

# REQUEST FOR PROPOSALS

**SOUTHWEST 600 – 800 BLOCKS WEST ATLANTIC AVENUE PROPERTIES**

**CRA PROJECT NO.: CRA 2018-07**



**RELEASE DATE: August 21, 2018**

**SUBMISSION DEADLINE: October 5, 2018 @ 2:00 pm**

**DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY  
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## **SECTION I: INVITATION AND GENERAL INFORMATION**

The Delray Beach Community Redevelopment Agency ("CRA") is seeking qualified developers to lease or purchase, and redevelop parcels owned by the CRA. The redevelopment sites are located within "The Set" of the CRA District on the south side of West Atlantic Avenue, between SW 6<sup>th</sup> and 8<sup>th</sup> Avenues ("Project Site") as shown on the attached map (Exhibit "A"). Associated map reference number, Palm Beach County Property Appraiser Property Control Numbers, and legal descriptions are also included (Exhibit "B").

The CRA is vested by the State of Florida pursuant to its powers under Florida Statutes, Chapter 163, Part III, the Community Redevelopment Act of 1969 as amended, with the authority to request proposals for the redevelopment of any area within its district in order to effectuate redevelopment pursuant to the goals and objectives of the Community Redevelopment Plan.

### **A. 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 90% 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.

### **B. Property Information**

The combined parcels in the Project Site comprise approximately 7.4 acres of land and is zoned Central Business District ("CBD") with a small portion zoned Medium Density Residential ("RM") as defined by the Land Development Regulations ("LDR") for the City. This site is also located just minutes from I-95 and approximately 30 minutes from Fort Lauderdale International Airport and Palm Beach International Airport. Further, the Project Site is within walking distance of shops and restaurants in Downtown Delray Beach and two-miles from the beach.

Notably, the Project Site is located in the West Atlantic Avenue Corridor (Sub-Area) of the Community Redevelopment Area known as “The Set”, which is a brand recently identified by the long-standing residential and business communities surrounding the West Atlantic Avenue corridor, from I-95 to Swinton Avenue. The Set is predominately a single family residential community with Delray Beach’s historic main streets of Atlantic and Fifth Avenues traversing the east-west and north- south corridors of the western end of Downtown Delray Beach.

In 2012, the West Atlantic Area Needs Assessment was conducted, and it identified a series of goals for the West Atlantic neighborhood related to the following: housing, priority uses in particular a grocer, accommodating retail space for local retailers, the inclusion of local trades, and employment opportunities during the development of the site. The requirements for these goals as they relate to this solicitation will be described in further detail in another section of this document. These goals are important to community members and should be carefully reviewed and thoughtfully applied when responding to this RFP.

## **SECTION II: GENERAL INFORMATION**

### **A. Survey**

Surveys of the identified properties are available for viewing at the CRA offices and may be downloaded at <http://delraycra.org/rfp/>.

### **B. Streets and Alleyways**

According to the Palm Beach County Traffic Division, the peak season daily traffic volume for 2017 on West Atlantic Avenue between I-95 and SW 8<sup>th</sup> Avenue was 45,050 trips, and between SW 8<sup>th</sup> and Swinton Avenues was 26,352 trips. Within the blocks between SW 7<sup>th</sup> and 9<sup>th</sup> Avenues, the alleyways adjacent to the CRA-owned properties on the north half of the blocks were abandoned in conjunction with the development application approved by the City Commission in 2016. It is noted the site is located within the City's Transportation Concurrency Exception Area ("TCEA"). The TCEA exempts the above-described areas from complying with the Palm Beach County Traffic Performance Standards Ordinance.

### **C. Palm Beach County Impact Fees**

Development of the subject properties will be subject to Palm Beach County Impact Fees. Please contact the Impact Fee Manager for Palm Beach County, Willie Swoope at 561-233-5025 for additional information or go to <http://discover.pbcgov.org/pzb/administration/Pages/Impact-Fees.aspx> to download relevant information.

### **D. Appraisal**

An appraisal of the subject properties was completed in May 2018 and is available in electronic form upon written request to the CRA taking into consideration the Cone of Silence/No Lobbying provision in Section VI. H. Proposer(s) should not rely solely on the information in the appraisals when compiling a proposal. The appraised value should be considered with all offers and requests for economic development incentives.

### **E. Environmental Study**

Environmental Site Assessments were conducted, and electronic copies are available upon written request to the CRA taking into consideration the Cone of Silence/No Lobbying provision in Section VI. H.

### **F. Land Use Regulations**

All proposals shall be subject to the City of Delray Beach land development approval process. The sites contain parcels zoned CBD - Central Business West Atlantic Neighborhood Sub-district, LDR Section 4.4.13 and RM Medium Density Residential Southwest Neighborhood Overlay District, LDR Section 4.4.6.

The CBD and RM districts prescribe a review and approval process for development as well as development standards. For a complete list of Permitted, Conditional, and Accessory Uses allowed in these districts, visit [www.mydelraybeach.com](http://www.mydelraybeach.com), Planning and Zoning Department, LDR, Section 4.4.13 and 4.4.6. Proposers should confer with the Delray Beach Planning, Zoning and Building Department for information on current regulations that apply to the subject properties, as well as any changes or contemplated changes to the LDRs.

## **G. Development Design**

Buildings on Atlantic Avenue should be no more than three-stories, situated adjacent to the public right-of-way, with lighted, wide and uninterrupted pedestrian sidewalks. The proposed project should have on-street parking along the public rights-of-way, as well as on-site parking lots (or garages) located at the rear of the development. Opportunities for shared parking with adjacent uses are desired. Wide arcades and sidewalks that promote pedestrian friendliness, open spaces, and activities along Atlantic Avenue are encouraged. Proposer(s) should refer to the CBD Development Standards - LDR Section 4.4.13 for more details.

## **H. Plans and Studies**

In addition to the LDR, development of the sites are envisioned in the Delray Beach Community Redevelopment Plan (amended 2014) ("Plan"), the West Atlantic Redevelopment Plan (amended 2000), the Southwest Area Neighborhood Redevelopment Plan (adopted 2003), the West Atlantic Area Needs Assessment (October 2012), the Downtown Retail Market Study (December 2017), Downtown Shopability Analysis (February 2018) and The Set Transformation Plan (pending adoption). In general, these plans call for development projects to consist of neighborhood-oriented commercial, retail, restaurant or service uses on the ground floor, with office and/or residential components occupying secondary floors. Office space may also be developed on the ground floor. Copies of these plans may be downloaded at <http://delraycra.org/rfp/>.

## **I. Previous Development Approvals**

In 2016, the majority of the properties (6.17 acres) received development approvals consisting of conditional use, site plan, alley abandonments, in-lieu of parking fee approval, and replat for the construction of a mixed-use development consisting of 40,264 square feet of commercial/retail space including a grocery store, 7,618 square feet of restaurant space, 20,000 square feet of office space and 107 apartment units, 22 of which workforce housing (income restricted) units (Exhibit "C"). Proposers should confer with the Delray Beach Planning, Zoning, and Building Department for more information regarding the development approvals.

**Note:** The development approvals above should not be construed as an entitlement that is financially feasible or warrants consideration without further due diligence.

## **SECTION III: PROJECT OBJECTIVES AND REQUIREMENTS**

### **A. Development Objectives**

The vision for redevelopment of the Project Site is for a mixed-use project including a mix of residential, a grocer, health and wellness facilities (urgent care, clinic, fitness), financial institutions (deposits loans, currency exchange), family entertainment venues (sports bar, jazz club/lounge, theater), as well as public/shared parking. Businesses that are oriented toward serving the local neighborhood, as opposed to a regional area are encouraged.

The Community Redevelopment Plan also recognizes the downtown area as a strategic location for office use and promotes the creation of high-paying jobs to create economic wealth for residents of the CRA District.

### **B. The Set Branding Initiative**

A new brand has emerged for the long-standing residential and business communities surrounding the West Atlantic Avenue corridor, from I-95 to Swinton Avenue. This area, collectively and historically referred to as the West Atlantic Avenue Neighborhood, has a new name that reflects both the rich history of the area and the growth and investment it is currently experiencing: The Set.



**WHERE YOU CAN.**

Launched in September 2016, the new identity is the result of a branding initiative coordinated by the West Atlantic Redevelopment Coalition ("WARC"). WARC is a nonprofit organization that was created to advise the CRA and City on redevelopment efforts in the area. This brand platform identifies a target audience and includes a logo and tag-line ("Where You Can") that pays homage to the past, present, and future positioning and opportunities for the area.

Certain challenges within this community have been identified and include:

- severe lack of affordable housing,
- many scattered, vacant lots,
- lack of tourist attractions on West Atlantic Avenue, and
- lack of area jobs.

The Set community does however have a robust history and sense of community pride. This pride has led the community to be resilient and persevere over the years. With the opportunity to develop a highly desired portion of The Set, it is important that Proposers take the rich heritage and spirit of The Set community into consideration when designing a proposed development for the Project Site.

### C. Residential Requirement

This mixed-use project requires a residential component. Proposers can determine a minimum or maximum amount of residential units to be incorporated in the proposed development for the Project Site.

In order to encourage a variety of unit types, and income ranges within the downtown area, opportunities to increase density are offered in the West Atlantic Neighborhood Sub-districts (LDR Section 4.4.13(H)(1)). This incentive program allows residential density to be increased over twelve (12) dwelling units per acre, up to thirty (30) units per acre. There is a requirement that a minimum of 20% of the dwelling units above the twelve units are workforce housing units, in accordance with LDR Article 4.7 - Family/Workforce Housing.

If the incentive program is utilized, the workforce housing can be accommodated on site on the three-block development, or through negotiations, can be accommodated offsite on CRA owned lots. The CRA owned parcels offered as a location to accommodate the workforce housing requirements are shown in Exhibit "D": Potential Off-Site Workforce Housing Location Map and further detailed in Exhibit "E": Property Control Number and Location Description. The availability of the CRA-owned parcels is subject to change, however other CRA-owned parcels may be available as they are acquired.

### D. Priority Uses

As identified in WARC's 2012 West Atlantic Area Needs Assessment, the prioritized uses in The Set area include neighborhood supportive commercial uses as follows:

- Full-service grocery store defined as "a retail operation affiliated with a regional grocery chain and consisting of no less than 20,000 square feet of retail space offering to the general public but not limited to the sale of fresh fruits and fresh vegetables, dairy products meat products, frozen food and vegetables, bakery items and toiletries." \*Note this is a required use.
- health and wellness facilities (urgent care, clinic, fitness);
- pharmacy\*;
- financial institutions (deposits loans, currency exchange)\*;
- family/social entertainment (sports bar, jazz club/lounge, amusement venues); and
- office, retail, and service uses.

**Note:** The pharmacy and financial institution may be located within the full-service grocery store.

The full-service grocer use is a requirement in this development project. Proposer(s) will be required to identify how the grocer use will be incorporated into the overall development and identify shared parking or other design elements that create a connected and integrated three-block development. Proposers must provide a letter of intent from a company that will operate a full-service grocery store at the Project Site. The letter of intent shall include the type of grocer, the proposed size/square footage of the store, and the timeline to complete construction of the grocery store.



Proposer(s) are encouraged to include the other prioritized uses into their development concept for the Project Site.

#### **E. Local Inclusion and Participation Requirement**

The CRA recognizes the importance of local inclusion and participation with respect to redevelopment within the CRA District. Since 2013, the CRA has been working closely with WARC, the Northwest Southwest Neighborhood Alliance, Village Elders, and other community partners and leaders to advance the concept of community benefits in future redevelopment projects and requests for proposals.

Local inclusion and participation elements which have been prioritized by the community include:

- small business inclusion
- local hiring
- local contractor teaming/joint ventures
- inclusionary and mixed-income housing programs
- wealth-building initiatives
- small business training
- development and capacity building
- student apprenticeships
- cultural preservation (with an emphasis on the African Diaspora) and
- community legacy initiatives and public meeting spaces

As a result, and to support the Plan and the needs of the surrounding community, Proposer(s) must address the recommendations for a Local Inclusion and Participation Plan with at least the following components:

The Proposer(s) must state how they will identify and qualify six (6) subcontractors/vendors, and what specific alternatives for community participation from this list above will apply if the number of qualified candidates is not identified.

The Proposer(s) must state how they will identify and qualify thirty (30) skilled and unskilled construction laborers, and what specific alternatives for community participation from the list above will apply if the number of qualified candidates is not identified.

The Proposer(s) must state how they will disseminate information about available job opportunities and bids for work prior to the start of the construction of the project.

#### **F. Existing Tenant and Local Small Business Relocation Plan**

The existing building on the Project Site located at 700 W. Atlantic Avenue (“700 building”) is currently the home of four (4) local small businesses who are in possession of four separate leaseholds. Proposers will be required to temporarily accommodate all four (4) tenants during the construction phase of the development project.

Two (2) of the four (4) tenants (Klein's Multi-Services & Blanc Fresh Cut Barber Shop) each currently occupies 790 square feet and the CRA desires that these tenants are incorporated into the final development at the Project Site. Proposals must include space for the two tenants listed above and at least one additional local business. Proposals must also include a plan for the relocation of the other two (2) businesses in the 700 building.

## **G. Economic Development Incentives & Public/Private Partnership Opportunities**

The CRA has a toolbox of established economic development incentives to catalyze investment, to promote opportunities for new and expanding businesses, and to create better jobs.

Provided that there are financial impacts to the project based on the requirements above, the Proposer may apply for, or propose alternatives for CRA financial assistance to mitigate those financial impacts. These tools may be utilized in response to the RFP and include:

- 1) Development Infrastructure Assistance Program – CRA may reimburse a private for-profit organization fifty percent (50%) of the costs of eligible site improvements for an eligible commercial project, up to an amount not to exceed 50% of the projected Tax Increment Funds generated by the improvements over a five (5) year period following project completion, not to exceed \$250,000.
- 2) Land Value Investment Program – Entities may lease CRA-owned land for up to 60 years at severely discounted rates during the first fifteen years. In exchange, the entity builds a multi-story building with retail on the ground floor and Class A office space and other uses on additional floors.
- 3) Job Creation Bonus Program – This program is designed to help attract and grow the number of businesses within the CRA District while increasing the number of quality *(average annual wages must meet or exceed County's average wages)* jobs in the community.

For a more detailed description of these programs and their guidelines, please visit [www.delraycra.org](http://www.delraycra.org) and click Economic Development Incentives under the Economic Development & Grants section.

Additionally, incentives are contingent on CRA funding availability, CRA Board approval, and the execution of an agreement by the CRA and the applicant. Incentives are not to be construed as an entitlement, or right of a property owner or applicant. The CRA has the right to approve or deny any grant and/or incentive application in its sole discretion and absolute determination and evaluation. The submittal of an application request for incentives is not a guarantee of assistance.

In addition to the CRA Incentives outlined above, the CRA is open to opportunities to create a public/private partnership with the selected applicant. Examples may include but are not limited to co-ownership or master leasing an area of office and/or retail space for local small businesses who would help fulfill the Plan objectives.

## **SECTION IV: SUBMITTAL REQUIREMENTS AND FORMAT**

### **A. TAB #1 – Letter of Transmittal**

Please include a general introduction statement identifying the party responding to this RFP and its understanding and commitment to the project, and a statement of understanding of the goals and desires of The Set community related to the type of project envisioned for the SW 600-800 Blocks of West Atlantic Avenue. Also include a general introduction statement identifying the party responding to this RFP and an acknowledgement letter in the form attached as Exhibit “F” and signed by the Proposer.

### **B. TAB #2 – Firm Information, Qualifications, and Experience**

- A. Prime Firm Information: please include (a) firm name, address; telephone and fax numbers email address; (b) ownership/organization structure; (c) parent company if applicable); and (d) officers and principals.
- B. Partner or Affiliated Firm: please include (a) firm name, address, telephone number, fax number and email address for each Partner, Equity Partner or Affiliated firm participating in the development project; (b) ownership structure and/or affiliation with the Prime Firm; and (c) officers and principals and key personnel.
- C. Description and qualifications of all key personnel above, including: (1) the principal-in-charge; (2) the partners; (3) the project manager; (4) the general contractor if applicable; and (5) all other key personnel or sub consultants who will be assigned to the project. Provide a brief description to include qualifications and years of experience for each individual, as well as resumes.

Provide an organization chart identifying all individuals who will participate in the proposed project. Only individuals that will be actively involved and engaged in the development of the site can be listed as key personnel.

- D. Professional References: Please provide three (3) professional references from projects completed in the last seven (7) years.

### **C. TAB #3 – Project Design/Development Concept**

- A. Project Overview: A general overview of the proposed development project, including but not limited to: (1) Proposer(s) analysis of the proposed project; (2) renderings of the proposed project; (3) a description the proposed project, including unique features and opportunities; and (4) impact of and relationship to adjacent properties. Proposer(s) should demonstrate how the vision for the Project Site will create an economically viable destination that will complement the adjacent residential community, create jobs, and compliment the rich history of The Set.
- B. Site Plan Submittal: Submit a conceptual site plan and one or two conceptual elevations on a sheet or sheets measuring 24” by 36” at a scale of one-inch equals twenty feet (1” = 20’). The site plan should include, at a minimum, the location of proposed building(s) and the public streets surrounding the site. The plans must

indicate the height(s) of all proposed buildings. Parking, sidewalks, and major landscaping features should be illustrated. In addition, the Proposer(s) should reduce the site plan to a format measuring 8 ½" by 11" or 11" by 17" for ease of distribution, and an electronic version of the same on PDF format.

- If additional property/properties is/are to be incorporated into the proposed development, the RFP response must include proof of ownership of that property or a notarized letter of intent/interest from the property owner. If additional property/properties is/are to be used to meet the minimum requirements for off-site parking, a valid, signed agreement for the use of the property in compliance with the LDR's must be included in the RFP response. In the absence of such documentation, the additional property/properties or parking will not be considered in evaluating the proposal.
- C. Floor Plan: Submit basic floor plans of the proposed buildings on a sheet or sheets measuring 24" by 36", primarily for the purpose of indicating the square footage of each use. The Proposer(s) may choose an architectural scale appropriate to communicate the concept of the proposed project. In addition, the Proposer(s) should reduce the floor plans to a format measuring 8 ½" by 11" or 11" by 17" for ease of distribution, and an electronic version of the same on PDF format.
- D. Use Plan Submittal: State the anticipated uses within the proposed project and specify the total square footage of the proposed project and the breakdown of each proposed use. Proposer(s) should consider the Priority Uses for the Project Site described in Section III. D in formulating their use plan.
- A full-service grocery store must be included in the Use Plan. The Proposer(s) response shall include a letter of intent from a grocer and must clearly define the type of grocer, the proposed size or square footage, and the timeline to open the grocer.
  - The Use Plan must also include a residential component utilizing the City's Article 4.7 Family/Workforce Housing density program and be currently permissible under the City LDR's.
  - For the commercial uses in the proposed development, the Proposer(s) may submit letters of intent from committed and/or potential commercial tenants.
- E. Schedule: Submit a time schedule for the completion of the project including the building, parking, and off-site improvements. The CRA's preference is a single-phase development, however, if the project is proposed to be developed in phases, then the time schedule should reflect the phases based upon realistic development time frames.

#### **D. TAB #4 – Financial Structure**

- A. Project Cost: Submit a total project cost analysis stating, by category, the major elements of the project. The major cost items shall include, at a minimum, land costs, site development costs (including but not limited to paving, grading, drainage, landscaping, site lighting, right-of-way improvement, and surface parking) building construction costs (including parking garages, if applicable), permit and impact fees,

tenant improvement allowances, architectural and engineering costs, marketing costs, financing costs, and any other significant costs.

- B. Operating Pro Forma: Submit a preliminary operating pro forma estimating the development's operating income and expenses for a period of time (minimum 3 years) after completion to demonstrate financial feasibility.
- C. Sales/Lease Information: Projections of sales and/or leases over time. This should also provide information on anticipated sale/lease rates for the commercial and residential uses, including vacancy contingency through time. Estimates of project operating expenses (including property taxes, insurance and maintenance costs), annual debt service, and marketing and sales costs. Gross Income, Net Operating Income, Proposer(s) Cash-Flow before taxes, and Return on Investment to project partners and investors.
- D. Financing Plan: Submit a financing plan which includes a proposal for securing construction and permanent financing for the project. The financing plan should account for all debt and equity investment required to fund the project as well as an analysis of the project's return on investment, debt service coverage ratio and other financial information that will indicate the financial strength of the proposed development. Third party evidence of an ability to secure financing such as a preliminary financing commitment letter or letter of interest from a lending institution or other primary source of investment financing must accompany the RFP response. A firm financing commitment from a lending institution or other source of investment financing will be required prior to the closing of the sale of the land, or as otherwise stipulated in negotiated agreements between the proposer and the CRA.

#### **E. TAB #5 – Fiscal Impact**

- A. Provide an estimate of the fiscal impact of the proposed project.
- B. Provide information on the number and types of job generation expected upon stabilization of the proposed project.
- C. Identify any requests for CRA incentive programs, amount of funding requested, details of the costs and financial benefits to the CRA as well as details of how the proposed incentive is consistent with the objectives of the Community Redevelopment Plan and the applicable plans adopted by the City.
- D. If a public-private partnership with the CRA is contemplated, the terms of such an arrangement must be specified, including the proposed financing arrangements, ownership structure, the responsibilities of each entity, and other pertinent information.
- E. Identify the purchase price, lease terms or financial structure proposed for acquisition/lease of the site. A firm purchase price or specific financial purchase/lease terms is required. The failure to comply with the "Terms of Purchase" provisions will result in disqualification of the proposal.

- F. Proposer(s) shall enclose a check in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) payable to the CRA as a deposit. Proposer(s) not selected for negotiation will have their deposits returned. Deposit will be applied to the purchase or lease term for the selected Proposer(s).

## **F. TAB #6 – Community Inclusion**

- A. Relocation Plan Submittal: Provide a Relocation Plan for the four (4) tenants presently in possession of four (4) separate leaseholds currently located on the subject property at 702 and 704 West Atlantic Avenue (Klein's Multi-Services & Blanc Fresh Cut Barber Shop). The relocation site may consist of comparable or greater space made available within the Proposer(s) redevelopment site. The proposal must specify the minimum square footage and ownership or leasing arrangement, including estimated costs. If the proposal provides relocation space on the premises, arrangements must be made for temporary business location during the construction period.
- B. Local Inclusion and Participation Submittal: As a result, and to support the Community Redevelopment Plan and the needs of the community, Proposer(s) must provide a Local Inclusion and Participation Plan with **at least** the following components:
- A local small business participation and inclusion plan to provide opportunities for at least six (6) subcontractors or vendors who have their primary residence or registered physical business within the US Postal Zip Codes of 33444, 33445, and 33483 within the incorporated city limits of the City of Delray Beach.

By way of example, vendors may include suppliers, manufacturers, consulting firms, architects, attorneys, engineers, companies providing surveying or testing, or any other services that are relevant to construction.

- A local hiring plan for the proposed project that is verifiable and features skilled and unskilled construction jobs with livable wages for at least 30 (thirty) local persons whose primary residence is in the following Priority Census Tracts: 66.04 – BG-1 only, 66.05, 67, 68.01, 68.02, 69.08 – BG-1 only, as illustrated in Exhibit “G”.
- A schedule of at least two (2) job fairs conducted by the Proposer(s) and/or General Contractor within the CRA District to notify local contractors and vendors of bid opportunities related to the construction of the project.
- A schedule of at least two (2) job fairs conducted by the Proposer(s) and/or General Contractor within the CRA District to notify skilled and unskilled laborers of job opportunities related to the construction of the project.
- A willingness to work with the CRA and other community partners such as the City's Office of Economic Development, Inc. Pad, CareerSource Palm Beach County et al. when seeking local laborers and subcontractors to and support community benefits detailed in the proposal.

**Note:** Proposer(s) are encouraged to provide a construction management teaming plan with local general contractors whose business or owner's residential address is within the US Postal Zip Codes identified above.

#### **G. TAB #7 – Sample Projects and References**

- A. Provide a detailed description of at least two (2) but not more than four (4) completed development projects within in the last ten (10) years that are similar in size and scope to what would be proposed for this development site. Please provide physical address for each sample project.
- B. Provide pictures, architectural rendering or plans, site plans, or other documents to thoroughly describe the project as built.
- C. Provide total project costs, the financing structure, timeline from design to completion, and other elements related to financing and completing the project.
- D. Provide information on the ownership and development team and organization for each project(s) including Principals, Partners or Joint Venture Partner, General Contractors, sub consultants, and others involved in the project and their roles.
- E. Provide a name and contact information for each project(s) from the public sector with awareness or direct experience such as a development, planning, permitting, or building official related to the project(s). If the entity has not engaged in a public private project, please provide public sector references who can speak to the entities capability. Please provide a minimum of 2 projects or references.
- F. Provide a list of all governmental entities/clients with which the entity responding to the RFP, its directors, officers, and principals have had a similar contract for development, within the past seven (7) years, and provide the name, address, and telephone number for each director, officer, and principal.

**Note:** Please note that in assessing the qualifications of the Proposer(s) the CRA may visit each project site submitted.

#### **H. TAB #8 – Financial Capacity and Capability**

- A. Provide relevant financial information to substantiate the entities ability to finance or secure financing for the project including but not limited to: available equity and/or a percentage share of equity that can be provided by the proposer to the project, identification of other equity partners and the relationship thereof with the proposer, or written statements from financing sources as to the entities past performance and likelihood of financing for this project (does not require a letter of commitment).
- B. Proposer(s) must make available for inspection at his or her place of business, a current (audited, if available) financial statement of the proposing entity 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). If the proposing entity is to be created specifically for the intended

project or if the proposing entity is less than three years old, then each partner or stockholder must submit its own financial statement as described above.

**I. TAB #9 – Litigation, Disciplinary Proceedings, and Conflicts**

- A. Provide a list and description of any litigation matters, including arbitration proceedings, in the past seven (7) years, whether civil, criminal, or foreclosures, bankruptcy proceedings involving the entity responding to the RFP, its directors, officers, and principals who will be involved in the proposed project. Include a description and details for each case, specifying the court and case/docket number.
- B. Identify any type of disciplinary proceeding which the entity responding to the RFP its directors, officers, and principals who will be involved in the proposed project have been involved in in the past seven (7) years, and provide a description of each such disciplinary proceeding.
- C. Identify any existing or potential conflicts of interest and disclose any contracts, agreements or other relationships of the entity responding to the RFP its directors, officers, and principals who will be involved in the proposed project, that might be considered a conflict of interest with either the CRA or the City with regard to the development at the Project Site.

**J. TAB #10 – Additional Considerations**

Identify any additional or unique resources, capabilities, or assets which the Proposer(s) believes is beneficial to consider in reviewing the Proposer(s) qualifications.



## **SECTION V: EVALUATION CRITERIA, SUBMISSION FORMAT, AND SELECTION PROCEDURE**

### **A. Evaluation Criteria**

Each proposal will be evaluated individually by a selection committee and will be ranked. Proposals must be fully responsive to the requirements described in this RFP, and to any subsequent requests for clarification or additional information made by the CRA through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. The firms that meet the minimum requirements and ranked will be presented to the CRA Board for approval of the rankings. Each Proposer will be evaluated on the criteria listed below:

<b>Item</b>	<b>Criteria</b>	<b>Evaluation Criteria</b>
<b>1.</b>	<b>Development Team Experience 20 Points</b>	<ul style="list-style-type: none"> <li>Clearly demonstrate the experience of the Team and background for developing similar projects.</li> </ul>
<b>2.</b>	<b>Project Concept 25 Points</b>	<ul style="list-style-type: none"> <li>Provides for a mixed-use concept /parking etc.</li> <li>Full-Service Grocer (REQUIRED USE)</li> <li>Inclusion of Priority Uses</li> <li>Design/architectural</li> <li>Size and Scale of project</li> <li>Schedule to deliver project</li> <li>Enhances the City of Delray Beach's unique identity and sense of place</li> <li>Integrates into neighborhood and emphasizes aesthetic massing and proportion and establishes a strong relationship with the streets</li> </ul>
<b>3.</b>	<b>Community Inclusion 20 Points</b>	<ul style="list-style-type: none"> <li>Tenant Space for Local Businesses</li> <li>(6) Subcontractors commitment</li> <li>(30) Local hires commitment</li> <li>Other (describe)</li> </ul>
<b>4.</b>	<b>Financial Structure 20 points</b>	<ul style="list-style-type: none"> <li>Pro Forma review</li> <li>Sufficient capital</li> <li>Equity commitments</li> <li>Project cash flow projections</li> </ul>

5.	<p style="text-align: center;"><b>Fiscal Impact</b></p> <p style="text-align: center;"><b>15 Points</b></p>	<ul style="list-style-type: none"> <li>• Provides for the highest or best purchase price or best lease terms</li> <li>• Provides new jobs for residents of the city and county</li> <li>• Provides a substantial economic impact to the City of Delray Beach</li> </ul>
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## **B. Submission Format and Selection Procedure**

Proposer(s) are required to submit: one (1) unbound printed original, ten (10) copies, and an electronic PDF file of the full response, sealed, and marked on the outside of the package “*2018 Southwest 600 – 800 Blocks West Atlantic Avenue Redevelopment Proposal*”, delivered to 20 N. Swinton Avenue, Delray Beach, FL 33444, no later than 2:00 pm on Friday, October 5, 2018. CRA staff will open the proposals after that time and thereafter review them for compliance with submission requirements. The CRA will establish a review committee to evaluate the proposals, rank each of the proposals, and recommend a developer in accordance with the selection criteria listed above and the redevelopment objectives of the CRA.

Up to three (3) of the top ranked proposals will be invited to make presentations at a scheduled advertised CRA Board Meeting. Thereafter, the CRA Board of Commissioners will rank the proposals at a CRA Board Meeting on a date to be determined. Thereafter, CRA staff will then enter into negotiations with the top-ranked proposer for a period of ninety (90) days. If an agreement in principle cannot be reached with the top-ranked proposer within ninety (90) days, CRA Staff will commence negotiations with the next highest ranked proposer, and so on until an acceptable agreement has been reached. Attached is the CRA’s template for the Purchase & Sale Agreement that will be the basis for these negotiations (Exhibit “H”).

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

Proposals submitted to the CRA in response to this RFP shall be considered irrevocable until after a proposer is selected to enter into an agreement with the CRA. Withdrawal during this period or a failure to participate in the requirements of the bid process shall result in a forfeiture of the deposit.

Any and all decisions by the CRA to modify the schedule described herein, requests for additional information, reject insufficient or unclear proposals, formulate an objective point system for review, rate and rank proposals, negotiate agreements, abandon negotiations, approve agreements, etc., shall be at the CRA’s sole and absolute discretion and no protests whatsoever shall be considered by the CRA. Submittal of a reply to this solicitation on the part of any and all proposers constitutes acceptance of this policy.

