



**DELRAY BEACH  
COMMUNITY REDEVELOPMENT AGENCY**

**REQUEST FOR QUALIFICATIONS CRA NO. 2025-01**

**NW 800 BLOCK OF WEST ATLANTIC AVENUE –  
PROGRESSIVE DESIGN-BUILD REDEVELOPMENT PROJECT**



**ISSUE DATE**  
**THURSDAY, JANUARY 30, 2025**

**PROPOSAL SUBMISSION DUE DATE AND TIME**  
**TUESDAY, MARCH 18, 2025**  
**4:00PM EST**

**CONTACT**  
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## **I. INVITATION**

The Delray Beach Community Redevelopment Agency (“CRA”) is seeking a qualified team for the design and construction of a redevelopment project using modular design and construction methods and materials for CRA-owned properties located within “The Set” in the Northwest 800 Block of West Atlantic Avenue (“Redevelopment Project”). Interested teams, hereinafter referred to as Proposers, are invited to provide information, qualifications, and experience to the CRA for consideration. The objective of the RFQ is for the CRA to enter into an agreement with a qualified and experienced Proposer to provide a turnkey Redevelopment Project.

### **REDEVELOPMENT PROJECT OBJECTIVE**

The vision for this Redevelopment Project is to create a vibrant and diverse community gathering space designed to foster interaction and connection among local residents; where they can come together, socialize, and support a range of small, local businesses.

#### **About Delray Beach and the Delray Beach CRA**

Delray Beach is truly a unique city! From its award-winning public beaches and vibrant downtown nightlife to its excellent neighborhoods, bustling economy, and abundance of cultural activities, Delray Beach offers an unparalleled quality of life.

Located in the southern end of Palm Beach County, Delray Beach was settled as an agricultural community in 1895. First incorporated in 1911, it became the City of Delray Beach (“City”) on May 11, 1927. The City has experienced substantial growth from 1,015 people in 1920 to over 67,000 people today.

Delray Beach encompasses slightly over 16 square miles of land area, of which over 95% has been developed. As the City approaches “build-out,” growth management has shifted focus to renewal and redevelopment. In furtherance of the City’s redevelopment efforts, the Delray Beach Community Redevelopment Agency was established by the City Commission in 1985 pursuant to its powers under Florida Statutes, Chapter 163, Part III, the Community Redevelopment Act of 1969 as amended. The CRA’s activities are designed to solve the underlying problems of slum and blighted conditions through planning, redevelopment, historic preservation and affordable housing so that the tax base can be protected and enhanced by these mutually supportive activities. Results of the CRA’s efforts are visible throughout its redevelopment area – from the revitalization of the commercial areas to the stabilization and preservation efforts of the neighborhoods throughout the CRA District.

### **QUALIFICATIONS:**

A Proposer **must** be one of the following:

- Licensed, registered, and practicing and providing professional architectural services under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 481, “Architecture, Interior Design, and Landscape Architecture”; or
- Licensed and registered general contractor under Florida Statute Section 489.119; or
- Property development team with requisite qualifications and experience as stated in this RFQ.

**See Section VI for additional Qualification and Experience Requirements, and Section VII for Submittal Requirements.**

## **OVERVIEW OF SCOPE OF SERVICES**

Proposer shall deliver required Scope of Services via a progressive design-build project delivery method with two (2) distinct phases - Phase 1 will encompass Pre-Construction and Design and Phase 2 will encompass Construction. The Scope of Services includes, but is not limited to:

- **Full Scale Architectural and Project Management Services:**
  - Reviewing City of Delray Beach Land Development Regulations and applying for any and all necessary text amendments, relief requests (waivers, variances, etc.), alley/street abandonments, development approvals, permits, etc.
  - Coordinating and managing all architectural, mechanical, electrical (including low voltage), plumbing, structural, civil, HVAC, geotechnical, landscape architectural, surveying, and any and all other related disciplines and components for the Redevelopment Project.
  - Development of design and construction documents.
- **Project Cost Development**
  - Develop procurement documents for solicitation of competitive prices from suppliers and subcontractors and submit a price for construction for review on an open-book basis.
  - Enter into negotiations with the CRA to establish final construction scope and price.
- **Construction and Construction Management Services:**
  - Utilize modular construction and building methods and materials for construction of permanent modular buildings; and custom design and buildout of exterior and interior of modular buildings that will be used for a variety of retail and/or commercial purposes.

**See Section V additional information on the required Scope of Services and the progressive design-build project delivery method.**

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## **II. LEGAL ADVERTISEMENT**

The Delray Beach Community Redevelopment Agency (“CRA”) is seeking proposals from qualified teams to provide information, qualifications, experience, and their proposed project approach for consideration to provide progressive design-build services to the CRA, for the design and construction of a redevelopment project using modular design and construction methods for CRA-owned properties located within “The Set” in the Northwest 800 Block of West Atlantic Avenue (“Redevelopment Project”) in accordance with the terms, conditions, and specifications contained in this RFQ.

The RFQ documents are available via (a) on the CRA website - [www.delraycra.org](http://www.delraycra.org), (b) on the BidNet Direct website – [www.bidnetdirect.com](http://www.bidnetdirect.com), and/or c) via hard copy at the CRA office located at 20 N Swinton Avenue, Delray Beach, Florida 33444. It is the responsibility of the Proposer to check the websites or the CRA office for any documents, updates, and information related to the RFQ.

Interested teams, 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 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, or to reject any or all Proposal, and to re-advertise for new Proposals.

Any submitted Proposal must clearly address and contain all items and forms requested. The CRA reserves the right to accept any Proposal 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, or to reject any or all Proposal, and to re-advertise for new Proposals.

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.

It is the responsibility of the Proposer to ensure all required information is included in their Proposal submission. All Proposers are advised to closely examine the RFQ documents. Any questions regarding the completeness or substance of the RFQ documents or scope of services, and/or requests for clarification must be submitted in writing via email to Christine Tibbs, Assistant Director, at [tibbsc@mydelraybeach.com](mailto:tibbsc@mydelraybeach.com), by the Question Submittal Deadline.

Mailed or hand-delivered hard copies (no electronic submittals) of sealed Proposals will be accepted at the CRA Office, located at 20 N Swinton Avenue, Delray Beach, Florida, 33444, before or until the Proposal Submission Due Date and Time. Submission of Proposals electronically will not be accepted. Proposals shall have the following information clearly marked on the outside of the sealed package: Proposer’s name, return address, RFQ number and title, and Proposal Submission Due Date and Time. Proposals will be publicly opened and read aloud at the CRA Office immediately after the Proposal Submission Due Date and Time. The CRA will not be responsible for and will not accept any late, delayed, misdelivered, or nondelivered Proposals. Proposals arriving after the Proposal Submission Due Date and Time will not be accepted and will be returned to the sender unopened.

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

The CRA intends to negotiate a Progressive Design-Build Agreement for the Redevelopment Project upon the award of this RFQ to the Proposer that best satisfies the evaluation criteria, *and* the selection of the Proposer is deemed to serve in the best interest of the CRA.

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 CRA 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>). The CRA is exempt from Federal and State Taxes for tangible personal property tax.

The CRA reserves the right to accept or reject any or all Proposal(s), in whole or in part, with or without cause without any liability to the CRA. The CRA does not warranty or represent that any award or recommendation will be made as a result of the issuance of this Legal Advertisement or the RFQ, or receipt of a Proposal(s). The CRA and 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 Proposer to the CRA, and then only pursuant to the terms of the agreements executed by the Proposer and the CRA.

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### **III. RFQ OVERVIEW**

|                                                                                                                |                                                                                                                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RFQ Issued                                                                                                     | DATE: Thursday, January 30, 2025                                                                                                                                                                                                                                                             |
| Cone of Silence Instituted                                                                                     | DATE: Thursday, January 30, 2025                                                                                                                                                                                                                                                             |
| Pre-Proposal Meeting Date and Location<br><br>Attendance is VOLUNTARY and is recommended but is not mandatory. | DATE: Wednesday, February 12, 2025<br>TIME: 10:00AM EST<br><br>In person at:<br>Edmunds Baine Building<br>Delray Beach CRA Workspace<br>98 NW 5 <sup>th</sup> Avenue, Suite 201<br>Delray Beach, FL 33444                                                                                    |
| Question Submittal Deadline                                                                                    | DATE: Friday, February 21, 2025<br>TIME: 5:00PM EST<br><br>Questions must be received before the Question Submittal Deadline and must be submitted in writing via email to:<br>Christine Tibbs, Assistant Director<br><a href="mailto:tibbsc@mydelraybeach.com">tibbsc@mydelraybeach.com</a> |
| Proposal Submission Due Date, Time, and Location                                                               | DATE: Tuesday, March 18, 2025<br>TIME: 4:00PM EST<br><br>Drop-Off or Mail a Hard Copy of Proposals to:<br>Delray Beach CRA Office<br>Attention: Christine Tibbs<br>20 N Swinton Avenue<br>Delray Beach, FL 33444                                                                             |
| Evaluation Committee                                                                                           | TBD                                                                                                                                                                                                                                                                                          |
| Oral Presentations                                                                                             | TBD                                                                                                                                                                                                                                                                                          |
| CRA Board Meeting                                                                                              | TBD                                                                                                                                                                                                                                                                                          |

- The CRA reserves the right to advance or delay the above 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. No electronic Proposal submissions will be accepted.

### **BROADCAST AND NOTIFICATION**

All documents related to this RFQ, including any addenda, can be obtained from: (a) Bidnet Direct: [www.bidnetdirect.com](http://www.bidnetdirect.com); (b) the CRA's website: [www.delraycra.org](http://www.delraycra.org); and/or c) via hard copy at the CRA office located at 20 N Swinton Avenue, Delray Beach, Florida 33444.

Proposers who obtain solicitation/procurement information from sources other than those named above are cautioned that the RFQ package may be incomplete. The CRA will not evaluate incomplete Proposals or incomplete Proposals may be deemed non-responsive by the CRA. The CRA will not be responsible for information from a source other than those stated above. Periscope S2G is an

independent entity and is not an agent or representative of the CRA. Communications to any independent entities does not constitute communications to the CRA. The CRA is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites. It is the Proposer's responsibility to verify the validity of all RFQ documents and information; Proposers are advised to closely examine all RFQ documents and information.

### **CONTACT PERSON**

Any questions regarding the RFQ documents and/or solicitation process, clarifications, or for more information must be submitted in writing to Christine Tibbs, Assistant Director at [tibbsc@mydelraybeach.com](mailto:tibbsc@mydelraybeach.com). Questions must be received prior to the Question Submittal Deadline. Oral explanations, information, and instructions shall not be considered binding on the CRA. All prospective Proposers are encouraged to independently verify the accuracy of any information provided. Neither the CRA nor any of its agents or employees shall be responsible for the accuracy of any oral information provided to any Proposer.

### **REQUIRED INFORMATION**

This RFQ contains various sections which require submission of certain information and forms which require the Proposer's completion and/or wet signatures. The responsibility for submitting a complete Proposal at the correct location before the stated Proposal Submission Due Date and Time is solely and strictly that of the Proposer. It is the responsibility of the Proposer to ensure all pages, forms, and required information are included within its Proposal submission.

### **ADDENDA**

Any interpretations, corrections, clarifications, modifications, or changes to this RFQ will be made by addenda. Sole issuing authority shall be vested in the CRA. Addenda will be posted and available through the CRA broadcast and notification methods stated above.

### **LATE PROPOSALS**

Proposers must submit complete Proposals before the stated Proposal Submission Due Date and Time. Proposals received after the Proposal Submission Due Date and Time shall be returned unopened and shall be found non-responsive. It is the sole responsibility of Proposer to ensure its Proposal is received by the CRA by the stated Proposal Submittal Due Date and Time. The CRA is not responsible for any delayed, late, misdelivered, or non-delivered Proposal(s), no matter the cause.

### **SUBMITTAL FORMAT REQUIREMENTS**

Proposals shall be submitted in the format as stated within this RFQ. 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. 2025-01, NW 800 Block of West Atlantic Avenue – Progressive Design-Build Redevelopment Project."

**All Proposals shall be delivered (mailed or hand-delivered only) to the CRA at:  
Delray Beach CRA Office located at 20 N Swinton Avenue, Delray Beach, Florida 33444  
on or before the Proposal Submission Due Date and Time of  
Tuesday, March 18, 2025, at 5:00PM EST.**

## **PROPOSAL OPENING**

All proposals submitted on or before the Proposal Submission Due Date and Time shall be publicly opened at the CRA Office, located at 20 N. Swinton Avenue, Delray Beach, FL 33444, immediately after the Proposal Submission Due Date and Time.

## **PROPOSAL OMISSIONS, ERRORS, DEVIATIONS**

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.

## **EVALUATION**

Proposals shall be evaluated in accordance with the procedures stated within this RFQ.

## **AWARD**

The CRA reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any minor irregularities, scrivener's errors, omissions, deviations, and/or technicalities in any Proposals, to award the Progressive Design-Build Agreement on such coverage and terms the CRA deems will best serve the interests of the CRA, to negotiate terms with the Successful Proposer; if all Proposals are rejected, the CRA reserves the right to cancel the RFQ and to re-issue the RFQ seeking new Proposals. The best interest of the CRA shall be determined solely by the CRA.

## **DEFINITIONS**

The CRA will use the following definitions in its solicitation documents, agreement documents, and any other document used in the solicitation process and any resulting agreement:

- A. BUSINESS DAY: Any day on which the CRA is open for regularly conducted business.
- B. CRA – Shall refer to the Delray Beach Community Redevelopment Agency.
- C. DESIGN-BUILDER – The entity with the prime Progressive Design-Build Agreement with the CRA.
- D. DESIGN-BUILD TEAM – All entities listed by the Proposer as providing key design, construction and/or project management services for the Redevelopment Project if selected to be the Design-Builder. The Proposer is required to list all entities that will be a part of the Design-Build Team but is not required to list all staff/members employed by each entity. Members of the Design-Build Team may also be referred to as "Team Members."
- E. KEY TEAM MEMBER – Individuals who will be assigned to the Redevelopment Project who will play an important role in the design, construction, or management of the Redevelopment Project. The Proposer is required to provide information, as required by this RFQ, for all Key Team Members. Key Teams Members may be employed by the Design-Builder or an entity that is a part of the Design-Build Team.
- F. MODULAR DESIGN AND CONSTRUCTION; MODULAR BUILDING METHODS AND MATERIALS – shall refer to permanent modular buildings that are constructed off-site, under controlled plant conditions, that are designed to the same codes and standards as conventionally built facilities. This may include 2D Panels, 3D Modules, or Hybrid Modular Construction.

- G. OWNER – shall refer to Delray Beach Community Redevelopment Agency
- H. PERMANENT MODULAR CONSTRUCTION AND BUILDINGS - Permanent modular construction is used for long-term occupancies. The buildings are placed on a concrete foundation and fastened together to create a permanent structure.
- I. PROCUREMENT – The CRA’s solicitation process for selecting a Design-Builder.
- J. PROCUREMENT DOCUMENTS/SOLICITATION DOCUMENTS – All documents issued by the CRA in connection with the Procurement or Redevelopment Project.
- K. PROGRESSIVE DESIGN-BUILD AGREEMENT – The RFQ, all addenda issued thereto, all affidavits, the signed Progressive Design-Build Agreement, and all related documents issued by the CRA in connection with the Procurement or Redevelopment Project will comprise the totality of the Progressive Design-Build Agreement between the CRA and the Design-Builder.
- L. PROJECTS OF SIMILAR SCOPE AND COMPLEXITY – Projects completed by the Proposer within the last ten (10) years and that have the following characteristics:
- a. Projects of similar size that include design and construction of retail, commercial, open, and communal space utilizing modular design and construction and building methods. This shall include projects that utilized permanent modular buildings and shall not include temporary/relocatable modular buildings.
  - b. Projects that require strong coordination and integration of the design and construction professionals and early involvement of construction professionals during design and construction plans development.
  - c. Projects where the Design-Builder was selected prior to the establishment of the final price and schedule and where the Design-Builder collaborated with the Owner, and/or the Owner’s Representative to develop the final price and schedule.
  - d. Projects that require community outreach and engagement.
- M. PROPOSER – A design-build firm submitting a Proposal.
- N. PROPOSAL – A Proposer’s response to this RFQ.
- O. REDEVELOPMENT PROJECT – Designing, permitting, providing modular building materials, constructing modular buildings, and managing the commercial redevelopment project located within “The Set” in the NW 800 Block of West Atlantic Avenue, as further specified within this RFQ.
- P. REQUEST FOR QUALIFICATIONS (RFQ) – this solicitation, including all documentation and any and all addenda, issued by the CRA seeking qualified Proposers.
- Q. RESPONSIVE PROPOSER – A Proposer whose Proposal conforms in all material respects to the terms, conditions, specifications, requirements included in the RFQ.

- R. RESPONSIBLE PROPOSER – A Proposer who meets the minimum qualification requirements and has the capability to perform and complete the RFQ requirements.
- S. SUCCESSFUL PROPOSER – Proposer who is awarded a Progressive Design-Build Agreement for the provision of services and construction of the Redevelopment Project as detailed in this RFQ.

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## **IV. REDEVELOPMENT PROJECT DESCRIPTION**

### **GENERAL**

The CRA desires to design construct a commercial Redevelopment Project utilizing modular building and construction methods and materials to be located within the NW 800 Block of West Atlantic Avenue. The CRA is seeking Proposals from qualified teams to provide a turnkey Redevelopment Project – which will include, but is not limited to, full scale architectural services, project management, project cost development, construction, and construction management.

### **BACKGROUND**

The Redevelopment Project is envisioned to create a vibrant commercial development in The Set that will house a diverse range of businesses, including retail stores, restaurants, cafes, and service providers, with flexible open space to meet the preferences, demands, and needs of, most importantly, the adjacent local community and residents, secondarily, visitors to the CRA District and the City of Delray Beach. The Redevelopment Project is supported through numerous goals, objectives and strategies stated within the CRA's guiding documents.

CRA Redevelopment Plan:

<https://delraycra.org/wp-content/uploads/2019/04/Community-Redevelopment-Plan.pdf>

In 2012, the West Atlantic Area Needs Assessment was conducted, and it identified a series of goals for the West Atlantic neighborhood, including accommodating retail space for local retailers. This Redevelopment Project helps to achieve those goals by activating vacant CRA-owned Properties along the main commercial corridor of West Atlantic Avenue with activities and local enterprises designed to increase vibrancy and foot traffic – further achieving a long-standing goal within the CRA's Community Redevelopment Plan of connecting pedestrians west to east and vice versa along the West Atlantic Avenue commercial corridor that stretches from Interstate 95 to the beach.

The CRA's Community Redevelopment Plan further emphasizes that the redevelopment strategy for the West Atlantic Avenue commercial corridor area shall be to create a positive visual impact and emphasize its importance as the entrance to downtown Delray Beach, to encourage development that is supportive of and compatible with adjacent neighborhoods, and to promote the development of small businesses and those that are locally owned.

Moreover, the West Atlantic Master Plan (The Set Transformation Plan) provides for activation of vacant areas through innovative approaches.

West Atlantic Master Plan (The Set Transformation Plan):

<https://delraycra.org/wp-content/uploads/2023/05/TheWestAtlanticMasterPlan-web.pdf>

### **PROPERTIES**

Seventeen (17) CRA-owned Properties will be developed as part of this Redevelopment Project. The Properties are located on the main commercial corridor of West Atlantic Avenue between NW 9<sup>th</sup> Avenue and NW 8<sup>th</sup> Avenue; the Properties are situated within the Sub-Area 3 of the Delray Beach CRA District, which is a part of "The Set." The Properties will remain owned by the CRA at the completion of the Redevelopment Project.

The Set community brand was identified by the long-standing residential and business communities surrounding the West Atlantic Avenue corridor, from Interstate 95 to Swinton Avenue to signify and unify the area. The Set is predominately a single-family residential community with Delray Beach's main

streets of Fifth Avenue and Atlantic Avenue traversing the east-west and north-south corridors, respectively, of the western end of Downtown Delray Beach. The Properties are just minutes from Interstate 95 and approximately thirty minutes from both Fort Lauderdale International Airport and Palm Beach International Airport. Further, the Properties are across the street from Fairfield Inn & Suites, within walking distance of the Delray Beach Tennis Center, and two miles from the beach.

|    | Street Address                              | Parcel Control Number   |
|----|---------------------------------------------|-------------------------|
| 1  | 805 West Atlantic Avenue (Remediation Site) | 12-43-46-17-22-001-0090 |
| 2  | West Atlantic Avenue                        | 12-43-46-17-22-001-0101 |
| 3  | West Atlantic Avenue                        | 12-43-46-17-22-002-0140 |
| 4  | West Atlantic Avenue                        | 12-43-46-17-22-002-0130 |
| 5  | West Atlantic Avenue                        | 12-43-46-17-22-002-0100 |
| 6  | West Atlantic Avenue                        | 12-43-46-17-22-002-0090 |
| 7  | NW 9 <sup>th</sup> Avenue                   | 12-43-46-17-22-002-0010 |
| 8  | 23 NW 9 <sup>th</sup> Avenue                | 12-43-46-17-22-002-0040 |
| 9  | NW 9 <sup>th</sup> Avenue                   | 12-43-46-17-22-002-0050 |
| 10 | 15 NW 9 <sup>th</sup> Avenue                | 12-43-46-17-22-002-0080 |
| 11 | NW 8 <sup>th</sup> Avenue                   | 12-43-46-17-22-001-0030 |
| 12 | 8 <sup>th</sup> Ave S                       | 12-43-46-17-22-001-0060 |
| 13 | 16 NW 8 <sup>th</sup> Avenue                | 12-43-46-17-22-001-0070 |
| 14 | 20 NW 8 <sup>th</sup> Avenue                | 12-43-46-17-22-001-0040 |
| 15 | NW 8 <sup>th</sup> Avenue                   | 12-43-46-17-22-001-0080 |
| 16 | NW 9 <sup>th</sup> Avenue                   | 12-43-46-17-22-002-0030 |
| 17 | NW 9 <sup>th</sup> Avenue                   | 12-43-46-17-22-002-0020 |

All Properties are vacant and all Properties have a Land Use Designation of Commercial Core and a Zoning Designation of Central Business District.

Exhibit A includes a Property Map for the CRA-owned Properties that will be developed as part of this Redevelopment Project.

## **ENVIRONMENTAL REMEDIATION**

The CRA acquired 805 W. Atlantic Avenue in 2006. Previously a gas station, the site has been undergone environmental cleanup efforts and has been in active remediation and monitoring since that 2007. The CRA has been in regular contact with the Palm Beach County Department of Environmental Resources Management (ERM) and the Environmental Consultant tasked with the ongoing monitoring of the site. Both the ERM staff and the Environmental Consultant concur that the site can be safely developed at this time. Additionally, the Environmental Consultant is proactively seeking to move forward with final remediation efforts. Based on this information, the site has been incorporated into the Redevelopment Project.

## **CRA PROJECT SITE DEVELOPMENT STUDY**

In 2021, the CRA, alongside a consultant, prepared an Informational Report to analyze the potential use of modular building materials to redevelop the Redevelopment Project Site. The purpose of this Informational Report was to outline the potential development process considering the Redevelopment Project Site has been long vacant and has limited infrastructure.

The Informational Report is included as Exhibit B for informational purposes only and should not be solely relied on for preparing your Proposal submission, necessary development approvals, and cost projections.

## **V. SCOPE OF SERVICES**

Scope of Services shall be inclusive of all architectural, mechanical, electrical (including low voltage), plumbing, structural, civil, HVAC, geotechnical, landscape architectural, surveying, and any and all other related disciplines and components for a fully operational site.

Services shall be delivered via a progressive design-build delivery method with two (2) distinct phases. Phase 1 will encompass Pre-Construction and Design, and Phase 2 will encompass Construction.

### **REDEVELOPMENT PROJECT OBJECTIVES**

The CRA's objective for the Redevelopment Project is for a qualified Proposer and its Design-Build Team to design and construct a commercial redevelopment project utilizing modular construction and building methods and materials.

- The CRA expects the Redevelopment Project to be completed within a reasonable timeframe – to be determined by the Design-Builder and CRA.
- The CRA desires to establish a collaborative relationship with the Design-Builder that encourages innovation in the design and construction of the Redevelopment Project. The goal of innovation brought into the Redevelopment Project by the Design-Builder is to expedite the Redevelopment Project completion while optimizing the quality (design, materials, etc.) of the Redevelopment Project.
- Delivery of a high-quality Redevelopment Project such that the design incorporates sound design, engineering, and construction, and high-quality materials and workmanship through selection of experienced Key Team Members.
- The CRA anticipates and desires that the progressive design-build process will deliver an end product that meets the budget for the Redevelopment Project but also considers the future operating, management, and maintenance – including but not limited to costs, durability, sustainability, flexibility, safety, security.

### **Phase 1 - Pre-Construction and Design**

In this phase the Design-Builder shall assist the CRA in determining the final site plan and design of the Redevelopment Project. Phase 1 will include development of 100% design of the Redevelopment Project – including all site plan documents, design documents, and obtaining all necessary, and related, City of Delray Beach approvals, including any text amendments. The deliverables for Phase 1 will include all geotechnical engineering, surveys, site plan, all final design/engineering activities, complete specifications, 75% construction drawings (including interior of modular buildings), cost estimates throughout design development, community outreach, meetings with CRA staff and City Staff, presentations to CRA Board, City Boards, and City Commission,

As part of Phase 1, the Design-Builder will develop a Guaranteed Maximum Price (GMP) for the construction of the Redevelopment Project. Development of the GMP by the Design-Builder will use an “open book” method, including competitive bids from qualified subcontractors and vendors.

The following is a general overview of the responsibilities of the Design-Builder and the CRA during Phase 1. The responsibilities will be more particularly described within the Progressive Design-Build Agreement between the Design-Builder and the CRA.

### **Design-Builder**

- Perform Redevelopment Project management activities in accordance with the Progressive Design-Build Agreement.
- Develop the Redevelopment Project execution plan, including Redevelopment Project schedule.
- Perform site investigations – including underground for any existing utility infrastructure.
- Review City of Delray Beach Land Development Regulations.
- Identify any concerns and provide solutions.
- Produce the Basis-of-Design Report.
- Prepare all technical components for reports and submittals necessary to obtain final permits.
- Perform all studies to support design and cost estimating
- Develop and finalize design (including preparing and submitting intermediate design review packages) in accordance with the CRA, for the purposes of obtaining design approvals from the CRA and design and site plan approvals from the City of Delray Beach.
- Develop construction documents and value-engineering activities in coordination with the CRA. Documents will include but are not limited to, drawings, lists, and technical specifications completed to 75% percent level of completion.
- Submit any necessary alley/street abandonment requests to the City of Delray Beach and obtain necessary approvals.
- Submit any necessary relief requests (variances, waivers, etc.) to the City of Delray Beach and obtain necessary approvals.
- Submit any necessary Text Amendments to the City of Delray Beach and obtain necessary approvals.
- Submit any necessary design and site plan applications to the City of Delray Beach and obtain necessary development approvals.
- Identify Redevelopment Project permitting requirements and initiate certain permitting activities.
- Support CRA community outreach and engagement activities, attend CRA Board meetings, attend City board and Commission meetings to provide input regarding technical components of the Redevelopment Project.
- Attend regular meetings with the CRA on a mutually agreed upon schedule to communicate objectives, report on schedule and progress, discuss and resolve issues, obtain clarifications and approvals, etc.
- Prepare a project cost model, in a format established by the CRA, and provide detailed cost estimates as the design and design alternatives are advanced.
- Develop procurement documents for solicitation of competitive prices from suppliers and subcontractors.
- Submit a GMP or lump-sum price for Phase 2 - Construction, with the understanding that the pricing shall be subject to review on an open-book basis.
- Enter into negotiations with the CRA to establish final scope for Phase 2 and a GMP or lump sum price to permit and construct the Redevelopment Project. Based upon successful negotiations, execute an amendment to the Progressive Design-Build Agreement with the CRA to perform Phase 2 - Construction.

### **CRA**

- Provide funding for the Redevelopment Project.
- Timely reviews of materials provided by the Design-Builder.

- Provide access to the Redevelopment Project Site.
- Lead community outreach and engagement activities.

## **Phase 2 – Construction**

The GMP that is agreed upon by the Design-Builder and the CRA at the conclusion of Phase 1 will serve as the basis for Phase 2 – Construction. The CRA will seek authorization from the CRA Board for the GMP and to execute an amendment to the Progressive Design-Build Agreement (or a separate GMP Construction Agreement.) The CRA reserves the right to reject the GMP and may determine, in its sole discretion, that it is not in the public interest or the best interests of the CRA to continue with Phase 1 GMP negotiations or to move forward to Phase 2 of the Redevelopment Project or to execute an amendment to the Progressive Design-Build Agreement (or a separate GMP Construction Agreement). In the event of a rejection, the CRA will be liable for costs incurred to date.

The following is a general overview of the responsibilities of the Design-Builder and the CRA during Phase 2. The responsibilities will be more particularly described within the amendment to the Progressive Design-Build Agreement (or separate GMP Construction Agreement) between the Design-Builder and the CRA.

### **Design-Builder**

- Perform Redevelopment Project management activities in accordance with the Progressive Design-Build Agreement.
- Complete and submit the final (100%) construction documents (including custom interior of modular buildings for a variety of retail/restaurant/commercial uses) for purposes of obtaining necessary building permits for construction.
- Secure all necessary approvals and permits, including building permits.
- Procure all labor, materials, equipment, and subcontractors necessary to complete construction of the Redevelopment Project.
- Complete construction of the Redevelopment Project (including interior of modular buildings).
- Supervise subcontractors and all Design-Build Team Members.
- Coordinate with the City of Delray Beach and all utility providers for supply of power, telecommunications, and potable water.
- Maintain control of and secure Redevelopment Project site.
- Implement Redevelopment Project health and safety practices.
- Implement quality-management procedures.
- Complete Redevelopment Project documentation, including drawings conformed to the construction record.
- Provide warranty coverage.
- Attend regular meetings with the CRA on a mutually agreed-upon schedule to communicate objectives, report on schedule and progress, discuss and resolve issues, obtain clarifications, etc.
- Adhere to all permit requirements.

### **CRA**

- Provide funding for the Redevelopment Project.
- Provide access to the Redevelopment Project Site.
- Timely reviews of materials provided by the Design-Builder.
- Lead community outreach and engagement activities.

The preliminary list of responsibilities is not intended to describe all anticipated risks and responsibilities for the Redevelopment Project. As current Redevelopment Project development activities progress, the risk allocation may be expanded and revised as necessary to refine the CRA's approach to risk, and to ensure the most appropriate allocation of risk between the parties to the Progressive Design-Build Agreement. A draft Agreement containing the contractual terms and conditions and other provisions will be provided to the Successful Proposer.

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## **VI. QUALIFICATION AND EXPERIENCE REQUIREMENTS**

### **A. Qualification and Experience Requirements**

The Proposer and its Design-Build Team Members shall have the following mandatory minimum qualifications and experience as of the Proposal Submission Due Date and Time.

The Proposal shall demonstrate the Design-Build Team's ability to undertake the Redevelopment Project by providing the following qualification and experience requirements of the Proposer, Design-Build Team Members, and individual Key Team Members. The Proposer is responsible for ensuring that contact information contained in their submitted Projects of Similar Scope and Complexity is correct. The inability to contact a reference may have a detrimental impact on the evaluating qualifications.

Emphasis will be placed on past performance and expertise in performing substantive work on projects that are of similar scope and complexity. The CRA reserves the right to award more points to projects that have more of the characteristics set forth in the definition of Projects of Similar Scope and Complexity. The CRA also reserves the right to award more points to successful projects in which the Proposer, Design-Build Team Members, and/or individual Key Team Members had substantial responsibility for their respective scopes of work.

#### **Proposer**

- Proposer, as the Design-Builder, must be one of the following:
  - licensed, registered, and practicing and providing professional architectural services 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 the last five (5) years under its current business name; or
  - Licensed and registered general contractor under Florida Statute Section 489.119 for the last five (5) years under its current business name; or
  - Property developer operating in the State of Florida for the last five (5) years under its current business name; and
- Proposer must have the ability to obtain a performance and payment bond in an amount of \$10,000,000 (ten million dollars) or more. Proposer shall provide a letter signed by an authorized representative of Proposer's surety company (or agent) confirming that the Proposer can meet this minimum requirement. Any Proposer who fails to meet this mandatory minimum requirement will be considered non-responsive and will not be considered further by the CRA in this Procurement process. The surety shall be a company authorized to conduct business in the State of Florida with a minimum rating of A- VII or better. Letters indicating "unlimited" bonding capability are not acceptable; and
- Proposer must document that it has the ability to meet the minimum insurance requirements as set forth in the attached draft Insurance Requirements (Exhibit D). Proposer shall provide a letter from Proposer's insurance company or broker indicating that the Proposer is capable of complying with the insurance requirements. Any Proposer who fails to meet this mandatory minimum requirement will be considered to be non-

responsive and will not be considered further by the CRA in this Procurement process. The insurer shall be a company authorized to conduct business in the State of Florida with a minimum rating of “A-” as to management and no less than “Class VII” as to financial strength by Best’s Insurance Guide.

### **Design-Build Team and Key Team Members**

- Provide an Organizational Chart for the entire Design-Build Team (the individual entities that comprise the Design-Build Team, the individuals that will serve as Key Team Members and their roles and affiliations, subconsultants/subcontractors and their roles, etc.) for each Phase of the Redevelopment Project from pre-design through final acceptance and warranty period. Be certain to identify specific individuals for key functions and show interrelationships and reporting hierarchy. Note whether Key Team Members will be performing multiple functions. At a minimum, identify the Key Team Members performing the functions identified below. To the extent that the Proposer has additional Key Team Members that will serve in roles not listed below, the Proposer should include those individuals.
  - **Project Manager** – Primary contact responsible for the overall management and delivery of the Redevelopment Project during Phase 1 and Phase 2.
  - **Lead Architect** – Responsible for overseeing the obtaining the necessary approvals from the City of Delray Beach, and the completion of the design and construction documents and adherence to documents in Phase 2.
  - **Engineering Manager** – Responsible for delivery of all engineering services for the Redevelopment Project during all Phases.
  - **Pre-Construction Manager** - Responsible for constructability review, permit setup, cost estimating, procurement, and GMP development.
  - **Construction Manager** - Responsible for the delivery of Phase 2 of the Redevelopment Project.
  - **Site Superintendent** – Responsible for managing and overseeing on site Redevelopment Project activities; assigned to the field to manage, make safe, and provide quality control for all day-to-day construction activities, trades, staff.
- If the Proposer is a Joint Venture, all Joint Venture partners must have functional responsibilities for the Redevelopment Project. Specific duties, responsibilities, qualifications, and experience of each Joint Venture partner will need to be provided as well as a copy of the Joint Venture Agreement, any other related documents, and any other documents as may be requested by the CRA.

### **Past Performance with Projects of Similar Scope and Complexity**

- Proposers must demonstrate their qualification and experience performing design, construction, and project management services that relate to progressive design-build project delivery for commercial developments that utilized modular construction and

building methods and materials. Projects of Similar Scope and Complexity will be evaluated in this context.

Proposer shall submit the following experience for the Design-Build Team:

- Describe the Design-Build Team's past performance in successfully managing design, construction, project management services as it relates to progressive design-build project delivery for Projects of Similar Scope and Complexity that include the use of modular construction building methods and materials, especially for permanent modular buildings.
  - Describe the Design-Build Team's management and communication as an integrated team of design consultants, engineering consultants, general contractors, specialty subcontractors, and trade contractors. Include a description of any issues or problems that arose on the projects and how those issues or problems were resolved.
  - Describe the Design-Build Team's past performance in developing integrated design and construction schedules for Projects of Similar Scope and Complexity.
  - Describe the Design-Build Team's past performance in developing and/or managing costs within a Guaranteed Maximum Price.
  - Describe the Design-Build Team's past performance working together and/or describe the steps the Design-Build Team has taken to promote integration and a collaborative working environment. The CRA reserves the right to award more points to those teams who have previously worked together in a collaborative delivery model.
- Provide a list of **three (3)** Projects of Similar Scope and Complexity, including the planning, design, scheduling, permitting, and construction, to the Redevelopment Project described in this RFQ. Proposer's Projects of Similar Scope and Complexity, should include the following information:
    - Name of Project of Similar Scope and Complexity
    - Owner/Customer/Client
    - Location (include address)
    - Owner/Customer/Client Contact Name, Title, Phone Number, Email who can verify information submitted
    - Proposer's Role
    - Description of the delivery method and integration of design and construction
    - Project description, applicability and relevance of the Project of Similar Scope and Complexity to the Redevelopment Project described in this RFQ;
    - Name of each Key Team Member who is proposed for this Redevelopment Project who played a significant role on the Project of Similar Scope and Complexity, including a description of responsibilities and functions
    - The initial contract price, the final contract price, and an explanation for any difference between the two amounts

- The initial date scheduled for substantial completion, the actual date of substantial completion, and an explanation for any difference between the two dates
- Architectural renderings and/or plans, site plans, other design and construction documents
- Pictures of the final Project of Similar Scope and Complexity

### **Design-Build Design, Engineering, Permitting Past Performance and Approach**

- Describe the Design-Build Team's past performance in managing the design approval process, especially when text amendments to local ordinances and regulations are necessary.
- Describe the Design-Build Team's past performance in managing the design process of a project utilizing modular construction building methods and materials. Please specify the building methods and materials utilized.
- Describe the Design-Builder's Team's past performance with designing and permitting Projects of Similar Scope and Complexity. Include a description of any challenges that arose on the project and how those challenges were resolved.

### **Design-Build Construction Past Performance and Approach**

- Describe the Design-Build Team's past performance with construction management and construction of Projects of Similar Scope and Complexity. Include a description of any challenges that arose on the projects and how those challenges were resolved.
- Include in the narrative the Design-Build Team's approach to the following:
  - Sequencing construction activities
  - Coordinating design and construction of utility infrastructure
  - Minimizing impacts of construction activities to adjacent residential communities
  - Assessing whether the Design-Builder has achieved performance requirements
  - Change orders

### **Redevelopment Project Understanding and Key Considerations**

- The Proposer shall demonstrate it understands the CRA's goals and objectives for the Redevelopment Project. The Proposer shall identify any key considerations or challenges that could potentially impact the Redevelopment Project and discuss their approach to overcoming them in cooperation with the CRA. The Proposer shall format and provide content that meets the following requirements:
  - Redevelopment Project Understanding and Key Considerations – Provide a summary of the Proposer's understanding of the Redevelopment Project and discuss key issues to be addressed during the design, construction, and management of the Redevelopment Project.

- Collaborative Environment – Provide a narrative of Proposer's proposed approach to coordinating with Team Members, the CRA, and the CRA's Owner's Representative. Discuss briefly, how the Proposer would establish procedures in the management plan that would assist in anticipating any major problems in the Redevelopment Project, and how the Proposer and its Team would work cooperatively with the CRA in approaching effective solutions.
- Project Management – Discuss aspects of the project management approach that would deliver a high-level of communication, teamwork, emphasis on quality, accurate documentation, and schedule and budget control.
- Schedule – Describe Proposer's approach to the project schedule with specific focus on schedule development, considerations, concerns, issues, and challenges.
- GMP and Cost Control - Describe the Proposer's approach to developing a verifiable cost model, process to open book costs, development approach to GMPs and how costs will be controlled throughout GMP development and construction to deliver the Redevelopment Project scope within the Redevelopment Project Budget.
- Innovation - Describe potential innovative approaches for successfully completing the Redevelopment Project on time and within a fixed budget while meeting Redevelopment Project requirements without sacrificing quality, which may be employed on the Redevelopment Project.
- Quality – Provide a description of the Proposer's approach to quality. Discuss how quality of equipment and materials will be considered during design and construction, and how Proposer will be involved in this process.

See Section VII, Submittal Requirements, for further direction on the required format and order of the Proposal submission and any additional requirements.

Failure of a Proposer to include the Design-Build Team and Key Team Members that can perform the full Scope of Services and meet the mandatory Qualification and Experience Requirements may be cause for determination that the Proposer's Proposal is non-responsive and/or not responsible. 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, company, corporation. 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.**

## **B. Design-Build Team / Key Team Member Substitution**

Subsequent to submission of a Proposal and prior to award of an Agreement, the Design-Build Team and Key Team Members shall not be changed. Proposers shall not change any entity comprising the Design-Build Team or any Key Team Member without prior written approval by the CRA. The CRA reserves the right to request additional documentation 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.

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## **VII. SUBMITTAL REQUIREMENTS**

The following describes certain information and documents that must be submitted with each Proposal. Failure to provide any of the information or failure to provide the information in the required format may be cause for determination that a 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.

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 Proposer shall submit **one (1) original hard copy (original documents with wet signatures in blue ink) in a hard cover binder, and one (1) electronic, searchable .pdf file of the full Proposal on a USB drive.** Each Proposal shall contain a Table of Contents following the format outlined within this Section VI, Submittal Requirements, with each item listed in the Table of Contents separately tabbed (original hard copy) and bookmarked (PDF copy). Double-sided printing is permitted, provided that the Proposal complies with the format and order set forth in this Section. Pages must be 8.5 x11 inches in size and font size should be no smaller than 12.

Proposals must be fully completed and manually and duly signed (original, wet signature, blue ink) by an authorized corporate officer, principal, partner, or agent (as applicable). Anyone signing the Proposal, must file legal evidence of signature authority with the Proposal.

**PUBLIC DISCLOSURE:** All documentation and submittals provided to the CRA may be considered public documents under applicable laws and may be subject to disclosure. Proposers recognize and agree that the CRA will not be responsible or liable in any way for any losses that the Proposer may suffer from the lawful disclosure of information or materials to third parties. Any materials requested to be treated as confidential documents, proprietary information, or trade secrets must be clearly identified and readily separable from the balance of the Proposal. Such designations will not necessarily be conclusive, and Proposers may be required to justify why such material should not, upon written request, be disclosed by the CRA under the applicable public records act. Submission of any confidential information may 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.

CRA reserves the right to contact references (those provided by the Proposer and those not provided by the Proposer), investigate, and 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.

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

**A. Submitted Proposals shall be organized and formatted in the below manner and shall include the following:**

**1. Table of Contents**

The Table of Contents should follow in sequential order as specified in this Section. All pages of the Proposal must be consecutively numbered and correspond to the Table of Contents.

**2. Narrative/Executive Summary**

Proposer shall include a general introduction statement, thorough overview of the Proposer, overview/summary of the Proposer's qualifications and experience, and thorough overview of each firm, entity, etc. that comprises the Design-Build Team, overview/summary of each entity's qualifications and experience, and the Proposer's understanding of the Redevelopment Project.

If the Proposer is a Joint Venture, all Joint Venture partners must have functional responsibilities for the Redevelopment Project. Describe the specific duties, responsibilities, qualifications, and experience of each Joint Venture partner.

**3. Proposer's Information**

Proposer shall provide the following information:

- a) Proposer shall complete and submit the Proposal Acknowledgement Form and Proposer's Information Form provided in Section X, Required Forms.
- b) Anyone signing Required Forms as an authorized agent must submit legal evidence of signature authority with the Proposal.
- c) Proposer, as the entity submitting a Proposal, shall be one of the following:
  - i. licensed, registered, and practicing and providing professional architecture services and 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 submitting the Proposal), and shall identify the Proposer's number of years of experience in the professional discipline for which a Proposal is submitted.
    1. Provide a copy of license to practice and provide architectural services under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 481, "Architecture, Interior Design, and Landscape Architecture".
  - ii. a licensed, registered and practicing and providing general contractor services and 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 submitting the Proposal), and shall identify the Proposer's number of years of experience in the professional discipline for which a Proposal is submitted
    1. Provide a copy of general contractor license under Florida Statutes 489.119.

- iii. a property developer 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 submitting the Proposal), and shall identify the Proposer's number of years of experience in the professional discipline for which a Proposal is submitted
- d) Provide a copy of the Proposer's authorization to transact business in the State of Florida for the past five (5) years under its current business name (registration with the State of Florida Division of Corporations).

The CRA may consider a Proposal responsive where a Proposer has less than the stipulated minimum 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, company, or corporation. 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.**

- e) Description of the legal organizational structure of the Proposer (and its parent entity if it is a subsidiary) and that of all Team Members. Including state of organization or incorporation. Additionally:
  - i. Complete and submit the Corporate Structure Questionnaire for the Proposer and all Team Members.
  - ii. If the Proposer is a Joint Venture, all Joint Venture partners must have functional responsibilities for the Redevelopment Project. A copy of the Joint Venture Agreement will need to be included with the Corporate Structure Questionnaire.
- f) Identification of the Proposer's principals, partners, officers, directors, including names, addresses, emails, telephone and fax numbers. If the Proposer is a Joint Venture, provide requested information for each Joint Venture partner.
- g) 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.
  - i. If the Proposer is a not-for-profit entity, a complete list of the Board of Directors including names, addresses and phone numbers and the name of the Executive Director. If the proposing non-profit entity is affiliated with another entity for the purposes of this application or otherwise, please provide a statement representing the nature of the affiliation along with the other entity's name, address, phone number,

legal organizational structure (including state of organization or incorporation), and a listing of the Board of Directors, principals, officers, partners, etc.

- h) Provide details of any ownership changes to Proposer's organization in the past five (5) years or changes anticipated within six months of the Proposal Submission Due Date and Time (e.g., mergers, acquisitions, name changes, changes in executive leadership).

No brochures, pamphlets or marketing materials are to be included as part of the Proposal.

#### **4. Proposer's Financial Information**

- a) 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.
- b) Disclosure of any bankruptcies and legal actions involving the Proposer or any of the above or related parties and/or entities, including Team Members, during the past ten (10) years must be submitted with the Proposal (resolved and pending.) Information regarding any legal or administrative actions, past or pending, that might impact the capacity of the Proposer (or its principals or affiliates or Team Members) to complete the Redevelopment Project must be disclosed.
- c) Conflict of Interest  
Disclose the name of any principal, partner, officer, director, employee, staff member, agent, or personnel of the Proposer or of a Team Member who is also an employee of the CRA. Disclose the name of any CRA employee who owns, directly or indirectly, any interest in the Proposer, or that of the entities comprising the Design-Build Team, or any of the Proposer's branches, or that of the entities comprising the Design-Build Team. If no conflicts of interests are present, Proposer must submit a statement to that affect. Conflicts of interest may be grounds for the CRA to deem the Proposal non-responsive.

Proposer shall also submit the Conflict of Interest Form provided in Section X, Required Forms.

- d) Performance and Payment Bond  
The Proposer must provide evidence of its ability to secure and submit a Performance and Payment Bond in the amount of \$10,000,000 (ten million dollars) or more. Proposer shall provide a letter signed by an authorized representative of Proposer's surety company (or agent) confirming that the Proposer can meet this minimum requirement. Any Proposer who fails to meet this mandatory minimum requirement will be considered non-responsive and will not be considered further by the CRA in this Procurement process. The surety shall be a company authorized to conduct business in the State of Florida with a minimum rating of A- VII or better. Letters indicating "unlimited" bonding capability are not acceptable.

Sample of required of the required letter is provided in Section X, Required Forms.

e) Financial Capacity

The Proposer must submit with their Proposal evidence of its Financial Capacity to commence and complete the Redevelopment Project – Phase 1 and Phase 2.

Sample of the required letter is provided in Section X, Required Forms.

f) Insurance

Proposer must document that it has the ability to meet the minimum insurance requirements as set forth in the attached draft Insurance Requirements (Exhibit D). Proposer shall provide a letter from Proposer's insurance company or broker indicating that the Proposer is capable of complying with the insurance requirements. Any Proposer who fails to meet this mandatory minimum requirement will be considered to be non-responsive and will not be considered further by the CRA in this Procurement process. The insurer shall be a company authorized to conduct business in the State of Florida with a minimum rating of "A-" as to management and no less than "Class VII" as to financial strength by Best's Insurance Guide.

## 5) Design-Build Team

a) Organizational Chart

Provide an Organizational Chart for the Proposer's entire Design-Build Team (the individual entities that comprise the Design-Build Team, the individuals that will serve as Key Team Members and their roles and affiliations, subconsultants/subcontractors and their roles, etc.) for each Phase of the Redevelopment Project from pre-design through final acceptance and warranty period. Be certain to identify specific individuals for key functions and show interrelationships and reporting hierarchy. Note whether Key Team Members will be performing multiple functions. At a minimum, identify the Key Team Members performing the functions identified below. To the extent that the Proposer has additional Key Team Members that will serve in roles not listed below, the Proposer should include those individuals.

- **Project Manager** – Primary contact responsible for the overall management and delivery of the Redevelopment Project during Phase 1 and Phase 2.
  - Shall be directly employed by the Proposer.
- **Lead Architect** – Responsible for overseeing the obtaining the necessary approvals from the City of Delray Beach, and the completion of the design and construction documents and adherence to documents in Phase 2.
  - Must be licensed 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.
- **Engineering Manager** – Responsible for delivery of all engineering services for the Redevelopment Project during all Phases.

- Must be licensed 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.
  - **Pre-Construction Manager** - Responsible for constructability review, permit setup, cost estimating, procurement, and GMP development.
  - **Construction Manager** - Responsible for the delivery of Phase 2 of the Redevelopment Project.
    - Must have experience with modular building methods and materials – particularly permanent modular buildings.
  - **Site Superintendent** – Responsible for managing and overseeing on site Redevelopment Project activities; assigned to the field to manage, make safe, and provide quality control for all day-to-day construction activities, trades, staff.
- b) Provide a thorough resume for all Key Team Members.
- c) Provide licenses and certification for all entities comprising the Design-Build Team and Key Team Members, if required by the State of Florida, and if available.

**6) Past Performance with Projects of Similar Scope and Complexity**

See Section V, QUALIFICATION AND EXPERIENCE REQUIREMENTS, for required information.

Thoroughly describe the submitted Project of Similar Scope and Complexity, especially as it pertains to modular construction projects, and project management and construction experience on design-build projects for public agencies.

Failure to submit proof of at least three (3) Projects of Similar Scope and Complexity shall result in a non-responsive determination for the Proposal.

**7) Design-Build Design, Engineering, Permitting Past Performance and Approach**

See Section V, QUALIFICATION AND EXPERIENCE REQUIREMENTS, for required information.

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, especially as it pertains to modular construction projects, and project management and construction experience on design-build projects for public agencies.

**8) Design-Build Construction Past Performance and Approach**

See Section V, QUALIFICATION AND EXPERIENCE REQUIREMENTS, for required information.

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, especially as it pertains to modular construction projects, and project management and construction experience on design-build projects for public agencies.

**9) Redevelopment Project Understanding and Key Considerations**

See Section V, QUALIFICATION AND EXPERIENCE REQUIREMENTS, for required information.

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, especially as it pertains to modular construction projects, and project management and construction experience on design-build projects for public agencies.

**10) 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 Section X, Required Forms.

**11) Additional Considerations**

The Proposer should identify and provide any additional or unique resources, capabilities, or assets, not previously stated elsewhere in the Proposal, which the Proposer believes would be beneficial for the Evaluation Committee to consider when reviewing the Proposer's Proposal.

**12) Additional Required Forms**

Additional forms not previously listed are required to be submitted by the Proposer. All required forms shall be signed by an authorized agent 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 Progressive Design-Build Agreement.

- a. Scrutinized Companies Certification Pursuant to Florida Statutes §287.135
- b. Notification of Public Entity Crimes Law
- c. Notification of Public Records Law
- d. Drug-Free Workplace
- e. Non-Collusion Affidavit
- f. Truth-In-Negotiation Certificate
- g. E-Verify Affidavit

**B. Proposal Submission Format and Order**

To facilitate and expedite review, and to ensure that all Proposals can be evaluated on an equitable basis, the CRA requires that all Proposers prepare and submit their Proposal in the format stated above. 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.

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

A complete Proposal for this RFQ shall be delivered (by hand delivery or via mail; no electronic submissions) in accordance with the following:

**Proposal Submission Due Date: Tuesday, March 18, 2025 by 4:00PM EST**  
**Proposal Submission Location: Delray Beach CRA Office**  
**20 N Swinton Avenue**  
**Delray Beach, Florida 33444**

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

**RFQ CRA NO. 2025-01**  
**NW 800 BLOCK OF WEST ATLANTIC AVENUE –**  
**PROGRESSIVE DESIGN-BUILD REDEVELOPMENT PROJECT**

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 firm/entity desiring to be the Design-Builder will be considered in response to this RFQ. Team Members, sub-consultants/sub-contractors may be included in more than one Proposal submitted by more than one Proposer. A firm that submits a Proposal as a Proposer shall not be a Team Member, or 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 Team Members, 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 Christine Tibbs, Assistant Director, via email at [tibbsc@mydelraybeach.com](mailto:tibbsc@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.**

THIS SECTION IS INTENTIONALLY BLANK.

## **VIII. EVALUATION CRITERIA AND SELECTION PROCEDURES**

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

Sealed proposals may be submitted to the **CRA Office, 20 N Swinton Avenue, Delray Beach, Florida, 33444** until **4:00PM EST on Tuesday, March 18, 2025**. CRA Staff will open the timely received Proposals immediately after the Proposal Submission Due Date and 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 the award of the RFQ.

Proposers are advised that Proposals submitted with irregularities, omissions, errors, deviations, technicalities, and/or failures to use or complete the required forms 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, technicality, and/or failure to use or complete the required forms. It is at the sole discretion of the CRA to waive or not waive any irregularity, omission, error, deviation, technicality, and/or failure to use or complete the required forms. 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. Each Proposer shall promptly provide the CRA with any additional information reasonably requested by the CRA.

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 Services 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.

- **REVIEW OF PROPOSALS FOR RESPONSIVENESS**

Each Proposal will be reviewed by CRA staff to determine if the Proposal is responsive to the submission requirements outlined in this RFQ. A responsive Proposal is one that follows the requirements of this RFQ and includes all documentation, is submitted in the format outlined, is of timely submission, and has the appropriate required signatures. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

- **REVIEW OF PROPOSALS FOR RESPONSIBILITY**

Each Proposer will be reviewed to determine if the Proposer is a responsible Proposer. A responsible Proposer is a Proposer which the Evaluation Committee and CRA Board affirmatively determines (prior to the award) has the ability, capability, and skill to perform under the terms, conditions, and specifications of the RFQ; can provide the materials or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meets the qualification and experience requirements stated in this RFQ.

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

If oral presentations are conducted, the evaluation will be on the knowledge demonstrated by the Proposer and its Design-Build Team Members, as well as the Proposer's and its Design-Build Team's ideas and vision for services for the CRA. Consideration will be given for qualified answers, comprehensive explanations of relevant experience, and understanding of the requirements of the RFQ, and presentation style. Clarification information as well as information obtained during the oral presentation will be considered in the final evaluations and scores of Proposals.

Subsequent to oral presentations with the shortlisted Proposers, 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 composite scores will be used for a final ranking of all the Proposers (if oral presentations are conducted, the final composite scores of all short-listed Proposers will be used for the final ranking.) 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.

The CRA Board will have the following options:

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

Proposers may be invited to make a presentation at a scheduled and advertised CRA Board Meeting. Please note that the Evaluation Committee and the CRA Board may select a Proposer without allowing any presentations or interviews by any Proposer. For this reason, each Proposer must ensure that its proposal contains all of the information requested in this RFQ.

Subsequent to award of the RFQ by the CRA Board, the CRA will negotiate a Phase 1 fee with the Successful Proposer. In the event an agreement 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 highest-scoring Proposer, if applicable. The process may continue until an agreement acceptable to the CRA has been executed or all Proposals and/or Proposers are rejected. No Proposer shall have any rights against the CRA arising from such negotiation or termination thereof. All Proposers should be familiar with the requirements of Federal, State, County, City, and CRA statutes, ordinances, regulations, and policies to which this solicitation is subject. 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.

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 any and/or all submitted Proposals at any time, and/or re-issue the RFQ. 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 Design-Build Team and Key Team Members  | <b>25 Points</b>                |
| Design-Build Design, Engineering, Permitting – Past Performance and Approach | <b>20 Points</b>                |
| Design-Build Construction – Past Performance and Approach                    | <b>20 Points</b>                |
| Projects of Similar Scope and Complexity                                     | <b>20 Points</b>                |
| Redevelopment Project Understanding and Key Considerations                   | <b>15 Points</b>                |
|                                                                              | <b>100<br/>Total<br/>Points</b> |

## **C. Agreement**

Any agreement resulting from this RFQ will be submitted to the CRA Board for approval, as appropriate. The award of an Agreement, if any, shall be made to the Proposer whose Proposal shall be deemed by the CRA Board to be in the best interest of the CRA. Notice will be provided once the CRA Board selects a Proposer and awards an Agreement. Notwithstanding the rights of protest listed herein, the CRA's decision of whether to make the award and to which Proposer shall be final.

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

### **A. Addenda, Changes, Interpretations**

Any interpretations, corrections, clarifications, or changes to this RFQ will be made by addenda. Sole issuing authority shall be vested in the CRA. Addenda will be posted and available through the CRA notification methods stated within this RFQ. All addenda are a part of the RFQ solicitation documents, and each Proposer shall be bound by such addenda. It is the responsibility of each Proposer to read and comprehend all addenda issued. Failure of any Proposer to acknowledge an issued addendum in its Response will not relieve the Proposer from any obligation contained therein.

### **B. Inspection of Site**

Any interested party may visit the Properties at any time to become familiar with any conditions.

Proposers should carefully examine the Properties and the CRA District (<https://delraycra.org/property-map/>) 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.

### **C. Compliance with Legal Requirements**

This Procurement will be in accordance with the CRA's Purchasing Policies and Procedures and all applicable Federal, State, and local statutes, ordinances, regulations.

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

As to any matter relating to this RFQ, any Proposer, Design -Build 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 ([tibbsc@mydelraybeach.com](mailto:tibbsc@mydelraybeach.com)) prior to the Question Submittal Deadline. 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.

Communication with the CRA Chair, any CRA Commissioner, CRA Staff, or any other person working on behalf of the CRA regarding this RFQ or the Redevelopment Project may cause the firm involved to be disqualified from submitting a Proposal under this RFQ. Any verified allegation

that a responding Proposer or Design-Build Team Member or an agent or consultant of the foregoing has made such contact or attempted to influence the evaluation, ranking, and/or selection of short-listed Proposers may be the cause for CRA to disqualify the Proposer from submitting an RFQ or Proposal, to disqualify the Design-Build Team Member from participating in the Procurement, and/or to discontinue any further consideration of such Proposer or Design-Build Team Member.

## **E. Questions**

Questions and inquiries concerning this RFQ and the specifications contained herein, or the solicitation process shall be submitted in writing via email to Christine Tibbs, Assistant Director, at [tibbsc@mydelraybeach.com](mailto:tibbsc@mydelraybeach.com) no later than Friday, February 21, 2025, 5:00PM EST. Questions must be received prior to the Question Submittal Deadline. 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. All prospective Proposers are encouraged to independently verify the accuracy of any information provided.

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.periscopeholdings.com/s2g](http://www.periscopeholdings.com/s2g), and via email at [tibbsc@mydelraybeach.com](mailto:tibbsc@mydelraybeach.com). It is the Proposer's sole responsibility to ensure its review and receipt of all addenda.

## **F. 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.

By submitting a Proposal, Proposer agrees to all terms and conditions in this RFQ, which incorporates all addenda, appendices, exhibits, attachments.

Once the CRA Board selects the Proposals and awards the RFQ, the CRA shall negotiate the Progressive Design-Build Agreement for Phase 1 with the Successful Proposer. The negotiated Agreement shall then be presented to the CRA Board for consideration.

## **G. Award of Agreement**

An agreement may be awarded to the Successful Proposer for the Redevelopment 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 Florida Statutes, as amended, the CRA's Purchasing Policies and Procedures, and the terms, conditions, and specifications stated herein.

## **H. Unauthorized Work**

The Design-Builder 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 Design-Builder, prior to receiving the NTP, or during the term of the Agreement, shall be deemed non-compensable by the CRA. The Design-Builder shall not have any recourse against the CRA for prematurely performing any unauthorized work.

## **I. Substitution of Personnel**

It is the intention of the CRA that the Design-Builder's Team Members, Key Team Members, and/or Sub-Contractor(s)/Sub-Consultant(s) proposed for the Agreement will be available for the term of the Agreement. In the event the Successful Proposer wishes to substitute Design-Build Team Members, Key Team Members, Sub-Contractor(s)/Sub-Consultant(s), the Successful Proposer shall propose replacements/substitutions of equal or higher qualifications and all replacements/substitutions are subject to CRA approval. In the event replacements/substitutions are not satisfactory to the CRA and the matter cannot be resolved to the satisfaction of the CRA, the CRA reserves the right to cancel the Agreement for cause. Such approval or disapproval shall not be reasonably exercised.

## **J. 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 Services required under this RFQ that is not considered a Design-Build Team Member. 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 by the Proposer as part of its Proposal 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.

## **K. 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 individuals', firms', partnerships', companies', or corporations' behalf because of the insurer's poor financial condition or due to the insurer's failure to operate legally in the State of Florida.

Insurance requirements are provided in Exhibit D.

## **L. Responsible Proposer Determination**

Proposer is hereby notified that Section 287.05701, Florida Statutes, requires that the CRA may not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer.

## **M. Modification of Services**

The CRA may require additional items or services of a similar nature, but not specifically listed in the Agreement. The Design-Builder agrees to provide such items or services and shall provide the CRA prices on such additional items or services based upon a formula or method, which is the same or similar to, that used in establishing the prices set for in the Agreement. If the price(s) offered are not acceptable to the CRA, the CRA reserves the right to procure those items or services from other suppliers, or to cancel the Agreement upon giving the Design-Builder thirty (30) days written notice.

## **N. Non-Exclusive Contract**

Proposer agrees and understands that any resulting Agreement shall not be construed as an exclusive arrangement and further agrees that the CRA may, at any time, secure similar or identical services from another consultant at the CRA's sole option.

## **O. Protest**

A Proposer that has submitted a response to this RFQ and is adversely affected by the decision to award, may file a formal written protest through filing a type-written protest with the CRA office. The Proposer shall file its type-written protest with the CRA, delivered to the CRA Executive Director, at 20 N Swinton Avenue, Delray Beach, Florida, 33444, Monday through Friday, between the hours of 8:00 AM EST and 5:00 PM EST, excluding legal holidays. Protests shall not be accepted through email. 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. A written protest shall not challenge the specifications, scope of work/services, relative

weight of evaluation criteria, a formula for assigning points, any request for additional information from Proposers, to reject insufficient and unclear Proposals, ranking of Proposals, to negotiate an agreement, to abandon negotiations, and to approve a agreement.

The written protest must be received within three (3) 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 Periscope Holdings, [www.periscopeholdings.com/s2g](http://www.periscopeholdings.com/s2g). 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). 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.

THIS SECTION IS INTENTIONALLY BLANK.

## **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 the 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(s) 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
- Proposer Information 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
- Truth-In-Negotiation Certificate
- E-Verify Affidavit
- Sub-Contractor/Sub-Consultant Information Form
- Corporate Structure Questionnaire
- Sample Letter of Credit
- Sample Surety Performance and Payment Bond
- Sample Public Construction Bond
  - (Phase 2 ONLY. Sample is included for informational purposes and the Public Construction Bond will be required from the Design-Builder prior to execution of Amendment of Progressive Design-Build Agreement for Phase 2.)

## **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. \_\_\_\_ NO Addendum was received in connection with this RFQ.

C. The undersigned certifies that they are authorized to sign for the Proposer (additional proof shall be submitted as required in this RFQ).

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

E. The undersigned certifies that the Proposer satisfies all legal requirements to do business with the CRA and neither the Proposer nor its principals, Design-Build Team Members, or subcontractors are presently debarred or suspended by any Federal, State, County, or City of Delray Beach department or agency.

F. THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 120 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 2025-01: NW 800 BLOCK OF WEST ATLANTIC AVENUE – PROGRESSIVE DESIGN-BUILD REDEVELOPMENT PROJECT**

Proposer's Name: \_\_\_\_\_

Authorized Agent Name and Title (Print): \_\_\_\_\_

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

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

## PROPOSER INFORMATION FORM

**Provide all requested information below. And review all requirements listed in the RFQ to ensure all necessary information is submitted with the Proposal.**

PROPOSER NAME: \_\_\_\_\_

PRINCIPAL OFFICE ADDRESS: \_\_\_\_\_

LOCAL OFFICE ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

AUTHORIZED AGENT TITLE: \_\_\_\_\_

AUTHORIZED AGENT EMAIL: \_\_\_\_\_

PROPOSER REPRESENTATIVE NAME (if different from Authorized Agent): \_\_\_\_\_

PROSOSER REPRESENTATIVE EMAIL (if different from Authorized Agent): \_\_\_\_\_

PROPOSER REPRESENTATIVE PHONE NUMBER: (if different from Authorized Agent): \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_

REVIEW ALL SOLICITATION DOCUMENTS TO ENSURE ALL REQUIRED INFORMATION IS INCLUDED WITH THE SUBMITTED PROPOSAL.

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.

Proposer's Name: \_\_\_\_\_

Authorized Agent Name and Title (Print): \_\_\_\_\_

\_\_\_\_\_  
(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, partnership, company, or corporation 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 Proposer has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.

\_\_\_\_\_ The undersigned Proposer, 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 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 Name

certify that \_\_\_\_\_ does not:  
Proposer 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 Proposer of the DBCRA's determination concerning the false certification. The Proposer 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 Consultant 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 Proposer, I hereby certify that the company identified above in the section entitled "Proposer 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.

---

PROPOSER NAME

---

AUTHORIZED AGENT SIGNATURE

---

AUTHORIZED AGENT NAME

---

AUTHORIZED AGENT TITLE

---

DATE

## 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 Name

---

Authorized Agent Signature

---

Authorized Agent Name and Title (Print or Type)

---

Date

## **PUBLIC RECORDS LAW**

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

Pursuant to Chapter 119, *Florida Statutes*, Consultant 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. Consultant 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 Consultant does not transfer the records to the CRA, Consultant upon completion of the contract, shall transfer, at no cost, to the CRA all public records in possession of the Consultant or keep and maintain public records required by the CRA in order to perform the service. If the Consultant transfers all public records to the CRA upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant 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, CHRISTINE TIBBS, 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 [TIBBSC@MYDELRAYBEACH.COM](mailto:TIBBSC@MYDELRAYBEACH.COM).**

Acknowledged by:

---

Proposer Name

---

Authorized Agent Signature

---

Authorized Agent Name and Title (Print or Type)

---

Date

**DRUG-FREE WORKPLACE**

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

Acknowledged by:

\_\_\_\_\_  
Proposer Name

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

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

RFQ 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, company, partnership, corporation, 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, company, partnership, corporation, or person to fix the price or prices in the attached Proposal or any other Proposal, 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: \_\_\_\_\_

### **TRUTH – IN – NEGOTIATION CERTIFICATE**

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

Authorized Agent Name: \_\_\_\_\_

Authorized Agent Title: \_\_\_\_\_

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

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

## SUB-CONTRACTOR/SUB-CONSULTANT INFORMATION FORM

### Instructions

This form is to be completed and submitted in accordance with the requirements of the RFQ to which the Proposer is responding. Do not leave any blanks or fail to provide any information or details that are required. Failure to submit this form or the use of any other form will result in the rejection of a proposal as non-responsive. The failure to provide the information or details required by the form may result in the rejection of a proposal as non-responsive.

CRA RFQ No. and Title: \_\_\_\_\_

Proposer: \_\_\_\_\_

| Name of Sub-Consultant /Sub-Contractor | Address of Office Providing Services | Services to be Provided | License Numbers | Key Team Members from Sub-Consultant /Sub-Contractor |
|----------------------------------------|--------------------------------------|-------------------------|-----------------|------------------------------------------------------|
|                                        |                                      |                         |                 |                                                      |
|                                        |                                      |                         |                 |                                                      |
|                                        |                                      |                         |                 |                                                      |
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**DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY  
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**

1. Definitions:

"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, a vendor or consultant.

"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.

2. 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; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Delray Beach Community Redevelopment Agency ("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 the contract is a condition of the contract with the CRA; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, 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 the contract.

3. Contract Termination

a) If the CRA has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b) If the CRA has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

|                         |
|-------------------------|
| Company Name:           |
| Authorized Signature:   |
| Authorized Agent Name:  |
| Authorized Agent Title: |
| Date:                   |
| Phone:                  |

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ on behalf of \_\_\_\_\_ . He/she is personally known to me or has produced \_\_\_\_\_ as identification.

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

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial number, if any

## **CORPORATE STRUCTURE QUESTIONNAIRE**

1. Proposers shall complete the following information for the Proposed Design-Builder and all proposed Design-Build Team Members. Questionnaire may be expanded and additional pages may be attached to accommodate the inclusion of all information.

|                                                                    |  |
|--------------------------------------------------------------------|--|
| Legal Name                                                         |  |
| Street Address                                                     |  |
| Mailing Address                                                    |  |
| Local Office Address                                               |  |
| Authorized Agent Name                                              |  |
| Authorized Agent Title                                             |  |
| Authorized Agent Email                                             |  |
| Telephone Number                                                   |  |
| Fax Number                                                         |  |
| Type of Business                                                   |  |
| Federal Tax Identification Number                                  |  |
| Legal Structure                                                    |  |
| State of Incorporation or Organization                             |  |
| Date of Incorporation or Organization                              |  |
| Date Authorized to do Business in Florida                          |  |
|                                                                    |  |
| State License/Registration Numbers<br>(if required and applicable) |  |

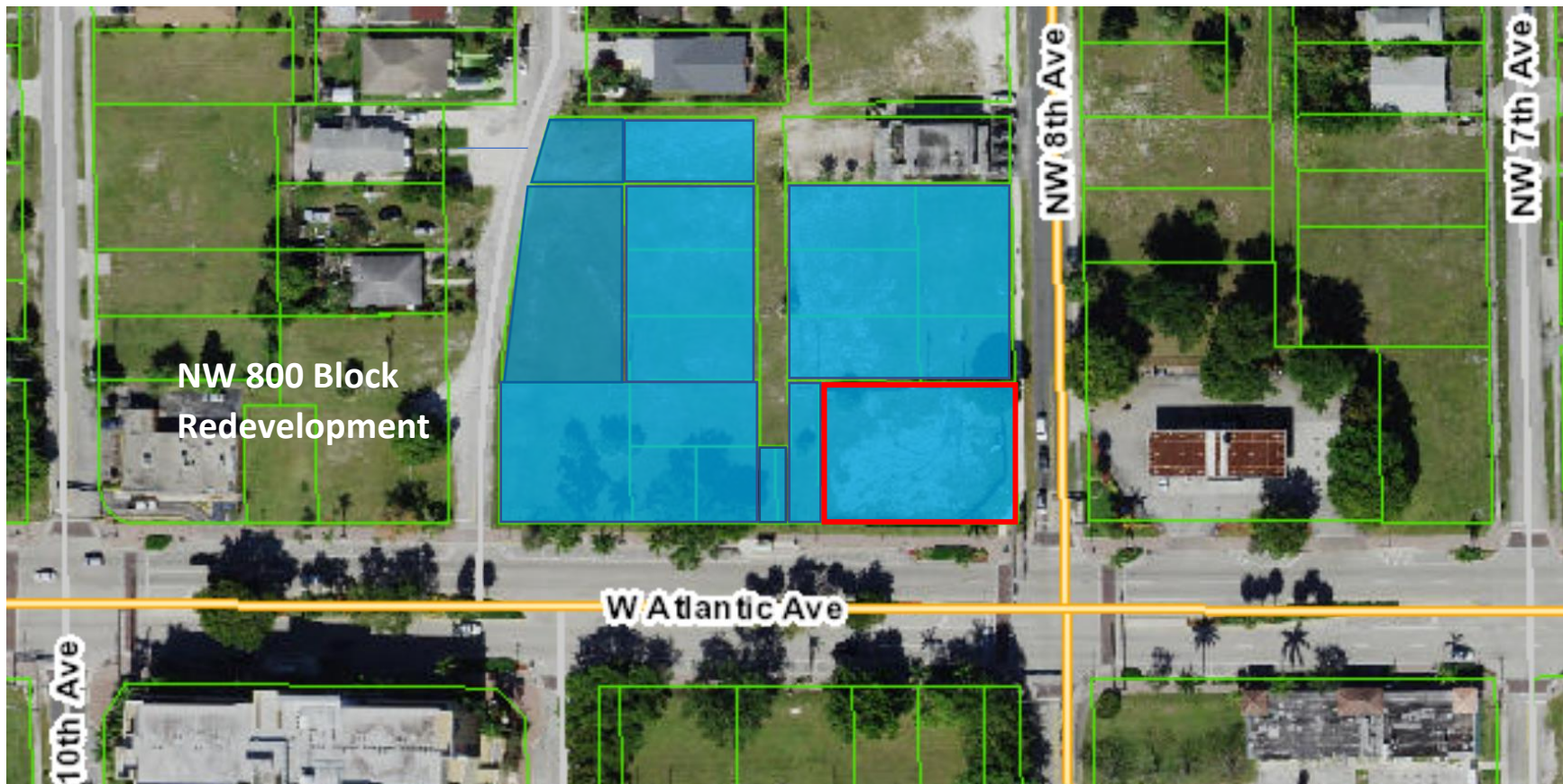
2. If the Proposed Design-Builder is a Joint Venture, Proposer must:
- a. Submit the above information for the Joint Venture as well as for each member of the Joint Venture; and
  - b. Attach a copy of the Joint Venture Agreement, and any other related documents, to this form.

## **XII. EXHIBITS**

- A. Properties Location Map
- B. Informational Report
- C. Insurance Requirements

## Exhibit A – Location Map

-  Project Area (CRA-owned properties)
-  Remediation Site (CRA-owned property)



# EXHIBIT B



800 Block  
W Atlantic Avenue, Delray Beach  
**Delray Shipping Container Business Park**  
Conceptual Design

September 23, 2022



**CPZ ARCHITECTS, INC.**

4356 WEST BROWARD BOULEVARD PLANTATION, FLORIDA 33317  
200 N EL MAR DRIVE, SUITE 200B, JENSEN BEACH, FLORIDA 34957  
TEL (954) 792-8525  
WWW.CPZARCHITECTS.COM

AA# 2600685



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#### **Project Approvals Narrative**

Summary of Environmental Conditions

City Approval Process



### EXECUTIVE SUMMARY

The Delray Beach CRA has requested CPZ Architects to assist with the conceptual development of a container park within the 800 Block of Atlantic Avenue. The site is currently vacant.

Our services include conceptual design, the review of the existing conditions / site infrastructure, construction cost analysis, environmental review on SE corner of site, and confirming City Approval Process.

Task 1 – Conceptual Design

Task 2 – Site Infrastructure

Task 3 – Cost Analysis

Task 4 – Project Approvals Narrative

**TASK 1 Conceptual Design** - CPZ Architects, Inc. has further developed a conceptual design of the proposed container park with the feedback received from the CRA Board and its staff. This design is even further developed to incorporate the site's infrastructure and recommendations from Mechanical, Electrical & Plumbing and Civil consultants along with City of Delray Beach Planning & Zoning staff.

#### Program:

##### Containers:

- Performance Stage
  - o 20'x40' covered area
- Retail vs Food Service
  - o (12) @ 8.5'x20' long
    - 6 food service
    - 6 retail
  - o 2 @ 8.5'x40' long
    - 1 food service
    - 1 retail
  - o Sq Ft summary
    - food service 1,360sf
    - Retail 1,360sf
- Restrooms (4) @ 8.5'x20'
  - o Men's (4) w/c, (2) urinals & (6) lavs
  - o Women's (6) w/c & (6) lavs

##### Park:

- Dining - Seating areas throughout – approximately 1,800sf total
- Children's play area
- Community Garden

##### Marketplace:

- Open air, under cover
- 60'x120' 7,200sf
- 100% transient retail

## CPZ ARCHITECTS, INC.

4316 WEST BROWARD BOULEVARD PLANTATION, FLORIDA 33317

200 N EL MAR DRIVE, SUITE 200, JENSEN BEACH, FLORIDA 34957

TEL (954) 792-8525

AA# 26000685

WWW.CPZARCHITECTS.COM



### Access to Park

- 39 parking spaces provided on site
- 37 parking spaces required - Parking requirements outlined by City Development Services staff via Staff Report dated 8/9/22 – see “Exhibit B” – final calculation to be reviewed and approved by City Planning & Zoning. A parking reduction request may be a consideration per LDR Section 4.6.9.
  - o Retail Containers – 1/500sf      1,360sf/500gsf = 2.72 spaces
  - o Retail Marketplace – 1/500sf      7,200sf/500gsf = 14.4 spaces
  - o Restaurant 6/1000sf      1,360sf@6/1000 = 8.16 spaces
  - o Dining areas 6/1000sf      1,800sf@6/1000= 10.8 spaces
- Community within walking / bicycle distance
- Public transportation, bus stop in front on Atlantic Avenue

The general site layout approach places the “noisy” activities along Atlantic and the quieter activities to the north. Site access will be focused to a main pedestrian entrance to the container park along Atlantic Avenue, a parking lot in the northeast corner with an additional access point to the market place along 8<sup>th</sup> Ave on the east.

**Task 2 Site Infrastructure** – We have reviewed existing site utilities with Delray Beach Utilities Department and have summarized findings and design guidelines in narratives for Civil, Mechanical, Electrical and Plumbing contained within this report.

**Task 3 – Cost Analysis** – CPZ was tasked with developing a construction cost estimate for the container park and a construction budget comparing it to a conventional commercial development. We have used the services of a construction cost estimator, CMS to assist in this budget. We have estimated the cost of construction for this container project to be approximately \$6.7m plus approximately 2.5% for Soft Costs. In comparison, a conventional development in similar function and scale is estimated to be \$10.7m for construction plus approximately 5% for soft costs. Attached construction cost estimate is contained within this report.

The anticipated conceptual duration for each type of project is as follows:

### Container Project – 60-82 weeks

1. Design / Site Engineering (6-8 weeks)
  - a. Design / Engineering - Container & pre-engineered steel structure (4-6 weeks) -running concurrently with Site Engineering.
2. Permitting / Approvals (24-32 weeks)
3. Fabrication (6-10 weeks)
4. Transport & Logistics (3 weeks)
5. Installation & site amenities (20-28 weeks)

### Conventional Project – (72-88 weeks)

1. Building Design / Site Engineering (12-16 weeks)
2. Permitting / Approvals (8 -12 weeks)
3. Construction (52-60 weeks)



**Task 4 Project Approvals Narrative** – We have reviewed existing ongoing environmental remediation with City staff and County consultants. We have also met with City Planning & Zoning to review City approval process. A summary is provided.

# CONCEPTUAL DESIGN



LEGAL DESCRIPTION:

PARCEL ID 12-43-46-17-35-001-0080  
LOT 8, BLOCK 1, J.G. FENNOS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, LESS THE EAST 25 FEET FOR ROAD RIGHT OF WAY, AS RECORDED IN PLAT BOOK 2, PAGE 89, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

TOGETHER WITH:

PARCEL ID 12-43-46-17-35-001-0030  
AND PARCEL ID 12-43-46-17-35-001-0040  
LOTS 3, 4 AND 5, BLOCK 1, LESS THE EAST TWENTY-FIVE FEET OF SAID LOTS 4 AND 5 FOR ROAD RIGHT-OF-WAY, J.G. FENNOS SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 89, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

TOGETHER WITH:

PARCEL ID 12-43-46-17-35-001-0070  
LOT SEVEN (7), BLOCK ONE (1), J.G. FENNOS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 89, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

TOGETHER WITH:

PARCEL ID 12-43-46-17-35-001-0060  
LOT 6, BLOCK 1, J.G. FENNOS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 89, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

TOGETHER WITH:

PARCEL ID 12-43-46-17-35-001-0101  
THE WEST 20 FEET OF LOTS 10 AND 11, BLOCK 1 AND THE EASTERLY ONE-HALF OF THE ABANDONED ALLEY LYING BETWEEN LOT 11, BLOCK 1 AND LOT 14, BLOCK 2 OF J.G. FENNOS SUBDIVISION OF SOUTH 1/2 OF SE 1/4 OF SE 1/4 OF NW 1/4 OF SECTION 17, TOWNSHIP 46, RANGE 43, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 89, LESS THE ROAD RIGHT-OF-WAY FOR STATE ROAD 806, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

TOGETHER WITH:

PARCEL ID 12-43-46-17-35-002-0090  
AND PARCEL ID 12-43-46-17-35-002-0140

LOT 9, BLOCK 2, AND LOT 14, BLOCK 2 AND THE WEST 1/2 OF ABANDONED 20 FT STREET ADJACENT THERETO, J.G. FENNOS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 89, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

TOGETHER WITH:

PARCEL ID 12-43-46-17-35-002-0080  
LOT 8, BLOCK 2, OF J.G. FENNOS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 89, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

TOGETHER WITH:

PARCEL ID 12-43-46-17-35-002-0050  
LOT 5, BLOCK 2, OF J.G. FENNOS SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 89, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

TOGETHER WITH:

PARCEL ID 12-43-46-17-35-002-0040  
LOT 4, BLOCK 2, J.G. FENNO SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 89, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

TOGETHER WITH:

PARCEL ID 12-43-46-17-35-002-0130  
LOT 13, BLOCK 2, J.G. FENNO'S SUBDIVISION OF THE CITY OF DELRAY BEACH, FLORIDA AS PER PLAT THEREOF ON TILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, PALM BEACH COUNTY, FLORIDA, IN PLAT BOOK 2, PAGE 89,  
LESS THAT PART OF SAID LOT 13 CONVEYED TO THE STATE OF FLORIDA IN OFFICIAL RECORD BOOK 1021, PAGE 408 TO WIT:  
THAT PART OF LOT 13, BLOCK 2, ACCORDING TO THE PLAT OF OF J.G. FENNOS SUBDIVISION OF SOUTH 1/2 OF SE 1/4 OF SE 1/4 OF NW 1/4 OF SECTION 17, TOWNSHIP 46, RANGE 43, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 89, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA WHICH LIES WITHIN 53 FEET OF THE BASELINE OF SURVEY ACCORDING TO THE TIGHT-OF-WAY MAP OF SECTION 93550-2601, STATE ROAD S-806 AS FILED IN MAP BOOK 3 AT PAGE 2Y-30 IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, PALM BEACH COUNTY, FLORIDA; SAID PART MEASURING 31.42 FEET ALONG THE EAST LINE OF SAID LOT 13 AND 32.10 FEET ALONG THE WEST LINE OF SAID LOT 13.

