

**AGREEMENT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR A REDEVELOPMENT PROJECT BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY AND SYNALOVSKI ROMANIK SAYE, LLC (NW 600 BLOCK - WEST ATLANTIC AVENUE)**

THIS AGREEMENT is made and entered into as of the 30 day of November 2023, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body, corporate and politic, duly created and operated pursuant to Chapter 163, Part III, Florida Statutes, (hereinafter referred to as the "CRA"), and **SYNALOVSKI ROMANIK SAYE, LLC**, a Florida limited liability corporation authorized to do business in the State of Florida (hereinafter referred to as the "ARCHITECT") for the redevelopment project at NW 600 Block – West Atlantic Avenue (hereinafter referred to as the "Project") (hereinafter the "Agreement").

**WITNESSETH:**

**WHEREAS**, the CRA is desirous of retaining an architectural firm to provide professional architectural and engineering services from "cradle to grave" ranging from pre-design through closeout services for the Project that includes but are not limited to: pre-design, design, permitting, bidding assistance, construction administration, through close-out of the Project; and

**WHEREAS**, on March 8, 2021, the CRA issued a Request for Qualifications CRA NO. 2021-01 Professional Architectural & Engineering Services for a Commercial Redevelopment Project (NW 600 Block- West Atlantic Avenue) ("RFQ"), is hereby attached as Exhibit "B" and incorporated by reference; and

**WHEREAS**, on August 31, 2021, the CRA Board of Commissioners selected ARCHITECT as the successful proposer and authorized the CRA staff to enter into negotiations with the successful proposer; and

**WHEREAS**, on August 31, 2021, the CRA Board of Commissioners authorized the CRA Board Chair to execute the negotiated agreement with ARCHITECT; and

**WHEREAS**, Section 163.370(2)(C), Florida Statutes, authorizes the expenditure of CRA funds to undertake and carry out community redevelopment and related activities within the community redevelopment area; and

**WHEREAS**, the Delray Beach CRA Redevelopment Plan ("Redevelopment Plan"), Part Three Section (II)(C), pp. 27, identifies the needs of the area including property acquisition and redevelopment by the CRA of blighted properties.

**NOW THEREFORE**, in consideration of the mutual covenants and promises herein contained the parties hereby agree as follows:

1. This Agreement shall include and incorporate the terms, conditions and specifications set forth in the CRA's RFQ that do not directly conflict with this Agreement.
2. The Scope of Services provided by ARCHITECT is described in Exhibit "A", which also includes the Scope of Work in Section V of the RFQ, for professional architectural and engineering services from "cradle to grave" ranging from pre-design through closeout

services for the Project that includes but are not limited to: pre-design, design, permitting, bidding assistance, construction administration, through close-out of the Project located at the following Parcel Control Numbers:

- 12-43-46-17-01-012-0230
- 12-43-46-17-01-012-0220
- 12-43-46-16-01-012-0090
- 12-43-46-17-01-012-0250
- 12-43-46-17-01-012-0240
- 12-43-46-17-01-012-0260
- 12-43-46-16-01-012-0010
- 12-43-46-17-01-012-0190

and are within the NW 600 Block of West Atlantic Avenue that is generally bounded by West Atlantic Avenue to the south, NW 1<sup>st</sup> Street to the north, NW 7<sup>th</sup> Avenue to the west, and NW 6<sup>th</sup> Avenue to the east. The professional architectural and engineering services provided throughout the term of this Agreement are needed in support of the CRA's community redevelopment efforts.

3. The term of this Agreement shall commence on **March 6, 2023** and terminating upon completion of the Project. In the event the Project is not by completed by **August 31, 2025**, the CRA may terminate this Agreement upon five (5) days written notice to the ARCHITECT. Notwithstanding the foregoing, the CRA may terminate this Agreement, at any time, upon thirty (30) days advance written notice. If this Agreement is terminated for any reason, CRA shall pay to ARCHITECT accrued but unpaid compensation through the date of termination. Such payment shall be in full and complete discharge of any and all liabilities or obligations of CRA to ARCHITECT under this Agreement, and ARCHITECT shall be entitled to no further benefits under this Agreement.

4. The ARCHITECT shall be deemed to be the "Architect of Record" for the CRA for the Project during the term of this Agreement and the Executive Director or designee of the CRA is designated as the CRA's liaison with the ARCHITECT. The ARCHITECT designates \_\_\_\_\_, as its liaison with the CRA. Any changes to the above designations shall be provided in writing to the CRA and shall be approved by the CRA's Executive Director. The general duties of the ARCHITECT are as follows:

A. The relationship of the ARCHITECT to the CRA will be that of a professional consultant, and the ARCHITECT will provide the professional and technical services required under this AGREEMENT in accordance with acceptable professional practices and ethical standards. No employer/employee relationships shall be deemed to be established and the ARCHITECT, its agents, subcontractors, and employees shall be independent contractors at all times.

B. Professional and Technical Services. It shall be the responsibility of the ARCHITECT to work with the CRA and apprise the CRA of solutions to problems and the approach or technique to be used towards accomplishment of the CRA's objectives as set forth in WORK ASSIGNMENTS, which will be made a part of this AGREEMENT upon execution by both parties.

C. The Scope of Services to be provided by ARCHITECT pursuant to this Agreement as provided in Exhibit "A," which is attached hereto and incorporated herein by reference. The Scope of Services shall also include the Scope of Work as set forth in Section V of the RFQ which is hereby incorporated by reference.

D. As is consistent with the generally accepted professional standard of care, the ARCHITECT shall be responsible for the professional quality, technical accuracy, timely completion, compliance with applicable regulations and rules, and the coordination with all appropriate agencies of designs, drawings, specifications, reports and other services furnished by the ARCHITECT under this AGREEMENT. If the CRA determines that within industry standards there are any errors, omissions or other deficiencies not caused by sources outside of the ARCHITECT's control in the ARCHITECT's designs, drawings, specifications, reports and other such services within the Scope of Services for said projects, the ARCHITECT shall, without additional compensation, correct or revise said errors or omissions.

E. Approval by the CRA of drawings, designs, specifications, reports and incidental professional services or materials furnished hereunder shall not in any way relieve the ARCHITECT of responsibility for performing services in accordance with the professional standard of care. The CRA's review, approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT.

F. The ARCHITECT shall attend all meetings in accordance with Exhibit "B" pertaining to the Project, unless the CRA's Executive Director or designee declares such attendance and participation is not necessary. In addition, the ARCHITECT shall attend all additional meetings as may be required to facilitate the Project.

G. **LOCAL HIRING REQUIREMENT:** ARCHITECT is required to assign a minimum of ten percent (10%) of the Contract Price, as defined in Paragraph 5A below, to local sub- contractor(s)/sub-consultant(s). Local in this context shall mean the sub- contractor/sub-consultant has an office located within the municipal boundaries of the City of Delray Beach. A combination of local sub- contractors/sub-consultants may be utilized to reach the required minimum of ten percent (10%.) Documentation shall be provided to state which local sub-contractor(s)/sub-consultants will be utilized, where the local sub- contractors/sub-consultants place of business is located, and what type of service and the percentage of the total awarded agreement the local sub- contractor(s)/sub-consultant(s) will be performing.

5. The method of payment for the services rendered by ARCHITECT shall be as follows:

A. The CRA shall pay an amount up to **Six Hundred Thirty- Nine Thousand and 00/100 Dollars (\$639,000.00)** (the "Contract Price"). In the

event there are additional services to be provided, or additional costs in excess of the Contract Price, the ARCHITECT shall only be entitled to additional compensation upon the approval and execution of a written amendment to this Agreement signed by the CRA.

B. Payment shall be in accordance with invoices for actual charges incurred during the preceding month.

C. All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes, as well the CRA's own payment policies and procedures.

6. The parties hereby agree to negotiate and execute specific case-by-case addenda to this Agreement in order to provide the scope of specific services for the Project.

7. All drawings, materials, reports and other media developed by the ARCHITECT, pursuant to this Agreement, shall following payment for services performed under this Agreement become sole and exclusive property of the CRA, and the ARCHITECT shall deliver same to the CRA, in a timely manner, upon written request by the CRA for same. In the event the CRA terminates this Agreement, ARCHITECT shall, upon payment for services rendered, within thirty (30) days deliver all drawings, materials, reports, and other media developed by the ARCHITECT to the CRA. All documents including drawings and specifications prepared or furnished by ARCHITECT (and ARCHITECT's independent professional associates, subcontractors and consultants) pursuant to this Agreement are instruments of service in respect of the Project and ARCHITECT shall retain an ownership and property interest therein whether or not the Project is completed. The CRA may make and retain copies for information and reference in connection with the use and occupancy of the Project by the CRA and others; however, such documents are not intended or represented to be suitable for reuse or modifications by the CRA or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ARCHITECT, or by ARCHITECT's independent professional associates, subcontractor or consultants, shall be at CRA's sole risk and without liability to ARCHITECT. Any such verification or adaptation will entitle ARCHITECT to further compensation rates to be agreed upon by the CRA and ARCHITECT.

8. Without limiting any of the other obligations or liabilities of the ARCHITECT, the ARCHITECT shall, at his own expense, provide and maintain in force, until all of its services to be performed under this Agreement have been completed and accepted by the CRA (or for such duration as it otherwise specified herein), the following insurance coverage's:

A. Worker's Compensation Insurance to apply to all of the ARCHITECT's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.

B. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) each occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded

on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06, as Filed by the Insurance Services Office and must include:

- (1) Premises
- (2) Products and Completed Operations –
- (3) ARCHITECT shall maintain in force until at least three years after completion of all services required under this Agreement.

C. Business Automobile Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- (1) Owned Vehicles
- (2) Hired and Non-Owned Vehicles
- (3) Employers' Non-Ownership

The CRA shall be named as an additional insured on the ARCHITECT'S policy.

D. Professional Liability Insurance with minimum limits per claim applicable to CRA Project as follows:

|    | <u>Construction Cost Range</u> | <u>Limit</u> |
|----|--------------------------------|--------------|
| 1. | 0 - 99,000                     | \$ 250,000   |
| 2. | 100,000 - 299,000              | \$ 500,000   |
| 3. | 300,000 - 499,000              | \$ 750,000   |
| 4. | 500,000 – Above                | \$1,000,000  |

ARCHITECT shall maintain such professional liability insurance until at least one year after a Certificate of Occupancy is issued. ARCHITECT shall insure that sub-consultants used for any portion of the Project shall maintain the same limits of Professional Liability Insurance as ARCHITECT.

E. Prior to commencement of services, the ARCHITECT and its sub-consultants shall provide to the CRA Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs 7A, 7B, 7C, and 7D. All policies covered within subparagraphs 7A, 7B, 7C, and 7D, shall be endorsed to provide the CRA with thirty (30) days notice of cancellation and/or restriction. The CRA shall be named as an additional insured on all of the ARCHITECT's and its sub-consultants' policies referenced in this Section. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Project. The ARCHITECT shall also make available to the CRA a certified copy of the professional liability insurance policy that is signed by an insurance company

representative for the CRA's review. Upon request, the ARCHITECT shall provide copies of all other insurance policies.

F. If the initial insurance policies required this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the CRA with thirty (30) days notice of cancellation and/or restriction.

G. The ARCHITECT's insurance shall apply on a primary basis, prior to the CRA's insurance.

H. A waiver of Subrogation shall be provided on all policies of insurance.

9. Prohibition of Contingent Fees. ARCHITECT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the ARCHITECT to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the ARCHITECT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the CRA shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration pursuant to section 287.055(6), Florida Statutes.

10. Conflicts of Interest.

A. ARCHITECT agrees not to accept employment during the time this Agreement is in effect from any builder, land developer, or others performing real estate development and/or land planning projects within the boundaries of the Delray Beach Community Redevelopment Agency's Redevelopment Area which is determined by the CRA as a conflict of interest with the ARCHITECT's work for the CRA.

B. If the CRA determines that such a conflict exists the CRA shall have the right to terminate the Agreement after providing written notice to the ARCHITECT of the conflict, pursuant to the terms of the Agreement, and after failing to resolve the conflict within 30 days after said notice is received by ARCHITECT, the CRA reserves the right to unilaterally terminate the Agreement.

11. Indemnification. ARCHITECT 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, ARCHITECT, its employees, agents, servants, officers, or utilized by ARCHITECT 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, ARCHITECT 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 monetary limitation of the ARCHITECT's indemnification obligations pursuant to this Agreement is \$1,000,000.00. the CRA and ARCHITECT agree that this monetary limitation bears a reasonable commercial relationship to this Agreement. The obligations of this section shall survive the expiration or earlier termination of this Agreement. However, nothing set forth herein shall constitute a waiver of sovereign immunity or an agreement to indemnify the CRA beyond the limits set forth in Florida Statute §768.28.

12. Certification and Scrutinized Company Requirements. The CRA shall have the option to terminate this Agreement if ARCHITECT:

- 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, in accordance with section 215.4725, Florida Statutes;
- 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, in accordance with section 287.135, Florida Statutes; or
- D. Has been engaged in business operations in Cuba or Syria.

13. Patriot Act Requirements. Each party shall 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 administered 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.

14. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as an ARCHITECT, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (Currently \$25,000.00) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

15. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified mail, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof. The

place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective place for giving of notice, to-wit:

For CRA                      Renée A. Jadusingh, 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  
With Email Copy to: Ashlyn Darden, Esq., Legal Advisor  
DardenA@mydelraybeach.com

For ARCHITECT:      Manual Synalovski, Managing Member  
1800 Eller Drive, Ste 500  
Fort Lauderdale, FL 33316  
Telephone: 954-961-6806  
Email: msynalovski@synalovski.com

16. **Default.** In the event the ARCHITECT fails to comply with the provisions of this Agreement, the CRA may declare the ARCHITECT in default and notify it in writing, giving a reasonable time to cure the default, but in no event shall this time period exceed five (5) work days unless otherwise agreed to by the parties. In such event, the ARCHITECT shall only be compensated for any services completed as of the date written notice of default is served. Furthermore, the amount of compensation to the ARCHITECT in the event of default, shall be determined by deducting any additional costs, charges and/or damages incurred by the CRA due to the ARCHITECT'S default.

17. **Warranty.** ARCHITECT warrants that its services are to be performed in conformance with applicable professional architectural standards of skill and care ordinarily exercised by similar firms that are performing similar services on similar projects at the same time and in the same general location as the Project defined by this Agreement. Additionally, Architect warrants that it shall prepare all documents required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with applicable law, codes and regulations.

