

**FIFTH AMENDMENT TO THE AGREEMENT BETWEEN THE DELRAY BEACH
COMMUNITY REDEVELOPMENT AGENCY AND AHRENS COMPANIES**

THIS FIFTH AMENDMENT is hereby made and entered into this ____ day of _____, 2024, (the "effective date") by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body, corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes, (hereafter referred to as "CRA"), whose address is 20 N. Swinton Avenue, Delray Beach, Florida 33444, and **AHRENS ENTERPRISES, INC. dba AHRENS COMPANIES**, a Florida corporation (hereafter referred to as "Contractor"), whose address is 1461 Kinetic Road, Lake Park, FL 33403.

WITNESSETH:

WHEREAS, the CRA and the CONTRACTOR previously entered into an Agreement dated February 23, 2023 for the 95 SW 5th Avenue Commercial Building Construction Project pursuant to the CRA's Invitation to Bid No. 2022-01-R and addendums ("1TB), and the CONTRACTOR's response to the Invitation to Bid, including all documents required thereunder ("Agreement"); and

WHEREAS, the CRA and CONTRACTOR entered into a First Amendment to Agreement dated April 25, 2023 to add a liquidated damages provision and clarifying certain terms of the 1TB ("First Amendment"); and

WHEREAS, CRA and CONTRACTOR entered into a Second Amendment dated October 11, 2023 to increase the compensation to the CONTRACTOR in an amount not to exceed \$1,500.00 for increases in the costs of materials and labor to perform necessary structural adjustments to the foundation of the commercial building which increased the total sum due to the CONTRACTOR TO \$2,741,468.00; and

WHEREAS, CRA and CONTRACTOR entered into a Third Amendment dated January 29, 2024 in order to increase the compensation to the CONTRACTOR in an amount not to exceed \$102,300.34 for increases in the cost and labor to supply Garland Modified Roofing Systems as per the ITB, increases in the cost and labor to perform column adjustments, increases in the cost and labor to perform concrete, masonry, electrical and mechanical changes, and increase in cost and labor for stucco work on the exterior trash room; and

WHEREAS, CRA and CONTRACTOR entered into a Fourth Amendment dated February 29, 2024 in order to increase the compensation to the CONTRACTOR in an amount not to exceed \$3,314.36 for materials and labor to perform necessary structural adjustments for openings at the front of the commercial building; and

WHEREAS, CRA and CONTRACTOR desire to enter into this Fifth Amendment to modify the Termination Date and in order to increase the compensation to the CONTRACTOR in an amount not to exceed \$17,170.62 for materials and labor to perform column adjustments, materials and labor to add a second floor mop sink and wall bumper, materials and labor to remove a tree, storage cost for glass doors and window frames and storage cost for HVAC system; 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 CONTRACTOR agree to amend the Agreement, as amended, to increase the compensation to the CONTRACTOR in an amount not to exceed \$17,170.62 for materials and labor to perform column adjustments, materials and labor to add a second floor mop sink and wall bumper, materials and labor to remove a tree, storage cost for glass doors and window frames and storage cost for HVAC system and as further set forth in the Change Order attached as Exhibit "A" to this Fifth Amendment, which is incorporated herein by reference. The total sum due to

the CONTRACTOR is amended to \$2,864,253.32.

3. That the CRA and the Contractor agree to amend the Agreement to extend the Contract Term and the completion date to November 21, 2024. The Substantial Completion date shall be thirty (30) days prior to the completion date.

4. All indemnification and insurance provisions of the Agreement remain in full force and effect, including for the storage of materials provided for in his Fifth Amendment. The CRA shall have no liability, or responsibility for loss of the materials and the storage of materials provided for in this Agreement.

5. That except as amended herein, the CRA and CONTRACTOR ratify, approve, and reaffirm the terms of the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and the Agreement. The First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and this Fifth Amendment shall remain in full force and effect, except as amended herein.

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

7. All capitalized terms used but not defined herein shall have the meaning assigned in the Agreement, as amended.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Agreement on the date first written above

ATTEST:

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

Renée A. Jadusingh, Executive Director

Approved as to Form:

Ashlyn K. Darden, CRA Legal Advisor

ATTEST:

AHRENS ENTERPIRSES, INC., dba AHRENS COMPANIES, a Florida Corporation

Print Name: _____

Print Name: _____

Title: _____

Title: _____
(SEAL)

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as _____ (name of officer or agent, title of officer or agent), of AHRENS ENTERPIRSES, INC., dba AHRENS COMPANIES., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification