

CONSTRUCTION SERVICES AGREEMENT FOR
INVITATION TO BID CRA NO. 2025 - 03

THIS AGREEMENT is dated as of the 27 day of January, 2026, 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 **WAYPOINT CONTRACTING, INC.**, a Florida Profit Corporation, (hereinafter called "CONTRACTOR").

CRA and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. For the project entitled:

**EXTERIOR AND INTERIOR REPAIRS TO THE CRA-OWNED BUILDING LOCATED
AT 313 NE 3RD STREET- ARTS WAREHOUSE
ITB CRA No. 2025-03**

Article 2. ENTIRE AGREEMENT.

This Construction Contract, shall include and incorporate the terms, conditions and specifications set forth in the CRA's Invitation to Bid CRA No. 2025-03 that do not directly conflict with this Construction Contract, along with the Contract Documents consisting of this Agreement, Documents contained in ITB 2025-03, General and Supplementary Conditions, and modifications issued after execution of this Agreement embodies the entire agreement between CRA and CONTRACTOR and supersedes all other writings, oral agreements or representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. NO CHANGES, AMENDMENTS OR MODIFICATIONS OF ANY OF THE TERMS OR CONDITIONS OF THE CONTRACT SHALL BE VALID UNLESS REDUCED TO WRITING AND SIGNED BY BOTH PARTIES.

Article 3. CONTRACT SUM.

The CRA shall pay, and the CONTRACTOR shall accept, as full and complete payment for the Contractor's timely performance of its obligations, labor, materials, equipment, or any costs associated with Contractor's full performance of this Construction Contract hereunder, the fixed price of **Five Hundred Ninety-Three Thousand Seven Hundred Dollars and 00/100 Cents (\$593,700.00)**, which shall be fixed and firm during the performance of this Agreement, including the costs of labor, materials, equipment, and any costs associated with CONTRACTOR'S full performance regardless of any and all price increases, except for any change orders or variations which must meet the prior approval and authorization of the CRA.

Article 4. CONTRACT TIME; LIQUIDATED DAMAGES.

- 4.1 The work shall be substantially completed by the CONTRACTOR within six (6) months from the date of the issuance of the Notice to Proceed, and completed, permit closed out, punch list completed, and ready for final payment within 30 calendar days from the date of Substantial Completion.

- 4.2 Liquidated Damages. The CRA and CONTRACTOR recognize that time is of the essence of this Agreement and that the CRA will suffer financial loss if the Work is not completed within the times specified in paragraph 4.1 above, plus any extensions thereof.

They also recognize that the actual loss suffered by the CRA if the Work is not completed on time is not readily ascertainable at the time of entering this Contract. Accordingly, instead of requiring any such proof, the CRA and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CRA five hundred dollars (\$500.00) for each day that expires after the time specified in paragraphs 4.1 for substantial completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the CRA, CONTRACTOR shall pay CRA five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 4.1 for completion and readiness for final payment. CONTRACTOR expressly acknowledges that such sum is not payable as a penalty but as liquidated damages representing a reasonable estimate of delay damages, inconvenience and additional overhead and costs likely to be sustained by the CRA, estimated at the time of executing the Contract. If the CRA reasonably believes in its discretion that Substantial Completion will be delayed, it shall be entitled, but not required to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CRA to be adequate to recover liquidated damages applicable to such delays. Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.

Article 5. Payment Procedure.

The CRA will allow progress payments for the work to be performed under this Contract. Such progress payments shall be only for work that has been completed and verified by the CRA. Prior to any CRA payment to the CONTRACTOR, the CONTRACTOR will provide a release of lien to the CRA, or proof of payment from any subcontractor or supplier utilized during the agreement.

The CONTRACTOR shall submit an invoice to the CRA for progress payments for work that has been completed and has been inspected and accepted by the CRA. The date of the invoices shall not exceed thirty (30) calendar days from the completion of that portion of the work. Under no circumstances shall the invoice be submitted to the CRA in advance of the completion and acceptance of the work. The invoice shall contain the following basic information: the CONTRACTOR's name and address, invoice number, date of invoice, description of the goods or service, the contract number, purchase order number, and any discounts.

A retainage of five percent (5%) will be deducted from progress payments until the project is complete.

After the CRA has indicated that the work is acceptable, CONTRACTOR may make application for final payment. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the CRA to the CONTRACTOR when the work has been completed in accordance with the Contract Documents, this Agreement fully performed, and a final certificate for payment has been approved by the CRA. The acceptance of final payment by CONTRACTOR shall constitute a waiver of claims except those previously made in writing and identified as unsettled at the time of final application for payment.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce the CRA to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 6.2 CONTRACTOR has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying any item that may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 6.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Section 3 of the Invitation to Bid.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given CRA written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by CRA is acceptable to CONTRACTOR.

Article 7. NO DAMAGES FOR DELAY.

- 7.1 All time in the Contract Documents is calculated on a consecutive calendar day basis.
- 7.2 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and CONTRACTOR, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his work.
- 7.3 CONTRACTOR agrees to commence the Work when directed by the CRA and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the CRA shall not be delayed by any act or omission of CONTRACTOR in completion of the Project within the time specified above.
- 7.4 CONTRACTOR shall not be entitled to any claim for damages on account of hindrance or delays from any cause whatsoever, but if caused by any act of God or active interference on the part of the CRA, such act, hindrance or delay may only entitle the CONTRACTOR to receive an extension of time as its sole and exclusive remedy.
 - 7.4.1 And extension of time to complete the Work shall be determined by the CRA provided the CONTRACTOR provides the CRA with notice in writing of the cause of said act, hindrance, or delay within twenty (20) days after its occurrence.

- 7.4.2 In the event the request for extension is not made in writing within that twenty (20) day time period, CONTRACTOR acknowledges and agrees it has forever waived any and all rights to such an extension.
- 7.4.3 All extensions of time shall be authorized only by a written change order executed by the CRA and CONTRACTOR; in the absence of a written and fully executed change order, CONTRACTOR shall not be entitled to any claim for additional time.
- 7.4.4 This “no damage for delay” provision shall encompass any damages for delay or disruption even if the CONTRACTOR completes construction of the Work in a timely fashion in accordance with this Contract.
- 7.4.5 Damages as referenced in this “no damage for delay” provision shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.
- 7.4.6 The CONTRACTOR recognizes and specifically acknowledges the terms and conditions of this “no damage for delay” clause upon execution of this Contract.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between the CRA and CONTRACTOR concerning the Work consist of the following:

- A. Advertisement for Bids.
- B. Instructions to Bidders.
- C. Bid Proposal Form.
- D. CONTRACTOR’s Bid
- E. Bid Bond.
- F. This Agreement, and any amendments.
- G. Exhibits to this Agreement.
- H. Performance Bond.
- I. Payment Bond.
- J. Public Construction Bond
- K. Certificates of Insurance.
- L. Notice to Proceed.
- M. Change Orders
- N. Certificate of Substantial Completion.
- O. Final Receipt.
- P. Addenda
- Q. Documentation submitted by CONTRACTOR prior to Notice of Tentative Award.

Article 9. INDEMNITY.

Contractor shall at all times hereafter indemnify, hold harmless and, at the CRA Executive Director’s option, defend or pay for an attorney selected by the CRA Executive Director to defend the CRA, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Contractor, its

employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the CRA by reason of any such claim, cause of action, or demand, Contractor shall, upon written notice from CRA, resist and defend such lawsuit or proceeding by counsel satisfactory to the CRA or, at CRA's option, pay for an attorney selected by the CRA Executive Director to defend the CRA. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

Article 10. MISCELLANEOUS.

- 10.1. Terms used in this Agreement which are defined in the General Conditions of ITB 2025-03 will have the meaning indicated in the General Conditions.
- 10.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.3. The CRA and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 10.4. Attorney's Fees and Costs. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred at both the trial and appellate levels.
- 10.5. Notices. Any and all notices, designations, consents, offers, acceptances or offers, communication provided for herein shall be given in writing and delivered in person or registered or certified mail, return receipt requested, or by facsimile directed to the address shown below, unless notice of change of address is furnished:

If to Contractor: Jorge Lopez, President
Waypoint Contracting, Inc.
7925 NW 12 Street, 321
Miami, FL 33126

For CRA: Renée A. Jadusingh, Esq., Executive Director
Delray Beach Community Redevelopment Agency
20 N. Swinton Avenue
Delray Beach, FL 33444
Telephone No. (561) 276-8640
Facsimile No. (561) 276-8558

Copy to: Donald J. Doody, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200

Fort Lauderdale, FL 33308
Telephone: (954) 771-4500
Facsimile: (954) 771-4923

- 10.6 Certification and Scrutinized Company Requirements. The CRA shall have the option to terminate this agreement/contract if Contractor:
- A. Is found to have submitted a false certification as provided under section 287.135 (5) Florida Statutes;
 - B. Has been placed on the Scrutinized Companies that Boycott Israel List;
 - C. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
or
 - D. Has been engaged in business operations in Cuba or Syria.
- 10.7 Patriot Act Requirements. Each party shall take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administrated by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network, or any other laws, regulations, executive orders or government programs designed to combat terrorism or money laundering, if applicable, with respect to the agreement/contract. Each party represents and warrants to the other party that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this agreement/contract.
- 10.8. Public Records. Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, Contractor shall:
- A. Keep and maintain public records required by the CRA to perform the service.
 - B. Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the CRA.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the CRA upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO

**PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS AT**

CASSIDY HEITMAN
561-276-8640
HEITMANC@MYDELRAYBEACH.COM
20 NORTH SWINTON AVENUE
DELRAY BEACH, FLORIDA 33444

- 10.9. Venue and Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation hereunder shall be in state court located in Palm Beach County, Florida.
- 10.10. Waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate as a waiver of any other breach of any provision of this Agreement by any party.
- 10.11. Complete Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements and understandings between the parties with respect to such matters, whether written or oral. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or amended in any manner other than by an instrument in writing, signed by the party against which the enforcement of the change, waiver, discharge or amendment is sought. The CRA's Executive Director may further approve and amend this Construction Contract by executing a written agreement signed by both parties.
- 10.12. Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one agreement.
- 10.13. Binding Effect/Agreement. This Agreement shall be binding upon the parties hereto, their heirs, legal representatives and successors.
- 10.14. Headings. The headings of the sections are for convenience only and shall not control or affect the meaning or construction limit the scope or intent of any of the provisions of this Agreement.
- 10.15. Survival. Any termination or expiration of this Agreement shall not, however, affect the ongoing provisions of this Agreement which shall survive such termination or expiration in accordance with their terms.
- 10.16. Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.
- 10.17. Assignment. This Agreement may not be assigned by either party.
- 10.18. Effective Date. The Effective Date of this Agreement shall be the last date a party to this Agreement executes same.

- 10.19. Subcontracts. No more than 80% of dollar value of the total contract work may be accomplished by subcontractors. Balance of work must be accomplished by selected CONTRACTOR'S own forces.
- 10.20. Nondiscrimination. CONTRACTOR represents and warrants to the CRA that CONTRACTOR does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with CONTRACTOR's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. CONTRACTOR further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.
- 10.21. Independent Contractor. CONTRACTOR has been procured and is being engaged to provide services to the CRA as an independent contractor, and not as an agent or employee of the CRA. Accordingly, CONTRACTOR shall not attain, nor be entitled to, any rights or benefits of the CRA, nor any rights generally afforded classified or unclassified employees. CONTRACTOR further understands that Florida Workers' Compensation benefits available to employees of the CRA are not available to CONTRACTOR, and agrees to provide workers' compensation insurance for any employee or agent of CONTRACTOR rendering services to the CRA under this Agreement.
- 10.22. Conflict. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.
- 10.23. Waiver. The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the CRA and CONTRACTOR have caused this Agreement to be executed the day and year shown below.

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY: Angela D. Burns
Angela D. Burns, Chair

ATTEST:
By: Renee A. Jadusingh
Renee A. Jadusingh, Esq., Executive Director

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

CA
CRA Legal Advisor

CONTRACTOR: WAYPOINT CONTRACTING,
INC., a Florida Profit Corporation

By: Jorge Lopez, President
Date: 2-13-2026

ATTEST:
BY: Manuel Vecin
Print Name: Manuel Vecin
Title: Director of Operations

(CORPORATE SEAL)

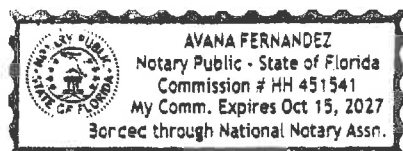


STATE OF Florida
COUNTY OF Miami-Dade

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Jorge Lopez, as President of WAYPOINT CONTRACTING, INC., a Florida Profit Corporation, authorized to do business in the State of Florida, and acknowledged executed the foregoing Agreement as the proper official of WAYPOINT CONTRACTING, INC., for the use and purposes mentioned in it and affixed the official seal of the company, and that the instrument is the act and deed of that company. He/She 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 13th day of February, 2026.

SEAL



NOTARY PUBLIC Avana Fernandez
My Commission Expires: Oct. 15, 2027

**FIRST AMENDMENT TO THE AGREEMENT
BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
AND WAYPOINT CONTRACTING, INC.
(313 NE 3rd Street)**

THIS FIRST AMENDMENT TO THE AGREEMENT ("FIRST Amendment") is made and entered into as of the 26 day of Feb., 2026, 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 **WAYPOINT CONTRACTING, INC.**, a Florida Profit Corporation (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, the CRA and the CONTRACTOR previously entered into an Agreement dated January 27, 2026, for Exterior and Interior Repairs to the CRA-Owned Building Located at 313 NE 3rd Street- Arts Warehouse pursuant to the CRA's Invitation to Bid No. 2025-03 and addendums ("ITB"), and the CONTRACTOR's response to the Invitation to Bid, including all documents required thereunder ("Agreement"); and

WHEREAS, CRA and CONTRACTOR desire to enter into this First Amendment to amend the scope of services to include necessary HVAC related labor and materials as more particularly described in the attached as "Exhibit A" to this First Amendment.

WHEREAS, the CRA and the CONTRACTOR agree to amend the Agreement, to increase the price of the compensation owed to the CONTRACTOR in an amount not to exceed Two Hundred Fifty-Eight Thousand Seven Hundred Eighty-Six Dollars (\$258,786) for the labor and materials as set forth in "Exhibit A" to this First Amendment, which is incorporated herein by reference. The total maximum contract sum due to the CONTRACTOR is amended to Eight Hundred Fifty-Two Thousand Four Hundred Eighty-Six Dollars (\$852,486).

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 to include the necessary HVAC related labor and materials as more particularly described in the attached as "Exhibit A" to this First Amendment.

3. That the CRA and the CONTRACTOR agree to amend the Agreement to increase the price of the compensation owed to the CONTRACTOR in an amount not to exceed Two Hundred Fifty-Eight Thousand Seven Hundred Eighty-Six Dollars (\$258,786) for the labor and materials as set forth in "Exhibit A" to this First Amendment, which is incorporated herein by reference. The total maximum contract sum due to the CONTRACTOR is amended to Eight Hundred Fifty-Two Thousand Four Hundred Eighty-Six Dollars (\$852,486).

4. That except as amended herein, the CRA and CONTRACTOR ratify, approve, and reaffirm the terms of the Agreement, and the Agreement 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 Agreement, and this First Amendment, this First Amendment shall control to the extent of any such conflict or ambiguity.

6. 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 First Amendment to the Agreement on the date first written above.

**DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: Angela D. Burns
Angela D. Burns, Chair

ATTEST:

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

APPROVED AS TO FORM:

[Signature]
CRA Legal Advisor



CONTRACTOR:

WAYPOINT CONTRACTING, INC., a Florida Profit Corporation

BY: [Signature]
Signature

Manuel vecin, Vice-President
Print Name and Title

ATTEST:

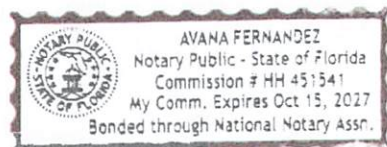
Tanya Ramos
Signature
Tanya Ramos
Print Name and Title

STATE OF FLORIDA)

)ss:

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of February, 2026, by Manuel vecin (name of person), as Vice-President (type of authority) for Waypoint Contracting (name of party on behalf of whom instrument was executed). He/she X is personally known to me or has produced as identification.



Avana Fernandez
Notary Public – State of Florida



WAYPOINT

— Contracting, Inc. —

Delray Beach Arts Warehouse HVAC Proposal



786-608-1406 | INFO@WAYPOINTCI.COM | WWW.WAYPOINTCI.COM

P.O. BOX 558482 MIAMI, FL 33255



02/18/2026

Waypoint Contracting, Inc.
7925 N.W 12 Street, Suite 321
Doral FL 33126
(786) 608-1406

Christine Tibbs
Assistant Director Delray Beach CRA
20 North Swinton Avenue
Delray Beach, FL 33444
Re: Arts Warehouse HVAC

Dear Tibbs,

As per your request, Waypoint Contracting Inc. hereby submits this proposal to include all general conditions, supervision, labor, materials, and equipment for the replacement of the seven (7) existing Roof top HVAC Units and misc. works at Arts Warehouse at 313 NE 3rd St, Delray Beach, FL 33444.

This proposal is in accordance with:

- Site Visit
- Scope of work for Owner PM dated. See attached

CLARIFICATION

- The HVAC subcontractor proposal selected is the lowest of the four proposals received.
- **We have included an allowance of 5% for the Owners Contingency to cover the following:**
 - Work that is not covered in any unforeseen that needs to be adjusted for a fully functional system.
 - Cost for weekend work may be needed.

EXCLUSIONS

- Permit Fees.
- Interior Building Improvements.

Waypoint Contracting Inc proposed to complete the above scope of work for \$ 258,786.00

Please review the proposal and if you have any questions, please feel free to call and discuss. We look forward to collaborating with you and completing this project in a timely manner for your use.

Sincerely,



Limreal Blanc
Pre-Construction Manager
O: 786.608.1406 | D: 786.472.6735

HVAC Scope of work. The work includes but is not limited to following:

I. Mobilization

- a. The Contractor shall be acquainted with the project jobsite and its' existing conditions before submitting a bid for the work and prior to mobilizing
- b. The work includes setting up a crane, *possibly multiple times*, to unload existing rooftop HVAC equipment and load new rooftop HVAC equipment and any accessories.

II. Stored Material

- a. The work includes materials and equipment delivered to the site and stored off-site at a pre-approved location. If this Contractor needs to be reimbursed for materials and equipment purchase in advanced then that arrangement needs to be formalized prior to the execution of a subcontract.
- b. Store equipment and materials in a clean, dry place and protect from weather and construction traffic. Handle carefully to avoid damage to components, enclosures, and finish.
- c. The Contractor will insure all material and equipment until final acceptance of the owner.

III. Material Handling

- a. The Contractor will take deliveries of all materials and equipment required to complete its' scope of work.
- b. The Contractor will provide all machinery such as forklifts, hand carts, crane and manpower necessary to take delivery of materials and equipment
- c. All materials and equipment will be stored in a dry storage area/containers.
- d. No material or equipment will be stockpiled in or around the building until the area is ready for HVAC work to commence and then only the material and equipment necessary will be stored at that time.
- e. The building or its' surrounding areas are not to be used as a holding area for materials and equipment

IV. Materials and Equipment

- a. The work will include all new materials and equipment required for the completion of this scope of work.

V. HVAC Work

- a. The work includes HVAC permits by this Contractor
- b. Work in the building shall be scheduled well in advance with the Owner. Work shall be performed at such times and under such conditions as suit the convenience of the Owner. Plan the Work to minimize disruption of normal operations.
- c. Do not interrupt any utility service, water, sewer, etc., until approval is obtained from Owner. Reconnect as required.