18. **Public Records.** ARCHITECT shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, ARCHITECT 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 architect 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 ARCHITECT 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 ARCHITECT 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 ARCHITECT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARCHITECT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**ASHLYN DARDEN, ESQ.  
561-276-8640  
DARDENA@MYDELRAYBEACH.COM  
20 NORTH SWINTON AVENUE  
DELRAY BEACH, FLORIDA 33444**

19. Miscellaneous.

A. Attorney's Fees: In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs and paralegal fees at both the trial and appellate levels, to the extent permitted by law.

B. Law Governing: This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.

C. Venue for litigation concerning this Agreement shall be in Palm Beach County, Florida.

D. Severability: If any portions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such provisions had not been included.

20. **Acceptance of Agreement:** Execution of this Agreement by both parties signifies agreement with all the terms and conditions and serves as a notice to proceed.

21. **E-Verify**

a. ARCHITECT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

b. Definitions for this Section:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, ARCHITECT and any Subcontractor.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

c. Registration Requirement; Termination:

1. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

b. All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the CRA. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of this Agreement is a condition of the Agreement with the CRA; and

c. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ,

contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Agreement under this Section is not a breach of contract and may not be considered as such. If this Agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

*[Space Left Intentionally Blank; Signature Page to Follow]*

**IN WITNESS WHEREOF**, the DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY Board of Commissioners has made and executed this Agreement on behalf of the CRA and ARCHITECT has hereunto set its hand the day and year written above.

DELRAY BEACH COMMUNITY  
REDEVELOPMENT AGENCY

BY: 

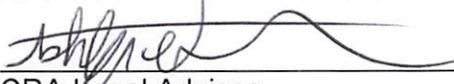
Adam Frankel, Chair

ATTEST:



Renée A. Jadusingh, Esq., Executive Director

APPROVED AS TO FORM:



CRA Legal Advisor

ATTEST:

[Handwritten Signature]

ARCHITECT:

SYNALOVSKI ROMANIK SAYE, LLC

BY: [Handwritten Signature]

Title: Principal

Date: 11.30.2023

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 30 day of November, 2023, by Manuel Sydalovski, as Principal (name of officer or agent, title of officer or agent), of Synalovski Romanik Saye, LLC (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced n/a (type of identification) as identification.

My Commission expires:

[Handwritten Signature]  
NOTARY PUBLIC

Isabel C. Marin  
Print Name



## **EXHIBIT “A” SCOPE OF SERVICES**

Services required for the redevelopment of eight (8) lots in four (4) parcels owned by the CRA (see attached Map). The proposed services will include the following tasks and related deliverables: Task 1 – Pre-Design Site Plan Analysis and Programming, Task 2 - Schematic Design, Task 3 – Design Development, Task 4 – Construction Documents, Task 5 - Bidding and Permitting and Task 6 – Assistance During Construction.

The eight (8) lots for redevelopment are:

12-43-46-17-01-012-0230  
12-43-46-17-01-012-0220  
12-43-46-16-01-012-0090  
12-43-46-17-01-012-0250  
12-43-46-17-01-012-0240  
12-43-46-17-01-012-0260  
12-43-46-16-01-012-0010  
12-43-46-17-01-012-0190

Note: Subject properties have a Zoning designation of Central Business District.

The Architectural Design and style of the proposed development will follow the City of Delray Beach’s Central Business District Anglo Caribbean Design Guidelines and be compatible with a neighboring private commercial redevelopment on CRA owned properties.

The proposed redevelopment will take into account the current alleyway improvements and be subject to current zoning (CBD) requirements, under the City’s Land Development Regulations.

All proposed CBS Construction will meet Green Building requirements and provide design elements that will support the urban lifestyle of the neighborhood.

The services to be provided include:

Due Diligence  
Project Schedule  
Design Documents  
Site Plan and Area Map  
Paving, Grading, and Drainage Plan; Drainage & Stormwater Calculations  
Water and Sanitary Sewer Plans  
Construction Details  
Photometric Plan  
Landscape Plans  
Irrigation Plans  
Architectural Plans  
Fire Safety Plans  
Structural Plans and Calculations  
MEP Plans and Energy Calculations, Etc.  
Product Approvals/Shop Drawings, Etc.

Cost Estimate

Marketing Materials Colored Elevations and 3D Renderings

Agency Permitting – Including Site Plan Approval and any Variance or Waivers

All City Development and Building Permit Approvals (Site Plan, Variance, Waivers, Conditional Use, Site Plan Certification, Etc.)

- Processing Applications for Approval

- Including Presentations to Board(s) for Approval

SFWMD Approval

Project Meetings with City

Project Meetings with CRA Staff

Preparation and Presentations for CRA Board/Updates

Public Outreach Meetings

Utility Coordination

Construction Administration

Site Visits/Shop Drawings

Project Certification

**For a sum up to:**

**Six Hundred and Thirty-Nine Thousand and 00/100 Dollars (\$639,000.00)**

Payments to be made as follows:

Monthly, based on services provided on an hourly basis. Please refer to the Hourly Rates below.

|   |                     |
|---|---------------------|
| TASK 1 – Pre-Design Site Plan Analysis and Programming  | <b>\$18,000.00</b>  |
| • Schematic Design to Date                              |                     |
| • Site Investigation and Due Diligence                  |                     |
| • LDR Review/Establish Development Criteria             |                     |
| • Utilities Investigation                               |                     |
| • Formalizing opportunity outreach path                 |                     |
| TASK 2 – Schematic Design                               | <b>\$45,000.00</b>  |
| • Includes Community Participation/Public Outreach      |                     |
| TASK 3 – Design Development                             | <b>\$90,000.00</b>  |
| • Includes Site Plan Certification                      |                     |
| TASK 4 – Construction Documents                         | <b>\$306,000.00</b> |
| • Includes Cost Estimate and Green Building Standards   |                     |
| TASK 5 – Bidding/Permitting                             | <b>\$36,000.00</b>  |
| • Includes all Building and Site Plan Permit Assistance |                     |
| TASK 6 – Assistance During Construction                 | <b>\$144,000.00</b> |
| • Includes Close-Out                                    |                     |

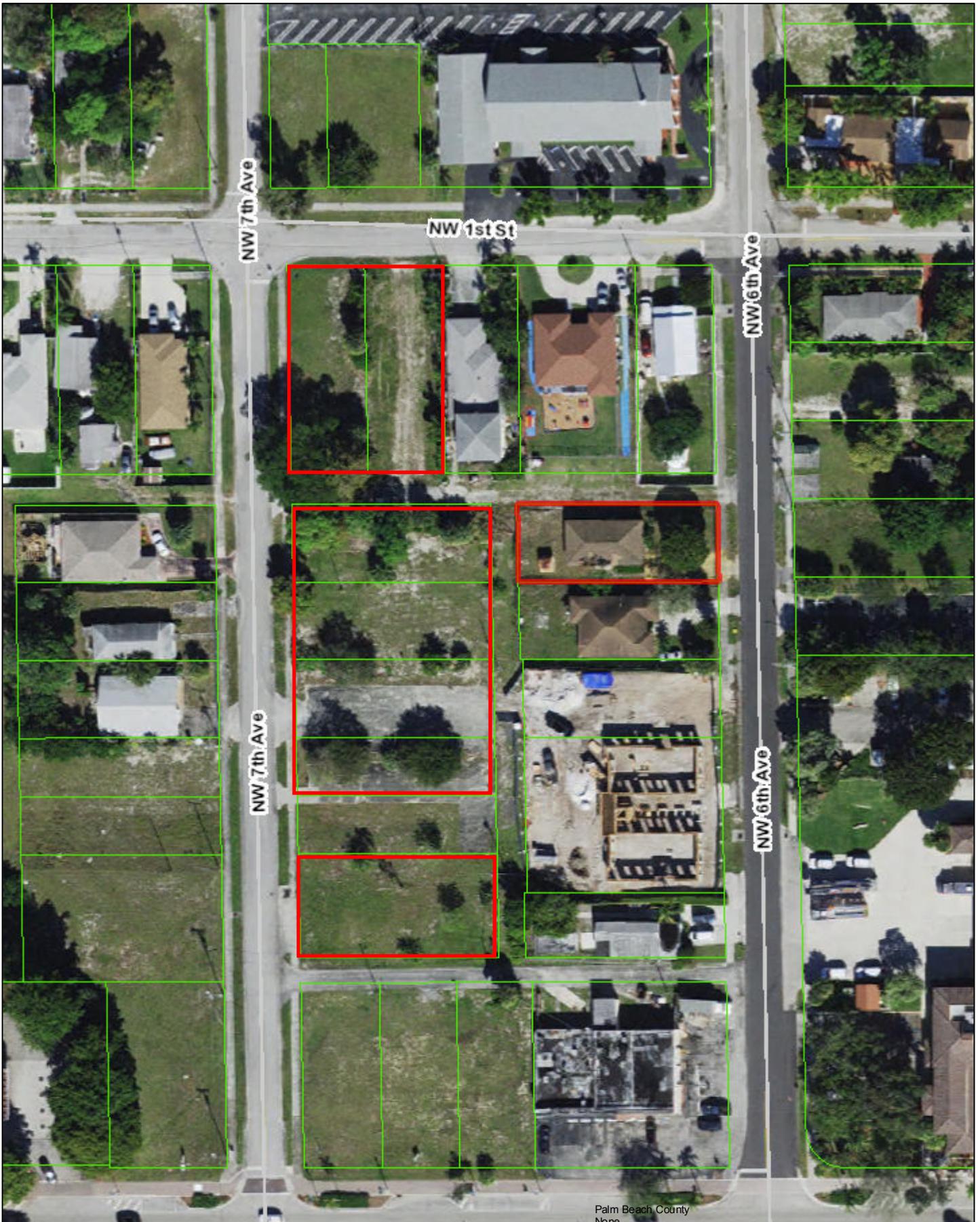
**HOURLY RATES:**

|                                      |                 |
|--------------------------------------|-----------------|
| Principal                            | <b>\$250.00</b> |
| Project Manager (Architect/Engineer) | <b>\$180.00</b> |
| Project Architect/Engineer           | <b>\$150.00</b> |
| Technical Staff (Architect/Engineer) | <b>\$125.00</b> |
| Clerical Staff                       | <b>\$100.00</b> |

Any alteration or deviation from the aforementioned will be executed only upon written orders. Services not included in the above scope will be invoiced hourly as additional services and are not included in the above fees.

Reimbursable expenses such as copies, courier, asbestos surveying, specialty low voltage engineering services, enhanced system(s)/equipment design services, faxes, UPS, interior design services, long distance calls, long distance calls, mileage, permit expediting, permit fees, photography, postage, printing, processing fees, renderings, testing, threshold/Special Inspections and traffic studies and any additional services provided by sub-consultants shall be invoiced at cost and are not included in the above fees and are reimbursed with verified and CRA approved, at the CRA's sole and absolute discretion, supporting documentation.

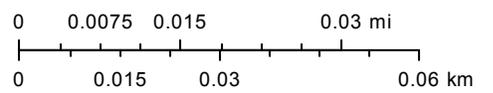
12434617010120190



Palm Beach County  
None

February 14, 2023

1:1,128



**EXHIBIT "B"**  
**Request for Qualifications ("RFQ") CRA NO. 2021-01 Professional Architectural &  
Engineering Services for a Commercial Redevelopment Project (NW 600 Block-  
West Atlantic Avenue)**



**DELRAY BEACH  
COMMUNITY REDEVELOPMENT AGENCY (CRA)**

**REQUEST FOR QUALIFICATIONS (RFQ)  
CRA NO. 2021-01**

**PROFESSIONAL ARCHITECTURAL & ENGINEERING  
SERVICES FOR A  
COMMERCIAL REDEVELOPMENT PROJECT  
(NW 600 BLOCK – WEST ATLANTIC AVENUE)**

**ISSUE DATE  
MARCH 8, 2021**

**VOLUNTARY PRE-PROPOSAL MEETING  
MARCH 18, 2021  
10:00AM EST**

**QUESTION SUBMITTAL DEADLINE  
MARCH 26, 2021  
5:00PM EST**

**PROPOSAL SUBMISSION DEADLINE  
APRIL 22, 2021  
2:00PM EST**

**CONTACT**  
TARA TOTO, REDEVELOPMENT MANAGER  
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY  
20 NORTH SWINTON AVENUE  
DELRAY BEACH, FL 33444  
toto@mydelraybeach.com  
561-276-8640

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## **I. INVITATION**

The Delray Beach Community Redevelopment Agency (“CRA”) is seeking proposals from qualified architectural firms to provide professional architectural and engineering services ranging from pre-design through closeout for the NW 600 Block – West Atlantic Avenue Commercial Redevelopment Project (“Project”), pursuant to Florida Statute Section 287.055 (Consultants’ Competitive Negotiation Act or CCNA), and more specifically described in Section III of this RFQ.

Interested firms, hereinafter referred to as Proposers, are invited to submit a complete Proposal for consideration. Any submitted Proposal must clearly address and contain all items and forms requested. The CRA reserves the right to accept any Proposal(s) deemed to be in the best interest of the CRA, to waive any minor irregularities, scrivener’s errors, omissions, deviations, and/or technicalities in any Proposal(s), or to reject any or all Proposal(s), and to re-advertise for new Proposal(s).

Proposers are advised that Proposals submitted with irregularities, omissions, errors, deviations, and/or technicalities that, at the sole discretion of the CRA, do not meet the minimum requirements of the RFQ, may result in a non-responsive determination. Proposers will not be given the opportunity to cure any irregularity, omission, error, deviation, and/or technicality. It is at the sole discretion of the CRA to waive or not waive any irregularity, omission, error, deviation, and/or technicality.

The CRA is vested by the State of Florida pursuant to its powers under Florida Statutes, Chapter 163, Part III, the Community Redevelopment Act of 1969 as amended, with the authority to request proposals for the redevelopment of any area within its District in order to effectuate redevelopment pursuant to the goals and objectives of the CRA Redevelopment Plan (<https://delraycra.org/wp-content/uploads/2019/04/Community-Redevelopment-Plan.pdf>).

Proposals will be evaluated based on the procedures and criteria stated within Article VIII of this RFQ.

The CRA intends to negotiate an agreement for professional architectural and engineering services for the commercial redevelopment Project upon the award of this RFQ to a Proposer that best satisfies the evaluation criteria, *and* the selection of that Proposer is deemed to serve in the best interest of the CRA.

