



DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

**ADDENDUM NO. 1
TO
INVITATION TO BID NO. CRA 2025-02
CONSTRUCTION OF EXTERIOR IMPROVEMENTS FOR THE CRA-OWNED COMMERCIAL
BUILDING LOCATED AT 102 NW 5th AVENUE**

APRIL 10, 2025

TO ALL PROPOSERS AND OTHERS CONCERNED

The Delray Beach Community Redevelopment Agency ("CRA") has heretofore published an Invitation to Bid ("ITB") dated March 10, 2025, with respect to its intent to receive and consider Bids from qualified Bidders to construct exterior improvements for a CRA-owned commercial building located at 102 NW 5th Avenue, Delray Beach, Florida, 33444, ("Project").

The intent of this Addendum is to address questions and/or errors, and to clarify other aspects of the ITB. Bidders submitting Bids for the above-referenced ITB shall take note of the following changes, additions, deletions clarifications, etc., which shall become a part of and have precedence over anything shown or described otherwise.

MODIFICATION:

1. Section 1. General Terms and Conditions, Paragraph 5. Change of Bid, shall now read as follows:

Prior to 12:00PM EST on Thursday, April 17, 2025, a Bidder may change its previously submitted Bid by submitting a new Bid with a written letter on the Bidder's letterhead, signed by an authorized agent of the Bidder, duly notarized, and submitted to the CRA Office located at 20 N Swinton Avenue, Delray Beach, Florida, 33444, stating that the new Bid submittal replaces the original Bid submittal. The new Bid submittal shall contain the letter and all information as required for submitting a Bid. No oral modifications to a submitted Bid will be allowed. Modifications shall not be allowed after the aforementioned stated date and time.

2. Section 1. General Terms and Conditions, Paragraph 10. Cancellation of Bid Solicitation, shall now read as follows:

The CRA reserves the right to cancel, in whole or in part, this ITB at any time when it is in the best interest of the CRA which shall be determined at the sole and absolute discretion of the CRA.

3. Section 1. General Terms and Conditions, Paragraph 11. Award of Contract, Subparagraph b., shall now read as follows:

The CRA reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unacceptable, or it is otherwise determined to be in the CRA's best interest to do so.

4. Section 1. General Terms and Conditions, Paragraph 17. Bid Protest, shall now read as follows:

A Bidder that has submitted a response to this ITB and is adversely affected by the decision to award, may file a formal written protest through filing a type-written protest with the CRA office. The Bidder shall file its type-written protest with the CRA, hand delivered to the CRA Executive Director, at 20 N Swinton Avenue, Delray Beach, Florida, 33444, Monday through Friday, between the hours of 8:00 AM EST and 5:00 PM EST, excluding legal holidays. Bid Protests shall not be accepted through email. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and number of the solicitation. Additionally, the protest shall be signed by an authorized agent of the Bidder and notarized. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the CRA. The protest shall be limited to 15 type-written pages. A written protest shall not challenge the specifications, scope of work, relative weight of evaluation criteria, a formula for assigning points, any request for additional information from Bidders, to reject insufficient and unclear Bids, ranking of Bids, to negotiate a contract, to abandon negotiations, and to approve a contract.

The written protest must be received within three (3) business days from the time of initial posting of the intended award. Notice of Intent to Award shall be posted on the CRA's website, www.delraycra.org, and on BidSync, www.bidsync.com. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Bidder of all rights of protest.

The letter of protest shall be accompanied by a non-refundable protest application fee in an amount equal to one percent (1%) of the protestor's Bid or five thousand dollars (\$5,000), whichever is less. The protest application fee must be a cashier's check, a certified check, or an attorney's trust account check made payable to the Delray Beach Community Redevelopment Agency. Failure to provide the required protest application fee shall deem the protest as incomplete and invalid.

The CRA's consideration of a timely written protest shall not necessarily stay the award process, as may be in the best interest of the CRA. The CRA Executive Director may render moot any written protest that is overtaken by events, in which case the CRA Executive Director may abate or dismiss such protest. Within ten (10) business days (excluding Saturdays, Sundays, legal holidays, and City observed holidays) of receipt of the formal written protest, the Assistant Director and CRA Legal Advisor/CRA Legal Counsel shall attempt to settle or resolve the dispute, at the Assistant Director and the CRA Legal Advisor/CRA Legal Counsel's sole discretion. A decision will be rendered in writing and shall: (1) state the reasons for the action taken; and (2) inform the protestor of its right to appeal as provided herein. A copy of the decision of the Assistant Director and the CRA Legal Advisor/CRA Legal Counsel shall be mailed or otherwise furnished immediately to the protestor.

The protesting party may appeal the decision of the Assistant Director and the CRA Legal Advisor/CRA Legal Counsel, by submitting the appeal to the CRA Executive Director within seven (7) days (excluding Saturdays, Sundays, legal holidays and CRA-observed

holidays) from the date of the written decision. The appeal shall be in writing and shall state with specificity the grounds therefore and also the action requested of the CRA Executive Director. The CRA Executive Director shall attempt to settle or resolve the matter at his/her sole option. The CRA Executive Director shall render a decision, in writing, within 10 days (excluding Saturdays, Sundays, legal holidays and City observed holidays) following receipt of the appeal.

A decision of the CRA Executive Director under this section shall be final and conclusive on the protester.

