in the space provided below. Returning an executed copy of this proposal to our office will indicate agreement between the two parties. Song + Associates will await a contract agreement as prepared by the Delray Beach CRA.

We appreciate this opportunity and look forward to continuing to serve the Delray Beach CRA.

Sincerely,



Jill Lanigan,  
Principal  
cc: JoAnn Brent, S+A; Eduardo Pagán, S+A

Accepted By: \_\_\_\_\_ Title: \_\_\_\_\_

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

<b>Supplement A - TABLE 1</b>				
<b>95 SW 5th Ave, Delray Beach, FL</b>				
<b>Area</b>		<b>Original Contract Nov-19 Cost / Sq. Ft.</b>	<b>Adjusted Scope of Work Apr-20 Cost / Sq. Ft.</b>	<b>Allowances</b>
a/c				
non-a/c		\$200	\$210	
		\$0	\$100	
<b>DMS Group E - Values</b>		<b>% of Const Cost</b>	<b>% of Const Cost</b>	
a/c square feet		7.30%	6.90%	
non-a/c square feet			7.60%	
		<b>Sq. Ft.</b>	<b>Sq. Ft.</b>	
a/c square feet		3,000	7,514	
non-a/c square feet		0	2,814	
<b>Probable Construction Cost</b>				
Building	\$210/sf	\$600,000.00	\$1,577,940.00	
Covered Parking	\$100/sf	\$0.00	\$281,400.00	
<b>Assumed Project Cost</b>		<b>\$600,000.00</b>	<b>\$1,859,340.00</b>	
<b>Basic Services</b>				
Architectural / Structural / MEP (Including security and IT, Photometrics Plan)	Building	\$42,820.00	\$108,877.86	
	Covered Parking	\$0.00	\$21,386.40	
Reimbursable (Allowance)		\$2,000.00		\$1,000.00
<b>Total</b>		<b>\$44,820.00</b>	<b>\$130,264.26</b>	<b>\$1,000.00</b>
<b>Additional Professional Services</b>				
Landscape + Irrigation		\$3,500.00	\$8,740.00	
Civil Engineering		\$5,000.00	\$14,605.00	
Survey		\$4,500.00	\$4,500.00	
Miscellaneous Construction Services		\$0.00		\$2,300.00
Planning Meeting Attendance		\$0.00		\$1,500.00
Reimbursable Expenses		\$0.00		\$500.00
Site Plan Approval		\$0.00	\$7,500.00	
<b>Total</b>		<b>\$13,000.00</b>	<b>\$35,345.00</b>	<b>\$4,300.00</b>
<b>Proposed Professional Fees - Based on Group E of the DMS Curve</b>				
<b>Total Fees</b>		<b>\$56,820.00</b>	<b>\$165,609.26</b>	<b>\$5,300.00</b>
<b>Fee Appointment by Phase</b>				
<b>Phase</b>		<b>Original</b>	<b>New</b>	<b>Allowances</b>
SD - Schematic Design	15%	\$8,523.00	\$24,841.39	
DD - Design Development	20%	\$11,364.00	\$33,121.85	
CD - Construction Documents	40%	\$22,728.00	\$66,243.70	
BD - Permit/Bid/GMP	5%	\$2,841.00	\$8,280.46	
CA - Construction Administration	20%	\$11,364.00	\$33,121.85	
<b>Subtotal</b>	<b>100%</b>	<b>\$56,820.00</b>	<b>\$165,609.26</b>	<b>\$5,300.00</b>
Fees earned and received		\$31,251.00	<b>Credited \$31,251.00</b>	
<b>Proposed Fee</b>			<b>\$134,358.00</b>	<b>\$5,300.00</b>
<b>10% Additional Courtesy Discount</b>			<b>\$13,435.00</b>	
<b>Total Proposed Fees</b>			<b>\$120,923.00</b>	<b>** \$5,300.00</b>
<b>Total Services Including Allowances</b>			<b>\$126,223.00</b>	
Total Project Fees including credited amounts			\$157,474.00	
<b>Footnotes</b>				
**Allowances are above basic fee (Adjusted Scope of Work) and will only be used when approved by the City of Delray Beach for the intended services.				