### C. RFP Timetable\*

RFP Issued	August 21, 2018
Pre-Proposal Conference Delray Beach City Hall, First Floor Conference Room, 100 NW 1 <sup>st</sup> Avenue, Delray Beach, FL 33444. (Attendance is on a voluntary basis. PLEASE NOTE: This will be the only opportunity for applicants to directly address CRA staff regarding the RFP.)	August 29, 2018 2:00 pm
Deadline for Questions	September 24, 2018 5:00 pm
RFP Submittal Delray Beach CRA office located at 20 N. Swinton Avenue, Delray Beach, FL 33444.	October 5, 2018 2:00 pm
Selection Committee Ranking	November 6, 2018
Oral Presentations (if required)	November 13, 2018
CRA Board Approval	December 2018

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

## **SECTION VI: GENERAL TERMS AND CONDITIONS**

### **A. Bid Bond**

The Proposer(s) must submit with the proposal, a Bid Bond from an acceptable surety or cash sum represented by a cashier's check in favor of the CRA in an amount equal to Twenty-Five Thousand and 00/100 Dollars (\$25,000.00). The initial bid bond will be returned after one hundred twenty (120) days from the date of delivery (submission deadline) to any proposer who has not been selected to negotiate a contract with the CRA during that period or with any proposer with whom any negotiations have been terminated. For the proposer that enters into an agreement with the CRA, the bid bond will be returned at the time of execution of the contract for sale and purchase of the property and a deposit has been made as part of the contract.

### **B. Deposits**

A non-refundable application fee of Five Hundred and 00/100 Dollars (\$500.00) will be required to cover processing costs. Checks should be made out to the Delray Beach Community Redevelopment Agency.

### **C. Buy-Back Provision**

The CRA will require a right to repurchase the property which is anticipated to be conveyed to the proposed developer as part of the final contract in the event the purchaser fails to complete its obligations for the commencement of the project within an agreed upon time.

### **D. Registration and Addenda**

All interested parties must register their name, address, telephone number and e-mail address at the CRA in order to receive any changes, additions, addendums or other notices concerning this project.

### **E. Pre-Submittal Meeting**

A pre-submittal meeting will be held at 2:00 pm, August 29, 2018, at Delray Beach City Hall - First Floor Conference Room, 100 NW 1<sup>st</sup> Avenue Delray Beach, FL 33444. Attendance is on a voluntary basis.

PLEASE NOTE: This will be the only opportunity for applicants to directly address CRA staff regarding the RFP.

### **F. Site Visits**

Any interested party may visit the site at any time.

## **G. Right to Withdraw**

The CRA specifically reserves the right to refrain from awarding a contract for the sale of any or all of the subject property to any persons and to withdraw from the process and/or negotiations at any time at its sole and absolute discretion. The CRA reserves the right to enter into a contract with any of the Proposer(s) on the basis of the impact on redevelopment by the proposed project at the CRA's sole and absolute discretion and not necessarily to the proposer offering the highest purchase price. The CRA expressly reserves the right to obtain economic feasibility studies or third-party evaluation with regard to any part of the subject proposals.

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

As to any matter relating to this RFP, any Proposer(s), 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 RFP. For purposes of clarification, a team'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 Pre-Submission meeting. All inquiries must be in writing and directed to the CRA ([jadusinghr@mydelraybeach.com](mailto:jadusinghr@mydelraybeach.com)). Any violation of this condition may result in rejection and/or disqualification of the proposer. This "Cone of Silence/No Lobbying" is in effect from the date of publication of the RFP and shall terminate at the time the CRA Board selects a proposal, rejects all proposals, or otherwise takes action which ends the solicitation process.

## **I. Questions**

Questions and inquiries concerning the proposal and specifications of the solicitation shall be submitted in writing and directed to the Delray Beach Community Redevelopment Agency, 20 N. Swinton Avenue, Delray Beach, FL 33444 (or [jadusinghr@mydelraybeach.com](mailto:jadusinghr@mydelraybeach.com)) for receipt no later than ten (10) calendar days prior to the date set for receiving proposals (September 24, 2018 @ 5:00 p.m.). Oral explanations, information and instructions shall not be considered binding on the CRA. All Proposer(s) 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.

## **SECTION VI: DISCLOSURE AND DISCLAIMERS, FORMS, AND EXHIBITS**

This RFP is being issued by the CRA. As more fully set forth in this RFP, any action taken by the CRA in response to proposals made pursuant to this RFP, 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 RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the CRA.

In its sole discretion, the CRA may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from this RFP. In its sole discretion, the CRA may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter a "Proposer").

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

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the CRA, nor its representatives, provide any assurances as to the accuracy of any information in this proposal. Any reliance on the contents of this RFP, 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 RFP 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 RFP, or the selection and award process 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 RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP 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 RFP is at the sole risk and responsibility of the party submitting such proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP 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 Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

The CRA reserves the right to select the proposal which, in the opinion and sole discretion of the CRA, will be in the best interest and/or most advantageous to the CRA. The CRA reserves the right to waive any irregularities and technicalities and may, at its discretion, request re-submittal of proposals. All expenses in preparing the proposal and any re-submittals shall be borne by the Proposer.

The CRA and the Proposer will be bound only if and when a proposal, as it may be modified, is approved and accepted by the CRA, and the applicable agreements pertaining thereto are approved, executed and delivered by the 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 RFP 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 bid form and shall remain confidential to the extent permitted by the Public Record Law until the date and time selected for opening responses.

## AUTHORIZATION FOR RELEASE OF INFORMATION

To whom it may concern:

The undersigned hereby authorizes you to release to the Community Redevelopment Agency of the City of Delray Beach any information in your possession regarding the undersigned either of a professional credit or personal nature including the statement of your opinions with regard to the undersigned's professional credit and personal character.

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ who is personally known to me or who has respectively produced as identification and did not take an oath.

(Seal)

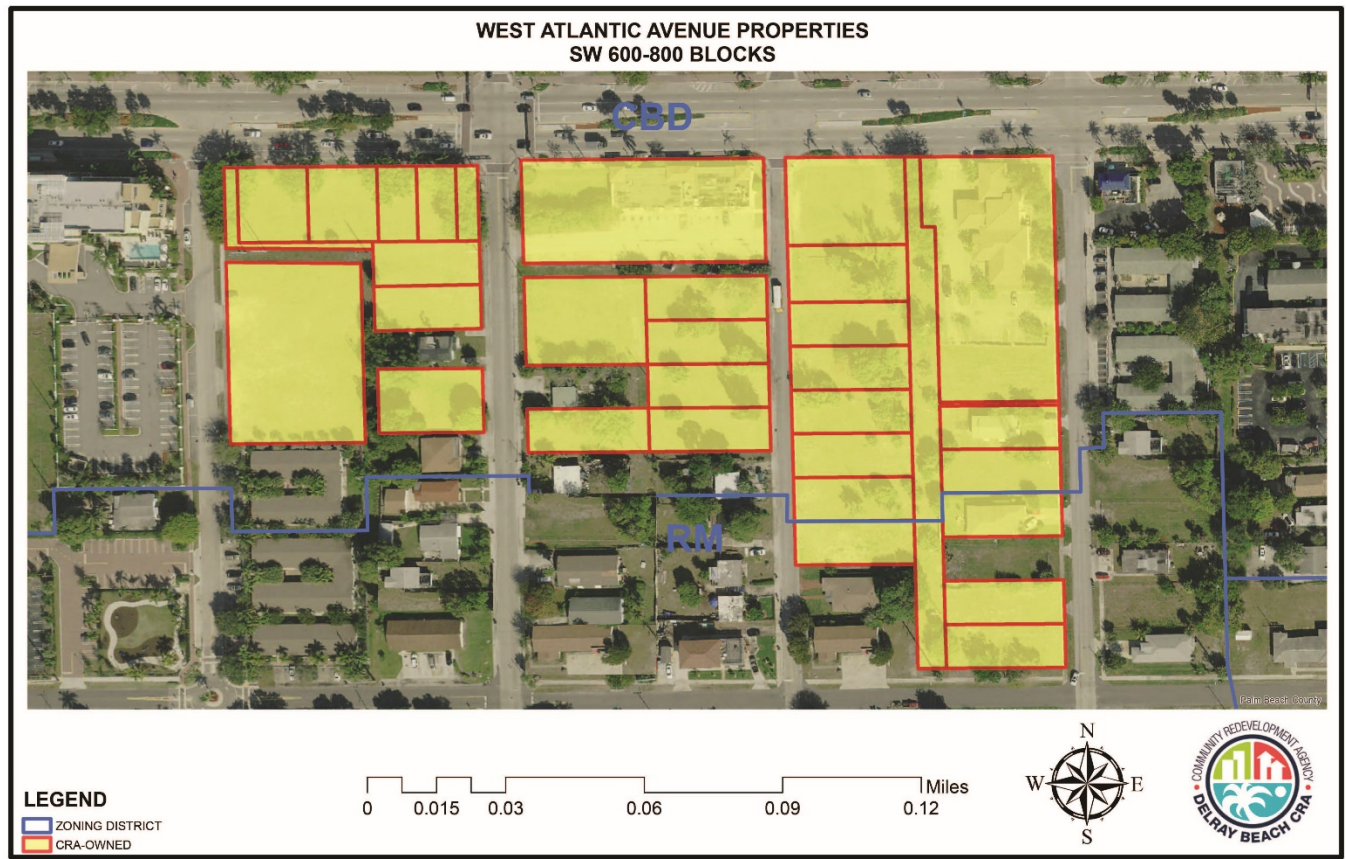
Notary Public: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Commission No: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
Home Telephone Number: \_\_\_\_\_  
Business Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Professional License Number: \_\_\_\_\_



# EXHIBIT "A"

## MAP



## **EXHIBIT “B”**

### **CRA – OWNED PROPERTIES (SW 600 – 800 BLOCKS (SW 6<sup>TH</sup> - SW 8<sup>TH</sup> AVENUES) LEGAL DESCRIPTIONS**

<b>MAP NO.</b>	<b>PCN</b>	<b>600 BLOCK LEGAL DESCRIPTION</b>
	12-43-46-16-01-013-0011	TOWN OF DELRAY, S 100 FT OF N 120 FT OF W 135 FT OF BLK 13
	12-43-46-16-01-013-0010	TOWN OF DELRAY, S 65 FT OF N 185 FT OF W 135 FT OF BLK 13
	12-43-46-16-01-013-0020	TOWN OF DELRAY, S 50 FT OF N 235 FT OF W 135 FT OF BLK 13
	12-43-46-16-01-013-0030	TOWN OF DELRAY, S 50 FT OF N 285 FT OF W 135 FT OF BLK 13
	12-43-46-16-01-013-0031	TOWN OF DELRAY, S 50 FT OF N 335 FT OF W 135 FT OF BLK 13
	12-43-46-16-01-013-0040	TOWN OF DELRAY, S 50 FT OF N 385 FT OF W 135 FT OF BLK 13
	12-43-46-16-01-013-0050	TOWN OF DELRAY, S 50 FT OF N 435 FT OF W 135 FT OF BLK 13
	12-43-46-16-01-013-0060	TOWN OF DELRAY S 50 FT OF N 485 FT OF W 135 FT OF BLK 13
	12-43-46-16-01-013-0240	TOWN OF DELRAY BLK 13 (LESS S 584.5 FT OF W 135 FT, S 80 FT OF N 100 FT OF E 150 FT, S 200 FT OF N 300 FT OF E 135 FT, S 300 FT OF E 135 FT & N 20 FT W ATLANTIC AVE R/W)
	12-43-46-16-01-013-0090	TOWN OF DELRAY, S 80 FT OF N 100 FT OF E 150 FT & S 200 FT OF N 300 FT OF E 135 FT OF BLK 13
	12-43-46-16-01-013-0140	TOWN OF DELRAY N 50 FT OF S 300 FT OF E 135 FT BLK 13
	12-43-46-16-01-013-0160	TOWN OF DELRAY, N 50 FT OF S 250 FT OF E 135 FT OF BLK 13
	12-43-46-16-01-013-0170	TOWN OF DELRAY N 50 FT OF S 200 FT OF E 135 FT OF BLK 13
	12-43-46-16-01-013-0190	TOWN OF DELRAY N 50 FT OF S 100 FT OF E 135 FT OF BLK 13
	12-43-46-16-01-013-0200	TOWN OF DELRAY S 50 FT OF E 135 FT OF BLK 13
		<b>700 BLOCK LEGAL DESCRIPTION</b>
	12-43-46-17-02-005-0010	SUB OF BLK 5 DELRAY BEACH LTS 1 TO 11 INC (LESS N 20 FT) BLK 5
	12-43-46-17-02-005-0120	SUB OF BLK 5 DELRAY BEACH, LTS 12 & 13, BLK 5
	12-43-46-17-02-005-0150	SUB OF BLK 5 DELRAY BEACH, LT 15, BLK 5
	12-43-46-17-02-005-0210	SUBDIV OF BLK 5, DELRAY BEACH, LT 21, BLK 5
	12-43-46-17-02-005-0220	SUBDIV OF BLK 5, DELRAY BEACH, LT 22, BLK 5
	12-43-46-17-02-005-0230	SUBDIV OF BLK 5, DELRAY BEACH, LT 23, BLK 5
	12-43-46-17-02-005-0240	SUBDIV OF BLK 5, DELRAY BEACH, LT 24, BLK 5
		<b>800 BLOCK LEGAL DESCRIPTION</b>
	12-43-46-17-35-002-0100	BELAIR HEIGHTS, DELRAY, LT A, BLK 2
	12-43-46-17-42-009-0080	SUB 17-46-43 W 80 FT OF E 300 FT OF S 130 FT OF N 145 FT OF LT 9 /LESS R/W SR 806/
	12-43-46-17-34-000-0040	MYRICKS SUB, LTS 4 & 5 /LESS R/W SR 806/
	12-43-46-17-34-000-0022	MYRICKS SUB, W 5 FT OF LT 2 & LT 3 /LESS R/W SR 806/
	12-43-46-17-34-000-0021	MYRICKS SUB, LT 2 /LESS R/W SR 806 & W 5 FT/
	12-43-46-17-34-000-0010	MYRICKS SUB, LT 1 /LESS R/W SR 806/
	12-43-46-17-35-002-0010	BELAIR HEIGHTS, DELRAY LTS 1 TO 4 INC BLK 2
	12-43-46-17-42-009-0070	17-46-43, S 50 FT OF N 195 FT OF E 147 FT OF E 1/2 OF LT 9
	12-43-46-17-42-009-0020	17-46-43, S 50 FT OF N 245 FT OF E 147 FT OF E 1/2 OF LT 9
	12-43-46-17-35-002-0110	BELAIR HEIGHTS LT B BLK 2





**EXHIBIT "D"**

**POTENTIAL OFF-SITE WORKFORCE HOUSING LOCATION MAP**

**LOCATION MAP**



## **EXHIBIT "E"**

### **PROPERTY CONTROL NUMBER AND LOCATION DESCRIPTION FOR POTENTIAL OFF-SITE WORKFORCE HOUSING**

PCN 12-43-46-17-31-000-0110  
700 SW 2<sup>nd</sup> Court, Delray Beach, Florida 33444  
Carver Square, Lot 11

PCN 12-43-46-17-31-000-0120  
SW 2<sup>nd</sup> Court, Delray Beach, Florida 33444  
Carver Square, Lot 12

PCN 12-43-46-17-31-000-0130  
SW 2<sup>nd</sup> Court, Delray Beach, Florida 33444  
Carver Square, Lot 13

PCN 12-43-46-17-31-000-0140  
SW 2<sup>nd</sup> Court, Delray Beach, Florida 33444  
Carver Square, Lot 14

PCN 12-43-46-17-31-000-0150  
716 SW 2<sup>nd</sup> Court, Delray Beach, Florida 33444  
Carver Square, Lot 15

PCN 12-43-46-17-31-000-0160  
SW 2<sup>nd</sup> Court, Delray Beach, Florida 33444  
Carver Square, Lot 16

PCN 12-43-46-17-31-000-0170  
713 SW 2<sup>nd</sup> Terrace, Delray Beach, Florida 33444  
Carver Square, Lot 17

PCN 12-43-46-17-31-000-0180  
709 SW 2<sup>nd</sup> Terrace, Delray Beach, Florida 33444  
Carver Square, Lot 18

PCN 12-43-46-17-31-000-0190  
705 SW 2<sup>nd</sup> Terrace, Delray Beach, Florida 33444  
Carver Square, Lot 19

PCN 12-43-46-17-31-000-0200  
703 SW 2<sup>nd</sup> Terrace, Delray Beach, Florida 33444  
Carver Square, Lot 20

PCN 12-43-46-16-01-008-0260  
SW 4th Street, Delray Beach, Florida 33444  
Town of Delray, Lots 26, 29, & 30

PCN 12-43-46-16-01-008-0270  
SW 4th Street, Delray Beach, Florida 33444  
Town of Delray, Lots 27 and 28

PCN 12-43-46-16-01-008-0310  
322 SW 7th Avenue, Delray Beach, Florida 33444  
Town of Delray, Lot 31

PCN 12-43-46-16-01-008-0320  
SW 7th Avenue, Delray Beach, Florida 33444  
Town of Delray, Lot 32

PCN 12-43-46-17-31-000-0210  
702 SW 2<sup>nd</sup> Terrace, Delray Beach, Florida 33444  
Carver Square, Lot 21

PCN 12-43-46-17-31-000-0220  
704 SW 2<sup>nd</sup> Terrace, Delray Beach, Florida 33444  
Carver Square, Lot 22

PCN 12-43-46-17-31-000-0230  
708 SW 2<sup>nd</sup> Terrace, Delray Beach, Florida 33444  
Carver Square, Lot 23

PCN 12-43-46-17-31-000-0240  
712 SW 2<sup>nd</sup> Terrace, Delray Beach, Florida 33444  
Carver Square, Lot 24

PCN 12-43-46-17-31-000-0250  
716 SW 2<sup>nd</sup> Terrace, Delray Beach, Florida 33444  
Carver Square, Lot 25

PCN 12-43-46-17-31-000-0260  
717 SW 3<sup>rd</sup> Street, Delray Beach, Florida 33444  
Carver Square, Lots 26 & 27

PCN 12-43-46-17-31-000-0280  
709 SW 3<sup>rd</sup> Street, Delray Beach, Florida 33444  
Carver Square, Lot 28

PCN 12-43-46-17-31-000-0290  
705 SW 3<sup>rd</sup> Street, Delray Beach, Florida 33444  
Carver Square, Lot 29

PCN 12-43-46-17-31-000-0300  
701 SW 3<sup>rd</sup> Street, Delray Beach, Florida 33444  
Carver Square, Lot 30

PCN 12-43-46-16-01-008-0340  
SW 7th Avenue, Delray Beach, Florida 33444  
Town of Delray, Lot 34

PCN 12-43-46-16-01-008-0350  
SW 7th Avenue, Delray Beach, Florida 33444  
Town of Delray, Lot 35 and 36

PCN 12-43-46-16-01-008-0370  
SW 7th Avenue, Delray Beach, Florida 33444  
Town of Delray, Lot 37

PCN 12-43-46-16-01-015-0320  
238 SW 6th Avenue, Delray Beach, Florida 33444  
Town of Delray, Lot 32 and 33

PCN 12-43-46-16-01-008-0330  
SW 7th Avenue, Delray Beach, Florida 33444  
Town of Delray, Lot 33

**EXHIBIT "F"**

**ACKNOWLEDGMENT LETTER**

**PROPOSERS SHALL INCORPORATE THIS ACKNOWLEDGEMENT  
LETTER IN THEIR SUBMITTAL PACKAGE**

\*\*\*\*\*

Re: City of Delray Beach Community Redevelopment Agency  
SW 600-800 West Atlantic Avenue Request for Proposals dated August 21, 2018

To: Procurement Official,

The undersigned has read the Delray Beach Community Redevelopment Agency's ("CRA") Request for Proposals ("RFP") for SW 600-800 West Atlantic Avenue dated August 21, 2018. On behalf of our proposal team, we agree to and accept the terms, specific limitations and conditions expressed therein. We have read, rely upon, acknowledge and accept the CRA's disclosure and disclaimer, which is fully incorporated by reference into this letter, and certify that the following requirements as further described the RFP are enclosed (**please initial each item**):

- \_\_\_\_\_ Identification of the portion or portions of the redevelopment site that the proposer is seeking to acquire
- \_\_\_\_\_ Identification of a use or combination of uses that meets or exceeds the project goals including parking ratios and provides economic impact to the West Atlantic Redevelopment Area (The Set).
- \_\_\_\_\_ A conceptual site plan including one or two conceptual elevations that visually describe the project, as well as basic floor plans.
- \_\_\_\_\_ Provide a development plan and timeframe for project development and construction
- \_\_\_\_\_ Price or lease amount that is being offered for the property, including the terms of payment, anticipated closing date, and any contingencies or requirements that would affect the acquisition
- \_\_\_\_\_ Completed applications for any CRA economic development incentives being sought for the project, including details about the amount of funding requested and how the incentives are consistent with objectives of the Community Redevelopment Plan and applicable plans for the area, if applicable
- \_\_\_\_\_ If additional property(ies) are being included, submit proof of ownership or valid signed sales contract indicating owner's agreement to sell the property to the proposer
- \_\_\_\_\_ Time schedule for completion of project including building, parking, and off-site improvement
- \_\_\_\_\_ Total project cost analysis stating major elements of the project, including at a minimum, costs for land, buildings, parking, plans, marketing, financing, etc. Include projections of sales and/or lease over time, and estimates of project expenses including debt, marketing and sales, and return on investment

- \_\_\_\_\_ Submit a preliminary operating pro forma estimating the development's operating income and expenses for a period of time (minimum 10 years) after completion to demonstrate financial feasibility
- \_\_\_\_\_ A plan for securing construction and permanent financing, including a preliminary financing commitment letter or letter of interest from a lending institution.
- \_\_\_\_\_ Information which permits an understanding of the Proposer's organizational structure and applicable information indicating the Proposer's financial strength as detailed in the RFP
- \_\_\_\_\_ Community inclusion plan based on information provided in the RFP
- \_\_\_\_\_ Priority uses stated herein included in proposed project
- \_\_\_\_\_ A Bid Bond from an acceptable surety or cash sum represented by a cashier's check in favor of the CRA in an amount equal to Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).
- \_\_\_\_\_ A non-refundable application fee of Five Hundred and 00/100 Dollars (\$500.00) to cover processing costs, check made payable to the Delray Beach CRA.
- \_\_\_\_\_ This Acknowledgment Letter properly signed in ink by the individual having the authority to bind the Proposer to this application
- \_\_\_\_\_ Required proposal documents delivered to the Delray Beach CRA offices at 20 N. Swinton Avenue Delray Beach Florida on or before the due time and date

And further certifies warrants and represents:

- \_\_\_\_\_ The only person(s) designated as principal(s) is (are) named therein and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the contract to be entered into.
- \_\_\_\_\_ The proposal is made in good faith and without collusion or fraud.
- \_\_\_\_\_ The submission of a proposal signifies that the Proposer understands and agrees to all elements of the proposal, and that such proposal may become part of any contract entered into between the CRA and the Proposer.
- \_\_\_\_\_ The selected Proposer will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the selection rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the CRA.
- \_\_\_\_\_ All proposals shall become the property of the CRA. Proposals become public record ten days after opening by the procurement office.
- \_\_\_\_\_ This RFP is for guiding each response; it is not to be construed as an offer by the CRA. The contents of this RFP are neither warranted nor guaranteed by the CRA.
- \_\_\_\_\_ The selected Proposer agrees that it is required to make a binding commitment to the project and agreed timetable supported by project completion guarantees and penalties for late completion.
- \_\_\_\_\_ All Proposers must disclose with their proposals the name of any officer, director, or agent who is an employee of the CRA or City of Delray Beach or who owns, directly or indirectly, interest of 10% or more in Proposer's firm or any affiliate.
- \_\_\_\_\_ Pursuant to Fla. Stat. 287.133 any person or firm placed on the convicted vendor list maintained by the State of Florida may not submit a proposal to the CRA for 36 months following the date of being placed on the list.
- \_\_\_\_\_ The selected Proposer agrees that it does not now and will not during the term of any agreement resulting from this RFP, employ, pay for services or have any business or legal relationship with any officer, director or employee of the CRA.

\_\_\_\_\_ The Proposer certifies that it is not currently in violation of any regulations, laws, ordinances, or in default under any contracts that could adversely impact the Proposer's operations or ability to perform under this proposal in the event of an award to the Proposer.

\_\_\_\_\_ **No-Lobbying or Contact Permitted:** As to any matter relating to this RFP, any Proposer, team member, or anyone representing a Proposer is advised that they are prohibited from contacting or lobbying the CRA Chair, any CRA Commissioner, CRA staff, or any other person working on behalf of the CRA on any matter related to or involved with this RFP. For purposes of clarification, a team'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. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the Proposer. This "No-Lobbying Provision" is in effect from the date of publication of the RFP and shall terminate at the time the CRA selects a proposal, rejects all proposals, or otherwise takes action which ends the solicitation process.

Sincerely,

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Print Name and Title

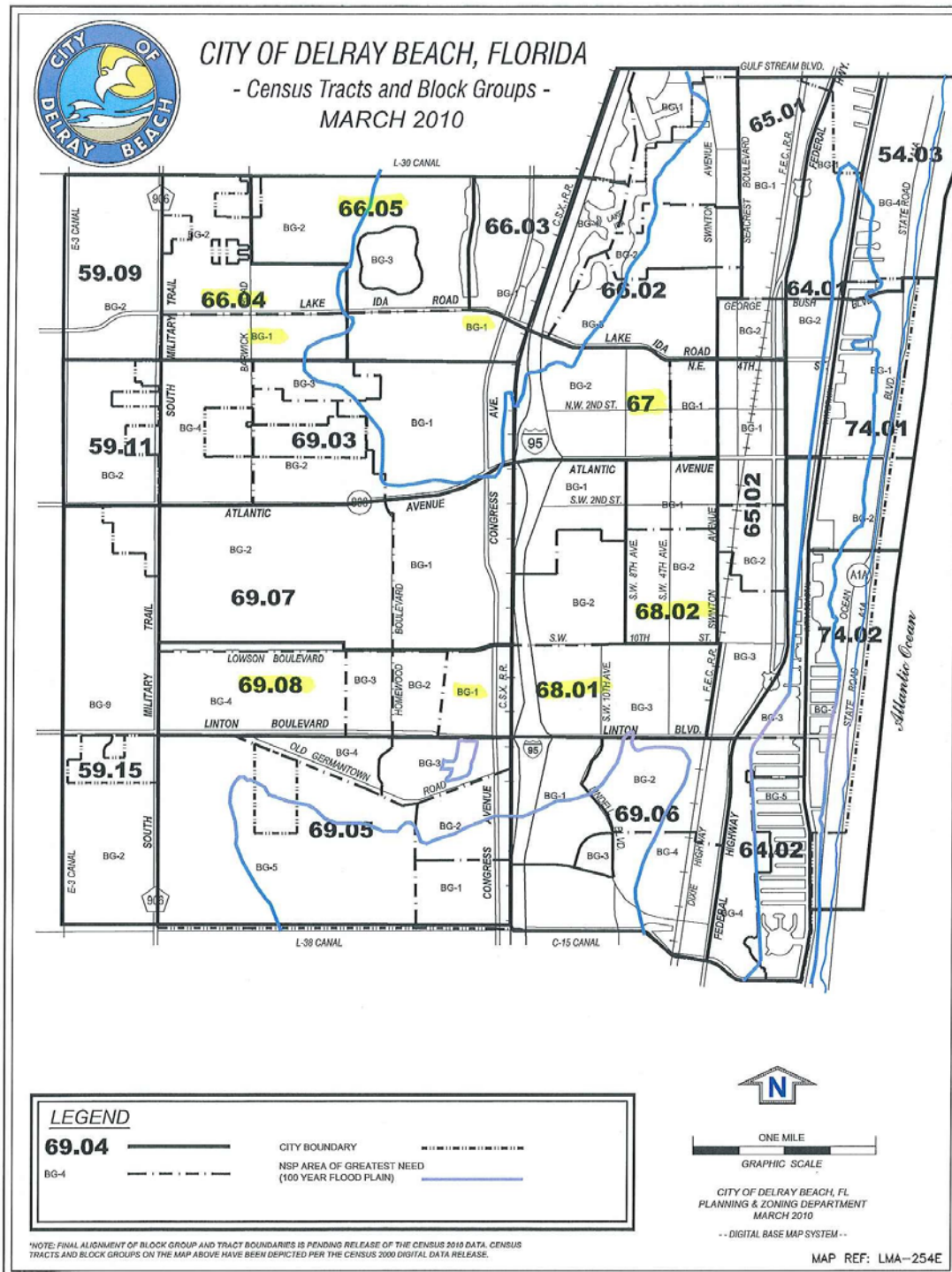
\_\_\_\_\_  
Authorized Signature  
(Must be able to legally bind the Proposer)

\_\_\_\_\_  
Date



# EXHIBIT "G"

## CENSUS TRACTS



## EXHIBIT "H"

### PURCHASE AND SALE AGREEMENT TEMPLATE

#### PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter the "Agreement") is made on this \_\_\_\_ day of \_\_\_\_\_, 2018 and entered into by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a Florida public body corporate and politic created pursuant to Section 163.356 F.S., or its successors and assigns (hereinafter the "SELLER") and \_\_\_\_\_ a Florida \_\_\_\_\_, its successors and assigns (hereinafter the "PURCHASER").

In consideration of the mutual agreements and upon and subject to the terms and conditions herein contained, the parties hereto agree as follows:

#### 1. DEFINITIONS.

The following terms when used in this Agreement shall have the following meanings:

1.1 Application Date means that date which is \_\_\_\_ days subsequent to the Effective Date by which the PURCHASER must submit applications for all governmental approvals (as defined herein) to the City of Delray Beach and any other governmental entity required to approve the Project.

1.2 Approval Date means that date which is no later than \_\_\_\_ days subsequent to the Application Date on which all governmental approvals including but not limited to the Site Plan approval and Conditional Use approval, necessary for the development and construction of the Project, are issued to the PURCHASER by the applicable governmental authorities and any appeal period (which shall run if no appeal is filed within thirty (30) days) after the date of issuance with respect to such issuance has expired or, if appealed, such issuance to the PURCHASER is confirmed on appeal such that the Site Plan approval, conditional use approval, and any other approval excluding building permits necessary for the development and construction of the Project are final and not appealable.

1.3 City means the City of Delray Beach, a Florida municipal corporation.

1.4 Closing means the consummation of the transaction contemplated by this Agreement.

1.5 Closing Date means that date which is thirty (30) days from and after the Permit Date or such earlier date, if any, as is specified by written notice furnished by the PURCHASER to SELLER provided that such notice shall be furnished, if at all, not fewer than ten (10) days prior to the earlier date selected by the PURCHASER.

1.6 Deed means the special warranty deed which shall convey the Property from SELLER to PURCHASER.

1.7 Earnest Money means the sum of \_\_\_\_\_ (\$\_\_\_\_\_.00) Dollars, which sum shall be delivered from PURCHASER to Escrow Agent pursuant to Section 2.1 of this Agreement.

1.8 Effective Date means the date when the last one of the SELLER and PURCHASER executes this Agreement and delivers an unaltered counterpart hereof to the other party.

1.9 Escrow Agent means Goren, Cherof, Doody, & Ezrol, P.A., with offices at 3099 East Commercial Boulevard, Fort Lauderdale, Florida 33308; and 76 N.E. 5<sup>th</sup> Avenue, Delray Beach, Florida 33483.

1.10 Governmental Approvals means all necessary governmental approvals to construct the Project (other than a building permit) to be obtained from any governmental entity that has jurisdiction over the development of the Project.

1.11 Inspection Period means the period of \_\_\_\_\_ (\_\_\_\_) calendar days which commences on the Effective Date unless the expiration date ends on a Saturday, Sunday or legal holiday, in which case the

expiration date shall be extended until the end of the next business day.

1.12 Permit Date means that date on which the last one of any and all required permits (including but not limited to demolition permits, site development permits, utility permits, mechanical, plumbing, electrical and such necessary permits, authorizations and approvals as are necessary to commence construction of the physical buildings within the Project) issued by all applicable governmental authorities in connection with the construction of the Project is issued to the PURCHASER and any appeal period with respect to such issuance has expired or, if appealed, such issuance to the PURCHASER is confirmed on appeal such that all such required permits are final and not appealable.

1.13 Project means the comprehensive redevelopment project dated \_\_\_\_\_, 2018 submitted by \_\_\_\_\_ (hereinafter the "RFP Submittal") in response to the Request for Proposal (hereinafter the "RFP") issued by the SELLER. Notwithstanding the components detailed and specifically set out in the RFP Submittal, the Project shall include the following components provided, however, that any variance in said components greater than five percent (5%) shall require the approval of SELLER, which approval shall not be unreasonably withheld:

- a) A signed letter of intent from a full-service grocery store.
- b) No less than \_\_\_\_\_ (amount of units) and no more than \_\_\_\_\_ (amount of units) multifamily residential units. The number of and type of residential units shall be determined at Site Plan submittal and shall be dependent on the acquisition of additional properties by PURCHASER.
- c) **Local Inclusion and Participation Requirement:** [Utilization of six (6) subcontractors/vendors who have their primary residence or registered physical business within the US Postal Zip Codes of 33444, 33445, and 33483 within the incorporated city limits of the City of Delray Beach, and what specific alternatives for community participation will apply if the number of qualified candidates is not identified.] PURCHASER shall require its General Contractor to have the work performed by Subcontractors based upon their Principal Place of Business in keeping with the hiring US Postal Zip Codes outlined above; provided, however, that nothing contained herein shall require General Contractor to hire a Subcontractor from within the above-mentioned geographic areas that does not possess the necessary skills and qualifications required by such General Contractor for the scope of employment.
- d) **Local Inclusion and Participation Requirement:** [Identify and qualify the thirty (30) employees skilled and unskilled construction jobs with livable wages for at least 30 (thirty) local persons whose primary residence is in the following Priority Census Tracts: 66.04 – BG-1 only, 66.05, 67, 68.01, 68.02, 69.08 – BG-1 only, and what specific alternatives for community participation will apply if the number of qualified candidates is not identified.] Compliance with the above standards shall be measured in terms of both total skilled laborers employed and total skilled man hours worked. The targeted Priority Census Tracts shall not be deemed or construed to require Contractors to hire employees who do not comply with OSHA requirements, drug testing requirements, and insurance company requirements.

1.14 Property is a collective term which includes those certain parcels of real property situate, lying and being in Palm Beach County, Florida, more particularly described in **EXHIBIT A** attached hereto and made a part hereof, together with all improvements thereon, together with all of the right, title and interest of the SELLER in and to any site plans, site plan approvals, development plans, specifications, engineering drawings, impact fee credits, if any, and all other related matters and things owned by the SELLER which relate to said Property; it being the intent of the SELLER to sell, transfer, set over unto and convey to the PURCHASER all interests of the SELLER of whatsoever kind, type, nature, description or characterization in and to the Property, free and clear of all liens, claims, interests, and encumbrances or possible liens, claims, interests, or encumbrances of whatsoever kind, type, nature, description or characterization, including, without limitation, the following, to-wit:

- a) All buildings and improvements located on the Property;

- b) All right-of-ways, alleys, privileges, easements and appurtenances which are on or benefit all the Property;
- c) All right, title and interest, if any, of SELLER in any property lying in the bed of any public or private street or highway, opened or proposed, in front any of the adjoining property to the center line thereof;
- d) To the extent transferable, all licenses, permits, approvals, and other governmental authorizations relating to the operation use or occupancy of the Property (including those all licenses, permits, approvals, and other governmental authorizations obtained by PURCHASER hereunder) and in effect as of the Closing Date and all contracts and leases, if applicable, with respect to the Property;
- e) The conveyance also includes any right to any unpaid award relative to the Property to which the SELLER may be entitled: (1) due to taking by condemnation of any right, title or interest of the SELLER and, (2) for any damage to the Property due to change of grade of any street or highway. SELLER shall deliver to PURCHASER at closing, or thereafter on demand, proper instruments for the conveyance of title and the assignment and collection of award and damages;
- f) All development rights, if any, including but not limited to entitlements, water and sewer connection rights, air rights, mineral rights, any impact fee credits previously paid.

1.15 Relocation Plan. One or before the Application Date the PURCHASER shall prepare and submit to the SELLER for Board Approval a Relocation Plan for the tenants presently in possession of the leaseholds located within the Property. The Relocation Plan shall include tenant space in the new development for two (2) tenants as more fully defined in the RFP.

1.16 Public Benefits Commitment. As an inducement to the SELLER to enter into this Agreement for the benefit of the Project, and in the interest of furthering the goals of the SELLER and PURCHASER (for itself and its successors and assigns, if any), PURCHASER hereby makes the following commitments for the public benefit during the Term of this Agreement:

- a) Local Inclusion and Participation Requirement: (subcontractors/vendors)
- b) Local Inclusion and Participation Requirement: (skilled and unskilled construction laborer)
- c) Living Wage Rates for Skilled and Unskilled Construction Laborers: PURCHASER shall require its Contractors performing work in connection with the Project to pay a minimum hourly wage rate and health benefits (the "Living Wage"), consistent with ...
- d) Job Fairs & Employment Advertising:
- e) Collaboration with local organizations – City of Delray Beach Office of Economic Development, CareerSource Palm Beach County, et. al.

1.17 Penalties for Non-Compliance with Public Benefits Commitment:

1.18 Job Monitoring for Public Benefits Commitment: Prior to the issuance of any construction permits for the Project, a firm shall be selected and retained by the SELLER to review the Participation Reports submitted by the PURCHASER and audit the same, as well as audit PURCHASER'S compliance generally with the above-listed community benefits. PURCHASER shall be provided the terms of employment for the firm selected by the PURCHASER for PURCHASER'S review and approval, which approval shall be deemed granted if a written objection to such proposed terms is not submitted to the Executive Director of the CRA within fifteen (15) days of transmittal of the proposed terms to PURCHASER. PURCHASER shall reimburse the PURCHASER for the costs incurred by it with respect to the retention of the firm for the monitoring of the aforementioned community benefits, which reimbursement by PURCHASER shall not exceed ....

1.19 Site Plan means an illustrative site plan which includes, as a minimum, the location of the proposed mixed use buildings, parking lots, garage, office space, grocery store, and retail space, and a number of multifamily residential units between \_\_\_\_\_ (number of units) and \_\_\_\_\_ (number of units)

which constitute the Project and the public streets surrounding the Property and which illustrates the proposed off street parking, sidewalks and major landscape features as such plans may be modified from time to time and approved by SELLER.

1.20 Termination Date means that date which is \_\_\_\_\_ calendar days (\_\_\_\_) subsequent to the Effective Date.

1.21 Other Definitions. The terms defined in this Agreement shall have the defined meaning wherever capitalized herein. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. As used in this Agreement, the terms "herein", "hereof" and the like refer to this Agreement in its entirety and not to any specific section or subsection.

## 2. PURCHASE PRICE.

Subject to the provisions of this Agreement, SELLER hereby agrees to sell the Property to PURCHASER, and PURCHASER hereby agrees to purchase the Property from SELLER for the total purchase price of \_\_\_\_\_ and 00/100 (\$\_\_\_\_\_.00) Dollars, upon and subject to the terms and conditions set forth herein ("Purchase Price").

2.1 Earnest Money. PURCHASER, concurrently with the final approval of this Agreement, shall deposit the Earnest Money with GOREN, CHEROF, DOODY AND EZROL, P.A. (hereinafter the "Escrow Agent") the sum of \_\_\_\_\_ and 00/00 (\$\_\_\_\_\_.00) Dollars (Earnest Money), which Earnest Money shall be placed in an interest bearing escrow account by the Escrow Agent. At closing, a copy of the closing statement signed by the SELLER and the PURCHASER shall be conclusive evidence of the SELLER's right to receive the Earnest Money. Except in the event of PURCHASER's default hereunder, the interest on the Earnest Money shall inure to the benefit of PURCHASER.

2.2 Balance of Purchase Price. PURCHASER shall pay the Purchase Price to SELLER net of applicable prorations at Closing by readily negotiable funds drawn on a local financial institution pursuant to the terms of this Agreement or by wire transfer to an account identified in writing by SELLER.

## 3. INSPECTIONS.

PURCHASER shall, during the \_\_\_\_\_ (\_\_\_\_) calendar day Inspection Period, determine (a) whether or not the Property is satisfactory for PURCHASER's purposes in PURCHASER's sole and absolute discretion, and (b) whether or not the Property has adequate services available and that all federal, state, county and local laws, rules and regulations have been and are currently being complied with relative to the Property.

During the Inspection Period, it shall be the responsibility of the PURCHASER to determine that utility services including, water, waste water, electric, telephone and all other utilities are available in the proper size and capacity to serve the Property and installed to the Property lines. Furthermore, it shall be the responsibility of the PURCHASER to determine whether or not the existing zoning classification of the Property will permit PURCHASER to construct, develop and utilize the Property as the Project, as identified in the Response to the RFP issued by the SELLER. At all times during the Inspection Period, PURCHASER and its agents shall be provided with reasonable access during normal business hours to the Property for purposes of on-site inspections. The scope of the inspections shall be determined by the PURCHASER as deemed appropriate under the circumstances. In the event that any inspections and any review of documents conducted by the PURCHASER relative to the Property during the Inspection Period prove unsatisfactory to the PURCHASER, at its sole and absolute discretion, PURCHASER shall be entitled to terminate this Agreement by providing written notice by mail, overnight delivery service, or by facsimile to SELLER and/or SELLER'S counsel, at any time prior to 5:00 p.m. Florida time on that date which is the second business day next following the expiration of the Inspection Period and receive an immediate refund of the Earnest Money plus interest earned thereon. In the event that PURCHASER fails to provide a timely notice of termination, this Agreement shall not terminate, and the PURCHASER and SELLER shall proceed to Closing as set forth herein. PURCHASER does hereby agree to hold SELLER harmless during inspections conducted on the Property.

During the Inspection Period, SELLER shall provide to PURCHASER reasonable access to any appraisals, environmental reports (Phase I and Phase II, if any), surveys, abstracts and title policies and all other studies, reports,



plans or other documents relating to the Property that SELLER may have in its possession or is subject to its control relating to the Property and SELLER shall, without additional consideration, consent to an assignment of such items to PURCHASER or PURCHASER's lending institution and shall provide true and correct copies of all leases in effect with respect to the Property.

PURCHASER's right to inspect and enter onto the Property during the Inspection Period is expressly conditioned upon PURCHASER's covenant to protect SELLER from the filing of any liens against the Property. In the event that any claims of lien are filed against the Property as a result of work performed or requested by PURCHASER, the PURCHASER shall either pay the sum claimed by the lienor or bond such claim of lien in the manner permitted by law within five (5) business days after PURCHASER receives written notice of the existence of the lien.

Except as otherwise provided herein, all inspections shall be conducted and completed during the Inspection Period. In the event PURCHASER elects not to terminate this Agreement as provided herein, PURCHASER may continue to have access to the Property after the expiration of the Inspection Period upon reasonable notice to SELLER.

4. SELLER'S REPRESENTATIONS. To induce PURCHASER to enter into this Agreement, SELLER makes the following representations, all of which, to the best of its knowledge, in all material respects and except as otherwise provided in this Agreement (i) are now true, and (ii) shall be true on the Closing Date:

4.1 At all times prior to Closing, SELLER shall keep the Property free and clear of any construction, mechanic's or materialmen's liens for work or materials furnished to or contracted for, by or on behalf of SELLER prior to the Closing.

4.2 SELLER has no actual knowledge of pending or contemplated condemnation proceedings affecting the Property or any part thereof.

4.3 SELLER has no actual knowledge nor has SELLER received any notice of any litigation, claim, action or proceeding, actual or threatened, against SELLER or the Property by any organization, person, individual or governmental agency or other entity which would affect the use, occupancy or value of the Property or any part thereof or which would otherwise relate to the Property, other than a quiet title action to be initiated by the City.

4.4 No individual, general or limited partnership, limited liability partnership or company, corporation, trust, estate, real estate investment trust, association or any other entity has or is entitled to possession of any part of the Property.

4.5 No transfer of development rights (TDR), within the meaning of Section 4.6.20 of the Land Development Regulations as set forth in the Delray Beach Code of Ordinances, with respect to the Property have been assigned, transferred, leased or encumbered in any manner whatsoever.

4.5.1 Contracts. SELLER is not a party to any unrecorded contracts, restrictions, easements, leases, option contracts, rights of first refusal or contracts with respect to the Property, nor shall SELLER enter into any of the foregoing from and after the date of execution of this Agreement without the written consent of PURCHASER.

4.5.2 Violations. To the best of SELLER's knowledge, SELLER has not received any written notice claiming that the Property or any method of operation of the Property is in violation ("Violation") of any applicable law, ordinance, code, rule, order, regulation or requirement of any governmental authority, the requirements of any local board of fire underwriters (or other body exercising similar functions) and SELLER further represents that the Property shall be delivered free of any Violation at Closing.

4.5.3 Seller shall not encumber the Property, file any application to change the current zoning or land use of the Property unless requested by PURCHASER, or enter into any contracts or leases relating to the Property unless subject to termination provisions.

SELLER shall comply with all of the obligations of SELLER under all leases relating to the Property, the service agreements and all other agreements and contractual arrangements by which SELLER and/or the Property are bound. SELLER shall maintain all existing insurance coverage in full force and effect through

Closing and shall pay all required premiums and other charges.