Proposers are required to submit one (1) original hard copy of their full Proposal in a hard cover binder, and one (1) electronic, searchable .pdf file of the full Proposal on a USB drive in a sealed package with the outside of the package marked “Request for Qualifications CRA No. 2021-01, Architectural and Engineering Services for a Commercial Redevelopment Project (NW 600 Block – West Atlantic Avenue)”. All Proposals shall be delivered (mailed or hand-delivered) to the CRA at:

**Arts Warehouse - 313 NE 3<sup>rd</sup> Street, Delray Beach, Florida 33444  
on or before 2:00PM EST on Thursday, April 22, 2021.**

The responsibility for submitting a Proposal at the correct location before the stated time and date is solely and strictly that of the Proposer. The CRA is not responsible for any delayed, late, misdelivered, or non-delivered Proposal(s), no matter the cause.

## II. RFQ OVERVIEW

|  |   |
|--|---|
| RFQ Issued   | Monday, March 8, 2021   |
| Pre-Proposal Meeting Date and Location<br><br>Attendance is VOLUNTARY. Attendance is recommended but is not mandatory. If attending, CDC social distancing guidelines will be followed, and masks will be mandatory. | March 18, 2021<br>10:00AM – 11:00AM EST<br><br>In person at:<br>Arts Warehouse<br>313 NE 3 <sup>rd</sup> Street<br>Delray Beach, FL 33444   |
| Question Submittal Deadline  | Friday, March 26, 2021<br>5:00PM EST<br><br>Questions must be submitted in writing via email to:<br>Tara Toto, Redevelopment Manager<br>toto@mydelraybeach.com                    |
| Proposal Submission Due Date and Location  | Thursday, April 22, 2021<br>2:00PM EST<br><br>Drop-Off or Mail Proposals to:<br>Arts Warehouse<br>Attention: Tara Toto<br>313 NE 3 <sup>rd</sup> Street<br>Delray Beach, FL 33444 |
| Evaluation Committee   | TBD   |
| CRA Board Meeting  | TBD   |

\*The CRA reserves the right to advance or delay scheduled dates.

\*Mailed Proposals will be considered timely when **received** by the CRA at the stated Location on or before the stated Due Date. All Proposals will be timestamped by the CRA when received. Proposals not received by the CRA by the Due Date at the stated Location shall not be reviewed or considered by the CRA.

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### **III. PROPERTY INFORMATION**

The Northwest 600 Block of West Atlantic Avenue (NW 600 Block) is located within the City of Delray Beach, Florida, and is generally bounded by West Atlantic Avenue to the South, NW 1<sup>st</sup> Street to the North, NW 7<sup>th</sup> Avenue to the West, and NW 6<sup>th</sup> Avenue to the East (bounded in red in the below aerial map). The NW 600 Block is located within the Northwest Neighborhood of the CRA District (Sub Area #3) (See map on page 6).

The CRA owns four (4) parcels within the NW 600 Block that are the Subject Properties to be commercially redeveloped for the Project (CRA-owned Subject Properties are shaded in blue in the below aerial map).

Of note, the CRA owns an additional two (2) parcels within the NW 600 Block (shaded in yellow in the below aerial map) that have been leased to a private entity for commercial redevelopment into two (2), two-story office buildings. That project is currently undergoing final approval at the City of Delray Beach.

On August 18, 2020, the four (4) Subject Properties received final approval from the City Commission of the City of Delray Beach to amend the Future Land Use and Zoning designations. The four (4) Subject Properties now carry the Commercial Core (CC) Land Use designation and a compatible Central Business District (CBD) Zoning designation.

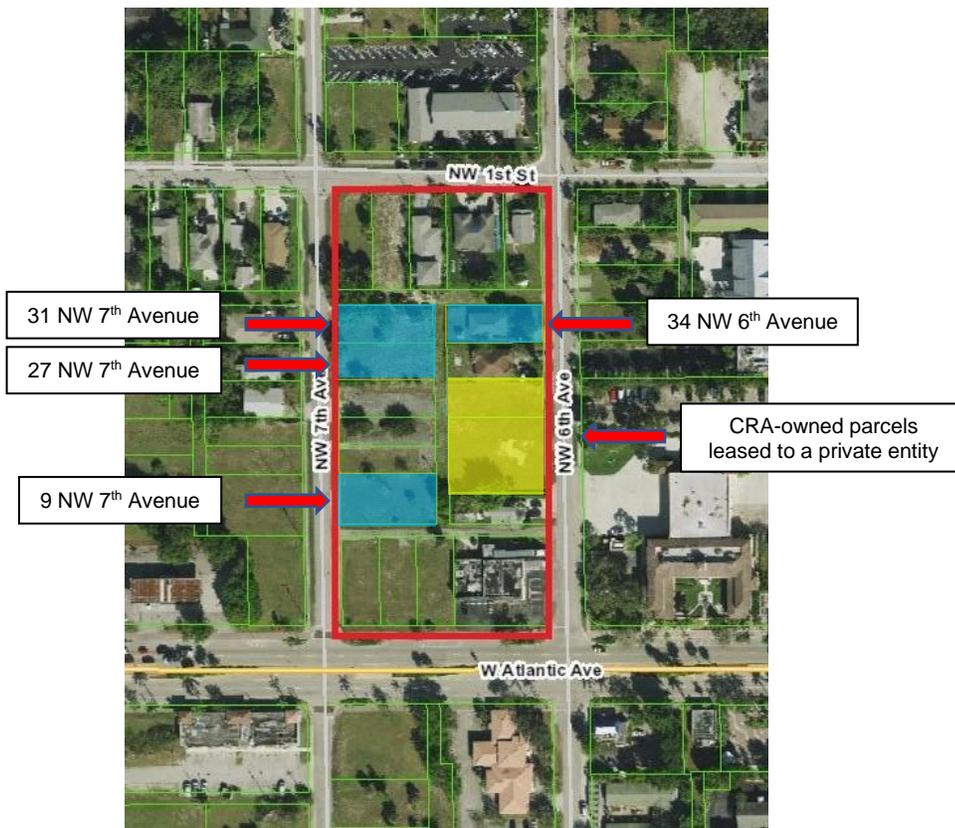
#### **CRA-Owned Subject Properties' Addresses and Parcel Control Numbers:**

- 34 NW 6<sup>th</sup> Avenue, Delray Beach, Florida, 33444  
PCN: 12434617010120190  
Current Status: Existing Single-Family Residential Dwelling
- 9 NW 7<sup>th</sup> Avenue, Delray Beach, Florida, 33444  
PCN: 12434616010120090  
Current Status: Vacant Lot
- 27 NW 7<sup>th</sup> Avenue, Delray Beach, Florida, 33444  
PCN: 12434617010120250  
Current Status: Vacant Lot
- 31 NW 7<sup>th</sup> Avenue, Delray Beach, Florida, 33444  
PCN: 12434617010120240  
Current Status: Vacant Lot

**General Location of NW 600 Block of West Atlantic Avenue:**



**Specific Location of CRA-Owned Subject Properties:**



For informational purposes, a survey of the four (4) Subject Properties is included in this RFQ as Exhibit A.

## **IV. PROJECT DESCRIPTION AND BACKGROUND**

### **A. Project Description**

The Successful Proposer will be tasked with providing professional architectural and engineering services for the commercial redevelopment Project from “cradle to grave”. The Successful Proposer will provide architectural and engineering services from pre-design, design, permitting, bidding assistance, construction administration, through close-out of the Project.

It is the intention of the CRA to redevelop the four (4) CRA-owned Subject Properties to provide affordable commercial rental space.

Article V, Scope of Work, describes in more detail what will be required of the Successful Proposer.

### **B. Project Background**

The CRA acquired six (6) parcels within the NW 600 Block between the years of 1994 and 2009.

In July 2019, the CRA entered into a ground lease agreement with a private entity for that entity to commercially redevelop two (2) of the parcels (See map on page 6). As this redevelopment effort is underway, the CRA is now looking to commercially redevelop its remaining four (4) parcels – the Subject Properties of the Project.

In October 2019, the CRA ordered a Conceptual Site Plan for the Subject Properties. The Conceptual Site Plan was presented to the CRA Board with the intent of providing a preliminary idea of the commercial redevelopment potential of the Subject Properties. From that Conceptual Site Plan, the CRA Board approved moving forward with the Project and issuing a formal solicitation for professional architectural and engineering services.

For reference, the Conceptual Site Plan is included in this RFQ as Exhibit B. It includes the development of four (4) separate freestanding commercial buildings on each of the four (4) Subject Properties:

- Construction of two (2), two-story, freestanding retail/office buildings, (included within the design is a courtyard and a central focal point within the courtyard area) on the below Subject Properties:
  - 31 NW 7<sup>th</sup> Avenue (PCN: 12-43-46-17-010-12-0240)
  - 27 NW 7<sup>th</sup> Avenue (PCN: 12-43-46-17-010-12-0250)
- Construction of one (1), one-story, freestanding restaurant building with indoor and outdoor seating on the below Subject Property:
  - 9 NW 7<sup>th</sup> Avenue (PCN: 12-43-46-16-010-12-0090)

- Demolition of the existing single-family residential dwelling and construction of one (1), two-story, freestanding retail/office building on the below Subject Property:
  - 34 NW 6<sup>th</sup> Avenue (PCN: 12-43-46-17-010-12-0190)

### **C. Nearby Private Redevelopment Project**

The CRA owns an additional two (2) parcels within the NW 600 Block that have been leased to a private entity for commercial redevelopment into two (2), two-story office buildings (20 NW 6<sup>th</sup> Avenue, Delray Beach, FL 33444 (PCN: 12-43-46-16-01-012-0060); 26 NW 6<sup>th</sup> Avenue, Delray Beach, FL 33444 (PCN: 12-43-46-17-01-012-0170). The private commercial redevelopment project is currently undergoing final approval at the City of Delray Beach.

While the private commercial redevelopment project is a wholly separate project and the CRA-owned parcels involved in that project are not a part of this RFQ, the architectural design and style to be used for the Project that is the subject of this RFQ must be compatible with the approved design and style of the nearby private commercial redevelopment project. (See City of Delray Beach's Central Business District Anglo Caribbean Architectural Design Guidelines - <https://www.delraybeachfl.gov/government/city-departments/development-services/zoning-current-planning/central-business-district>.)

For reference, the site plan and renderings for the private redevelopment project are included in this RFQ as Exhibit C.

### **D. Alleyway Improvements**

The City of Delray Beach is currently preparing to issue a solicitation for an infrastructure improvement project within the NW Neighborhood. The alleys located within the NW 600 Block are included within that NW Neighborhood infrastructure improvement project and will be improved as part of that project. The Successful Proposer shall take into account the proposed alleyway and infrastructure improvements during the design phase of the Project.

### **E. Land Use Regulations and Site Design Criteria**

All four (4) Subject Properties are currently zoned Central Business District (CBD). Development of the Subject Properties shall be subject to the current zoning restrictions as stated under the City of Delray Beach's Land Development Regulations.

For additional information please visit [www.mydelraybeach.com](http://www.mydelraybeach.com).

In addition, any development on the Subject Properties must comply with and meet all Federal, State and local building standards, including, but not limited to, the most current Florida Building Code and Americans with Disabilities Act.

**F. Minimum Building Design Requirements**

1. Type of Construction (CBS, Structural Insulated Panels, or Insulated Concrete Forms)
2. Energy Efficiency and Green Building (see Exhibit E)
3. Streetscape design (landscaping, building mass/scale, etc.) that takes into consideration the neighboring single-family dwellings and residents, and is compatible with and complimentary to the nearby private redevelopment project.
4. Provide other unique and creative site design elements that would support the urban lifestyle of the neighborhood (e.g. pedestrian scale, neighborhood amenities, trellises, arbors, courtyard, etc.)
5. Utilize the City of Delray Beach’s Central Business District Architectural Design Guidelines, Anglo Caribbean Architecture Guidelines (see City of Delray Beach’s webpage for Central Business District: <https://www.delraybeachfl.gov/government/city-departments/development-services/zoning-current-planning/central-business-district>)

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## **V. SCOPE OF WORK**

The following Scope of Work provides the basic framework for what the CRA believes to be the minimum steps necessary to implement the Project. Proposers must address these steps in their responses to the RFQ but may also include additional approaches to execute their concept for the design of the Project.

The Successful Proposer shall, at a minimum, perform the following tasks:

- Site analysis and due diligence, conceptual design, preliminary and final design, including preliminary construction cost estimates.
- Survey services as required to fulfill the obligation to complete the Project.
- Meetings (virtual, in-person, and/or on-site) as necessary with CRA Staff and City Staff.
- Preparation of construction documents, including site improvement plans, specifications, standards, and details.
- Preparation of architectural & engineering estimates of probable construction costs based on the design development.
- Assistance during the site plan approval process, permitting, and bidding process, including presentation of plans to the CRA Board and/or any applicable City of Delray Beach Boards and/or City Commission, and review and evaluation of the submitted construction bids.
- Construction contract administration – regular site visits, and reviewing and certifying pay applications.
- Assist the awarded construction contractor in providing as-built drawings after construction is completed (if needed).

Each of the above tasks is further elaborated within this Section below.

### **TASK 1 – Site Plan Analysis and Programming**

The Successful Proposer will work with CRA Staff to prepare a lot-fit study that can be used for each of the Subject Properties within the Project. This includes, but is not limited to, site investigation, due diligence, refinement of various building footprints and juxtaposition of conceptual/schematic floor plans and elevations to create a visually interesting streetscape, preparation of schematic design drawings, preliminary construction cost estimates and construction phasing plan (if applicable). The Proposer will prepare and submit to CRA Staff a conceptual/schematic design drawing package at the completion of task. The drawing package should include a lot plan, site plan, floor plans, and elevations with general notations.

Site Investigation and Due Diligence - Preliminary investigation and research to define the applicable site development parameters to refine the development plan for the Project. This will include review of the Conceptual Site Plan (See Exhibit B) relative to a detailed review of the applicable City of Delray Beach Land Development Regulations, any other applicable jurisdictional regulations, recordings of previous CRA Board meetings speaking to the Project, the CRA Redevelopment Plan, and the City's West Atlantic Master Plan. Additionally, this

will include discussions with various permitting entities including, but not limited to, the City of Delray Beach's Development Services Department, Public Works Department, Utilities Department, Fire Rescue and Police, and other public utilities service the area. Specifically, Task 1 will include:

- A comprehensive review of the City of Delray Beach's Land Development Regulations and other applicable regulations and ordinances to establish the definitive zoning and land development criteria for the Project. After initial review, this phase will also include verification of these parameters by members of CRA Staff and City of Delray Beach Staff.
- A review of the Conceptual Site Plan with City Staff. This will allow the solicitation of feedback and to identify any immediate concerns or issues.
- Investigation and verification of applicable utilities, including sewer, gas, water, electric, and other services needed for the Project, including any survey services. This will include correspondence and discussions with the City of Delray Beach Utilities Department and any other applicable utilities as necessary to define the connection points and associated tap-in fees.
- Finalization of a permitting critical path which will identify the applicable permits which are required for the Project and the associated time frames and event prerequisites.

## **TASK 2 – Design Development Services**

The Successful Proposer will prepare design development documents outlining the proposed interior and exterior design of the buildings. This will describe site plans, floor plans, elevations, construction materials, special considerations, specifications, and any other pertinent data of the proposed design of the Project. The documents will include drawings and notations in sufficient detail to allow adequate review and consideration by CRA Staff.

The Successful Proposer will provide building design development documents to include civil engineering (including, but not limited to paving, grading, drainage, utility plans, drainage calculations and stormwater calculations), landscape architecture, irrigation design, photometric design, architectural design (including energy calculations and product approvals), structural design (including structural calculations), mechanical design (including heat load calculations), electrical design, and plumbing design, as well as, fire alarm and fire protection.

Structural Engineering scope of work shall include, at minimum, foundation, and wall and roof design for each building on each Subject Property.

Landscape Architecture scope of work shall include, at minimum, landscaping design and irrigation system design for each Subject Property.

Civil Engineering scope of work shall include, at minimum, design for ingress and egress, parking, traffic circulation, police and fire, waste management and connection to existing water and sewer locations within adjacent right-of-way. Civil Engineering scope of work

will include coordination of all services to each building on each Subject Property with the Mechanical, Electrical, and Plumbing Engineers.

Electrical Engineering scope of work shall include, at minimum, electrical service to the buildings on each Subject Property via the feed from existing Florida Power and Light service as well as interior and exterior electrical and lighting design. Site lighting shall be provided via building mounted and pole mounted lights, as appropriate. A cost should also be estimated and provided for an optional underground electrical design.

The Successful Proposer will meet with CRA Staff and City Staff to discuss and review any comments related to the required entitlements and permitting. After which, CRA Staff and City Staff will provide written comments to the Successful Proposer for use in the preparation of the final design of the Project.

The Successful Proposer shall assist in the City of Delray Beach Development Services Site Plan submittal and approval processes, including any CRA Board, City Board and/or City Commission presentations required for approval of any entitlements. In addition, the Successful Proposer shall assist in any building permit submittal, subsequent review process, and follow up with CRA Staff and City Staff (addressing comments, attending meetings, etc.), including providing the required number of signed and sealed drawings as necessitated by the City of Delray Beach. Additionally, the Successful Proposer will also provide the CRA with one original full size set (24"X36") of the signed and sealed drawings, and electronic versions (AutoCAD, .pdf, and .jpeg file formats) each design phase – 30%, 60%, and 100%.

NOTE: The Successful Proposer shall provide and submit all plans (and required number of printed copies) to obtain the necessary approvals from all the required governmental agencies and entities.

### **TASK 3: Construction Documents**

The construction documents shall be based on the approved design development documents, as approved by the CRA and the City of Delray Beach.

The construction documents shall comply with and meet all Federal, State and local building standards, laws, regulations, codes, and ordinances, including, but not limited to, the most current Florida Building Code and Americans with Disabilities Act. The Project specifications shall include general provisions that will be subject to review by the CRA and the City of Delray Beach. The construction documents shall include a bid schedule and description of bid items for each Subject Property.

**NOTE: The Successful Proposer will perform construction administration services during the construction phase related to this Project. This RFQ has been initiated for architectural and engineering services only. The construction phase related to the Project will be performed by construction contractor(s) selected through a separate solicitation process independent from this RFQ.**

The Successful Proposer will provide assistance in order to obtain all necessary building permits, and any other necessary permits. The Successful Proposer will provide the CRA with the required number of signed and sealed construction documents/plans necessary

for the building permit application. Additionally, the Successful Proposer will also provide the CRA with one original full-size set (24"X36") of the signed and sealed construction documents/plans, and electronic copies of the construction documents/plans (AutoCAD, .pdf, and .jpeg file formats) at each construction document phase – 30%, 60%, 100%. The same number of printed and electronic copies shall be provided for any subsequent amendments to the construction documents through permit issuance.

#### **TASK 4: Architectural & Engineering Estimates of Construction Costs**

The Successful Proposer shall prepare an estimate of probable construction costs at 30%, 60%, and 90% completion of the design phase and just prior to issuing the formal solicitation for bids. The construction cost estimate shall be based on the bid schedule, local construction costs, and anticipated contingencies.

#### **TASK 5: Assistance with the Bidding Process**

The construction phase related to the Project will be performed by construction contractor(s) selected through a separate solicitation process independent from this RFQ.

The Successful Proposer shall assist the CRA during the bidding process, including, but not limited to, attending pre-bid meeting(s) and responding to questions from the prospective bidders through written addenda. Additionally, the Successful Proposer will be present at the bid opening.

The Successful Proposer shall review all bids submitted, check for conformance with the bid documents, and make appropriate recommendations. The Successful Proposer's review shall include the preparation of bid abstracts and a bid comparison document.

#### **TASK 6: Construction Administration**

The Successful Proposer shall provide construction administration, management, and inspection services. The Successful Proposer shall periodically visit the site to inspect and observe the Project throughout the duration of the construction phase to determine compliance with the design plans and construction permits.

The Successful Proposer shall review and make determinations regarding construction contractors' shop drawings, submittals, requests for information (RFI's) and product substitutions. Additionally, the Successful Proposer will review and certify all submitted pay applications.

The Successful Proposer shall coordinate and conduct a pre-construction meeting before the start of construction and coordinate and conduct a construction meeting at least every two weeks, or as frequently as necessary, during the construction phase between the CRA, construction contractor(s), and other parties as may be applicable.

The Successful Proposer shall review and construction change order requests and claims and provide the CRA with a professional opinion about appropriateness of costs.

The Successful Proposer shall be responsible for preparing and maintaining up-to-date project files. Files must be arranged in distinct categories such as payments, change

orders, general correspondence, and RFI's. The CRA shall receive copies of all documentation.

**TASK 7: Final As-Build Drawings**

The Successful Proposer shall assist the construction contractor in recording and maintaining a set of "as-built" drawings, if needed, that will be finalized into formal AutoCAD, .pdf, and .jpeg file format sets and delivered to the CRA upon completion of the Project. An electronic copy of the construction specifications in both Microsoft Word and .pdf formats shall also be provided to the CRA.

**TASK 8: Sales and Marketing Materials**

The Successful Proposer shall prepare materials that will be utilized for marketing the Project. These materials may include site plans, floor plans, elevations, and/or colored renderings or graphics for publication in brochures, pamphlets, flyers, newsletters, and/or website and social media postings. An electronic copy of the marketing materials in the original program format, as well as, .pdf and .jpeg file formats shall be provided to the CRA.

THIS SECTION IS INTENTIONALLY BLANK.

## **VI. TEAM MEMBERS AND MINIMUM QUALIFICATION AND EXPERIENCE REQUIREMENTS**

### **A. Required Team Members**

The Successful Proposer shall serve as the lead and managing agent for all Team Members required for the Project. The Successful Proposer's work shall be performed by the Team Members listed below, as described in the RFQ and shall consist, at a minimum, of the following disciplines:

- Lead Architect
- Project Manager
- Civil Engineer
- Structural Engineer
- Mechanical, Electrical and Plumbing ("MEP") Engineers
- Landscape Architect

The Successful Proposer shall designate a primary lead individual, referred to as the "Lead Architect," to lead all design efforts for the Project. In addition, the Successful Proposer shall also designate a second lead individual, referred to as the "Project Manager" to manage the Project.

The Lead Architect and Project Manager shall not be the same individual. Additionally, the Successful Proposer shall directly employ the Lead Architect and the Project Manager. The other Team Members may be employed directly by the Successful Proposer or by a sub-contractor/sub-consultant.

### **B. Minimum Qualification and Experience Requirements**

The Proposer and its Team Members shall have the following mandatory minimum qualifications and experience as of Proposal submission due date:

1. Proposer must be a licensed, registered, and practicing architectural firm in the State of Florida for the last five (5) years under its current business name; and
2. Proposer must possess a minimum of five (5) years of proven professional experience providing architectural design services and project management services, as required by the Scope of Work; and
3. Proposer must **employ** a team member to serve as the Lead Architect, who will be the primary lead for all design efforts for this Project, who has been practicing as a registered architect under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 481, "Architecture, Interior Design, and Landscape Architecture," as applicable to the named profession in the State of Florida, for a minimum of five (5) years; and

4. Proposer must **employ** a team member to serve as the Project Manager, who has been practicing as a registered architect under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 481, "Architecture, Interior Design, and Landscape Architecture," or as a registered engineer under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 471, "Engineering," as applicable to the named profession in the State of Florida, for a minimum of five (5) years; and
5. Proposer must have team members to serve as Civil, Structural, and Mechanical, Electrical and Plumbing (MEP) Engineers, all of whom have been practicing as registered engineers under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 471, "Engineering," as applicable to the named profession in the State of Florida, for a minimum of five (5) years; and
6. Proposer must have a team member to serve as the Landscape Architect, who has been practicing as a registered landscape architect under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 481, "Architecture, Interior Design, and Landscape Architecture," as applicable to the named profession in the State of Florida, for a minimum of five (5) years; and

Additionally, Proposers shall provide information on itself and its Team Members' experience:

- i. The Proposer's qualifications and experience, including three (3) previously completed or currently ongoing architectural design projects similar in size, scope, and complexity to the Project described in this RFQ within the last five (5) years; and
- ii. The Lead Architect's qualifications and experience, including three (3) previously completed or currently ongoing architectural and/or engineering projects similar in size, scope, and complexity to the Project described in this RFQ within the last five (5) years; and
- iii. The Project Manager's qualifications and experience, including three (3) previously completed or currently ongoing architectural and/or engineering projects similar in size, scope, and complexity to the Project described in this RFQ within the last five (5) years; and
- iv. The Civil Engineer's qualifications and experience, including three (3) previously completed or currently ongoing architectural and/or engineering projects similar in size, scope and complexity to the Project described in this RFQ within the last five (5) years; and
- v. The Structural Engineer's qualifications and experience, including three (3) previously completed or currently ongoing architectural and/or engineering projects similar in size, scope and complexity to the Project described in this RFQ within the last five (5) years; and

- vi. The MEP Engineers' qualifications and experience, including three (3) previously completed or currently ongoing architectural and/or engineering projects similar in size, scope and complexity to the Project described in this RFQ within the last five (5) years; and
- vii. The Landscape Architect's qualifications and experience, including three (3) previously completed or currently ongoing architectural and/or engineering projects similar in size, scope and complexity to the Project described in this RFQ within the last five (5) years; and
- viii. Any Other Team Members' (employed directly by the Proposer or through a Sub-Contractor/Sub-Consultant) qualifications and experience, including one (1) previously completed architectural and/or engineering projects similar in size, scope, and complexity to the Project described in this RFQ within the last three (3) years.

See Article VII, Submittal Requirements, for further direction and any additional requirements.

Failure of a Proposer to include the necessary Team Members that can perform the Scope of Work and meet the mandatory Minimum Qualification and Experience Requirements may be cause for determination that the Proposer's Proposal is non-responsive. Disqualification and/or rejection of such a Proposal will be at the sole and absolute discretion of the CRA.

The CRA may consider a Proposal responsive where a Proposer has less than the stipulated minimum number of years of experience under its current business name solely where the Proposer has undergone a name change and such change-of-name has been filed with the State of Florida, or where the Proposer has merged with another firm. Proposers must include documentation substantiating the name change or merger as part of its Proposal for the CRA to consider crediting the years of experience from the Proposer under its previous name, if applicable. **Failure to include such documentation with the Proposal may result in the Proposal being deemed non-responsive.**

### **C. Team Member Substitution**

Subsequent to submission of a Proposal and prior to award of an agreement, Team Members shall not be changed. Proposers shall not change any Team Member without just cause and prior written approval by the CRA. The CRA reserves the right to request additional documentation, as required by the RFQ prior to making its determination. If the CRA does not accept the proposed change(s), the Proposal may be rejected and not considered for award.

### **D. Local Hiring Requirements**

The Successful Proposer will be required to assign a minimum of ten percent (10%) of the awarded agreement value to local sub-contractor(s)/sub-consultant(s).

Local in this context shall mean the sub-contractor/sub-consultant has an office located within the municipal boundaries of the City of Delray Beach.

A combination of local sub-contractors/sub-consultants may be utilized to reach the required minimum of ten percent (10%.)

Documentation shall be provided to state which local sub-contractor(s)/sub-consultants will be utilized, where the local sub-contractors/sub-consultants place of business is located, and what type of service and the percentage of the total awarded agreement the local sub-contractor(s)/sub-consultant(s) will be performing.

THIS SECTION IS INTENTIONALLY BLANK.

## **VII. SUBMITTAL REQUIREMENTS**

The following information and documents must be submitted with each Proposal. Failure to provide any of the information or documents, or failure to provide the information in the required format, may be cause for determination that the Proposer is non-responsive, at the sole and absolute discretion of the CRA. Proposals deemed non-responsive may be disqualified, rejected, and receive no further consideration at the sole and absolute discretion of the CRA.

Proposers must submit all documents and forms as required- fully completed and signed. Proposers shall prepare their Proposal utilizing the same format as outlined below in Article VII, Section B, Proposal Submission Format. Each Proposal must contain a "Table of Contents" and each item listed within the Table of Contents must be separated by labelled tabbed divider.

The Proposer shall submit one (1) original hard copy of the full Proposal containing in a hard cover binder, and one (1) electronic, searchable .pdf file of the full Proposal on a USB drive. Double-sided printing is permitted, provided that the Proposal complies with the format set forth in Article VII, Section B, Proposal Submission Format.

Do not include additional information not requested in this RFQ, unless specified in an Addendum. Proposers are not to submit any information in response to this RFQ that has not been specifically requested or which the Proposer considers confidential. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under State of Florida Statutes. The submission of such documentation may adversely affect the evaluation of the Proposal by the Evaluation Committee.

This RFQ requires the use and submission of specific CRA forms. The CRA forms shall not be expanded or altered. Failure to utilize the CRA's forms will result in the rejection of the Proposal as non-responsive at the sole and absolute discretion of the CRA.

