

**SECOND AMENDMENT TO THE WORK ASSIGNMENT
BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
AND SYNALOVSKI ROMANIK SAYE, LLC.
(98 NW 5TH Avenue Renovation Project)**

THIS SECOND AMENDMENT TO THE WORK ASSIGNMENT (“Second 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 **SYNALOVSKI ROMANIK SAYE, LLC** (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, the CRA and the CONSULTANT previously entered into an Agreement for Professional Contracting Services dated October 1, 2018, the “Original Agreement”; and

WHEREAS, the CRA and the CONSULTANT entered into a Work Assignment on November 13, 2018 (“Original Work Assignment”), for the CONSULTANT to provide services associated with the design, bidding, permitting, and assistance during construction of the renovation of the commercial structure located at 98 NW 5th Avenue, Delray Beach (“Property”); and

WHEREAS, the CRA and the CONSULTANT entered into a First Amendment to Work Assignment on July 9, 2019 (“First Amendment”), for the CONSULTANT to provide additional services for the Property including civil engineering and landscape architecture services; and

WHEREAS, CRA and CONSULTANT desire to enter into this Second Amendment in order for the CONSULTANT to provide additional professional services related to site plan modifications for the Property; 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 CONSULTANT agree to amend the Original Work Assignment, as amended, for the CONSULTANT to provide the CRA with additional professional services related to the site plan modifications as more particularly described in Exhibit "A" to this Second Amendment, which is attached hereto and incorporated herein by reference.

3. The budget for the Project as stated in the Original Work Assignment, as amended, is hereby amended to reflect the adjustments indicated on Exhibit "A" to this Second Amendment.

4. The completion date for the Project is hereby amended to provide for the CONSULTANT to complete the professional services described in Exhibit "A" to this Second Amendment, no later than July 30, 2021.

5. That except as amended herein, the CRA and CONSULTANT ratify, approve, and reaffirm the terms of the Original Work Assignment and First Amendment,

and the Original Work Assignment and First Amendment, shall remain in full force and effect, except as amended herein.

6. In the event of any conflict or ambiguity by and between the terms and provisions of the Work Assignment, the First Amendment, and this Second Amendment, this Second Amendment shall control to the extent of any such conflict or ambiguity.

7. All capitalized terms used but not defined herein shall have the meaning assigned in the Original Work Assignment, as amended.

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EXHIBIT "A"

98 NW 5th Avenue Renovation Project Additional Architectural and Design Consulting Services

Update to Scope of Services PART VII - Additional Services

Upon Owner approval and Notice to Proceed, the Consultant will provide any and all required applications, design and construction documents and supplemental documents necessary for the Site Plan approval, Change of Use and Construction Permits for redevelopment of 98 NW 5th Avenue for site redesign, redevelopment and renovation of an existing two (2) story structure to be repurposed for commercial use (retail and office).

The amended scope has required a redesign of the Site Plan and Architectural Elevations. Additional consulting services, design and construction documents are required to address the City of Delray Beach Land Development Regulations, including Development Standards in a Historic District, as well as, to meet the Florida Building Code and American's with Disabilities Act (ADA).

This Second Amendment will include the consultant to complete the design and construction documents in order to obtain all entitlements and permits necessary for Site Plan, Change of Use, and Waivers Approval, Building Permit and through to completion of construction and obtaining a Certificate of Occupancy, not to exceed \$43,000.00.

Part I – V	=	\$ 98,000.00
Part VI =		\$ 17,059.52
Part VII	+	\$ 43,000.00
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Total	=	\$ 158,059.52

Part A. Additional Design and Consulting Services

Additional Civil Engineering, Landscape and Architectural Design and Consulting Services required for the aforementioned amended scope of work, as well as, to address the City of Delray Beach Technical Advisory Committee comments above and beyond, outlined in the previous agreements. The following signed and sealed documents will be provided to obtain the required Site Plan and Change of Use approvals, as well as, the required Waivers necessary to obtain approval of the project. At minimum the Consultant will provide the following:

- Survey
- Site Plan
- Civil Engineering Plans (including demolition, paving, grading and drainage, and utility)
- Drainage Calculations and Stormwater Calculations
- Traffic Engineering Report
- Photometric Plan
- Architectural Plans (including colored elevations, renderings and material board)
- Landscape, Irrigation and Tree Disposition Plans

The consultant will attend and present at all Board meetings required for Site Plan, Change of Use and Waiver approval.

Part B: Construction Documents

Based on Site Plan Certification and Client's approval of the Design Development Plans, the Consultant will provide all of the required signed and sealed construction plans and documents to obtain a building permit, and or permits required to obtain a Certificate of Occupancy. At minimum the Consultant will provide the following:

- Survey
- Site Plan
- Civil Engineering Plans (demolition, paving, grading and drainage and utility plan)
- Drainage Calculations and Stormwater Calculations
- Photometric Plan (including details)
- Landscape, Irrigation and Tree Disposition Plans
- Architectural Plans
- Structural Plans (Structural Calculations)
- Mechanical Plans (Energy Calculations)
- Electrical Plans
- Plumbing Plans
- Fire Safety Plans
- Product Approvals

Total Fee: \$32,398.56

Part C: Construction Administration Phase

This phase of work will include time after permit submission such as permitting assistance with landscape contractors, consultation, meetings, bid review, plant selection review, and shop drawing review during the construction phase and inspections.

Cost Estimate	\$ 3,000.00
Site Visits (12 Visits)	\$ 3,000.00
Close-Out Documents Review	\$ 2,000.00

Total Fee: \$8,000.00

Part D: Reimbursable Expenses

Not to Exceed	\$ 2,601.44
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Any alteration or deviation from the services described herein will be executed only upon written orders by the CRA Executive Director or her designee. These services not included in the above scope will be invoiced hourly as additional services and are not included in the above fees.

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

**DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Shirley Johnson, Chair

ATTEST:

Renée A. Jadusingh, Esq.
CRA Executive Director

APPROVED AS TO FORM:

CRA General Counsel

**CONSULTANT:
SYNALOVSKI ROMANIK SAYE, LLC**

BY: _____
Signature

Print Name and Title

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ by Manuel Synalovski as Managing Member of SYNALOVSKI ROMANIK SAYE, LLC, a Florida limited liability company, on behalf of the company. He ____ is personally known to me or ____ has produced _____ as identification.

Signature

Name and Title

Commission Number