4.6 REAL PROPERTY SOLD AS IS, WHERE IS, RELEASE: Except as otherwise provided herein, SELLER makes and shall make no warranty regarding the title to the Property except as to any warranties which will be contained in the Deed and in the other instruments to be delivered by SELLER at Closing in accordance with this Agreement, and SELLER makes and shall make no representation or warranty either expressed or implied (except as specifically set forth in the Agreement) regarding condition, operability, safety, fitness for intended purpose, use, governmental requirements, development potential, utility availability, legal access, economic feasibility or any other matters whatsoever with respect to the Property. PURCHASER specifically acknowledges and agrees that SELLER shall sell and PURCHASER shall purchase the Property on an "AS IS, WHERE IS, AND WITH ALL FAULTS" basis and that, except for the SELLER'S representations and warranties set forth in this Agreement, PURCHASER is not relying on any representations or warranties of any kind whatsoever, express or implied, from SELLER, its agents, officers, or employees, as to any matter concerning the Property including, without limitation, any matter relating to (i) the quality, nature, adequacy, or physical condition of the Property; (ii) the quality, nature, adequacy or physical condition of soils, fill, geology, or any groundwater; (iii) the existence, quality, nature, adequacy or physical condition of utilities serving the Property; (iv) the development potential, income potential, expenses of the Property; (v) the Property's value, use, habitability, or merchantability; (vi) the fitness, suitability, or adequacy of the Property for any particular use or purpose; (vii) the zoning or other legal status of the Property; (viii) the compliance of the Property or its operation with any applicable codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, or restrictions of any governmental or quasi-governmental entity or of any other person or entity, including without limitation, environmental person or entity, environmental laws; (ix) the presence of Hazardous Materials, as defined herein, or any other hazardous or toxic matter on, under or about the Property or adjoining or neighboring property; (x) the freedom of the Property from latent or apparent defects; (xi) peaceable possession of the Property; (xii) environmental matters of any kind or nature whatsoever relating to the Property; (xiii) any development order or agreement, or (xiv) any other matter or matters of any nature or kind whatsoever relating to the Property.

As used herein, the term "Hazardous Materials" means (i) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" or "solid waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §960 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq., or the Clean Water Act, 33 U.S.C. §1321 et seq., as amended, and in the regulations promulgated pursuant thereto; (ii) those substances listed in the United States Department of Transportation Table (49 CFR §172.101) or by the Environmental Protection Agency as "hazardous substances," "hazardous materials," "toxic substances" or "solid waste", (iii) such other substances, materials and wastes which are regulated, or classified as hazardous or toxic, under applicable local, state or federal laws, ordinances or regulations; and any material, waste or substance which is petroleum, asbestos, polychlorinated, biphenyls, flammable explosives or radioactive materials.

Notwithstanding the foregoing, from and after the Effective Date, SELLER shall maintain the Property and shall cause the Property to be maintained in a manner generally consistent with past practices and in a manner fully compliant with applicable law and the SELLER shall reasonably endeavor to prevent the introduction of any Hazardous Materials onto the Property and the SELLER shall reasonably endeavor to prevent the release of any Hazardous Materials onto the Property, and the PURCHASER shall have and is hereby granted the right to enter upon the Property to confirm the compliance of the SELLER with the foregoing duties and obligations. Any notices received by SELLER concerning an environmental condition, condemnation, code violation or other matter concerning the Property shall promptly be sent to PURCHASER.

4.7 SELLER has full power and authority to enter into this Agreement and to assume and perform its obligations hereunder.

4.8 All of the representations, warranties, and covenants of SELLER contained in this Agreement or in any other document delivered to PURCHASER in connection with the transaction contemplated herein shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made on the Closing Date.

5. EVIDENCE OF TITLE.

5.1 Title to the Property. SELLER shall convey the Property, including all easements and restrictions of record with the exception of the encroachment(s), if any, to PURCHASER at Closing by delivery of the Deed. PURCHASER shall, during the Inspection Period, secure a title insurance commitment issued by a title insurance underwriter insuring PURCHASER's title to the Property. The costs and expenses relative to the issuance of a title commitment and an owner's title policy shall be borne by the PURCHASER.

PURCHASER shall have ten (10) days from the date of receiving the title commitment to examine said commitment. If PURCHASER objects to any exception to title as shown in the title commitment, PURCHASER shall, within ten (10) days of receipt of said commitment, notify SELLER in writing specifying the specific exception(s) to which it objects. Any objection(s) of which PURCHASER has so notified SELLER, shall be cured by SELLER so as to enable the removal of said objection(s) from the title commitment within two hundred seventy (270) days after PURCHASER has provided notice to SELLER. Within twenty (20) days after the expiration of SELLER'S time to cure any objection, SELLER shall send to PURCHASER a notice in writing (the "Cure Notice") stating either (i) that the objection has been cured and, in such case, enclosing evidence of such cure, or (ii) that SELLER is unable to cure such objection despite the good faith efforts of the SELLER to effectuate the cure. If SELLER is unable to cure all objections within the time period set forth in the preceding sentence despite the good faith efforts of the SELLER, then PURCHASER may (a) terminate this Agreement by written notice to the SELLER within thirty (30) days after receipt of a Cure Notice specifying an uncured objection, in which event all instruments and monies held by the Escrow Agent, together with interest thereon, shall be immediately returned to PURCHASER; or (b) subject to the provisions set forth below, proceed to close the transaction contemplated herein despite the uncured objection. The Property does not contain the alleys located within the Property.

5.2 Survey and Legal Description. During the Inspection Period, PURCHASER shall order: (i) a current survey ("current" is defined to be certified within ninety (90) days of the Effective Date), prepared by a registered land surveyor or engineer licensed in the State of Florida showing the boundaries of the Property, and the location of any easements and other matters as reflected on Schedule B II of the title commitment thereon and certifying the number of acres (to the nearest one thousandth acre) of land contained in the Property, all buildings, improvements and encroachments; and (ii) a correct legal description of the Property which, upon approval thereof by PURCHASER and SELLER (not to be unreasonably withheld, conditioned or delayed), shall be the legal description used in the Deed. The survey shall be certified to SELLER, PURCHASER and the title insurance company issuing the title insurance.

In the event the survey shows any material encroachments, strips, gores, or any portion of the land non-contiguous to any other portion of the Property or any other matter materially affecting the intended use of the Property or marketability of title to the Property (any such matter is herein called a "Survey Objection" and treated as a title defect), PURCHASER shall have a period of ten (10) days after receipt of the survey by PURCHASER within which to approve or disapprove any survey objection and to give notice to SELLER of any disapproval thereof indicating in reasonable detail the nature and reasons for PURCHASER's objection. In the event PURCHASER provides a notice of disapproval of a survey objection to SELLER, the rights and obligations of the parties respecting such objections shall be governed by Section 5.1 hereof such that the parties shall have the same rights and objections as though such survey objection objected to was a new exception to title which was discovered and objected to within the contemplation of Section 5.1. The area described as alleyways shall not be subject to a title objection survey objection.

6. RISK OF LOSS.

6.1 Risk of loss or damage from fire, other casualty, or both, is assumed by SELLER until the Deed is delivered by SELLER to PURCHASER. In the event any portion of the Property is destroyed by fire or other casualty then the PURCHASER shall proceed to close the transaction contemplated herein. In the event the damage results in increased costs to PURCHASER relating to demolition costs, Hazardous Material abatement costs, or both, as determined during the Inspection Period, the insurance proceeds equal to the amount of said increase in costs shall be paid to the PURCHASER.

7. TRANSFER OF TITLE SUBJECT TO.

Except as otherwise set forth, the Property shall be conveyed subject only to water lines, sanitary sewer,



drainage, gas distribution, electrical and telephone easements of record. It shall be the sole and exclusive responsibility of the PURCHASER to relocate any utilities and any such relocation costs and expenses shall be borne by the PURCHASER. PURCHASER shall, in the event of any relocation of the utilities, provide to the City or the appropriate service provider, easements for the relocated utilities. Adjustments shall be based upon the maximum discount available.

8. ADJUSTMENTS AT CLOSING.

The following are to be apportioned pro-rata to the Closing Date:

All utilities, security deposits, rental payments, electric, non-delinquent taxes and assessments (real property and personal property), and water and sewer charges.

9. CLOSING DATE AND PLACE.

The Closing shall occur no later than that date which is thirty (30) calendar days from and after the Permit Date and the Closing shall be held in the offices of the SELLER'S attorney.

10. TERMINATION.

In the event the closing does not occur solely because of PURCHASER'S failure to close on or before thirty (30) calendar days from and after the Permit Date but in any event no later than the Termination Date as defined herein, the SELLER shall have the right to terminate this Agreement and return the Earnest Money plus interest earned to the PURCHASER, and each shall be released from any and all liability to one another.

11. DEFAULT BY PURCHASER.

The PURCHASER shall be deemed to be in default hereunder only upon the occurrence of any of the following events, to-wit:

- (a) In the event that PURCHASER fails to file with the City, or any other governmental entity that an approval is required on or before the Application Date, an application for all necessary government approvals with the necessary documentation required by the governmental entities and an application for conditional use approval necessary for the development and construction of the Project;
- (b) In the event the PURCHASER fails to obtain all necessary approvals on or before the Approval Date (because of PURCHASER'S actions or inactions).
- (c) In the event that the PURCHASER fails to close the transaction on or before the Termination Date and such failure to close is not otherwise attributable to a default by SELLER;
- (d) Failure to provide a financial commitment letter as required by Section 19.1 herein.
- (e) Failure to provide the Letter of Credit or Performance Bond as required by 19.2 herein.

If PURCHASER defaults in the performance of any of the performances to which reference is made in the immediately preceding subsections (a) through (c), both inclusive, and PURCHASER fails to remedy such default within thirty (30) days after written notice by SELLER to PURCHASER of such default(s) (the "Default Notice"), SELLER shall have, as its sole and exclusive remedies for such default the option to: (a) demand the payment of the Deposit, if any, and all interest earned thereon as agreed upon liquidated damages, and upon the receipt thereof, this Agreement shall become null and void, and neither party shall have any claims of whatsoever kind, type, nature or description against the other party, or (b) pursue an action against the PURCHASER for specific performance of this Agreement.

12. DEFAULT BY SELLER.

If the SELLER shall fail or refuse to consummate the transaction in accordance with the terms and provisions of this Agreement, PURCHASER shall have, as its sole and exclusive remedy for such default, the option to: demand the payment of the Earnest Money and all interest earned thereon, and upon the receipt thereof, this Agreement shall become null and void, and neither party shall have any claims of whatsoever kind, type, nature or description against the other party.

13. BROKER.

a) SELLER represents that it has not listed the Property for sale or otherwise entered into any agreement for the payment of a real estate brokerage commission regarding the sale of the Property with any broker or any other person entitled to be paid a brokerage commission in accordance with Florida law.

b) PURCHASER represents that it has not employed, or otherwise used, any broker or any other person entitled to be paid a brokerage commission in accordance with Florida law in conjunction with Purchaser's interest in purchasing the Property.

14. CLOSING COSTS.

Upon Closing, PURCHASER shall be responsible for the costs and expenses related to the recording of the Deed. SELLER shall pay for documentary stamps affixed to the Deed. PURCHASER, at its own expense, may conduct and obtain an Environmental Site Assessment Phase I and Phase II (if so mandated by the Phase I) of the Property. All costs and expenses related to the development of the Property shall be borne by PURCHASER.

15. PURCHASER'S WARRANTIES.

PURCHASER hereby acknowledges and warrants to the best of its knowledge that all of the following are true and correct as of Closing:

(a) PURCHASER has full power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder.

(b) The execution and delivery of this Agreement and the performance by PURCHASER of the obligations hereunder have been duly authorized by the PURCHASER as may be required, and no further action or approval is required in order to constitute this Agreement as a binding obligation of the PURCHASER.

(c) The execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder on the part of the PURCHASER do not and will not violate the organizational documents of PURCHASER and do not and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which PURCHASER is a party.

All of the representations, warranties and covenants of PURCHASER contained in this Agreement shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made on the Closing Date.

PURCHASER shall indemnify, hold harmless and defend SELLER against all claims, demands, losses, liabilities, costs and expenses, including attorney's fees, imposed upon or accruing against SELLER as a result of the representations contained in this Section 14 not being true and correct in all material respects.

16. RIGHT TO REPURCHASE.

SELLER expressly reserves the right at its sole option and election to repurchase the Property for the same Purchase Price as paid by PURCHASER to SELLER hereunder. It is expressly agreed to by PURCHASER and SELLER that the funds to be paid by SELLER in the event it elects to repurchase the property as provided for herein, shall not exceed the sum total of any funds actually tendered by PURCHASER to SELLER at closing. The "repurchase price" shall not include the funds due under the Promissory Note executed at closing by PURCHASER in favor of the SELLER. The SELLER may elect to repurchase the Property in the event the PURCHASER:

a) Project fails to include full-service grocery store, as defined herein.

b) fails to commence construction of the Project, as certified by PURCHASER's architect, within \_\_\_\_\_ (\_\_\_\_) days next following the later to occur of the Closing, or the Permit Date, subject however, to extensions for delays attributable to Force Majeure, as approved by the CRA Board of Commissioners.

b) fails to commence the installation of the concrete foundation for at least one of the structures to be constructed within the Project within \_\_\_\_\_ (\_\_\_\_) days next following the later to occur of (i) the commencement of construction to which reference is made in subsection (a) above, and (ii) the issuance of the

building permit(s) requisite to performing foundation work.

The term "commence construction" means the initiation by PURCHASER of site preparation work for the Project which shall, for purposes of this Section 16, include excavation, fencing of the site, installation of the construction trailer, clearing and any required relocation of utilities at the site.

The SELLER's right to repurchase and its terms and conditions herein shall be incorporated in a Memorandum of Agreement and the Deed executed by the parties prior to Closing and shall survive the Closing. Seller shall record a termination of the right to repurchase within ten (10) days of satisfying the conditions set forth above in 16 (a) and 16 (b).

Notwithstanding the foregoing provisions, the commencement dates provided above and all other times for the commencement or completion of all performances required herein by the PURCHASER shall be extended on a day for day basis for delays occasioned by acts of God; catastrophe; pandemic or other health related occurrence; terrorism; once construction begins - inclement weather which is in excess of those days normally forecasted by the National Weather Service for the given month in South Florida, which interfere with construction; unforeseen physical conditions on the site, unavailability or shortages of material or labor, labor disputes unavailability of water, gas, utilities sewerage and/or telephone or the site is rendered unsafe for health and safety purposes not otherwise caused by PURCHASER; withholding of governmental approvals or restrictions not due to the fault or negligence of the PURCHASER, or the imposition of restrictions by a governmental body that materially changes the design or scope of the project to an extent that renders the project so difficult to construct as to make it commercially unreasonable; appeals of governmental approvals, claims or lawsuits by any third party (whether individual or otherwise) threatened or instituted to prevent the issuance of any approvals or permits, the commencement of construction or otherwise stop construction of the development after commencement; or similar events not reasonably foreseeable and beyond the reasonable control of PURCHASER (collectively "Force Majeure"). By the tenth (10) business day of each of month, PURCHASER shall deliver or cause to be delivered to SELLER a list of the days during each proceeding month as to which PURCHASER believes the Force Majeure provisions apply and the reasons therefor. SELLER shall, within ten (10) business days after receipt of any such list, provide notice to PURCHASER as to whether SELLER disputes that any of the days set forth on that list would give rise to an extension of time for PURCHASER's performance based on Force Majeure. Any days claimed to be subject to the foregoing Force Majeure provision by PURCHASER which are not so disputed by SELLER within said time period shall be deemed approved by SELLER. In the event of a dispute between SELLER and PURCHASER as to whether there has been a commencement of construction as provided in this Section or whether a claim for delay is valid or otherwise in connection with this Agreement and the transactions contemplated thereby shall be resolved and settled by mediation using a mutually acceptable third-party mediator. Such mediator shall be appointed upon the written demand of either party. Upon such appointment, the mediation shall be held within fifteen (15) days at a mutually agreeable site in Palm Beach County, Florida. The fees and expenses of such mediator shall be born equally by the parties hereto. In the event of the failure of the parties to settle the dispute by mediation, either party may bring the dispute for legal redress before the Circuit Court in and for Palm Beach County, Florida.

This Section 16 shall survive Closing. Notwithstanding the foregoing, any repurchase rights granted herein shall be subject to and subordinate to any acquisition, development and/or construction loan and mortgage on the Property.

