

**REINSTATEMENT AND FOURTH AMENDMENT TO THE WORK
ASSIGNMENT BETWEEN THE DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY AND SONG & ASSOCIATES, INC.**

THIS **REINSTATEMENT AND FOURTH AMENDMENT TO THE WORK
ASSIGNMENT** ("Fourth Amendment") is made and entered into as of the ____ day of April, 2023, 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 **SONG & ASSOCIATES, INC.** (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, the CRA and CONSULTANT previously entered into a Work Assignment for the design at 95 SW 5th Avenue (the "Project") dated November 13, 2018, (the "Original Work Assignment"); and

WHEREAS, the CRA and CONSULTANT entered into a First Amendment to Work Assignment dated June, 2020 to extend the timeline for the CONSULTANT to complete the project and for additional design and consulting services required for site plan approval ("First Amendment"); and

WHEREAS, the CRA and CONSULTANT entered into a Second Amendment to Work Assignment executed March 8, 2021 for additional civil, architectural and landscape design services to finalize the design and move forward with the project through to completion of construction ("Second Amendment"); and

WHEREAS, the CRA and CONSULTANT entered a Third Amendment, on July 16, 2021, in order for the CONSULTANT to perform additional survey services required for required right of way dedication ("Third Amendment"); and

WHEREAS, the CRA and CONSULTANT agree to enter into this Fourth

Amendment in order to reinstate the Original Work Assignment, extend the timeline for the CONSULTANT to complete the Project, and amend the Scope of Services for the CONSULTANT to perform additional site geotechnical exploration services to provide a geotechnical engineering report as required for the general site preparation and the structural foundation design for an amount not to exceed \$3,570.00, as described in Exhibit "A" attached hereto.

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. Effective as of _____, the CRA and CONTRACTOR hereby reinstate the Original Work Assignment and agree to amend Section 5 of the Original Work Assignment to extend the Complete Date for the Project to no later than September 30, 2024.

3. The Original Work Assignment Scope of Services is amended for the CONSULTANT to perform additional site geotechnical exploration services to provide a geotechnical engineering report as required for the general site preparation and the structural foundation design for an amount not to exceed \$3,570.00, as described in Exhibit "A" attached hereto.

4. That except as amended herein, the CRA and CONSULTANT ratify, approve, and reaffirm the terms of the Original Work Assignment, and the Original Work Assignment shall remain in full force and effect, except as amended herein.

5. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Work Assignment, the First Amendment, the Second Amendment, Third Amendment or this Fourth Amendment, this Fourth Amendment shall control to the extent of any such conflict or ambiguity excluding any terms and conditions from any third parties or subcontractors.

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IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to the Work Assignment on the date first written above

**DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Adam Frankel, Chair

ATTEST:

Renée A. Jadusingh
CRA Executive Director

APPROVED TO FORM:

Kim N. Phan, Esq., CRA Legal Advisor

ATTEST:

SONG & ASSOCIATES, INC.
a Florida corporation

By: _____
Print Name: Youn Lee

By: _____
Title: PRINCIPAL, ROBERT CASTROVINCI

STATE OF FLORIDA)
COUNTY OF DADE) ss:

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 14 day of APRIL, 2023, by ROBERT CASTROVINCI, as _____ (name of officer or agent, title of officer or agent), of Song & Associates, Inc., a Florida corporation, on behalf of the limited liability company. He/She is personally known to me or has produced (type of identification) as identification



Perry Douglass
Comm. #GG955662
Expires: May 1, 2024
Bonded Thru Aaron Notary

Signature
Perry Douglass, Notary
Name and Title
GG955662
Commission Number

EXHIBIT “A”