20 N. Swinton Avenue
Delray Beach, FL 33444

Agenda Item # 9B1
January 11, 2018

~ CRA BOARD SUMMARY ~

AGREEMENT BETWEEN PASQUALE KURITSKY ARCHITECTURE AND CRA FOR ARCHITECTURAL SERVICES FOR AFFORDABLE HOUSING DESIGN – ANDELLA PROPERTIES

At the April 13, 2017 CRA Board meeting, the Board authorized staff to issue a Request for Qualifications (RFQ) for Architectural Services for the Affordable Single-Family Housing Design for the Carver Square-Andella properties. On August 24, 2017, the CRA Board approved the following four architectural firms and authorized staff to commence negotiations with the top two (2) firms for the Carver Square lots and the Andella properties respectively.

1. Brooks + Scarpa Architects, Inc. (Carver Square)
2. Pasquale Kuritsky Architecture, Inc. (Andella)
3. Alexis Knight Architects, Inc.
4. Bessolo Design Group, Inc.

At this time, the proposed agreement with Pasquale Kuritsky Architecture, Inc. for the design work is being presented for the Board's consideration. The scope of work in the agreement includes design, community meetings, permitting assistance, bidding assistance and construction administration services. The properties are located at the northwest corner of SW 4th Street and SW 7th Avenue. The architect will design a total of two (2) prototypes. Each prototype will have three (3) options on material façade elements-elevation: Model A - 3 bedroom, 2 baths, 1 story; Model B - 4 bedrooms, 3 or 2.5 baths, 2 stories, each will include a minimum 1 car carport or garage. Model sizes will be a minimum of 1,300SF under A/C. Surveying and geotechnical data will be provided by the CRA through other firms.

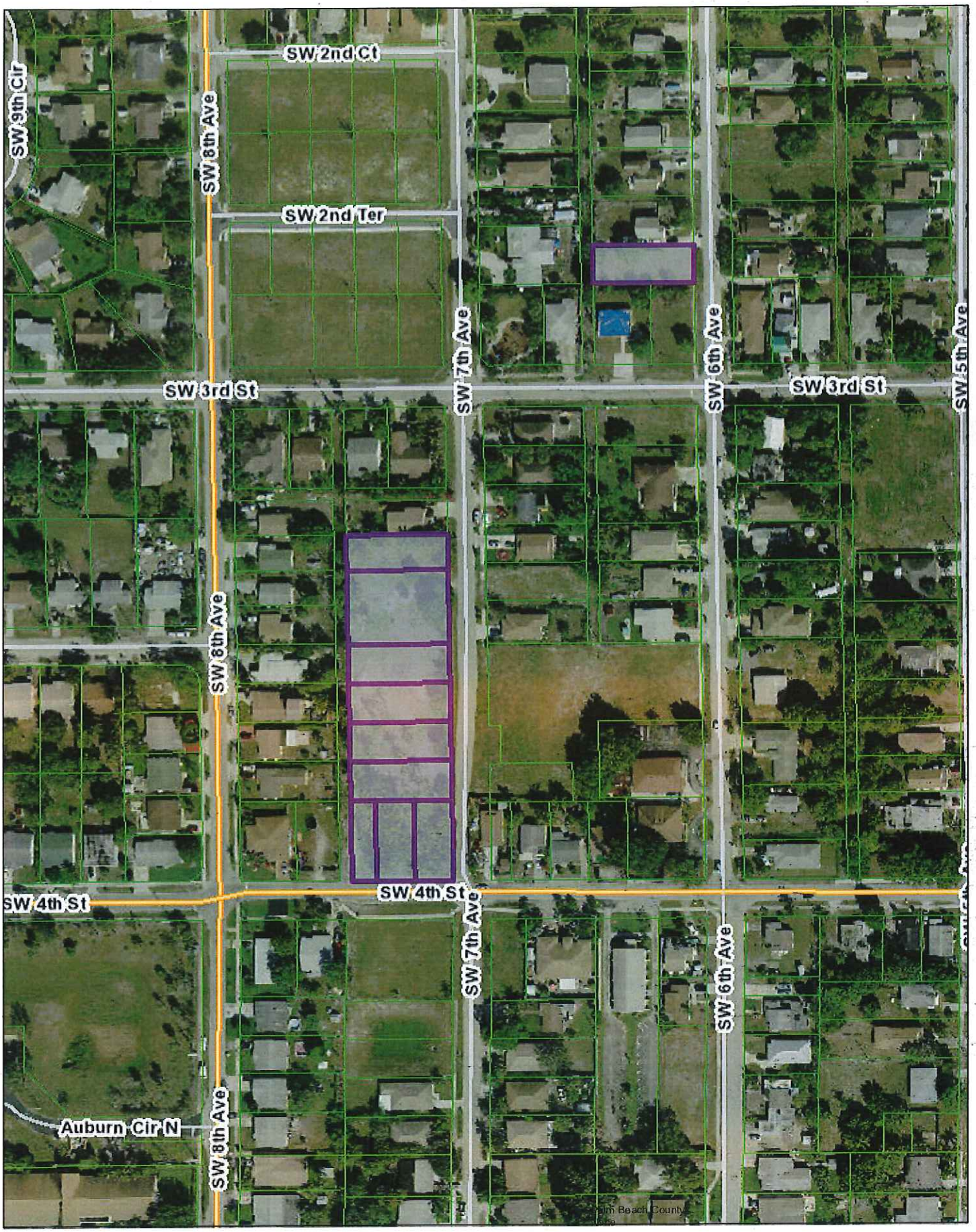
The fee for all services rendered by the Architect will be based upon on a total lump-sum fee in the amount of $73,600.00. The fee covers pre-design through construction administration services for Models A and B, constructed on two (2) lots. Construction on the remaining lots will attract a repeat fee for each model per lot: Model A $3,500.00; Model B $3,800.00. The repeat fee will cover construction administration services. The standard agreement, negotiated fees, scope of work, deliverables and time of performance are attached. The term of the agreement shall be for a period of three (3) years.