#### 17. ENFORCEABILITY.

If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall be determined to be unenforceable by a court of competent jurisdiction (the "Offending Provision"), then the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law; provided however, that the parties affected by the Offending Provision shall endeavor in good faith, within sixty (60) days after the date such determination is made, to agree upon alternative provisions which shall have the same practical effect as the Offending Provision and upon any agreement being reached, the new provision shall be incorporated into and form a part of this Agreement.

18. NO MERGER.

All warranties, representations, covenants, terms and conditions herein contained shall survive the delivery and recording of the Deed for a period of nine (9) months.

19. CONDITIONS PRECEDENT TO CLOSING AND CONTINGENCIES.

19.1 Conditions Precedent to Closing: SELLER's obligation to close the subject transaction is contingent upon the satisfaction of the following conditions:

(a) Financial Commitment. PURCHASER shall provide, no later than sixty (60) days prior to Closing, documentation certifying to SELLER, PURCHASER's receipt of a financial commitment letter from a United States financial lending institution ("Financial Commitment") for the lending of funds in an amount not less than seventy percent (70%) of estimated acquisition, development and construction costs required to complete the Project; the Financial Commitment shall be utilized to acquire the Property and to construct and develop the Project, as generally described in PURCHASER's response to the RFP issued by the SELLER, which response was accepted by the SELLER, and as otherwise specified in this Agreement, unless, however, a lesser amount of financing is determined by PURCHASER in PURCHASER's sole and absolute discretion to be satisfactory upon terms acceptable to PURCHASER. PURCHASER shall deliver to SELLER those pertinent provisions of the Financial Commitment evidencing PURCHASER's acknowledgment and the financial institution's agreement to finance the Project in accordance with the Financial Commitment.

(b) PURCHASER's delivery to SELLER, ten (10) days prior to Closing, of a letter of credit issued by a financial institution reasonably satisfactory to SELLER or a performance bond. The letter of credit, if used, must be in a form and amount reasonably satisfactory to SELLER or if a performance bond, such performance bond must be in a form reasonably acceptable to SELLER. The letter of credit or performance bond shall serve to guarantee completion of construction of the Project in accordance with the approved Site Plan and this Agreement. The letter of credit, if used, shall be specifically callable by SELLER in the event of the PURCHASER's failure to construct the Project in accordance with the provisions of this Agreement and the Site Plan approved by the City. The letter of credit shall be in an amount equal to one hundred ten (110%) percent of the budgeted costs for the construction of the Project or in the case of a Performance Bond, one hundred (100%) percent of the budgeted costs for the construction of the Project (excluding FF&E), in accordance with the Site Plan, design plan, and approved plans and specifications of the Project. Not later than the time the letter of credit or performance bond is required to be delivered to SELLER, PURCHASER shall also cause to be delivered to SELLER an agreement of the architects and engineers who prepared the plans for the Project which provides that if SELLER calls the letter of credit, in accordance with the terms of this Agreement, SELLER shall have the right to utilize said plans to construct the Project, as to its respective interest in said plans.

(c) The SELLER reserves unto itself and PURCHASER acknowledges and agrees that SELLER shall have the right to approve the architectural design and the Site Plan for the Project which approval shall not be unreasonably withheld.

19.2 Contingencies: The SELLER's obligation to close the transaction is contingent upon the following:

- a) PURCHASER shall, at Closing, execute and provide for recording a unity of title with respect to the Property and/or replat the Property, if required by the City;
- b) PURCHASER shall submit an application for the abandonment of alleyways, if necessary, and the SELLER will cooperate in executing all applicable applications and processing the approvals, abandonment of alley ways and issuance of building permits;

20. NOTICE.

Except as otherwise provided herein, all written notices shall be effective upon the actual receipt or first refusal of the addressee to accept delivery after having been sent by reputable overnight delivery service or by certified mail, postage prepaid, return receipt requested, to the following addressees:

SELLER: Delray Beach Community Redevelopment Agency  
20 North Swinton Avenue  
Delray Beach, Florida 33444  
Attn: Jeff Costello, Executive Director

With Copy to: Donald J. Doody, Esquire  
GOREN, CHEROF, DOODY & EZROL, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone: (954) 771-4500  
Fax: (954) 771-4923

PURCHASER: \_\_\_\_\_

With a Copy to: \_\_\_\_\_

ESCROW AGENT: GOREN, CHEROF, DOODY & EZROL, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone: (954) 771-4500  
Fax: (954) 771-4923

21. EFFECTIVE DATE.

This Agreement shall be deemed effective as of the Effective Date.

22. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Florida.

23. ENTIRE AGREEMENT.

All prior understandings and agreements between SELLER and PURCHASER are merged in this Agreement. This Agreement completely expresses their full agreement.

24. NO ORAL CHANGE.

This Agreement may not be changed or amended orally.

25. SUCCESSORS.

This Agreement shall apply to and bind the successors and assigns of SELLER and PURCHASER. The PURCHASER shall not assign this agreement without first obtaining the written approval of the SELLER, which approval shall not be unreasonably withheld.

26. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be and shall be taken to be an original and all collectively deemed one instrument. The parties hereto agree that a facsimile copy hereof and any signatures thereon shall be considered for all purposes as originals

27. RADON GAS.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.

28. ATTORNEYS' FEES.

If for any reason a party initiates any legal or equitable action to secure, protect or enforce its rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses incurred by it, including, without limitation, reasonable arbitration, paralegals', attorneys' and experts' fees and expenses, whether incurred without the commencement of a suit, in any suit, arbitration, or administrative proceeding, or in any appellate or bankruptcy proceeding.

29. COOPERATION.

SELLER shall reasonably cooperate with PURCHASER, its agents and professional advisors, in connection with the filing of applications and the obtaining of all required permits and approvals (including but not limited to demolition permits, site development permits, utility permits, landscaping, mechanical, plumbing, electrical and all necessary permits, authorizations and approvals to commence immediate improvements for the Project) and any necessary utility access agreements, and shall sign any application reasonably made by PURCHASER that is required in order to obtain such permits and approvals and utility access agreements and shall provide PURCHASER with any information and/or documentation not otherwise reasonably available to PURCHASER (if available to SELLER) which is necessary to procure such permits and approvals and utility access agreements. Any such accommodation by SELLER shall be without prejudice to, and shall not constitute a limit on, impairment or waiver of, or otherwise affect SELLER's rights to exercise its discretion in connection with its governmental or quasi-governmental functions. During the term of this Agreement, PURCHASER agrees to provide SELLER with updates as to the status of the Project on at least a quarter-annual basis.

[SIGNATURE PAGES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below:

**WITNESS:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**PURCHASER:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

**SELLER:**

DELRAY BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

**ESCROW AGENT:**

GOREN, CHEROF, DOODY & EZROL, P.A.

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2018.

**EXHIBIT A**

**LEGAL DESCRIPTION**

(SUBJECT TO VERIFICATION BY SURVEY THAT THE AFOREMENTIONED PARCELS OF REAL PROPERTY ARE: a) CONTIGUOUS, AND b) CONSTITUTE, IN THE AGGREGATE, ALL REAL PROPERTY WHICH IS THE SUBJECT OF THE RFP)



## Potential Off-Site Workforce Housing Location Map

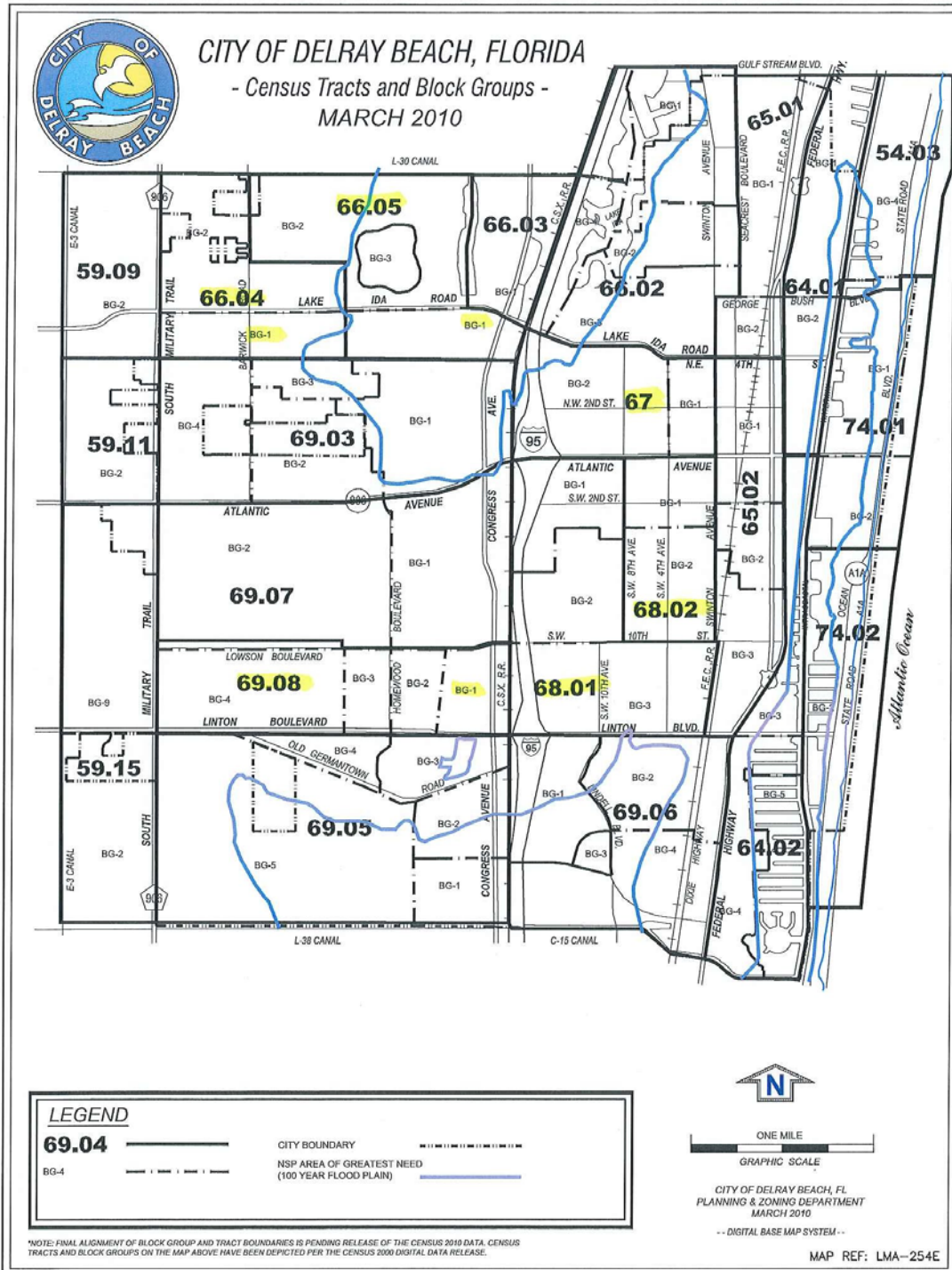
### LOCATION MAP



**Property Control Number and Location Description**

PCN 12-43-46-17-31-000-0110 700 SW 2 <sup>nd</sup> Court, Delray Beach, Florida 33444 Carver Square, Lot 11	PCN 12-43-46-17-31-000-0210 702 SW 2 <sup>nd</sup> Terrace, Delray Beach, Florida 33444 Carver Square, Lot 21
PCN 12-43-46-17-31-000-0120 SW 2 <sup>nd</sup> Court, Delray Beach, Florida 33444 Carver Square, Lot 12	PCN 12-43-46-17-31-000-0220 704 SW 2 <sup>nd</sup> Terrace, Delray Beach, Florida 33444 Carver Square, Lot 22
PCN 12-43-46-17-31-000-0130 SW 2 <sup>nd</sup> Court, Delray Beach, Florida 33444 Carver Square, Lot 13	PCN 12-43-46-17-31-000-0230 708 SW 2 <sup>nd</sup> Terrace, Delray Beach, Florida 33444 Carver Square, Lot 23
PCN 12-43-46-17-31-000-0140 SW 2 <sup>nd</sup> Court, Delray Beach, Florida 33444 Carver Square, Lot 14	PCN 12-43-46-17-31-000-0240 712 SW 2 <sup>nd</sup> Terrace, Delray Beach, Florida 33444 Carver Square, Lot 24
PCN 12-43-46-17-31-000-0150 716 SW 2 <sup>nd</sup> Court, Delray Beach, Florida 33444 Carver Square, Lot 15	PCN 12-43-46-17-31-000-0250 716 SW 2 <sup>nd</sup> Terrace, Delray Beach, Florida 33444 Carver Square, Lot 25
PCN 12-43-46-17-31-000-0160 SW 2 <sup>nd</sup> Court, Delray Beach, Florida 33444 Carver Square, Lot 16	PCN 12-43-46-17-31-000-0260 717 SW 3 <sup>rd</sup> Street, Delray Beach, Florida 33444 Carver Square, Lots 26 & 27
PCN 12-43-46-17-31-000-0170 713 SW 2 <sup>nd</sup> Terrace, Delray Beach, Florida 33444 Carver Square, Lot 17	PCN 12-43-46-17-31-000-0280 709 SW 3 <sup>rd</sup> Street, Delray Beach, Florida 33444 Carver Square, Lot 28
PCN 12-43-46-17-31-000-0180 709 SW 2 <sup>nd</sup> Terrace, Delray Beach, Florida 33444 Carver Square, Lot 18	PCN 12-43-46-17-31-000-0290 705 SW 3 <sup>rd</sup> Street, Delray Beach, Florida 33444 Carver Square, Lot 29
PCN 12-43-46-17-31-000-0190 705 SW 2 <sup>nd</sup> Terrace, Delray Beach, Florida 33444 Carver Square, Lot 19	PCN 12-43-46-17-31-000-0300 701 SW 3 <sup>rd</sup> Street, Delray Beach, Florida 33444 Carver Square, Lot 30
PCN 12-43-46-17-31-000-0200 703 SW 2 <sup>nd</sup> Terrace, Delray Beach, Florida 33444 Carver Square, Lot 20	PCN 12-43-46-16-01-008-0340 SW 7th Avenue, Delray Beach, Florida 33444 Town of Delray, Lot 34
PCN 12-43-46-16-01-008-0260 SW 4th Street, Delray Beach, Florida 33444 Town of Delray, Lots 26, 29, & 30	PCN 12-43-46-16-01-008-0350 SW 7th Avenue, Delray Beach, Florida 33444 Town of Delray, Lot 35 and 36
PCN 12-43-46-16-01-008-0270 SW 4th Street, Delray Beach, Florida 33444 Town of Delray, Lots 27 and 28	PCN 12-43-46-16-01-008-0370 SW 7th Avenue, Delray Beach, Florida 33444 Town of Delray, Lot 37
PCN 12-43-46-16-01-008-0310 322 SW 7th Avenue, Delray Beach, Florida 33444 Town of Delray, Lot 31	PCN 12-43-46-16-01-015-0320 238 SW 6th Avenue, Delray Beach, Florida 33444 Town of Delray, Lot 32 and 33

## CENSUS TRACTS





**DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**

**ADDENDUM NO. 1  
TO  
REQUEST FOR PROPOSALS  
SOUTHWEST 600 - 800 BLOCKS WEST ATLANTIC AVENUE PROPERTIES  
CRA Project No. CRA 2018-07**

**September 13, 2018**

**TO ALL PROPOSERS AND OTHERS CONCERNED**

The Delray Beach Community Redevelopment Agency ("CRA") has heretofore published a Request for Bids dated August 21, 2018, with respect to its intent to receive and consider Requests for Proposal (RFP) by qualified entities for the lease or purchase of vacant CRA-owned properties located on the south side of W. Atlantic Avenue, between SW 6<sup>th</sup> and SW 9<sup>th</sup> Avenues, Delray Beach, Florida, for redevelopment to provide a mixed-use development including a full-service grocery store. The intent of this Addendum is to address the errors and clarify other aspects of the RFP. Proposers submitting proposals for the above-referenced project shall take note of the following changes, additions, deletions clarifications, etc., to the RFP which shall become a part of and have precedence over anything shown or described otherwise.

