

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

THIS **EIGHTH AMENDMENT TO THE WORK ASSIGNMENT** ("Eighth Amendment") is made and entered into as of the ____ day of _____, 2025, 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 5th 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 1, 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 Three Thousand Five Hundred Seventy Dollars and Zero Cents 00/100 (\$3,570.00) (“Fourth Amendment”); and

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 Six Thousand Eight Hundred Dollars and Zero Cents 00/100 (\$6,800.00) (“Fifth Assignment”); and

WHEREAS, the CRA and CONSULTANT entered into a Sixth Amendment to the Work Assignment, on November 18, 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 Eight Thousand Eight Hundred Dollars and Zero Cents (\$8,800.00) (“Sixth Amendment”); and

WHEREAS, the CRA and CONSULTANT entered into a Seventh

Amendment to the Work Assignment, on February 25, 2025, 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 Six Thousand Six Hundred Dollars and Zero Cents (\$6,600.00) (Seventh Amendment); and

WHEREAS, the CRA Board approves and authorizes the Chair or Vice Chair to execute the Eighth Amendment to the Work Assignment in order to reinstate the original Work Assignment, to extend the timeline for the CONSULTANT to complete the Project to March 31, 2026, and amend the Scope of Services for the Consultant to perform extended construction administration services for an amount not to exceed One Thousand Eight Hundred Dollars and Zero Cents 00/100 (\$1,800.00), as described in Exhibit “A” and 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 September 30, 2025, the CRA and CONSULTANT hereby agree to amend Section 5 of the original Work Assignment to extend the Completion Date for the Project to March 31, 2026.
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 One Thousand Eight Hundred Dollars and Zero Cents 00/100 (\$1,800.00), 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, Fifth Amendment, Sixth Amendment, and Seventh Amendment; and the original Work Assignment, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, and Seventh 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, Sixth Amendment, Seventh Amendment, or this Eighth Amendment, this Eighth 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.

(Signature Page to Follow)

**DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY**

ATTEST:

APPROVED TO FORM:

ATTEST:

By:

Print Name: _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ as _____ of _____ named in the foregoing agreement and that he/she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him/her by said _____ and that the Corporate seal affixed thereto is the true corporate seal of said Corporation.

Notary Public – State of Florida

Exhibit A



August 18, 2025

Mr. Ivan Cabrera
20 North Swinton Avenue
Delray Beach, Florida 33444

RE: Architectural Design & Engineering Services for Delray Beach CRA
95 SW 5th Ave Development
Additional Services Proposal #9 – Utility plan revision to add 1½” Fire Service

Dear Mr Cabrera:

Song + Associates, Inc. respectfully requests approval of this Additional Service proposal for the revision of the utility plans to add a 1 ½” fire service for the fire protection system required in the elevator hoistway per the State Inspector’s comments.

I. PROFESSIONAL FEES

The proposed net change to our contract amount will be as follows:

Current Contract Value	\$	159,493.00
Additional Service Fee – Utility plan revision to add 1½” Fire Service	\$	1,800.00
Proposed New Contract Amount	\$	161,293.00

Acceptance of this Proposal may be indicated by the signature of a duly authorized official of Delray Beach CRA in the space provided below. Returning an executed copy of this proposal to our office will indicate agreement between the parties. Song + Associates will await a contract agreement as prepared by the Delray Beach CRA.

We appreciate this opportunity and look forward to continuing to serve the Delray Beach CRA.

Sincerely,

Henrique Certad, LEED AP
Project Manager

Song + Associates, Inc.

Architecture • Planning • Interior Design

1545 Centrepark Drive North
West Palm Beach, Florida 33401
T : 561.655.2423 F : 561.655.1482

American Institute of Architects / NCARB

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cc: Lisa Centeno, S+A
Rob Castrovinci, S+A
File

Accepted By: _____ Title: _____

Print Name: _____ Date: _____