The CRA reserves the right to validate any and all information submitted by a Proposer. At its sole and absolute discretion, the CRA may disqualify any Proposer if the CRA determines that their Proposal does not sufficiently document qualifications and experience. Further, at its sole and absolute discretion, the CRA may request and require that additional information be provided by a Proposer.

The Proposal must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) with an original signature in full. When a firm is the Proposer, the Proposal shall be signed in the name of the firm by one or more of the partners. When a corporation is the Proposer, the officer signing shall set out the corporate name in full, beneath which he shall sign his/her name, give title of his/her office, and affix the corporate seal. Anyone signing the Proposal as an agent, must file legal evidence of signature authority with it. Proposers who are corporations shall furnish their Proposal to the CRA with a copy of their authorization to transact business in the State of Florida. Failure to submit promptly this evidence of qualification to do business in the State of Florida may be a basis for rejection of the Proposal.

Proposer understands that submitting a Proposal to this RFQ does not constitute an agreement between the CRA and the Proposer. Proposer has no contract right or expectation by submitting to the CRA a response to this RFQ.

## **A. Proposal Requirements**

### **1. Table of Contents**

The Table of Contents should follow in sequential order as specified in in Article VII, Section B, Proposal Submission Format. All pages of the Proposal must be consecutively numbered and correspond to the Table of Contents.

### **2. Proposer's Information**

Proposer shall complete and submit the CRA form provided in Article XI, Required Forms.

### **3. Narrative**

Proposer shall include a general introduction statement, a brief overview of the Proposer's firm and Team Members, and why the Proposer is the most qualified for this Project.

### **4. Design Philosophy and Process Statement**

Proposer shall include explanation of its design philosophy, methodology, and process as it relates to this RFQ. This should include an understanding of the Scope of Work; identification of project issues commonly encountered and methodology for resolution of these project issues; and the process and approach to meeting the requirements of the Scope of Work.

The Proposer should include any and all information they believe would be beneficial for the Evaluation Committee to consider when reviewing the Proposer's Proposal.

### **5. Technical Capabilities and Approach Statement**

Proposer shall provide a brief but comprehensive explanation of the firm's technical capabilities and approach to architectural design and engineering services:

- a) Value Engineering – methodology used in determining material and equipment quality, and maximizing efficiency with design elements;
- b) Ensuring timely completion of a project;
- c) Quality control and assurance procedures as it relates to timely reporting, and reviewing pay applications and change orders, and capacity and flexibility to provide add-on services in a timely manner;
- d) Computer aided design and drafting capabilities;
- e) Quality control and assurance procedures as it relates to communication and coordination with the client, communication and coordination between Team Members, government agencies, utility

companies, community organizations, neighboring residents and businesses, compliance with a project's requirements and professional/industry standards, and compliance with all applicable Federal, State, and local requirements, ordinances, regulations;

- f) Resources and commitment to completing projects to the client's specifications on time and within budget; and
- g) Prior experience working on public projects and/or with governmental agencies.

The Proposer should include any and all information they believe would be beneficial for the Evaluation Committee to consider when reviewing the Proposer's Proposal.

**6. Qualifications of the Proposer and Additional Information**

Proposer shall be a licensed, registered, and practicing architecture firm authorized to conduct business in the State of Florida for the last five (5) years under its current business name (current business name means the actual official name on file with the State of Florida of the business entity or firm submitting the Proposal), and shall identify the Proposer's number of years of experience in the required professional services. Licenses and any other pertinent information shall be submitted which demonstrates the Proposer's ability to satisfy all of the minimum qualification requirements identified in Article VI, "Team Members and Minimum Qualification and Experience Requirements."

Additionally, the following information is required and must be submitted with the Proposal:

- a. Description of the legal organizational structure of the Proposer (and its parent entity if it is a subsidiary).
- b. Identification of the Proposer's principals, partners, officers, or co-venturers, including names, addresses, telephone and fax numbers and federal business identification numbers.
- c. If the Proposer is a not-for-profit entity, a copy of the not-for-profit determination letter, or a copy of the application for 501(c)(3), tax exempt status submitted to the Internal Revenue Service.
- d. If the Proposer is a not-for-profit entity, a complete list of the Entity's Board of Directors including names, addresses and phone numbers and the name of the Entity's Executive Director. If the entity is affiliated with another entity, please provide a statement representing the nature of the affiliation along with the other entity's name, address, phone number, and a listing of the Board of Directors.
- e. The Proposer must make available for inspection at their place of business, a current (audited, if available) financial statement which includes a balance

sheet, a three-year statement of past income, and a projected one-year income statement for the current fiscal year for the Proposer (and its parent entity if it is a subsidiary). Tax returns may be substituted for financial statements. Information regarding any legal or administrative actions, past or pending, that might impact the capacity of the Proposer (or its principals or affiliates) to complete the Project must be disclosed.

f. Disclosure of any bankruptcies and legal actions by the Proposer or any of the above or related parties and/or entities during the past ten (10) years must be submitted with the Proposal.

No company brochures are to be included as part of the Proposal.

**7. Experience of the Proposer**

Proposer shall complete and submit Project Reference Forms, as provided in Article XI, Required Forms, for this section of its Proposal to provide a comprehensive summary of the Proposer's experience in architectural services. The Proposer **MUST** have a minimum of five (5) years of experience and have served as lead/primary consultant providing professional architectural design services for projects, such as that described in Article V, Scope of Work, on a minimum of three (3) projects currently ongoing or previously completed within the last five (5) years that were similar in size, scope, and complexity to the Project described in this RFQ. Submitted reference projects shall include: client name, address, phone number, description of work, the year the project was completed, total amount of fees paid or projected to be paid to the firm, and the total value of the project.

Failure to meet the stipulated five (5) year minimum experience requirement and submit proof of at least three (3) reference projects shall result in a non-responsive determination for the Proposal.

One (1) Project Reference Form needs to be submitted for each project reference. The Project Reference Form must be completed and signed by the Proposer, who is ultimately responsible for the accuracy of the information provided.

Provide pictures, architectural renderings and/or plans, site plans, or other documents to thoroughly describe the submitted project reference.

**8. Qualifications of the Lead Architect**

The Lead Architect shall be directly employed by the Proposer and shall be a licensed, registered, and practicing architect in the State of Florida. Proposer shall identify the Lead Architect's number of years of experience in the required professional services.

A resume is required to be submitted that reflects the Lead Architect's education, experience, and qualifications that demonstrate satisfaction of all the requirements identified in Article VI, "Team Members and Minimum Qualification and Experience Requirements."

Additionally, licenses and any other pertinent certification documentation/information shall be submitted.

**9. Experience of the Lead Architect**

The Lead Architect must have a minimum of five (5) years of experience. Proposer shall complete and submit Project Reference Forms, as provided in Article XI, Required Forms, for this section of its Proposal to provide a comprehensive summary of the Lead Architect's experience within the last five (5) years and proof of at least three (3) ongoing or previously completed projects similar in size, scope, and complexity to that described in this RFQ during that timeframe. Submitted reference projects shall include: client name, address, phone number, description of work, the year the project was completed, total amount of fees paid or projected to be paid to the firm, and the total value of the project.

Failure to meet the stipulated minimum five (5) year experience requirement and submit proof of at least three (3) reference projects will result in the Proposal being deemed non-responsive.

One (1) Project Reference Form needs to be submitted for each project reference. The Project Reference Form must be completed and signed by the Proposer, who is ultimately responsible for the accuracy of the information provided.

Provide pictures, architectural renderings and/or plans, site plans, or other documents to thoroughly describe the submitted project reference.

**10. Qualifications of the Project Manager**

The Project Manager shall be employed by the Proposer and shall be a licensed, practicing, and registered architect or professional engineer in the State of Florida. Proposer shall identify the Project Manager's number of years of experience in the required professional services.

A resume is required to be submitted that reflects the Project Manager's education, experience, and qualifications that demonstrate satisfaction of all the requirements identified in Article VI, "Team Members and Minimum Qualification and Experience Requirements."

Additionally, licenses and any other pertinent certification documentation/information shall be submitted.

**11. Experience of the Project Manager**

The Project Manager must have a minimum of five (5) years of experience. Proposer shall complete and submit Project Reference Forms, as provided in Article XI, Required Forms, for this section of its Proposal to provide a comprehensive summary of the Project Manager's experience within the last five (5) years and proof at least three (3) ongoing or previously completed projects similar in size, scope, and complexity to that described in this RFQ during that timeframe. Submitted reference projects shall include: client name, address, phone number, description of work, the year the project was

completed, total amount of fees paid or projected to be paid to the firm, and the total value of the project.

Failure to meet the stipulated minimum five (5) year experience requirement and submit proof of at least three (3) reference projects will result in the Proposal being deemed non-responsive.

One (1) Project Reference Form needs to be submitted for each project reference. The Project Reference Form must be completed and signed by the Proposer, who is ultimately responsible for the accuracy of the information provided.

## **12. Qualifications of the Civil Engineer**

The Civil Engineer must have been practicing as a registered engineer in the State of Florida, for a minimum of five (5) years. The Civil Engineer is required to meet this condition as of the Proposal Submission Due Date.

A resume is required to be submitted that reflects the Civil Engineer's education, experience, and qualifications that demonstrate satisfaction of all the requirements identified in Article VI, "Team Members and Minimum Qualification and Experience Requirements."

Additionally, licenses and any other pertinent certification documentation/information shall be submitted.

If the Civil Engineer is not directly employed by the Proposer, the Proposer must identify the Sub-Contractor/Sub-Consultant that it will be utilizing as part of its Team.

## **13. Experience of the Civil Engineer**

The Civil Engineer must have a minimum of five (5) years of experience. Proposer shall complete and submit Project Reference Forms, as provided in Article XI, Required Forms, for this section of its Proposal to provide a comprehensive summary of the Civil Engineer's experience within the last five (5) years and proof at least three (3) ongoing or previously completed projects similar in size, scope, and complexity to that described in this RFQ during that timeframe. Submitted reference projects shall include: client name, address, phone number, description of work, the year the project was completed, total amount of fees paid or projected to be paid to the firm, and the total value of the project.

Failure to meet the stipulated minimum five (5) year experience requirement and submit proof of at least three (3) reference projects will result in the Proposal being deemed non-responsive.

One (1) Project Reference Form needs to be submitted for each project reference. The Project Reference Form must be completed and signed by the Proposer, who is ultimately responsible for the accuracy of the information provided.

#### **14. Qualifications of the Structural Engineer**

The Structural Engineer must have been practicing as a registered engineer in the State of Florida, for a minimum of five (5) years. The Structural Engineer is required to meet this condition as of the Proposal Submission Due Date.

A resume is required to be submitted that reflects the Structural Engineer's education, experience, and qualifications that demonstrate satisfaction of all the requirements identified in Article VI, "Team Members and Minimum Qualification and Experience Requirements."

Additionally, licenses and any other pertinent certification documentation/information shall be submitted.

If the Structural Engineer is not directly employed by the Proposer, the Proposer must identify the Sub-Contractor/Sub-Consultant that it will be utilizing as part of its Team.

#### **15. Experience of the Structural Engineer**

The Structural Engineer must have a minimum of five (5) years of experience. Proposer shall complete and submit Project Reference Forms, as provided in Article XI, Required Forms, for this section of its Proposal to provide a comprehensive summary of the Structural Engineer's experience within the last five (5) years and proof at least three (3) ongoing or previously completed projects similar in size, scope, and complexity to that described in this RFQ during that timeframe. Submitted reference projects shall include: client name, address, phone number, description of work, the year the project was completed, total amount of fees paid or projected to be paid to the firm, and the total value of the project.

Failure to meet the stipulated minimum five (5) year experience requirement and submit proof of at least three (3) reference projects will result in the Proposal being deemed non-responsive.

One (1) Project Reference Form needs to be submitted for each project reference. The Project Reference Form must be completed and signed by the Proposer, who is ultimately responsible for the accuracy of the information provided.

#### **16. Qualifications of the MEP Engineers**

The MEP Engineers must have been practicing as registered engineers in the State of Florida, for a minimum of five (5) years. The MEP Engineers are required to meet this condition as of the Proposal Submission Due Date.

A resume is required to be submitted that reflects the MEP Engineers' education, experience, and qualifications that demonstrate satisfaction of all the requirements identified in Article VI, "Team Members and Minimum Qualification and Experience Requirements."

Additionally, licenses and any other pertinent certification documentation/information shall be submitted.

If any of the MEP Engineers is not directly employed by the Proposer, the Proposer must identify the Sub-Contractor/Sub-Consultant that it will be utilizing as part of its Team.

#### **17. Experience MEP Engineers**

The MEP Engineers must have a minimum of five (5) years of experience. Proposer shall complete and submit Project Reference Forms, as provided in Article XI, Required Forms, for this section of its Proposal to provide a comprehensive summary of the MEP Engineers' experience within the last five (5) years and proof at least three (3) ongoing or previously completed projects similar in size, scope, and complexity to that described in this RFQ during that timeframe. Submitted reference projects shall include: client name, address, phone number, description of work, the year the project was completed, total amount of fees paid or projected to be paid to the firm, and the total value of the project.

Failure to meet the stipulated minimum five (5) year experience requirement and submit proof of at least three (3) reference projects will result in the Proposal being deemed non-responsive.

One (1) Project Reference Form needs to be submitted for each project reference for each MEP Engineer. The Project Reference Form must be completed and signed by the Proposer, who is ultimately responsible for the accuracy of the information provided.

#### **18. Qualifications of the Landscape Architect**

The Landscape Architect must have been practicing as a registered landscape architect in the State of Florida, for a minimum of five (5) years. The Landscape Architect is required to meet this condition as of the Proposal Submission Due Date.

A resume is required to be submitted that reflects the Landscape Architect's education, experience, and qualifications that demonstrate satisfaction of all the requirements identified in Article VI, "Team Members and Minimum Qualification and Experience Requirements."

Additionally, licenses and any other pertinent certification documentation/information shall be submitted.

If the Landscape Architect is not directly employed by the Proposer, the Proposer must identify the Sub-Contractor/Sub-Consultant that it will be utilizing as part of its Team.

#### **19. Experience of the Landscape Architect**

The Landscape Architect must have a minimum of five (5) years of experience. Proposer shall complete and submit Project Reference Forms, as provided in Article XI, Required Forms, for this section of its Proposal to provide a comprehensive summary of the Landscape Architect's experience within the last five (5) years and proof at least three (3) ongoing or previously completed

projects similar in size, scope, and complexity to that described in this RFQ during that timeframe. Submitted reference projects shall include: client name, address, phone number, description of work, the year the project was completed, total amount of fees paid or projected to be paid to the firm, and the total value of the project.