**1. Extension to the RFP Submission Deadline:**

At the CRA Board meeting on September 11, 2018, the Board extended the RFP submission deadline from Friday, October 5, 2018 at 2:00 pm to Friday, November 2, 2018 at 2:00 pm. The revised dates are highlighted and bolded in the schedule below. Please note that the dates are subject to change.

RFP Issued	August 21, 2018
Pre-Proposal Conference Delray Beach City Hall, First Floor Conference Room, 100 NW 1 <sup>st</sup> Avenue, Delray Beach, FL 33444. (Attendance is on a voluntary basis. PLEASE NOTE: This will be the only opportunity for applicants to directly address CRA staff regarding the RFP.)	August 29, 2018 2:00 pm
Deadline for Questions	<b>October 23, 2018</b> <b>5:00 pm</b>
RFP Submittal Delray Beach CRA office located at 20 N. Swinton Avenue, Delray Beach, FL 33444.	<b>November 2, 2018</b> <b>2:00 pm</b>
Selection Committee Ranking	<b>December 4, 2018</b>
Oral Presentations (if required)	<b>December 11, 2018</b>
CRA Board Approval	<b>January 2018</b>

2. Section II; I Previous Development Approvals, is hereby amended to state:

***The underlined items indicate language that was added while the strikeouts indicate the deleted language.***

In 2016, the majority of the properties (6.17 acres) received development approvals consisting of conditional use, site plan, alley abandonments, in-lieu of parking fee approval, and replat for the construction of a mixed-use development consisting of 40,264 square feet of commercial/retail space including a grocery store, 7,618 square feet of restaurant space, 20,000 square feet of office space and ~~407~~ 112 apartment units, 22 of which workforce housing (income restricted) units (Exhibit "C"). Proposers should confer with the Delray Beach Planning, Zoning, and Building Department for more information regarding the development approvals.

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3. Provide clarification about the definition of "full service grocery store" on page 8, specifically region sought in reference to the request for "a retail operation affiliated with a regional grocery chain".

***The underlined items indicate language that was added while the strikeouts indicate the deleted language.***

**Answer:** Section III; D. Priority Uses, is hereby amended to state:

Full-service grocery store defined as "a retail operation ~~affiliated with a regional grocery chain and~~ consisting of no less than 20,000 square feet of retail space offering to the general public but not limited to the sale of fresh fruits and fresh vegetables, dairy products meat products, frozen food and vegetables, bakery items, and toiletries." \*Note this is a required use.

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4. Section III; D. Priority Uses, is hereby amended to state:

***The underlined items indicate language that was added while the strikeouts indicate the deleted language.***

Proposers must provide a letter of ~~intent~~ interest from a company that will operate a full-service grocery store at the Project Site. The letter of ~~intent~~ interest shall include the type of grocer, the proposed size/square footage of the store, ~~and the timeline to complete construction of the grocery store, and the timeline to open the grocery store.~~

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5. Section IV; C. TAB #3 Project Design/Development Concept, is hereby amended to state:

***The underlined items indicate language that was added while the strikeouts indicate the deleted language.***

A full-service grocery store must be included in the Use Plan. The Proposer(s) response shall include a letter of ~~intent~~ interest from a grocer and must clearly define the type of grocer, the proposed size/square footage of the store, the timeline to complete construction of the grocery store, and the timeline to open the grocery store.

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6. Section IV; F. TAB #6 – Community Inclusion; (A) Relocation Plan Submittal, is hereby amended to state:

***The underlined items indicate language that was added while the strikeouts indicate the deleted language.***

~~Provide a Relocation Plan for the four (4) tenants presently in possession of four (4) separate leaseholds currently located on the subject property at 702 and 704 West Atlantic Avenue (Klein's Multi-Services & Blanc Fresh Cut Barber Shop). The relocation site may consist of comparable or greater space made available within the Proposer(s) redevelopment site. The proposal must specify the minimum square footage and ownership or leasing arrangement, including estimated costs. If the proposal provides relocation space on the premises, arrangements must be made for temporary business location during the construction period.~~

Proposers will be required to temporarily accommodate all four (4) tenants during the construction phase of the development project.

Relocation Plan Submittal for 700 W. Atlantic Ave.: Provide a Relocation Plan to include the following:

- Temporary accommodations for four (4) tenants in possession of (4) separate leaseholds currently located on the subject property at 700 W. Atlantic Avenue (EJS Project, Klein's Multi-Services, Blanc Fresh Cut Barber Shop & Hatcher Construction) during the construction phase of the development project. Each leaseholder currently occupies approximately 790 square feet, except for Hatcher Construction, which occupies 2,370 square feet. The temporary accommodations for the 4 separate leaseholders during construction must consist of comparable or greater space.
- Three (3) tenant spaces in the final development for the two (2) existing long-term tenants Klein's Multi-Services & Blanc Fresh Cut Barber Shop **and** a tenant space for at least one (1) additional local business from within the City of Delray Beach (Local Business Space).
- The Proposal must specify the minimum square footage and ownership or leasing arrangement, including estimated costs for the Local Business Space.
- Each Local Business Space in the final development at the Project Site must be at least 790 square feet, unless otherwise agreed upon by the tenant in writing.

- 
7. What are the lease rates for the leaseholders at 700 W. Atlantic Avenue and what is the square footage of each space?

**Answer: Information regarding the leases is provided below:**

Name of Tenant/Unit	Square Footage	Lease Rate
Hatcher Construction	2,370 s.f.	\$1500/month
Blanc Fresh Barbershop	790 s.f.	\$1,390/month
Klein's Multi-Services	790 s.f.	\$1,390/month
EJS Project	790 s.f.	\$1/year

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8. Exhibit "F" - Acknowledgment Letter, is hereby amended to state:

***The underlined items indicate language that was added while the strikeouts indicate the deleted language.***

\_\_\_\_\_ If additional property(ies) are being included, submit proof of ownership or a notarized letter of intent/interest from the property owner ~~valid signed sales contract indicating owner's agreement to sell the property to the proposer~~

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9. Does development have to comply with LEED standards?

***Answer: Section I; F – Land Use Regulations in the RFP states that all proposals shall be subject to the City of Delray Beach land development approval process.***

Additional information: Pursuant to Section 4.4.13(F)(10) of the Land Development Regulations of the City of Delray Beach "[a]ll development which proposes to build 50,000 square feet or more, in one or more buildings, shall be at a minimum certified as Silver by the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) standards or equivalent standards adopted or approved by the City.

Proposers are encouraged to visit the City of Delray Beach's website to review the complete Land Development Regulations:

[http://www.mydelraybeach.com/departments/planning\\_and\\_zoning/index.php](http://www.mydelraybeach.com/departments/planning_and_zoning/index.php)

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10. Can you please post the sign in sheet from the pre-bid meeting?

***Answer: The sign in sheet is posted on the CRA website: <http://delraycra.org/rfp/>***

END OF ADDENDUM No. 1



## DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

### ADDENDUM NO. 2 TO REQUEST FOR PROPOSALS SOUTHWEST 600 - 800 BLOCKS WEST ATLANTIC AVENUE PROPERTIES CRA Project No. CRA 2018-07

October 5, 2018

#### **TO ALL PROPOSERS AND OTHERS CONCERNED**

The Delray Beach Community Redevelopment Agency ("CRA") has heretofore published a Request for Bids dated August 21, 2018, with respect to its intent to receive and consider Requests for Proposal (RFP) by qualified entities for the lease or purchase of vacant CRA-owned properties located on the south side of W. Atlantic Avenue, between SW 6<sup>th</sup> and SW 9<sup>th</sup> Avenues, Delray Beach, Florida, for redevelopment to provide a mixed-use development including a full-service grocery store. The intent of this Addendum is to address the errors and clarify other aspects of the RFP. Proposers submitting proposals for the above-referenced project shall take note of the following changes, additions, deletions clarifications, etc., to the RFP which shall become a part of and have precedence over anything shown or described otherwise.

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1. Under the prior PSA with Equity, Seller was holding a purchase money mortgage for 75% of the purchase price. Is this something the Seller is still willing to do?

**Answer:** *The proposed financing structure for the development must be included in the response to the RFP. Final decisions are made by the CRA Board of Commissioners.*

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2. Are street/sidewalk improvements to extend south beyond the property lines or end at the property lines?

**Answer:** *Please see Section II – G of the RFP. The Scope and extent of the proposed development should be included in the response to the RFP.*

<http://delraycra.org/wp-content/uploads/2018/08/RFP-SW-600-800-West-Atlantic-Ave-FINAL-1.pdf>

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3. Does seller prefer a purchase or a ground lease? If a ground lease, what is the maximum allowable term?

**Answer:** See response to #1. Ownership and/or management structure should be included in the response to the RFP.

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4. Was there a unity of title approved by the prior developer consolidating all parcels into one zoning parcel?

**Answer:** No.

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5. Does the CRA desire to own or master lease the workforce housing component if this is off-site?

**Answer:** See response to #3.

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6. Are there incentive dollars beyond the \$250,000 for the infrastructure improvements to the streets, sidewalks, drainage, and re-location of utilities?

**Answer:** Please see Section III – G of the RFP as well as the Development Infrastructure Assistance (DIA) Program Guidelines. Projects implementing a successful local hiring program may receive up to an additional \$25,000 of bonus funding.

<http://delraycra.org/wp-content/uploads/2018/08/RFP-SW-600-800-West-Atlantic-Ave-FINAL-1.pdf>

<http://delraycra.org/economic-development-incentives/>

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7. Will the DIA program be extended beyond its current expiration date?

**Answer:** At the September 11, 2018 CRA Board meeting, the Board approved an extension of the DIA Program to September 30, 2021.

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8. Does the City of Delray Beach have updated Water, Sewer and Stormwater Master Plans that identify the necessary infrastructure improvements in the public rights-of-ways including alleys. If so, can they be made available?

**Answer:** City of Delray Beach Water, Sewer, and Drainage Atlases are available on the CRA's website. Please contact the City of Delray Beach Public Works Department for additional information. Telephone number: 561-243-7000.

<http://delraycra.org/rfp/>

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9. Please confirm that all alleyways within the referenced land boundary will be vacated and that any and all utilities within those alleyways will be relocated by the CRA and / or the City.

**Answer:** Please see Section II – B of the RFP. Relocation of all utilities will be the responsibility of the developer. Contact the Development Services Department (formerly Planning, Zoning, and Building Department) to obtain the alley abandonment records. Telephone number: 561-243-7000.

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10. Does the City / CRA have a streetscape master plan and / or streetscape details that will become a requirement of the Developer for improvements to rights-of-ways adjacent to the property boundary? If so, can the CRA / City make these items available.

**Answer:** Please refer to the City of Delray Beach Land Development Regulations for this information.

[https://library.municode.com/fl/delray\\_beach/codes/land\\_development\\_regulations ?nodeId=CH4ZORE\\_ART4.4BAZODI\\_S4.4.13CEBUCBDI](https://library.municode.com/fl/delray_beach/codes/land_development_regulations ?nodeId=CH4ZORE_ART4.4BAZODI_S4.4.13CEBUCBDI)

[https://library.municode.com/fl/delray\\_beach/codes/land\\_development\\_regulations ?nodeId=CH4ZORE\\_ART4.6SUDIRE\\_S4.6.16LARE](https://library.municode.com/fl/delray_beach/codes/land_development_regulations ?nodeId=CH4ZORE_ART4.6SUDIRE_S4.6.16LARE)

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11. Has the CRA / City initiated any discussions with the various utilities that maintain their services above ground (aerial) and are initial estimates available for the under grounding of utilities?

**Answer:** No.

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12. Various planning documents suggest beautification as well as traffic modifications of the West Atlantic corridor. Please provide plans / details of the proposed work program.

**Answer:** A Work Program is not available.

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13. Please provide a copy of the City's Composite Utility Plan.

**Answer:** The City of Delray Beach does not have a Composite Utility Plan. Please contact the City of Delray Beach Public Works Department for additional information. Telephone number: 561-243-7000.

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14. What if any legacy issues run with the land relating to the prior contract vendee?

**Answer:** Proposers are responsible for conducting due diligence with respect to any issues related to title of the property.

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15. Does the prior vendee's impact fee purchases, if any, come with the land?

**Answer:** *Please see Section II – C of the RFP.*

<http://delraycra.org/wp-content/uploads/2018/08/RFP-SW-600-800-West-Atlantic-Ave-FINAL-1.pdf>

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16. If the parcels are in fact unified is there any liability/tie in to prior vendee?

**Answer:** *Please see responses to questions #4 and #14.*

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17. If the parcels are unified can we freely move density back and forth amongst them without a land use amendment?

**Answer:** *Please refer to the City's Land Development Regulations and contact the Development Services Department (formerly Planning, Zoning, and Building Department) for an answer to your question. Telephone number: 561-243-7000.*

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18. What near term plans does the City/CRA have to improve utilities and vehicular egress in and around the subject sites, if any?

**Answer:** *None. Proposers should include this as part of their development proposal.*

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19. How much is the budget?

**Answer:** *Please see Section IV – E of the RFP.*

<http://delraycra.org/wp-content/uploads/2018/08/RFP-SW-600-800-West-Atlantic-Ave-FINAL-1.pdf>

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20. Is there a CAD survey for the West Atlantic RFP?

**Answer:** *None. All available surveys are posted on the CRA's website.*

<http://delraycra.org/rfp/>

END OF ADDENDUM No. 2



## DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

### ADDENDUM NO. 3 TO REQUEST FOR PROPOSALS SOUTHWEST 600 - 800 BLOCKS WEST ATLANTIC AVENUE PROPERTIES CRA Project No. CRA 2018-07

October 24, 2018

#### **TO ALL PROPOSERS AND OTHERS CONCERNED**

The Delray Beach Community Redevelopment Agency ("CRA") has heretofore published a Request for Bids dated August 21, 2018, with respect to its intent to receive and consider Requests for Proposal (RFP) by qualified entities for the lease or purchase of vacant CRA-owned properties located on the south side of W. Atlantic Avenue, between SW 6<sup>th</sup> and SW 9<sup>th</sup> Avenues, Delray Beach, Florida, for redevelopment to provide a mixed-use development including a full-service grocery store. The intent of this Addendum is to address the errors and clarify other aspects of the RFP. Proposers submitting proposals for the above-referenced project shall take note of the following changes, additions, deletions clarifications, etc., to the RFP which shall become a part of and have precedence over anything shown or described otherwise.

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1. "In the Community Inclusion Tab of the RFP, you reference near the end of the section about creating a **"Construction management teaming plan"**. I am not exactly clear what you mean by that and I would like a more detailed explanation of what you are looking for here?"

**Answer:** *Proposers are encouraged to seek local general contractors whose business or owner's residence address are within the US Postal Zip Codes of 33444, 33445, and 33483 within the incorporated city limits of the City of Delray Beach to partner with the Proposer's general contractor for construction of the project. The intent is to aid in building capacity of local general contractors. A construction management teaming plan or any other demonstration of local inclusion and participation in the Proposal may be considered in the evaluation of the Proposal under the Evaluation Criteria: "Community Inclusion".*

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END OF ADDENDUM No. 3