

**THIRD AMENDMENT TO THE WORK ASSIGNMENT  
BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY  
AND SYNALOVSKI ROMANIK SAYE, LLC.  
(98 NW 5<sup>TH</sup> Avenue Renovation Project)**

**THIS THIRD AMENDMENT TO THE WORK ASSIGNMENT** (“Second Amendment”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_, 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 **SYNALOVSKI ROMANIK SAYE, LLC.** (hereinafter referred to as “CONSULTANT”).

**WITNESSETH:**

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

**WHEREAS**, the CRA and the CONSULTANT previously entered into a Work Assignment on November 13, 2018 (“Original Work Assignment”), for the CONSULTANT to provide services associated with the design, bidding, permitting, and assistance during construction of the renovation of the commercial structure located at 98 NW 5<sup>th</sup> Avenue, Delray Beach (“Property”); and

**WHEREAS**, the CRA and the CONSULTANT previously entered into a First Amendment to the Work Assignment on July 9, 2019, for the CONSULTANT to provide additional services for the Property including civil engineering and landscape architecture services; and

**WHEREAS**, the CRA and the CONSULTANT previously entered into a Second Amendment to the Work Assignment on September 1, 2020 in order for the CONSULTANT to provide additional professional services related to site plan modifications for the Property; and

**WHEREAS**, the CRA and the CONSULTANT desire to enter into this Third 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. That the CRA and the CONSULTANT agree to amend the Work Assignment to provide for the CONSULTANT to provide the CRA with additional services described in Exhibit "A" to this Amendment, which is attached hereto and incorporated herein by reference.

3. That except as amended herein, the CRA and CONSULTANT ratify, approve and reaffirm the terms of the Original Agreement, Work Assignment, First Amendment, and Second Amendment and the Original Agreement, Work Assignment, First Amendment and Second Amendment 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, the Work Assignment, the First Amendment, Second Amendment and this Third Amendment, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

**IN WITNESS OF THE FOREGOING**, 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, Chair

ATTEST:

By: \_\_\_\_\_  
Renée A. Jadusingh, Esq.  
Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
CRA Legal Advisor

ATTEST: SYNALOVSKI ROMANIK SAYE, LLC  
a Florida limited liability corporation

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

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

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ (name of officer or agent, title of officer or agent), of SYNALOVSKI ROMANIK SAYE, LLC., a Florida limited liability corporation, on behalf of the limited liability company. He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name and Title  
\_\_\_\_\_  
Commission Number

## EXHIBIT "A"

### Additional Architectural and Design Consulting Services

Additional Services ("AS") as required for the following Scope of Work through Close Out of the subject project: Bidding/Permitting/Site Plan Certification/Street Parking, Construction Contract Coordination, Pre-Construction Coordination, Extended Assistance During Construction, Assistance During Close-Out and Extended Time During Site Visits.

For a sum of: Eighty-Five Thousand dollars \$85,000.00\*

Payments to be made as follows:

AS Bidding/Permitting/Site Plan Certification/Street Parking	= \$22,000.00
AS Construction Contract Coordination	= \$ 6,000.00
AS Pre-Construction Coordination	= \$ 5,000.00
AS Extended Assistance During Construction	= \$40,000.00
AS Assistance During Close-Out	= \$ 4,000.00
AS Extended Time During Site Visits (12x)	= \$ 8,000.00

**TOTAL: \$85,000.00**

Any alteration or deviation from the aforementioned will be executed only upon written orders. Services not included in the above scope will be invoiced hourly as additional services and are not included in the above fees. Services not included in the above scope must be approved by the CRA Executive Director prior to incurring the expense and only approved actual cost of services will be reimbursed.