Recommended Action:

Approve the Agreement between Pasquale Kuritsky Architecture, Inc. and the Delray Beach CRA for Architectural Services for the Affordable Single Family Housing Design for the Andella properties in the amount of $73,600.00, and the repeat fees for each model per lot, in the amounts of $3,500.00 and $3,800.00 for Models A and B respectively.

Submitted By: Kevin Matthews, Project Manager
Attachments: Location Map, Agreement between CRA & Pasquale Kuritsky Architecture, Inc.

ANDELLA PROPERTIES



January 5, 2018

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AGREEMENT FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR THE ANDELLA PROJECT BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

THIS AGREEMENT is made and entered into as of the ___ day of _____, 2018, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, an entity created pursuant to Chapter 163, Part III, Florida Statutes, (hereinafter referred to as the "CRA"), and Pasquale Kuritzky Architecture, Inc., a Florida corporation (hereinafter referred to as the "ARCHITECT") for the Andella Project (hereinafter referred to as the "PROJECT").

W I T N E S S E T H:

WHEREAS, the CRA is desirous of retaining an architectural firm to provide pre-design through construction administration services for the Andella project that includes but are not limited to: Schematic Design, Design Development, Construction Documents, and Construction Contract Administration.

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

1. The Scope of Work to be provided by ARCHITECT is described in Exhibit "A" for design, permitting, bidding assistance, and construction administration services for the CRA's Andella project located on the west side of SW 7th Avenue, between SW 3rd and 4th Streets, and includes a property located at 238 SW 6th Avenue within the Southwest Neighborhood portion of the Set (formerly Northwest and Southwest neighborhoods). The professional architectural services provided throughout the term of this Agreement are needed in support of the CRA's community redevelopment efforts.

2. The term of this Agreement shall be for a period of three (3) years commencing on the _____ day of _____, 2018 and terminating on the ____ day of _____, 2021. Notwithstanding the foregoing, the CRA may cancel this Agreement, at any time, upon thirty (30) days advance written notice. If this Agreement is terminated for any reason, CRA shall pay to ARCHITECT accrued but unpaid compensation through the date of termination. Such payment shall be in full and complete discharge of any and all liabilities or obligations of CRA to ARCHITECT under this Agreement, and ARCHITECT shall be entitled to no further benefits under this Agreement.

3. The ARCHITECT shall be deemed to be the "Architect of Record" for the CRA for the PROJECT during the term of this Agreement and the Executive Director or designee of the CRA is designated as the CRA's liaison with the ARCHITECT. The ARCHITECT designates Joseph Pasquale, as its liaison with the CRA. Any changes to the above designations shall be provided in writing to the CRA and shall be approved by the CRA's Executive Director. The general duties of the ARCHITECT are as follows:

A. The relationship of the ARCHITECT to the CRA will be that of a professional CONSULTANT, and the CONSULTANT will provide the professional and technical services required under this AGREEMENT in accordance with acceptable professional practices and ethical standards.

No employer/employee relationships shall be deemed to be established and the CONSULTANT, its agents, subcontractors, and employees shall be independent contractors at all times.

B. Professional and Technical Services. It shall be the responsibility of the ARCHITECT to work with the CRA and apprise the CRA of solutions to problems and the approach or technique to be used towards accomplishment of the CRA's objectives as set forth in WORK ASSIGNMENTS, which will be made a part of this AGREEMENT upon execution by both parties.

C. The Scope of Services to be provided by ARCHITECT pursuant to this Agreement as provided in Exhibit "A," which is attached hereto and incorporated herein by reference.

D. The CRA has established an architectural and engineering budget for the PROJECT. The ARCHITECT shall be responsible for providing, at no additional cost to the CRA, new designs, drawings, specifications, reports and other applicable services so long as the CRA's cost for architectural and engineering services for the project do not exceed five percent (5%) of the architectural and engineering budget for the project. If the budget for the architectural services for the entire project is exceeded by more than five percent (5%), during and up to completion of the design phase of the project, the ARCHITECT and the CRA shall enter into a written amendment to the Agreement to provide for the additional costs. Nothing contained herein shall require the ARCHITECT to bear additional costs which are a result of a change in the scope of services directed by the CRA, delays in proceeding with the construction schedule, or other matters reasonably beyond ARCHITECT's control.

E. As is consistent with the generally accepted professional standard of care, the ARCHITECT shall be responsible for the professional quality, technical accuracy, timely completion, compliance with applicable regulations and rules, and the coordination with all appropriate agencies of designs, drawings, specifications, reports and other services furnished by the ARCHITECT under this AGREEMENT. If the CRA determines that within industry standards there are any errors, omissions or other deficiencies not caused by sources outside of the ARCHITECT's control in the ARCHITECT's designs, drawings, specifications, reports and other such services within the scope of services for said projects, the ARCHITECT shall, without additional compensation, correct or revise said errors or omissions.

F. Approval by the CRA of drawings, designs, specifications, reports and incidental professional services or materials furnished hereunder shall not in any way relieve the ARCHITECT of responsibility for performing services in accordance with the professional standard of care. The CRA's review, approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this

AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT.

G. The ARCHITECT shall attend all meetings in accordance with Exhibit "A" pertaining to the Andella project, unless the CRA's Executive Director or designee declares such attendance and participation is not necessary. In addition, the ARCHITECT shall attend all additional meetings as may be required to facilitate the project.

4. The method of payment for the services rendered by ARCHITECT shall be as follows:

A. In consideration of the services provided by ARCHITECT pursuant to this Agreement, the CRA shall pay ARCHITECT the amounts as provided in Exhibit "A," Part IV, "Fee for Services", and Part V, "Repeat Fee". In the event there are additional services to be provided, or additional costs in excess of the Contract Price, the ARCHITECT shall only be entitled to additional compensation upon the execution of a written amendment to this Agreement signed by the CRA's Executive Director.

B. Payment shall be in accordance with invoices for actual charges incurred during the preceding month.

C. All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes, as well the CRA's own payment policies and procedures.

5. The parties hereby agree to negotiate and execute specific case-by-case addenda to this Agreement in order to provide the scope of specific services for the PROJECT.

6. All drawings, materials, reports and other media developed by the ARCHITECT, pursuant to this Agreement, shall following payment for services performed under this Agreement become sole and exclusive property of the CRA, and the ARCHITECT shall deliver same to the CRA, in a timely manner, upon written request by the CRA for same. In the event the CRA terminates this Agreement, ARCHITECT shall, upon payment for services rendered, within thirty (30) days deliver all drawings, materials, reports, and other media developed by the ARCHITECT to the CRA. All documents including drawings and specifications prepared or furnished by ARCHITECT (and ARCHITECT's independent professional associates, subcontractors and consultants) pursuant to this Agreement are instruments of service in respect of the Project and ARCHITECT shall retain an ownership and property interest therein whether or not the Project is completed. The CRA may make and retain copies for information and reference in connection with the use and occupancy of the Project by the CRA and others; however, such documents are not intended or represented to be suitable for reuse or modifications by the CRA or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ARCHITECT, or by ARCHITECT's independent professional associates, subcontractor or consultants, shall be at CRA's sole risk and without liability to ARCHITECT. Any such verification or adaptation will entitle

ARCHITECT to further compensation rates to be agreed upon by the CRA and ARCHITECT.

7. Without limiting any of the other obligations or liabilities of the ARCHITECT, the ARCHITECT shall, at his own expense, provide and maintain in force, until all of its services to be performed under this Agreement have been completed and accepted by the CRA (or for such duration as it otherwise specified herein), the following insurance coverage's:

A. Worker's Compensation Insurance to apply to all of the ARCHITECT's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws. Employer's Liability with limits of $100,000 per person, $500,000 per occurrence and $100,000 per each disease.

B. Comprehensive General Liability with minimum limits of one million dollars ($1,000,000.00) each occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06, as Filed by the Insurance Services Office and must include:

(1) Premises
(2) Products and Completed Operations –
(3) ARCHITECT shall maintain in force until at least three years after completion of all services required under this Agreement.

C. Business Automobile Liability with minimum limits of one million dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

(1) Owned Vehicles
(2) Hired and Non-Owned Vehicles
(3) Employers' Non-Ownership

The CRA shall be named as an additional insured on the ARCHITECT'S policy.

D. Professional Liability Insurance with minimum limits per claim applicable to CRA projects as follows:

	Construction Cost Range	Limit
1.	0 - 99,000	$ 250,000
2.	100,000 - 299,000	$ 500,000
3.	300,000 - 499,000	$ 750,000

4. 500,000 – Above $1,000,000

ARCHITECT shall maintain such professional liability insurance until at least one year after a Certificate of Occupancy is issued. ARCHITECT shall insure that sub-consultants used for any portion of the project shall maintain the same limits of Professional Liability Insurance as ARCHITECT.

E. Prior to commencement of services, the ARCHITECT and its sub-consultants shall provide to the CRA Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs 7A, 7B, 7C, and 7D. All policies covered within subparagraphs 7A, 7B, 7C, and 7D, shall be endorsed to provide the CRA with thirty (30) days notice of cancellation and/or restriction. The CRA shall be named as an additional insured on all of the ARCHITECT's and its sub-consultants' policies referenced in this Section. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Project. The ARCHITECT shall also make available to the CRA a certified copy of the professional liability insurance policy that is signed by an insurance company representative for the CRA's review. Upon request, the ARCHITECT shall provide copies of all other insurance policies.

F. If the initial insurance policies required this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the CRA with thirty (30) days notice of cancellation and/or restriction.

G. The ARCHITECT's insurance shall apply on a primary basis, prior to the CRA's insurance.

H. A waiver of Subrogation shall be provided on all policies of insurance.

8. Prohibition of Contingent Fees. ARCHITECT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the ARCHITECT to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the ARCHITECT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the CRA shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration pursuant to section 287.055(6), Florida Statutes.

9. Conflicts of Interest.

A. ARCHITECT agrees not to accept employment during the time this Agreement is in effect from any builder, land developer, or others performing real estate development and/or land planning projects within the boundaries of the Delray Beach Community Redevelopment Agency's

Redevelopment Area which is determined by the CRA as a conflict of interest with the ARCHITECT's work for the CRA.

B. If the CRA determines that such a conflict exists the CRA shall have the right to terminate the Agreement after providing written notice to the ARCHITECT of the conflict, pursuant to the terms of the Agreement, and after failing to resolve the conflict within 30 days after said notice is received by ARCHITECT, the CRA reserves the right to unilaterally terminate the Agreement.

10. Indemnification. The ARCHITECT shall indemnify and hold harmless the CRA, its officers, directors, and employees, from or on account of all liabilities, damages, losses and costs at trial and appellate levels, sustained by any person or persons, to the extent actually caused by the negligence, recklessness, or intentional wrongful misconduct of the ARCHITECT and any persons employed or utilized by the ARCHITECT in the performance of the services pursuant to this Agreement, and any associated Work Authorization (excluding the actual or alleged negligence, or actions based upon the willful, wanton or intentional misconduct of the CRA or its officers, directors, agents or employees, as well as other exclusions provided by F.S. 725.06(1)(c). ARCHITECT agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the ARCHITECT, his subcontractors, agents, servants or employees. ARCHITECT further agrees to indemnify and save harmless the CRA from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the CRA on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the CRA for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

11. Certification and Scrutinized Company Requirements. The CRA shall have the option to terminate this agreement/contract if ARCHITECT:

A. Is found to have submitted a false certification as provided under section 287.135 (5) Florida Statutes;

B. Has been placed on the Scrutinized Companies that Boycott Israel List, in accordance with section 215.4725, Florida Statutes;

C. 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, in accordance with section 287.135, Florida Statutes; or

D. Has been engaged in business operations in Cuba or Syria.

12. Patriot Act Requirements. Each party shall 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 the agreement/contract. 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/contract.

13. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a ARCHITECT, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (Currently $25,000.00) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

14. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified mail, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective place for giving of notice, to-wit:

For CRA:
Jeff Costello, 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

Copy to:
David N. Tolces, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
Telephone: (561) 276-9400
Facsimile: (954) 771-4923

For ARCHITECT:
Joseph Pasquale, President
Pasquale Kuritzky Architecture
5101 NW 21 Avenue
Suite 360
Fort Lauderdale, Florida 33309
Telephone: (954) 332-0184
Facsimile: _____

15. Default. In the event the ARCHITECT fails to comply with the provisions of this Agreement, the CRA may declare the ARCHITECT 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) work days unless otherwise agreed to by the parties. In such event, the

ARCHITECT 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 ARCHITECT in the event of default, shall be determined by deducting any additional costs, charges and/or damages incurred by the CRA due to the ARCHITECT'S default.

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

A. Keep and maintain public records required by the CRA to perform the service.

B. 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.

C. 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 the contract term and following completion of the contract if the architect does not transfer the records to the CRA.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the ARCHITECT 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 ARCHITECT 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 ARCHITECT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE ARCHITECT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

RENEE ROBERTS
561-276-8640
ROBERTSRE@MYDELRAYBEACH.COM
20 NORTH SWINTON AVENUE
DELRAY BEACH, FLORIDA 33444

17. Miscellaneous.

A. 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.

B. Law Governing: This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.

C. Venue for litigation concerning this Agreement shall be in Palm Beach County, Florida.

D. 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.

18. 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.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY Board of Commissioners has made and executed this Agreement on behalf of the CRA and ARCHITECT has hereunto set its hand the day and year written above.

WITNESSES:

DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

_____
Print Name

BY: _____
ANNETTE GRAY, CHAIR

_____

_____
Print Name

_____
Signature

ATTEST:

_____
JEFF COSTELLO, EXECUTIVE DIRECTOR

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

My Commission expires:

_____
NOTARY PUBLIC

_____
Print Name

ATTEST:

_____
Secretary

ARCHITECT:

Pasquale Kuritzky Architecture, Inc._____

BY: _____
Joseph Pasquale, President

Title: _____

Date: 1/3/18

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 3rd day of January, 2017,8 by Joseph Pasquale, as President (name of officer or agent, title of officer or agent), of Pasquale Kuritzky Architecture, Inc (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

My Commission expires:

_____
NOTARY PUBLIC

Casandra R Kwoka
Notary Public - State of Florida
Commission #FF 922944
Expires 9/30/2019

_____
Print Name

EXHIBIT "A"

ANDELLA PROJECT

I. PROJECT DESCRIPTION

The project consists of providing design, bidding assistance and construction administration services for the CRA's Andella project located on the west side of SW 7th Avenue, between SW 3rd and 4th Streets, and includes a property located at 238 SW 6th Avenue within the Southwest Neighborhood portion of the Set. The architect will develop a total of two (2) prototypes. Each prototype will have three (3) options on material façade elements-elevation. Unit sizes will be Model A - 3 bedroom, 2 baths, 1 story; Model B - 4 bedrooms, 3 or 2.5 baths, 2 stories; each will include 1 car garage. Units will be a minimum of 1300SF. A goal will be to meet $100/SF for total building footprint under roof and inclusive of open patios.

