

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

**THIS FIRST AMENDMENT TO THE WORK ASSIGNMENT** (“First Amendment”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, 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 AND ASSOCIATES, INC.** (hereinafter referred to as “CONSULTANT”).

**WITNESSETH:**

**WHEREAS**, the CRA and the CONSULTANT previously entered into a Work Assignment for the design at 95 SW 5<sup>th</sup> Avenue (the “Project”) dated November 13, 2018, (the “Original Work Assignment”); and

**WHEREAS**, the CRA and CONSULTANT agree to enter into this First Amendment in order to extend the timeline for the CONSULTANT to complete the Project and amend the Scope of Services by specifically amending Exhibit “A”; 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. Exhibit "A" of the Original Work Assignment is hereby amended by Amended Exhibit "A" attached to this First Amendment, for the CONSULTANT to provide additional services for the Project.

3. Section 5 of the Original Work Assignment is hereby amended in its entirety as follows:

*(5) The Completion Date for the Project as stated in the Original Work Assignment is hereby amended to provide for the CONSULTANT to complete the Scope of Services described in Exhibit "A", as amended by Amended Exhibit "A", attached to this First Amendment, no later than seven hundred twenty (720) days from execution of this First Amendment. The Original Work Assignment, as amended, may be extended, subject to a written amendment signed by the CRA's Executive Director. The CRA Board of Commissioners authorizes the Executive Director to execute such an amendment without further CRA Board action.*

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 and this First Amendment, this First Amendment shall control to the extent of any such conflict or ambiguity.

[This Space is Intentionally Left Blank; Signature Page to Follow]

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to the  
Work Assignment on the date first written above

**DELRAY BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Shelly Petrolia, Chair

ATTEST:

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

APPROVED TO FORM:

\_\_\_\_\_  
CRA General 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 \_\_\_\_\_, 2020, 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

## **AMENDED EXHIBIT 'A'**