$5 \text{ (A)} = 170,909.26$   
 $31,251.00$   


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 $139,658.26$   
 $13,435.00$   


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 $126,223.26$

**Supplement B - Engineering Breakdown** as required by the CRA of Delray Beach

TASK NUMBER	TASK	LUMP SUM FEE	HOURLY NTE FEE
<b>ENGINEERING TASKS</b>			
Task 1	Additional Surveying	\$1,500.00	--
Task 2	Civil Engineering Plans, Permitting	\$4,500.00	--
Task 3	Composite Utility Plan	\$1,500.00	--
Task 4	Engineering Construction Services		
a.	Pre-construction	\$1,000.00	--
b.	Construction Observation	\$3,200.00	--
c.	Statement of Work Completion	\$500.00	--
d.	Surface Water Management Certification	\$500.00	--
e.	Miscellaneous Construction Services	--	\$2,000.00
	<b>Engineering tasks subtotal</b>	<b>\$12,700.00</b>	<b>\$2,000.00</b>
<b>LANDSCAPE ARCHITECTURE TASKS</b>			
Task 5	Landscape & Irrigation Plans	\$3,500.00	--
Task 6	Certified Arborist Consulting Services	\$1,600.00	--
Task 7	Landscape and Irrigation Construction Observation	\$2,000.00	--
Task 8	Landscape Statement of Work Completion	\$500.00	--
	<b>Landscape Architecture tasks subtotal</b>	<b>\$7,600.00</b>	<b>\$0.00</b>
<b>Miscellaneous</b>			
Task 9	Planning Meeting Attendance	--	\$1,500.00
Task 10	Reimbursable Expenses	--	\$500.00
	<b>TOTAL FEE</b>	<b>\$20,300.00</b>	<b>\$4,000.00</b>



**SECOND AMENDMENT TO THE WORK ASSIGNMENT  
BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY  
AND SONG & ASSOCIATES, INC.**

**THIS SECOND AMENDMENT TO THE WORK ASSIGNMENT** ("Second Amendment") is made and entered into as of the 8<sup>th</sup> day of March, 2021, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public agency created pursuant to Section 163, Part III, Florida Statutes, (hereinafter referred to as the "CRA"), and **SONG & ASSOCIATES, INC.** (hereinafter referred to as "CONSULTANT").

**WITNESSETH:**

**WHEREAS**, the CRA and the CONSULTANT previously entered into a Work Assignment for the design at 95 SW 5<sup>th</sup> Avenue (the "Project") dated November 13, 2018, (the "Original Work Assignment"); and

**WHEREAS**, the CRA and the CONSULTANT previously entered into a First Amendment to the Original Work Assignment on June 1, 2020; and

**WHEREAS**, the CRA and the CONSULTANT desire to enter into this Second Amendment for the CONSULTANT to provide additional services; and

**NOW THEREFORE**, in consideration of the promises, mutual covenants, provisions and undertakings hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the recitals set forth above are true and correct and are incorporated herein by reference.

2. Exhibit A of the Original Work Assignment is hereby amended to include the additional services stated in the Additional Services Exhibit "A" attached to this Second Amendment, for the CONSULTANT to provide said additional services for the Project.

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

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

**[This Space is Intentionally Left Blank; Signature Page to Follow]**

IN WITNESS OF THE FOREGOING, the parties have executed this Second Amendment to the Work Assignment on the date first written above.

DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

BY: Shirley E. Johnson  
Shirley E. Johnson, Chair

ATTEST  
By: Renee A. Jadusingh, Esq.  
Renee A. Jadusingh, Esq.  
Executive Director

APPROVED AS TO FORM:  
Yeny  
CRA Legal Advisor

ATTEST: **SONG & ASSOCIATES, INC.**  
a Florida corporation  
By: [Signature]  
Print Name: ROBERT CASTROVINCI Title: PRINCIPAL

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 3 day of MARCH, 2021, by JILL LANIGAN, as PRINCIPAL (name of officer or agent, title of officer or agent), of Song & Associates, Inc., a Florida corporation, on behalf of the limited liability company. He/She is personally known to me or has produced     (type of identification) as identification