The Scope of Services shall be for the following architectural services, including preliminary construction cost estimates at each phase of design completion as outlined in the Scope of Services below (SD, DD, and CD). Attend a maximum of three (3) meetings with the CRA's housing partners and/or the community at the design development stage. Preparation of construction documents, including site improvement plans (exclusive of off-site improvements), specifications noted on drawings, building code required standards, and details. Preparation of probable construction costs based on the design development and 35%, 75% and 100% construction document phase. Assistance during the site plan approval process (if needed), permitting, and bidding process, including presentation of plans to CRA or applicable City boards (if needed), review and evaluation of the construction bids. Construction contract administration, and Assist the general contractor in providing as- built drawings after construction is completed (if needed).

The Architect will provide the CRA staff with one (1) copy of the full-size set of plans and electronic versions (both in AutoCAD and pdf or image file formats) of the documents at each phase of design and as otherwise stated in the Scope of Services.

II. SCOPE OF SERVICES

PART I – Design Development

A. General

1.1 **Conceptual/Schematic Design Services (SD)** – Work with CRA staff to prepare concept/schematic designs for 2 prototype homes and a lot-fit design study that can be used for each lot within the Andella project. This study includes, but is not limited to: refinement of various building footprints and juxtaposition of conceptual/schematic floor plans and elevations to create a visually interesting streetscape, preparation of schematic design drawings, a preliminary cost estimate for each prototype home and construction phasing plan, if applicable. The

Architect will prepare and submit for review by CRA staff a conceptual/schematic design drawing package at completion of task. The drawing package shall include a lot plan, community site plan, floor plans and elevations with general notations.

12 **Design Development Services (DD)** – The Architect shall prepare a design development documents to include the proposed interior and exterior design of the building. The documents to be prepared are site plans, floor plans, elevations, construction materials noted, optional features, outline specifications noted on drawings, and other pertinent data for the proposed design. The documents will include drawings, notations and in appropriate detail to allow review by the CRA staff.

Architect shall provide building design development documents to include Civil, Landscape Architectural, Architectural, Structural, Mechanical, Electrical, and Plumbing systems design.

Structural engineering scope of work shall include foundation, wall and roof design for the specified house design.

Landscape Architecture scope of work shall include landscaping and irrigation system design for each lot.

Civil engineering scope of work will include design for connection to existing water and sewer locations within adjacent right-of-ways. Civil engineering scope of work will include coordination of all services to the building with the Mechanical, Electrical, and Plumbing engineers.

Electrical Engineering scope of work shall include electrical service to the units via the feed from existing Florida Power and Light service as well as interior and exterior electrical and lighting design. Site lighting shall be provided via building mounted and pole mounted lights, as appropriate.

The Architect will then meet with the CRA, its housing partner, and City staff to discuss review comments. After this design review meeting, the CRA staff and City staff will provide written comments to the Architect for use in the preparation of the construction documents.

13 **Construction Document Services (CD)** – The construction documents shall be based on the approved design development documents inclusive of the written review comments by the CRA.

The construction documents shall meet federal, state, and local building codes. The project specifications noted on drawings shall include general provisions that will be subject to review by the CRA. The construction documents shall include a bid schedule and description of bid items on a per unit basis. The general contractor will be selected by the competitive bid process. Construction is anticipated to begin in 2018.

The Architect and CRA staff shall cooperate with the General Contractor to obtain building and other permits as required to construct the homes. The Architect will provide the CRA Staff with the required number of signed and sealed construction documents for building permit application plus one original set for the CRA, as well as, electronic copies of the plans (both in AutoCAD and pdf or image file formats) for the CRA's records. The same number of printed and electronic copies shall be provided for any subsequent amendments to the construction documents through permit issuance.

