

WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY

Monday February 13, 2023 Board Meeting

1280 N. Congress Ave. Suite 215

West Palm Beach FL 33409

**NOTE: Agenda Summary (Pages 3 - 5)
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- I. CALL TO ORDER / ROLL CALL**
- II. AGENDA APPROVAL**
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 - 2. Adoption of Agenda**
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B. Committee Reports and Board Comments

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4. **Real Estate – Chair, Mr. Kirby**
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8. **Correspondences**

IX. ADJOURNMENT

ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE BOARD WILL BE BARRED FROM FURTHER AUDIENCE BEFORE THE BOARD BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE BOARD AS GRANTED BY A MAJORITY VOTE OF THE BOARD MEMBERS PRESENT.

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, HE WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE HE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ON JUNE 7, 1994, THE BOARD OF COUNTY COMMISSIONERS APPROVED RESOLUTION NO. 94-693, KNOWN AS THE CODE OF ETHICS. UNDER SECTION 11, IT IS REQUIRED THAT PAID AND UNPAID LOBBYISTS REGISTER. PLEASE REFER TO SECTIONS 11.01 AND 11.02 IN THE CODE OF ETHICS FOR REGISTRATION SPECIFICS. FOR YOUR USE, REGISTRATION FORMS ARE AVAILABLE FROM THE CRA'S ADMINISTRATIVE ASSISTANT.

AGENDA ITEMS
Westgate/Belvedere Homes CRA Board Meeting
In Person and Via Zoom
February 13, 2023

REGULAR AGENDA

1. Request of a Three-Month Extension for the Danza Group Option Agreement

A. Background and Summary: The CRA Board executed an Agreement with the Danza Group on February 24, 2021. The Agreement provided that the Group had one year from the date of the execution of the Agreement to exercise the option to acquire the properties from the CRA. This Option Period will expire on February 24, 2022 and was extended for another year to February 24, 2023.

Prior to the expiration of the Option Period, Danza needs to demonstrate to the reasonable satisfaction of the WCRA, first, that the Group has cash on hand sufficient to acquire and redevelop the property substantially as set forth in the Agreement and second, that the Group has obtained from Palm Beach County and other applicable land development regulators approvals which allows Danza to develop the project detailed in the Option Agreement.

In 2022, Danza had indicated that they met the first condition. The Group applied to Palm Beach County for land development entitlement last year. The application is for a mixed-use 46-unit multifamily dwelling and 12,500 sf of commercial space. The application has gone through several steps of the approval process. The consultant believes that they will receive their approval in another two months. He believes that a three-month extension to May 24, 2023, will give them enough time to receive the entitlements required by the Option Agreement.

B. Recommendation: Staff recommends that the Board approve a three-month extension of the Option Period and the Option Agreement with the Danza Group.

2. Approval and Authorization to Advertise RFP for Westgate and Cherokee Properties

A. Background and Summary: The Westgate/Belvedere Homes CRA is requesting development proposals from interested parties for the redevelopment of a site consisting of three (3) parcels of land owned by the CRA and two (2) parcels of land which are

privately owned. The sale of the CRA properties is being offered as an entire set. The Proposers are encouraged to negotiate with the owners of the adjacent lands.

The CRA-owned lands (Lots C1-C3) total approximately 0.65 acres and are located within the western portion of Block 34 as indicated in attached Exhibit A. Lots N1 & N2, totaling approximately 0.33 acres, are not owned by the Westgate CRA, but are deemed essential to the redevelopment of this block. The CRA may purchase more properties before the submission deadline of the RFP. The CRA is seeking proposals that will ensure contiguous development.

The factors that the CRA will use in evaluating proposals include, but are not limited to, the following:

1. The qualifications (previous experience and capabilities) and financial capacities of the Proposer as they would indicate its ability to complete the project. Public/private partnership is encouraged.
2. The prospects for market and financial feasibility of the proposed project.
3. The level of commitment of financing sources.
4. The potential tax revenues generated by the project.
5. The number of quality, workforce housing units that will be provided.
6. The extent to which the project includes an outreach to the surrounding neighborhood in terms of small business development and employment opportunities.
7. The number of parking spaces created and their availability for public use.
8. The extent to which the mix of the proposed land uses supports the other land uses in the commercial corridor within the redevelopment area.
9. The quality of site planning and building design proposed for the project.
10. Use of minority/women owned businesses as subcontractors or minority/women controlled partnerships in the development process.

The following is a proposed schedule for the issuance of the RFP:

RFP Issuance Date: February 23, 2023

RFP Response Deadline: March 23, 2023

Review, rank, and selection of top respondents by
Review Committee no later than:

April 3, 2023

Presentations and selection made by top respondents
to CRA Board:

April 10, 2023

B. Recommendation: Approve and authorize staff to advertise the RFP for the Westgate and Cherokee properties.

3. Approval of Cost Increase for Belvedere Heights Phase II

A. Background and Summary: On March 9, 2021, the CRA entered into an interlocal agreement with Palm Beach County through the Water Utility Department to install certain utilities in the Belvedere Heights Phase II. Section 3 of the Interlocal Agreement stipulates that the CRA should approve any construction costs increase and execute a letter of amendment modifying Exhibit B to the interlocal agreement.

The cost increase is due to driveway removal, restoration, and additional drainage pipe as indicated in Exhibit B. The work supplements total \$48,871.01.

B. Staff Recommendation: Staff recommends that the Board approve the \$48,871.01 cost increase for the Belvedere Heights Phase II project.

4. Approval of Payment to Palm Beach County Engineering Department for Construction Engineering and Inspection of the Westgate Avenue Streetscape Project

A. Background and Summary: The Westgate Avenue Streetscape Project is back on track. The County has secured a group to provide Construction Engineering and Inspection (CEI) for the project. An amount of \$811,233.50 has been requested to pay for the CEI services.

B. Staff Recommendation: Staff recommends that the Board authorize staff to provide \$811,233.50 to Palm Beach County to cover CEI cost for the Westgate Avenue Project.