Perry Douglass  
Comm. # GG955662  
Expires: May 1, 2024  
Bonded Thru Aaron Notary

[Signature]  
Signature  
PERRY DOUGLASS  
Name and Title  
GG955662  
Commission Number

**AMENDED EXHIBIT "A"**



December 7, 2020

Ms. Tara Toto  
20 North Swinton Avenue  
Delray Beach, Florida 33444

RE: 95 SW 5th Ave Development  
**Additional Services #2 – Architectural Site Plan, Civil Engineering and Landscape Revisions**

Dear Ms. Toto,

Song + Associates, Inc. respectfully requests approval of these Additional Services proposal for revisions to the Civil Engineering and Landscape Services as required by the City of Delray Beach Site Plan Approval Process.

**I. PROJECT UNDERSTANDING:**

**Design of Site improvements not included in original scope of work:** In order to obtain Site Plan Approval, some right-of-way site improvements have been requested by the City of Delray Beach, and must be produced to conform with the Land Development Regulations established by the City. Song and Associates, Inc. shall make the Site Plan alterations and update all pertinent documents to address the City's Planning Department request. Consultant shall provide changes to the Civil Engineering and Landscape plans as required to include site design which is a change to the original scope of work. Services for such site improvements will include the following tasks:

**Task 1: Architecture**

- a. Site Plan modifications to include enhancements of sidewalks
- b. Prepare and coordinate, with consultants' documents, the information required to submit the plans for the Site Plan Application.
- c. Update 3D Renderings as required for the Site Plan Application submittal.
- d. Meetings held via Zoom with the Delray Beach CRA office and the City of Delray Beach Planning staff to coordinate and review the above.

**Task 2: Civil Engineering**

- a. Regrading of new sidewalks
- b. Preparation of a sketch and legal for the purposes of establishing a 1.0-foot sidewalk easement along the property frontage on SW 1st St.

**Task 3: Landscape Architecture**

- a. Additional trees, and re-design of landscaped areas along SW 1<sup>st</sup> Street to include sodded areas, street trees, shade trees, and planter/container trees along SW 5<sup>th</sup> Ave to provide some shade on sidewalk.

**Song + Associates, Inc.**  
Architecture • Planning • Interior Design  
AA003165 / IB0001095

1545 Centrepark Drive  
West Palm Beach, Florida 33401  
T: 561.655.2423 F: 561.655.1482

American Institute of Architects / NCARB

**II. PROFESSIONAL FEES:**

Fees amount to a lump sum of \$4,500.00 for the services described above, detailed below.

- a. Architecture fees: \$1,000.00
- b. Civil and Landscape fees: \$3,500.00.

**III. SCHEDULE:**

At the time of this writing, the design documents have been submitted for Site Plan Approval and review comments have been received from the City of Delray Beach. It is anticipated that the project will require at least one public meeting for approval of the Site Plan. At this time, the City is under restrictions due to COVID 19 and this may impact the scheduling of public meetings and the review process. Song + Associates continues to operate and will facilitate online meetings to continue the review process subject to availability of City staff and the staff of other agencies.

Once site plan approval is obtained, we will require approximately 8 weeks for completion of construction documents for building permit submittal.

Acceptance of this proposal may be indicated by the signature of the duly authorized official of the Delray Beach CRA in the space provided below. Returning an executed copy of this proposal to our office will indicate agreement between the two parties. Song + Associates will await a contract agreement as prepared by the Delray Beach CRA.

We appreciate this opportunity and look forward to continuing to serve the Delray Beach CRA.

Sincerely,



Jill Lanigan,  
Principal

cc: Jorge R. Luaces, AIA, S+A; JoAnn Brent, S+A; Eduardo Pagán, S+A

Accepted By: \_\_\_\_\_ Title: \_\_\_\_\_

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

**THIRD AMENDMENT TO THE WORK ASSIGNMENT  
BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY  
AND SONG & ASSOCIATES, INC.**

THIS THIRD AMENDMENT TO THE WORK ASSIGNMENT ("Third Amendment") is made and entered into as of the 16 day of July, 2021, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public agency created pursuant to Section 163, Part III, Florida Statutes, (hereinafter referred to as the "CRA"), and **SONG & ASSOCIATES, INC.** (hereinafter referred to as "CONSULTANT").

**WITNESSETH:**

**WHEREAS**, the CRA and CONSULTANT previously entered into a Work Assignment for the design at 95 SW 5<sup>th</sup> Avenue (the "Project") dated November 13, 2018, (the "Original Work Assignment"); and

**WHEREAS**, the CRA and CONSULTANT entered into a First Amendment to Work Assignment dated June, 2020 for additional design and consulting services required for site plan approval ("First Amendment"); and

**WHEREAS**, the CRA and CONSULTANT entered into a Second Amendment to Work Assignment executed March 8, 2021 for additional civil, architectural and landscape design services to finalize the design and move forward with the project through to completion of construction ("Second Amendment"); and

**WHEREAS**, the CRA and CONSULTANT agree to enter into this Third Amendment in order for the CONSULTANT to perform additional survey services required for required right of way dedication for an amount not to exceed \$3,000.00, as described in Exhibit "A" attached hereto; and

**NOW THEREFORE**, in consideration of the promises, mutual covenants, provisions, and undertakings hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the recitals set forth above are true and correct and are incorporated herein by reference.
2. The Original Work Assignment is hereby amended by the CONSULTANT's proposal attached to this Third Amendment as Exhibit "A", for the CONSULTANT to provide additional survey services related to the required right of way dedication for an amount not to exceed \$3,000.00.
3. That except as amended herein, the CRA and CONSULTANT ratify, approve, and reaffirm the terms of the Original Work Assignment, and the Original Work Assignment shall remain in full force and effect, except as amended herein.
4. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Work Assignment, the First Amendment, the Second Amendment, or this Third Amendment, this Third Amendment shall control to the extent of any such conflict or ambiguity.

[This Space is Intentionally Left Blank; Signature Page to Follow]



IN WITNESS WHEREOF, the parties have executed this Third Amendment to the Work Assignment on the date first written above

**DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**

By: Shirley E. Johnson  
Shirley E. Johnson, Chair

ATTEST:

Renee A. Jadusingh  
Renee A. Jadusingh, Esq.  
CRA Executive Director

APPROVED TO FORM:

[Signature]  
CRA General Counsel

ATTEST:

**SONG & ASSOCIATES, INC.**  
a Florida corporation

By: [Signature]  
Print Name: JORGIE FUENTES

By: [Signature]  
Title: PRINCIPAL

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) ss:

The foregoing instrument was acknowledged before me by means of X physical presence or      online notarization, this 16 day of JULY, 2021, by ROBERT M. CASTROVINCI, as PRINCIPAL (name of officer or agent, title of officer or agent), of Song & Associates, Inc., a Florida corporation, on behalf of the limited liability company. He/She is personally known to me or has produced      (type of identification) as identification



Perry Douglass  
Comm. #GG955662  
Expires: May 1, 2024  
Bonded Thru Aaron Notary

[Signature]  
Signature  
PERRY DOUGLASS  
Name and Title  
4955662  
Commission Number

**EXHIBIT 'A'**



June 1, 2021

Ms. Tara Toto  
20 North Swinton Avenue  
Delray Beach, Florida 33444

RE: Delray Beach CRA  
95 SW 5th Ave Development  
**Additional Services #3 – Architectural Site Plan, Civil Engineering and Landscape Revisions**

Dear Toto:

Song + Associates, Inc. respectfully requests approval of Additional Services to have our Civil Consultant, Miller Legg, prepare two (2) separate sketches and legal descriptions as delineated on attached Exhibit A: (1) establish a 5' strip right-of-way along SW 5<sup>th</sup> Avenue Street & establish a corner chord for right-of-way at the intersection of SW 5<sup>th</sup> Avenue and SW 1<sup>st</sup> Street. Our consultant shall also update the survey to first show the proposed right-of-way and later reflect recorded right-of-way and easements once recorded. The Client/Owner will be responsible for preparation and recording right-of-way and easement documents into Palm Beach County records.