- d. The work includes the removal of existing air conditioning package units on the lower level roof and all peripheral materials that will no longer be utilized and disposing of such in a proper legal manner offsite
- e. The work is to provide seven (7) new like-for-like high efficiency A/C package units to replace existing units and includes delivering, handling and setting new package units on the lower level roof.
- f. Each unit shall be specifically designed for outdoor rooftop application and include a weatherproof cabinet. Each unit shall be completely factory assembled and shipped in one piece. Packaged units shall be shipped fully charged with refrigerant and oil.
- g. The unit shall undergo a complete factory run test prior to shipment. The factory test shall include a refrigeration circuit run test, a unit control system operations checkout, a unit refrigerant leak test and a final unit inspection.
- h. All units shall have decals and tags to indicate caution areas and aid unit service. Unit nameplates shall be fixed to the main control panel door. Electrical wiring diagrams shall be attached to the control panels. Installation, operating and maintenance bulletins and start-up forms shall be supplied with each unit.
- i. The work is to provide new roof curbs pre-fabricated from heavy gauge galvanized steel, mounted to existing **concrete** roof deck and properly anchored with an approved engineered fastener. ***Contractor to provide engineered documents for fasteners, tie-downs, and wind load calculations.*** Work to include all peripheral materials and equipment required for this project
- j. The new package units are to use only current approved refrigerants and not the currently phased out R-410 refrigerant
- k. The work includes instrumentation and controls as required
- l. The work includes any sheet metal ductwork as required to reattach the new A/C package units to existing ductwork/trunk mains
- m. The work includes any sheet metal boots, dampers, fire dampers and diffusers as needed or required by code
- n. The work includes any and all caulking, fire caulking and fire collars and protective nail plates as needed or required by code
- o. The work includes all unit filters and two filter changes during construction, as required
- p. The work includes all low voltage wiring for the A/C, a **new** thermostat and/or climate control system ***only if the existing equipment is incompatible.***
- q. The work includes the replacement of any existing condensate drain line if it is found to be damaged, cracked, or leaking
- r. The work includes any required rooftop penetrations and weather guard flashings and collars for pipes as needed or required by code

- s. The work includes any watertight vent pipe caps and storm collars and roofing boots at all vents that penetrate the rooftop as needed or required by code
- t. Startup must be done by *factory* trained personnel experienced with rooftop equipment
- u. Do not operate units for any purpose, temporary or permanent, until ductwork is clean, filters and remote controls are in place, bearings lubricated, and manufacturers' installation instructions have been followed
- v. The work includes any testing, adjusting and balancing as required
- w. The work includes scheduling inspections with the local building department

VI. Cleaning

- a. The work includes picking up debris and cleaning on a daily basis. All sharp objects, screws, nails, etc. shall be picked up immediately as to avoid damaging the roofing system or creating a tire hazard on the ground

VII. Protection of the Work

- a. All material and equipment will be securely stored off-site in trailers at an approved designated storage location. Material will not be warehoused in the building or left unattended or at the work site. All unused material and supplies will be returned to the approved container/storage location on a daily basis.

VIII. Safety

- a. The work includes workmen on site who have been trained in OSHA safety requirements and who have the ability to recognize an unsafe act or condition and has the authority to stop work and make recommendation for improvements

IX. Closeout

- a. The work includes as-built drawings submitted as a condition to final payment, showing all improvements including any items in areas that will be covered over or concealed by other work. *Also, as a final condition for final payment, proof of passing final mechanical inspections and permit closeout.*
- b. The work shall include all O&M manuals for the installed equipment

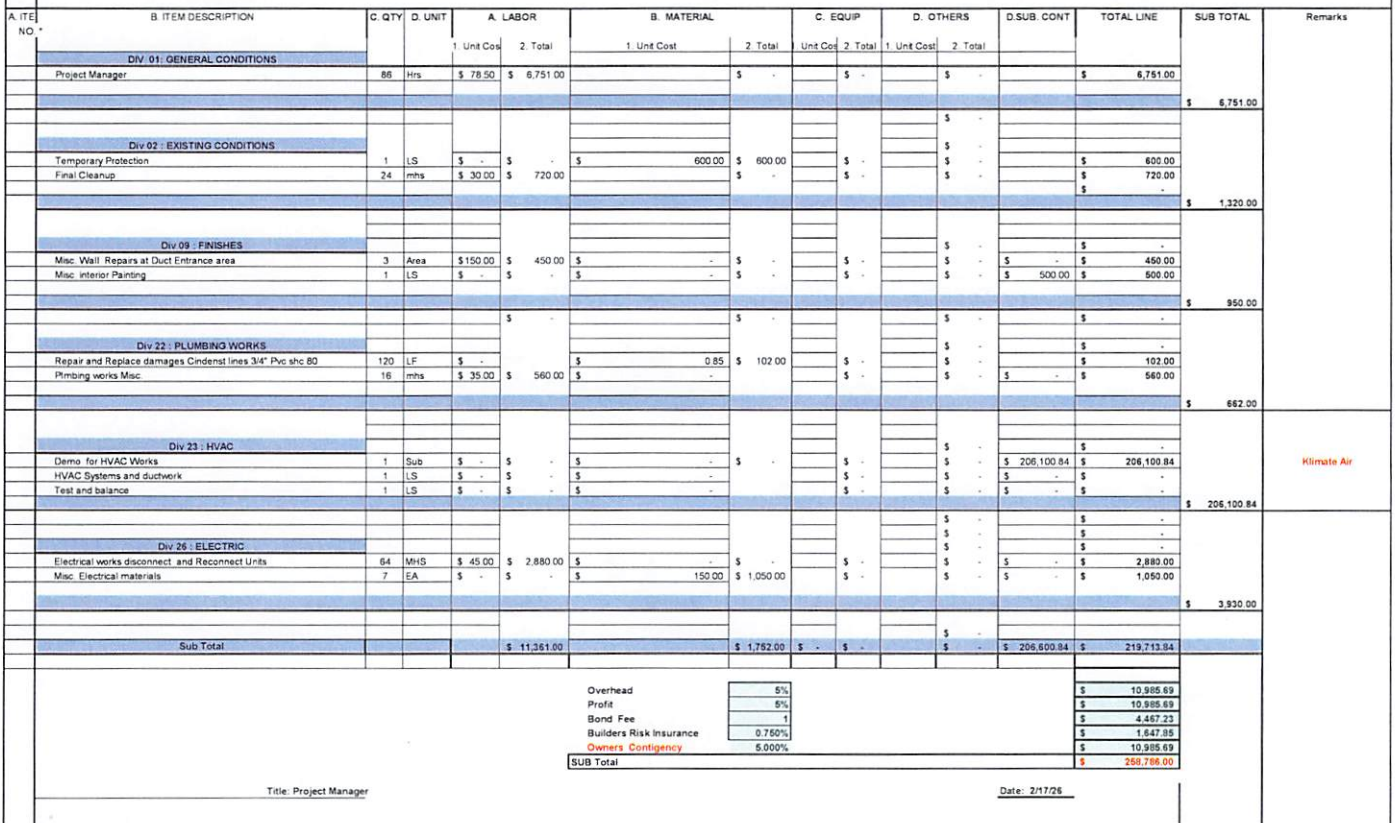
X. Submittals

- a. Four sets of original highlighted submittals will accompany the bid and the final approved submittal will be a part of the closeout package.
- b. Shop Drawings: Indicate assembly, unit dimensions, weight loading, required clearances, construction details, field connection details, electrical characteristics and connection requirements.
- c. Product Data:
 - i. Provide literature that indicates dimensions, weights, capacities, ratings, fan performance, and electrical characteristics and connection requirements.

- ii. Provide computer generated fan curves with specified operating point clearly plotted.
 - iii. Manufacturer's Installation Instructions.
- d. The submittal may be rejected if:
 - i. The submittal data is insufficient or not clearly identified
 - ii. The product or equipment submitted is not equivalent to or better than the existing equipment
 - iii. The product or equipment does not provide suitable climate controlled conditions within various parts of the building that necessitate a certain temperature and humidity
 - iv. The product or equipment submitted has less capacity, efficiency and safety provisions than the existing item.
 - v. The Owner prefers not to accept the submitted product

XI. Warranty

- a. The manufacturer shall provide 12-month parts only warranty. Defective parts shall be repaired or replaced during the warranty period at no charge. The warranty period shall commence at startup or six months after shipment, whichever occurs first.





Date : 2/18/2026

DELRAY CRA BUILDING: HVAC ROOF TOP UINT REPLACEMENT

BIDS ANALYSIS TAB

Division	Sub Proposal 1	Sub Proposal 2	Sub Proposal 3	Sub Proposal 4	Change order Valve	Remarks
	AIR SUPERHERO	KLIMATE AIR	BLUE OCEAN AIR CON	SUMMA MECHANICAL	Best Value	
HVAC	\$ 184,877.00	\$ 206,100.84	\$ 225,621.00	241,106.95	\$ 206,100.84	Lowest Repsonsible Bid
	Missing one Unit					
Summary Notes	Permit Fees are not included in these quotes				\$ 206,100.84	



AIRSUPERHERO.com

ESTIMATE	#2534563
ESTIMATE DATE	Feb 6, 2026
TOTAL	\$184,777.00

Limreal Blanc
WAYPOINT CONTRACTING INC
7925 NW 12th St, #321
Miami, FL 33126

(786) 472-6735
lblanc@waypointci.com

SERVICE ADDRESS

DELRAY BEACH ARTS CENTER 313 NE, 3rd Street, Delray
Beach FL 33444

CONTACT US

(561) 907-4376
airsuperhero@gmail.com

ESTIMATE

Services

PROJECT: DELRAY BEACH ARTS CENTER 313 NE, 3rd Street, Delray Beach FL 33444

MECHANICAL SCOPE OF WORK per Bid Set MEP Plans DATED: 07-31-2025

-Provide and install
2 (two) 7.5Ton CARRIER-BRYANT OR EQUAL Roof Top A/C Systems and Roof Curb Adapter if required and Motorized Outdoor Air Damper and Electrical Disconnect and accessories
5 (five) 6Ton CARRIER-BRYANT OR EQUAL Roof Top A/C Systems and Roof Curb Adapter if required and Motorized Outdoor Air Damper and Electrical Disconnect and accessories

-Provide and install SHEET METAL external ductwork with
7 (seven) Rectangular SUPPLY Plenums from RTU to Wall
7 (seven) Rectangular RETURN Plenums from RTU to Wall

INCLUDED:

- Crane for all rigging and lifting
- Removal and Disposal of old existing units
- Connection to existing RTU Controls
- Mechanical Sub-Permit Application to existing GC Building Permit
- Any and all applicable Manufacturer, Financing, and Utilities rebates
- Weekend work including Saturday and Sunday

WARRANTY:

1 Year Workmanship Warranty

EXCLUSIONS:

- Demolition or Removal of existing interior Piping and Ductwork
- Supply and Return Grilles and Ductwork
- Outside Air Ductwork
- New Thermostats, Humidistats, Remote Sensors of any kind
- New Bathroom Exhausts and metal ductwork
- New Smoke detector and Remote Alarm Keypad
- Connection to Alarm System of Smoke detector and Remote Alarm Keypad
- Drain Pump, Economizer, Hot Gas Re-Heat or By-Pass, Ionization and UV Devices
- Existing interior Ductwork Patching, Testing, Removal, Relocation, Repairs
- Existing Thermostat or Sensor Relocation, Repairs, Replacement Parts, Wiring, Programing and Calibration
- Existing Exhaust Fan Removal, Relocation, Repairs, Replacement Parts, Maintenance, Roof Curbs and Adapters, Diagnostics, Duct/Cabinet Cleaning
- Existing Smoke detector and Remote Alarm Keypad Relocation, Repairs, Replacement Parts, Cleaning, Maintenance, Diagnostics
- Dryer and Appliance venting ducts
- Certified Test and Balance and Reports
- Certified System Commissioning
- Painting of Ductwork and Grilles
- Water Heater and Water HeaterExhaust Flues
- Air Curtains
- Make-Up Air Equipment System

Units quantities
does not match
scope,

- Kitchen Hood Exhaust and exhaust duct, and repairs, and deactivation/cover
- Grease Hood and Fire Suppression equipment and exhaust duct and controls, and repairs, and deactivation/cover
- Refrigeration Equipment and refrigerant lines
- Kitchen equipment including oven, microwave, cooler, freezer, ice-maker, etc
- Fireplace and ventilation ducts
- A/C Corrosion Resistance Coating Treatment
- Refrigerant gas not included
- Equipment control devices, installation, programming, and maintenance
- Energy and Building Management Systems (EMS,BMS,BAS) and Communication Interface, connection, programming, and maintenance
- Motor Starters/VariableFrequencyDrives or Coatings of any kind
- Engineering Certification for Tie-Down and Wind Loads
- Heat Load and Energy Calculations
- Air Clearance Testing and Reporting
- Blower Door Testing and Reporting
- Envelope Leakage Test
- Fire Alarm Connections and Installation
- Lightning System Functional Testing
- Equipment Isolation or Rails
- New Doors or Cutting of doors
- Drop Ceiling tiles and frame removal and re-install (removal of tile and frame may be required to complete ductwork or A/C install)
- Roofing, Electrical, Gas, Plumbing, and Welding work
- Electrical Disconnect Box and Outlets and Wiring
- Framing and Drywall work and door undercutting
- Abatement work
- Roof Cutting or Penetration
- Concrete or Asphalt cutting and repairs
- Repairs to existing code violations
- Utility Companies Fees
- Landscaping or Fencing
- Changes requested by owner, general contractor, governing agencies and inspectors
- Freight delivery, Next day or Express shipping of parts
- Anything not listed in Scope Of Work

DISCLOSURE/DISCLAIMER:

Owner, General Contractor and their agents are hereby aware and agree that the mechanical contractor is not responsible for Owner Provided Equipment defects or malfunctions, nor repairs of any pre-existing HVAC issues including but not limited to defective ductwork, freon leaks, defective or worn-out parts and ductwork, defective or damaged electrical disconnects and conduits, clogged PVC drains and pans, thermostat malfunctions, etc.

WORK ORDER:

By making a deposit payment to Mechanical Contractor, the General Contractor hereby agrees to the terms of this quote or invoice, known as the project Work Order Agreement, between Mechanical Contractor and General Contractor, and shall supersede any existing Master Subcontractor Agreement, Project Statement of Work, negotiations, representations, or agreements, either written or oral between the Mechanical Contractor and the General Contractor.

CHANGE ORDER:

Owner, General Contractor and their agents agree to provide Mechanical Contractor with written notice of any such change orders as soon as they are aware of issues. All maintenance, repairs, additions, deletions, or revisions in the Scope of Work will necessitate a new and separate Work Order. All maintenance, repairs, additions, deletions, or revisions needed to be performed before 8:00am and after 5:00pm Monday to Friday will necessitate a new and separate Work Order. Payment for Change Orders shall be made individually and separate from work herein and due when work is done.

TIME TO COMPLETE:

Scope of work will require 30 work business days to complete once Commencement and access has been granted and coordinated with owner and general contractor and Building permitting governmental agencies. Owner, General Contractor and their agents understand and agree that due to the EPA's American Innovation and Manufacturing (AIM) Act which requires A/C manufacturers to build new equipment without R410A refrigerant as of 1-1-2025, US supply chains issues are imminent causing extended delivery times on equipment and some parts from manufacturers. Owner, General Contractor and their agents agree to release and hold Mechanical Contractor his employees, agents, suppliers, and subcontractors harmless for delays in work due to manufacturer inventory shortages.

HOLD HARMLESS:

Owner, General Contractor and their agents releases and hold Mechanical Contractor his employees, agents, suppliers, and subcontractors harmless for delays in work due to unexpected building permit delays, manufacturer inventory shortages, change orders, natural events (sometimes called "acts of God"), civil unrest, strikes, equipment supply shortage, work accidents, equipment and tools failure, and or other events which are not within the reasonable control of the Mechanical Contractor. Owner, General Contractor and their agents desires and wishes to hold harmless and indemnify the Mechanical Contractor from any and all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses, including, but not limited to, all reasonable costs for defense and investigation thereof claimed by anyone by reason of injury or damage to persons or property as a proximate result of the acts or omissions of the Mechanical Contractor, out of the operation or actions of the Mechanical Contractor, sustained in or around and or in connection with the activities related to Repairs and or Installation of HVAC and Ductwork Equipment and Parts.

NOTICE TO OWNER:

As per Florida Law, the mechanical contractor will serve Notice To Owner. Notice of commencement is required for building permit. Owner and General Contractor agree to provide the Mechanical Contractor with an executed and notarized Notice of Commencement and Master Building Permit before work starts.

APPLICATION FOR PAYMENT MILESTONES**:

#1: 30% due at work order acceptance

#2: 30% due before mechanical work start

#3: 30% due at 70% completion of Scope of Work

#4: 10% due at equipment Start-Up or 100% completion of Scope of Work

OR

#1: 50% due at work order acceptance

#2: 50% due at equipment Start-Up or 100% completion of Scope of Work

**Payments are Due Uppon Request

Pay by ZELLE® is free and easy (Use our email to pay "airsuperhero@gmail.com")

See Terms & Conditions here: <http://bit.ly/conditionterms>

*THIS QUOTE IS GOOD FOR 60 DAYS AND IS NOT VALID WITHOUT AN APPROVED CONTRACT. Quote does not currently include tariffs that may be imposed. If such tariffs are imposed, our price will be adjusted accordingly.

Total

\$184,777.00

ESTIMATE

Klimate Air LLC
7875 NW 57th St #26852
Tamarac, FL 33351

service@klimateair.com
+1 (954) 330-7644



Waypoint Contracting, Inc.

Bill to

WAYPOINT CONTRACTING
7955 NW 12th St., Suite 400
Doral, FL 33126

Estimate details

Estimate no.: 0714
Estimate date: 02/16/2026

Project Name : Arts Warehouse (7 replace
RTU)
Project Address: 313 NE 3RD Street Delray
Beach

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Estimate - Acceptance Clause	Upon acceptance, this estimate shall constitute a binding service agreement between WAYPOINT CONTRACTING ("Client") and Klimate Air LLC ("Contractor"), under which the Contractor shall perform the services and/or installation described in the attached proposal, including furnishing and installing equipment and/or ductwork as specified based on the plans, job specifications, and scope of work.	1	\$0.00	\$0.00
2.		Estimate - Equipment Furnishing	(3) 6 TON RTU 50FE-N07A2B5-0A0A0 WEATHERMAKER ELEC/ELECTRIC ROOFTOP Standard Packaging 208/230-3-60 No Heat 6 Tons Two-Stage Cooling - Single Circuit with Patented Dehumidification System Standard/Medium Static - Vane Axial Fan Standard Electro-Mechanical Controls Precoat Al/Cu Condenser Coil - Al/Cu Evaporator Coil (3) 6 TON RTU CRTWOPOS010A00 ACC-2-POS OA DMPR UP 2 100% (3) 6 TON RTU CRHEATER324A00 ACC-ELHTR 208V 4.9KW (3) 6 TON RTU CRRFCURB002A01 ACC-ROOF CURB, 24IN TALL 3-6T (3) 6 TON RTU RTUWNTCH1-2-RU5 COMPLETE UNIT YEAR 2-5 PARTS ONLY	1	\$102,365.03	\$102,365.03

