

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

THIS SEVENTH 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 CRA No. 2022-01-R and addendums ("ITB), and the CONTRACTOR's response to the ITB, including all documents required thereunder ("Agreement"); and

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

WHEREAS, the CRA and the CONTRACTOR previously entered into a Second Amendment to the Agreement 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; and

WHEREAS the CRA and the CONTRACTOR previously entered into a Third Amendment to the Agreement 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 the CRA and the CONTRACTOR previously entered into a Fourth Amendment to the Agreement 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, the CRA and the CONTRACTOR previously entered into a Fifth Amendment to the Agreement dated June 20, 2024, in order to modify the Termination Date to November 21, 2024, and 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

WHEREAS, the CRA and the CONTRACTOR previously entered into a Sixth Amendment to the Agreement in order to increase the compensation to the CONTRACTOR in an amount not to exceed \$40,843.42 for materials and labor to add a drywall header at the ceiling, to add a metal frame and anchors for louvers at the garage entrance, to increase the beam width from 8" to 12" on the East and West sides of the roof, and to account for necessary extension of the builders risk insurance due to the extension of the Termination Date; and

WHEREAS, the CRA and the CONTRACTOR desire to enter into this Seventh Amendment to the Agreement in order to increase the compensation to the CONTRACTOR in an amount not to exceed \$3,549.77 for materials and labor to perform a directional bore related to electrical work, and in order to perform special inspections for hoist beam and interior stairs as required by the City of Delray Beach Building Inspector.

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 \$3,549.77 for materials and labor to perform a directional bore related to electrical work, and in order to perform special inspections for hoist beam and interior stairs as required by the City of Delray Beach Building Inspector and as further set forth in the Change Orders attached as Exhibit "A" to this Seventh Amendment, which is incorporated herein by reference. The total sum due to the CONTRACTOR is amended to \$2,908,646.51.

3. 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, Fifth Amendment, and Sixth Amendment. The First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, and this Seventh 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 Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh Amendment, this Sixth Amendment shall control to the extent of any such conflict or ambiguity.

5. 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 Seventh

Amendment to the Agreement on the date first written above

ATTEST:

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

Name:

Tom Carney, CRA Board Chair

Approved as to Form:

CRA Legal Counsel

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.

NOTARY PUBLIC