



20 N. Swinton Avenue  
Delray Beach, FL 33444

Agenda Item # *8G*  
July 27, 2017

~ **CRA BOARD SUMMARY** ~

**SECOND AMENDMENT TO AGREEMENT - CURRIE SOWARDS AGUILA ARCHITECTS, INC.-  
OLD SCHOOL SQUARE CAMPUS AND PARK MASTER PLAN**

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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 Old School Square Center for the Arts Campus and Park (OSS) in the amount of not to exceed Ninety Thousand Dollars (\$90,000.00), including out-of-pocket expenses.

The scope of services for the project includes an inclusive public engagement and consensus building process resulting in final conceptual Master Plan approvals from the Historic Preservation Board (HPB) and City Commission. The Agreement also required the project to be completed within six (6) months from issuance of the notice to proceed from the CRA or May 30, 2017. The Agreement also contains a provision which allows the Executive Director to approval a sixty (60) day time extension should final City Commission approval is delayed through no fault of the design team. Any additional time extension beyond the sixty (60) days is subject to approval by the CRA Board.

Consensus was obtained concerning the Master Plan at the April 24, 2017 Joint City Commission and CRA Board Workshop. On May 3, 2017, the proposed Old School Square Master Plan received unanimous conceptual approval from HPB. Final approval from City Commission is pending submission of a Return on Investment (ROI) analysis for the amphitheater element by Old School Square.

On June 8, 2017, the First Amendment to the Agreement between CSA and the CRA, granting a sixty (60) day time extension or through July 29, 2017, was approved since the outstanding items required for City Commission approval was beyond CSA's control. The project is currently at 99% completion and a time extension is required for CSA to present the Master Plan to City Commission for approval and address any final revision that may be requested by the Commission. Staff recommends a ninety (90) day time extension to accommodate any delays.

The Second Amendment to the Agreement between CSA and the CRA is attached for the Board consideration. All other terms of the Agreement shall remain the same.

**Recommended Action:**

Approve the Second Amendment to the Agreement between Currie Sowards Aguila Architects, Inc. and the Delray Beach CRA for Architectural Services for the Old School Square Center for the Arts Campus and Park Master Plan for ninety (90) day extension to October 27, 2017.

**Submitted By:** Kevin Matthews, Project Manager

Attachments: Agreement between CRA & Currie Sowards Aguila Architects, Inc.

*AK*

**SECOND 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 SECOND AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR THE OLD SCHOOL SQUARE CAMPUS AND PARK ("Amendment")** is made this \_\_\_\_ day of \_\_\_\_\_, 2017, 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".

**WITNESSETH:**

**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**, Section IV in Exhibit "A" of the Original Agreement provides that the project must be completed within six (6) months of receipt of a written notice to proceed from the CRA and if the project completion will be delayed, a sixty (60) day extension may be approved with a written authorization by the CRA's Executive Director; and

**WHEREAS**, on December 2, 2016, the CRA's Executive Director sent a Notice to Proceed informing ARCHITECT that it may proceed with performing its obligations under the Agreement and the project completion date was May 30, 2017; and

**WHEREAS**, the parties desire to amend the Original Agreement, as amended by the First Amendment, in order to provide an extension of the project completion date by ninety (90) days up to and including October 27, 2017; 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 for an additional ninety (90) days commencing on July 30, 2017 up through, and including October 27, 2017.

**SECTION 3.** 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 this First Amendment.

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: \_\_\_\_\_  
REGINALD A. COX, CHAIR

ATTEST:

\_\_\_\_\_  
JEFF COSTELLO, EXECUTIVE DIRECTOR

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 \_\_\_\_\_, 2017.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: