



# **REQUEST FOR QUALIFICATIONS (RFQ)**

**FOR ARCHITECTURAL SERVICES AND  
LANDSCAPE ARCHITECTURAL SERVICES  
ON A CONTINUING CONTRACT BASIS**

**CRA PROJECT NO: CRA 2018-03**

**RESPONSES DUE: JUNE 15, 2018 at 2:00 P.M., ET**

Sealed responses are to be submitted to:

Delray Beach Community Redevelopment Agency  
20 N. Swinton Avenue  
Delray Beach, FL 33444

**Proposals received after the deadline will not be considered.**

**DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY REQUEST FOR  
QUALIFICATIONS**

**RFQ NO. 2018-03**

**ARCHITECTURAL SERVICES AND  
LANDSCAPE ARCHITECTURAL SERVICES  
ON A CONTINUING CONTRACT BASIS**

**ISSUE DATE: MAY 14, 2018**

**DUE DATE: JUNE 15, 2018**

**TIME: 2:00 P.M., ET**

The Delray Beach Community Redevelopment Agency ("CRA") is soliciting Proposals for the provision of Architectural Services and Landscape Architectural Services on a continuing contact basis, as identified in the Scope of Services herein. Proposers may submit a Proposal for either disciplines, Architectural Services or Landscape Architectural Service, or submit for both disciplines, and/or sub-disciplines as applicable to Proposer's qualifications and expertise.

Any Proposer wishing to submit a proposal must comply with the requirements contained in this Request for Qualifications ("RFQ").

A Non-Mandatory Pre-proposal conference is scheduled for Wednesday, May 23, 2018 at 10:00 A.M., at the Delray Beach Community Redevelopment Agency, 20 N. Swinton Avenue, Delray Beach, FL 33444 ("CRA Office"). Information regarding the solicitation requirements and the CRA's solicitation process are provided during the pre-solicitation conference. Interested parties are encouraged to attend.

**1. NOTIFICATION:** The CRA utilizes the following methods for notification and distribution of solicitation opportunities:

- BidSync – [www.bidsync.com](http://www.bidsync.com)
- CRA's website – <https://delraycra.org/rfp/>
- Hard copies are available at the CRA Office

The CRA will not be responsible for the receipt of notification and information from any source other than those shown above. It shall be the Proposer's responsibility to verify the validity of all RFQ documents and solicitation information received by sources other than those listed above.

**2. REQUIRED INFORMATION:** This RFQ contains various sections which require completion. Responses to this RFQ ("Proposals") must be completed and returned prior to the Due Date and Time for Proposal opening or the Proposer shall be found non-responsive.

**3. CORRESPONDENCE:** The number of this RFQ (RFQ No. 2018-03) must appear on all correspondence or inquiries pertaining to this RFQ.

**4. NOTICE OF PUBLIC DOCUMENTS:** Any and all materials initially or subsequently submitted as part of the solicitation process for this RFQ shall become the property of the CRA, and shall be treated as CRA documents subject to typical practice and applicable laws for public

records.

5. **ADDENDA:** Any interpretations, corrections, or changes to this RFQ will be made by addenda. Sole issuing authority shall be vested in the CRA. Addenda will be posted and available through the CRA notification methods shown above.
6. **SUBMITTAL FORMAT REQUIREMENTS:** Proposal shall be submitted in hard (paper) copies. Submission of proposals electronically will not be accepted. The proposal and all copies must be received on or before the Due Date and Time (local time) at the Delray Beach Community Redevelopment Office located at 20 N. Swinton Avenue, Delray Beach, Florida, 33444. Proposals must be presented in a sealed container unless otherwise indicated.

It is the sole responsibility of the Proposer to utilize the forms provided in this RFQ and to ensure their proposal is delivered to the CRA Office prior to the Due Date and Time. The Proposer's name, return address, RFQ number, RFQ title, Due Date, and Time must be noted on the outside of the sealed container. Included in the sealed container shall be:

- One (1) original clearly identifying Proposer and marked "ORIGINAL".
- Seven (7) copies clearly identifying Proposer and marked "COPY" with all required information and identical to the original.
- One (1) electronic copy clearly identifying Proposer.

**NOTE: Proposal responses submitted via facsimile or email will not be accepted.**

7. **LATE PROPOSALS:** Proposals received at the CRA after the Due Date and Time shall be returned unopened and will be considered non-responsive. It is the sole responsibility of Proposer to ensure its Proposal is received by the CRA by the Due Date and Time. The CRA is not responsible for lateness due to weather conditions, delivery service, or any other reasons.
8. **PROPOSAL OPENINGS:** All proposals submitted before the Due Date and Time shall be publicly opened at the CRA Office, located at 20 N. Swinton Avenue, Delray Beach, FL 33444.
9. **MINOR DEFECT:** The CRA reserves the right to waive any minor defect, irregularity, or informality in any proposal. The CRA may also reject any or all proposals without cause prior to award.
10. **EVALUATION:** Proposals will be evaluated as outlined in this RFQ.
11. **AWARD:** The CRA reserves the right to accept any proposal or combination of proposal alternates which, in the CRA's judgment will best serve the CRA's interest, reject any and all proposals or any part of a proposal, and to negotiate terms with the Successful Proposer(s). The CRA reserves the right to waive any informality in a proposal, and to award an agreement that is in the best interest of the CRA.

The CRA reserves the right to award the Agreement on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the CRA.

The CRA reserves the right to make an award to the responsive and responsible Proposer whose service meets the terms, conditions, and specifications of the RFQ and whose Proposal

is considered to best serve the CRA's interest.

- 12. INFORMATION:** Within this solicitation are several Sections as follows: Section 1 describes special terms and conditions that will apply to this RFQ and any resulting Agreement, Section 2 describes scope of services being sought under this RFQ, Section 3 describes the proposal response requirements and provides forms and instructions for preparing a proposal in response to this RFQ, and Section 4 lists instructions for submitting a response to this RFQ.
- 13. RFQ SCHEDULE:** A summary schedule of the major activities associated with this solicitation is presented in Table 1 below. The CRA, at its sole discretion, may modify this schedule as the CRA deems appropriate.

ACTIVITY	DATE	TIME
Issue RFQ	Monday, May 14, 2018	N/A
Non-Mandatory Pre-proposal Conference	Wednesday, May 23, 2018	10:00 A.M.
Deadline for Delivery of Questions	Tuesday, June 05, 2018	5:00 P.M.
Due Date and Time (for delivery of Proposals)	Friday, June 15, 2018	2:00 P.M.
Phase 1 Evaluation	Friday, June 22, 2018	N/A
Selection Committee Meeting – Technical Evaluations	Friday, July 06, 2018	10:00 A.M.
Selection Committee Meeting – Interviews (if conducted)	Wednesday, July 11, 2018	10:00 A.M.
Selection Committee Meeting - Final Evaluations	Wednesday, July 11, 2018	2:00 P.M.

Table 1

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

- 14. POINT OF CONTACT:** For information concerning procedures for responding to this RFQ, contact the CRA via email at [matthewsk@mydelraybeach.com](mailto:matthewsk@mydelraybeach.com). Such contact shall be for clarification purposes only.
- 15. QUESTIONS:** Each Proposer must examine this RFQ, which incorporates all its addenda, appendices, exhibits, drawings, instructions, special conditions and attachments to determine if the requirements are clearly stated. All questions concerning this RFQ, such as discrepancies, omissions and exceptions to any term or condition of the RFQ documents, including the Sample Agreement, should be submitted in writing to the CRA via email at [matthewsk@mydelraybeach.com](mailto:matthewsk@mydelraybeach.com). Questions of a material nature must be received prior to the Deadline for Delivery of Questions specified in the RFQ schedule above.

Failure of the Proposer to examine all pertinent documents shall not entitle the Proposer to any relief from the conditions imposed in the Agreement.

- 16. DEFINITIONS:** The CRA will use the following definitions in its special conditions, scope of services, instructions, addenda and any other document used in the solicitation process:

- A. REQUEST FOR QUALIFICATIONS (RFQ) - CRA request for proposals from qualified Proposers.
- B. PROPOSER – Person or firm submitting a Proposal.
- C. PROPOSAL – Proposers response to this RFQ.
- D. RESPONSIVE PROPOSER – A Proposer whose Proposal conforms in all material respects.
- E. RESPONSIBLE PROPOSER – A Proposer who meets the minimum qualification requirements and has the capability to perform the Agreement requirements.
- F. FIRST RANKED PROPOSER – The Proposer whose Proposal is deemed the most advantageous to the CRA after applying the evaluation criteria contained in this RFQ.
- G. SUCCESSFUL PROPOSER – Proposer who is awarded an Agreement for the provision of services detailed in this RFQ.
- H. AGREEMENT – The Agreement, a sample of which is attached hereto and made a part hereof, between the CRA and the Successful Proposer to perform the services described in this RFQ. The agreement to be entered into between the CRA and the Consultant shall be in a substantially similar form to the Agreement provided herein.
- I. ARCHITECTURAL SERVICES: Rendering or offering to render services in connection with the design and construction of a structure or group of structures which have as their principal purpose human habitation or use, and the utilization of space within and surrounding such structures. These services include planning, providing preliminary study designs, drawings and specifications, job-site inspection, and administration of construction contracts. [Florida Statutes Chapter 481.203(6)]
- J. LANDSCAPE ARCHITECTURAL SERVICES: Professional services, including, but not limited to, the following: (a) Consultation, investigation, research, planning, design, preparation of drawings, specifications, contract documents and reports, responsible construction supervision, or landscape management in connection with the planning and development of land and incidental water areas, including the use of Florida-friendly landscaping as defined in § 373.185, where, and to the extent that, the dominant purpose of such services or creative works is the preservation, conservation, enhancement, or determination of proper land uses, natural land features, ground cover and plantings, or naturalistic and aesthetic values; (b) The determination of settings, grounds, and approaches for and the siting of buildings and structures, outdoor areas, or other improvements; (c) The setting of grades, shaping and contouring of land and water forms, determination of drainage, and provision for storm drainage and irrigation systems where such systems are necessary to the purposes outlined herein; and (d) The design of such tangible objects and features as are necessary to the purpose outlined herein. [Florida Statutes Chapter 481.303(6)]
- J. WORK ASSIGNMENT: A form used to authorize work, projects, and services. The Work Assignment includes the scope of work to be performed and related costs.

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## SECTION 1: SPECIAL TERMS AND CONDITIONS

### A. INTRODUCTION AND INFORMATION

#### 1. Purpose

The CRA is soliciting proposals for the provision of Architectural Services and Landscaping Architectural Services on a Continuing Contract Basis as identified in the Scope of Services herein. Any Proposer wishing to submit a proposal must comply with the requirements contained in this RFQ.

Up to five (5) firms for each discipline (Architectural Services and/or Landscaping Architectural Services) will be selected through this solicitation. Proposers may submit a Proposal for one discipline or both disciplines. The term of each contract/agreement with each firm will be for three (3) years, with an option for up to two (2), one (1) year extensions.

### B. TERMS AND CONDITIONS

#### 1. Addenda, Changes, and Interpretations

Questions and inquiries concerning the RFQ and specifications of this solicitation shall be submitted in writing to the CRA via email at [matthewsk@mydelraybeach.com](mailto:matthewsk@mydelraybeach.com) for receipt no later than ten (10) calendar days prior to the date set for receiving Proposals ("Deadline for Delivery of Questions"). Requests received after the Deadline for Delivery of Questions may not be addressed.

Material changes, if any, to the requirements, scope, specifications, or the solicitation process shall be made by official written addendum issued by the CRA and uploaded to BidSync as an addendum to this RFQ and posted on the CRA website: <https://delraycra.org/rfp/>.

All addenda are a part of the RFQ solicitation documents and each Proposer shall be bound by such addenda. It is the responsibility of each Proposer to read and comprehend all addenda issued. Failure of any Proposer to acknowledge an issued addendum in its Response will not relieve the Proposer from any obligation contained therein.

#### 2. Selection Criteria/Evaluation of Proposals

CRA staff will open all responses that have been timely received and review them for compliance with the requirements of the RFQ. The review process will be conducted at a minimum of two phases. In Phase One, CRA staff shall determine whether each Proposer is responsive and responsible. For the purposes of this RFQ, a responsive Proposer means a Proposer that has submitted a proposal that conforms in all material respects to the requirements in this RFQ, and a responsible Proposer means a Proposer meets the minimum qualification requirement(s) in this RFQ.

Submittals may be considered non-responsive based on factors such as failure to include any information required by this RFQ, failure to utilize or complete the required forms, failure to conform to applicable laws, misstatement or concealment of any material facts, and similar circumstances.



In Phase Two, the CRA will establish a Selection Committee to review and evaluate the RFQ submissions submitted in response to this RFQ. The Selection Committee will evaluate all proposals received and select the proposers considered best qualified to serve the CRA's interest.

The Selection Committee will determine whether each proposer is responsible. For the purposes of this RFQ, a responsible proposer means a person or firm/team that has the capacity in all respects to fully perform the contract requirements and has the integrity and reliability that will ensure good faith performance.

Ranking of firms and final selection will be based on the following criteria:

Table 2

Criterion	Max
Experience, Background, Reference Feedback	30
Projects for Similar Services	15
Approach to Project Management	25
Organizational Structure (capacity, resources, personnel)	20
Location of office and Assigned Project Manager	10
<b>Total</b>	<b>100</b>

Each Selection Committee member will evaluate, rank, and score the proposals for each of the evaluation criteria listed above. The Selection Committee may create a short list of Proposers from the proposals received and elect to conduct interviews/presentations with the short-listed firms. If the Selection Committee elects to short-list only, those proposals from Proposers that are short-listed will be considered for award of the Agreement.

The Selection Committee may rank Proposals without conducting interviews with Proposers. For this reason, each Proposer must ensure that its proposal contains all of the information requested in this RFQ.

If interviews are conducted, the evaluation will be on the knowledge demonstrated by the Proposer and its team members, as well as the team's ideas and vision for services for the CRA. Consideration will be given for unqualified answers, comprehensive explanations of relevant experience, and understanding of the required services. Consideration will also be given for presentation style. Clarification information as well as information obtained during the interview process will be considered in the final evaluations and ranking of Proposals.

Selection Committee shall perform a final ranking of short-listed Proposers **(If interviews are conducted)**. The Selection Committee will present its recommendation to the CRA Board for approval and the award of contracts.

At any time during the process, the CRA may conduct any investigations it deems necessary to evaluate the proposals. Each Proposer shall promptly provide the CRA with any additional information reasonably requested by the CRA. The CRA shall have the right to make additional inquiries, interview some or all of the Proposers, visit the facilities of one or more of the Proposers, or take any other action the CRA deems necessary to fairly evaluate a proposal.

At any time during the Selection process, the CRA may reject a proposal if the CRA concludes the Proposer is not qualified (e.g. Proposer does not satisfy the minimum requirements criteria set forth in this RFQ).

Up to five (5) of the top ranked Proposers in each discipline (Architectural Services and/or Landscaping Architectural Services) may be invited to make a presentation at a scheduled and advertised CRA Board Meeting. Please note that the Selection Committee and the CRA Board may select the Successful Proposer(s) without allowing any presentations or interviews by any Proposer. For this reason, each Proposer must ensure that its proposal contains all of the information requested in this RFQ.

The CRA reserves the right to negotiate such terms and conditions with the top ranked Proposers in each discipline as it deems to be in the best interest of the CRA. In the event an agreement is not negotiated to the CRA's satisfaction with any of the top ranked Proposers in a particular discipline, the CRA may abandon such negotiation, and negotiate with another top ranked Proposers in the discipline.

### **3. The CRA'S Acceptance or Rejection of Proposals**

The CRA reserves its exclusive right to:

- Disregard all non-conforming, non-responsive, unbalanced or conditional proposals
- Reject any and all proposals that fail to satisfy the requirements and specifications in this RFQ
- Accept the proposal which is the best overall proposal, based on the selection criteria listed
- Reject any and all non-responsive proposals
- Waive minor irregularities in any proposal
- Issue addenda or otherwise revise the requirements in this RFQ
- Reject all proposals, with or without cause
- Issue requests for new proposals
- Cancel this RFQ

The CRA may reject a proposal for any reason that the CRA deems sufficient. For example, the CRA may reject one or more proposals if (1) the Proposer misstates or conceals any material fact in their proposal; (2) the proposal does not conform to the requirements of applicable Law; (3) the proposal is subject to conditions or qualifications; (4) a change occurs that makes this RFQ unnecessary for the CRA; (5) any Proposer submits more than one proposal under the same or different names; (6) a Proposer has failed to perform satisfactorily or meet its financial obligations on previous contracts; (7) the Proposer employs unauthorized aliens in violation of Section 274(A)(e) of the Immigration and Naturalization Act; and/or (8) the Proposer is on the convicted contractors list following conviction for a public entity crime as provided in Section 287.133, *Florida Statutes*.

Any or all proposals may be rejected if the CRA concludes that collusion existed among two or more of the Proposers. Proposals received from the participants in such collusion will not be considered for the same work in this RFQ if re-advertised.

The CRA may reject proposals if two (2) or more Proposers are planning a merger or are in the process of merging with or acquiring other Proposers, and the CRA concludes that the Proposers are not submitting bona fide or uncompromised proposals. In such cases,

the CRA may reject all proposals in which such Proposers are involved.

The CRA reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

#### 4. **Protest Procedures**

In the event a protest is filed, the following procedure shall be followed for this RFQ process.

- (1) In order to be considered, protests concerning the bid, solicitation, or award must be filed in writing with the Executive Director. Protests may only be filed by bidders/proposers who may be aggrieved by the solicitation or award. Protests shall be addressed to:

Delray Beach CRA – Finance and Operations Director  
20 N. Swinton Avenue  
Delray Beach, FL 33444

- (2) The time limit for filing a protest is five (5) calendar days from the date the bid or RFP recommendation is made. Such recommendation shall be posted at the CRA Office and City of Delray Beach City Hall, and the five (5) days shall commence from the date of posting.
- (3) Upon receipt of a timely protest, the Executive Director will review the protest, consult with the CRA General Counsel and appropriate CRA staff. The Executive Director shall then issue a written finding that has been reviewed by the CRA General Counsel no later than twenty (20) working days of receipt of the protest.
- (4) The written findings of the Executive Director shall be sent by United States mail to the protestor's address as set forth in the bid documents. Receipt of the findings shall be deemed to occur within five (5) calendar days from the mailing of the findings. No action to award a bid under protest will be taken until either the protestor withdraws the protest, or the CRA Board finds that the protest is without merit.
- (5) If the CRA Executive Director denies the protest, the recommendation of staff regarding the bid award, and the written findings of the Executive Director shall be placed on a CRA Board agenda for action. The CRA Board shall make a specific finding that the protest is either justified or is unjustified. After making a finding of no justification, the CRA Board may award the bid or accept the proposal. The protestor may appear at the CRA Board meeting and state the protest on the record; however, the CRA Board shall be free to award the bid and enter into an agreement.
- (6) If the Executive Director or CRA Board finds that the protest grants the protest, the Executive Director may recommend the following actions, subject to the approval of the CRA Board:
  - a) Reject all bids.
  - b) Make a recommendation to award the bid; or
  - c) Take any other appropriate action that is in the best interest of the CRA.

#### 5. **Changes and Alterations**

Proposers may change or withdraw a Proposal at any time prior to the proposal Due Date and Time; however, no oral modifications will be allowed. Modifications shall not be

allowed following the proposal Due Date and Time.

**6. Proposer's Costs**

The CRA shall not be liable for any costs incurred by Proposers in responding to this RFQ.

**7. Invoices/Payment**

The CRA will accept invoices no more frequently than once per month. Each invoice shall fully detail the related fees and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the Agreement, the CRA shall not approve or accept the Proposer's work product, and an agreement cannot be reached between the CRA and the Proposer to resolve the problem to the CRA's satisfaction, the CRA shall negotiate with the Proposer on a payment for the work completed and usable to the CRA.

**8. Acceptance of Proposals / Minor Irregularities**

The CRA reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature, and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a Proposer an advantage or benefit not enjoyed by other Proposers, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The CRA also reserves the right to reissue a RFQ.

The CRA reserves the right to disqualify Proposer(s) during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

**9. Modification of Services**

The CRA reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the CRA, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the CRA on any portion of an Agreement resulting from this RFQ, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

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

If the Successful Proposer and the CRA agree on modifications or revisions to the task elements, after the CRA has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a

revised budget to the CRA for approval prior to proceeding with the work.

#### **10. Non-Exclusive Contract**

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

#### **11. Contract Agreement**

By submitting a proposal, the Proposer(s) agree to all terms and conditions in this RFQ, which incorporates all addenda, appendices, exhibits, attachments, and sample Agreement.

Once the CRA Board selects the most qualified firm and ranks the top firms (up to five (5) per discipline), the CRA shall negotiate the price for the services with the qualified firm(s) on an as needed basis. The negotiated contract shall then be presented to the CRA Board for consideration.

#### **12. Subcontractors**

If a Proposer proposes to use subcontractors in the course of providing services to the CRA, this information shall be a part of the proposal. Such information shall be subject to review, acceptance and approval of the CRA, prior to any award. The CRA reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Proposer to replace subcontractor with one that meets CRA approval.

Proposer shall ensure that all of Proposer's subcontractors perform in accordance with the terms and conditions of the Agreement. Proposer shall be fully responsible for all of Proposer's subcontractors' performance, and liable for any of Proposer's subcontractors' non-performance and all of Proposer's subcontractors' acts and omissions. Proposer shall defend, at Proposer's expense, counsel being subject to the CRA's approval or disapproval, and indemnify and hold harmless the CRA and the CRA's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Proposer's subcontractors for payment for work performed for the CRA.

The Proposer shall require all of its subcontractors to provide the required insurance coverage as well as any other coverage that the Proposer may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the Proposer.

#### **13. Insurance Requirements**

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

- A. Workers' Compensation Insurance: with the statutory limits.

- B. Employers' Liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000) for each accident, One Hundred Thousand Dollars (\$100,000) for each disease, and Five Hundred Thousand Dollars (\$500,000) for aggregate disease.
- C. Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06 (Engineers, Architects, or Surveyors Professional Liability exclusion), as Filed by the Insurance Services Office and must include:
  - a. Premises and/or Operations
  - b. Independent Contractors
  - c. Products and Completed Operations - Consultant shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage.
  - d. Broad Form Property Damage
  - e. Contractual Coverage applicable to this specific Agreement.
  - f. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.
- D. Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
  - a. Owned Vehicles
  - b. Hired and Non-Owned Vehicles
  - c. Employers' Non-Ownership
- E. Professional Liability Insurance with minimum limits per occurrence applicable to CRA projects as follows:

	<b>Construction Cost Range</b>	<b>Limit</b>
a.	0 - 99,000	\$250,000
b.	100,000 - 299,000	\$500,000
c.	300,000 - 499,000	\$750,000
d.	500,000 - Above	\$1,000,000

All general liability and motor vehicle insurance policies shall name the Delray Beach Community Redevelopment Agency as an additional insured.

The Successful Proposer shall not commence any performance pursuant to the terms of this RFQ until certification or proof of insurance has been received and approved by the CRA.

The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of

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

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

The CRA reserves the right to amend the policy limits detailed above if deemed by the CRA to be in the CRA's best interest.

#### **14. Award of Agreement**

An Agreement shall be awarded by the CRA Board. The CRA reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer(s) that is determined to be in the CRA's best interests. The CRA reserves the right to award an Agreement to more than one Proposer, at the sole and absolute discretion of the in the CRA.

#### **15. Unauthorized Work**

The Successful Proposer(s) shall not begin work until an Agreement has been awarded and executed by the CRA Board, and a purchase order and/or task order has been issued. Successful Proposer(s) agree and understand that the issuance of a purchase order and/or task order shall be issued and provided to the Successful Proposer(s) following CRA Board award.

#### **16. Uncontrollable Circumstances (Force Majeure)**

The CRA and Successful Proposer will be excused from the performance of their respective obligations under the Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the CRA may excuse performance for a longer term. Economic hardship of the Proposer will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**17. News Releases/Publicity**

News releases, publicity releases, or advertisements relating to the Agreement or the tasks or projects associated with the project shall not be made by Proposers without prior written approval by the CRA.

**18. Agreement Period**

The initial Agreement term shall commence on the date specified in the Agreement and shall expire three (3) years from that date. The CRA reserves the right to extend the Agreement for two (2), one (1) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CRA.

At the CRA's request, the Successful Proposer shall continue services beyond the final expiration date. This extension period shall not extend for more than one (1) year beyond the final expiration date of the Agreement. The Successful Proposer shall be compensated at the rate in effect when this extension period is invoked by the CRA.

**19. Substitution of Personnel**

It is the intention of the CRA that the Successful Proposer's personnel proposed for the Agreement will be available for the term of the Agreement. In the event the Successful Proposer wishes to substitute personnel, Successful Proposer shall propose personnel of equal or higher qualifications and all replacement personnel are subject to CRA approval. In the event substitute personnel are not satisfactory to the CRA and the matter cannot be resolved to the satisfaction of the CRA, the CRA reserves the right to cancel the Agreement for cause.

**20. Public Records**

**IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, 20 N. SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444 AND MAY BE CONTACTED BY PHONE AT 561-276-8640 OR VIA EMAIL AT [JADUSINGHR@MYDELRAYBEACH.COM](mailto:JADUSINGHR@MYDELRAYBEACH.COM).**

Successful Proposer shall comply with public records laws, specifically to:



- i. Keep and maintain public records required by the CRA to perform the service.
- ii. Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Successful Proposer does not transfer the records to the CRA.
- iv. Upon completion of the Agreement, transfer, at no cost, to the CRA all public records in possession of the Successful Proposer or keep and maintain public records required by the CRA to perform the service. If the Successful Proposer transfers all public records to the CRA upon completion of the Agreement, the Successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Proposer keeps and maintains public records upon completion of the Agreement, the Successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.
- v. If the Successful Proposer does not comply with this section, the CRA shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

## **21. Request for Records; Noncompliance**

All requests to inspect or copy public records relating to a CRA Agreement for services must be made directly to the CRA. If the CRA does not possess the requested records, the CRA shall immediately notify the Successful Proposer of the request, and the Successful Proposer must provide the records to the CRA or allow the records to be inspected or copied within a reasonable time.

If Successful Proposer does not comply with the CRA's records request for records, the CRA shall enforce the Agreement provisions in accordance with the Agreement. If Successful Proposer fails to provide the public records to the CRA within a reasonable time may be subject to penalties under Florida Statute Chapter 119.10.

If a civil action is filed against Successful Proposer to compel production of public records relating to a CRA Agreement for services, the court shall assess and award against the Successful Proposer the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the Successful Proposer unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Successful Proposer has not complied with the request, to the public agency and to the contractor. A notice complies if it is sent to the CRA's custodian of public records and to the Successful Proposer at the

Successful Proposer's address listed on its Agreement with the CRA or to the Successful Proposer's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format. A Successful Proposer who complies with a public records request within eight business days after the notice is sent is not liable for the reasonable costs of enforcement.

## **22. No Lobbying/Contact Permitted**

As to any matter relating to this RFQ, any proposer, team member, or anyone representing a proposer is advised that they are prohibited from contacting or lobbying the CRA Chair, any CRA Board Member, CRA staff, or any other person working on behalf of the CRA on any matter related to or involved with this RFQ. For purposes of clarification, a 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 (matthewsk@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 RFQ and shall terminate at the time the CRA selects a proposal, rejects all proposals, or otherwise takes action which ends the solicitation process.

## **23. Public Entity Crimes**

Pursuant to Florida Statutes 287.133, as amended, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on an Agreement to provide any goods or services to a public entity, may not submit a proposal on an Agreement with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as an Agreement or, supplier, subcontractor or consultant under an Agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Each Proposer must certify that the Proposer is not subject to these prohibitions regarding public entity crimes.

## **24. Scrutinized Companies**

This Section applies to any Agreement for goods or services of \$1 million or more. The Proposer certifies that it is not on the Scrutinized Companies with activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, that it does not have business operations in Cuba or Syria and as provided in Florida Statutes 287.135. The CRA may terminate an Agreement at the CRA's option if the Proposer is found to have submitted a false certification as provided under subsection (5) of Florida Statutes 287.135 or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Florida Statutes 287.135.

## **25. Debarred or Suspended Proposers**

The Proposer certifies, by submission of a response to this solicitation, that neither it nor its

principals or subcontractors are presently debarred or suspended by any Federal, State or City department or agency.

**26. Compliance with Laws**

The Proposer shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant any order.

**27. Non-Discrimination**

The Proposer shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The Proposer will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractor to be in compliance.

**28. Conflict of Interest**

By submitting a Proposal, Proposer declares and certifies that no officer, employee or person whose salary is payable in whole or part from the CRA or the City is directly or indirectly interested in this Proposal or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof. All Proposers must disclose with their Proposal the name of any officer, director or agent who is also an employee of the CRA or the City. Further, all Proposers must disclose the name of any CRA or City employee who owns, directly or indirectly, any interest in the Proposer's firm or any of it's' branches.

**29. Anti-Collusion**

Proposer certifies that its Proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal of Proposer from participation in future CRA solicitations for a specified period.

**30. Trade Secret**

Any language contained in the Proposer's Proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is in the CRA's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the CRA which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The CRA shall be the final arbiter of whether any information contained in the Proposer's Proposal constitutes a Trade Secret. The

CRA's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the CRA its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the CRA's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

### **31. Venue**

Proposers waive the privilege of venue and agree that any legal action brought pursuant to this RFQ or any resulting Agreement between Proposer and the CRA will be in Palm Beach County, Florida and that all litigation between Proposer and the CRA shall be filed in the appropriate state or federal court located in Palm Beach County, Florida.

Proposer hereby waives any claim against CRA and its officers, employees, volunteers or agents for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of the Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring the Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

### **32. Indemnity/Hold Harmless Agreement**

The Proposer shall indemnify and hold harmless the CRA, its officers, directors, and employees, from or on account of all liabilities, damages, losses and costs at trial and appellate levels, sustained by any person or persons, to the extent actually caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and any persons employed or utilized by the Proposer in the performance of the services pursuant to this Agreement, and any associated Work Authorization (excluding the actual or alleged negligence, or actions based upon the willful, wanton or intentional misconduct of the CRA or its officers, directors, agents or employees, as well as other exclusions provided by F.S. 725.06(1)(c). The Proposer agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the Proposer, his subcontractors, agents, servants or employees. Proposer further agrees to indemnify and save harmless the CRA from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the CRA on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the CRA for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

### **33. Specifications**

The specifications contained in the Scope of Services may include items that are considered minimum, mandatory, or required. If any Proposer is unable to meet or exceed these items and feels that the specifications are overly restrictive, the Proposer must notify the CRA prior to the Deadline for Delivery of Written Questions and Objections. If no such notification is received prior to the Deadline for Delivery of Written Questions, the CRA will consider the specifications to be acceptable to all Proposers.

**34. Prohibition of Interest**

No Agreement will be awarded to a Proposer who has CRA elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida State Statutes, City Ordinances, the Palm Beach County Code of Ethics, and all other applicable rules and regulations relating to this issue. Proposers must disclose any such affiliation in their Proposal. Failure to disclose any such affiliation will result in disqualification of the Proposer, removal of the Proposer from the CRA's Proposer lists, and prohibition of the Proposer from engaging in any business with the CRA for a specified period.

**35. Legal Requirements**

Applicable provisions of all federal, State of Florida, and Palm Beach County laws, local ordinances, rules and regulations shall govern development, submittal and evaluation of Proposals submitted in response to this RFQ and shall govern any and all claims and disputes which may arise between Proposers and the CRA by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.

**36. Proposal Firm for Acceptance**

Proposer warrants that by virtue of submitting a Proposal, the Proposal will be firm for acceptance by the CRA for a period of one hundred fifty days from the Due Date and Time.

**37. Communications**

Only written communications from Proposer, which are signed by a person authorized to bind the Proposer will be recognized by the CRA as duly authorized expressions on behalf of Proposer.

## SECTION 2: SCOPE OF SERVICES

### A. SCOPE

1. The scope of work to be performed by the selected consultant shall include:
  - a) Pre-design services for proposed projects within the CRA District.
  - b) Design Services – within the scope of the practice of architecture and/or landscape architecture, provide preliminary design, construction documents (including specifications), cost estimates, and bidding assistance.
  - c) Permitting Services – assist with acquiring necessary approvals required by all local, regional, state, and federal jurisdictional agencies.
  - d) Construction Administration Services – on site observations to enable consultant's certification as required by regulatory agencies and ensure that the facilities are constructed in compliance with approved plans and specifications.
2. Successful Proposer (hereinafter in this Scope referred to as Consultant) shall provide all labor, materials, equipment, supplies and travel to provide Professional Services to include, but not be limited to, the following disciplines and sub-disciplines as applicable:
3. Proposers may submit a Proposal for either Architectural Services or Landscape Architectural Service, or both, and/or sub-disciplines as applicable to Proposer's qualifications and expertise.

#### **Disciplines:**

- a) Architectural Design Services

**and/or**

- b) Landscaping Architectural Design Services

#### **Sub-disciplines as applicable including but not limited to:**

- a) Civil
- b) Mechanical
- c) Electrical
- d) Plumbing
- e) Structural

### B. ASSIGNMENT OF PROJECTS:

As projects arise and are funded during the Agreement term that requires Professional Services, the CRA will select a Consultant from the Library with the requisite expertise and negotiate the scope of services and basis of compensation for a Work Assignment for the specific project.

Selection and rotation of firms selected from the Library will be in direct accordance with Florida Statute 287.055, Consultants' Competitive Negotiation Act. Proof of insurance from all proposers is required at the time of issuance and award of a Continuing Services Contract and must be maintained throughout the contract period.

The CRA does not guarantee any minimum or maximum services to be ordered during the Agreement term from any Consultant. Work Assignments shall be at the sole discretion of the CRA.

**C. GENERAL DUTIES OF CONSULTANT:**

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

It shall be the responsibility of the Consultant to work with the CRA and apprise it of solutions to problems and the approach or technique to be used towards accomplishment of the CRA objectives as set forth in the Work Assignment, which will be made a part of this Agreement upon execution by both parties.

The CRA will establish a budget for each Work Assignment. The Consultant shall be responsible for providing, at no additional cost to the CRA, new designs, drawings, specifications, reports and other applicable services if the Contractor exceeds the budget for the entire project through completion of the design phase of the project; however, nothing contained herein shall require the Consultant to bear additional costs if the additional costs are a result of a change in the Work Assignment scope of services directed by the CRA.

The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, compliance with laws, regulations and rules, and the coordination with all appropriate agencies of all designs, drawings, specifications, reports and other Professional Services provided by the Consultant. If the CRA, in its sole discretion, determines there are errors, omissions or other deficiencies in the Consultant's designs, drawings, specifications, reports and other services, the Consultant shall, without additional compensation, correct or revise said errors or omissions to the satisfaction of the CRA.

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## SECTION 3: PROPOSAL RESPONSE REQUIREMENTS

### A. BACKGROUND

The Delray Beach Community Redevelopment Agency (the "CRA") is seeking proposals from qualified architectural and landscape architectural firms to provide pre-design through construction administration services for various improvements on a continuing contract basis in support of the community redevelopment effort for projects including, but not limited to, the Downtown Delray Beach Master Plan, West Atlantic Avenue Redevelopment Plan, the City of Delray Beach Community Redevelopment Plan, and the Southwest Area Neighborhood Redevelopment Plan for which construction costs generally do not exceed \$2,000,000; and study activity when the fee for such professional service does not exceed \$200,000, pursuant to Florida Statute Section 287.055 (Consultants' Competitive Negotiation Act).

Responses to this RFQ must include one (1) original and seven (7) copies of the response which addresses the requirements below, along with an electronic version (PDF) of the full response.

Up to five (5) firms will be selected for each discipline through this solicitation. The term of each contract/agreement with each firm will be for three (3) years, with an option for up to two (2), one (1) year extensions.

Proposers may submit a Proposal for either Architectural Services, Landscape Architectural Service, or both, and/or sub-disciplines as applicable to Proposer's qualifications and expertise.

### B. SUBMITTAL FORMAT

To facilitate and expedite review, and to ensure that all submittals can be evaluated on an equitable basis, the CRA asks that all Proposers follow the response format outlined below. Failure to submit your response in the format requested may result in a delay in evaluating your Proposal or disqualification. To assist you in preparing your response, the CRA's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

#### COVER SHEET OR FIRST PAGE

Proposer shall indicate on the cover sheet or first page which discipline they are submitting for:

- Architectural Services**
- Landscape Architectural Services**

Proposers may submit for one discipline or both disciplines

#### 1. CHAPTER 1 – LETTER OF INTENT:

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm. Provide a positive commitment to provide the required services. Also, the letter should disclose the name of the contracting agent and primary contact person, his/her title, address, phone number, fax number, and email address.

#### 2. CHAPTER 2 - PROPOSERS INFORMATION

Legal contracting name, including any dba.

- A. State of organization or incorporation.
- B. Ownership structure of Proposer's company.



- (e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
- C. Federal Identification Number.
- D. Contact information for Proposer's Corporate headquarters.
  - Address
  - City, State, Zip
  - Phone
- E. Contact information for Proposer's Local office (if any).
  - Address
  - City, State, Zip
  - Phone
- F. Years in business
- G. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers
- H. Any additional organizational information that Proposer wishes to supply to augment its proposal
- I. Contact information for Proposer's Primary representative during this RFP process.
  - Name
  - Phone
  - E-mail
  - Mailing Address
  - City, State, Zip
- J. Contact information for Proposer's Secondary representative during this RFP process.
  - Name
  - Phone
  - E-mail
  - Mailing Address
  - City, State, Zip
- K. Briefly summarize any current or pending litigation in which Proposer is a part to.
- L. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).
- M. Provide the names of the persons who are principals of the company.
- N. Provide information on any lawsuits pending or any judgments, in the last five (5) years, which are concerned directly with the firm, the staff, or any part of the Proposer's organization, which are proposed to perform on this contract.
- O. Indicate whether or not the firm is a certified minority business enterprise as provided in Section 287.055(3)(d), Florida Statutes.

### 3. CHAPTER 3 - MINIMUM QUALIFICATION REQUIREMENTS

Each proposer shall submit information and documentation requested that confirms it meets the following qualification requirement(s):

- A. Must be registered with the State of Florida. Division of Corporations to do business in Florida.
- B. Must have been in business for a minimum of twenty-four (24) months prior to the Due Date and Time.
  - Provide supporting documentation (e.g. state, county, city business license; occupational license) that confirms Bidder has been in business for a minimum of twenty-four (24) month prior to the Due Date and Time.*
- C. Must hold a current, valid license to provide architectural and/or landscaping architectural services in the State of Florida as is applicable to the discipline(s) Proposer is submitting

as follows:

- A. Architectural – Florida Department of Business & Professional Regulation
  - B. Landscape Architectural – Florida Department of Business & Professional Regulation
- Provide a copy of Proposer's license issued by the Florida Department of Business & Professional Regulation.

- D. Has no reported conflict of interests in relation to this RFQ.

*Disclose the name of any officer, director or agent who is also an employee of the CRA. Disclose the name of any CRA employee who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches. If no conflicts of interests are present, Proposer must submit a statement to that affect.*

#### **4. CHAPTER 4 - EXPERIENCE, BACKGROUND, REFERENCE FEEDBACK**

- A. Identify each Professional Service discipline and/or sub-discipline in which Proposer wishes to be considered for award of an Agreement.
- B. Submit a separate detailed narrative description documenting Proposer's overall Professional Services background and experience in each Professional Service discipline or sub-discipline in which Proposer wishes to be considered for award of an Agreement as follows (NOTE: each narrative should clearly identify the Professional Service the experience is referencing):
  - 1. Experience in the following as applicable:
    - a) Landscaping architectural design services
    - b) Architectural Services
    - c) Civil
    - d) Mechanical / Electrical / Plumbing
    - e) Structural
  - 2. Experience in other related services that complement the above referenced Professional Services.
  - 3. Awards, certifications, or other recognition received by Proposer relative to work on projects in the designated Professional Services
- C. Submit up to five (5) client references for whom Proposer has provided Professional Services similar to those specified in this RFQ in the past five years and who are agreeable to respond to a request from the CRA regarding proposer's experience. Each client reference should include the following:
  - 1. Organization name
  - 2. Contact name(s)
  - 3. Contact email address
  - 4. Address
  - 5. Telephone and fax numbers
  - 6. Dates of service (start/end)
  - 7. Scope (Type of Professional Service provided)
- D. Submit the following information documenting experience of the key personnel proposed by Proposer to include, but not limited to the following:
  - 1. List of up to ten (10) key personnel who are proposed for work on this project to include any subcontractors.
  - 2. Provide the role of each of the above referenced personnel within the provision of services.
  - 3. For each key personnel listed above, provide a resume/bio of the individuals experience, qualifications, work history, education and any related licenses and certifications.

## **5. CHAPTER 5 - PROJECTS FOR SIMILAR SERVICES**

- A. List up to ten projects that Proposer has provided Professional Services since September 1, 2013 to include the following information:
  - 1. Organization/Owner name
  - 2. Address (City/State)
  - 3. Project date (Start/End)
  - 4. Status of project (Design, Construction, Substantial Completion, Complete)
  - 5. Scope (Type of Professional Service provided)

NOTE: Representative photographs and exhibits supporting the above projects are permitted as an attachment to this section. (limit five pages).

## **6. CHAPTER 6 - APPROACH TO PROJECT MANAGEMENT**

- A. Provide a detailed narrative description of the proposed approach and methodology for engaging with CRA representatives while in the course of performing the duties.
- B. Describe in detail Proposer's approach to the design of projects.
- C. Narrative that demonstrates working knowledge and understanding of the Professional Services requirements in this RFQ.
- D. Details of how work under a Work Assignment will be implemented and services provided.
- E. Specify the location(s), including the complete physical address, where the work will be performed, including work performed by subcontractors, if applicable.
- F. Proposer shall thoroughly explain:
  - 1. Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision.
  - 2. Primary method for attending meetings and how much advance notice is required.
  - 3. How the Proposer physically plans on attending pre-schedule meetings.
  - 4. How the Proposer plans on ensuring accessibility and availability during the term of the Agreement.

## **7. CHAPTER 7 - ORGANIZATIONAL STRUCTURE**

- A. Submit details of Proposer's staffing resources, at the location that will provide services to the CRA as well as corporately; by discipline and the number of personnel within each discipline.
- B. If Proposer's staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. If more than one firm is listed for a discipline, then label which firm is the primary firm for that discipline. Firms may perform more than one discipline.
- C. Submit an organizational diagram clearly identifying key personnel as well as other staffing resources who are designated to provide services to the CRA. For each individual in the organization diagram, include each individual's name, title, firm and indicate their functional relationship to each other.
- D. Provide a written response clearly defining responsibilities, contractual relationships and roles of all individual in the organizational diagram.
- E. Provide a narrative detailing Proposer's recent, current, and projected workload at the time of submission and provide a statement of Proposer's commitment of personnel and other resources for the CRA project by providing a signed letter of commitment.  
Provide a narrative detailing all key personnel's recent, current and projected workloads at the time of submission and provide a statement of the availability of each for the CRA's project.

**8. CHAPTER 8 – REQUIRED FORMS**

[Remainder of page intentionally left blank]

**FORM A - PROPOSAL SUBMITTAL SIGNATURE PAGE**

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the CRA, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

---

Street Address:

---

Mailing Address (if different from Street Address):

---

Telephone Number(s):

---

Fax Number(s):

---

Email Address:

---

Federal Identification Number:

---

Acknowledged by:

---

Firm Name

---

Signature

Date

---

Printed Name and Title

By signing this document, the Proposer agrees to all terms and conditions of this RFQ which includes the Sample Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CRA MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

**FORM A (CONT'D) - SIGNATURE AUTHORITY**

Indicate below Proposer's type of organization and provide the required documentation as applicable to demonstrate that the executor of Proposer's Proposal is duly authorized to execute on behalf of, and as the official act of, Proposer.

<b>Select</b>	<b>Type of Organization</b>	<b>Officer Who Signed Proposal Submittal Signature Page</b>	<b>Required Authorizing Documentation</b>
<input type="checkbox"/>	Corporation	President, Vice President, or Chief Executive Officer	None
<input type="checkbox"/>	Corporation	Director, Manager, or other title	Corporate resolution
<input type="checkbox"/>	Limited Liability Company (LLC) – Member-Managed	Member	Articles of Organization or Operating Agreement
<input type="checkbox"/>	Limited Liability Company (LLC) – Manager-Managed	Manager	Articles of Organization or Operating Agreement
<input type="checkbox"/>	Limited Partnership	General Partner	Document demonstrating the legal authority to bind the Limited Partnership
<input type="checkbox"/>	Partnership	Partner	None
<input type="checkbox"/>		CEO, Director, Manager or other title	Authorizing documentation
<input type="checkbox"/>	Individual	Individual	None

Documentation is not required.

The required authorizing documentation is included with Proposal.

**FORM B - PUBLIC ENTITY CRIMES  
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

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

Acknowledged by:

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

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name and Title

**FORM C - DRUG-FREE WORKPLACE**

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

Acknowledged by:

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date



**FORM D - CONFLICT OF INTEREST DISCLOSURE**

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the CRA.

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

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

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

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

- To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.
  
- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

---

Firm Name

---

Signature

---

Name and Title (Print or Type)

---

Date

**FORM E - ACKNOWLEDGEMENT OF ADDENDA**

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

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**PART I:**

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

Addendum #9, Dated \_\_\_\_\_

Addendum #10, Dated \_\_\_\_\_

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**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

**9. CHAPTER 9 – EVIDENCE OF INSURANCE**

Certificate of current insurances showing coverage, forms, limits. NOTE: Actual insurance certificates will be required from successful Proposer upon award.

[Remainder of page intentionally left blank]

## SECTION 4: INSTRUCTIONS

### A. AUTHORIZATION TO BIND PROPOSER

Each proposal must be signed by a representative of Proposer who is legally authorized to bind the Proposer (See Form A, Signature Authority). Each proposal shall remain valid format least one hundred and fifty (150) days after the Due Date.

### B. PROPOSAL FORMAT

Each proposal shall include all the requested information and documentation. Proposals shall be organized in chapters, as indicated in the table below. Proposals should be on 8-1/2x11 paper, with the exception of drawings, plans, renderings and other specialized documents). All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a complete response on the form, the response may be continued on an additional separate page immediately following the form. The additional separate pages must identify the form it represents (e.g., Form A - Proposal Submittal Signature Page cont'd) and shall be consecutively numbered. If a form is provided and additional copies of the form are needed, the form may be copied by the Proposer. The copied pages shall be consecutively numbered.

Proposals in response to this RFQ should contain all of the forms, documentation, and information requested in Section 3. In instances where a response is not required, or a question is not applicable to the proposal, a response such as “no response required” or “not applicable” should be provided.

Cover or First Page	Indicate Discipline(s) (Architectural Services or Landscape Architectural Services, or Both)
Chapter 1	Letter of Intent
Chapter 2	Proposers Information
Chapter 3	Minimum Qualifications Requirements
Chapter 4	Experience, Background, Reference Feedback
Chapter 5	Project for Similar Services
Chapter 6	Approach to Project Management
Chapter 7	Organizational Structure
Chapter 8	Required Forms - Proposal Submittal Signature Page, Public Entity Form, Drug Free Workplace Form, Conflict of Interest Form, Acknowledgement of Addenda Form
Chapter 9	Evidence of Insurance: Certificate of current insurances showing coverage, forms, limits. NOTE: Actual insurance certificates will be required from successful Proposer upon award.

## RESPONSE CHECKLIST

A responsive Proposer means a Proposer that has submitted a proposal that conforms in all material respects to the requirements in the RFQ. The CRA will determine whether each Proposer correctly submitted all of the necessary forms and documents. The purpose of this checklist is to assist Proposers in completing their Proposals and ensuring that all required forms and information is submitted. Do not include checklist with your Proposal submittal.

Indicate Discipline(s) on the Cover Sheet or First Page:

- Architectural Services OR
- Landscape Architectural Services OR
- Both

Letter of Intent

Proposer's Information

Minimum Qualifications Documentation

Experience, Background, Reference Feedback

Projects for Similar Services

Approach to Project Management

Organizational Structure

Proposal Submittal Signature Page

Public Entity Crimes Form

Drug Free Workplace Form

Conflict of Interest Form

Acknowledgement of Addenda Form

Evidence of Insurances

**APPENDIX A  
SAMPLE AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE  
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY AND**

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THIS AGREEMENT ("Amendment") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, an entity created pursuant to Chapter 163, Part III, Florida Statutes, (hereinafter referred to as the "CRA"), and \_\_\_\_\_ a Florida corporation (hereinafter referred to as the "ARCHITECT").

**WITNESSETH:**

**WHEREAS**, the CRA is desirous of retaining an architectural firm to provide professional architectural services on an as needed basis by the CRA,

**WHEREAS**, the parties are desirous of providing within the terms of this Agreement the flexibility for additional specific projects to be undertaken by the ARCHITECT at the direction of the CRA.

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

1. The Scope of Work is for General Consulting Service and other architectural services which address architectural projects as they present themselves during the agreement period.

The CRA anticipates that they may be in need of architectural services related to community redevelopment and implementation of the Community Redevelopment Plan during the term of this Agreement. The professional general consulting architectural services provided throughout the term of this Agreement are needed in support of the community redevelopment effort, including, but not limited to providing planning, design, construction documents, bidding, permitting, and construction administration services for various improvements on a continuing contract basis for projects in the Downtown Delray Beach Master Plan, West Atlantic Avenue Redevelopment Plan, the City of Delray Beach Community Redevelopment Plan, and the Southwest Area Neighborhood Redevelopment Plan for which construction costs generally do not exceed \$2,000,000.00; and study activity when the fee for such professional service does not exceed \$200,000, pursuant to Florida Statute Section 287.055 (Consultants' Competitive Negotiation Act).

At this point and time, the level of work effort on any and all of the reference projects has not been determined. No assurance is given that any of the projects will materialize during the term of this Agreement and that the CRA specifically reserves the right to award any or all of said projects to its other general consultant or to other architectural firms pursuant to the Florida Statutes Consultants Competitive Negotiations Act and applicable procurement resolutions of the CRA.

The following definitions and general conditions shall apply to this AGREEMENT and subsequent addendum:

A. THE SCOPE OF WORK may be implemented in phases as set forth by this Agreement and by WORK ASSIGNMENTS, which are attached hereto and made a part hereof, and as also may be added as approved by the CRA from time to time.

B. A WORK ASSIGNMENT is a form to be used to authorize work, projects, and services. The form shall be executed by the CRA's and ARCHITECT's representatives. A CRA project tracking name or number shall be identified on the form. A sample form of the service authorization is attached as **Exhibit "B"** to this AGREEMENT. The projects, works, and services to be performed by the ARCHITECT, and time for completion of the particular phase of the work by ARCHITECT, shall be authorized by a WORK ASSIGNMENT. The WORK ASSIGNMENT shall include the scope of work to be performed; the budget cost, complete with an itemization of man-hours, wage rates, reimbursable expenses, and other related costs; schedule for completion and name of project manager. The ARCHITECT agrees not to bill the CRA for meetings required to negotiate or finalize the WORK ASSIGNMENT. The WORK ASSIGNMENT shall be approved by the CRA Board, and signed by the CRA's authorized representative and the ARCHITECT's authorized representative.

C. PHASES: A phased approach may be utilized. The CRA and the ARCHITECT shall have the right to negotiate the terms of each phase as contained within each WORK ASSIGNMENT, and to reject any work assignment, if the parties cannot agree to the terms of the service authorization. The ARCHITECT agrees not to bill the CRA for meetings required to negotiate or finalize the scope of work within each phase. In the event the parties cannot agree, the CRA may select the next proposer or seek additional proposals in order to complete the subsequent phase(s) of the project. This phased approach shall not waive the CRA's right to terminate the ARCHITECT's contract during any phase of the project.

2. The term of this Agreement shall be for a period of three (3) years commencing \_\_\_\_\_, 2018. The CRA reserves the right to renew this Agreement for two (2) additional one (1) year terms, by providing the ARCHITECT with written notice of CRA's election to do so, prior to the expiration of the then current term. Notwithstanding the foregoing, either party may cancel this Agreement, at any time, upon thirty (30) days advance written notice.

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

A. The relationship of the ARCHITECT to the CRA will be that of a professional CONSULTANT, and the CONSULTANT will provide the professional and technical

services required under this AGREEMENT in accordance with acceptable professional practices and ethical standards. No employer/employee relationships shall be deemed to be established and the CONSULTANT, its agents, subcontractors, and employees shall be independent contractors at all times.

- B. Professional and Technical Services. It shall be the responsibility of the ARCHITECT to work with the CRA and apprise the CRA of solutions to problems and the approach or technique to be used towards accomplishment of the CRA's objectives as set forth in WORK ASSIGNMENTS, which will be made a part of this AGREEMENT upon execution by both parties.
- C. The scope of services to be provided shall be covered in detail in WORK ASSIGNMENTS.
- D. The CRA has established a budget for each project awarded to ARCHITECT. The ARCHITECT shall be responsible for providing, at no additional cost to the CRA, new designs, drawings, specifications, reports and other applicable services so long as the CRA's cost for architectural services for the project do not exceed five percent (5%) of the architectural services budget for the project. If the budget for the architectural services for the entire project is exceeded by more than five percent (5%), during and up to completion of the design phase of the project, the ARCHITECT and the CRA shall enter into a written amendment to the Agreement to provide for the additional costs. Nothing contained herein shall require the ARCHITECT to bear additional costs which are a result of a change in the scope of services directed by the CRA, delays in proceeding with the construction schedule, or other matters reasonably beyond ARCHITECT's control. The ARCHITECT shall utilize its best efforts to design the project to meet the approved budget.
- E. The ARCHITECT shall be responsible for the professional quality, technical accuracy, timely completion, compliance with regulations and rules, and the coordination with all appropriate agencies of all designs, drawings, specifications, reports and other services furnished by the ARCHITECT under this AGREEMENT. If the CRA determines that within industry standards there are any errors, omissions or other deficiencies not caused by sources outside of the ARCHITECT's control in the ARCHITECT's designs, drawings, specifications, reports and other such services within the scope of services for said projects, the ARCHITECT shall, without additional compensation, correct or revise said errors or omissions.
- F. Approval by the CRA of drawings, designs, specifications, reports and incidental professional services or materials furnished hereunder shall not in any way relieve the ARCHITECT of responsibility for the technical adequacy of its work. The CRA's review, approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT.
- G. The ARCHITECT shall attend all meetings, as specified or as defined under Paragraph 1 above and/or each work assignment of the CRA Board or any other City Board, or other agency, where the project is discussed, unless the CRA's Executive Director or designee declares such attendance and participation is not necessary. In addition, the ARCHITECT shall attend all additional meetings as may



be required to facilitate the project.

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

- A. The CRA agrees to pay the ARCHITECT for all services rendered based upon the established hourly rate including overhead and profit as shown in **Exhibit "A"**. The rates listed in **Exhibit "A"** will be effective during the initial three-year term of this Agreement. The rates will be revised annually thereafter and modified upon approval of the CRA. Additionally, the CRA shall pay the ARCHITECT such other direct out-of-pocket expenses as the ARCHITECT shall incur for photocopy charges, material production charges, long distance telephone and other similar charges.
- B. For each WORK ASSIGNMENT, other than general consulting services, a budget cost ceiling for the professional services will be established by the parties. Compensation to the ARCHITECT shall not exceed the budget cost ceiling for the work assignment without prior authorization from the CRA by written amendment to the work assignment.
- C. Payment shall be monthly in accordance with invoices for actual charges incurred during the preceding month.

5. The parties hereby agree to negotiate specific case-by-case addenda to this Agreement in order to provide the scope of specific services for individual projects through the WORK ASSIGNMENTS the ARCHITECT is directed to perform by the CRA. Such specific projects shall be other than of a general consulting nature. In the event of a specific project, the CRA reserves the right to request compensation for such specific projects to be negotiated on either a lump sum method, cost plus fixed fee method, or salary cost times multiplier method.

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

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

A. Worker's Compensation Insurance to apply to all of the ARCHITECT's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.

Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.

B. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06 (Engineers, Architects, or Surveyors Professional Liability exclusion), as Filed by the Insurance Services Office, shall be in effect for three (3) years following the expiration or termination of this Agreement, and must include:

1. Premises and/or Operations
2. Independent ARCHITECTS
3. Products and Completed Operations- ARCHITECTS shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage.
4. Broad Form Property Damage
5. Contractual Coverage applicable to this specific AGREEMENT
6. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.

C. Business Automobile Liability with minimum limits of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

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

D. Professional Liability Insurance with minimum limits per occurrence applicable to CRA projects as follows:

<u>Construction Cost Range</u>	<u>Limit</u>
1. 0 - 99,000	\$ 250,000

2.	100,000 - 299,000	500,000
3.	300,000 - 499,000	750,000
4.	500,000 – Above	1,000,000

Coverage shall be afforded on a form acceptable to the CRA. ARCHITECT shall maintain such professional liability insurance until at least three (3) years after a Certificate of Occupancy is issued. ARCHITECT shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

E. Prior to commencement of services, the ARCHITECT shall provide to the CRA Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs 7A, 7B, 7C, and 7D. All policies covered within subparagraphs 7A, 7B, 7C, and 7D, shall be endorsed to provide the CRA with thirty (30) days' notice of cancellation and/or restriction. The CRA shall be named as an additional insured as to ARCHITECT's liability on policies referenced in this Section. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement and section and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this Agreement. The ARCHITECT shall also make available to the CRA a certified copy of the professional liability insurance policy required by paragraph 7D above for the CRA's review. Upon request, the ARCHITECT shall provide copies of all other insurance policies.

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

G. The ARCHITECT's insurance shall apply on a primary basis.

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

8. Indemnification. The ARCHITECT shall indemnify and hold harmless the CRA, its officers, directors, and employees, from or on account of all liabilities, damages, losses and costs at trial and appellate levels, sustained by any person or persons, to the extent actually caused by the negligence, recklessness, or intentional wrongful misconduct of the ARCHITECT and any persons employed or utilized by the ARCHITECT in the performance of the services pursuant to this Agreement, and any associated Work Authorization (excluding the actual or alleged negligence, or actions based upon the willful, wanton or intentional misconduct of the CRA or its officers, directors, agents or employees, as well as other exclusions provided by F.S. 725.06(1)(c)). The ARCHITECT agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the ARCHITECT, his subcontractors, agents, servants or employees. ARCHITECT further agrees to indemnify and save harmless the CRA from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the CRA on account of any claims, fees, royalties, or costs for any invention or patent, and

from any and all suits and actions that may be brought against the CRA for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

9. **Public Entity Crimes:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as an ARCHITECT, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (Currently \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

10. **CERTIFICATION AND SCRUTINIZED COMPANY REQUIREMENTS:** The CRA shall have the option to terminate this agreement/contract if ARCHITECT:

- A. Is found to have submitted a false certification as provided under section 287.135 (5) Florida Statutes;
- B. Has been placed on the Scrutinized Companies that Boycott Israel List;
- C. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- D. Has been engaged in business operations in Cuba or Syria.

11. **PATRIOT ACT REQUIREMENTS:** Each party shall take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administered by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network, or any other laws, regulations, executive orders or government programs designed to combat terrorism or money laundering, if applicable, with respect to the agreement/contract. Each party represents and warrants to the other party that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this agreement/contract.

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

13. **NOTICES:** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified mail, addressed to the party for whom it is intended

at the place last specified or by facsimile transfer with confirmation thereof. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective place for giving of notice, to-wit:

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

Copy to: David N. Tolces, Esq.  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Blvd., Suite 200  
Fort Lauderdale, FL 33308  
Telephone: (561) 276-9400  
Facsimile: (954) 771-4923

For ARCHITECT: \_\_\_\_\_  
\_\_\_\_\_

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

15. **WARRANTY.** ARCHITECT warrants that its services are to be performed within the limits prescribed by the CRA with the usual thoroughness and in conformance with all applicable professional architectural standards.

16. **MISCELLANEOUS**

- A. **Attorney's Fees:** In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs and paralegal fees at both the trial and appellate levels, to the extent permitted by law.
- B. **Law Governing:** This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.
- C. **Venue for litigation concerning this Agreement shall be in Palm Beach County, Florida.**

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

17. ACCEPTANCE OF AGREEMENT: Execution of this Agreement by both parties signifies agreement with all the terms and conditions and serves as a notice to proceed.

SAMPLE

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

WITNESSES:

DELRAY BEACH COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_  
Print Name

BY:

\_\_\_\_\_  
Signature

SHELLY PETROLIA, CHAIR

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

ATTEST:

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

STATE OF FLORIDA )

)SS:

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ (name of officer or agent, title of officer or agent), of \_\_\_\_\_ (name of corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
My Commission expires:

NOTARY PUBLIC

\_\_\_\_\_

Print Name

**ARCHITECT:**

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
BY:

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

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

\_\_\_\_\_  
STATE OF FLORIDA )

)SS:

\_\_\_\_\_  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ (name of officer or agent, title of officer or agent), of \_\_\_\_\_ (name of corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:



**EXHIBIT "A"  
FOR HOURLY SERVICES**

June 2018

<EXAMPLE>

<u>Staff Title</u>	<u>Hourly Rate</u>
Principal ARCHITECT	\$xxx
ARCHITECT	\$xxx
Project Manager	\$xxx
CADD Op I	\$ xxx
Clerical	\$ xxx

**Copies**

Black & White (24" x 36")

Color (24" x 36")

Black & White (8½" x 11" & 11" x 17")  
(\* )

Color (8 ½" x 11" & 11" x 17")

\_\_\_\_\_

\_\_\_\_\_

\$ no charge

\$ no charge (\*)

**Note:** (\*) Incidental in house 8½" and 11" copies will not be charged. Large orders will be sent to outside copy center and cost charged as a direct reimbursable expense to Client.

**No Mileage Will be Charged on Any Project**

**EXHIBIT "B" (SAMPLE)  
CONSULTING WORK ASSIGNMENT**

**WORK ASSIGNMENT  
BETWEEN**

**THE DELRAY BEACH  
COMMUNITY REDEVELOPMENT AGENCY**

**AND**

**CONSULTANT NAME**

This Consulting Work Assignment is entered into this \_\_\_ day of \_\_\_, 201\_, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, hereinafter referred to as "CRA" and **CONSULTANT NAME** hereinafter referred to as "CONSULTANT".

**WITNESSETH:**

WHEREAS, the CRA and the CONSULTANT previously entered into an Agreement for Professional Contracting Services dated \_\_\_\_\_, 201\_, the "Original Agreement"); and

WHEREAS, the CRA and the CONSULTANT are authorized to enter into Work Assignments in order to provide for additional services to be provided by the CONSULTANT for the CRA, pursuant to the Original Agreement; and

WHEREAS, the CRA and the CONSULTANT desire to enter into this Work Assignment in order to provide for the CONSULTANT to provide additional services pursuant to the Original Agreement, except a modified herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the CRA and the CONSULTANT agree as follows:

1. The "WHEREAS" clauses recited above are hereby incorporated herein by reference.
2. The CRA authorizes the CONSULTANT to perform additional services as provided in this Work Assignment for the following CRA Project:

**NAME OF PROJECT**

3. The Scope of Services for the Project, as provided in the Original Agreement, is hereby amended in order to authorize the CONSULTANT to provide the Scope of Services as described on **Exhibit "A"**, to this Work Assignment, which is attached hereto and incorporated herein by reference.

4. The Budget for the Project as stated in the Original Agreement is hereby amended to reflect the adjustments indicated on **Exhibit "A"**, to this Work Assignment, which is attached hereto and incorporated herein by reference.

5. The Completion Date for the Project as stated in the Original Agreement is hereby amended to provide for the CONSULTANT to complete the Scope of Services described in **Exhibit "A"** to this Work Assignment, which is attached hereto and incorporated herein by reference, no later than \_\_\_ days (exclusive of construction) after the CRA executes this Work

Assignment, with extensions as approved by the CRA. after the CRA executes this Work Assignment.

6. This Work Assignment is approved contingent upon the CRA's acceptance of and satisfaction with the completion of the services rendered in the previous phase or as encompassed in the Original Agreement, as may have been amended by any prior Work Assignments entered into between the CRA and the CONTRACTOR. If the CRA, in its sole discretion, is unsatisfied with the services provided in the previous phase, or prior Work Assignment, the CRA may terminate the Original Agreement without incurring any further liability.

7. The CONSULTANT may not commence work on any Work Assignment, including this Work Assignment, approved by the CRA, without a further notice to proceed issued in writing by the CRA Executive Director, or her authorized representative.

8. The Original Agreement, as may have been modified by prior Work Assignments, and except as modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Work Assignment as of the day and year indicated above.

**DELRAY BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

ATTEST:

By: \_\_\_\_\_  
Jeff Costello, Executive Director

BY: \_\_\_\_\_  
Shelly Petrolia, Chair

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_, by \_\_\_\_\_, Chairman of the Delray Beach Community Redevelopment Agency who is personally known to me or has/have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
Print Name

**CONSULTANT:**

BY: \_\_\_\_\_  
(Signature)

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

Attest:

\_\_\_\_\_  
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA )

)ss:

COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ named in the foregoing agreement and that he/she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him/her by said \_\_\_\_\_ and that the Corporate seal affixed thereto is the true corporate seal of said Corporation.

Witness my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

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

\_\_\_\_\_  
Printed Name

My Commission Expires:

SAMPLE

**EXHIBIT "A"**

**"NAME OF PROJECT"**

**I. PROJECT DESCRIPTION**

- 1.1 The project is located in Delray Beach, Florida .....
- 1.2 Additional Professionals working on the project under contract to the CONSULTANT include:

**II. SCOPE OF SERVICES**

**PART I –Design Development**

**PART II – Construction Documents**

**PART III – Permitting**

**PART IV - Bidding Assistance and Construction Services**

**PART V – Additional Services**

**III. BUDGET**

**IV. COMPLETION DATE**