BOARD MEETING

February 13, 2023

Staff Update on In-House Projects

2023-B Solid Waste Authority Blighted & Distressed Properties Grant Application (SUBMITTED)

Background: CRA Staff has submitted a grant application to the SWA through its Blighted & Distressed Properties Clean-Up Grant Program for funding to demolish the structure at 1304 Seminole Blvd. The Program has been modified and will now only cover costs associated with demolition. Lot clearing and vegetation removal must be covered by the Agency. The SWA Governing Board will vote to approve funding at their February meeting.

SFWMD Compensating Floodplain Storage Mitigation Bank (ONGOING)

Background: The CRA is working with Higgins Engineering and SFWMD to formalize a storm water storage mitigation/redevelopment credit program using the Dennis Koehler Preserve retention lake for redevelopment projects within a certain basin or sub-basin. Higgins Engineering estimates that at least 30 acre feet could be available to redevelopment projects to offset storage requirements. Some of those acre feet have already been pledged to the Greene Apartments and Autumn Ridge projects.

Website & CRA Logo Redesign/Re-Branding (IN PROCESS)

Update: the CRA's new logo is finalized. Staff will begin to use on letterhead and reports. The new website structure is built and the creation of new content is underway; it will be launched by the end of February 2023.

Background: the 2017 CRA Redevelopment Plan identified Market Positioning, specifically a "Re-brand & Re-boot Westgate" campaign, as a necessary focus area to implement the goals & objectives of the Agency. An updated, modern and more functional website, along with a re-branded logo will set the stage for a push toward economic development. CRA staff is working with Dang Good Graphics, the Agency's current website administrator/designer on a new website and logo. Staff will seek Board input on the working logo proof at the September Board meeting.

Streetlights for Westgate Estates (IN PROCESS)

Background: CRA staff is in discussions with FP&L to install street lighting in areas of Westgate Estates where there are currently dark areas. This effort is in response to community concerns brought to the Agency's attention in January around an increase in burglaries and vandalism.

2022 WCRAO/ULDC Amendments (IN PROCESS)

Update: Staff met with Vice-Mayor Weiss, assistant County administrators, and PZB staff on October 26th to discuss ways in which the WCRAO may be streamlined to be made more efficient and flexible to use, while remaining true to intent. A path forward includes a Comprehensive Plan amendment to be initiated early in the new year to better define policies for open space and land development, followed by amendments to the WCRAO/ULDC. Staff is re-tooling to address the Mayor's concerns, but is still working on the creation of a waiver table for submittal to Zoning in the first quarter of the new year.

Update: At their July 2022 meeting, the BCC adopted an amendment to the WCRAO which allows the following pertaining to the WCRAO Use Regulations table:

“The Zoning Director may apply the provisions of Art. 4.B, Use Classification for the underlying zoning district, subject to mutual agreement and approval by the WCRA Board”.

Background: The Zoning Division is moving forward with an amendment to the WCRAO that will not only facilitate the approvals for the Hangar project, but also give some ability for flexibility and authority to the CRA Board when the WCRAO is in conflict with permitted uses and standards of the underlying zoning districts. CRA Staff worked with Zoning to revise Overlay language to allow a warehouse use on the site located at 1050 N Congress Ave. concurrent with entitlements for the Hangar project. This amendment will follow a separate timeline from the proposed amendments below.

Update: The following amendments are being targeted to move forward in the 2023 calendar year. Staff will present a draft to the Board once the amendments are fully vetted by the County:

- create a waiver table to provide relief from certain PDRs, supplementary standards and architectural guidelines through an administrative waiver process rather than variances
- dilute Parks & Recreation requirements for open space in the WCRAO, particularly as it applies to the construction of 4 or more single family homes
- clarify that on where formal on street parking is available (ie. Westgate Ave.), it shall be allowed to count towards required parking ratios
- amend Flex Space language to restrict the percentage of industrial uses and increase the percentage of commercial uses allowed where projects with a CH FLU utilize flex space

Background: CRA staff submitted a request letter for amendments to the CRA's zoning overlay in early December 2021 with the optic of adoption by the BCC at the end of 2022. The Zoning Division is under new directorship, and the two-round policy for UDLC amendments is replaced by a prioritization scale. The CRA will work with County Code Revision staff and County departments to develop amendment language for Board review in the coming months. Staff will utilize one of its continuing planning consultants to assist; a proposal for planning technical assistance services will be brought to the Board in February.

FY21 TCRPC Brownfields Site Assessment Grant (IN PROCESS)

Update: Cardno (now Stantec) has completed testing. Results indicate levels of contamination on site that are in excess of allowable State limits. Staff will be meeting with Stantec, TCRPC and DHED to discuss next steps.

Cardno has identified that contamination is most concentrated in the northeast corner of the Chickamauga site with no groundwater affected, however further assessment is warranted to determine the spread and depth of contamination in order to recommend the best path for remediation. Using a new round of funding through TCRPC, a specific assessment will be completed by Cardno. Next steps include: specific testing, a meeting with the DEP to determine scope of clean up, and a determination of funding sources for excavation/clean up (TCRPC or PBC DHED).

Cardno has completed a supplementary soils testing and is preparing a final report for CRA review and/or action. Results are targeted to be presented to the CRA Board at their September meeting. Testing indicates a high concentration of Benzo(a)pyrene (BaP) in the northwest corner of the property. Cardno will determine whether remedial action is warranted.

Cardno conducted a Phase II assessment in early December. Findings indicate trace amounts of contamination (arsenic & BaP) in the soil; the groundwater is said to be clear. CRA Staff is pursuing a more thorough soils study through funding available through TCRPC prior to issuing an RFP. Phase I ESA findings indicate the need to conduct further assessment of the site to determine if historical adjacent uses have negatively impacted the site. The CRA was approved by the TCRPC for a Phase I Environmental Assessment on September 9, 2021. Brownfields environmental consultants Cardno, completed the Phase I assessment in mid-October 2021.

On August 25, 2021, CRA staff submitted an application for funding from the TCRPC (Treasure Coast Regional Planning Council) Brownfields Program for a Phase I Environmental Assessment for the Chickagmauga redevelopment site. Due to historic auto salvage and a dry cleaning use on Okeechobee on the site now occupied by Cumberland Farms, there is a likelihood that the site has some degree of contamination. The grant would fund a Phase I assessment, and a possible Phase II assessment depending upon initial findings. Any remediation timelines and cost to be determined. State funding is possible.

Background: The Chickagmauga site consists of 3 parcels, one containing an occupied single family dwelling, purchased by the CRA in December 2019 for \$550,000. The site is located directly south of Spencer Square facing the Dennis Koehler Preserve to the south. The site is earmarked for the CRA for mixed use or high density residential redevelopment. CRA staff anticipates issuing an RFP in FY22.

Community Garden/Greenmarket (ONGOING)

Update: The Plat is recorded and corner clip dedications are complete. CRA staff can begin planning for the construction of a permanent structure. Staff applied for a USDA Urban Agriculture grant in 21/22 to assist with the construction of the structure and to facilitate enhanced programming at the farm, but was not awarded the grant. CRA staff is looking at the viability of re-applying in FY 22/23.

Electricity, an irrigation pump and an irrigation system have been installed. Staff is working on developing a design and securing a contractor for site improvements and installation of a pre-manufactured structure to act as a permanent greenmarket.

Background: Staff engaged Schmidt-Nichols (SN) to prepare a site plan for the community garden and the green market. The CRA initiated new regulations to allow green markets to operate as an accessory to community gardens without having to buffer surrounding residential uses with an opaque wall and 20 ft landscape buffer. The site plan includes an enclosed structure with a bathroom and a walk-in cooler. The community garden/greenmarket received site plan approval in March 2018.

CRA staff proposed amendment language, adopted in the 2018-02 Round, to eliminate the community garden use from landscaping requirements, and modified code language regarding hours of operation and building size and placement for the accessory greenmarket use. Schmidt Nichols submitted an administrative amendment (ZAR) to remove the landscape buffers and ROW utility easement. The ZAR was approved in April 2019. The permits have been approved to operate the community garden. The electrician and plumbing contractors are working with the utility companies. The CRA will begin to work with a contractor/architect to design the greenmarket structure and prepare plans to submit for building permit.

PBC Transportation Planning Agency (TPA) Transportation Alternatives (TAP) & Local Initiatives (LI) Grants

FY20 Cherry Road Pedestrian & Safety Improvements (FUNDED, DESIGNED)

Update: PBC Engineering has expressed concerns regarding crosswalks on the approved cross section that requires resolution in order for the project to move forward on the TPA grant timeline.

The Cherry Road project received approval for funding by the TPA Governing Board in July, 2020. The CRA engaged consultants, WGI to refine the Cherry Rd. improvements project for TPA TAP grant application submittal in the 2020 cycle. CRA Staff and WGI worked with Engineering on improving the proposed typical sections. The project proposes reduced with travel lanes for traffic calming, new sidewalks on the south side of Cherry Rd east and west of the bridge to the intersection of Country Club Rd., a new 12' shared multi-use path on the north side of the corridor, new crosswalks, pedestrian scale lighting, and shade trees where allowed. The total project cost is \$1.96 million. The grant

reimburses \$1 million. The application was submitted to the TPA on February 28, 2020.

FY19 and Seminole Blvd. Complete Streets (FUNDED/INITIATED)

Update: The project is fully designed, with the LAP agreement on hold until February 2023 pending funding.

PBC Engineering has requested administration and design fees to initiate the project. The County will issue an RFP for engineering design in early 2022.

The Transportation Planning Agency Governing Board approved funding for the Seminole Blvd project at their July 18th meeting. The Seminole project was ranked #1. Staff and WGI presented the projects to FDOT and BTPAC in early April; Seminole was ranked #1 and Cherry Rd was #4. The Board recommended that the Seminole Blvd project should be prioritized since it ranked higher and is a larger project.

Background: The Board approved a two-fold work assignment with WGI in November 2018 to prepare a feasibility analysis to identify the best two projects to submit to the TPA for the 2019 Transportation Alternatives Program (TAP) cycle. Based on findings presented by WGI, the Board selected the following project:

Seminole Blvd Complete Streets which expands existing sidewalks to 10-12 ft. multi-use paths on each side of the roadway, adds high visibility crosswalks at each intersection, adds pedestrian scale lighting, and shade trees. The project boundaries are from Okeechobee Blvd. to Oswego Ave. Total construction cost is \$1,622,979. The grant reimburses \$1 million.

TAP grant projects are designed and constructed within 3 years of prioritized funding. Design will begin in 2020 with construction completion in 2022.

FY18 – Westgate Avenue Corridor Complete Streets (FUNDING SECURED, PROJECT TO PROCEED)

Update: Following an RFP process, a loan has been secured. A new schedule for construction was provided by County Engineering at the end of January with agreement from the Palm Beach TPA and FDOT. The ITB is to be issued on 4/23/23. Notice to proceed is targeted for 10/20/23. Construction is to be completed by 2/28/25.

Staff is consulting with bond counsel through the Florida League of Cities to acquire a loan for the Westgate Avenue and Seminole Blvd. projects. Bond counsel is requiring that the Agency receive approval from its governing body (BCC) to secure the loan. The BCC adopted a Resolution on September 13, 2022, to authorize an \$11,000,000 loan. Five banks have submitted a proposal to the bond counsel to provide the funding. The schedule laid out in the LAP agreement between County Engineering and FDOT has now been impacted due to the delay incurred to secure upfront financing. A request has been made to FDOT through the PBC TPA for a time extension. We await a response.

The bid process for the project was put on hold by County Engineering. The County is requiring that the total construction cost of the project be given to the County in advance of entering into a contract with a contractor; the CRA has been given a time extension to try to accommodate this requirement.

PBC Engineering issued an Invitation to Bid on February 20th. Bid opening was scheduled for March 29th.

American Consulting Engineers (ACE) has completed design plans to 100% constructability. PBC Engineering Streetscape section is reviewing. The design engineers have finished phase 2 of the constructability plans. Due to the number of driveways and regulations for safe sight lines, the CRA must now work with certain owners to get approval to close access from Westgate where side and rear access is available in an effort to add more landscaping and on-street parking. The project cost

estimate is now \$4,752,321 with \$2,324,351 in participating costs funded by FDOT. The CRA is responsible for PBC Engineering administrative, design and CEI costs.

Design is moving forward without a roundabout. CRA Staff met with County Roadway Production and the project consulting engineers in February to discuss the design, scope and timeline of the project. The CRA has been asked to provide input on lighting design and landscaping.

A County Selection Committee met in November 2019 and selected American Consulting Engineers of Florida (ACE) to design the project. CRA staff was in attendance for the presentations and scoring. The County Engineering Department had shortlisted three firms for the project, including CRA consultants WGI, however, volume of previous work was an overriding factor in selection.

Background Information: Staff engaged WGI to coordinate the preparation of travel demand forecast modelling to determine the impact of reducing Westgate Ave from 5 lanes to 3 lanes utilizing a road diet approach. WGI facilitated communication with PBC TPA and Engineering to determine the best design alternative, held a public input meeting, and drafted the final design for the project be used to obtain funding. WGI met with the Engineering Department to present the lane elimination plan. County staff is in support of the lane reduction from Wabasso to Congress, but they are not in support of the elevated landscape median. An alternative design, which allows for 3 lanes (2 thru lanes and one center turn lane), bike lanes, and floating landscape islands on both sides of the ROW alternating with on street parking was presented to County Engineering for approval and support. With assistance from WGI, the LI grant application was submitted on March 2, 2018. CRA staff is working with County Engineering and Administration to design and administer all 3 of the TPA grant projects.

The TPA Governing Board voted to adopt the TPA List of Priority Projects for the LRTP FY 2020-2024 at their September 20, 2018 meeting. Projects that met TPA and FDOT eligibility requirements were ranked by internal advisory boards, committees and TPA Staff to be forwarded the Governing Board. The Westgate Avenue Complete Streets project was ranked #1 of 6 entries to receive Local Initiatives Program funding. This project has been moved up the timeline due to the inability of other funded projects to proceed. Design can start in July 2019 for FY 2019/20. Construction funding will be approved after the design is completed.

FY18 – Phase II Belvedere Heights Streetlights & Sidewalks AND Water Mains/Drainage (PHII BH STREETLIGHTS & SIDEWALKS IN PROCESS & WATER MAINS & DRAINAGE COMPLETE)

Update: Phase II of the streetlights & sidewalks project is 100% complete! The contractor has completed construction of Phase II of the water mains and drainage project. Phase II of the TPA sidewalks and streetlights project began in the spring of 2022.

The BCC is considering an agenda item on June 16th for the design of this second phase. The TPA Governing Board voted to adopt the TPA List of Priority Projects for the LRTP FY 2020-2024 at their September 20, 2018 meeting. Projects that met TPA and FDOT eligibility requirements were ranked by internal advisory boards, committees and TPA Staff to be forwarded the Governing Board. Phase II of the Belvedere Heights Streetlights and Sidewalks project was ranked #3 of 4. This project has been moved up the timeline due to the inability of other funded projects to proceed. Design can start in July 2019. Construction funding will be approved after the design is completed. The CRA needs to execute an MOU and provide upfront funding to the County for design.

Background Information: CRA staff prepared and submitted a Transportation Alternatives Program (TAP) grant application for Phase II – Wellington Road to Bridgeman Road, of the Belvedere Heights Neighborhood for sidewalks and streetlights to PBC TPA in March 2018.

FY17 – Phase I Belvedere Heights Streetlights & Sidewalks AND Water Mains/Drainage Project (COMPLETE)

Update: The water main and drainage work is complete. Phase I of the TPA grant project for sidewalks and streetlights project is 100% complete. The streetlights are not lit pending installation of a transformer. This phasing allowed the water main and drainage construction to take place prior to the work of the TPA grants, keeping the TPA projects on the timeline set by the FDOT.

The neighborhood has experienced chronic poor drainage and the water mains have reached the end of their useable life and must be replaced. Mock Roos, the contractor for the sidewalks/streetlights project requested that PBC Water Utilities do the water main work prior to the installation of sidewalks and they have agreed; Mock Roos will also do this work. Engenuity Group has been working on a drainage design for the area and a request has been made for Water Utilities in collaboration with Engineering to do this work ahead of sidewalk installation as well. Water main replacement will occur January thru March, 2021 with drainage in March thru July, 2021. Construction on the sidewalks project is set to begin in August 2021.

Engineers are preparing the second part of the design. The Engineering Department has engaged several consultants through a CRA/County MOU to implement the project. Design is almost completed. The County is currently reaching out to the residents.

Background Information: An application was submitted to the TPA Transportation Alternatives Grant to request almost \$1 Million to install sidewalks and streetlights in Belvedere Heights in 2017. The funds will not be available until 2019. The BCC approved Engineering Department sponsorship of the project via resolution in May 2018.

CRA Strategic Plan (ONGOING – TO BE REVISITED IN FY22-23)

CRA staff will revisit work on a strategic plan that will implement the goals and objectives of the amended Redevelopment Plan. A strategic plan will outline the specific tasks, timeline and budget required for redevelopment activities over the next 5 years. It can also serve as a platform for the CRA to refine its vision and mission statement in a way that is current with its shifting priorities. Staff has received some initial input from Board members.

Streetlights for Belvedere Homes (ONGOING)

The Engineering Department is partnering with Office and Community Revitalization to install streetlight in Belvedere Homes. An initial meeting has been held. Citizens are currently gathering signatures and easement authorization from residents and property owners.

Private Redevelopment Projects

Below is list of private development projects that are in the entitlements or the permitting process:

Projects	Address	Status
Airport Apartments	1699-1705 N. Congress Ave	<ul style="list-style-type: none"> January 2022 Board meeting – in Zoning 4-stories, 38-unit market rate MF rental development
Westgate Terrace (Danza Group)	2636 Westgate Ave	<ul style="list-style-type: none"> In Zoning – some issues with project funding 4 stories, 44 units – professional office/medical office use on ground floor CRA-owned parcels, developed with NMTC fed grant in partnership with CRA/PBD DHED
Greene Industrial (aka McDonald Industrial)	1501 N. Florida Mango Rd.	<ul style="list-style-type: none"> 5/9/22 CRA Board meeting DRO site plan amendment for a new 62,011 sf office-warehouse use; site to be reconfigured to eliminate all other buildings, distribution facility use to be discontinued
The Hangar & Airfield Business Park	1050 N. Congress Ave. (former PBKC collateral property)	<ul style="list-style-type: none"> BCC approval in August 2022 – in DROE for arch. 2/14/22 CRA Board meeting 60,000+ sf of privately owned warehouse units (The Hangar) with collocated additional warehouse, vehicle sales/repair, community and assembly membership non-profit space
EZ Express Carwash	1098 N. Military Trail (Walmart MUPD)	<ul style="list-style-type: none"> In Zoning – review for ABN of restaurant use & DRO approval for a 2,700 sf automatic carwash
Cherry Road Plaza MUPD	Cherry Rd	<ul style="list-style-type: none"> ZC approval in March In Zoning – review for ABN, DOA, Variances, DRO approval for a 161,000 sf (phased) self-service storage facility
Murphy Express Gas Station/C-store	1010 Military Trail (Walmart MUPD)	<ul style="list-style-type: none"> DROE approval February demolish vacant Walgreens, relocate/ expand existing Murphy Express/add c-store
Palm Key Apartments	Cherokee Ave	<ul style="list-style-type: none"> DRO approval in March 7 townhome-style multifamily units on .46 ac – utilizing CRA density bonus units
Museo Vault self-service storage (now Uovo Art)	4200 Westgate Ave	<ul style="list-style-type: none"> In construction BCC approval of ABN- Sept. '21 meeting proposing a 4-story, 50,000 sf fine art and antique storage facility
Autumn Ridge LITC mixed use	Congress Ave	<ul style="list-style-type: none"> In permitting with SFWMD DRO approval – LITC funded, will move forward with permitting 106 units by Landmark Construction, 90% of units at or below 60% of AMI – 77 DBP units, TCEA and rezoning from RM to CG
Congress Avenue - Greene Apartments	1710 N. Congress Ave	<ul style="list-style-type: none"> In construction 198 units (138 density bonus units from WCRA pool; 55 income restricted) SFWMD permit utilizes acre feet from the Preserve

**WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY
1280 N. CONGRESS AVE., SUITE 215, WEST PALM BEACH, FL. 33409
MINUTES OF THE MONTHLY MEETING**

January 9, 2023

I. CALL TO ORDER (IN PERSON MEETING BROADCASTED ON ZOOM PLATFORM)

Mr. Daniels, the Board Chair, called the meeting to order at 5:14p.m. The roll was called by Ms. Bui.

Present: Ronald L. Daniels
Joanne Rufty
Ralph Lewis
Ruth Haggerty

Absent: Joseph Kirby
Enol Gilles

Staff Present: Elizée Michel, Executive Director
Denise Pennell, Senior Planner
Mai Bui, Redevelopment Specialist/Administrative Assistant
Thomas J. Baird, Esq., General Counsel

Absent: Carmen Geraine, Bookkeeper

Others Present: Dorritt Miller, Assistant County Administrator, Andrea Troutman (All Virtually Via Zoom)

II. AGENDA APPROVAL

1. Additions, Deletions, Substitutions to Agenda

- No Additions, Deletions, Substitutions to Agenda

2. Adoption of Agenda

- It was moved by Ms. Rufty and seconded by Ms. Haggerty to adopt the Agenda. Motion carried (4-0)

III. ADOPTION OF W/BH CRA MINUTES

- It was moved by Ms. Haggerty and seconded by Ms. Rufty to adopt the November 14, 2022 minutes. Motion carried (4-0)

IV. PUBLIC COMMENT

- No Public Comment

V. DISCLOSURES

- No Disclosures

VI. CONSENT AGENDA

- No Consent Agenda

VII. REGULAR AGENDA

1. CRA Recommendation for DRO Approval of a 38-unit Multifamily Rental Development (Airport Apartments) located at 1699-1705 N. Congress Avenue.

Ms. Pennell, Mr. Cameron, and Mr. Josh Nichols from Schmidt Nichols presented the item to the Board.

E&M Realty Corp, based in Jupiter, is the property owner and developer. The Airport Apartments is a 38-unit multifamily market rate rental development comprised of 6 efficiency units, 9 1-bedroom, 18 2-bedroom, and 5 3-bedroom units in a 4-story building, for a total GFA of 48,042 sf under air. A combined 2nd floor indoor/outdoor recreation space, as well as a ground floor recreation area, are also included as a project amenity. To streamline entitlements, avoid tripping the development and public hearing approvals thresholds, and to achieve the desired density, the applicant is requesting 27 WCRAO density bonus units. These additional units may be approved by the DRO if the increase does not exceed 22 dwelling units per acre; this project is requesting an additional density of 19.2 du/ac.

The +/- 1.4-acre site is located on the west side of Congress Avenue south of Westgate Avenue and to the north of Cherry Rd. The site consists of 4 contiguous parcels bordered by the LWDD L-2 canal to the south and the LWDD E-3 ½ canal to the west. The site is zoned Commercial General (CG), with a Commercial High with an underlying residential future land use designation of 8 du/acre (CH/8), and is vacant with no current or previous entitlements. The site is located within the boundaries of the Urban General (UG) Sub-area of the WCRAO, and is within the U/S Tier as well as in the Revitalization and Redevelopment Infill Overlay (RRIO), Urban Redevelopment Area Overlay (URAO), and the CCRT area. While the total gross site area is 1.4-acres, the buildable area is

reduced to 1.25-acres due to canal ROW dedication requirements by LWDD including the entire southernmost parcel which is 33 ft. in width, as well as a 19 ft. wide exclusive easement along the entire western portion of the site. Palm Beach County roadway requires a 20 ft. ROW dedication along Congress Avenue.

The development will be 4 stories comprised of 38 total dwelling units divided into 6 studios, 9 one-bedrooms, 18 two-bedrooms, 5 three-bedrooms. It will have 5,870 sf of recreational space, 59 parking spaces out of 69 required, subject to DRO approval of 15% reduction waiver. Ten percent of the site will be dedicated to LWDD for easements.

The applicant proposes to develop a 38-unit multifamily rental development on a +/- 1.4-acre site located at 1699-1705 N. Congress Ave. The subject application requests a recommendation of approval from the Westgate CRA Board for the proposed development pursuant to include the following:

- 1) An allocation of 27 units from the unit pool of WCRAO Density Bonus Program, provided the project demonstrates that the criteria for obtaining WCRAO density bonus units has been met;
- 2) An allocation of 256 trips per day, and less than 21 peak hour trips from the WCRAO Transportation Concurrency Exception Area (TCEA) trips pool; and,
- 3) DRO Site Plan approval.

To achieve the 38 units needed for this project, 27 units from the CRA's density bonus pool have been requested. The 1.4-acre site has a permitted future land use density of only 8 dwelling units per acre which is a total of 11 units by right. Additional residential density from the CRA's bonus pool increases the density by 27 dwelling units to make 27 du/acre.

With a total of 38 units, the Airport Apartments project is required to set aside 8 units to meet this requirement. The following breaks down the WCRAO DBP workforce income category requirements:

- a minimum of 10%, up to a maximum of 40%, of units are required to be restricted at the WHP Low Income category (60%-80% MFI) – the developer will opt to set aside at least 1 unit in this category
- a minimum of 10% are required to be restricted at the WHP Moderate 1 Income category (>80-100% MFI) – the developer will opt to set aside at least 1 unit in this category

The proposed use and site plan is consistent with the CRA's Redevelopment Plan, the WCRA Zoning Overlay, and with the goals, objectives and policies of the

Comprehensive Plan, particularly the Provision of Affordable Housing outlined in the Housing Element. The project will be beneficial to the community, will enhance the character of the Congress Avenue corridor by developing vacant land, and will provide much needed workforce housing units.

Staff recommends the Board approval of a 38-unit multifamily rental development on a +/- 1.4-acre site located at 1699-1705 N. Congress Ave. The subject application requests a recommendation of approval from the Westgate CRA Board for the proposed development pursuant to include the following:

- 1) An allocation of 27 units from the unit pool of WCRAO Density Bonus Program, provided the project demonstrates that the criteria for obtaining WCRAO density bonus units has been met;
- 2) An allocation of 256 trips per day, less than 21 pm peak hour trips from the WCRAO Transportation Concurrency Exception Area (TCEA) trips pool; and,
- 3) DRO Site Plan approval.

Ms. Pennell advised the Board that there was a slight revision to the plan after it was reviewed by staff. The number of parking spaces to be provided on site was reduced. The applicant needs to add to their request a type one waiver for dropping below the required number of parking spaces.

Board member Discussions:

Mr. Lewis inquired about the exact location of the site. The site is located on Congress Avenue north of the Belvedere Home Baptist Church on the north side of the L-2 Canal. Ms. Rufty and Mr. Daniels added that it is the empty lot south of the Aldrich Tool Rental store.

Ms. Haggerty found that the proposed building elevations look good and asked what type of construction they will use.

Mr. Cameron responded it will be a concrete block type.

Ms. Rufty agreed that it is a nice-looking building.

A request of the type one waiver was added to the request.

Mr. Daniels asked what is located immediately to the west side of the site.

Ms. Pennell responded that it is a Lake Worth Drainage District canal.

Mr. Rufty added on the west side of the canal are properties belonging to the Westgate Tabernacle.

Mr. Daniels asked about the use of the properties located south of the Westgate Tabernacle Church.

Mr. Cameron responded that these lots are used as parking spaces for the church.

Mr. Daniels questioned whether the units were looking directly at someone's backyard. Mr. Cameron clarified that the building pushes towards Congress Avenue. On the west side of the building there is a whole parking lot between the building and the canal. He added that there will also be landscaping to and additional canal easement as a buffer to the neighbors.

Mr. Lewis commented that he doesn't find anything wrong with the building, but questions whether that is the direction we want to pursue for Congress Avenue. He stated that rental housing is all we have right now. He advises that we need to balance the residential with more commercial uses.

Ms. Pennell added that this project will be a market rate project except for the workforce housing required units, as 20% (or 8) of the units will be workforce housing, and the rest will be market rate. We have already seen three residential developments alongside Congress Avenue. The plan does want to see a mix of uses, but we are seeing the demand for residential overriding commercial uses.

Mr. Lewis stated that he knows and sees those demands, but we don't have to be the only one stuck with those demands.

Mr. Daniels offered that this lot, if used for residential, will complement the commercial uses we have across the street.

Mr. Michel commented that staff has reviewed other type of uses for this site, like retail and gas station, but these uses couldn't fit on the site due to the fact it is difficult to locate these uses on a second floor leaving the first floor for parking like this development is proposing.

Mr. Lewis agreed that a gas station is not appropriate for the site.

Mr. Michel clarifies that there are some other commercial uses around near that lot.

It was moved by Ms. Haggerty and seconded by Ms. Rufty to approve the requests of the applicants including the type one waiver. The motion passed unanimously (4-0)

2. Authorization to Issue a Request for Proposals (RFP) for the Redevelopment of CRA-Owned Parcels at 2557 Westgate Avenue & Cherokee Avenue

Mr. Michel introduced the item. The CRA purchased two parcels located at 2557 Westgate Avenue in 2004 to hold for redevelopment. These parcels are immediately adjacent to the Santos C-Store located on the corner of Westgate Avenue and Osceola Drive. A third parcel, located on Cherokee Avenue was purchased by the CRA in 2021. Two other parcels, not owned by the CRA, complete the redevelopment assemblage. All five parcels are currently vacant.

Interest in developing the land for residential and commercial uses has been robust. Staff requests Board approval to make a public offering by issuing an RFP for the

redevelopment of the parcels commensurate with the vision of the Westgate Avenue corridor to encourage mixed use. Staff anticipates that the RFP will be issued within the first two months of 2023. Following the closure of the RFP response window, Staff will assess responses and recommend a redevelopment project to the Board for approval.

Staff recommends that the Board authorize staff to prepare and issue a Request for Proposals for the redevelopment of CRA-owned parcels at 2557 Westgate Avenue & Cherokee Avenue.

Board members' comments:

Ms. Rufty asked if one of the parcel was on Cherokee.

Mr. Michel responded yes two are on Westgate Avenue and one faces Cherokee Avenue.

Ms. Rufty said that it is a good plan to seek a developer for these lots.

Mr. Michel added that the staff is seeking to issue an RFP now because it does not seem that we can purchase any more properties in this area. We have spoken to the adjacent property owners, but they are not willing to sell. It is a good time to put it up for an RFP so any interested developers can submit a proposal for the lots.

Mr. Lewis asked about the size of the combined properties.

Mr. Michel estimated that all of it is approximately an acre.

Mr. Daniels asked what timeframe is being considered for the RFP.