3.	Estimate - Equipment Furnishing	(1) 5 TON RTU 50FE-B06A2B5-0A0A0 WEATHERMAKER ELEC/ELECTRIC ROOFTOP Standard Packaging 208/230-3-60 No Heat 5 Tons One- Stage Cooling with Patented Dehumidification System Standard/Medium Static - Vane Axial Fan Standard Electro-Mechanical Controls Precoat Al/Cu Condenser Coil - Al/Cu Evaporator Coil (1) 5 TON RTU CRTWOPOS010A00 ACC-2-POS OA DMPR UP 2 100% (1) 5 TON RTU CRHEATER324A00 ACC-ELHTR 208V 4.9KW (1) 5 TON RTU CRRFCURB002A01 ACC-ROOF CURB, 24IN TALL 3-6T (1) 5 TON RTU RTUWNTCH1-2-RU5 COMPLETE UNIT YEAR 2-5 PARTS ONLY	1	\$0.00	\$0.00
4.	Estimate - Equipment Furnishing	(3) 7.5 TON RTU 50FE-N08A2B5- 0A0A0 Weathermaker Electric/Electric Rooftop Standard Packaging 208/230- 3-60 No Heat 7.5 Tons Two-Stage Cooling - Single Circuit with Patented Dehumidification System Standard/Medium Static - Vane Axial Fan Standard Electro-Mechanical Controls Precoat Al/Cu Condenser Coil - Al/Cu Evaporator Coil (3) 7.5 TON RTU CRTWOPOS011A00 ACC-2-POS OA DMPR UP 2 100% (3) 7.5 TON RTU CRHEATER411A00 10kW Heater 208/230/3/60 (3) 7.5 TON RTU CRSINGLE042A00 ACC-SNGLPT BOX ALL V 7.5T (3) 7.5 TON RTU CRRFCURB004A01 ACC-ROOF CURB,24IN TL 7.5-12.5 7.5 TON RTU RTUWNTCH3-5-RU5 COMPLETE UNIT YEAR 2-5 PARTS ONLY	1	\$0.00	\$0.00
5.	Estimate - Ductwork & Sheet Metal	In accordance with the plans and scope of work, the Contractor (Klimate Air LLC) shall fabricate and install ductwork using flexible and/or sheet metal materials as specified. All duct fabrication will meet industry standards, project specifications, and applicable codes to ensure proper fit, function, and airflow performance.	1	\$8,800.00	\$8,800.00
6.	Estimate - Crane Service	Allegiance Crane/ Storage All crane operations will comply with OSHA regulations and industry-standard rigging practices.	1	\$9,450.00	\$9,450.00
7.	Estimate - Test & Balance	The Contractor shall perform Test and Balance (T&B) services for all HVAC systems installed or serviced under this agreement, in accordance with the project plans, specifications, and	1	\$7,500.00	\$7,500.00

applicable industry standards. T&B services include measuring, adjusting, and documenting airflow, water flow, and system performance to ensure optimal operation and compliance with design specifications. Any deficiencies or adjustments required to meet specified performance standards will be reported to the Client for review. Additional corrective work outside the original scope may incur additional charges.

8.	Estimate -Miscellaneous Expenses	MISCELLANEOUS EXPENSES Material Costs (for HVAC-specific materials) Scissor Lift Rental Refrigerant Line Sets Mobilization and Demobilization Needs Project Management and On-Site Supervision Demo -Remove of exiting RTU's Equipment and Tool Rental Freight (Delivery to Jobsite)	1	\$12,500.00	\$12,500.00
9.	Invoice Labor	Labor charges cover all personnel time required to perform the work specified in the scope of work and project plans. This includes installation, testing, supervision, and any other labor necessary to complete the project in accordance with industry standards and applicable codes. Labor is billed according to the rates agreed upon in the proposal or contract. Any labor required beyond the agreed-upon scope will be billed as additional charges.	1	\$50,000.00	\$50,000.00
10.	Profit Margin	Profit Margin: We've included a 6% profit margin in this estimate.	1	\$14,610.81	\$14,610.81
11.	Schedule of Values & Progress Payments	Schedule of Values & Progress Payments: Progress payments will follow the Schedule of Values and will be invoiced by the Contractor in alignment with project milestones, including approval of submittals, initiation of material orders, commencement of manufacturing, and completion of manufacturing. Payments shall be structured as follows: First Installment (30%) – Due upon approval of submittals and initiation of material orders, to secure materials and commence the scope of work. Second Installment (40%) – Due upon commencement of manufacturing, installation of equipment, and related workmanship. Final Installment (30%) – Due upon ultimate completion of manufacturing and full completion of the scope of work, inclusive of retainage, for all or any portion of the Buyer's order.	1	\$0.00	\$0.00

12.	Estimate - Exclusions	The following items are not included in the scope of work under this agreement: Building management systems (BMS) Integrations with building management systems Energy management systems Permitting fees Electrical scope of work - By Others Plumbing scope of work - By Others Furnishing and installing any equipment not explicitly detailed in the scope of work	1	\$0.00	\$0.00
13.	Estimate - Price & Tariff Disclaimer	Please be advised that price adjustments may occur more frequently due to factors beyond our control, including the COVID-19 pandemic, industry supply and demand fluctuations, general inflationary pressures, and changes in tariffs or trade policies. These adjustments apply to all products and equipment sourced from manufacturers and distributors, many of whom issue notices regarding potential sudden price changes and abbreviated price validation periods. The information contained in this bid, including the scope of work and all pricing, is based solely on the Mechanical (M) drawings provided, dated 07/21/2025. Any additional components of the project's scope of work are subject to field verification and may result in additional costs. To help safeguard against unforeseen price changes, securing purchase orders and confirming the scope of work in a timely manner is strongly recommended. Our commitment to delivering high-quality products and services remains unwavering, and we greatly value your business and ongoing support.	1	\$0.00	\$0.00
14.	Estimate - Client Approval	If the terms and conditions outlined herein accurately reflect your understanding of the Contractor-Client relationship, please indicate your agreement by signing, dating, and returning this proposal, which has been generated via QuickBooks. We appreciate the opportunity to serve you and believe this estimate clearly represents the key aspects of our agreement. Should you have any questions or require clarification, please do not hesitate to contact us. This agreement shall remain valid for any subsequent work following the completion of this project, unless terminated in writing by either party.	1	\$0.00	\$0.00

Subtotal	\$205,225.84
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Sales tax	\$875.00
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Total	\$206,100.84
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Accepted date

Accepted by



Blue Ocean Air Conditioning

Tel: 786-245-9361
Web: Blueocean-air.com

Email: info@blueocean-air.com
Address: 1723 NW 79th AVE Miami, FL 33126

Proposal

February 17, 2026

Project Information: DELRAY ART CENTER
313 NE 3RD STREET
DELRAY BEACH, FL 33444

Project Overview: Plan Reference

- Furnish and install 7 CARRIER rooftop units, including:
 - Costume 24" high curbs with Z-brackets tie downs
 - Condensate overflow switch and repair existing drain lines.
 - Furnish and install 7-day programmable thermostats for all units.
 - Remove and disposal of existing units and curbs.
 - Galvanized sheet metal ductwork with R-8 interior lined insulation.
 - Crane Service.

For RTU-2,3,7 adapters will be required because the new models do not match the existing supply and returns drops.

Terms:

- Permit processing (included)
- Permit fees (not included)
- Structural Work (not included)
- Roof patching and sealing (not included)
- Drywall repair (not included)
- Electrical work (not included)
- Bond not included if required can be obtain with additional 3.5%.

If any changes or additional work is needed, please don't hesitate to contact us by phone or email at
(786) 245-9361 / info@blueocean-air.com

Price: \$225,612.00

This quote is valid for 30 days.

Yunior Lopez
(786) 245-9361
Blue Ocean Air Conditioning, LLC
info@blueocean-air.com



Licensed & Insured
CMC1249636

PROPOSAL

Date: Feb 16, 2026

Job Name: The Arts Warehouse
Service Address: 313 NE 3RD ST.

City: Delray Beach

State: FL

Zip Code: 33444

We are pleased to offer the following proposal as described below in accordance with the terms and conditions described herein:

SCOPE OF WORK:

Includes Arq. plans (A2.1)

Description	Qty
Demo existing RTU	Included
Furnish & install new RTU	7
Furnish & install new RTU Curb	7
Furnish & install new Thermostat	7
Furnish & install new refrigerant and drain lines	Included
Test & Balance (by independent licensed contractor) post only	Included
Start Up	Included
Final Report and Operation Manual	Included
Rigging	Included
Controls	N/A
TOTAL	\$241,106.95

Notes:

- Work will be performed during regular business hours. (8AM-5PM, M-F).
- Standard production & delivery cycles
- Due to newly implemented tariffs on imports, pricing is subject to change.
- Estimates are valid for 15 days and may be adjusted based on material cost fluctuations at the time of purchase.
- There is a price of equipment increase in March.
- RTU-3 needs to be verified before ordering. 0A is not a size. I have quoted a 08 on this quote but must be verified.
- RTU-5 is a 2 stage, not a 3. We do not make a 3-stage 5 ton anymore.
- Current lead time is a 4-5 weeks to build.
- These are not VAV systems. Please verify before ordering.

Add Alternate:

Mechanical Permit	\$6,470.00
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Licensed & Insured
CMC1249636

PROPOSAL

Date: Feb 16, 2026

Not Included:

- * BAS controls, integration or point mapping to or from existing Building Automation System (BAS) of any kind.
- * Any work associated with Kitchen Hood Exhaust Fans and Make-Up System
- * Controls contractor assistance on site for pre and post T&B
- * Paint or painting of any kind
- * Structural supports
- * Design services
- * Permit fees to the city by GC
- * Wind load or structural engineering calculations
- * Electrical work (Conduit and wire by electrician) or electrical permit
- * Cutting / patching into roof / wall, structural steel, weather roofing, roof protection, painting and wall openings
- * Integration with third party devices not specifically described above is excluded from this proposal.
- * 120VAC or greater power wiring by Div. 16.
- * Any work associated with the fire alarm system is excluded from this proposal.
- * No allowance has been made to attend fire alarm & smoke tests. If required, it will be proposed.
- * Provision and installation of thermostats guards is by others.
- * VFDs and/or Motor Starters are not included
- * Lighting Controls are not included and by others.
- * LEED Commissioning or Enhanced Commissioning (Commissioning Agent)
- * Temporary Cooling not included
- * Ceiling Removal or replacement.
- * Bonding.
- * Davis-Bacon wages
- * Special insurance requirements
- * Dumpster
- * Any maintenance or repair related work
- * Any equipment, service and/or accessories not specifically listed above are excluded

Warranty: One (1) Year on installation by SMC Air Conditioning.
One (1) Year on parts and five (5) years on compressor (equipment manufacturer)

Returns: No CANCELLATION OR REFUNDS*once order is placed.

Terms: To be discussed upon contract.

Price valid for 30 days

Acceptance of Proposal: Must be provided within 30 business days of proposal date. The above prices, specifications and conditions are satisfactory and are hereby accepted. SMC Air Conditioning is authorized to do the work as specified. Payment will be made as state above.

Contract Price & Taxes. The Contract Price includes standard ground transportation (unless specifically stated) and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof only for equipment and material installed by SMC Air conditioning.

