

**SECOND AMENDMENT TO THE AGREEMENT  
BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY  
AND WAYPOINT CONTRACTING, INC.  
(313 NE 3rd Street)**

**THIS SECOND AMENDMENT TO THE AGREEMENT** (“Second Amendment”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2026, 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 **WAYPOINT CONTRACTING, INC.**, a Florida Profit Corporation (hereinafter referred to as "CONTRACTOR").

**WITNESSETH:**

**WHEREAS**, the CRA and the CONTRACTOR previously entered into an Agreement dated January 27, 2026, for Exterior and Interior Repairs to the CRA-Owned Building Located at 313 NE 3rd Street- Arts Warehouse pursuant to the CRA’s Invitation to Bid No. 2025-03 and addendums (“ITB”), and the CONTRACTOR’s response to the Invitation to Bid, including all documents required thereunder (“Agreement”); and

**WHEREAS**, the CRA and the CONTRACTOR amended the Agreement on February 26, 2026, (“First Amendment”) to amend the scope of services to include necessary HVAC related labor and materials, and to increase the compensation owed to CONTRACTOR.

**WHEREAS**, the CRA and the CONTRACTOR desire to enter into this Second Amendment to increase the price of the compensation owed to the CONTRACTOR in an amount not to exceed Thirty Four Thousand Four Hundred Two Dollars and Three Cents (\$34,402.03) for the labor and materials needed for the additional interior concrete floor repairs as set forth in “Exhibit A” to this Second Amendment, which is incorporated herein by reference. The total maximum contract sum due to the CONTRACTOR is amended to

Eight Hundred Eighty-Six Thousand Eight Hundred Eighty-Eight Dollars and Three Cents (\$886,888.03).

**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 to amend the Agreement to increase the price of the compensation owed to the CONTRACTOR Thirty Four Thousand Four Hundred Two Dollars and Three Cents (\$34,402.03) for the labor and materials needed for the additional interior concrete floor repairs as set forth in "Exhibit A" to this Second Amendment, which is incorporated herein by reference. The total maximum contract sum due to the CONTRACTOR is amended to Eight Hundred Eighty-Six Thousand Eight Hundred Eighty-Eight Dollars and Three Cents (\$886,888.03).

3. That except as amended herein, the CRA and CONTRACTOR ratify, approve, and reaffirm the terms of the Agreement, and the Agreement 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, and this Second Amendment, this Second 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.



## Exhibit "A"



**Waypoint Contracting, Inc.**  
Powered by RedTeam

## CONSTRUCTION MANAGEMENT CHANGE PROPOSAL



4/14/2026

Christine Tibbs  
Delray Beach Community Redevelopment Agency  
20 N Swinton Ave  
Delray Beach, FL 33444

Re: Our Change Proposal 25069-02 for **Additional Crack Repairs per Owner's Instruction**

Project: Delray Beach CRA Exterior and Interior Art Warehouse Repairs | 313 N.E. 3rd Street, Delray Beach  
Arts Warehouse  
Arts Warehouse, 313 N.E. 3rd Street, Delray Beach, FL 33444

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

Per instructions provided by the Project Owner and Architect of Record under RFI#004, additional cracks identified for Phase 1 (front portion of the first floor) and Phase 2 are outlined in red on the attached structural plan.

Important Note: The Contractor is executing the work based on the direction provided and assumes no responsibility for engineered design, analysis, or long-term performance of these repairs, as no engineered control or monitoring of the additional cracks has been performed. As such, the Owner has instructed the work to proceed without special inspections and/or EOR oversight. The method of execution has been inspected over mockup sample approved (RFI#004).

Phase 3 (back portion of the first floor) has not been inspected, as the area has been used for storage and was not accessible for evaluation.

Phasing is defined as follows:

- Phase 1: Front portion of the first floor
- Phase 2: Second level of the building
- Phase 3: Back portion of the first floor

Price: **\$34,402.03** Thirty Four Thousand Four Hundred Two Dollars and Three Cents

Time: The duration of the Work to achieve Substantial Completion will be **UNCHANGED**.

Clarification(s): None.

Expiration: This Proposal shall remain open for 30 calendar day(s).

Attachment(s): Negotiated Pricing Summary  
Negotiated Pricing Detail

Please contact me at 7866081406 or via e-mail [yguatame@waypointci.com](mailto:yguatame@waypointci.com) if you have any questions or require additional information.

Regards,

**Waypoint Contracting, Inc.**

Yesid Guatame

Project Manager

**ACCEPTANCE OF PROPOSAL**

The Scope of Work described above supersedes any and all prior communication about this Change.

Client Signature:

\_\_\_\_\_  
Delray Beach Community Redevelopment Agency

Date:

\_\_\_\_\_



**25069 - 02 - Additional Crack Repairs per Owner's Instruction**

Manager: Yesid Guatame

As of 4/16/2026

Potential Change 02

	Cost Division	Labor (\$)	Material (\$)	Subcontract (\$)	Equipment (\$)	Other (\$)	Total (\$)
01	General Requirements	852.68	0.00	0.00	0.00	0.00	852.68
03	Concrete	0.00	3,275.00	26,082.00	0.00	0.00	29,357.00
	<b>SUBTOTAL DIRECT COSTS</b>	<b>852.68</b>	<b>3,275.00</b>	<b>26,082.00</b>	<b>0.00</b>	<b>0.00</b>	<b>30,209.68</b>
	Indirect Costs	0.00	0.00	0.00	0.00	0.00	
	Indirect Cost Allocation Rates	0.00%	0.00%	0.00%	0.00%	0.00%	
	<b>TOTAL DIRECT &amp; INDIRECT COSTS</b>	<b>852.68</b>	<b>3,275.00</b>	<b>26,082.00</b>	<b>0.00</b>	<b>0.00</b>	<b>30,209.68</b>
	Fee					10.00%	3,020.97

Supplemental Markups

-	00730	Builder Risk	1.00	Percent of Total Price	332.31
-	01050	Bond	2.50	Percent of Total Price	839.07

<b>TOTAL PRICE</b>					<b>\$34,402.03</b>
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**25069 - 02 - Additional Crack Repairs per Owner's Instruction**

Manager: Yesid Guatame

As of 4/16/2026

Potential Change 02

	Description	Quantity	U/M	Labor (\$)	Material (\$)	Subcontract (\$)	Equipment (\$)	Other (\$)	Total (\$)
01301	Project Manager	2.00	hrs	188.74	0.00	0.00	0.00	0.00	188.74
	Project Manager	2.00	hrs	Labor @	94.37	=			188.74
01302	Assistant Project Manager	4.00	hrs	252.44	0.00	0.00	0.00	0.00	252.44
	Assistant Project Manager	4.00	hrs	Labor @	63.11	=			252.44
01307	Superintendent	5.00	l/s	411.50	0.00	0.00	0.00	0.00	411.50
	Superintendent	5.00	hrs	Labor @	82.30	=			411.50
03000	Concrete	50.00	l/s	0.00	3,275.00	26,082.00	0.00	0.00	29,357.00
	Additional Crack Repairs as Outlined in Attached Drawings - Phase 1 & 2	621.00	lf	Subcontract @	42.00	=			26,082.00
	Additional Slab Repair per Detail #5 Sheet #S-2.0. Dimension: 11'x24"	1.00	l/s	5300 Material @	3,275.00	=			3,275.00
<b>SUBTOTAL DIRECT COSTS</b>		<b>852.68</b>		<b>3,275.00</b>	<b>26,082.00</b>		<b>0.00</b>	<b>0.00</b>	<b>30,209.68</b>
	Indirect Costs	0.00		0.00	0.00		0.00	0.00	
	Indirect Cost Allocation Rates	0.00%		0.00%	0.00%		0.00%	0.00%	
<b>TOTAL DIRECT &amp; INDIRECT COSTS</b>		<b>852.68</b>		<b>3,275.00</b>	<b>26,082.00</b>		<b>0.00</b>	<b>0.00</b>	<b>30,209.68</b>
	Fee							10.00%	3,020.97
<b>Supplemental Markups:</b>									
00730	Builder Risk	1.00	Percent of Total Price						332.31
01050	Bond	2.50	Percent of Total Price						839.07
<b>TOTAL PRICE</b>									<b>\$34,402.03</b>

**REQUEST FOR INFORMATION**

Date:	04/02/2026	RFI #:	004
To:	Currie Sowards Aguila Architects	Project #:	25069
Attention:	Keith Beal	Required by:	04/09/2026
Phone:			
Project:	Delray Beach CRA Exterior and Interior Art Warehouse Repairs   313 N.E. 3rd Street, Delray Beach		
By:	Manuel Travisani, Assistant Project Manager		

Subject:	Crack Repair Mockup Approval and Scope Clarification
Ref:	
Attachment(s):	

- S1.0 - STRUCTURAL FLOOR PLAN - CRACKS FIRST PHASE

<https://redteam.link/5rqbetq>

- WhatsApp Image 2026-04-02 at 1.37.33 PM



<https://redteam.link/ieujfyd>

- WhatsApp Image 2026-04-02 at 1.37.33 PM (1)



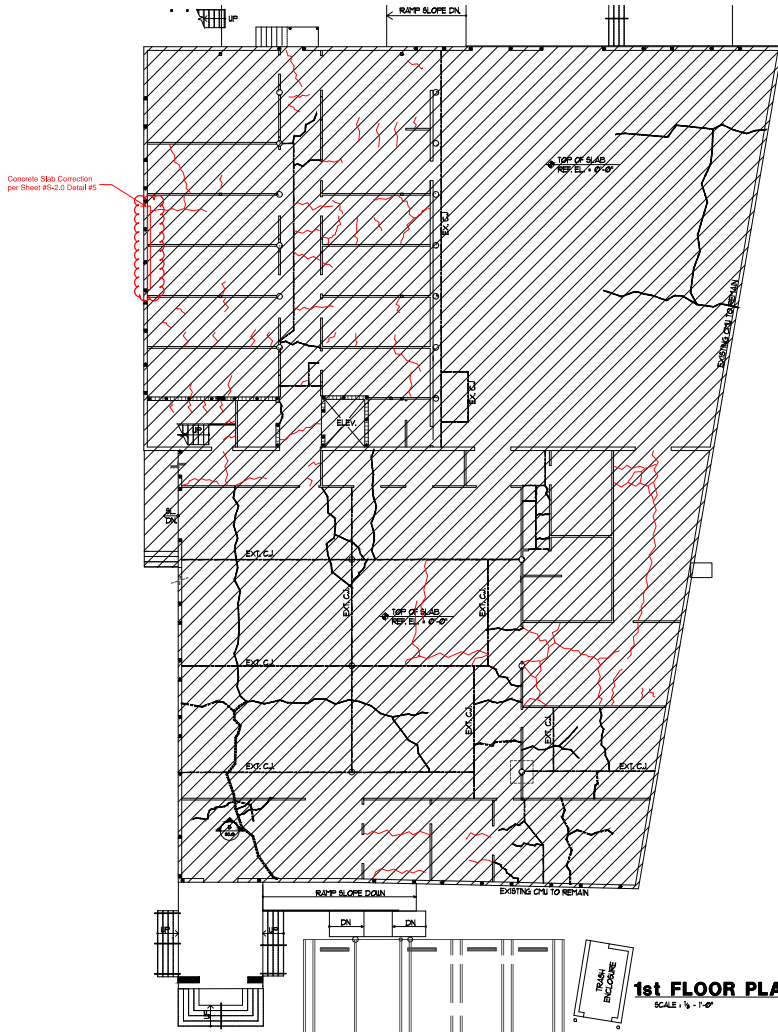
<https://redteam.link/t8kpdoa>

<b>Information Requested/Description:</b>	
<p>Please be advised that, based on the <b>mockup samples performed</b> (with backer and without backer, see attached photos), a site evaluation took place on <b>Tuesday and Wednesday, March 31st and April 1st</b>, following the previously reviewed and approved submittal package, <b>with all prior comments addressed through the mockup, and no outstanding items remaining.</b></p> <p>This RFI is submitted to obtain <b>formal confirmation and approval</b> of the selected repair method and finish condition. Please confirm that the approved finish is acceptable in terms of <b>aesthetics, texture, surface condition, and color</b>, and that the Contractor shall replicate this approved mockup standard for all crack repairs throughout the project.</p> <p>Additionally, please be advised that, during a <b>site walkthrough with the Owner and AOR</b>, and based on Sheet <b>S1.0 – First Floor Plan</b>, it was identified that the repair scope is to be <b>extended by approximately 50 LF</b>, beyond the originally defined limits per the contract drawings.</p> <p>Waypoint Contracting (WCI) has received a preliminary cost from the Vendor in the amount of <b>\$42/LF</b> plus WCI O&amp;P + fees as necessary for this additional work. Please note that this walkthrough and associated quantity apply <b>only to the first phase (front area)</b> and do not include the remaining areas at the <b>rear of the first floor or second floor</b>, which will be evaluated in future walkthroughs which may lead to additional costs.</p> <p>Please confirm formal approval of the mockup finish standard and advise on how to proceed regarding the <b>additional scope and associated cost.</b></p>	
<b>Suggestion:</b>	

## RESPONSE TO R.F.I. #004

<b>Responded By:</b>	Walt Sanchez, <i>CRA Project Manager</i> Delray Beach Community Redevelopment Agency
<b>Returned Date:</b>	04/03/2026
<b>Answer:</b>	The mockup of the floor crack repair is acceptable to the city with the understanding that the cutting and routing of the crack will be neat in nature and the crack repair material is fully and properly applied within the crack with no voids or gaps.

<b>Attachment:</b>	
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**SCOPE OF WORK**

1. REPAIR CRACKS IN THE CONCRETE SLAB-ON-GRADE ON THE FIRST FLOOR AND THE CONCRETE SLAB-ON-METAL DECK ON THE SECOND FLOOR BY INJECTING EPOXY, AS PER THE PROVIDED DETAILS.
2. INCREASE THE HEIGHT OF THE PARAPET WALL AT THE ROOF, AS PER THE PROVIDED DETAILS.

**PLAN NOTE**

1. THE FOLLOWING LINE TYPES INDICATE
- A- CONCRETE CRACKS WITH A THICKNESS OF 1/8" OR LESS
  - B- CONCRETE CRACKS WITH A THICKNESS OF 1/8" OR LESS
  - C- CONCRETE CRACKS WITH A THICKNESS OF 1/4" OR LESS
  - D- USE COMMON CJ LINE
  - E- DENOTES IS EXISTING STRUCTURE TO REMAIN
1. FOR CRACKS IN CONCRETE GREATER THAN 1/8" IN THICKNESS, REFER TO DETAIL 4-82D
  2. FOR AREAS WITH MULTIPLE CRACKS, THE DAMAGED CONCRETE SHALL BE REMOVED AND RE-POURED AS PER DETAIL 3-82D



**CURRIE SOWARDS AGUILA architects**

Architectural Planning:  
EMANOEL, B.  
Sustainable Design:  
AA30031584  
155 NE 4TH AVENUE, SUITE 101  
DELRAY BEACH, FL 33483  
T (561) 326-1111 F (561) 326-1112  
E: [info@csaarchitects.com](mailto:info@csaarchitects.com)