Mr. Michel responded we are trying to bring something back to the Board by April for approval. There are some developers who are interested in mixed-use or commercial or commercial development for the site.

Mr. Lewis asked if the lots were zoned commercial or residential.

Mr. Michel believed that the Westgate lots are commercial. If the other lot is not commercial, it will not be difficult to rezone it to commercial.

It was moved by Ms. Rufty and seconded by Ms. Haggerty to approve staff to prepare and issue a Request for Proposals for the redevelopment of CRA-owned parcels at 2557 Westgate Avenue & Cherokee Avenue. The motion passed unanimously (4-0)

3. Approval of 2023 Westgate CRA Board Meeting Calendar

Mr. Michel introduced the item. The 2023 CRA Board Meeting calendar is submitted for approval. There is a holiday on October 9, 2023. The October meeting can be moved to October 2, 2023.

Staff requests the Board to approve the 2023 CRA Board Meeting calendar.

It was moved by Ms. Haggerty and seconded by Ms. Rufty to approve the 2023 CRA Board Meeting Calendar. The motion passed unanimously (4-0)

VIII. STAFF REPORTS

Final TIF is the amount of 3.4 million. One million of that will be used for debt service for the loan.

Belvedere Heights Phase II nears completion. Lights were turned on before Christmas.

Staff submitted another Solid Waste Authority Blighted and Distressed Property grant for the demolition of 1304 Seminole Blvd.

WCRA Logo has been finalized.

Staff is working with County Engineering on plans to issue an RFP for the repurposing of Westgate Avenue. The County is waiting to hear from DOT before issuing a request for construction bids.

Motown At The Park is on 2/10/23 from 5:00p.m. to 9:00p.m.

IX. AJOURNMENT

It was moved by Ms. Rufty and seconded by Mr. Lewis to adjourn the meeting. The meeting adjourned at 6:07p.m.

Mai Bui Administrative Assistant, Westgate CRA

OPTION AGREEMENT

THIS OPTION AGREEMENT (the "**Agreement**"), made this 24th day of February, 2021 (the Effective Date), by and between the Westgate/Belvedere Homes Community Redevelopment Agency, a dependent special district of Palm Beach County, Florida (hereinafter "**WCRA**"), and Danza of Westgate LLC, a Florida limited liability company (hereinafter "**DANZA**").

WITNESSETH

WHEREAS the WCRA is the record title owner of that certain real property located in Palm Beach County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein (the "**Property**"); and

WHEREAS the WCRA agrees to grant DANZA the right and option to purchase the Property from the WCRA, subject to DANZA agreeing to certain terms and conditions as hereinafter set forth herein; and

NOW THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WCRA does hereby grant to DANZA the right and option to purchase the Property from the WCRA, subject to DANZA meeting the terms and conditions set forth herein (hereinafter the "**Option**").

ARTICLE 1

OPTION

1.1 **Term of Option.** DANZA may exercise the Option, if at all during the period commencing on the Effective Date and ending on the 1st anniversary of the Effective Date (the "**Option Period**"). Upon the written request of DANZA delivered to WCRA at least thirty (30) days prior to the expiration of the Option Period and provided the WCRA reasonably determines that DANZA has demonstrated that it has acted in good faith and has and will continue to act with due diligence toward meeting the conditions to be met in Article 2 hereof, the WCRA will extend the Option Period for one (1) additional twelve (12) month period.

1.2 **Consideration for the Option.**

As consideration for the grant of the Option, DANZA shall pay the WCRA, a non-refundable option fee in the amount of \$1,000.00 (the "**Option Fee**") upon the execution of this Agreement.

1.3 **Exercise of Option.**

1.3.1 DANZA may exercise the Option only by (i) delivering written notice to the WCRA of DANZA's election to exercise the Option (the "**Option**")

Notice"), and (ii) simultaneously delivering a copy of the Option Notice to Jones Foster P.A. ("**Escrow Agent**"), whose address is 4741 Military Trail, Suite 200, Jupiter, Florida 33458, Attn: Thomas J. Baird, together with an earnest money deposit in the amount of [**Forty Thousand Dollars (\$40,000.00)**] (the "**Deposit**"). The Option Notice shall be delivered to WCRA and Escrow Agent no later than the expiration of the Option Period. In the event of the timely exercise of the Option and the consummation of the purchase and sale of the Property as contemplated in this Agreement, the Deposit Fee shall be paid to WCRA and credited against the Purchase Price on the Closing Date (as such terms are defined below). In the event DANZA timely exercises the Option but the sale of the Property is not consummated as contemplated in this Agreement because of (a) WCRA's default beyond any applicable notice and cure periods set forth herein, or (b) the termination of this Agreement by DANZA in accordance with any right to so terminate provided in this Agreement, then the Deposit Fee shall be returned to DANZA upon written request by DANZA delivered to WCRA and Escrow Agent. In the event the sale of the Property is not consummated as contemplated by this Agreement due to DANZA's default beyond any applicable written notice and cure periods set forth herein, then, upon written request of WCRA delivered to DANZA and Escrow Agent, the Deposit Fee shall be promptly paid to and retained by WCRA as liquidated damages and as WCRA's sole remedy.

1.3.2 The failure of DANZA to timely deliver the Option Notice to the WCRA and/or the Option Notice to Escrow Agent within the Option Period shall be deemed a waiver by DANZA of its right to exercise the Option .

1.3.3 Upon the exercise of this Option, the WCRA agrees to sell and convey to DANZA, and DANZA agrees to purchase, the Property under the general terms of Article 3 herein.

ARTICLE 2

CONDITIONS TO BE MET PRIOR TO EXERCISING OPTION

The conditions to be met by DANZA are:

2.1 Prior to the expiration of the Option Period, DANZA shall demonstrate to the reasonable satisfaction of the WCRA that DANZA has cash on hand sufficient to acquire and redevelop the Property substantially as set forth in Exhibit "B", or DANZA shall provide WCRA with proof of financing, in the form of financing commitments from one or more institutional lenders or other financial sources acceptable to the WCRA.