Roosevelt Rubio
Mechanical Estimator



AIRSUPERHERO.com

ESTIMATE	#2534563
ESTIMATE DATE	Feb 6, 2026
TOTAL	\$184,777.00

Limreal Blanc
WAYPOINT CONTRACTING INC
7925 NW 12th St, #321
Miami, FL 33126

📞 (786) 472-6735
✉️ lblanc@waypointci.com

SERVICE ADDRESS

DELRAY BEACH ARTS CENTER 313 NE, 3rd Street, Delray
Beach FL 33444

CONTACT US

📞 (561) 907-4376
✉️ airsUPERHERO@gmail.com

ESTIMATE

Services

PROJECT: DELRAY BEACH ARTS CENTER 313 NE, 3rd Street, Delray Beach FL 33444

MECHANICAL SCOPE OF WORK per Bid Set MEP Plans DATED: 07-31-2025

-Provide and install

2 (two) 7.5Ton CARRIER-BRYANT OR EQUAL Roof Top A/C Systems and Roof Curb Adapter if required and Motorized Outdoor Air Damper and Electrical Disconnect and accessories

5 (five) 6Ton CARRIER-BRYANT OR EQUAL Roof Top A/C Systems and Roof Curb Adapter if required and Motorized Outdoor Air Damper and Electrical Disconnect and accessories

-Provide and install SHEET METAL external ductwork with

7 (seven) Rectangular SUPPLY Plenums from RTU to Wall

7 (seven) Rectangular RETURN Plenums from RTU to Wall

INCLUDED:

- Crane for all rigging and lifting
- Removal and Disposal of old existing units
- Connection to existing RTU Controls
- Mechanical Sub-Permit Application to existing GC Building Permit
- Any and all applicable Manufacturer, Financing, and Utilities rebates
- Weekend work including Saturday and Sunday

WARRANTY:

1 Year Workmanship Warranty

EXCLUSIONS:

- Demolition or Removal of existing interior Piping and Ductwork
- Supply and Return Grilles and Ductwork
- Outside Air Ductwork
- New Thermostats, Humidistats, Remote Sensors of any kind
- New Bathroom Exhausts and metal ductwork
- New Smoke detector and Remote Alarm Keypad
- Connection to Alarm System of Smoke detector and Remote Alarm Keypad
- Drain Pump, Economizer, Hot Gas Re-Heat or By-Pass, Ionization and UV Devices
- Existing interior Ductwork Patching, Testing, Removal, Relocation, Repairs
- Existing Thermostat or Sensor Relocation, Repairs, Replacement Parts, Wiring, Programing and Calibration
- Existing Exhaust Fan Removal, Relocation, Repairs, Replacement Parts, Maintenance, Roof Curbs and Adapters, Diagnostics, Duct/Cabinet Cleaning
- Existing Smoke detector and Remote Alarm Keypad Relocation, Repairs, Replacement Parts, Cleaning, Maintenance, Diagnostics
- Dryer and Appliance venting ducts
- Certified Test and Balance and Reports
- Certified System Commissioning
- Painting of Ductwork and Grilles
- Water Heater and Water HeaterExhaust Flues
- Air Curtains
- Make-Up Air Equipment System

- Kitchen Hood Exhaust and exhaust duct, and repairs, and deactivation/cover
- Grease Hood and Fire Suppression equipment and exhaust duct and controls, and repairs, and deactivation/cover
- Refrigeration Equipment and refrigerant lines
- Kitchen equipment including oven, microwave, cooler, freezer, ice-maker, etc
- Fireplace and ventilation ducts
- A/C Corrosion Resistance Coating Treatment
- Refrigerant gas not included
- Equipment control devices, installation, programming, and maintenance
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- Motor Starters/VariableFrequencyDrives or Coatings of any kind
- Engineering Certification for Tie-Down and Wind Loads
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- Envelope Leakage Test
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- Lightning System Functional Testing
- Equipment Isolation or Rails
- New Doors or Cutting of doors
- Drop Ceiling tiles and frame removal and re-install (removal of tile and frame may be required to complete ductwork or A/C install)
- Roofing, Electrical, Gas, Plumbing, and Welding work
- Electrical Disconnect Box and Outlets and Wiring
- Framing and Drywall work and door undercutting
- Abatement work
- Roof Cutting or Penetration
- Concrete or Asphalt cutting and repairs
- Repairs to existing code violations
- Utility Companies Fees
- Landscaping or Fencing
- Changes requested by owner, general contractor, governing agencies and inspectors
- Freight delivery, Next day or Express shipping of parts
- Anything not listed in Scope Of Work

DISCLOSURE/DISCLAIMER:

Owner, General Contractor and their agents are hereby aware and agree that the mechanical contractor is not responsible for Owner Provided Equipment defects or malfunctions, nor repairs of any pre-existing HVAC issues including but not limited to defective ductwork, freon leaks, defective or worn-out parts and ductwork, defective or damaged electrical disconnects and conduits, clogged PVC drains and pans, thermostat malfunctions, etc.

WORK ORDER:

By making a deposit payment to Mechanical Contractor, the General Contractor hereby agrees to the terms of this quote or invoice, known as the project Work Order Agreement, between Mechanical Contractor and General Contractor, and shall supersede any existing Master Subcontractor Agreement, Project Statement of Work, negotiations, representations, or agreements, either written or oral between the Mechanical Contractor and the General Contractor.

CHANGE ORDER:

Owner, General Contractor and their agents agree to provide Mechanical Contractor with written notice of any such change orders as soon as they are aware of issues. All maintenance, repairs, additions, deletions, or revisions in the Scope of Work will necessitate a new and separate Work Order. All maintenance, repairs, additions, deletions, or revisions needed to be performed before 8:00am and after 5:00pm Monday to Friday will necessitate a new and separate Work Order. Payment for Change Orders shall be made individually and separate from work herein and due when work is done.

TIME TO COMPLETE:

Scope of work will require 30 work business days to complete once Commencement and access has been granted and coordinated with owner and general contractor and Building permitting governmental agencies. Owner, General Contractor and their agents understand and agree that due to the EPA's American Innovation and Manufacturing (AIM) Act which requires A/C manufacturers to build new equipment without R410A refrigerant as of 1-1-2025, US supply chains issues are imminent causing extended delivery times on equipment and some parts from manufacturers. Owner, General Contractor and their agents agree to release and hold Mechanical Contractor his employees, agents, suppliers, and subcontractors harmless for delays in work due to manufacturer inventory shortages.

HOLD HARMLESS:

Owner, General Contractor and their agents releases and hold Mechanical Contractor his employees, agents, suppliers, and subcontractors harmless for delays in work due to unexpected building permit delays, manufacturer inventory shortages, change orders, natural events (sometimes called "acts of God"), civil unrest, strikes, equipment supply shortage, work accidents, equipment and tools failure, and or other events which are not within the reasonable control of the Mechanical Contractor. Owner, General Contractor and their agents desires and wishes to hold harmless and indemnify the Mechanical Contractor from any and all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses, including, but not limited to, all reasonable costs for defense and investigation thereof claimed by anyone by reason of injury or damage to persons or property as a proximate result of the acts or omissions of the Mechanical Contractor, out of the operation or actions of the Mechanical Contractor, sustained in or around and or in connection with the activities related to Repairs and or Installation of HVAC and Ductwork Equipment and Parts.

NOTICE TO OWNER:

As per Florida Law, the mechanical contractor will serve Notice To Owner. Notice of commencement is required for building permit. Owner and General Contractor agree to provide the Mechanical Contractor with an executed and notarized Notice of Commencement and Master Building Permit before work starts.

APPLICATION FOR PAYMENT MILESTONES**:

#1: 30% due at work order acceptance

#2: 30% due before mechanical work start

#3: 30% due at 70% completion of Scope of Work

#4: 10% due at equipment Start-Up or 100% completion of Scope of Work

OR

#1: 50% due at work order acceptance

#2: 50% due at equipment Start-Up or 100% completion of Scope of Work

**Payments are Due Uppon Request

Pay by ZELLE® is free and easy (Use our email to pay "airsuperhero@gmail.com")

See Terms & Conditions here: <http://bit.ly/conditionterms>

*THIS QUOTE IS GOOD FOR 60 DAYS AND IS NOT VALID WITHOUT AN APPROVED CONTRACT. Quote does not currently include tariffs that may be imposed. If such tariffs are imposed, our price will be adjusted accordingly.

Total

\$184,777.00

ESTIMATE

Klimate Air LLC
7875 NW 57th St #26852
Tamarac, FL 33351

service@klimateair.com
+1 (954) 330-7644



Waypoint Contracting, Inc.

Bill to

WAYPOINT CONTRACTING
7955 NW 12th St., Suite 400
Doral, FL 33126

Estimate details

Estimate no.: 0714
Estimate date: 02/16/2026

Project Name : Arts Warehouse (7 replace RTU)
Project Address: 313 NE 3RD Street Delray Beach

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Estimate - Acceptance Clause	Upon acceptance, this estimate shall constitute a binding service agreement between WAYPOINT CONTRACTING ("Client") and Klimate Air LLC ("Contractor"), under which the Contractor shall perform the services and/or installation described in the attached proposal, including furnishing and installing equipment and/or ductwork as specified based on the plans, job specifications, and scope of work.	1	\$0.00	\$0.00
2.		Estimate - Equipment Furnishing	(3) 6 TON RTU 50FE-N07A2B5-0A0A0 WEATHERMAKER ELEC/ELECTRIC ROOFTOP Standard Packaging 208/230-3-60 No Heat 6 Tons Two-Stage Cooling - Single Circuit with Patented Dehumidification System Standard/Medium Static - Vane Axial Fan Standard Electro-Mechanical Controls Precoat Al/Cu Condenser Coil - Al/Cu Evaporator Coil (3) 6 TON RTU CRTWOPOS010A00 ACC-2-POS OA DMPR UP 2 100% (3) 6 TON RTU CRHEATER324A00 ACC-ELHTR 208V 4.9KW (3) 6 TON RTU CRRFCURB002A01 ACC-ROOF CURB, 24IN TALL 3-6T (3) 6 TON RTU RTUWNTCH1-2-RU5 COMPLETE UNIT YEAR 2-5 PARTS ONLY	1	\$102,365.03	\$102,365.03