TOGETHER WITH:

PARCEL ID 12-43-46-17-22-002-0100  
LOTS 10, 11 AND 12, BLOCK 2, J.G. FENNO'S SUBDIVISION OF SOUTH 1/2 OF SE 1/4 OF SE 1/4 OF NW 1/4 OF SECTION 17, TOWNSHIP 46, RANGE 43, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 89, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

ALTOGETHER BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING:

**BEGINNING** AT THE NORTHWEST CORNER OF LOT 10, BLOCK 2, OF J.G. FENNO'S SUBDIVISION OF SOUTH 1/2 OF SE 1/4 OF SE 1/4 OF NW 1/4 OF SECTION 17, TOWNSHIP 46, RANGE 43, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 89, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE RUN N89°32'46"E ALONG THE NORTH LINE OF LOT 10, BLOCK 2 FOR A DISTANCE OF 90.00 FEET;

THENCE RUN N01°26'39"W ALONG THE WEST LINES OF LOTS 8, 5, AND 4, OF BLOCK 2 FOR A DISTANCE OF 135.00 FEET TO THE NORTHWEST CORNER OF LOT 4;

THENCE RUN N89°32'46"E ALONG THE NORTH LINE OF LOT 4, BLOCK 2 FOR A DISTANCE OF 90.00 FEET TO THE NORTHWEST CORNER OF LOT 4;

THENCE RUN S01°26'39"E ALONG THE EAST LINE OF BLOCK 2 FOR A DISTANCE OF 180.00 FEET TO THE NORTHEAST CORNER OF LOT 14, BLOCK 2;

THENCE RUN N89°32'46"E FOR A DISTANCE OF 20.00 FEET TO THE NORTHWEST CORNER OF LOT 11, BLOCK 1;

THENCE RUN N01°26'39"W ALONG THE WEST LINE OF BLOCK 1 FOR A DISTANCE OF 180.00 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK 1;

THENCE RUN N89°32'46"E ALONG THE NORTH LINE OF LOTS 3 AND 4 FOR A DISTANCE OF 155.00 FEET TO A POINT;

THENCE RUN S01°26'39"E ALONG A LINE 25.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF BLOCK 1 FOR A DISTANCE OF 135.00 FEET TO A POINT;

THENCE RUN S89°32'46"W ALONG THE SOUTH LINE OF LOTS 8 AND 7, BLOCK 1 FOR A DISTANCE OF 135.00 FEET TO A POINT;

THENCE RUN S01°26'39"E ALONG A LINE 20.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF BLOCK 1 FOR A DISTANCE OF 104.92 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC AVENUE (STATE ROAD 806), LYING 53.00 FEET NORTH OF AND RUNNING PARALLEL TO THE BASELINE OF SURVEY AS SHOWN ON THE RIGHT OF WAY MAP OF SECTION 93030-2506;

THENCE RUN N89°35'03"W ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 220.08 FEET TO A POINT ON THE WEST LINE OF LOT 11, BLOCK 2;

THENCE RUN N01°26'39"W ALONG THE WEST LINES OF LOTS 11 AND 10 OF BLOCK 2 FOR A DISTANCE OF 101.58 FEET TO THE **POINT OF BEGINNING**

CONTAINING 1.260 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS SHOWN ARE REFERENCED TO THE BASELINE OF ATLANTIC AVENUE (SR 806), BEARING S89°35'03"E AS PER FDOT R/W MAP SECTION 39030-2506. ALL OTHER BEARINGS ARE RELATIVE THEREUNTO.
2. ELEVATIONS SHOWN ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). BENCHMARK USED: FDOT BENCHMARK "C2" PER PROJECT NETWORK CONTROL SHEET 4138401, FDOT MONUMENT STAMPED "806-93-05-C02", ELEV=15.79'.
3. ALL COORDINATES AND DIMENSIONS ARE U.S. SURVEY FEET (12 METERS = 39.37 FEET), UNLESS SHOWN OTHERWISE.
4. ALL DIMENSIONS ARE CALCULATED UNLESS NOTED OTHERWISE
5. ONLY ABOVE GROUND IMPROVEMENTS LOCATED. NO SUBSURFACE INVESTIGATIONS WERE PERFORMED DURING FIELDWORK.
6. THERE IS NO OBSERVED PHYSICAL EVIDENCE OF LAND USE INDICATING A CEMETERY, WASTE DUMP, OR LANDFILL ON PREMISES AT THE TIME OF FIELDWORK.
7. NO TITLE SEARCH WAS PERFORMED BY THIS FIRM, SURVEY PERFORMED WITHOUT BENEFIT OF DEED.
8. LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THIS FIRM.
9. PARCEL ID NUMBERS AND OWNERSHIP OF PARCELS SHOWN WERE DETERMINED FROM PALM BEACH COUNTY PROPERTY APPRAISER'S DATA.
10. ACCURACY OF SURVEY CONTROL VERIFIED BY REDUNDANT MEASUREMENTS EXCEEDS THAT OF COMMERCIAL/HIGH RISK LINEAR (1 FOOT IN 10,000 FEET), AS PER FLORIDA RULE 5J-17.051.
11. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1:240 OR SMALLER

LAND TABULATIONS:

OVERALL PROPERTY AREA: 1.260 ACRES±  
BUILDING AREA: NONE OBSERVED  
PARKING SPACES: NONE OBSERVED

FEMA FLOOD ZONE DETERMINATION

FLOOD ZONE "X"  
PANEL # 12099C 0979F  
EFFECTIVE 10/05/2017  
COMMUNITY # 125102 - CITY OF DELRAY BEACH

ABBREVIATIONS LEGEND

POC = POINT OF COMMENCEMENT  
POB = POINT OF BEGINNING  
IP = IRON PIPE  
IR4 = 1/2" IRON ROD (#4 REBAR)  
IR5 = 5/8" IRON ROD (#5 REBAR)  
CM = CONCRETE MONUMENT  
PK = PARKER-KALON NAIL  
MAG = MAGNETIC NAIL  
FND = FOUND  
O/S = OFFSET  
TYP = TYPICAL  
PRM = PERMANENT REFERENCE MONUMENT  
PCP = PERMANENT CONTROL POINT  
BM = BENCHMARK  
EL OR ELEV = ELEVATION  
FFE = FINISHED FLOOR ELEVATION  
SF = SQUARE FEET  
AC = ACRES  
FNC = FENCE  
CLF = CHAIN LINK FENCE  
EOW = EDGE OF WATER  
UE = UTILITY EASEMENT  
FP&L = FLORIDA POWER AND LIGHT COMPANY  
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION  
CBS = CONCRETE BLOCK CONSTRUCTION  
S/T = SEPTIC TANK  
D/F = DRAINFIELD  
PP = POWERPOLE  
O/H = OVERHEAD  
MH = MANHOLE  
CB = CATCH BASIN  
F/H OR HYD= FIRE HYDRANT  
WM = WATER METER  
EOP = EDGE OF PAVEMENT  
BOC = BACK OF CURB  
R/W = RIGHT OF WAY  
R/R = RAILROAD  
C/L OR CL= CENTERLINE  
P/L OR PL= PROPERTY LINE  
(P) = PLAT DATA  
(L) = LEGAL DESCRIPTION DATA  
(M) = MEASURED DATA  
(C) = CALCULATED DATA  
(FDOT)= F.D.O.T. R/W MAP DATA  
SEC = SECTION  
TWP = TOWNSHIP  
RGE = RANGE  
R = RADIUS  
L = LENGTH  
Δ = CENTRAL ANGLE  
CHD = CHORD  
CBG = CHORD BEARING  
NR = NON-RADIAL  
PT = POINT OF TANGENCY  
PC = POINT OF CURVATURE  
PRC = POINT OF REVERSE CURVATURE  
PCC = POINT OF COMPOUND CURVATURE  
STA = STATION  
FB = FIELDBOOK  
PB = PLAT BOOK  
OR = OFFICIAL RECORDS BOOK  
PG = PAGE  
PSM = PROFESSIONAL SURVEYOR AND MAPPER  
LB = PROFESSIONAL SURVEYING AND MAPPING BUSINESS

SYMBOLS LEGEND

☪ = WOOD UTILITY POLE  
⊠ = CONC. UTILITY POLE  
☼ = LIGHT POLE  
↘ = GUY WIRE ANCHOR  
⛑ = FIRE HYDRANT  
⚡ = WATER VALVE  
Ⓜ = WATER METER  
Ⓢ = ELECTRIC PULL BOX  
⚙ = SEWER VALVE  
Ⓢ = SEWER MANHOLE  
Ⓢ = DRAINAGE MANHOLE  
Ⓢ = DISABLED PARKING  
➡ = TRAFFIC DIRECTION  
x 0.00' = SPOT ELEVATION

TREE ABBREVIATIONS

QIN = DIAMETER AT BREAST HEIGHT(INCHES)  
CP = CABBAGE PALM  
RPALM = ROYAL PALM  
PALM = OTHER PALM  
BO = BLACK OLIVE  
OAK = OAK TREE  
BB = BOTTLE BRUSH  
TAB = TABEBUIA  
UCAL = EUCALYPTUS  
FIG OR SF=STRANGLER FIG  
FIC = FIGUS  
GL = GUMBO LIMBO  
PINE = PINE TREE  
MAGN = MAGNOLIA  
CYP = CYPRESS  
MAPLE = MAPLE TREE  
HOLLY = HOLLY TREE  
JACA = JACARANDA  
UNK = UNKNOWN TREE

☼ = COMMON TREE TYPES (E.G., OAK)  
☼ = SPECIMEN TREE (E.G. TROPICAL HARDWOODS)  
☼ = NEEDLE BEARING TREE (E.G., PINE OR CYPRESS)  
☼ = CABBAGE PALM  
☼ = OTHER PALM

CERTIFIED TO:

1. DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

SURVEYOR'S CERTIFICATE

I, WILLIAM J. WRIGHT, DO HEREBY CERTIFY THAT I AM A DULY LICENSED AND PRACTICING PROFESSIONAL SURVEYOR AND MAPPER IN THE STATE OF FLORIDA; ALSO THAT THE SKETCH OF THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 5J-17 OF FLORIDA ADMINISTRATIVE CODE, AND THAT UNDER MY SUPERVISION DID MAKE AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN, AND THAT SAID SURVEY WAS PHYSICALLY MADE ON THE GROUND PER RECORD DESCRIPTION AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WILLIAM J. WRIGHT, P.S.M., ON DATE SHOWN, USING AN SHA-1 AUTHENTICATION CODE:  
THE SHA-1 AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PAPER COPIES OF THIS SURVEY NOT VALID WITHOUT ORIGINAL INK SIGNATURE AND RAISED SEAL.

NAVD88

JOB No. 21-0139  
Sheet No. 1 OF 1

WrightPSM, LLC  
PROFESSIONAL SURVEYING AND MAPPING  
1248 SE 12TH AVE DEERFIELD BEACH, FL 33441  
info@wrightpsm.com (772) 538-1858 www.wrightpsm.com  
CERTIFICATE OF AUTHORIZATION NO. L.B.8186

BOUNDARY AND TOPO SURVEY FOR

DELRAY BEACH

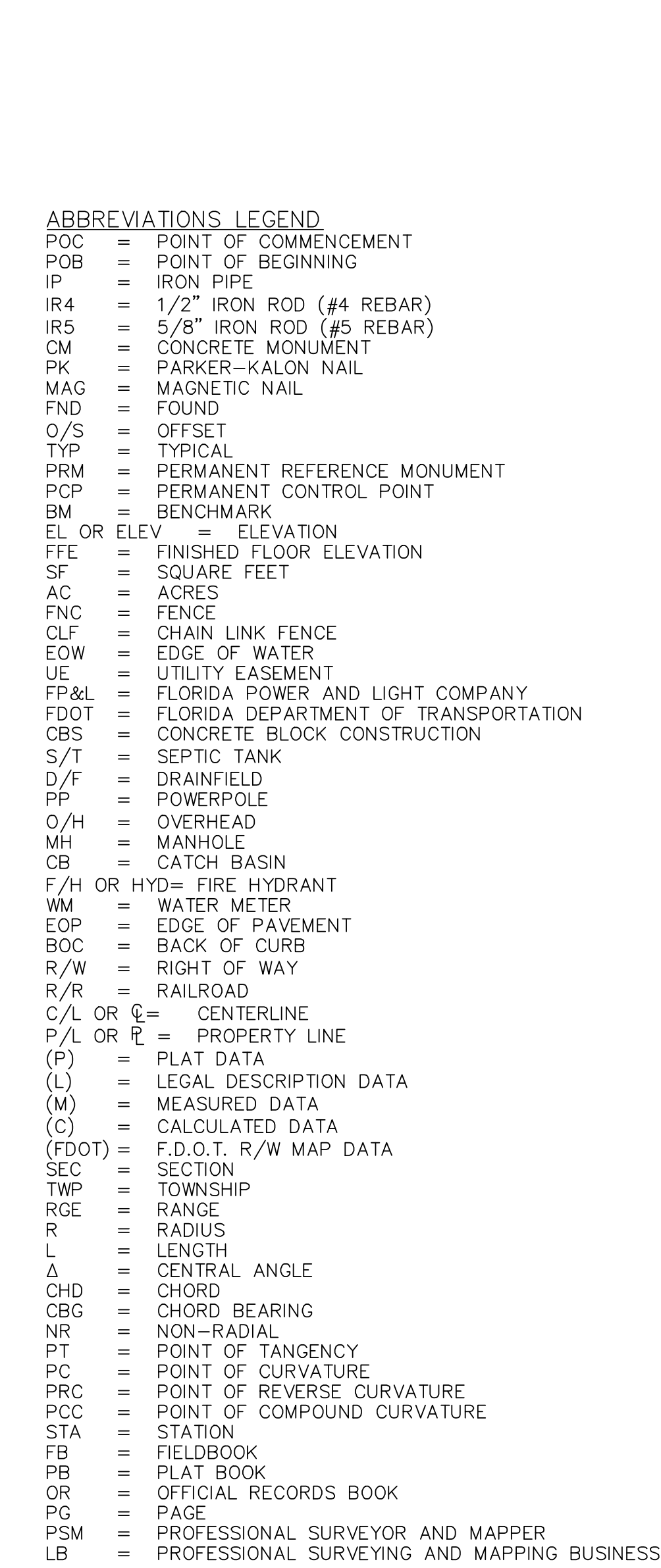
COMMUNITY REDEVELOPMENT AGENCY

Scale 1" = 20'  
Drawn WJW  
Checked WJW

By F.B.&P.G. J.W.W.

Date of Survey 05/10/2021

Description BOUNDARY AND TOPO SURVEY



### SYMBOLS & LEGEND

|                                                                                       |                     |
|---------------------------------------------------------------------------------------|---------------------|
|  | =WOOD UTILITY POLE  |
|  | =CONC. UTILITY POLE |
|  | =LIGHT POLE         |
|  | =GUY WIRE ANCHOR    |
|  | =FIRE HYDRANT       |
|  | =WATER VALVE        |
|  | =WATER METER        |
|  | =ELECTRIC PULL BOX  |
|  | =SEWER VALVE        |
|  | =SEWER MANHOLE      |
|  | =DRAINAGE MANHOLE   |
|  | =DISABLED PARKING   |
|  | =TRAFFIC DIRECTION  |
|  | =SPOT ELEVATION     |

| TREE                                                                                  | ABBREVIATIONS                             |
|---------------------------------------------------------------------------------------|-------------------------------------------|
| QOIN                                                                                  | =DIAMETER AT                              |
|                                                                                       | BREAST HEIGHT(INCHES)                     |
| CP                                                                                    | =CABBAGE PALM                             |
| RP                                                                                    | =ROYAL PALM                               |
| PALM                                                                                  | =OTHER PALM                               |
| BO                                                                                    | =BLACK OLIVE                              |
| OAK                                                                                   | =OAK TREE                                 |
| BB                                                                                    | =BOTTLE BRUSH                             |
| TAB                                                                                   | =TABEBUIA                                 |
| UCAL                                                                                  | =EUCALYPTUS                               |
| FIG OR                                                                                | =STRANGLER FIG                            |
| FIG                                                                                   | =FICUS                                    |
| GL                                                                                    | =GUMBO LIMBO                              |
| PINE                                                                                  | =PINE TREE                                |
| MAGN                                                                                  | =MAGNOLIA                                 |
| CYP                                                                                   | =CYPRRESS                                 |
| MAPLE                                                                                 | =MAPLE TREE                               |
| HOLLY                                                                                 | =HOLLY TREE                               |
| JACA                                                                                  | =JACARANDA                                |
| UNK                                                                                   | =UNKNOWN TREE                             |
|  | =COMMON TREE TYPES<br>(E.G., OAK)         |
|  | =SPECIMEN TREE                            |
|  | (E.G., TROPICAL HARDWOODS)                |
|  | =BEARING TREE<br>(E.G., PINE OR CYPRRESS) |
|  | =CABBAGE PALM                             |
|  | =OTHER PALM                               |























**800 BLOCK**  
*800 W ATLANTIC AVE. DELRAY BEACH, FL 33444*

**CPZ ARCHITECTS, INC.**

4316 West Broward Boulevard, Plantation, FL 33317  
200 N El Mar Drive, Suite 200, Jensen Beach, FL 34957  
Tel (954) 792-8525 • [www.cpzarchitects.com](http://www.cpzarchitects.com) • AA# 26000685





# SITE INFRASTRUCTURE





## 800 DELRAY BLOCK SHIPPING CONTAINER BUSINESS PARK CONCEPTUAL DESIGN NARRATIVE

### OVERVIEW:

- A. The following conceptual design narrative describes Electrical, HVAC, and Plumbing design for the proposed 800 Delray Block Shipping Container Business Park development in Delray Beach, FL.
- B. Summary: Conceptual design for the 800 Delray Block Shipping Container Business Park development includes the following spaces to be addressed by new Electrical, HVAC, and Plumbing services as described below. See Conceptual Design Drawings by CPZ Architects for space distribution.

### HEATING, VENTILATING, AND AIR CONDITIONING

#### 1. Codes and Standards:

The structures shall be provided with systems in accordance with:

- 2020 Florida Building Code 7<sup>th</sup> edition
- 2020 Florida Mechanical Code 7<sup>th</sup> edition
- 2020 Florida Energy Code 7<sup>th</sup> edition
- 2020 Florida Plumbing Code 7<sup>th</sup> edition
- 2020 Florida Fuel Gas Code 7<sup>th</sup> edition
- NFPA 90A (2018), 96 (2017), 101 (2018)

#### 2. Design Conditions:

- Summer Outside: 90.0°F DB/ 78.1°F WB
- Winter Outside: 49.9°F
- Summer Inside: 75°F DB/ 50%RH
- Winter Inside: . 70°F

#### 3. Building Envelope Criteria:

Cooling/heating load calculations are currently based on the 2020 Florida Building Code, Energy Conservation, prescriptive minimums for Climate Zone 2A (Palm Beach County, Florida):

- Climate Zone (Zone 2A)
- Roof: U-0.035, R-19 + R-11 LS
- Walls (Metal building): U-0.079, R-13 + R-6.5ci
- Slab-on-grade Floors: R-NR, F-0.73
- Fenestration (glazing): Solar Heat Gain Coefficient (SHGC)-0.25, U-0.65



#### **4. Ventilation Requirements:**

- Ventilation for all areas shall comply with ASHRAE 62.1
- Alternate compliance is per 2020 Florida Building Code, Mechanical - Chapter 4.

#### **5. Internal Heat Gain Criteria:**

- Per ASHRAE 90.1
- Equipment Power Densities per ASHRAE 90.1 User's Manual and 2021 ASHRAE Handbook of Fundamentals.

#### **6. Noise Criteria (NC)**

- Retail: NC 35
- Restaurants: NC 40

#### **7. Building HVAC Systems:**

The total building tonnage is estimated at 49 total tons:

- 30 Total tons for the 20' long containers with kitchen component.
- 7 Total tons for the 40' long container with kitchen component
- 6 Total tons for the 20' long retail containers.
- 2 Total tons for the 40' long retail container.
- 4 Total tons for the 20' long restroom containers.

#### **Split DX Systems:**

- The HVAC system will be made up of multiple split dx heat pump systems ranging from 1 ton to 5 tons.
- All condensing units shall be mounted on supports attached to the container.
- All condensers shall be coated with a min. 4000 hr salt resistance coating.
- All condensers shall be hurricane strapped to structure.
- All refrigerant piping located on the exterior of the building will be provided with a UV & corrosion resistant coating.
- All refrigerant piping located underground shall be installed in PVC carrier piping.
- All refrigerant piping located in exposed areas subject to damage shall be provided with embossed aluminum jacketing for protection.
- All refrigerant piping shall be supported every 6'-0" to prevent sagging in piping. Piping shall be properly supported and strapped to the container structure.



### **Ventilation System:**

- A. Ventilation will be provided via a roof-mounted exhaust fans and will use the containers' prefabricated openings for air intake.
- B. All bathroom exhaust air will be handled by dedicated roof-mounted exhaust fans.

### **8. Retail & Kitchen Spaces:**

- A. Spaces will be served by wall mounted fan coil units.
- B. Thermostats will be provided in each zone served by a fan coil unit.
- C. Kitchen hood exhaust will be ducted vertically to a roof-mounted grease-rated exhaust fan.
- D. Kitchen hood make-up air will be via a filtered roof-mounted supply fan.

## **PLUMBING**

### **1. Codes and Standards:**

The building shall be provided with systems in accordance with:

- 2020 Florida Building Code – Building
- 2020 Florida Building Code – Mechanical
- 2020 Florida Building Code – Energy Conservation
- 2020 Florida Building Code – Plumbing
- 2020 Florida Building Code – Fuel Gas

### **2. Domestic water:**

Water Supply:

- A new 2-1/2" metered domestic water service shall be extended and brought into the site. Connection point, meter location, and pipe routing to be determined.
- A new domestic water service shall be extended to each shipping container from the new main on site. Estimated domestic water service size as follows:
  - Containers with kitchen service: 1"
  - 20' Containers without kitchen service: 3/4"
  - 40' Containers without kitchen service: 3/4"
  - Bathroom unit: 2"
- Each trailer connection will have a backflow preventer located outside the container.



#### Cold Water System:

- The water pipe entering the unit is to be connected to a PEX manifold. Each fixture will be provided with a dedicated pipe from the manifold (including the water heater).
- Cold water system is designed with a maximum velocity of 6 fps and a friction head loss criterion of 4psi per 100 ft of pipe.

#### Hot Water System:

- Hot water will be provided in each shipping container unit by a tank-less type electric water heater.
- The outlet pipe from the water heater is to be connected to a PEX manifold. Each fixture requiring hot water will be provided with a dedicated pipe from the manifold.
- Restrooms will have a dedicated water heater located in a coordinated location.
- Above ground common areas hot water piping shall be insulated.
  - a. 1" thick insulation to be provided to pipes with sizes from 1/2" to 1-1/4".
  - b. 1-1/2" thick insulation to be provided to pipes with sizes from 1-1/2" to 6"
- Hot water system is designed with a maximum velocity of 4 fps and a friction head loss criterion of 3psi per 100 ft of pipe.

### 3. Sanitary Waste and Vent:

- A new 4" sanitary waste main shall be extended and brought into the site. Connection point and pipe routing to be determined.
- Sanitary waste shall be collected from fixtures throughout the containers and directed via interior piping to locations 5' outside of the unit, where it shall ultimately be routed to the site system. Estimated sanitary waste size as follows:
  - Containers with kitchen service: 4"
  - Containers without kitchen service: 2"
  - Bathroom units: 4"
- Vent system will penetrate the roof 10 ft away from any HVAC system air intake.
- All floor drains will be provided with trap primers unless trap seals are preferred.



#### **4. Grease Waste:**

- Grease waste shall be collected from fixtures from the kitchens and directed via interior piping to locations 5' outside of the building, where it shall ultimately be routed by Civil Engineer to the site system.
- A Code compliant grease interceptor system will be designed for each of the kitchens.
  - Estimated grease interceptor size: 75 GPM / 125-gal liquid capacity.