1.4 **Architectural & Engineering Estimates of Construction Costs –**
The Architect shall prepare an estimate of probable construction costs at 35%, 75% and 100% CD phase. This will be completed prior to calling for bids of construction. The estimate shall be based on the bid schedule, local construction costs and anticipated contingencies. The Architect does not warrant and or guaranty the estimates of probable construction cost to be the actual cost of construction at the time of construction.

1.5 **Assistance During the Bidding Process** - The Architect shall assist the CRA Staff during the bidding process. The Architect shall respond to questions from the prospective bidders, conduct one (1) pre-bid meeting and shall prepare up to three (3) written addenda. The Architect will be present at bid opening.

The Architect shall review all bids submitted and make appropriate recommendations on contractors' abilities to complete the work. The Architect's review shall include the preparation of a report bid comparison document.

1.6 **Construction Administration**
The construction administration services provided by the Architect shall include periodic visits to the site to review the construction is in general conformance to the construction and permit documents.

The Architect shall review general contractors' Shop Drawings and Submittals. Provide responses to Requests for Information (RFI's) and product substitutions.

The Architect shall conduct the pre-construction meeting. The General Contractor shall schedule and conduct site meetings every two weeks during the course of construction for each prototype as applicable. The Architect, CRA Staff and other parties as appropriate shall be in attendance.

The Architect shall review and negotiate construction change order requests.

The Architect shall be responsible for preparing and maintaining project files. Project files shall be arranged in categories such as payments,

change orders, general correspondence and RFI's. The CRA shall receive a copy of the project files at completion of construction.

1.7 **Final As-Built Drawings** - The Architect shall assist the general construction contractor in recording and maintaining a set of "As-Built" drawings, to include the permit set with the permit revisions and owner requested changes only. The as-built set will be prepared into a AutoCAD and pdf or image file format sets and delivered to the CRA upon completion of the project (if needed).

1.8 **Sales and Marketing Materials -** The Architect shall assist the CRA with the marketing and sales materials for the units. These documents may include site plans, floor plans, elevations, and/or renderings or graphics for publication of sales brochures, newsletters, and/or website and social media postings. An electronic copy of the marketing materials in the original program format, as well as, pdf or image file formats shall be provided to the CRA.

PART II – Construction Documents

2.1 **Construction Documents** – Upon written notice from the CRA to proceed with Part II, Architect shall prepare construction documents based on the approved Design Development Documents. The Construction Documents shall consist of drawings setting forth the requirements for the construction of the Project. The Architect shall meet with the CRA to review the construction documents at 35%, 75% and 100% of completion. Revisions will be incorporated into the final construction documents based on review comments. Major changes that represent a significant departure from the original design program, budget, and approved concept shall be considered an Additional Service. Architect shall prepare construction documents at the appropriate drawing scales as required by code. The construction documents shall include drawings for the development of the lot improvements, landscaping and irrigation, and the following site features:

- Pedestrian sidewalks (finishes only; final grading, geometry and ADA compliance by civil engineer, included in this scope)
- Grading (final grading is included in this scope)
- Surface material/pavement details as required.

The Architect shall prepare a lot plan, landscape and irrigation plans, paving, grading and drainage plans; mechanical, electrical and plumbing plans for the elements identified above, as well as:

- Construction details, including elevations and sections provided to communicate the design intent and construction materials.
- Specification notations on drawings that define materials for construction.

22 **Statement of Probable Construction Cost** – Architect shall prepare a final Statement of Probable Construction Cost for labor and materials shown in the Construction Documents prior to bidding.

23 **CRA Review Meeting and Final Construction Documents** – Architect shall will meet with the CRA a maximum of three (3) times to review the Construction Documents and Statement of Probable Construction Cost. Minor changes resulting from the review meetings will be incorporated into the final Construction Documents and final Statement of Probable Cost. Major changes shall be provided as an Additional Service.

