

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

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

W I T N E S S E T H:

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 5th 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:

**DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Jeff Costello, Executive Director

BY: _____
Shelly Petrolia, Chair

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

General Counsel

CONSULTANT:

By: _____
(Signature)

(Print Name and Title)

Attest:

Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ as _____ of _____ named in the foregoing agreement and that he/she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him/her by said _____ and that the Corporate seal affixed thereto is the true corporate seal of said Corporation.

Witness my hand and official seal in the County and State last aforesaid this _____ day of _____, 201__.

NOTARY PUBLIC

Printed Name

My Commission Expires:

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 5th 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 feet 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 and 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

Subtotal \$ 56,820.00

E. Reimbursable (Allowance) \$ 2,000.00

Grand Total \$ 58,820.00

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
Total			390 days	\$	56,820.00

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	\$165.00
Project Manager	\$135.00
Project Coord	\$125.00
Sr. Designer	\$125.00
Interior Designer	\$120.00
Sr. Construction Administrator	\$165.00
Construction Administrator	\$135.00
AutoCAD OP I	\$ 95.00
Clerical	\$ 65.00