#### **5. LP Gas:**

- At this point in time there is no natural gas service planned for the site.
- Each container, where required for specific use, will be fitted with an independent liquid propane tank on an exterior mounting bracket. A pressure regulator and main isolation valve shall be provided outdoors. The service shall be split to serve the kitchen (where applicable), and an emergency generator, if/as required.
- Shut off valves shall be provided at each appliance/equipment connection to the distribution system as required.

#### **6. Plumbing Equipment:**

- Hot water for units is to be provided by tank-less instantaneous electric water heater system.

#### **7. Plumbing Materials:**

- Domestic Water:
  - Main water distribution: Copper
  - Containers' distribution: PEX or CPVC
- Sanitary Waste and Vent:
  - Below ground: Sch 40 PVC
  - Above ground: Sch 40 PVC
- Grease Waste:
  - Below ground: Sch 40 PVC
  - Above ground: Sch 40 PVC
- LP Gas:



- Above ground: Black Steel

## **ELECTRICAL**

### **1. Codes and Standards:**

The building will be provided with systems in accordance with:

- 2020 Florida Building Code.
- 2020 Florida Energy Conservation Code
- 2017 National Electrical Code (NFPA 70)
- 2018 Life Safety Code (NFPA 101)
- Local applicable codes, ordinances, and standards.

### **2. Power Distribution**

1. Retail Tenants, Restaurant Tenants, and House: The anticipated service size will be 1200A @ 240/120V, 1-phase (Available Voltage and Phase will be coordinated with utility during design). The service will feed through a CT Cabinet to an 1200A main disconnect attached to a wireway. The wireway will then be tapped by (2) 600A, 208/120V, 1-phase, NEMA-3R panelboards which will ultimately feed all the container tenants. New oil filled utility transformer shall be located on site. Utility transformer size and location will be coordinated and confirmed by the local utility company. The transformer and primary feeder duct bank will be installed by the contractor. The transformer, high voltage cable, and terminations will be provided by the utility company. Any connection charge associated with the new service will be paid for by the owner.
2. Power densities allowances will vary by use group. Estimated connected loads are indicated below:
  - Retail (21.0 w/sf) approximately: 1.5 w/sf for lighting, 1 w/sf for convenience power usage, 15 w/sf for HVAC, 2 w/sf for motors and 1.5 w/sf for miscellaneous systems
  - Restaurant (85 w/sf) approximately: 1.5 w/sf for lighting, 5 w/sf for convenience power usage, 35 w/sf for HVAC, 40 w/sf for kitchen equip, 2 w/sf for motors and 1.5 w/sf for miscellaneous systems.
  - Restrooms (14w/sf) approximately: 3 w/sf for lighting, 6w/sf for HVAC, 5w/sf miscellaneous systems.
  - Outdoor Amenity Spaces: (0.5 w/sf) approximately 0.5 w/sf for lighting.



3. Restaurant / Retail tenants will be provided empty conduits with pull strings run underground to the rear of their space for power and telephone/data. Tenant panel sizes will be determined during the tenant fit-out design.
4. A house panel will be provided for restrooms, site lighting, and amenity spaces.
5. All electrical equipment will be fully rated for the fault current available at their point of application in accordance with the NEC. Series rated equipment is not acceptable.
6. Bolt on breakers will be used for commercial panel boards & loadcenters. Typewritten circuit directories will be provided by the electrical contractor at the completion of the project and after load balancing.
7. Electrical equipment will be as manufactured by Eaton, Siemens, GE or Square D.
8. Surge protective devices will be provided for the (2) 600A panels.

### **3. WIRING DEVICES**

1. Wiring devices will be specification grade type as manufactured by Hubbell, Pass & Seymour, Cooper Wiring Devices. GFCI type receptacles will be installed per NEC requirements. Cover plates will be screwless, of a break resistant "Noryl" type material. Exterior covers will be clear, "weatherproof while-in-use" type. Outlet boxes will be galvanized steel or plastic and will not be mounted back-to-back. USB receptacles will be used for convenience within amenity spaces.
  - Receptacles: NEMA WD6, configuration 5-20R, duplex.
  - Switches: quiet type, single or three-way, 20 Amp, 120/277 V.
2. Branch circuit design will be based on the following:
  - 20A, 120V branch circuit: 1920 W maximum.
3. Location of outlets will be as follows:
  - Public Toilet rooms: one GFCI duplex.
  - Near electrical and mechanical equipment.
  - Exterior doors: one GFCI duplex (weatherproof) within 6' of door.
  - Rooftop equipment: one GFCI duplex (weatherproof) within 25'.



#### **4. WIRE, CABLE and RACEWAYS**

1. All conductors will be copper with THHN/THWN insulation or SE type. Service, feeder, and branch circuit conductors will be color coded throughout for identification. All exposed wiring will be in conduit. Minimum conduit size for power and lighting circuits will be 3/4". Short lengths of flexible metal conduit can be used for connection to transformers, motors, and light fixtures.

#### **5. LIGHTING SYSTEM**

1. Lighting will be selected by the architect and reviewed for code compliance and design intent by the engineer. Light fixtures will be LED.
2. For lighting control, dual technology type occupancy sensors will be provided in areas where required to meet 2020 FECC requirements. Storage rooms will be controlled via vacancy sensors. Site lighting will be on a single photocell for on and time off control. Daylight harvesting will be used where required by 2020 FEC requirements.
3. Illumination Levels: (average maintained)
  - Restrooms 25 fc
  - Storage Rooms 20 fc
  - Shell spaces 1 fc minimum required along egress path
  - Site Lighting 1fc min
  - Egress Lighting 1fc avg

#### **6. GROUNDING SYSTEM**

1. Ground rods will be provided at the service entrance. The building steel as well as electrical and low voltage systems will be bonded to the building service entrance. A separate ground conductor will be provided in all feeder and branch circuit conduits. Ground busses will be provided in the main electrical room and all telecom rooms or closets.

#### **Technology**

- A. At this time there are no established requirements for technology.

#### **Fire Alarm**

- A. Fire alarm is not required but may be added at owner's request.



## **BASIS OF DESIGN-CIVIL ENGINEERING**

To: City of Delray Beach, Florida  
From: Kimley-Horn and Associates, Inc.  
Date: September 2, 2022  
Project: City of Delray Beach Block 800 Container Park

---

## **LANDSCAPING REQUIREMENTS**

The proposed landscaping is to meet Florida-Friendly landscaping principals as well as the City of Delray Beach's requirements. Landscaping design is to take into consideration efficient watering, fertilization, mulching, wildlife attraction, and responsible maintenance practices, reduce stormwater runoff.

All landscaping areas are to be protected from vehicle encroachment with the use of car stops or curbing with islands no smaller than nine (9) feet in width excluding curbing widths.

The project will also be required to meet City streetscape requirements.

## **PARKING REQUIREMENTS**

As per the City of Delray Beach's development code. See Architect's table estimate of the required parking spaces for the site in the Executive Summary.

Standard parking spaces for 45-degree parking are to be nine (9) feet wide and 19 feet deep with drive aisles no less than 15 feet. Handicap parking spaces for 45-degree angled parking is to be 12 feet wide and 21 feet deep.

## **FIRE PROTECTION**

There are currently six (6) fire hydrants surrounding the site all providing the required 300 feet coverage of the site. However, additional hydrants will likely be needed within 100 feet of any required fire department connections (FDC).

The site will also need to provide circulation for a fire department vehicle with an outside turning radius of no less than 48 feet. A meeting with Fire Department to be scheduled as part of pre-application meetings.

## **UTILITIES**

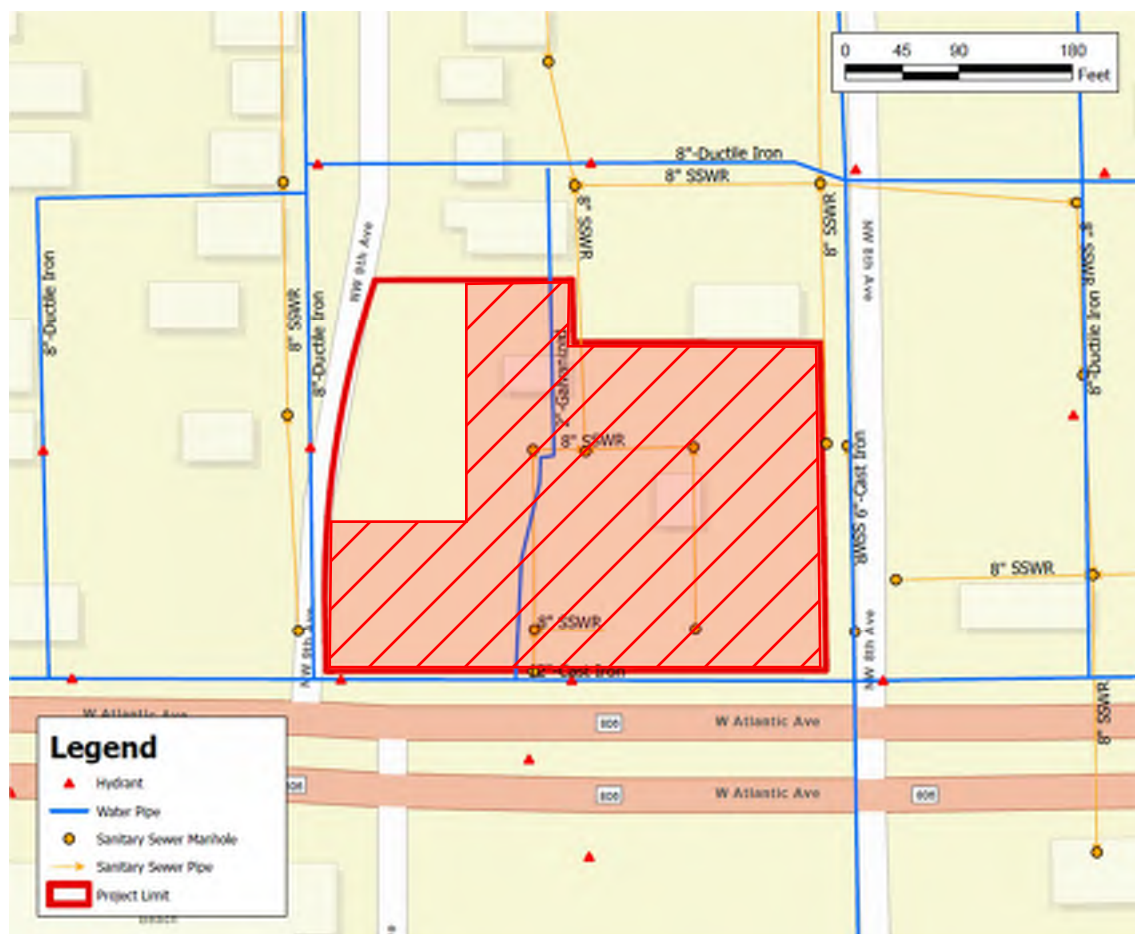
The project falls within the City of Delray Beach's Water Utility Department (DBWUD) jurisdiction. The project will likely require public utility water connection from the adjacent side streets or connection from

W. Atlantic Avenue and wastewater connection to onsite sanitary sewer mains. The City of Delray Beach has record of a 2" water pipe running through the site, however if this pipe is to be used to service the site, further investigation would be needed to verify it's location and conditions. infrastructure located on site.

### Service Connections

According to GIS information received from the City of Delray Beach Utility Dept, there is an existing 6" cast iron water main east adjacent, a 12" cast iron water main south adjacent, and 8" ductile iron water main west adjacent, and a 2" galvanized water pipe running through the center of the site. While connection to either of these pipes could service the site, the 2" galvanized pipe in the center of the site's location, condition, and capacity would need to be verified. Connection to the east and west adjacent water services would likely be sufficient to service the site. Should the design require that a connection to the south adjacent pipe be needed, the connection would need to be reviewed by Florida Department of Transportation since the water main is likely within FDOT's right-of-way.

There are five (5) sanitary sewer manholes located on the site connecting to 8" sanitary sewer mains that ultimately run north. The existing sanitary sewer piping on the site would likely be reconfigured to suit the site design ultimately tying back into the 8" sanitary sewer main leaving the site to the north.



The site is estimated to have the demands shown below.

|                                             | Unit    | Usage             | Unit for Water  | Water Demand (GPD) | Unit for Wastewater | Wastewater Demand (GPD) |
|---------------------------------------------|---------|-------------------|-----------------|--------------------|---------------------|-------------------------|
| Food Service                                | 1360 sf | Fast Food Service | 473 GPD/1000 SF | 643.28             | 385 GPD/1000 SF     | 523.60                  |
| Retail                                      | 1360 sf | Merchandising     | 37 GPD/1000 SF  | 50.32              | 30 GPD/1000 SF      | 40.80                   |
| Total Estimated Water Use Demand (GPD)      |         |                   |                 | 693.60             |                     |                         |
| Total Estimated Wastewater Use Demand (GPD) |         |                   |                 | 564.40             |                     |                         |

\* Square footages are approximate quantities, subject to change

Prior to preparing engineering drawings, it is recommended that a meeting is scheduled with DBWUD to determine connection points, requirements, and necessary easements.

## DRAINAGE

The project Site is located within Lake Worth Drainage Districts (LWDD) and South Florida Water Management District (SFWMD). Therefore, the requirements for stormwater management system will need to comply with each regulatory agency. A geotechnical report for the Site will be required prior to any site development. The following design criteria shall be adhered to:

### Private Roads And Parking Lot Flood Protection (SFWMD):

#### 5-YEAR, 24-HOUR RAINFALL

A storm event with a return period of 5 years and a 24-hour duration shall be used for computing the minimum elevation of the proposed parking lot and access drive.

### Offsite Discharge (SFWMD):

#### 25-Year, 72-Hour Rainfall

Offsite discharge is to be limited to rates not causing adverse impacts to offsite properties as determined be either historic discharge rates, rates specified by SFWMD or discharge generated by the existing conditions for a storm event with return period of 25 years and a 72-hour duration. Should the proposed conditions exceed existing discharge rates or staging, a control structure or berm will be needed.

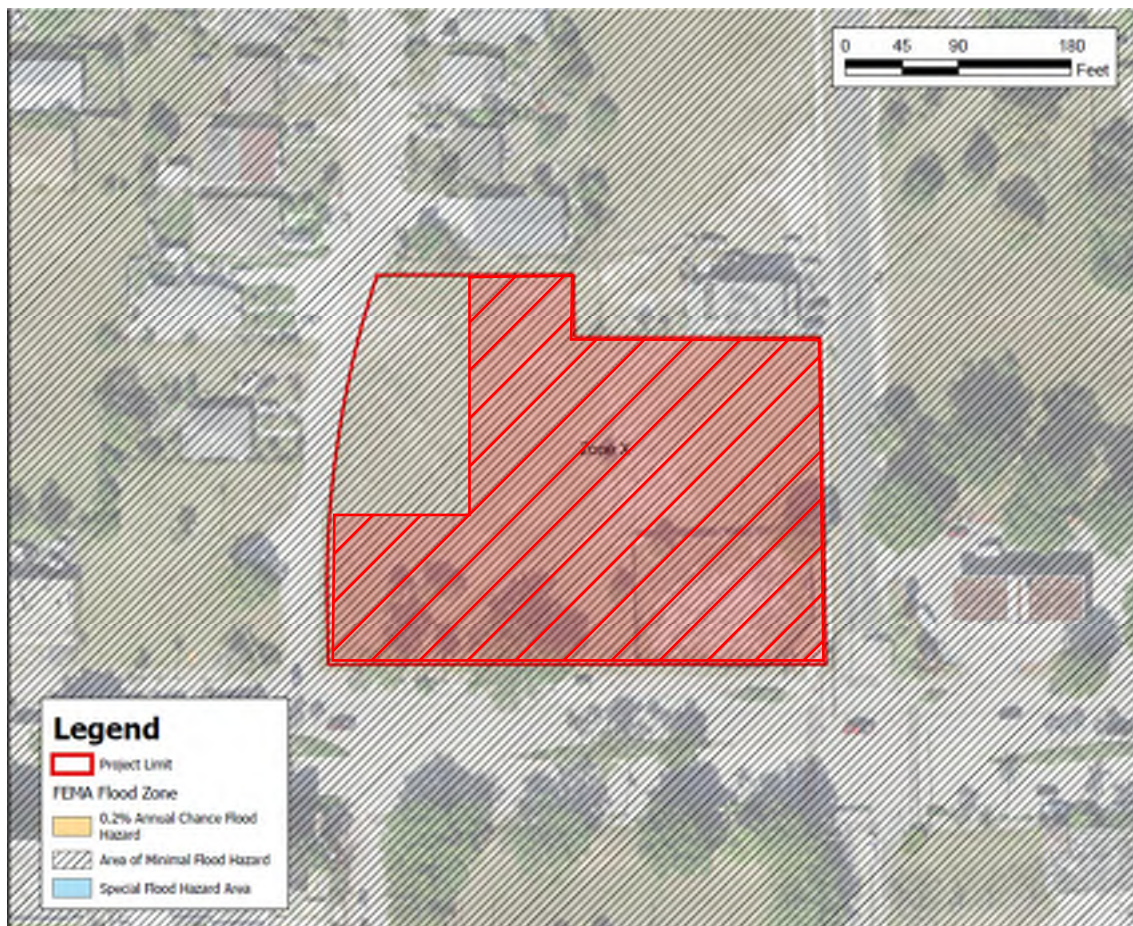
### Building Flood Protection (SFWMD):

A minimum finished floor elevation for future development of all buildings within the permitted limits is to be established to provide flood protection for all buildings. For sites located within a FEMA flood hazard area, criteria based on building type, flood elevation, and specific flood zone will determine the minimum finished floor elevation as specified in the Florida Building Code and defined in ASCE 24-14 Flood Resistant Design and Construction. Flood elevation is to be determined by either the base flood elevation (BFE) or design flood elevation (DFE). Base flood elevation is to be determined by available flood studies (FEMA). A design flood elevation is to be determined through a site-specific flood study of a 100-year, 72-storm event with zero discharge.

### *FEMA Flood Zone*

The proposed project site grade elevations will be designed to meet floodplain management criteria based on Federal, State, County, and City standards as follows:

The project is in COMMUNITY-PANEL NUMBERS 0979F (panel 979 of 1200, Map Number 12099C0979F) of the Flood Insurance Rate Map (FIRM), revised October 5, 2017. According to the National Flood Insurance Program, the Site is located within a FEMA flood Zone X with a 0.2% chance of annual flood hazard or less or areas of a 1% annual chance of flood with average depth less than one foot, there is no established BFE. Flood Zone X is not considered an area of Special Flood Hazard.



### *100-Year, 72-Hour Rainfall (Zero Discharge)*

An analysis of the 100-year, 3-day storm event maximum stage will be required to determine the DFE and used as part of the flood criteria evaluation to determine the FFE of the proposed building(s).

### *Florida Building Code (ASCE 24-14 Flood Resistant Design & Construction)*

Finish floor elevation shall be set base on SFWMD criteria and as well as Florida Building Code. Since no BFE was identified, a DFE will need to be established through drainage calculations for a 100-Year, 3-day storm event.

**Water Quality (SFWMD):**

Water quality, likely in the form of dry retention such as swales, dry ponds or grassed depressions, or sub-surface exfiltration will need to be provide per SFWMD. Volumetric requirements for water quality will need to be the greater of the first inch of storm runoff from the entire site, or the amount of 2.5 inches times the percentage of impervious area.

Upon completion of a general search in the SFWMD and LWDD databases, no permits were identified within the project boundary.

