

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

**THIS SIXTH 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 5<sup>th</sup> Avenue Commercial Building Construction Project pursuant to the CRA's Invitation to Bid No. 2022-01-R and addendums ("1TB"), and the CONTRACTOR's response to the Invitation to Bid, including all documents required thereunder ("Agreement"); and

**WHEREAS**, the CRA and CONTRACTOR entered into a First Amendment to Agreement dated April 25, 2023 to add a liquidated damages provision and clarifying certain terms of the 1TB ("First Amendment"); and

**WHEREAS**, CRA and CONTRACTOR entered into a Second Amendment 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 which increased the total sum due to the CONTRACTOR TO \$2,741,468.00; and

**WHEREAS**, CRA and CONTRACTOR entered into a Third Amendment 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**, CRA and CONTRACTOR entered into a Fourth Amendment 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**, CRA and CONTRACTOR entered into a Fifth Amendment dated 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**, CRA and CONTRACTOR desire to enter into this Sixth Amendment to modify the Builder's Risk Policy and 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 for modification to the builders risk insurance; and

**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 \$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 for modification to the builders risk insurance and as further set forth in the Change Order attached as Exhibit "A" to this Sixth Amendment, which is incorporated herein by reference. The total sum due to the CONTRACTOR is amended to \$2,905,096.74.

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, and Fifth Amendment. The First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and this Sixth 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, the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and this Sixth 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 Sixth Amendment to the Agreement on the date first written above

ATTEST:

DELRAY BEACH COMMUNITY  
REDEVELOPMENT AGENCY

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

Approved as to Form:

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

**THIS SECTION INTENTIONALLY LEFT BLANK, SIGNATURE PAGE TO FOLLOW**

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