Deliverables for Part II – As a result of these tasks, Architect shall provide the following:

- *One (1) set of 35%, 75% construction documents on 24" x 36" sheets*
- *One (1) set of 100% (Final) construction documents on 24" x 36" sheets*
- *One (1) Statement of Probable Construction Cost at 35%, 75% and 100% submittal*

PART III – Permitting & Bidding Assistance

31 **Permitting** – Upon written notice from the CRA to proceed to Part III, Architect shall provide three (3) signed and sealed sets of 100% (Final) Construction Documents to the CRA for submittal to the City of Delray Beach Building Department. The CRA shall prepare and submit all permit applications. The ARCHITECT shall respond to inquiries and comments issued by the City of Delray Beach and other governing agency, and revise the drawings accordingly for the issuance of a building permit.

32 **Bidding Assistance** - Upon written notice from the CRA to proceed to Part III, ARCHITECT shall modify the CRA's standard Bid Documents to conform to this project. Services shall also include the following: attendance at the Pre-Bid Meeting, addressing contractor Requests for Additional Information (RFI's), issue up to three (3) addendums', maintain RFI log, attendance at the Bid Opening and evaluation of the Bids.

Deliverables for Part III – As a result of these tasks, Architect shall provide the following:

- *Three (3) sets of 100% (Final) Construction Documents for Permitting;*
- *Three (3) set of 100% (Final) Construction Documents on 24" x 36" sheets as revised in response to the permit comments.*

PART IV - Fee for Services

Per the above noted scope of work fees will be a total as follows.

Description	**Model A** - 3 Bedroom, 2 Bath, 1 Story (Façade - 3 options)	**Model B** - 4 Bedroom, 3 or 2.5 Baths, 2 Story (Façade - 3 options)	**Total**
Schematic Design (Includes $300 for programing)	$2,700.00	$3,300.00	$6,000.00
Design Development	$7,800.00	$9,000.00	$16,800.00
Construction Documents	$14,000.00	$16,000.00	$30,000.00
Cost Estimates	$1,600.00	$1,900.00	$3,500.00
Permitting	$1,200.00	$1,200.00	$2,400.00
Bidding Assistance	$800.00	$800.00	$1,600.00
Sub-Total	**$28,100.00**	**$32,200.00**	**$60,300.00**

Construction Contract Administration	$3,800.00	$3,800.00	$7,600.00
As Built Drawings	$1,000.00	$1,200.00	$2,200.00
Marketing Plans and Renderings	$1,600.00	$1,900.00	$3,500.00
Sub-Total	**$6,400.00**	**$6,900.00**	**$13,300.00**

Grand Total	**$34,500.00**	**$39,100.00**	**$73,600.00**

Repeat Fee per Lot	**$3,500.00**	**$3,800.00**

PART V – Repeat Fee

5.1 It is understood that after the first two (2) prototype models are completed and certificate of occupancy is issued, the CRA shall pay the architect a Repeat Fee for services provided, in not to exceed amounts pursuant to Part IV above, and pursuant to the terms of the Agreement, for each additional model per lot. The repeat fee shall include permitting assistance, bidding assistance, construction administration to include code required shop drawing review, and other minor miscellaneous services during construction as may be required. Such minor services will be reviewed prior to Architect performing such service. The Architect shall attend up to six (6) project

meetings including a pre-construction meeting, and conduct a site review before each meeting to ensure that the construction is in general conformance to the construction and permit documents. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall assist the CRA with a final walkthrough and project acceptance.

PART VI – Time Schedule

- Schematic Design 4 to 6 weeks
- Design Development 6 to 8 weeks
- Construction Documents 6 to 8 weeks
- Permitting 45 to 60 days

PART VII – Hourly Rate Schedule

Architect	**Hourly Rates**	
Principals	$	200.00
Project Architect	$	165.00
Project Manager	$	135.00
Administrative Staff	$	75.00
Structural Engineering		
Principals	$	150.00
Engineer	$	95.00
CADD Tech.	$	78.00
Administrative Staff	$	48.00
Mechanical, Electrical, Plumbing		
Principals	$	150.00
Project Manager	$	125.00
Engineer	$	100.00
CADDTech.	$	60.00
Administrative Staff	$	40.00
Civil Engineering		
Project Manager	$	125.00
Professional Engineer (PE)	$	125.00
Project Engineer	$	100.00
Field Inspector	$	90.00
CADD Tech.	$	80.00
Landscape Architecture		
Landscape Architect (RLA)	$	125.00
Landsacpe Designer	$	90.00
CADD Tech.	$	80.00