**PERMITTING AND APPROVALS**

The following agency approvals are anticipated for the project: total duration anticipated is 6-8 months

- 1) City of Delray Beach
    - a) Planning and Zoning Board
    - b) Site Plan Review
    - c) Building Department
    - d) Water Utilities
  - 2) Florida Department of Environmental Protections
    - a) Water-if any proposed improvements to public water mains
    - b) Sewer-if any proposed improvements to public sanitary sewer mains
  - 3) Lake Worth Drainage District
  - 4) South Florida Water Management District
  - 5) Florida Department of Health in Palm Beach County
-

# COST ANALYSIS





**CMS-CONSTRUCTION MANAGEMENT SERVICES, INC.  
11555 HERON BAY BLVD, SUITE 204  
CORAL SPRINGS, FLORIDA 33076  
TELEPHONE (954) 481-1611**

**CITY OF DELRAY BEACH  
DELRAY SHIPPING CONTAINER BUSINESS PARK  
800 DELRAY BLOCK  
FLORIDA 33405**

**CONCEPTUAL SITE PLAN 08/19/2022  
COST ESTIMATE  
August 17, 2022**

**PREPARED FOR:  
CPZ ARCHITECTS, INC.**

**PREPARED BY:  
CMS-CONSTRUCTION MANAGEMENT SERVICES, INC.  
CMS FILE # 2357 SCHEMATIC**

# MAIN SUMMARY

|                                                                                                                                                                                                                              |                                         |                     |                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------|----------------|
| CMS-CONSTRUCTION MANAGEMENT SERVICES, INC.<br>11555 HERON BAY BLVD, SUITE 204<br>CORAL SPRINGS, FLORIDA 33076<br>TELEPHONE (954) 481-1611<br>CMS FILE # 2357 SCHEMATIC                                                       |                                         |                     |                |
| CITY OF DELRAY BEACH<br>DELRAY SHIPPING CONTAINER BUSINESS PARK<br>800 DELRAY BLOCK<br>FLORIDA 33405<br><br>CONCEPTUAL SITE PLAN 08/19/2022<br>COST ESTIMATE<br>August 17, 2022<br><br>PREPARED FOR:<br>CPZ ARCHITECTS, INC. |                                         |                     |                |
| MAIN SUMMARY                                                                                                                                                                                                                 |                                         |                     |                |
| DIVISION                                                                                                                                                                                                                     | DESCRIPTION                             | AMOUNT              | % of TOTAL     |
|                                                                                                                                                                                                                              |                                         |                     |                |
| 01 00 00                                                                                                                                                                                                                     | GENERAL CONDITIONS                      | see break-out below |                |
| 02 00 00                                                                                                                                                                                                                     | EXISTING CONDITIONS                     | \$ 42,161           | 0.63%          |
| 03 00 00                                                                                                                                                                                                                     | CONCRETE                                | \$ 284,800          | 4.26%          |
| 04 00 00                                                                                                                                                                                                                     | MASONRY                                 | \$ -                | 0.00%          |
| 05 00 00                                                                                                                                                                                                                     | METALS                                  | \$ 220,929          | 3.30%          |
| 06 00 00                                                                                                                                                                                                                     | WOOD AND PLASTICS                       | \$ -                | 0.00%          |
| 07 00 00                                                                                                                                                                                                                     | THERMAL & MOISTURE PROTECTION           | \$ 82,844           | 1.24%          |
| 08 00 00                                                                                                                                                                                                                     | DOORS AND WINDOWS                       | \$ -                | 0.00%          |
| 09 00 00                                                                                                                                                                                                                     | FINISHES                                | \$ 25,000           | 0.37%          |
| 10 00 00                                                                                                                                                                                                                     | SPECIALTIES / SIGNAGE                   | \$ 39,000           | 0.58%          |
| 11 00 00                                                                                                                                                                                                                     | EQUIPMENT                               | \$ -                | 0.00%          |
| 12 00 00                                                                                                                                                                                                                     | FURNISHINGS                             | \$ -                | 0.00%          |
| 13 00 00                                                                                                                                                                                                                     | SPECIAL CONSTRUCTION                    | \$ 1,665,000        | 24.88%         |
| 14 00 00                                                                                                                                                                                                                     | CONVEYING SYSTEMS                       | \$ -                | 0.00%          |
| 21 00 00                                                                                                                                                                                                                     | FIRE                                    | \$ -                | 0.00%          |
| 22 00 00                                                                                                                                                                                                                     | PLUMBING                                | \$ 35,500           | 0.53%          |
| 23 00 00                                                                                                                                                                                                                     | HVAC                                    | \$ -                | 0.00%          |
| 26 00 00                                                                                                                                                                                                                     | ELECTRICAL                              | \$ 328,322          | 4.91%          |
| 27 00 00                                                                                                                                                                                                                     | COMMUNICATIONS                          | \$ 7,500            | 0.11%          |
| 28 00 00                                                                                                                                                                                                                     | ELECTRONIC SAFETY & SECURITY            | \$ -                | 0.00%          |
| 31 00 00                                                                                                                                                                                                                     | EARTH WORK                              | \$ -                | 0.00%          |
| 32 00 00                                                                                                                                                                                                                     | EXTERIOR IMPROVEMENTS                   | \$ 931,678          | 13.92%         |
| 33 00 00                                                                                                                                                                                                                     | SITE UTILITIES                          | \$ 215,234          | 3.22%          |
|                                                                                                                                                                                                                              | <b>SUBTOTAL: DIRECT/HARD COSTS</b>      | <b>\$ 3,877,967</b> | <b>57.94%</b>  |
| 12.00%                                                                                                                                                                                                                       | GENERAL CONDITIONS                      | \$ 465,356          | 6.95%          |
|                                                                                                                                                                                                                              | <b>SUBTOTAL</b>                         | <b>\$ 4,343,323</b> | <b>64.90%</b>  |
| 4.00%                                                                                                                                                                                                                        | G.C. OVERHEAD                           | \$ 173,733          | 2.60%          |
|                                                                                                                                                                                                                              | <b>SUBTOTAL</b>                         | <b>\$ 4,517,056</b> | <b>67.49%</b>  |
| 6.00%                                                                                                                                                                                                                        | G.C PROFIT                              | \$ 271,023          | 4.05%          |
|                                                                                                                                                                                                                              | <b>SUBTOTAL</b>                         | <b>\$ 4,788,080</b> | <b>71.54%</b>  |
| 1.29%                                                                                                                                                                                                                        | G.C. P&P BOND                           | \$ 61,766           | 0.92%          |
|                                                                                                                                                                                                                              | <b>TOTAL</b>                            | <b>\$ 4,849,846</b> | <b>72.46%</b>  |
| 15.00%                                                                                                                                                                                                                       | ESCALATION                              | \$ 727,477          | 10.87%         |
|                                                                                                                                                                                                                              | <b>SUBTOTAL</b>                         | <b>\$ 5,577,323</b> | <b>83.33%</b>  |
| 20.00%                                                                                                                                                                                                                       | CONTINGENCY                             | \$ 1,115,465        | 16.67%         |
|                                                                                                                                                                                                                              | <b>SUBTOTAL</b>                         | <b>\$ 6,692,787</b> | <b>100.00%</b> |
|                                                                                                                                                                                                                              | <b>TOTAL PROBABLE CONSTRUCTION COST</b> | <b>\$ 6,692,787</b> | <b>100.00%</b> |

# QUALIFICATIONS

**CMS-CONSTRUCTION MANAGEMENT SERVICES, INC.**  
**11555 HERON BAY BLVD, SUITE 204**  
**CORAL SPRINGS, FLORIDA 33076**  
**TELEPHONE (954) 481-1611**  
**CMS FILE # 2357 SCHEMATIC**

**CITY OF DELRAY BEACH**  
**DELRAY SHIPPING CONTAINER BUSINESS PARK**  
**800 DELRAY BLOCK**  
**FLORIDA 33405**

**CONCEPTUAL SITE PLAN 08/19/2022**  
**COST ESTIMATE**  
**August 17, 2022**

**PREPARED FOR:**  
**CPZ ARCHITECTS, INC.**

#### **QUALIFICATIONS**

- |    |                                                                                                                                             |
|----|---------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | This cost estimate is based on standard open bid process.                                                                                   |
| 2  | If type of Contract is "CM -AT- RISK" add approximately 10 to 15% to the cost.                                                              |
| 3  | This estimate is based on Conceptual Site Plan dated 08/19/2022 by CPZ Architects.                                                          |
| 4  | Due to the present volatile nature of the construction market, construction material cost could change substantially prior to construction. |
| 5  | Utility Connection and Impact Fees are assumed to be BY OWNER and are NOT INCLUDED.                                                         |
| 6  | Off-site Storage is NOT INCLUDED.                                                                                                           |
| 7  | Night Watchman/Security Guard Services are NOT INCLUDED.                                                                                    |
| 8  | Testing is NOT INCLUDED.                                                                                                                    |
| 9  | Petroleum or contaminate abatement / removal is NOT INCLUDED.                                                                               |
| 10 | Assumed electrical, sewer, water drainage are existing & available for use on this project.                                                 |
| 11 | FPL transformer/primary service are NOT INCLUDED.                                                                                           |
| 12 | Unknown Conditions including muck/demucking, rerouting of major utilities (water, sewer, drainage, electrical) are NOT INCLUDED.            |
| 13 | FF&E & speciality equipment is NOT INCLUDED.                                                                                                |
| 14 | An allowance to raise the site elevation is NOT INCLUDED.                                                                                   |
| 15 | Work related to the Bus Stop is NOT INCLUDED.                                                                                               |
| 16 | Lift Stations & Grease traps are NOT INCLUDED.                                                                                              |
| 17 | Emergency Generator is NOT INCLUDED.                                                                                                        |

# **BUILDING ESTIMATE**

|     |                                                                                                                                                                        |          |                                           |          |      |              |            |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------------------------------------|----------|------|--------------|------------|
|     | A                                                                                                                                                                      | B        | C                                         | D        | E    | F            | G          |
| 1   | CMS-CONSTRUCTION MANAGEMENT SERVICES, INC.<br>11555 HERON BAY BLVD, SUITE 204<br>CORAL SPRINGS, FLORIDA 33076<br>TELEPHONE (954) 481-1611<br>CMS FILE # 2357 SCHEMATIC |          |                                           |          |      |              |            |
| 2   |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 3   |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 4   |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 5   |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 6   | CITY OF DELRAY BEACH<br>DELRAY SHIPPING CONTAINER BUSINESS PARK<br>800 DELRAY BLOCK<br>FLORIDA 33405                                                                   |          |                                           |          |      |              |            |
| 7   |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 8   |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 9   |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 10  |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 11  | CONCEPTUAL SITE PLAN 08/19/2022<br>COST ESTIMATE<br>August 17, 2022                                                                                                    |          |                                           |          |      |              |            |
| 12  |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 13  |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 14  |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 15  |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 16  | PREPARED FOR:<br>CPZ ARCHITECTS, INC.                                                                                                                                  |          |                                           |          |      |              |            |
| 17  |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 18  |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 19  |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 20  |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 21  | DIVISION                                                                                                                                                               | #        | DESCRIPTION                               | QUANTITY | UNIT | \$/UNIT      | AMOUNT     |
| 22  |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 23  | 01                                                                                                                                                                     | 01 00 00 | GENERAL CONDITIONS                        |          |      |              |            |
| 24  |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 25  |                                                                                                                                                                        |          | GENERAL CONDITIONS                        |          |      |              | SEE BELOW  |
| 26  |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 27  | 02                                                                                                                                                                     | 02 00 00 | EXISTING CONDITIONS                       |          |      |              | \$ 42,161  |
| 28  |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 29  |                                                                                                                                                                        |          | MOBILIZATION                              | 1.00     | LS   | \$ 10,000.00 | \$ 10,000  |
| 30  |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 35  |                                                                                                                                                                        |          | DEMO. MISCELLANEOUS                       |          |      |              |            |
| 36  |                                                                                                                                                                        |          | REMOVE MISC                               | 1.00     | LS   | \$ 10,000.00 | \$ 10,000  |
| 61  |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 101 |                                                                                                                                                                        |          | EROSION CONTROL                           |          |      |              |            |
| 102 |                                                                                                                                                                        |          | SF - INSTALL SILT FENCE                   | 1,290.00 | LF   | \$ 2.88      | \$ 3,709   |
| 103 |                                                                                                                                                                        |          | CL - CHAIN LINK FENCE RENTAL              | 1,290.00 | LF   | \$ 10.90     | \$ 14,064  |
| 104 |                                                                                                                                                                        |          | CHAIN LINK FENCE GATE RENTAL              | 2.00     | EA   | \$ 641.70    | \$ 1,283   |
| 106 |                                                                                                                                                                        |          | CE - CONSTRUCTION ENTRANCE                | 600.00   | SF   | \$ 1.15      | \$ 690     |
| 107 |                                                                                                                                                                        |          | GSF - GRAVEL CURB INLET SEDIMENT FILTER   | 12.00    | EA   | \$ 201.25    | \$ 2,415   |
| 129 |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 142 | 03                                                                                                                                                                     | 03 00 00 | CONCRETE                                  |          |      |              | \$ 284,800 |
| 143 |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 144 |                                                                                                                                                                        |          | AT CONTAINER FOUNDATIONS                  |          |      |              |            |
| 145 |                                                                                                                                                                        |          | RESTROOMS                                 | 224.00   | LF   | \$ 47.00     | 10,528     |
| 146 |                                                                                                                                                                        |          | STAGE                                     | 168.00   | LF   | \$ 47.00     | 7,896      |
| 148 |                                                                                                                                                                        |          | FOOD                                      | 336.00   | LF   | \$ 47.00     | 15,792     |
| 149 |                                                                                                                                                                        |          | RETAIL                                    | 336.00   | LF   | \$ 47.00     | 15,792     |
| 150 |                                                                                                                                                                        |          | FOOD (LONG)                               | 96.00    | LF   | \$ 47.00     | 4,512      |
| 151 |                                                                                                                                                                        |          | RETAIL (LONG)                             | 96.00    | LF   | \$ 47.00     | 4,512      |
| 156 |                                                                                                                                                                        |          | HALF CONTAINERS - PARK SEATING            | 216.00   | LF   | \$ 47.00     | 10,152     |
| 157 |                                                                                                                                                                        |          | CONTAINER/SCULPTURE/SIGNAGE               | 64.00    | LF   | \$ 47.00     | 3,008      |
| 158 |                                                                                                                                                                        |          | UPRIGHT CONTAINERS (AT MARKETPLACE ENTRY) | 64.00    | LF   | \$ 47.00     | 3,008      |
| 159 |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 162 |                                                                                                                                                                        |          | AT OPEN AIR MARKET                        |          |      |              |            |
| 163 |                                                                                                                                                                        |          | FOOTINGS                                  | 24.00    | EA   | \$ 5,150.00  | 123,600    |
| 164 |                                                                                                                                                                        |          | SLAB ON GRADE (IN HARDSCAPE - DIV 32)     |          |      |              | IN DIV 32  |
| 165 |                                                                                                                                                                        |          | COLUMNS                                   | 30.00    | CY   | \$ 2,700.00  | 81,000     |
| 166 |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 167 |                                                                                                                                                                        |          | DEWATERING                                |          |      |              |            |
| 168 |                                                                                                                                                                        |          | DEWATERING                                | 1.00     | LS   | \$ 5,000.00  | \$ 5,000   |
| 286 |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 316 | 04                                                                                                                                                                     | 04 0 00  | MASONRY                                   |          |      |              | \$ -       |
| 317 |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 329 |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 330 | 05                                                                                                                                                                     | 05 00 00 | METALS                                    |          |      |              | \$ 220,929 |
| 331 |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 403 |                                                                                                                                                                        |          | MARKETPLACE ROOF STRUCTURE                |          |      |              |            |
| 404 |                                                                                                                                                                        |          | BEAMS/GIRDERS                             | 480      | LF   | \$ 260.00    | 124,800    |
| 405 |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 409 |                                                                                                                                                                        |          | ROOF TRUSS                                |          |      |              |            |
| 410 |                                                                                                                                                                        |          | ROOF TRUSS                                | 7920     | SF   | \$ 7.83      | 61,974     |
| 411 |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 457 |                                                                                                                                                                        |          | METAL DECKING                             |          |      |              |            |
| 458 |                                                                                                                                                                        |          | METAL DECK - ROOF                         | 7920     | SF   | \$ 4.31      | 34,155     |
| 563 |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 578 | 06                                                                                                                                                                     | 06 00 00 | WOOD & PLASTICS                           |          |      |              | \$ -       |
| 579 |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 674 |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 675 | 07                                                                                                                                                                     | 07 00 00 | THERMAL & MOISTURE PROTECTION             |          |      |              | \$ 82,844  |
| 676 |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 684 |                                                                                                                                                                        |          | ROOF DECK INSULATION                      |          |      |              |            |
| 686 |                                                                                                                                                                        |          | ROOF INSULATION                           | 7920     | SF   | \$ 2.65      | \$ 20,990  |
| 687 |                                                                                                                                                                        |          |                                           |          |      |              |            |
| 688 |                                                                                                                                                                        |          | ROOFING                                   |          |      |              |            |
| 689 |                                                                                                                                                                        |          | ROOF MEMBRANE                             | 7920     | SF   | \$ 6.00      | \$ 47,520  |
| 690 |                                                                                                                                                                        |          |                                           |          |      |              |            |

|      | A                                       | B                | C                                           | D               | E           | F              | G                   |
|------|-----------------------------------------|------------------|---------------------------------------------|-----------------|-------------|----------------|---------------------|
| 18   | DELRAY SHIPPING CONTAINER BUSINESS PARK |                  |                                             |                 |             |                |                     |
| 19   |                                         |                  |                                             |                 |             |                |                     |
| 20   |                                         |                  |                                             |                 |             |                |                     |
| 21   | <b>DIVISION</b>                         | <b>#</b>         | <b>DESCRIPTION</b>                          | <b>QUANTITY</b> | <b>UNIT</b> | <b>\$/UNIT</b> | <b>AMOUNT</b>       |
| 22   |                                         |                  |                                             |                 |             |                |                     |
| 697  |                                         |                  | SHEET METAL FLASHING                        | 360             | SF          | \$ 15.50       | \$ 5,580            |
| 704  |                                         |                  | GUTTER                                      | 240             | LF          | \$ 24.15       | \$ 5,796            |
| 705  |                                         |                  | RAINWATER DOWNSPOUT                         | 180             | LF          | \$ 15.55       | \$ 2,799            |
| 724  |                                         |                  |                                             |                 |             |                |                     |
| 734  | <b>08</b>                               | <b>08 00 00</b>  | <b>OPENINGS (DOORS &amp; WINDOWS)</b>       |                 |             |                | <b>\$ -</b>         |
| 735  |                                         |                  |                                             |                 |             |                |                     |
| 782  |                                         |                  |                                             |                 |             |                |                     |
| 786  | <b>09</b>                               | <b>09 00 00</b>  | <b>FINISHES</b>                             |                 |             |                | <b>\$ 25,000</b>    |
| 787  |                                         |                  |                                             |                 |             |                |                     |
| 924  |                                         |                  | EXTERIOR PAINTING                           |                 |             |                |                     |
| 927  |                                         |                  | PAINT EXTERIOR COLUMNS, CEILING, TRIM       | 1               | LS          | \$ 25,000.00   | \$ 25,000           |
| 931  |                                         |                  |                                             |                 |             |                |                     |
| 932  | <b>10</b>                               | <b>10 00 00</b>  | <b>SPECIALTIES &amp; SIGNAGE</b>            |                 |             |                | <b>\$ 39,000</b>    |
| 938  |                                         |                  |                                             |                 |             |                |                     |
| 939  |                                         |                  | SIGNAGE ALLOWANCE                           | 1               | LS          | \$ 15,000.00   | \$ 15,000           |
| 952  |                                         |                  |                                             |                 |             |                |                     |
| 953  |                                         |                  | RESTROOM SPECIALTIES                        | 2               | EA          | \$ 12,000.00   | \$ 24,000           |
| 1077 |                                         |                  |                                             |                 |             |                |                     |
| 1078 | <b>11</b>                               | <b>11000</b>     | <b>EQUIPMENT</b>                            |                 |             |                | <b>\$ -</b>         |
| 1079 |                                         |                  |                                             |                 |             |                |                     |
| 1120 |                                         |                  |                                             |                 |             |                |                     |
| 1129 | <b>12</b>                               | <b>12 00 00</b>  | <b>FURNISHINGS</b>                          |                 |             |                | <b>\$ -</b>         |
| 1130 |                                         |                  |                                             |                 |             |                |                     |
| 1148 |                                         |                  |                                             |                 |             |                |                     |
| 1149 | <b>13</b>                               | <b>13 00 00</b>  | <b>SPECIAL CONSTRUCTION</b>                 |                 |             |                | <b>\$ 1,665,000</b> |
| 1150 |                                         |                  |                                             |                 |             |                |                     |
| 1151 |                                         |                  | CONTAINERS                                  |                 |             |                |                     |
| 1152 |                                         |                  | RESTROOMS - INCLUDING 3 WATER CLOSETS EA.   | 4.00            | EA          | \$ 75,000.00   | 300,000             |
| 1154 |                                         |                  | STAGE                                       | 3.00            | EA          | \$ 55,000.00   | 165,000             |
| 1156 |                                         |                  | FOOD                                        | 6.00            | EA          | \$ 80,000.00   | 480,000             |
| 1157 |                                         |                  | RETAIL                                      | 6.00            | EA          | \$ 45,000.00   | 270,000             |
| 1158 |                                         |                  | FOOD (LONG)                                 | 1.00            | EA          | \$ 115,000.00  | 115,000             |
| 1159 |                                         |                  | RETAIL (LONG)                               | 1.00            | EA          | \$ 55,000.00   | 55,000              |
| 1162 |                                         |                  | DOUBLE HEIGHT (DASHED)                      | 8.00            | EA          | \$ 5,000.00    | 40,000              |
| 1163 |                                         |                  | DOUBLE HEIGHT (LONG) DASHED LINE            | 3.00            | EA          | \$ 10,000.00   | 30,000              |
| 1164 |                                         |                  | HALF CONTAINERS - PARK SEATING              | 6.00            | EA          | \$ 2,500.00    | 15,000              |
| 1165 |                                         |                  | CONTAINER/SCULPTURE/SIGNAGE                 | 2.00            | EA          | \$ 7,500.00    | 15,000              |
| 1166 |                                         |                  | UPRIGHT CONTAINERS (AT MARKETPLACE ENTRY)   | 2.00            | EA          | \$ 5,000.00    | 10,000              |
| 1167 |                                         |                  | TRANSPORT/LOGISTICS/ENGINEERING             | 1.00            | LS          | \$ 150,000.00  | 150,000             |
| 1168 |                                         |                  |                                             |                 |             |                |                     |
| 1169 |                                         |                  | DUMPSTER ENCLOSURE                          | 1.00            | LS          | \$ 20,000.00   | 20,000              |
| 1170 |                                         |                  |                                             |                 |             |                |                     |
| 1171 | <b>14</b>                               | <b>14 00 00</b>  | <b>CONVEYING SYSTEMS</b>                    |                 |             |                | <b>\$ -</b>         |
| 1172 |                                         |                  |                                             |                 |             |                |                     |
| 1176 |                                         |                  |                                             |                 |             |                |                     |
| 1177 | <b>21</b>                               | <b>21 00 00</b>  | <b>FIRE</b>                                 |                 |             |                | <b>\$ -</b>         |
| 1178 |                                         |                  |                                             |                 |             |                |                     |
| 1260 |                                         |                  |                                             |                 |             |                |                     |
| 1261 | <b>22</b>                               | <b>22 00 000</b> | <b>PLUMBING</b>                             |                 |             |                | <b>\$ 35,500</b>    |
| 1262 |                                         |                  |                                             |                 |             |                |                     |
| 1279 |                                         |                  | WATER HEATER - RESTROOMS                    | 1.00            | LS          | \$ 10,000.00   | 10,000              |
| 1280 |                                         |                  | WATER HEATER - CONTAINERS                   | 7.00            | EA          | \$ 2,500.00    | 17,500              |
| 1281 |                                         |                  | PEX MANIFOLD                                | 8.00            | EA          | \$ 1,000.00    | 8,000               |
| 1282 |                                         |                  |                                             |                 |             |                |                     |
| 1283 |                                         |                  | LP GAS                                      |                 |             |                | NIC                 |
| 1373 |                                         |                  |                                             |                 |             |                |                     |
| 1378 | <b>23</b>                               | <b>23 00 00</b>  | <b>HVAC</b>                                 |                 |             |                | <b>\$ -</b>         |
| 1379 |                                         |                  |                                             |                 |             |                |                     |
| 1642 |                                         |                  |                                             |                 |             |                |                     |
| 1643 | <b>26</b>                               | <b>26 00 000</b> | <b>ELECTRICAL</b>                           |                 |             |                | <b>\$ 328,322</b>   |
| 1644 |                                         |                  |                                             |                 |             |                |                     |
| 1738 |                                         |                  | POWER DISTRIBUTION                          |                 |             |                |                     |
| 1739 |                                         |                  | CT CABINET                                  | 1.00            | EA          | \$ 2,500.00    | 2,500               |
| 1740 |                                         |                  | 800A MAIN DISCONNECT                        | 1.00            | EA          | \$ 7,875.00    | 7,875               |
| 1741 |                                         |                  | DISTRIBUTION PANEL - 400A N3-R PANELBOARD   | 2.00            | EA          | \$ 5,000.00    | 10,000              |
| 1743 |                                         |                  | FEEDERS TO CONTAINERS/MARKETPLACE/RESTROOMS | 1,470.00        | LF          | \$ 49.00       | 72,030              |
| 1744 |                                         |                  |                                             |                 |             |                |                     |
| 1745 |                                         |                  | LED LIGHT FIXTURES                          |                 |             |                |                     |
| 1748 |                                         |                  | MARKETPLACE                                 | 7,607.00        | SF          | \$ 9.00        | 68,463              |
| 1749 |                                         |                  | STRUNG LIGHTS                               | 983.40          | LF          | \$ 35.00       | 34,419              |
| 1750 |                                         |                  | OLD FASHIONED 8' LIGHT POLES                | 8.00            | EA          | \$ 5,000.00    | 40,000              |
| 1751 |                                         |                  | STREET LIGHTS                               | 4.00            | EA          | \$ 7,500.00    | 30,000              |
| 1752 |                                         |                  |                                             |                 |             |                |                     |
| 1753 |                                         |                  | CEILING FANS (AT MARKETPLACE)               | 10.00           | EA          | \$ 2,500.00    | \$ 25,000           |
| 1761 |                                         |                  |                                             |                 |             |                |                     |
| 1773 |                                         |                  | LIGHTNING PROTECTION ALLOWANCE              | 7,607.00        | SF          | \$ 5.00        | \$ 38,035           |
| 1859 |                                         |                  |                                             |                 |             |                |                     |
| 1860 |                                         |                  | EMERGENCY GENERATOR                         |                 |             |                | NIC                 |
| 1863 |                                         |                  |                                             |                 |             |                |                     |
| 1864 | <b>27</b>                               | <b>27 00 00</b>  | <b>COMMUNICATIONS</b>                       |                 |             |                | <b>\$ 7,500</b>     |
| 1865 |                                         |                  |                                             |                 |             |                |                     |