Failure to meet the stipulated minimum five (5) year experience requirement and submit proof of at least three (3) reference projects will result in the Proposal being deemed non-responsive.

One (1) Project Reference Form needs to be submitted for each project reference. The Project Reference Form must be completed and signed by the Proposer, who is ultimately responsible for the accuracy of the information provided.

## **20. Qualifications of Other Team Members**

Proposer shall base the Proposal on the anticipated levels of staffing required to deliver the services identified in Article V, Scope of Work.

A resume is required to be submitted that reflects each of the Other Team Members' education, experience, and qualifications that demonstrate the ability of each Team member to deliver the services as required by the Scope of Work.

Additionally, licenses and any other pertinent certification documentation/information shall be submitted.

If any of the Other Team Members are not directly employed by the Proposer, the Proposer must identify the Sub-Contractor/Sub-Consultant that it will be utilizing as part of its Team.

## **21. Experience of Other Team Members**

Other Team Members must each have a minimum of three (3) years of experience in their respective fields. Proposer shall complete and submit Project Reference Forms, as provided in Article XI, Required Forms, for this section of its Proposal to provide a comprehensive summary of each Other Team Member's experience within the last three (3) years and proof at least one (1) ongoing or previously completed project similar in size, scope, and complexity to that described in this RFQ during that timeframe. Submitted reference projects shall include: client name, address, phone number, description of work, the year the project was completed, total amount of fees paid or projected to be paid to the firm, and the total value of the project.

Failure to meet the stipulated minimum three (3) year experience requirement and submit proof of at least one (1) reference project for each Other Team Member will result in the Proposal being deemed non-responsive.

One (1) Project Reference Form needs to be submitted for each project reference for each Other Team Member. The Project Reference Form must be completed and signed by the Proposer, who is ultimately responsible for the accuracy of the information provided.

**22. Team Organizational Chart**

Proposal shall include an organizational chart of the Proposer’s Team.

**23. Sub-Contractor(s)/Sub-Consultant(s) Information**

The Proposer must clearly identify all Sub-Consultant(s)/Sub-Contractor(s) proposed to be used using the Sub-Contractor/Sub-Consultant Information Form as provided in Article XI, Required Forms.

**24. Local Hiring**

As stated in Article VI, “Team Members and Minimum Qualification and Experience Requirements”, the Successful Proposer will be required to assign a minimum of ten percent (10%) of the awarded agreement value to local sub-contractor(s)/sub-consultant(s).

Proposers shall state which local sub-contractor(s)/sub-consultants will be utilized, where the local sub-contractors/sub-consultants place of business is located, and what type of service and the percentage of the total awarded agreement the local sub-contractor(s)/sub-consultant(s) will be performing by utilizing the Local Hiring Information Form, as provided in Article XI, Required Forms.

Proposers shall include the City of Delray Beach Business Tax Receipt for each sub-contractor/sub-consultant used to fulfill this requirement.

**25. Additional RFQ Forms**

Certain forms are required to be submitted by the Proposer. All required forms shall be signed by an official authorized to bind the Proposer to the provisions stated. The contents of the Successful Proposer's Proposal shall be incorporated within and included as part of the final agreement.

- a. Proposer Acknowledgement Form
- b. Conflict of Interest Disclosure Form
- c. Scrutinized Companies Certification Pursuant to Florida Statutes §287.135
- d. Notification of Public Entity Crimes Law
- e. Notification of Public Records Law
- f. Drug-Free Workplace
- g. Non-Collusion Affidavit

**B. Proposal Submission Format**

Proposer shall prepare and submit their Proposal in the format below. Failure to comply with this format may result in the Proposal being deemed non-responsive. All original hardcopy Proposal submissions shall be bound in a hard cover binder and tabbed, and all electronic Proposal submissions need to be in bookmarked and searchable .pdf file format on a USB drive. To ensure that all Proposals can be evaluated on an equitable basis, this RFQ requires each Proposer to provide the required information in a prescribed format and organization.

### Required Proposal Submission Format:

- Table of Contents
- Proposer's Information
  - Proposer's Information Form
- Proposal Narrative
- Design Philosophy and Process Statement
- Technical Capabilities and Approach Statement
- Proposer Qualifications and Additional Information
  - Licenses, etc.
- Proposer Experience
  - Project Reference Forms
- Lead Architect Qualifications
  - Resume, licenses, etc.
- Lead Architect Experience
  - Project Reference Forms
- Project Manager Qualifications
  - Resume, licenses, etc.
- Project Manager Experience
  - Project Reference Forms
- Civil Engineer Qualifications
  - Resume, licenses, etc.
- Civil Engineer Experience
  - Project Reference Forms
- Structural Engineer Qualifications
  - Resume, licenses, etc.
- Structural Engineer Experience
  - Project Reference Forms
- MEP Engineers Qualifications
  - Resume, licenses, etc.
- MEP Engineers Experience
  - Project Reference Forms
- Other Team Members' Qualifications
  - Resume, licenses, etc.
- Other Team Members' Experience
  - Project Reference Forms
- Team Organizational Chart
- Sub-Contractor(s)/Sub-Consultant(s) Information
  - Sub-Contractor/Sub-Consultant Information Form
- Local Hiring
  - Local Hiring Information Form
  - City of Delray Beach Business Tax Receipts
- RFQ Required Forms
  - Proposal Acknowledgement Form
  - Conflict of Interest Disclosure Form
  - Scrutinized Companies Certification Pursuant to Florida Statutes § 287.135
  - Notification of Public Entity Crimes Law
  - Notification of Public Records Law
  - Drug-Free Workplace
  - Non-Collusion Affidavit

**C. Proposal Submission Due Date and Location**

A complete Proposal for this RFQ shall be delivered (by hand or via mail) in accordance with the following:

**Proposal Submission Due Date:** April 22, 2021 by 2:00PM EST.  
**Proposal Submission Location:** Arts Warehouse  
313 NE 3<sup>rd</sup> Street  
Delray Beach, Florida 33484

Proposals must be submitted in a sealed package and clearly marked on the outside with:

**RFQ CRA NO. 2021-01  
PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES FOR A  
COMMERCIAL REDEVELOPMENT PROJECT  
(NW 600 BLOCK – WEST ATLANTIC AVENUE)**

Proposals received at any other location than the aforementioned, or after the Proposal Submission Due Date, shall be deemed non-responsive, and shall not be considered. The responsibility for submitting a Proposal at the correct location before the stated Due Date is solely and strictly that of the Proposer. The CRA is not responsible for any delayed, late, misdelivered, or non-delivered Proposal(s), no matter the cause. Proposals not received by the CRA by the Due Date at the stated Location shall not be reviewed or considered by the CRA and will be returned to the Proposer unopened.

**D. Additional Submittal Guidelines**

Only one (1) Proposal from an individual, firm, partnership, corporation, or joint venture will be considered in response to this RFQ. Sub-consultants/sub-contractors may be included in more than one Proposal submitted by more than one Proposer. A firm, partnership, corporation, or joint venture that submits a Proposal shall not be a sub-consultant/sub-contractor on another Proposal submitted under this RFQ.

It is the policy of the CRA that as a condition of award of an agreement, the Successful Proposer and all sub-consultants/sub-contractors obtain a City of Delray Beach Business Tax Receipt. It is the sole responsibility of Proposers to supply copies of all required Business Tax Receipts.

**E. Changes/Modifications/Alterations to Submitted Proposals**

A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal or withdraw a Proposal at any time prior to the Proposal Submission Due Date. All modifications or withdrawals shall be made in writing, to Tara Toto, Redevelopment Manager, via email at [toto@mydelraybeach.com](mailto:toto@mydelraybeach.com). **Oral/Verbal modifications are prohibited, and they will be disregarded. Written modifications will not be accepted after the Proposal Submission Due Date. The CRA will only consider the latest version of the Proposal.**

## **VIII. EVALUATION AND SELECTION**

### **A. Evaluation and Selection Procedures**

Sealed proposals may be submitted to the **Arts Warehouse at 313 NE 3<sup>rd</sup> Street, Delray Beach, Florida, 33444** until **2:00PM EST on April 22, 2021**. CRA Staff will open the Proposals immediately after that time and review them for responsiveness and compliance with submission requirements, including verification that each Proposal includes all information, documentation, and forms required. CRA Staff is responsible for the review of all Proposals for responsiveness before distributing them to the Evaluation Committee. However, responsiveness determinations may be made at any time prior to contract award.

Proposers are advised that Proposals submitted with irregularities, omissions, errors, deviations, and/or technicalities that, at the sole discretion of the CRA, do not meet the minimum requirements of the RFQ, may result in a non-responsive determination. Proposers will not be given the opportunity to cure any irregularity, omission, error, deviation, and/or technicality. It is at the sole discretion of the CRA to waive or not waive any irregularity, omission, error, deviation, and/or technicality. At any time during the evaluation process, the CRA may conduct any investigations, inquiries, or any other action it deems necessary to fairly review a Proposal.

The CRA will establish an Evaluation Committee to review and score all responsive Proposals in accordance with the requirements of this RFQ and criteria listed below. The Evaluation Committee will determine whether a Proposer is responsible, has the capacity to fully perform the Scope of Work as stated in this RFQ, and has the integrity and reliability that will ensure good faith performance. CRA Staff will calculate the total score for each responsive Proposal reviewed and scored by the Evaluation Committee.

The Evaluation Committee may shortlist Proposers deemed the most highly qualified to perform the required Scope of Work and ask those Proposers to hold brief oral presentations at a later date.

Subsequent to oral presentations with the shortlisted firms, the Evaluation Committee will re-evaluate and re-score the Proposals, in conjunction with the oral presentations. CRA Staff will calculate the final score for each shortlisted Proposer and finalize the composite scores.

Please note that the Evaluation Committee does not need to request oral presentations. For this reason, each Proposer should ensure that its Proposal contains all the information and documentation requested in this RFQ.

The final scores will be forwarded to the CRA Executive Director. After which, the CRA Executive Director will place the RFQ onto a CRA Board meeting agenda and the CRA Board will have the following options:

- a) Accept the Evaluation and Selection Committee's scores and award the agreement to the highest scoring Proposer; or

- b) Reject the Evaluation and Selection Committee's scores and select the Proposer that the CRA Board believes will serve in the CRA's best interests; or
- c) Cancel the RFQ at any time, and/or reject all submitted Proposals, and/or direct CRA Staff to re-issue the RFQ.

The CRA reserves the right to negotiate such terms and conditions with the Successful Proposer as it is determined to be in the CRA's best interest, which is determined at the CRA's sole and absolute discretion. In the event a contract is not negotiated to the CRA's satisfaction, the CRA may abandon such negotiations, and at its sole and absolute discretion, may commence negotiations with the next ranked Proposer. All Proposers should be familiar with the requirements of Florida Statutes Chapter 163.380 to which this solicitation is subject.

Any and all decisions by the CRA to modify the schedule described herein, to request additional information from Proposers, to reject insufficient or unclear Proposals, to formulate an objective point system for review, to form the Evaluation Committee, to calculate the scores of the proposals, to negotiate an agreement, to abandon negotiations, to approve an agreement, etc., shall be at the CRA's sole and absolute discretion. The CRA reserves its right to cancel this RFQ at any time, and/or reject all submitted Proposals, and/or re-issue the RFP. Submittal of a Proposal to this solicitation on the part of any and all Proposers constitutes acceptance of this policy.

**B. Evaluation Criteria**

Proposals have the possibility to receive a total maximum of 100 points. Proposals will be reviewed and scored by the Evaluation Committee according to the following requirements and respective weight:

| REQUIREMENTS  | POINTS                      |
|---|-----------------------------|
| Qualifications and Experience of the Proposer                           | <b>30 Points</b>            |
| Qualifications and Experience of the Lead Architect and Project Manager | <b>20 Points</b>            |
| Qualifications and Experience of the Proposer's Team                    | <b>20 Points</b>            |
| Design Philosophy and Process Statement                                 | <b>15 Points</b>            |
| Technical Capabilities and Approach Statement                           | <b>15 Points</b>            |
|   | <b>100<br/>Total Points</b> |

## **IX. GENERAL TERMS AND CONDITIONS**

### **A. Inspection of Site**

Proposers should carefully examine the site location before submission of a Proposal and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all services required pursuant to the mandates and requirements of this RFQ. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the services pursuant to the Proposal as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for a failure or omission on the part of the Successful Proposer to fulfill, in every detail, all of the requirements, as defined in the subsequent agreement, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

### **B. Cone of Silence/No Lobbying**

As to any matter relating to this RFQ, any Proposer, team member, or anyone representing a Proposer is advised that they are prohibited from contacting or lobbying the CRA Chair, any CRA Commissioner, CRA Staff, or any other person working on behalf of the CRA on any matter related to or involved with this RFQ. For purposes of clarification, a Proposer's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Proposer and the Proposer's team. There will be an opportunity for inquiries to be made of CRA Staff during the scheduled voluntary Pre-Proposal Meeting. All inquiries must be in writing and directed to the CRA ([toto@mydelraybeach.com](mailto:toto@mydelraybeach.com)). Any violation of this condition may result in rejection and/or disqualification of the Proposer. This "Cone of Silence/No Lobbying" is in effect from the date of issuance of this RFQ and shall terminate at the time the CRA Board selects a Proposer and awards an agreement, rejects all Proposals, or otherwise takes action which ends the solicitation process.

### **C. Questions**

Questions and inquiries concerning this RFQ and the specifications contained herein shall be submitted in writing via email to Tara Toto, Redevelopment Manager, at [toto@mydelraybeach.com](mailto:toto@mydelraybeach.com) no later than Friday, March 26, 2021, 5:00PM EST. Late or misdelivered questions may not receive a response in a subsequent addendum.

Any discrepancies, errors, or ambiguities in the RFQ or addendum (if any) should also be reported in writing. If applicable, the CRA will issue a written addendum to the RFQ clarifying such conflicts or ambiguities. It is agreed that any such alleged discrepancies, errors, or omissions will not be construed against the drafting party.

CRA Staff will issue responses to timely received questions and any other clarifications the CRA deems necessary via written addendum prior to the Proposal Submission Due Date. Proposers should not rely on any representations,

statements, or explanations other than those made in this RFQ and in any written addendum to this RFQ. Oral explanations, information and instructions shall not be considered binding on the CRA. Neither the CRA nor any of its agents or employees shall be responsible for the accuracy of any oral information provided to any Proposer.

Where there appears to be conflict between the RFQ and any addendum issued, the last addendum issued shall prevail.

Any issued addendum will only be made available on the CRA webpage , [www.delraycra.org](http://www.delraycra.org), and at [www.bidsync.com](http://www.bidsync.com). It is the Proposer's sole responsibility to ensure its review and receipt of all addendum.

#### **D. Agreement Terms and Conditions**

Proposers should note that certain provisions contained within a potential agreement with the CRA are non-negotiable. These include, without limitation, applicability, and compliance with applicable laws (e.g., Federal Statutes, State Statutes, County and City Codes), venue, hold harmless, duty to defend, indemnity and insurance, payment and performance bond, and cancellation for convenience or due to lack of funding by the CRA.

#### **E. Award of Agreement**

An agreement may be awarded to the Successful Proposer for the Project by the CRA Board. The CRA reserves the right to execute or not execute, as applicable, an agreement with the Successful Proposer, when it is determined to be in the CRA's best interest. The CRA does not represent that any award will be made. The award and execution of an Agreement shall comply with CCNA, Florida Statute Section 287.055, as amended, the CRA's Purchasing Policies, and the terms and specifications stated herein.

#### **F. Unauthorized Work**

The Successful Proposer shall not begin work until the CRA issues a written Notice to Proceed ("NTP"). Such NTP shall constitute the CRA's authorization to begin work. Any unauthorized work performed by the Successful Proposer, prior to receiving the NTP, or during the term of the agreement, shall be deemed non-compensable by the CRA. The Successful Proposer shall not have any recourse against the CRA for prematurely performing any unauthorized work.

#### **G. Sub-Contractor(s)/Sub-Consultant(s)**

For purposes of this RFQ, the terms "Sub-Consultant" and "Sub-Contractor" are used interchangeably. A Sub-Consultant or Sub-Contractor is any individual, firm, entity, or organization, other than the employees of the Proposer, who has or will have a contract with the Proposer to assist in the performance of Scope of Work required under this RFQ. A Sub-Consultant shall be paid directly by the Proposer and shall not be paid directly by the CRA. The Proposer must clearly identify in its Proposal the Sub-Consultants to be utilized to perform the Scope of Work. The

CRA retains the right to accept or reject any Sub-Consultant proposed in accordance with Article VI, "Team Members and Minimum Qualification and Experience Requirements," and Article VII, "Submittal Requirements," or proposed prior to execution of the agreement. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the Successful Proposer, and insurance for each Sub-Consultant must be approved by the CRA and maintained in good standing throughout the duration of the agreement. Neither the Successful Proposer nor any of its Sub-Consultants are considered employees, partners, affiliates, or agents of the CRA. Failure to list all Sub-Consultants and provide the required information may disqualify any unidentified Sub-Consultants from performing work under this RFQ. Proposers shall include in their Proposal the requested Sub-Consultant information.

## **H. Insurance**

The CRA reserves the right to ensure and require that the insurance coverages provided by the Successful are proper and that the insurers are licensed or otherwise qualified to do business in the State of Florida. If at any time during the term of the agreement, the CRA should determine that it is in its best interests to insist on an alternative insurance provider, it may do so and the Successful Proposer agrees to comply with the CRA's decision. The CRA also reserves the right to review, modify, or amend any required coverages, limits, and endorsements during the life of a contract and any extensions thereof. The CRA further reserves the right, but not the obligation, to review and reject any insurer providing coverage on the firms' behalf because of the insurer's poor financial condition or due to the insurer's failure to operate legally in the State of Florida.

## **I. Protest**

A recommendation for award or rejection of award may be protested by a Proposer through filing a type-written protest with the CRA office. The Proposer shall file its type-written protest with the CRA, Monday through Friday, between the hours of 8:00 AM EST and 5:00 PM EST, excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and number of the solicitation. Additionally, the protest shall be signed by an authorized agent of the Proposer and notarized. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the CRA. The protest shall be limited to 15 type-written pages. The written protest must be received within three business days from the time of initial posting of the intended award. Notice of Intent to Award shall be posted on the CRA's website, [www.delraycra.org](http://www.delraycra.org), and on BidSync, [www.bidsync.com](http://www.bidsync.com). Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Proposer of all rights of protest.

The letter of protest shall be accompanied by a non-refundable protest application fee of five thousand dollars (\$5,000.00). The protest application fee must be a cashier's check, a certified check, or an attorney's trust account check made payable to the Delray Beach Community Redevelopment Agency. Failure to provide the required protest application fee shall deem the protest as incomplete and invalid.

## **X. DISCLOSURE AND DISCLAIMERS**

This RFQ is being issued by the CRA. As more fully set forth in this RFQ, any action taken by the CRA in response to Proposals made pursuant to this RFQ, or in making any award or failure or refusal to make any award pursuant to such Proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFQ, either before or after issuance of an award, shall be without any liability or obligation on the part of the CRA.

In its sole and absolute discretion, the CRA may withdraw this RFQ either before or after receiving Proposals, may accept or reject Proposals, and may accept Proposals which deviate from this RFQ. In its sole discretion, the CRA may determine the qualifications and acceptability of any Proposer submitting Proposals in response to this RFQ.

Following submission of a Proposal, the Proposer agrees to promptly deliver such further details, information and assurances including, but not limited to, financial and disclosure data, relating to the Proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the CRA.

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the CRA, nor its representatives, provide any assurances as to the accuracy of any information in this RFQ. Any reliance on the contents of this RFQ, or on any communications with CRA representatives shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This RFQ is being provided by the CRA without any warranty or representations, express or implied, as to its content, accuracy or completeness, and no Proposer or other party shall have recourse to the CRA if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the CRA that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The CRA shall have no obligation or liability with respect to this RFQ, or the evaluation and selection, and award processes contemplated hereunder. The CRA does not warrant or represent that any award or recommendation will be made as a result of the issuance of this RFQ. All costs incurred by a Proposer in preparing and responding to this RFQ are the sole responsibility of the Proposer. Any recipient of this RFQ who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any Proposal submitted pursuant to this RFQ is at the sole risk and responsibility of the Proposer by submitting such a Proposal.

This RFQ is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFQ is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimers and the balance of the RFQ, the provisions of this Disclosure and Disclaimers shall govern.

The CRA reserves the right to select the Proposal which, in the opinion and sole discretion of the CRA, will be in the best interest and/or most advantageous to the CRA. The CRA reserves the right to waive any irregularities and technicalities and may, at its discretion,

request re-submittal of Proposals. All expenses in preparing the Proposal and any re-submittals shall be borne by the Proposer.

The CRA and the Proposer will be bound only if and when a Proposal, as it may be modified, is approved and accepted by the CRA, and the applicable agreements pertaining thereto are approved, executed and delivered by the Successful Proposer to the CRA, and then only pursuant to the terms of the agreements executed by the Proposer and the CRA. All or any responses to this RFQ may be accepted or rejected by the CRA for any reason, or for no reason, without any resultant liability to the CRA.

The CRA is governed by the Sunshine Law and the Public Records Law of the State of Florida and all Proposals and supporting data shall be subject to disclosure as required by such laws. All Proposals shall be submitted in sealed form and shall remain confidential to the extent permitted by the Public Record Law until the date and time selected for opening responses.

THIS SECTION IS INTENTIONALLY BLANK.

## **XI. REQUIRED FORMS**

The forms listed below must be completed by an official having legal authorization to contractually bind the Proposer and must be submitted with the Proposal. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services stated within this RFQ and the Proposer's Proposal to the CRA if the Proposer is awarded an agreement and an agreement is successfully negotiated and executed.

- Proposal Acknowledgement Form
- Conflict of Interest Disclosure Form
- Scrutinized Companies Certification Pursuant to Florida Statutes § 287.135
- Notification of Public Entity Crimes Law
- Notification of Public Records Law
- Drug-Free Workplace
- Non-Collusion Affidavit
- Proposer Information Form
- Project Reference Form
- Sub-Contractor/Sub-Consultant Information Form
- Local Hiring Information Form

## **PROPOSAL ACKNOWLEDGEMENT FORM**

The Proposer hereby acknowledges and affirms to the contents of this RFQ, its response thereto, including without limitation, all addenda have been read, understood, and agreed to by assigning and completing the spaces provided below:

A. RFQ Addendum Acknowledgment

Addendum No. 1, Dated \_\_\_\_\_  
Addendum No. 2, Dated \_\_\_\_\_  
Addendum No. 3, Dated \_\_\_\_\_  
Addendum No. 4, Dated \_\_\_\_\_  
Addendum No. 5, Dated \_\_\_\_\_

B. The undersigned certifies that they are authorized to sign for the Proposer's firm.

C. The undersigned certifies that any and all information contained in response to this RFQ is true and correct.

D. THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 90 DAYS, AND THE PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED, BY AN AUTHORIZED AGENT, SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CRA MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

### **CRA RFQ 2021-01: PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES FOR A COMMERCIAL REDEVELOPMENT PROJECT (NW 600 BLOCK – WEST ATLANTIC AVENUE)**

Proposer's/Firm's Name: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Fax Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorized Agent Name and Title: \_\_\_\_\_

\_\_\_\_\_  
(Signature of authorized agent)

Date: \_\_\_\_\_

## **CONFLICT OF INTEREST DISCLOSURE FORM**

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposals: the name of any officer, director, or agent who is also an employee of Delray Beach Community Redevelopment Agency ("CRA").

Furthermore, all Proposers must disclose the name of any CRA employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the CRA the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any CRA duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

\_\_\_\_\_ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.

\_\_\_\_\_ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

\_\_\_\_\_  
Proposer/Firm Name

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Authorized Agent Name and Title (Print or Type)

\_\_\_\_\_  
Date

**SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO  
FLORIDA STATUTES § 287.135**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name and Title Proposer/Firm Name

certify that \_\_\_\_\_ does not:  
Proposer/Firm Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The Delray Beach Community Redevelopment Agency ("DBCRA") shall provide notice, in writing, to the Contractor of the DBCRA's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the DBCRA's determination of false certification was made in error then the DBCRA shall have the right to terminate the contract and seek civil remedies pursuant to *Florida Statutes § 287.135*.

Section 287.135, *Florida Statutes*, prohibits the DBCRA from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the DBCRA for goods or services may be terminated at the option of the DBCRA if the company is found to have submitted a false certification or 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.

---

COMPANY NAME

---

AUTHORIZED AGENT SIGNATURE

---

PRINT NAME

---

TITLE

**Must be executed and returned with the submitted Proposal to be considered.**

## NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid/Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid/Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids/Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

---

Proposer/Firm Name

---

Authorized Agent Signature

---

Name and Title (Print or Type)

---

Date

## **PUBLIC RECORDS LAW**

### **Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, Florida Statutes**

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the Delray Beach Community Redevelopment Agency ("CRA") in order to perform the service. Upon request from the CRA custodian of public records, contract shall 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 Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall 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, Contractor upon completion of the contract, shall transfer, at no cost, to the CRA all public records in possession of the Contractor or keep and maintain public records required by the CRA in order 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 CRA, upon request from the CRA custodian of public records, in a format that is compatible with the information technology systems of the CRA.

**IF THE AWARDED PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDED PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, TARA TOTO, AT THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, 20 N. SWINTON AVE., DELRAY BEACH FLORIDA AND MAY BE CONTACTED BY PHONE AT 561-276-8640 OR VIA EMAIL AT [TOTO@MYDELRAYBEACH.COM](mailto:TOTO@MYDELRAYBEACH.COM).**

Acknowledged by:

---

Proposer/Firm Name

---

Authorized Agent Signature

---

Name and Title (Print or Type)

---

Date

## DRUG-FREE WORKPLACE

\_\_\_\_\_ is a drug-free workplace and has  
(Proposer/Firm Name)  
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

\_\_\_\_\_  
Proposer/Firm Name

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

# NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He / She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted a Proposal to perform work for the following:

RFP No.: \_\_\_\_\_ Title: \_\_\_\_\_

b. He / She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such Solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Delray Beach Community Redevelopment Agency or any person interested in the proposed contract.

d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Authorized Agent Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

SEAL

Notary Signature \_\_\_\_\_  
Notary Name: \_\_\_\_\_  
Notary Public (State): \_\_\_\_\_  
My Commission No: \_\_\_\_\_  
Expires on: \_\_\_\_\_

# PROPOSER INFORMATION FORM

THE DETAILED DATA REQUESTED HEREIN MUST BE SUBMITTED IN THIS FORMAT ONLY.  
USE AS MANY PAGES AS NEEDED TO PROVIDE THE FOLLOWING REQUIRED INFORMATION:

1. SUBMITTING PROPOSER/ FIRM NAME: \_\_\_\_\_  
OFFICE LOCATION (Address): \_\_\_\_\_  
AUTHORIZED AGENT: \_\_\_\_\_ TITLE: \_\_\_\_\_  
AUTHORIZED AGENT'S: \_\_\_\_\_  
PHONE/FAX/EMAIL \_\_\_\_\_
2. TYPE OF FIRM: \_\_\_\_\_
3. IF CORPORATION, COMPLETE THE FOLLOWING:  
A. Date Incorporated: \_\_\_\_\_  
B. State Incorporated: \_\_\_\_\_  
C. Date Authorized in Florida: \_\_\_\_\_  
D. President: \_\_\_\_\_  
E. Vice President: \_\_\_\_\_  
IF PARTNERSHIP, COMPLETE THE FOLLOWING:  
A. Date organized: \_\_\_\_\_  
B. Type: General: \_\_\_\_\_ Limited: \_\_\_\_\_  
C. Name of Partners: \_\_\_\_\_  
IF JOINT VENTURE, COMPLETE THE FOLLOWING:  
A. Name of Joint Venture: \_\_\_\_\_  
B. Firms that comprise the Joint Venture: \_\_\_\_\_  
C. Provide a copy of the Joint Venture Contractual Agreement  
D. Name of individuals and their titles who hold principal roles in the Joint Venture:  
\_\_\_\_\_  
\_\_\_\_\_
4. SECRETARY OF STATE'S DOCUMENT #: (Attach Copy) \_\_\_\_\_
5. FL STATE BOARD OF PROFESSIONAL REGISTRATION OR CERTIFICATION # \_\_\_\_\_  
(EXPIRATION DATE: \_\_\_\_\_ (Attach Copy)
6. FEDERAL EMPLOYEERS IDENTIFICATION NUMBER: \_\_\_\_\_
7. ABILITY TO MEET INSURANCE REQUIREMENTS? YES \_\_\_\_\_ NO \_\_\_\_\_  
FL PROFESSIONAL LIABILITY INSURANCE? YES \_\_\_\_\_ NO \_\_\_\_\_  
IF YES, ANSWER THE FOLLOWING:  
A. Policy Number: \_\_\_\_\_  
B. Company Name: \_\_\_\_\_  
C. Amount: \_\_\_\_\_  
D. Florida Company Code \_\_\_\_\_
8. REQUIRED LEGAL INFO (Section III.B.11)  
Legal history included? Statement of no legal history included?  
YES \_\_\_\_\_ NO \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_

# PROJECT REFERENCE FORM

## INSTRUCTIONS

The Proposer shall complete the following information for a previously completed or currently ongoing project/work within the stipulated time, where the Proposer believes said project/work is of equal or greater scope, size, and complexity that best represents its ability to complete the "Project." The reference provided below should be for one (1) reference project and must comply with the requirements listed of the RFQ.

