

**FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL
ARCHITECTURAL DESIGN SERVICES FOR THE ANDELLA PROJECT BETWEEN
PASQUALE KURITZKY ARCHITECTURE, INC.
AND
THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**

THIS FIRST AMENDMENT TO THE PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR THE ANDELLA PROJECT ("First Amendment") is made as of this ____ day of _____, _____ by and between **PASQUALE KURITZKY ARCHITECTURE, INC.**, a Florida corporation, with a principal address of 5101 NW 21ST Ave, STE 360, Fort Lauderdale, FL 33309, hereinafter referred to as "ARCHITECT", and the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a Florida public agency created pursuant to Chapter 163, Florida Statutes, with an address of 20 N. Swinton Avenue, Delray Beach, FL 33444 (hereinafter referred to as the "CRA").

WITNESSETH:

WHEREAS, the CRA and ARCHITECT previously entered into an Agreement for Professional Architectural Design Services for the Andella Project dated January 11, 2018 (hereinafter referred to as the "Original Agreement"); and

WHEREAS, Andella Project is currently known as Corey Jones Isle Workforce Housing Development Project; and

WHEREAS, CRA and ARCHITECT desire to enter into this First Amendment in order to extend the Original Agreement for an additional one (1) year term commencing on January 17, 2021 and terminating on January 18, 2022, for the ARCHITECT to provide additional services, and to amend certain fees; 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 CRA and the ARCHITECT hereby extend the Original Agreement for an additional one (1) year term, commencing on January 17, 2021 and terminating on January 18, 2022.

3. The CRA shall pay the costs for the below additional services within thirty (30) days of the ARCHITECT providing the CRA with an invoice documenting the additional services provided as follows:

- **Change in documents for the addition of a coach light adjacent to the garage door**
- **Additional reviews of stair shop drawings and drawing of stair shop drawings**
- **Third and fourth review of the truss shop drawings**

4. The CRA agrees to pay the ARCHITECT for the reasonable actual costs of printing of construction documents, for any future requests, within thirty (30) days of the ARCHITECT providing the CRA with an invoice documenting the printing charges, or the CRA agrees to pay the printing company directly within thirty (30) days of receipt of an invoice documenting the printing charges. The total cost for the printing charges shall not exceed actual costs.

5. The Repeat Fee per Lot in the Original Agreement is hereby amended to the amount of \$4,500.00 for Model A and the amount of \$5,200.00 for Model B, and as described in Amended Exhibit "A" attached hereto.

6. The hourly rates for the ARCHITECT to respond to requests from the City of Delray Beach permitting department is hereby included as described in Amended Exhibit “A” and is not to exceed the total amount of \$3,000.00.

7. The notice addresses for the CRA in Section 14 of the Original Agreement entitled “Notice” are hereby amended as follows:

For CRA: Delray Beach Community Redevelopment Agency
20 N. Swinton Avenue
Delray Beach, FL 33444
Telephone No. (561) 276-8640
Facsimile No. (561) 276-8558
Attention: Renée A. Jadusingh, Executive Director

Copy to: Kim N. Phan, Esq.
Kimp@mydelraybeach.com

8. That except as amended herein, the CRA and ARCHITECT ratify, approve and reaffirm the terms of the Original Agreement, and the Original Agreement shall remain in full force and effect, except as amended herein.

9. All capitalized terms used but not defined herein shall have the meanings assigned in the Original Agreement.

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

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year 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

ARCHITECT:
PASQUALE KURITZKY ARCHITECTURE,
INC.
Print Name: _____
Title: _____

ATTEST:

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 _____ by _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Signature

Name

Title

Serial number

Amended Exhibit “A”

Corey Jones Isle Workforce Housing Development Project (formerly known as Andella Project)

The following Sections of Exhibit “A” to the Original Agreement are hereby amended as follows:

II. SCOPE OF SERVICES

PART IV – Fee for Service

	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)
Repeat Fee per Lot	\$4,500.00	\$5,200.00

The Repeat Fees shall be invoiced upon issuance of a building permit for each model.

PART VIII – Hourly Rate Schedule for Requests from City of Delray Beach Permitting Department

Maximum amount of \$3000.00

Team Member	Hourly Rates
<u>Architect</u>	
Principal	\$200.00
Project Architect	\$165.00
Project Manager	\$135.00
Administrative Staff	\$75.00
<u>Structural Engineering</u>	
Principal	\$150.00
Engineer	\$95.00
CADD Tech.	\$78.00
Administrative Staff	\$48.00
<u>Mechanical, Electrical, Plumbing</u>	
Principal	\$150.00
Project Manager	\$125.00
Engineer	\$100.00
CADD Tech.	\$60.00
Administrative Staff	\$40.00
<u>Civil Engineering</u>	
Project Manager	\$125.00
Professional Engineer (PE)	\$125.00
Project Engineer	\$100.00
Field Inspector	\$90.00
CADD Tech.	\$80.00
<u>Landscape Architecture</u>	
Landscape Architect (RLA)	\$125.00
Landscape Designer	\$90.00
CADD Tech.	\$80.00