**I. PROFESSIONAL FEES**

The proposed net change to our contract amount will be as follows:

Current Contract Amount	\$	130,723.00	
Additional Service Fee Amendment #3			\$ 3,000.00
<b>Proposed Revised Contract Amount</b>	<b>\$</b>		<b>133,723.00</b>

**Song + Associates, Inc.**  
Architecture • Planning • Interior Design  
AA003165 / IB0001095

1545 Centrepark Drive North  
West Palm Beach, Florida 33401  
T : 561.655.2423 F : 561.655.1482

American Institute of Architects / NCARB

Acceptance of this Proposal may be indicated by the signature of a duly authorized official of the Delray Beach CRA in the space provided below. The return of a signed copy of this Proposal to our office will serve as an agreement between the parties and as a Notice to Proceed. We appreciate this opportunity and look forward to your consideration of this proposal.

Sincerely,



Robert Castrovinci, AIA NCARB  
Principal

cc: Jo Ann Brent, S+A; Jo Ann Brent, S+A; File

Accepted By: \_\_\_\_\_ Title: \_\_\_\_\_

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



**REINSTATEMENT AND FOURTH AMENDMENT TO THE WORK  
ASSIGNMENT BETWEEN THE DELRAY BEACH COMMUNITY  
REDEVELOPMENT AGENCY AND SONG & ASSOCIATES, INC.**

THIS **REINSTATEMENT AND FOURTH AMENDMENT TO THE WORK  
ASSIGNMENT** ("Fourth Amendment") is made and entered into as of the 25 day of April, 2023, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT  
AGENCY**, a public agency created pursuant to Section 163, Part III, Florida Statutes, (hereinafter referred to as the "CRA"), and **SONG & ASSOCIATES, INC.** (hereinafter referred to as "CONSULTANT").

**WITNESSETH:**

**WHEREAS**, the CRA and CONSULTANT previously entered into a Work Assignment for the design at 95 SW 5<sup>th</sup> Avenue (the "Project") dated November 13, 2018, (the "Original Work Assignment"); and

**WHEREAS**, the CRA and CONSULTANT entered into a First Amendment to Work Assignment dated June, 2020 to extend the timeline for the CONSULTANT to complete the project and for additional design and consulting services required for site plan approval ("First Amendment"); and

**WHEREAS**, the CRA and CONSULTANT entered into a Second Amendment to Work Assignment executed March 8, 2021 for additional civil, architectural and landscape design services to finalize the design and move forward with the project through to completion of construction ("Second Amendment"); and

**WHEREAS**, the CRA and CONSULTANT entered a Third Amendment, on July 16, 2021, in order for the CONSULTANT to perform additional survey services required for required right of way dedication ("Third Amendment"); and

**WHEREAS**, the CRA and CONSULTANT agree to enter into this Fourth

Amendment in order to reinstate the Original Work Assignment, extend the timeline for the CONSULTANT to complete the Project, and amend the Scope of Services for the CONSULTANT to perform additional site geotechnical exploration services to provide a geotechnical engineering report as required for the general site preparation and the structural foundation design for an amount not to exceed \$3,570.00, as described in Exhibit "A" attached hereto.

**NOW THEREFORE**, in consideration of the promises, mutual covenants, provisions, and undertakings hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the recitals set forth above are true and correct and are incorporated herein by reference.

2. Effective as of April 25, 2023, the CRA and CONTRACTOR hereby reinstate the Original Work Assignment and agree to amend Section 5 of the Original Work Assignment to extend the Complete Date for the Project to no later than September 30, 2024.

3. The Original Work Assignment Scope of Services is amended for the CONSULTANT to perform additional site geotechnical exploration services to provide a geotechnical engineering report as required for the general site preparation and the structural foundation design for an amount not to exceed \$3,570.00, as described in Exhibit "A" attached hereto.

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

5. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Work Assignment, the First Amendment, the Second Amendment, Third Amendment or this Fourth Amendment, this Fourth Amendment shall control to the extent of any such conflict or ambiguity excluding any terms and conditions from any third parties or subcontractors.

[This Space is Intentionally Left Blank; Signature Page to Follow]





**EXHIBIT "A"**



October 10, 2022

Mr. Ivan Cabrera  
20 North Swinton Avenue  
Delray Beach, Florida 33444

RE: Architectural Design & Engineering Services for Delray Beach CRA  
95 SW 5th Ave Development  
**Additional Services Proposal #5 – Site Geotechnical Engineering Investigation**

Dear Mr Cabrera:

Song + Associates, Inc. respectfully requests approval of this Additional Service proposal for Site Geotechnical Exploration Services to provide a Geotechnical Engineering Report for the above mentioned project; as required for the general site preparation and the structural foundation design.

Further scope clarification can be found in the attached proposal.

**I. PROFESSIONAL FEES**

The proposed net change to our contract amount will be as follows:

Current Contract Value	\$	204,216.66
Additional Service Fee – Site Geotechnical Engineering Investigation	\$	2,975.00
Architect Sub-Consultant Coordination (20%)	\$	595.00
<b>Proposed New Contract Amount</b>	<b>\$</b>	<b>207,786.66</b>

**Song + Associates, Inc.**  
Architecture • Planning • Interior Design  
AA003165 / IB0001095

1545 Centrepark Drive North  
West Palm Beach, Florida 33401  
T : 561.655.2423 F : 561.655.1482

American Institute of Architects / NCARB

Acceptance of this Proposal may be indicated by the signature of a duly authorized official of Delray Beach CRA in the space provided below. The return of a signed copy of this Proposal to our office will serve as an agreement between the parties and as a Notice to Proceed. We appreciate this opportunity and look forward to your consideration of this proposal.

Sincerely,



---

Henrique Certad, LEED AP  
Project Manager

cc: Lisa Centeno, Rob Castrovinci, S+A, File

Accepted By: \_\_\_\_\_ Title: \_\_\_\_\_

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



Geotechnical & Construction Materials  
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October 6, 2022

Song + Associates, Inc.

Attn: Mr. Henrique Certad

1545 Centrepark Drive North

West Palm Beach, FL 33401

Phone: 561.655.2423x121/ Cell: 786.344.8928/ Email: hcertad@songandassociates.com

Re: Proposal/Agreement for Geotechnical Exploration Services

Delray CRA Office Building

95 SW 5<sup>th</sup> Avenue

Delray Beach, FL 33444

Dear Mr. Certad:

Nutting Engineers of Florida, Inc. (NE) is pleased to present this proposal/agreement for performing geotechnical engineering services at the referenced project.

Per our conversation on October 14, 2022 and review of the survey provided, we understand that plans for this project include constructing a two-story 7,000 square foot office building at the referenced site. Additional improvements will include asphalt paved parking and drive areas. Based on your request for proposal and our understanding of the project, we propose the following scope of work and fee schedule.

#### **SCOPE OF WORK**

We propose to perform three Standard Penetration Test (SPT) borings in general accordance with ASTM D-1586 specifications to a depth of 25 feet in the area of the proposed building.

At the completion of the on-site work, the soil samples will be returned to our laboratory. We will provide an engineering report including a description of our findings and general site preparation and foundation design recommendations for support of the proposed construction. In order to provide information concerning the engineering properties of the soils encountered, it is anticipated that tests may be performed to determine natural water content, organic content, and sieve analysis on representative soil samples collected from the site. The engineering report will include graphic logs of the test borings and a test boring location plan. We assume the site is accessible to truck mounted drilling equipment and that underground utilities will be cleared by others prior to our performing the on-site work.



**FEE SCHEDULE**

The above-indicated scope of work will be performed for an estimated cost of \$2,975.00 based on the following rates and quantities:

Tech. site visit, boring layout, utility clearance	Lump Sum	\$150.00
Mobilization of equipment/crew	1 @ \$250.00	\$250.00
SPT borings* (truck mounted drill rig)	Lump Sum	\$950.00 (min)
Casing	Lump Sum	\$375.00
Soil classification/ laboratory analysis	Lump Sum	\$150.00
Project Engineer	Lump Sum	\$900.00
Principal Engineer	Lump Sum	\$150.00
Project administration/ clerical	Lump Sum	\$50.00

\*If loose or deleterious soil is encountered it may be necessary to extend the soil boring(s).

Additional requested and authorized services beyond those described above will be provided at customary unit rates with expenses at cost +20%. Also, the above rates are based on normal business hours. If this work requires night/ weekend hours, the unit rates will be increased by 1.5.

**Construction Materials Testing (as may be required):**

- Pile monitoring - \$75.00/hour
- Proctors - \$160.00/test
- Density tests - \$35.00/test (5 min/trip)
- Concrete cylinders - \$95.00/set
- Trip charge - \$75.00/ea. (if required)
- Bearing capacity completion letter - \$150.00
- Clerical/ Admin. - \$50.00/hour
- Professional Engineer - \$150.00/hour

Once we receive the executed/ signed proposal, project scheduling will commence. The on-site work should take approximately one business day to complete. The geotechnical report should be available within approximately 15 - 18 business days after the on-site work is completed.

NE has been offering engineering, testing and inspection services for over 50 years in South Florida and the Treasure Coast. Our commitment to practical, cost-effective solutions supported by responsive client service distinguishes the firm and enables us to solve your most demanding technical challenges. One of the key constituents for NE's success is our staff of experienced engineering and environmental professionals and technicians that are registered/certified and have been trained to provide a wide range of testing and inspection services. Our laboratory is certified and checked annually by Construction Materials Engineering Council (CMEC) and Florida Department of Transportation (FDOT).

Our affiliated company, Nutting Environmental of Florida, Inc. (NEF), can assist in your environmental needs. For over thirty years, NEF has performed a wide variety of environmental consulting services throughout Florida including Phase I and II environmental site assessments, storage tank removal and tank closure assessments, contamination assessments, design and implementation of remedial action plans (RAP), groundwater monitoring for solid waste and Hazmat permit requirements, assistance with dewatering permitting and much more. Please call 561-732-7200 to speak with an NEF project manager regarding these services.

Thank you for providing us the opportunity to present this proposal/agreement. We look forward to working with you on this and future projects.

Respectfully submitted,  
**NUTTING ENGINEERS OF FLORIDA, INC.**

Scott Ersland  
Division Manager

Richard C. Wohlfarth, P.E.  
Principal/ Director of Engineering

Reports and invoices will be addressed to the client as listed below unless other instructions are provided in writing with this executed proposal. The undersigned, as an authorized representative of the entity listed below, approves this proposal and agrees to be bound by the terms and conditions contained in this proposal. **If you are a first-time client, the deposit amount is collected at time of proposal acceptance and the balance due is to be paid at the time of report completion.** Once your account is established, our terms are net 30 days. Any invoices over 30 days will be assessed a 1 1/2 percent service charge per month until paid in full.

**PLEASE ENTER INFORMATION LEGIBLY BELOW SO IT CAN BE UTILIZED FOR PROJECT SET-UP:**

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

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

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Delray CRA Bldg Song + Assoc 95 SW 5 Ave Delray geo 10-6-22

**General Terms and Conditions**

For the purpose of this project, the addressee of this proposal will be known as the Client. The client is expected to furnish NUTTING ENGINEERS OF FLORIDA, INC. ("NE"), with accurate information including sketch of survey and/or site plan, construction drawings/specifications as appropriate, details of proposed construction including the proposed structural system and loads or existing construction problem information and site accessibility information as appropriate. Other information requirements may be detailed in the enclosed proposal. IF ANY CONDITIONS CHANGE such as building layout, loading, project specifications/design, or unusual site conditions are observed, NE should be notified immediately in writing about the changed condition for possible review and comment. Should the Client wish to impose other conditions and requirements beyond those contained in this proposal such as in a separate contract, we reserve the option to modify contract language, fee amounts, to remove our proposal from consideration or other measures as may be indicated.