**FAILURE TO COMPLETE AND SUBMIT THIS FORM MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.**

|   |
|---|
| Name and Title of Team Member (or Proposer) that worked on the Project: |
|   |
| Project Name:   |
|   |
| Project Location:   |
|   |
| Brief Description of Role on Project and Services Provided:             |
|   |
|   |
| Compensation for Services Provided:                                     |
|   |
| Project Start Date and Completion Date:                                 |
|   |
| Project Construction Cost:  |
|   |
| Construction Start Date and Completion Date:                            |
|   |
| Project Completed on Time and Within Budget:                            |
|   |
| Reference Project Contact Information:                                  |
| Contact Name:   |
| Title:  |
| Company/Organization:   |
| Phone:  |
| Email:  |

## **Proposer's Certification of Information**

By signing below, I certify that all information stated above is true and correct to the best of my knowledge.

Authorized Agent Signature: \_\_\_\_\_

Authorized Agent Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_





## **X. EXHIBITS**

**Exhibit A - Survey of the Four (4) CRA-owned Subject Properties**

**Exhibit B - Conceptual Site Plan**

**Exhibit C - Site Plan and Renderings for the Private Redevelopment Project**

**Exhibit D - Energy Efficiency and Green Building**





**EXHIBIT C**  
**Site Plan and Renderings of Private Entity Development**





## **EXHIBIT D**

### **Energy Efficiency and Green Building**

The Proposer will ensure that, to the greatest extent possible, all products designed by the Proposer for the CRA will be designed to meet the following minimum energy efficiency and green building standards.

Through the submittal of a Proposal, the Proposer is acknowledging, certifying, and agreeing that the below following elements will be incorporated into their design documents.

#### **Energy-efficient Construction Techniques and Products**

- Proper installation of insulation to ensure even temperatures throughout the building
- Installation of high-performance impact windows per Florida Building Code (FBC)
- Installation of energy-efficient HVAC systems – Energy Star compliant
- Installation of new Energy Star compliant products including light fixtures, LED bulbs, ventilation and exhaust fans and appliances (refrigerators, dishwashers, and washer/dryer machines, etc.)

#### **Improved Indoor Environments**

- Building envelope, duct systems and vents must be properly sealed to prevent cracks and holes
- Carpet, pads, and other surface materials and installation must comply with the Carpet and Rug Institute's Green Label Certification
- Utilization of only low Volatile Organic Carbon paints, finishes, and sealants
- Utilization of proper water vapor barrier and other applicable sealing methods to eliminate any possibility of mold
- Installation of programmable thermostats in all units

#### **Increased Water Efficiency**

- Installation of low volume, non-spray irrigation system
- Incorporation of landscape practices recommended by the University of Florida's Florida Friendly Landscape Program ([fyn.ifas.ufl.edu/index/html](http://fyn.ifas.ufl.edu/index/html)) and compliance with Section 4.6.16, Landscape Regulations of the City of Delray Beach (<http://mydelraybeach.com/sites/default/files/assets/departments/planning%20and%20zoning/LDR%20Article%204.6.pdf>)
- Installation of low flow toilets and sink faucets



**DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**

**ADDENDUM NO. 1  
TO  
REQUEST FOR QUALIFICATIONS NO. CRA 2021-01  
PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES FOR A  
COMMERCIAL REDEVELOPMENT PROJECT  
(NW 600 BLOCK – WEST ATLANTIC AVENUE)**

**MARCH 22, 2021**

**TO ALL PROPOSERS AND OTHERS CONCERNED**

The Delray Beach Community Redevelopment Agency ("CRA") has heretofore published a Request for Qualifications ("RFQ") dated March 8, 2021, with respect to its intent to receive and consider Proposals from experienced and qualified architectural firms to provide professional architectural and engineering services ranging from pre-design through closeout for the NW 600 Block – West Atlantic Avenue Commercial Redevelopment Project ("Project"). The intent of this Addendum is to address questions and/or errors, and to clarify other aspects of the RFQ. Questions contained in this Addendum include ones asked at the March 18, 2021, Voluntary Pre-Proposal Meeting. Proposers submitting Proposals for the above-referenced RFQ shall take note of the following changes, additions, deletions clarifications, etc., which shall become a part of and have precedence over anything shown or described otherwise.

- 
1. **On Page 17 of the RFQ, please delete Article VI, Section D, "Local Hiring Requirements," in its entirety and replace with the following text:**

**"D. Local Hiring Requirements**

The Successful Proposer will be required to assign a minimum of ten percent (10%) of the awarded agreement value to local firm(s) and/or sub-contractor(s)/sub-consultant(s).

Local in this context shall mean the firm and/or sub-contractor/sub-consultant has an office located within the municipal boundaries of the City of Delray Beach.

A combination of local firm(s) and/or sub-contractor(s)/sub-consultant(s) may be utilized to reach the required minimum of ten percent (10%).

Proposals shall include documentation stating which local firm(s) and/or sub-contractor(s)/sub-consultants will be utilized, where the firm's and/or local sub-contractor's/sub-consultant's place of business is located, and what type of service and the percentage of the total awarded agreement the local firm(s) and/or sub-contractor(s)/sub-consultant(s) will be performing.

A Proposer who has a local office within the municipal boundaries of the City of Delray Beach can satisfy the local hiring requirement.”

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2. **On Page 17 of the RFQ, please delete Article VII, Section A, Subsection 24, “Local Hiring,” in its entirety and replace with the following text:**

**“24. Local Hiring**

As stated in Article VI, “Team Members and Minimum Qualification and Experience Requirements”, the Successful Proposer will be required to assign a minimum of ten percent (10%) of the awarded agreement value to local firm(s) and/or sub-contractor(s)/sub-consultant(s).

Proposers shall state which local firm(s) and/or sub-contractor(s)/sub-consultants will be utilized, where the local firm(s) and/or sub-contractor(s)/sub-consultant(s) place of business is located, and what type of service and the percentage of the total awarded agreement the local firm(s) and/or sub-contractor(s)/sub-consultant(s) will be performing by utilizing the Local Hiring Information Form, as provided in Article XI, Required Forms.

Proposers shall include a City of Delray Beach Business Tax Receipt for each firm and/or sub-contractor/sub-consultant used to fulfill this requirement.

A Proposer who has a local office within the municipal boundaries of the City of Delray Beach can satisfy the local hiring requirement.”

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3. **On Page 50 of the RFQ, please replace the “Local Hiring Information Form” as provided in Article XI, “Required Forms,” with the updated form that is included with this Addendum No. 01.**
- 

4. **On Page 15 of the RFQ, please delete Article VI, Section A, “Required Team Members,” in its entirety and replace with the following text:**

**“A. Required Team Members**

The Successful Proposer shall serve as the lead and managing agent for all Team Members required for the Project. The Successful Proposer’s work shall be performed by the Team Members listed below, as described in the RFQ and shall consist, at a minimum, of the following disciplines:

- Lead Architect
- Project Manager (if applicable)
- Civil Engineer
- Structural Engineer
- Mechanical, Electrical and Plumbing (“MEP”) Engineers
- Landscape Architect

The Successful Proposer shall designate a primary lead individual, referred to as the “Lead Architect,” to lead all design efforts for the Project. In addition, the Successful Proposer may also designate a second lead individual, referred to as the “Project Manager” to manage the Project, if desired.

Additionally, the Successful Proposer shall directly employ the Lead Architect. The other Team Members may be employed directly by the Successful Proposer or by a sub-contractor/sub-consultant.”

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5. **On Page 16 of the RFQ, please delete Article VI, Section B, Subsection 4, in its entirety and replace with the following text:**

“4. Proposer may have a team member to serve as the Project Manager, if desired, who has been practicing as a registered architect under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 481, “Architecture, Interior Design, and Landscape Architecture,” or as a registered engineer under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 471, “Engineering,” as applicable to the named profession in the State of Florida, for a minimum of five (5) years; and”

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6. **On Page 23 of the RFQ, please delete Article VII, Section A, Subsection 10, “Qualifications of the Project Manager,” in its entirety and replace with the following text:**

“10. Qualifications of the Project Manager (if identified as a Team Member)  
The Project Manager shall be a licensed, practicing, and registered architect or professional engineer in the State of Florida. Proposer shall identify the Project Manager’s number of years of experience in the required professional services.

A resume is required to be submitted that reflects the Project Manager’s education, experience, and qualifications that demonstrate satisfaction of all the requirements identified in Article VI, “Team Members and Minimum Qualification and Experience Requirements.”

Additionally, licenses and any other pertinent certification documentation/information shall be submitted.

If the Project Manager is not directly employed by the Proposer, the Proposer must identify the Sub-Contractor/Sub-Consultant that it will be utilizing as part of its Team.”

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7. **On Page 32 of the RFQ, please delete Article VIII, Section B, “Evaluation Criteria,” in its entirety and replace with the following text:**

B. Evaluation Criteria

Proposals have the possibility to receive a total maximum of 100 points. Proposals will be reviewed and scored by the Evaluation Committee according to the following requirements and respective weight:

| REQUIREMENTS  | POINTS           |
|---|------------------|
| Qualifications and Experience of the Proposer       | 30 Points        |
| Qualifications and Experience of the Lead Architect | 20 Points        |
| Qualification and Experience of the Proposer’s Team | 20 Points        |
| Design Philosophy and Process Statement             | 15 Points        |
| Technical Capabilities and Approach Statement       | 15 Points        |
|   | 100 Total Points |

8. **Are there tenants currently residing at 34 NW 6<sup>th</sup> Avenue?**

Yes. There are currently tenants residing at the single-family residential dwelling located at 34 NW 6<sup>th</sup> Avenue. The tenants are scheduled to move out prior to the start of demolition of the building and/or the construction phase related to the Project.

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9. **Will the Successful Proposer be required to assist in the City of Delray Beach planning and zoning approval process?**

Yes. As stated in “Task 2 – Design Development Services” listed in Article V, “Scope of Work”, of the RFQ, the Successful Proposer “shall assist in the City of Delray Beach Development Services Site Plan submittal and approval processes, including any CRA Board, City Board, and/or City Commission presentations required for approval of any entitlements. In addition, the Successful Proposer shall assist in any building permit submittal, subsequent review process, and follow up with CRA Staff and City Staff (addressing comments, attending meetings, etc.) ...”

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10. **If the Successful Proposer is a Joint Venture by which firm does the Lead Architect need to be employed?**

If the Successful Proposer is a Joint Venture, that information would need to be a part of the submitted Proposal. The Lead Architect can be employed by any firm that comprises the Joint Venture.

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11. **When would the CRA like to see the Project completed by?**

The Project timeframes and construction schedule will be developed between the Successful Proposer and CRA Staff.

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12. **Is funding available for the Project?**

Yes. Funding has been allocated for the Project that is the subject of this RFQ.

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13. **What is the budget for the construction phase?**

The budget for the construction phase related to this Project has not been determined.

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14. **Who prepared the architectural renderings that are included as part of Exhibit B of this RFQ?**

The renderings that are included within Exhibit B of this RFQ depict a privately initiated nearby commercial redevelopment project that is also occurring within the NW 600 Block of West Atlantic Avenue and are provided within this RFQ for *reference only*. As stated in Article IV, Section C, “Nearby Private Redevelopment Project”, while the “private commercial redevelopment project is a wholly separate project and the CRA-owned parcels involved in that project are not a part of this RFQ, the architectural design and style to be used for the Project that is the subject of this RFQ must be compatible with the approved design and style of the nearby private commercial redevelopment project.”

Please see the City of Delray Beach's Central Business District Anglo Caribbean Architectural Design Guidelines - <https://www.delraybeachfl.gov/government/city-departments/development-services/zoning-current-planning/central-business-district>.

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15. **Was there an environmental study done for any of the Subject Properties?**

Environmental studies for the Subject Properties are not available.

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16. **Who is on the Evaluation Committee?**

The Evaluation Committee members have not been selected. The Evaluation Committee members and the date of the Evaluation Committee meeting will be posted on the Delray Beach CRA website at [www.delraycra.org](http://www.delraycra.org), and on BidSync at [www.bidsync.com](http://www.bidsync.com).

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17. **There is a restaurant that is provided for within the Conceptual Site Plan. Construction documents for a restaurant space can require more detail - is there an operator lined up for that space?**

There are currently no tenants lined up for any of the commercial spaces contemplated for this Project.

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18. **Will the Successful Proposer be preparing construction documents for a restaurant space – layout, equipment, menu, etc.?**

The required construction documents will be discussed between the Successful Proposer, CRA Staff, and City Staff.

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19. **Who was the architect that prepared the Conceptual Site Plan? And are they precluded from submitting a Proposal?**

Currie Sowards Aguila Architects prepared the Conceptual Site Plan. They are not precluded from submitting a Proposal for this RFQ.

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20. **Do Proposers need to submit fees with the Proposals?**

No. Fees will be negotiated after a Proposer is selected by the CRA Board.

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21. **If negotiations fall through with the top-ranked Proposer, will the CRA commence negotiations with the second-ranked Proposer?**

In the event a contract is not negotiated to the CRA's satisfaction, the CRA may abandon such negotiations, and at its sole and absolute discretion, may commence negotiations with the next ranked Proposer.

However, as stated in Article VIII, "Evaluation and Selection," the CRA Board has the following options:

- a) Accept the Evaluation and Selection Committee's scores and award the agreement to the highest scoring Proposer; or
- b) Reject the Evaluation and Selection Committee's scores and select the Proposer that the CRA Board believes will serve in the CRA's best interests; or
- c) Cancel the RFQ at any time, and/or reject all submitted Proposals, and/or direct CRA Staff to re-issue the RFQ.

Depending on the option selected by the CRA Board, there may not be a second-ranked Proposer.

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22. **Will the required surveys be provided by CRA Staff to the Successful Proposer?**

No. All required and necessary survey services will need to be provided by the Successful Proposer as stated in Article V, "Scope of Work," of this RFQ.

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