Timely submittal of a protest or appeal is required. Failure of a party to submit timely a written protest to the CRA within the time provided in this section shall constitute a waiver of such party's right to protest pursuant to this section.

Any and all costs incurred by a protesting party in connection with a protest pursuant to this section shall be the sole responsibility of the protesting party.

CLARIFICATIONS:

1. Please disregard the conceptual rendering signs on the exterior of the building. The required Scope of Work is contained within the ITB documents.
2. All exterior elements will need to match the current existing appearance of the building:
 - a. Stucco texture will need to match current texture.
 - b. Paint color for exterior walls, trim, and plaque-style tenant signage needs to match current paint colors.
 - i. For exterior paint please refer to specification section 099000 Exterior Paints and Coatings on A0.5
 - ii. Tenant names will not need to be painted onto the new plaque-style tenant signs.
 - c. All window replacements need to be hurricane impact rated windows and will need to match current window style.
 - i. Current window clings will not need to be replaced by the selected Contractor.
 - ii. Windows shall include the glass blocks. Glass blocks will need to be replaced with hurricane impact rated glass blocks in the same style.

QUESTIONS:

1. **How do we secure plans for the Project?**

There are currently no plans or drawings for the Scope of Work required for this Project.

2. **Can you please provide a sample Performance and Payment Bond.**

A sample Performance and Payment Bond is attached to this Addendum No. 1.

3. **What is the budget for this Project?**

The budget for this Project has not been finalized at this time.

4. Is it required to relocate any exposed electrical conduit within the wall, or will using outdoor-rated (weatherproof, sunproof) conduit be acceptable?

Outdoor rated conduit will be acceptable if using such conduit is accepted per City of Delray Beach and Florida Building Codes and Ordinances. All electrical components, including lighting, will need to be brought up to current Delray Beach and Florida Building Codes and Ordinances.

5. Are signed and sealed drawings required for this scope of work? If so, is the contractor responsible for providing them?

Whatever drawings are needed by the City of Delray Beach for any required applications and permits will need to be provided by the selected Contractor.

6. For permitting and inspections, who will be responsible for preparing and submitting the necessary construction drawings?

The selected Contractor will be responsible for preparing and submitting all necessary construction drawings, applications, etc. to the City of Delray Beach to obtain any necessary approvals and permit(s). The selected Contractor will be responsible for scheduling all necessary inspections with the City of Delray Beach and providing to the Delray Beach Community Redevelopment Agency all documentation showing passed inspections.

7. The existing wall framing, door headers, and jambs are wood. Could you please provide any structural requirements, design details, or specifications for properly installing hurricane impact-rated doors in this wood-framed construction?

Current and/or previous design and construction drawings are not available at this time. CRA staff has reached out to the City of Delray Beach to see if there are any plans on file.

All necessary design, structural, and construction details needed for the installation of windows, glass blocks, doors, etc. will need to be finalized by the selected Contractor. Any wood, wood framing, etc. that needs to be replaced and/or repaired will need to be addressed by the selected Contractor, per the Scope of Work in the ITB.

8. There is a 4" concrete step at the entrance of Shops #102 and #104, which appears to be non-compliant with ADA requirements. Are we expected to include accessibility upgrades in our scope to bring this area into compliance?

That work is not a part of the required Scope of Work at this time.

9. Some sections of fascia appear to be damaged. Should we include fascia repair in our scope?

Yes. Please include repairs to fascia replacement and/or repair as part of the Scope of Work.

Attachment:

Sample Performance and Payment Bond

SAMPLE SURETY PERFORMANCE AND PAYMENT BOND

Bond No _____

By this Bond, We _____, as Principal, whose principal business address and phone number are _____, as Contractor under the contract dated _____, 20____. Between Principal and the Delray Beach Community Redevelopment Agency, whose principal address and phone number are _____ for the construction of:

**ITBC NO.: XX-XXXX
TITLE
PROJECT NO.: XX-XX**

(hereinafter referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, as Surety, whose principal business address and telephone number are _____ the sum of (U.S. dollars) \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that Principal:

1. Performs, all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract and
3. Pays Delray Beach CRA all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that Delray Beach CRA sustains because of a default by Principal under the Contract, including but not Limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Contract.

then this bond is void; otherwise, it remains in full force.

In the event that Principal **shall** fail to comply fully with, carry out and perform the terms and conditions of the Contract the Surety, following receipt of a written demand by the Obligee to correct Principal's default(s), and having failed to correct such default (s) within a reasonable time , **shall** be deemed to be in default fifteen (15) days after receipt of an additional written demand by the Obligee

to correct the Principal's default, and the Obligee **shall** be entitled to enforce any remedy against Surety available to the Obligee including, but not limited to recovery of damages for the Surety's delay.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty **shall** be deemed to be a period of one (1) year from the date of final acceptance by the Delray Beach CRA. This Bond does not limit the Delray Beach CRA 's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3) include Florida Statutes.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05 (2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20____.

CONTRACTOR: _____
(Contractor Name)

WITNESS: _____ BY: _____
(President, Managing Partner, or Joint Venturer)

(SEAL)

SURETY: _____

FLORIDA AGENT OF SURETY: _____

(Copy of Agent's current Identification Card as issued by State of Florida Insurance Commissioner must be attached)

WITNESS: _____ BY: _____
(Attorney-in-Fact)

(CORPORATE SEAL)