3.	Estimate - Equipment Furnishing	(1) 5 TON RTU 50FE-B06A2B5-0A0A0 WEATHERMAKER ELEC/ELECTRIC ROOFTOP Standard Packaging 208/230-3-60 No Heat 5 Tons One-Stage Cooling with Patented Dehumidification System Standard/Medium Static - Vane Axial Fan Standard Electro-Mechanical Controls Precoat Al/Cu Condenser Coil - Al/Cu Evaporator Coil (1) 5 TON RTU CRTWOPOS010A00 ACC-2-POS OA DMPR UP 2 100% (1) 5 TON RTU CRHEATER324A00 ACC-ELHTR 208V 4.9KW (1) 5 TON RTU CRRFCURB002A01 ACC-ROOF CURB, 24IN TALL 3-6T (1) 5 TON RTU RTUWNTCH1-2-RU5 COMPLETE UNIT YEAR 2-5 PARTS ONLY	1	\$0.00	\$0.00
4.	Estimate - Equipment Furnishing	(3) 7.5 TON RTU 50FE-N08A2B5-0A0A0 Weathermaker Electric/Electric Rooftop Standard Packaging 208/230-3-60 No Heat 7.5 Tons Two-Stage Cooling - Single Circuit with Patented Dehumidification System Standard/Medium Static - Vane Axial Fan Standard Electro-Mechanical Controls Precoat Al/Cu Condenser Coil - Al/Cu Evaporator Coil (3) 7.5 TON RTU CRTWOPOS011A00 ACC-2-POS OA DMPR UP 2 100% (3) 7.5 TON RTU CRHEATER411A00 10kW Heater 208/230/3/60 (3) 7.5 TON RTU CRSINGLE042A00 ACC-SNGLPT BOX ALL V 7.5T (3) 7.5 TON RTU CRRFCURB004A01 ACC-ROOF CURB,24IN TL 7.5-12.5 7.5 TON RTU RTUWNTCH3-5-RU5 COMPLETE UNIT YEAR 2-5 PARTS ONLY	1	\$0.00	\$0.00
5.	Estimate - Ductwork & Sheet Metal	In accordance with the plans and scope of work, the Contractor (Klimate Air LLC) shall fabricate and install ductwork using flexible and/or sheet metal materials as specified. All duct fabrication will meet industry standards, project specifications, and applicable codes to ensure proper fit, function, and airflow performance.	1	\$8,800.00	\$8,800.00
6.	Estimate - Crane Service	Allegiance Crane/ Storage All crane operations will comply with OSHA regulations and industry-standard rigging practices.	1	\$9,450.00	\$9,450.00
7.	Estimate - Test & Balance	The Contractor shall perform Test and Balance (T&B) services for all HVAC systems installed or serviced under this agreement, in accordance with the project plans, specifications, and	1	\$7,500.00	\$7,500.00

applicable industry standards. T&B services include measuring, adjusting, and documenting airflow, water flow, and system performance to ensure optimal operation and compliance with design specifications. Any deficiencies or adjustments required to meet specified performance standards will be reported to the Client for review. Additional corrective work outside the original scope may incur additional charges.

8.	Estimate -Miscellaneous Expenses	MISCELLANEOUS EXPENSES Material Costs (for HVAC-specific materials) Scissor Lift Rental Refrigerant Line Sets Mobilization and Demobilization Needs Project Management and On-Site Supervision Demo -Remove of exiting RTU's Equipment and Tool Rental Freight (Delivery to Jobsite)	1	\$12,500.00	\$12,500.00
9.	Invoice Labor	Labor charges cover all personnel time required to perform the work specified in the scope of work and project plans. This includes installation, testing, supervision, and any other labor necessary to complete the project in accordance with industry standards and applicable codes. Labor is billed according to the rates agreed upon in the proposal or contract. Any labor required beyond the agreed-upon scope will be billed as additional charges.	1	\$50,000.00	\$50,000.00
10.	Profit Margin	Profit Margin: We've included a 6% profit margin in this estimate.	1	\$14,610.81	\$14,610.81
11.	Schedule of Values & Progress Payments	Schedule of Values & Progress Payments: Progress payments will follow the Schedule of Values and will be invoiced by the Contractor in alignment with project milestones, including approval of submittals, initiation of material orders, commencement of manufacturing, and completion of manufacturing. Payments shall be structured as follows: First Installment (30%) – Due upon approval of submittals and initiation of material orders, to secure materials and commence the scope of work. Second Installment (40%) – Due upon commencement of manufacturing, installation of equipment, and related workmanship. Final Installment (30%) – Due upon ultimate completion of manufacturing and full completion of the scope of work, inclusive of retainage, for all or any portion of the Buyer's order.	1	\$0.00	\$0.00

12.	Estimate - Exclusions	The following items are not included in the scope of work under this agreement: Upgrade To Building management systems (BMS) Integrations with building management systems Energy management systems Permitting fees Electrical scope of work - By Others Plumbing scope of work - By Others Furnishing and installing any equipment not explicitly detailed in the scope of work	1	\$0.00	\$0.00
13.	Estimate - Price & Tariff Disclaimer	Please be advised that price adjustments may occur more frequently due to factors beyond our control, including the COVID-19 pandemic, industry supply and demand fluctuations, general inflationary pressures, and changes in tariffs or trade policies. These adjustments apply to all products and equipment sourced from manufacturers and distributors, many of whom issue notices regarding potential sudden price changes and abbreviated price validation periods. The information contained in this bid, including the scope of work and all pricing, is based solely on the Mechanical (M) drawings provided, dated 07/21/2025. Any additional components of the project's scope of work are subject to field verification and may result in additional costs. To help safeguard against unforeseen price changes, securing purchase orders and confirming the scope of work in a timely manner is strongly recommended. Our commitment to delivering high-quality products and services remains unwavering, and we greatly value your business and ongoing support.	1	\$0.00	\$0.00
14.	Estimate - Client Approval	If the terms and conditions outlined herein accurately reflect your understanding of the Contractor-Client relationship, please indicate your agreement by signing, dating, and returning this proposal, which has been generated via QuickBooks. We appreciate the opportunity to serve you and believe this estimate clearly represents the key aspects of our agreement. Should you have any questions or require clarification, please do not hesitate to contact us. This agreement shall remain valid for any subsequent work following the completion of this project, unless terminated in writing by either party.	1	\$0.00	\$0.00

Subtotal	\$205,225.84
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Sales tax	\$875.00
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Total	\$206,100.84
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Accepted date

Accepted by



Blue Ocean Air Conditioning

Tel: 786-245-9361

Web: Blueocean-air.com

Email: info@blueocean-air.com

Address: 1723 NW 79th AVE Miami, FL 33126

Proposal

February 17, 2026

Project Information: DELRAY ART CENTER
313 NE 3RD STREET
DELRAY BEACH, FL 33444

Project Overview: Plan Reference

- Furnish and install 7 CARRIER rooftop units, including:
 - Costume 24" high curbs with Z-brackets tie downs
 - Condensate overflow switch and repair existing drain lines.
 - Furnish and install 7-day programmable thermostats for all units.
 - Remove and disposal of existing units and curbs.
 - Galvanized sheet metal ductwork with R-8 interior lined insulation.
 - Crane Service.

For RTU-2,3,7 adapters will be required because the new models do not match the existing supply and returns drops.

Terms:

- Permit processing (included)
- Permit fees (not included)
- Structural Work (not included)
- Roof patching and sealing (not included)
- Drywall repair (not included)
- Electrical work (not included)
- Bond not included if required can be obtain with additional 3.5%.

If any changes or additional work is needed, please don't hesitate to contact us by phone or email at
(786) 245-9361 / info@blueocean-air.com

Price: \$225,612.00

This quote is valid for 30 days.

Yunior Lopez
(786) 245-9361
Blue Ocean Air Conditioning, LLC
info@blueocean-air.com



Licensed & Insured
CMC1249636

PROPOSAL

Date: Feb 16, 2026

Job Name: The Arts Warehouse
Service Address: 313 NE 3RD ST.

City: Delray Beach

State: FL

Zip Code: 33444

We are pleased to offer the following proposal as described below in accordance with the terms and conditions described herein:

SCOPE OF WORK:

Includes Arq. plans (A2.1)

Description	Qty
Demo existing RTU	Included
Furnish & install new RTU	7
Furnish & install new RTU Curb	7
Furnish & install new Thermostat	7
Furnish & install new refrigerant and drain lines	Included
Test & Balance (by independent licensed contractor) post only	Included
Start Up	Included
Final Report and Operation Manual	Included
Rigging	Included
Controls	N/A
TOTAL	\$241,106.95

Notes:

- Work will be performed during regular business hours. (8AM-5PM, M-F).
- Standard production & delivery cycles
- Due to newly implemented tariffs on imports, pricing is subject to change.
- Estimates are valid for 15 days and may be adjusted based on material cost fluctuations at the time of purchase.
- There is a price of equipment increase in March.
- RTU-3 needs to be verified before ordering. 0A is not a size. I have quoted a 08 on this quote but must be verified.
- RTU-5 is a 2 stage, not a 3. We do not make a 3-stage 5 ton anymore.
- Current lead time is a 4-5 weeks to build.
- These are not VAV systems. Please verify before ordering.

Add Alternate:

Mechanical Permit	\$6,470.00
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Licensed & Insured
CMC1249636

PROPOSAL

Date: Feb 16, 2026

Not Included:

- * BAS controls, integration or point mapping to or from existing Building Automation System (BAS) of any kind.
- * Any work associated with Kitchen Hood Exhaust Fans and Make-Up System
- * Controls contractor assistance on site for pre and post T&B
- * Paint or painting of any kind
- * Structural supports
- * Design services
- * Permit fees to the city by GC
- * Wind load or structural engineering calculations
- * Electrical work (Conduit and wire by electrician) or electrical permit
- * Cutting / patching into roof / wall, structural steel, weather roofing, roof protection, painting and wall openings
- * Integration with third party devices not specifically described above is excluded from this proposal.
- * 120VAC or greater power wiring by Div. 16.
- * Any work associated with the fire alarm system is excluded from this proposal.
- * No allowance has been made to attend fire alarm & smoke tests. If required, it will be proposed.
- * Provision and installation of thermostats guards is by others.
- * VFDs and/or Motor Starters are not included
- * Lighting Controls are not included and by others.
- * LEED Commissioning or Enhanced Commissioning (Commissioning Agent)
- * Temporary Cooling not included
- * Ceiling Removal or replacement.
- * Bonding.
- * Davis-Bacon wages
- * Special insurance requirements
- * Dumpster
- * Any maintenance or repair related work
- * Any equipment, service and/or accessories not specifically listed above are excluded

Warranty: One (1) Year on installation by **SMC Air Conditioning.**
One (1) Year on parts and five (5) years on compressor (equipment manufacturer)

Returns: No CANCELLATION OR REFUNDS once order is placed.