|      | A                                       | B        | C                                                                                  | D         | E    | F            | G            |
|------|-----------------------------------------|----------|------------------------------------------------------------------------------------|-----------|------|--------------|--------------|
| 18   | DELRAY SHIPPING CONTAINER BUSINESS PARK |          |                                                                                    |           |      |              |              |
| 19   |                                         |          |                                                                                    |           |      |              |              |
| 20   |                                         |          |                                                                                    |           |      |              |              |
| 21   | DIVISION                                | #        | DESCRIPTION                                                                        | QUANTITY  | UNIT | \$/UNIT      | AMOUNT       |
| 22   |                                         |          |                                                                                    |           |      |              |              |
| 1866 |                                         |          | TELE/DATA/COMMUNICATIONS (EMPTY CONDUITS)                                          | 1.00      | LS   | \$ 5,000.00  | \$ 5,000     |
| 1871 |                                         |          |                                                                                    |           |      |              |              |
| 1872 |                                         |          | WIFI                                                                               |           |      |              |              |
| 1873 |                                         |          | WAP - WIRELESS ACCES POINTS                                                        | 5.00      | EA   | \$ 500.00    | \$ 2,500     |
| 1880 |                                         |          |                                                                                    |           |      |              |              |
| 1881 | 28                                      | 28 00 00 | ELECTRONIC SAFETY & SECURITY                                                       |           |      |              | \$ -         |
| 1882 |                                         |          |                                                                                    |           |      |              |              |
| 1883 |                                         |          | CCTV CAMERAS                                                                       |           |      |              | NIC          |
| 1895 |                                         |          |                                                                                    |           |      |              |              |
| 1896 |                                         |          | FIRE ALARM SYSTEM                                                                  |           |      |              | NIC          |
| 1914 |                                         |          |                                                                                    |           |      |              |              |
| 1915 | 31                                      | 31 00 00 | EARTH WORK                                                                         |           |      |              | \$ -         |
| 1916 |                                         |          |                                                                                    |           |      |              |              |
| 1925 |                                         |          |                                                                                    |           |      |              |              |
| 1926 | 32                                      | 32 00 00 | EXTERIOR IMPROVEMENTS                                                              |           |      |              | \$ 931,678   |
| 1927 |                                         |          |                                                                                    |           |      |              |              |
| 1933 |                                         |          | GREENSPACE                                                                         |           |      |              |              |
| 1945 |                                         |          | TOTAL GREENSPACE (INCLUDES SOIL PREP, TOPSOIL/AMENDMENTS, SOD, GROUNDCOVERS, ETC.) | 23,688.00 | SF   | \$ 4.00      | 94,752       |
| 1946 |                                         |          |                                                                                    |           |      |              |              |
| 1947 |                                         |          | IRRIGATION                                                                         | 23,688.00 | SF   | \$ 1.75      | 41,454       |
| 1948 |                                         |          |                                                                                    |           |      |              |              |
| 1949 |                                         |          | TREES                                                                              |           |      |              |              |
| 1950 |                                         |          | VERY LARGE                                                                         | 1.00      | EA   | \$ 5,000.00  | 5,000        |
| 1951 |                                         |          | LARGE                                                                              | 13.00     | EA   | \$ 2,500.00  | 32,500       |
| 1952 |                                         |          | MEDIUM                                                                             | 33.00     | EA   | \$ 1,250.00  | 41,250       |
| 1953 |                                         |          | LARGE (SHOWN AS 2 CIRCLES)                                                         | 8.00      | EA   | \$ 2,500.00  | 20,000       |
| 1954 |                                         |          |                                                                                    |           |      |              |              |
| 1955 |                                         |          | 1 MARKETPLACE ENTRY - SIGNAGE/GATES/ETC.                                           | 1.00      | LS   | \$ 10,000.00 | 10,000       |
| 1956 |                                         |          | 2 TENSILE SHADE STRUCTURE                                                          | 3,858.00  | SF   | \$ 35.00     | 135,030      |
| 1957 |                                         |          | 3 HALF CONTAINERS (INCLS 2 AT MARKETPLACE ENTRY)                                   | 5.00      | EA   |              | IN           |
| 1958 |                                         |          | 4 PICNIC BENCH                                                                     | 23.00     | EA   | \$ 2,500.00  |              |
| 1960 |                                         |          | 6 PLAYGROUND EQUIPMENT ALLOWANCE                                                   | 1.00      | LS   | \$ 25,000.00 | 25,000       |
| 1963 |                                         |          |                                                                                    |           |      |              |              |
| 1973 |                                         |          | HARDSCAPE (INCLUDES SLAB BELOW CONTAINERS)                                         | 29,098.00 | SF   |              |              |
| 1974 |                                         |          | CONCRETE 90%                                                                       | 26,188.20 | SF   | \$ 8.00      | 209,506      |
| 1975 |                                         |          | PAVERS 10%                                                                         | 2,909.80  | SF   | \$ 20.00     | 58,196       |
| 1976 |                                         |          |                                                                                    |           |      |              |              |
| 1977 |                                         |          | ASPHALT PAVING AT PARKING LOT                                                      |           |      |              |              |
| 1978 |                                         |          | 3" BITUMINOUS PAVING WITH 10" GRAVEL BASE                                          | 39.00     | CAR  | \$ 1,710.00  | 66,690       |
| 1979 |                                         |          |                                                                                    |           |      |              |              |
| 1980 |                                         |          | SITE FURNISHINGS                                                                   |           |      |              |              |
| 1981 |                                         |          | WASTE/RECYCLE RECEPTACLES                                                          | 18.00     | EA   | \$ 1,500.00  | 27,000       |
| 1982 |                                         |          | WATER FOUNTAINS                                                                    | 3.00      | EA   | \$ 5,000.00  | 15,000       |
| 1983 |                                         |          | ADDITIONAL SITE FURNISHINGS - PICNIC BENCHES, HIGHTOPS, ETC                        | 1.00      | LS   | \$ 60,000.00 | 60,000       |
| 1984 |                                         |          |                                                                                    |           |      |              |              |
| 1985 |                                         |          | FENCE - SITE PERIMETER                                                             | 1,290.00  | LF   | \$ 70.00     | 90,300       |
| 1986 |                                         |          |                                                                                    |           |      |              |              |
| 1987 | 33                                      | 33 00 00 | SITE UTILITIES                                                                     |           |      |              | \$ 215,234   |
| 1988 |                                         |          |                                                                                    |           |      |              |              |
| 1989 |                                         |          | ELECTRIC                                                                           |           |      |              |              |
| 1990 |                                         |          | TRANSFORMER AND AND PRIMARY FEEDER DUCTBANK WILL BE INSTALLED BY CONTRACTOR        | 1.00      | ALW  | \$ 7,600.00  | 7,600        |
| 1991 |                                         |          | SECONDARY SERVICE (FROM FPL PROVIDED TRANSFORMER)                                  | 120.00    | LF   | \$ 290.00    | 34,800       |
| 1992 |                                         |          |                                                                                    |           |      |              |              |
| 1993 |                                         |          | SANITARY SEWER                                                                     |           |      |              |              |
| 1994 |                                         |          | CONNECTIONS                                                                        | 2.00      | EA   | \$ 5,000.00  | 10,000       |
| 1995 |                                         |          | SEWER MAIN                                                                         | 440.00    | LF   | \$ 26.00     | 11,440       |
| 1996 |                                         |          | SEWER LATERALS                                                                     | 260.00    | LF   | \$ 39.00     | 10,140       |
| 1997 |                                         |          | GREASE TRAP                                                                        | 1.00      | EA   | \$ 25,000.00 | 25,000       |
| 1998 |                                         |          |                                                                                    |           |      |              |              |
| 1999 |                                         |          | WATER                                                                              |           |      |              |              |
| 2000 |                                         |          | WATER METER 2-1/2"                                                                 | 1.00      | EA   | \$ 2,050.00  | 2,050        |
| 2001 |                                         |          | BFP                                                                                | 1.00      | EA   | \$ 5,000.00  | 5,000        |
| 2002 |                                         |          | WATER SERVICE                                                                      | 1,000.00  | LF   | \$ 15.75     | 15,750       |
| 2005 |                                         |          |                                                                                    |           |      |              |              |
| 2006 |                                         |          | DRAINAGE                                                                           |           |      |              |              |
| 2007 |                                         |          | CATCH BASINS                                                                       | 4.00      | EA   | \$ 5,000.00  | 20,000       |
| 2008 |                                         |          | PIPING                                                                             | 360.00    | LF   | \$ 68.90     | 24,804       |
| 2009 |                                         |          | YARD DRAINS                                                                        | 10.00     | EA   | \$ 3,500.00  | 35,000       |
| 2010 |                                         |          | PIPING                                                                             | 500.00    | LF   | \$ 27.30     | 13,650       |
| 2011 |                                         |          | EXFILTRATION/RETENTION AREAS                                                       |           |      |              | NIC          |
| 2012 |                                         |          |                                                                                    |           |      |              |              |
| 2013 |                                         |          | SUBTOTAL                                                                           |           |      |              | \$ 3,877,967 |
| 2014 |                                         | 12.00%   | GENERAL CONDITIONS                                                                 |           |      |              | \$ 465,356   |
| 2015 |                                         |          | SUBTOTAL                                                                           |           |      |              | \$ 4,343,323 |
| 2016 |                                         | 4.00%    | G.C. OVERHEAD                                                                      |           |      |              | \$ 173,733   |
| 2017 |                                         |          | SUBTOTAL                                                                           |           |      |              | \$ 4,517,056 |
| 2018 |                                         | 6.00%    | G.C PROFIT                                                                         |           |      |              | \$ 271,023   |
| 2019 |                                         |          | SUBTOTAL                                                                           |           |      |              | \$ 4,788,080 |
| 2020 |                                         | 1.29%    | G.C. P&P BOND                                                                      |           |      |              | \$ 61,766    |

|      |                                         |        |                                                                     |           |      |           |               |
|------|-----------------------------------------|--------|---------------------------------------------------------------------|-----------|------|-----------|---------------|
|      | A                                       | B      | C                                                                   | D         | E    | F         | G             |
| 18   | DELRAY SHIPPING CONTAINER BUSINESS PARK |        |                                                                     |           |      |           |               |
| 19   |                                         |        |                                                                     |           |      |           |               |
| 20   |                                         |        |                                                                     |           |      |           |               |
| 21   | DIVISION                                | #      | DESCRIPTION                                                         | QUANTITY  | UNIT | \$/UNIT   | AMOUNT        |
| 22   |                                         |        |                                                                     |           |      |           |               |
| 2021 |                                         |        | TOTAL                                                               |           |      |           | \$ 4,849,846  |
| 2022 |                                         | 15.00% | ESCALATION                                                          |           |      |           | \$ 727,477    |
| 2023 |                                         |        | SUBTOTAL                                                            |           |      |           | \$ 5,577,323  |
| 2024 |                                         | 20.00% | CONTINGENCY                                                         |           |      |           | \$ 1,115,465  |
| 2025 |                                         |        | TOTAL PROBABLE CONSTRUCTION COST                                    |           |      |           | \$ 6,692,787  |
| 2026 |                                         |        |                                                                     |           |      |           |               |
| 2032 |                                         |        | COST COMPARISON OF SIMILAR SCALE CONVENTIONAL<br>COMMERCIAL PROJECT |           |      |           |               |
| 2033 |                                         |        | DESCRIPTION                                                         | SF        | UNIT | UNIT COST | TOTAL         |
| 2034 |                                         |        | RETAIL                                                              | 1,904.00  | SF   |           |               |
| 2035 |                                         |        | FOOD                                                                | 1,904.00  | SF   |           |               |
| 2036 |                                         |        | RESTROOMS                                                           | 952.00    | SF   |           |               |
| 2037 |                                         |        | MARKETPLACE                                                         | 10,080.00 | SF   |           |               |
| 2038 |                                         |        | TOTAL                                                               | 14,840.00 | SF   | \$ 600.00 | 8,904,000     |
| 2039 |                                         |        | X 15%                                                               |           |      |           | \$ 10,239,600 |
| 2040 |                                         |        | X 20%                                                               |           |      |           | \$ 12,287,520 |

Summary Budget Comparison:

|                                    |  |  |  |  |                      |  |                 |  |                  |  |                 |  |                                        |
|------------------------------------|--|--|--|--|----------------------|--|-----------------|--|------------------|--|-----------------|--|----------------------------------------|
|                                    |  |  |  |  | Construction<br>Cost |  | Escalation 15%  |  | sub-total        |  | Contingency 20% |  | Total Probable<br>Construction<br>Cost |
| Project                            |  |  |  |  |                      |  |                 |  |                  |  |                 |  |                                        |
| Container Project                  |  |  |  |  | \$ 4,849,846.00      |  | \$ 727,476.90   |  | \$ 5,577,322.90  |  | \$ 1,115,464.58 |  | \$ 6,692,787.48                        |
|                                    |  |  |  |  |                      |  |                 |  |                  |  |                 |  |                                        |
| Similar Scale Conventional Project |  |  |  |  | \$ 8,904,000.00      |  | \$ 1,335,600.00 |  | \$ 10,239,600.00 |  | \$ 2,047,920.00 |  | \$ 12,287,520.00                       |

# PROJECT APPROVALS NARRATIVE





### Task 4 Project Approvals Narrative

#### 805 W. Atlantic Avenue – Site Remediation

CRA and CPZ staff have held several meetings with Palm Beach County Department of Environmental Resources Management (PBC) staff and the environmental consultant tasked with the ongoing monitoring of the Remediation Site located at 805 West Atlantic Avenue. Below is a summary of the ongoing efforts:

- There are still three (3) monitoring wells (see map below) two (2) of them can be abandoned and the one (1) well on West Atlantic Avenue will remain active.



- Based on historical data, the environmental consultant has stated that they do not believe that the offsite hydrocarbon plume that has been linked to the Remediation Site has migrated beyond Atlantic Avenue. As such, CRA staff has requested the environmental consultant request a conditional Site Rehabilitation Completion Order (SRCO). PBC staff is in agreement with the conditional SRCO request and forwarded the request for the conditional SRCO and a No Further Action determination except for the active monitoring well located on West Atlantic Avenue to the Florida Department of Environmental Protection (FDEP).

**CPZ ARCHITECTS, INC.**

4316 WEST BROWARD BOULEVARD PLANTATION, FLORIDA 33317

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- FDEP responded stating that more groundwater monitoring south of West Atlantic Avenue is needed, before the conditional SRCO and No Further Action determination can be granted. FDEP is requiring the installation of temporary wells for a one day/time sampling and one (1) permanent well for monitoring for four (4) quarters (1 year) south of West Atlantic Avenue (south of the current permanent well on West Atlantic Avenue.)

#### **City of Delray Beach Approval Process**

CRA and CPZ staff have held the following meetings with City staff as part of the Pre-Application process:

- |         |                                                                            |
|---------|----------------------------------------------------------------------------|
| 3-31-22 | Pre-Application meeting #1 with the Planning and Zoning Department.        |
| 5-16-22 | Pre-Application meeting #2 with the Utilities and Engineering Departments. |
| 8-9-22  | Pre-Application meeting #3 with the Planning and Zoning Department.        |

See Civil narrative for permitting and approvals outline.

## EXHIBIT C:

# Insurance Requirements and Instructions

1. The Selected Design-Builder will be required to provide insurance as set forth:.

### INSURANCE

The selected Proposer shall not commence any performance pursuant to the terms of this RFQ until certification or proof of insurance has been received and approved by the Delray Beach Community Redevelopment Agency (CRA.)

The required insurance coverage is to be issued by an insurance company authorized, licensed, and registered to do business in the State of Florida, with the minimum rating of A- VII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the CRA shall be notified at least ten (10) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the CRA or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the CRA.

The selected Proposer must submit a current Certificate of Insurance, naming the Delray Beach Community Redevelopment Agency as an additional insured and listed as such on the insurance certificate, no later than ten (10) days after award and prior to commencement of any work. New certificates of insurance are to be provided to the CRA upon expiration. All renewal or replacement certificates of insurance shall be forwarded to the CRA located at 20 N Swinton Avenue, Delray Beach, FL 33444.

The selected Proposer shall provide insurance coverage as follows:

- 1.1. **WORKERS COMPENSATION** – With statutory limits, the CRA reserves the right not to accept exemptions to the Workers Compensation requirements of this Solicitation.
- 1.2. **EMPLOYER'S LIABILITY** – With a limit of not less than One Hundred Thousand Dollars (\$100,000) for each accident, One Hundred Thousand Dollars (\$100,000) for each disease, and Five Hundred Thousand Dollars (\$500,000) for aggregate disease.
- 1.3. **COMPREHENSIVE GENERAL LIABILITY** – With limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate for Bodily Injury and Property Damage.

**NOTE** – If Comprehensive General Liability limits are less than One Million Dollars (\$1,000,000), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than One Million Dollars (\$1,000,000).

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

- 1.4. **AUTOMOBILE LIABILITY** – Covering all vehicles associated with Proposer's operations to include all owned, non-owned and hired vehicles. The coverage will be written on an occurrence basis with limits of liability not less than One Million Dollars (\$1,000,000) combined single limit per each occurrence.

- 1.5. **PROFESSIONAL LIABILITY** – With limits of not less than Five Million Dollars (\$5,000,000) per occurrence.
  - 1.6. **BUILDER’S RISK** – Coverage shall be “All Risk” coverage in an amount not less than one hundred (100%) percent of the completed value of the project. Coverage shall remain in place until final completion of construction has been reached as determined by the City.
2. Proposers must provide either:
    - 2.1. A statement from their insurance company that Proposers can meet the insurance requirements set forth above; or
    - 2.2. An ACCORD Insurance Certificate that shows evidence of insurance that meets or exceeds the requirements set forth above.