

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

THIS **SIXTH AMENDMENT TO THE WORK ASSIGNMENT** (“Sixth Amendment”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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”).

**W I T N E S S E T H:**

**WHEREAS**, the CRA and CONSULTANT previously entered into a Work Assignment for the design at 95 SW 5<sup>th</sup> Avenue (the “Project”) dated November 13, 2018, (the “Work Assignment”); and

**WHEREAS**, the CRA and CONSULTANT entered into a First Amendment to the 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 the 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 to the Work Assignment, 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 entered into the Reinstatement and Fourth Amendment to the Work Assignment, on April 26, 2023 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 (“Fourth Amendment”).

**WHEREAS**, the CRA and CONSULTANT entered into a Fifth Amendment to the Work Assignment, on July 23, 2024, in order to extend the timeline for the CONSULTANT to complete the Project, and amend the Scope of Services for the CONSULTANT to perform extended construction administration services for an amount not to exceed \$6,800.00, (“Fifth Assignment”),

**WHEREAS**, the CRA and CONSULTANT desire and agree to enter into this Sixth Amendment to the Work Assignment (“Sixth Amendment”) in order to extend the timeline for the CONSULTANT to complete the Project, and to perform extended construction administration services 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 November 18, 2024, the CRA and CONTRACTOR hereby agree to amend Section 5 of the original Work Assignment to extend the Completion Date for the Project to March 6, 2025.
3. That the original Work Assignment Scope of Services is amended for the

CONSULTANT to perform extended construction administration services for an amount not to exceed \$8,800.00, 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, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment; and the original Work Assignment, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment 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, Fourth Amendment, Fifth Amendment, or this Sixth Amendment, this Sixth Amendment shall control to the extent of any such conflict or ambiguity excluding any terms and conditions from any third parties or subcontractors.

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

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**IN WITNESS WHEREOF**, the parties have executed this Sixth Amendment to the

Work Assignment on the date first written above

**DELRAY BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Tom Carney, Chair

ATTEST:

\_\_\_\_\_  
Renée A. Jadusingh  
CRA Executive Director

APPROVED TO FORM:

\_\_\_\_\_  
CRA Legal Counsel

ATTEST:

**SONG & ASSOCIATES, INC.**  
a Florida corporation

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA                    )  
  )ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of \_\_\_physical presence or \_\_\_ online notarization, this \_\_\_ day of \_\_\_\_\_, 2024, by

\_\_\_\_\_, 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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Commission Number

## EXHIBIT A