Terms: To be discussed upon contract.

Price valid for 30 days

Acceptance of Proposal: Must be provided within 30 business days of proposal date. The above prices, specifications and conditions are satisfactory and are hereby accepted. SMC Air Conditioning is authorized to do the work as specified. Payment will be made as state above.

Contract Price & Taxes. The Contract Price includes standard ground transportation (unless specifically stated) and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof only for equipment and material installed by SMC Air conditioning.

Roosevelt Rubio
Mechanical Estimator

**SECOND AMENDMENT TO THE AGREEMENT
BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
AND WAYPOINT CONTRACTING, INC.
(313 NE 3rd Street)**

THIS SECOND AMENDMENT TO THE AGREEMENT ("Second Amendment") is made and entered into as of the 28 day of April, 2026, 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 **WAYPOINT CONTRACTING, INC.**, a Florida Profit Corporation (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, the CRA and the CONTRACTOR previously entered into an Agreement dated January 27, 2026, for Exterior and Interior Repairs to the CRA-Owned Building Located at 313 NE 3rd Street- Arts Warehouse pursuant to the CRA's Invitation to Bid No. 2025-03 and addendums ("ITB"), and the CONTRACTOR's response to the Invitation to Bid, including all documents required thereunder ("Agreement"); and

WHEREAS, the CRA and the CONTRACTOR amended the Agreement on February 26, 2026, ("First Amendment") to amend the scope of services to include necessary HVAC related labor and materials, and to increase the compensation owed to CONTRACTOR.

WHEREAS, the CRA and the CONTRACTOR desire to enter into this Second Amendment to increase the price of the compensation owed to the CONTRACTOR in an amount not to exceed Thirty Four Thousand Four Hundred Two Dollars and Three Cents (\$34,402.03) for the labor and materials needed for the additional interior concrete floor repairs as set forth in "Exhibit A" to this Second Amendment, which is incorporated herein by reference. The total maximum contract sum due to the CONTRACTOR is amended to

Eight Hundred Eighty-Six Thousand Eight Hundred Eighty-Eight Dollars and Three Cents (\$886,888.03).

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 to amend the Agreement to increase the price of the compensation owed to the CONTRACTOR Thirty Four Thousand Four Hundred Two Dollars and Three Cents (\$34,402.03) for the labor and materials needed for the additional interior concrete floor repairs as set forth in "Exhibit A" to this Second Amendment, which is incorporated herein by reference. The total maximum contract sum due to the CONTRACTOR is amended to Eight Hundred Eighty-Six Thousand Eight Hundred Eighty-Eight Dollars and Three Cents (\$886,888.03).

3. That except as amended herein, the CRA and CONTRACTOR ratify, approve, and reaffirm the terms of the Agreement, and the Agreement 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, First Amendment, and this Second Amendment, this Second 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.

Exhibit "A"



Waypoint Contracting, Inc.
Powered by RedTeam

CONSTRUCTION MANAGEMENT CHANGE PROPOSAL

4/14/2026

Christine Tibbs
Delray Beach Community Redevelopment Agency
20 N Swinton Ave
Delray Beach, FL 33444



Re: Our Change Proposal 25069-02 for **Additional Crack Repairs per Owner's Instruction**

Project: Delray Beach CRA Exterior and Interior Art Warehouse Repairs | 313 N.E. 3rd Street, Delray Beach
Arts Warehouse
Arts Warehouse, 313 N.E. 3rd Street, Delray Beach, FL 33444

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

Per instructions provided by the Project Owner and Architect of Record under RFI#004, additional cracks identified for Phase 1 (front portion of the first floor) and Phase 2 are outlined in red on the attached structural plan.

Important Note: The Contractor is executing the work based on the direction provided and assumes no responsibility for engineered design, analysis, or long-term performance of these repairs, as no engineered control or monitoring of the additional cracks has been performed. As such, the Owner has instructed the work to proceed without special inspections and/or EOR oversight. The method of execution has been inspected over mockup sample approved (RFI#004).

Phase 3 (back portion of the first floor) has not been inspected, as the area has been used for storage and was not accessible for evaluation.

Phasing is defined as follows:

- Phase 1: Front portion of the first floor
- Phase 2: Second level of the building
- Phase 3: Back portion of the first floor

Price: **\$34,402.03** Thirty Four Thousand Four Hundred Two Dollars and Three Cents

Time: The duration of the Work to achieve Substantial Completion will be **UNCHANGED**.

Clarification(s): None.

Expiration: This Proposal shall remain open for 30 calendar day(s).

Attachment(s): Negotiated Pricing Summary
Negotiated Pricing Detail

Please contact me at 7866081406 or via e-mail yguatame@waypointci.com if you have any questions or require additional information.

Regards,

Waypoint Contracting, Inc.

Yesid Guatame

Project Manager

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Client Signature:

Delray Beach Community Redevelopment Agency

Date:



Waypoint Contracting, Inc.
Powered by RedTeam

NEGOTIATED PRICING SUMMARY

Summary by Cost Division

25069 - 02 - Additional Crack Repairs per Owner's Instruction

Manager: Yesid Guatame

As of 4/16/2026

Printed: 4/16/2026 10:00 AM

	Cost Division	Labor (\$)	Material (\$)	Subcontract (\$)	Equipment (\$)	Other (\$)	Total (\$)
01	General Requirements	852.68	0.00	0.00	0.00	0.00	852.68
03	Concrete	0.00	3,275.00	26,082.00	0.00	0.00	29,357.00
	SUBTOTAL DIRECT COSTS	852.68	3,275.00	26,082.00	0.00	0.00	30,209.68
	Indirect Costs	0.00	0.00	0.00	0.00	0.00	
	Indirect Cost Allocation Rates	0.00%	0.00%	0.00%	0.00%	0.00%	
	TOTAL DIRECT & INDIRECT COSTS	852.68	3,275.00	26,082.00	0.00	0.00	30,209.68
	Fee					10.00%	3,020.97

Supplemental Markups

-	00730	Builder Risk	1.00	Percent of Total Price	332.31
-	01050	Bond	2.50	Percent of Total Price	839.07

TOTAL PRICE					\$34,402.03
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25069 - 02 - Additional Crack Repairs per Owner's Instruction

Manager: Yesid Guatame

As of 4/16/2026

[illegible]

REQUEST FOR INFORMATION

Date:	04/02/2026	RFI #:	004
To:	Currie Sowards Aguila Architects	Project #:	25069
Attention:	Keith Beal	Required by:	04/09/2026
Phone:			
Project:	Delray Beach CRA Exterior and Interior Art Warehouse Repairs 313 N.E. 3rd Street, Delray Beach		
By:	Manuel Travisani, Assistant Project Manager		

Subject:	Crack Repair Mockup Approval and Scope Clarification
Ref:	

Attachment(s):

- S1.0 - STRUCTURAL FLOOR PLAN - CRACKS FIRST PHASE

[https://redteam.link/ieufyd](#)

- WhatsApp Image 2026-04-02 at 1.37.33 PM



<https://redteam.link/ieufyd>

- WhatsApp Image 2026-04-02 at 1.37.33 PM (1)



<https://redteam.link/t8kpdoao>

Information Requested/Description:	
Please be advised that, based on the mockup samples performed (with backer and without backer, see attached photos), a site evaluation took place on Tuesday and Wednesday, March 31st and April 1st, following the previously reviewed and approved submittal package, with all prior comments addressed through the mockup, and no outstanding items remaining. This RFI is submitted to obtain formal confirmation and approval of the selected repair method and finish condition. Please confirm that the approved finish is acceptable in terms of aesthetics, texture, surface condition, and color, and that the Contractor shall replicate this approved mockup standard for all crack repairs throughout the project. Additionally, please be advised that, during a site walkthrough with the Owner and AOR, and based on Sheet S1.0 – First Floor Plan, it was identified that the repair scope is to be extended by approximately 50 LF, beyond the originally defined limits per the contract drawings. Waypoint Contracting (WCI) has received a preliminary cost from the Vendor in the amount of \$42/LF plus WCI O&P + fees as necessary for this additional work. Please note that this walkthrough and associated quantity apply only to the first phase (front area) and do not include the remaining areas at the rear of the first floor or second floor, which will be evaluated in future walkthroughs which may led to additional costs. Please confirm formal approval of the mockup finish standard and advise on how to proceed regarding the additional scope and associated cost.	
Suggestion:	

RESPONSE TO R.F.I. #004

Responded By:	Walt Sanchez, CRA Project Manager Delray Beach Community Redevelopment Agency
Returned Date:	04/03/2026
Answer:	The mockup of the floor crack repair is acceptable to the city with the understanding that the cutting and routing of the crack will be neat in nature and the crack repair material is fully and properly applied within the crack with no voids or gaps.

Attachment:

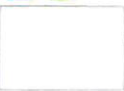
BID SET - 02/20/75
 FIRST FLOOR PLAN
 02/20/75
 S1.0

THIS SET OF DRAWINGS IS FOR THE FIRST FLOOR OF THE CURRIE SOWARDS AGUILA ARCHITECTS WAREHOUSE. THE DRAWINGS ARE TO BE USED FOR THE ROOF REPAIRS AT THE ARTS FOR DELRAY CMA. THE DRAWINGS ARE TO BE USED FOR THE ROOF REPAIRS AT THE ARTS FOR DELRAY CMA. THE DRAWINGS ARE TO BE USED FOR THE ROOF REPAIRS AT THE ARTS FOR DELRAY CMA.

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CURRIE SOWARDS AGUILAS ARCHITECTS
 1000 N. MILPITAS AVENUE, SUITE 100
 SAN JOSE, CALIFORNIA 95128
 (408) 944-1111
 www.curriesowardsaguilas.com



- PLAN NOTE
1. THE FOLLOWING ARE THE NOTES FOR THE ROOF REPAIRS AT THE ARTS FOR DELRAY CMA.
 2. THE ROOF REPAIRS AT THE ARTS FOR DELRAY CMA ARE TO BE USED FOR THE ROOF REPAIRS AT THE ARTS FOR DELRAY CMA.
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