

**THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTING
SERVICES FOR THE OLD SCHOOL SQUARE (OSS) CAMPUS AND PARK
BETWEEN
THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
CURRIE SOWARDS AGUILA ARCHITECTS, INC.**

THIS THIRD AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR THE OLD SCHOOL SQUARE CAMPUS AND PARK ("Amendment") is made this ____ day of _____, 2019, by and between **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, an entity created pursuant to Chapter 163, Part III, Florida Statutes, (hereinafter referred to as the "CRA"), and **CURRIE SOWARDS AGUILA ARCHITECTS, INC.**, a Florida corporation (hereinafter referred to as the "ARCHITECT") for the Old School Square (hereinafter referred to as the "PROJECT". CRA and ARCHITECT hereafter are collectively referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, on October 20, 2016, the Parties entered into an Agreement ("Original Agreement") for Consulting Services for redevelopment of the Old School Square (OSS) Campus and Park located at 51 N. Swinton Avenue, Delray Beach, Florida 33444; and

WHEREAS, on June 8, 2017, the Parties entered into the First Amendment to the Original Agreement (the "First Amendment") to provide for an additional sixty (60) days for the ARCHITECT to complete the project, up to and including July 29, 2017; and

WHEREAS, on July 27, 2017, the Parties entered into the Second Amendment to the Original Agreement (the "Second Amendment") to provide for the extension of the project completion date; and

WHEREAS, due to budgetary considerations, the CRA tolled the timing for the project completion date during the 2017-2018 fiscal year; and

WHEREAS, the CRA budgeted funds for the reinstatement of the project, and the Parties desire to reaffirm the provisions of the Original Agreement, as amended, extend the project completion date up to and including February 28, 2020, and to provide for further amendments to the Original Agreement; and

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the CONSULTANT and the CRA agree as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. CRA and ARCHITECT hereby agree to extend the project completion date up through, and including February 28, 2020.

SECTION 3. The Parties agree to fully amend Exhibit "A" to the Original Agreement as provided in Exhibit "A" to this Third Amendment, which is attached hereto and incorporated herein by reference.

SECTION 4. The Parties agree that in all other respects the Original Agreement, as shall remain in full force and effect, except as specifically modified herein by the First Amendment, the Second Amendment, and this Third Amendment.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement, the First Amendment, the Second Amendment, and this Third Amendment, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY: _____
Shelly Petrolia, Chair

ATTEST:

By: _____
Jeff Costello, Secretary

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS AGREEMENT
AS TO FORM:

General Counsel

CURRIE SOWARDS AGUILA
ARCHITECTS, INC.

By: _____

ATTEST:

Print Name: _____

Title: _____

By: _____

(SEAL)

Print Name and Title

STATE OF _____)
)SS:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ authorized to do business in the State of Florida, and acknowledged executed the foregoing Agreement as the proper official of CURRIE SOWARDS AGUILA ARCHITECTS, INC. _____, for the use and purposes mentioned in it and affixed the official seal of the limited liability company, and that the instrument is the act and deed of that company. He is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT A

I. PROJECT BACKGROUND

On June 28, 2015, the CRA issued a Request for Qualifications (RFQ) for professional consulting services to provide an integrated design for the existing Old School Square (OSS) Center for the Arts Campus and Park consisting of 5.25 acres on Atlantic Avenue in downtown Delray Beach. The existing Campus and Park are well-known and well-used landmarks in the City.

Numerous annual public events, as well as private programs take place on this site throughout the year. It is envisioned that public engagement will be required throughout all phases of this project.

On October 15, 2015 the CRA awarded the contract and authorized contract negotiations with the ARCHITECT. Negotiations were suspended on January 14, 2016 and resumed after receiving direction from City Commission on August 23, 2016.

At the October 20, 2016 meeting, the CRA Board approved an agreement between Currie Sowards Aguila Architects, Inc. (CSA) and the Delray Beach CRA for Architectural Services for the OSS Campus and Park. In 2017, community engagement and master plan designs were completed with funding allocated towards the Christmas tree foundation and associated electrical work. The City Commission approved the Master Plan on November 20, 2017.

This Third Amendment to the Agreement is to provide services in accordance with **Part II - Task A** as described herein. This portion of the project is described as Phase I and consists of a parcel of approximately 3.7 acres, excluding the amphitheater and concessions stand.

II. PROJECT DESCRIPTION

The general scope of work to be performed by the ARCHITECT and his Consultants for services described as **Part II - Task A** shall generally include of preparation of documents required for submission to and approval by the Historic Preservation Board (HPB), followed by preparation of bid, permit, and construction documents sufficient for bid and permit, based on the previously approved **Part I - Task A** – Master Plan services.

Consulting firms working under this Agreement and included in our **Task “A”** fee include:

- Keith & Associates – Site survey, Landscape & Irrigation Design, and site hardscapes and sidewalks.
- HLB Lighting – Lighting Design
- CSG, Inc. – Cost Estimating
- Thompson & Youngross Engineering Consultants – Electrical Engineering

III. SCOPE OF SERVICES

{00270542.1 655-0600180}

PART II - Task A – HPB, Design Development, Construction Documents, and Construction Administration

Preparation of HPB submittal documents, design development, bid and permit documents, and construction administration to be provided upon written authorization by the CRA and include the following.

- HPB, site plan drawings, application submittal forms, updated boundary and topographic surveys, landscape & Irrigation design, site lighting, and other items as requested.
- Attendance at HPB and CRA Board meetings.
- Selected component design development documents.
- Preparation of bid and permit documents and attendance at meetings during bidding and permitting processes.
- Preparation of up to three opinion of probable construction costs.
- Selection and placement of site furnishings.
- Assistance during bidding and permit review.
- Construction administration services

Not included or proposed under this agreement:

- Site perimeter bollards for CERT purposes.
- Any work whatsoever associated with existing buildings.
- Water, sewer, or drainage design or modifications.
- Site signage design (proposed future locations shown only)
- Existing structure demolition.

IV. TIME OF PERFORMANCE

Scope of services for **Part II - Task “A”** described in this Exhibit will be completed within **ten (10) months** of receipt of a written notice to proceed from the CRA. Should the project completion be delayed through no fault of the design team, a sixty (60) day time extension may be approved with written authorization by the Executive Director. Any additional time extension beyond the sixty (60) days, is subject to approval by the CRA Board of Commissioners.

V. COMPENSATION

Compensation for services for **Part II - Task “A”** described herein shall be provided in accordance with the terms and conditions of the master Agreement for Professional Consulting Services for a lump-sum fee amount of **One Hundred Eighty-Two Thousand Eight Hundred and Fifty Dollars (\$182,850.00) and No Cents**. Direct reimbursable expenses are additional and will be invoiced at cost and will not exceed **\$6,500.00**, unless authorized in writing by the CRA Executive Director.

Based on the anticipated project schedule, and completing the process of HPB in a

reasonable time frame we propose the following invoicing general schedule:

• Obtaining survey, preparing base plan, site plan submittal for Historic Preservation Board consideration	\$ 72,000.00
• Complete Schematic Design, receive HPB approval	\$ 22,000.00
• Complete Design Development	\$ 20,000.00
• Complete Bid & Permit documents	\$ 40,000.00
• Bid & Permit process	\$ 9,200.00
• Construction Administration (four months)	<u>\$ 19,650.00</u>
Sub-Total	<u>\$182,850.00</u>
• Reimbursable expenses – NTE	<u>\$ 6,500.00</u>
Total Fees	<u>\$189,350.00</u>

Invoicing will be made monthly and will be based on percent completion of each task.

Services for services not specifically noted herein may be provided as an additional service.