PROJECT #11  
**ROOF REPAIRS AT THE ARTS WAREHOUSE FOR DELRAY CRA**

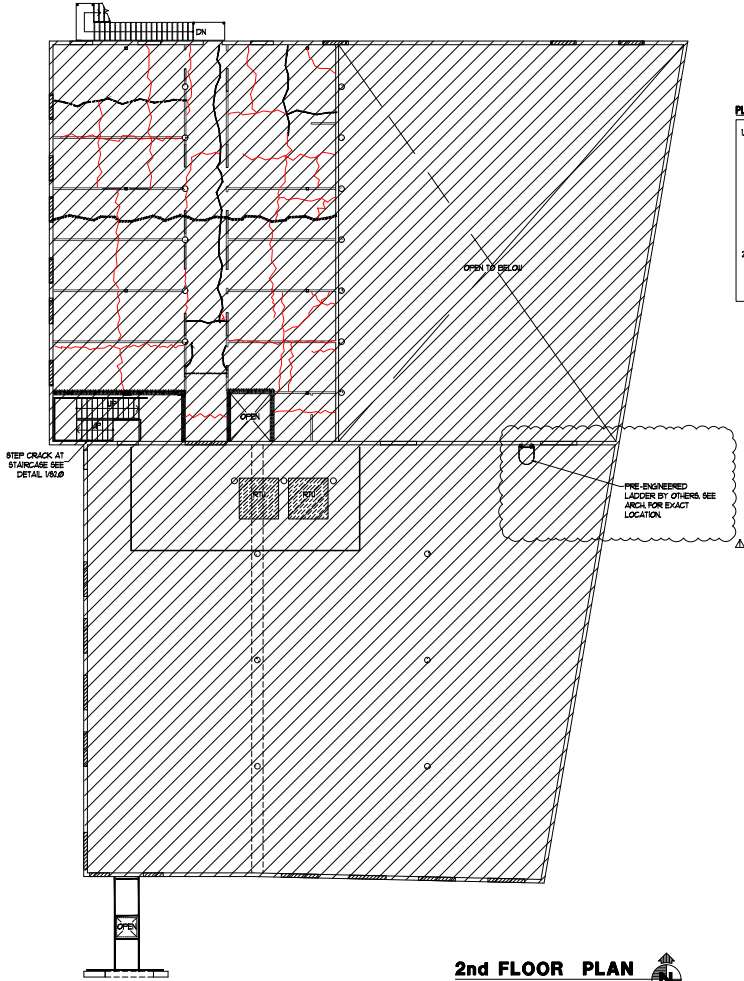
313 NE 3RD ST.  
DELRAY BEACH, FL 33444

THESE DRAWINGS ARE PREPARED IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS AND REPRESENT THE ARCHITECT AND ENGINEER'S BEST AND NEAREST OPINION. THEY ARE NOT INTENDED TO PROVIDE EVIDENCE IN A COURT OF LAW. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SUBMITTALS AND OTHER COORDINATION EFFORTS FULLY RESPONSIBLE FOR PROVIDING A COMPLETE AND OPERATING BUILDING. ALL ITEMS PRESENTED ON THESE PLANS OR NOT.

DATE: 02/20/25  
JOB NUMBER: 240702  
PROJECT NUMBER:  
**S1.0**

**1st FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

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**PLAN NOTE**

1. THE FOLLOWING LINE TYPES INDICATE

- A. ——— CONCRETE CRACKS WITH A THICKNESS OF 1/8" OR LESS
- B. - - - - CONCRETE CRACKS WITH A THICKNESS OF 1/8" OR LESS
- C. - - - - CONCRETE CRACKS WITH A THICKNESS OF 1/4" OR LESS
- D. ——— USE COMMON C/J LINE
- E. [Hatched Box] DENOTES EXISTING STRUCTURAL TO REMAIN

2. FOR CRACKS IN CONCRETE GREATER THAN 1/8" IN THICKNESS, REFER TO DETAIL 40510



220 Congress Park Drive Suite 232  
 Delray Beach, FL 33448  
 (561) 276-1111  
 E. Email: info@csa.com  
 www.csa.com  
 Permit Paper No. C2002014



**CURRIE SOWARDS AGUILA architects**  
 Architectural Planning:  
 Structural Design:  
 AA30031584

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 DELRAY BEACH, FL 33483  
 T (561) 276-1111 F (561) 247-1414  
 Website: www.curriesowards.com

**PROJECT #11**  
**ROOF REPAIRS AT THE ARTS WAREHOUSE FOR DELRAY CRA**

313 NE 3RD ST.  
 DELRAY BEACH, FL 33444

THESE DRAWINGS ARE PREPARED IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS AND REPRESENT THE ARCHITECT AND ENGINEER'S BEST PROFESSIONAL JUDGMENT. THEY ARE NOT INTENDED TO PRECLUDE LIABILITY OF THE CONTRACTOR IN CONNECTION WITH THE CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A COMPLETE AND OPERATING BUILDING PERMIT AS PRESENTED ON THE PLANS OR NOT.

DATE: 02/20/25  
 SHEET NO: 240702  
 PROJECT NUMBER: S1.1