**Delivery** – Scheduled upon receipt of written authorization to proceed and deposit unless other arrangements are agreed to in writing. Additional report copies can be provided for a nominal fee to the Client. NE will exercise appropriate measures to ensure project completion within a reasonable time frame subject to existing workloads. However, NE will not be held responsible for unavailability of necessary project data and site access within the time frame agreed upon for the investigation. Project delivery may be delayed if the ENTIRE signed proposal and deposit are not received in a timely manner. The ENTIRE signed quotation should be returned along with the requested project information. This unsigned proposal is valid for 60 days.

**Payment** - No deposit required with signed agreement. Balance due upon completion of report. Directing NE to proceed with the work shall constitute acceptance of the terms of NE's proposal and these General Terms and Conditions. Interest at the rate of 18% per annum or the highest rate allowable by law whichever is less, will be added to all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client.

**Insurance** – NE maintains Workers' Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits of \$1,000,000.00 and property damage limits of \$1,000,000.00. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation.

**Right-of-Entry** - Unless otherwise agreed, Client will furnish right-of-entry on the property for NE to make the planned borings, surveys, and/or explorations. NE will not be responsible for removing fences, earth berms, vegetation or other obstructions for purposes of our investigation. NE will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount. If Client desires to restore the property to its former condition, NE will accomplish this and add the cost to its fee. Client agrees to waive all claims arising from or related to the failure to provide NE with proper access to conduct its work.

**Damage to Existing Man-made Objects** - It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to routes of access, field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or over-ground obstructions, such as utilities, septic tanks, etc., NE will give special instructions to its field personnel. In addition, Client waives any claim against NE arising from damage to existing man-made objects.

**Warranty and Limitation of Liability** - NE shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and NE is promptly notified in writing prior to one year after completion of such portion of the services, NE will re-perform such portion of the services, or if re-performance is impracticable, NE will refund the amount of compensation paid to NE for such portion of the services. This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall NE or any of its professional employees be liable for any special, indirect, incidental or consequential loss or damages, including but not limited to impact and delay claims. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. At additional cost, Client may obtain a higher limit prior to commencement of services.

**PURSUANT TO §558.0035, FLORIDA STATUTES, NE'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**

**Indemnification** – Client agrees to defend, indemnify and save harmless NE from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from NE's performance of the proposed work, whether such claims or damages are caused in part by NE, and agrees to reimburse NE for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client's obligation to indemnify is limited to \$2 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by NE. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any.

**Sampling or Testing Location** - Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others and/or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report. It is understood that all drilling locations are accessible to conventional truck mounted drilling equipment unless otherwise specified by the client. If unscheduled remobilizations or use of portable or all terrain equipment is required additional charges will apply. NE will attempt to clear utilities at our excavation/test locations by manual drilling to 3' below land surface (BLS). Any damage to utilities/obstructions present at client specified test locations or below 3' BLS will be the responsibility of the client and will not be assumed by NE.

**Sample Handling and Retention** – Generally soil test samples are retained for approximately three months after which time they will be discarded unless written instructions to the contrary are received from the client.

**Legal Jurisdiction** - The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Palm Beach County, Florida. Any and all causes of action arising out of NE's performance of the Work, including but not limited to claims for indemnity, contribution and equitable subrogation, shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of NE's last invoice for the Work performed hereunder.

**Force Majeure** - NE shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.

**Documents** - NE shall be entitled to rely upon the accuracy and completeness of all surveys, reports and information furnished by the client. If conditions different from those described in our report are found at the site, NE should be notified in writing immediately upon discovery. NE reserves the right to revise conclusions and recommendations presented in the final report should additional information regarding the project become available. All permits will be obtained by others unless otherwise specified in this proposal or in writing to NE. NE has no liability for consequences of information not provided or unavailable or otherwise not reviewed or known from the normal sources customarily examined by NE in such investigations within the time frame allowed for this investigation under this agreement. The client, entities identified in writing on the address portion of our report, design team professionals engaged by our client and building official staff are entitled to use and rely upon NE'S reports for purposes of the current project. **Other parties are not authorized to use or rely upon NE'S reports unless NE so states in writing.**

NE - General Contract Terms and Conditions May 2017

cc: **Connie Gworek – Business Development Associate**  
**James Lendl – CMT Division Manager**

Delray CRA Bldg Song + Assoc. 95 SW 5 Ave Delray geo 10-6-22