

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

THIS **FIFTH AMENDMENT TO THE WORK ASSIGNMENT** (“Fifth 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”).

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 entered into the Reinstatement and Fourth Amendment, 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.

WHEREAS, the CRA and CONSULTANT agree to enter into this Fifth Amendment 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 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 July 23, 2024, 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 November 21, 2024.

3. The Original Work Assignment Scope of Services is amended for the CONSULTANT to perform extended construction administration services for an amount not to exceed \$6,800.00, 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, 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, Fourth Amendment or this Fifth Amendment, this Fifth 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 Fifth 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"