2.2 DANZA shall obtain all approvals from Palm Beach County, including any amendments to the Property's land use designation pursuant to the County's Comprehensive Plan, its zoning district, any applicable land development regulations, a site plan or any other entitlements which are required to permit DANZA to develop a four (4) story 15,000-60,000 square foot mixed-use building consisting of approximately 5,000 square feet of commercial space on the ground floor and 36 Multi-family residential units. (the "**Project**").

ARTICLE 3

TERMS OF CONVEYANCE

3.1 **Purchase Price.** Upon exercising the Option, the purchase price for the WCRA's conveyance of the Property to DANZA shall be Four Hundred Thousand Dollars (\$400,000.00) ("**Purchase Price**"). The Purchase Price, less the Deposit Fee, shall be delivered by DANZA to Escrow Agent by wire transfer on or before the Closing Date and the Purchase Price shall be paid to WCRA at Closing. The WCRA shall convey the Property to DANZA by Special Warranty Deed.

3.2 **Closing Date.** The closing of the conveyance of the Property to DANZA (the "**Closing**") shall occur on the date (the "**Closing Date**") specified by DANZA in the Option Notice, which shall be no earlier than 45 days after the date of the Option Notice and no later than 180 days after the date of the Option Notice. The closing shall occur on the Closing Date, at the offices of Escrow Agent in Jupiter, Florida.

3.3 **Evidence of Title.** Within 30 days of the Effective Date, WCRA shall obtain and deliver to DANZA, at WCRA's expense, a title insurance commitment (the "**Title Commitment**") to be issued by a title insurer licensed to do business in the State of Florida (the "**Title Company**"), agreeing to issue upon Closing an owner's policy of title insurance in and amount of liability equal to the Purchase Price. The Title Commitment shall be subject only to taxes and assessments for the year of closing if not yet due and payable and those exceptions listed on Schedule B-II of the Title Commitment and any subsequent matters that do not materially affect the value of the Property for the intended Project (the "**Permitted Exceptions**"). WCRA shall cause the Title Company to provide an update to the Title Commitment within thirty (30) days of the Closing Date. If any such update to the Title Commitment contains matters other than the Permitted Exceptions, the same shall be treated as a title defect, and DANZA, shall so notify WCRA within the 15 days of DANZA's receipt of the title update (the "**Title Notice**"). The WCRA shall have a period of 90 days from receipt of the Title Notice within which to cure the title defect(s) set forth therein. The WCRA will use its best efforts to cure such title defect(s) set forth in the Title Notice and will spend such monies and take such actions as are reasonably required in order to cure such title defect(s) within such 90-day period. If the title defect(s) set forth in the Title Notice are not cured within such 90-day period, then DANZA may either (i) accept title to the Property as it then exists without reduction of the Purchase Price, or (ii) withdraw or cancel the Purchase Agreement, whereupon the Deposit shall be returned to DANZA and this Agreement shall thereafter be null and void, and both parties shall be relieved of all obligations.

3.4 **No Adverse Actions.** Neither WCRA nor DANZA shall take any action which would impair or otherwise affect title to the Property, and neither party shall record any documents in the Public Records of Palm Beach County, Florida, which would affect title to any portion of the Property. A Memorandum of this Agreement, in a form mutually agreed to by the parties, may be recorded by WCRA in the Public Records of Palm Beach County, Florida.

3.5 **Cooperation.** WCRA and DANZA agree to reasonably cooperate with one another in order for DANZA to apply for and obtain all land use and zoning approvals, entitlements and building permits as described in paragraph 2.2, and as required for the construction of the Project, as described in Exhibit "B" which is attached hereto and incorporated herein. DANZA shall be responsible for the payment of all application fees and any fees incurred by it for such professionals as it deems necessary to process its application for the construction of the Project.

3.6 **DANZA and WCRA's Representations and Warranties.**

3.6.1 For the purpose of inducing DANZA to enter into this Agreement and to consummate the conveyance of the Property, WCRA represents and warrants that the following, as of the Effective Date and as of the Closing Date, will be true and correct.

3.6.1.1 The WCRA currently leases two residences located on the Property on a month-to-month basis. At or before the Closing, and at DANZA's sole discretion, the CRA shall terminate the leases, or assign them to DANZA. DANZA shall notify WCRA not less than sixty (60) days prior to Closing of its election to have the leases terminated at or before the Closing Date and if the leases are to be terminated, the WCRA shall deliver them vacant, without any personal effects, in swept, broom clean condition.

3.6.1.2. The execution and delivery of this Agreement, the consummation of the transaction herein contemplated, and the compliance with the terms of this Agreement shall/will not conflict with, with or without notice or the passage of time, or both, or result in a breach of, any of the terms or provisions of, or constitute a default under, any agreement to which the WCRA is a party, or by which the Property is bound.

3.6.1.3 There are no mortgages or other monetary liens or encumbrances burdening the Property or any portion thereof, which have been caused by or resulting from the acts, omissions or instructions of WCRA that would prohibit the WCRA's conveyance of the Property free and clear of any mortgages, encumbrances or assessments for the year the Property is conveyed. In the event that any such encumbrances exist, the WCRA shall use its best efforts to clear them and shall pay off or apportion any monies due and outstanding to convey the Property.

3.6.1.4 There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened against the WCRA or the Property.

3.6.1.5 There is no action, suit, litigation, hearing or administrative proceeding pending or threatened relating to the WCRA that, if adversely determined, would prevent or materially restrict WCRA's ability to convey the Property to DANZA in accordance with this Agreement.

3.6.2 For the purpose of inducing WCRA to enter into this Agreement and to consummate a conveyance of the Property, DANZA represents and warrants that the following as of the Effective Date and as of the Closing Date, will be true and correct.

3.6.2.1 DANZA is a Florida limited liability company duly organized and in good standing in the State of organization.

3.6.2.2 DANZA will be authorized by its operating agreement and other organizational documents to enter into this Agreement and its manager or managing member is authorized to execute, deliver and perform all of the documents contemplated by this Agreement, including the execution of this Agreement.

3.6.2.3 DANZA has met all of the conditions referenced in Article 2, above necessary to consummate the transaction contemplated by this Agreement or exercising this option.

3.6.2.4 DANZA's execution and performance of its obligations under this Agreement do not violate any obligation or agreement to which it is a party.

3.6.2.5 DANZA's financial condition has not materially deteriorated in a way that will affect its ability to perform its obligations under this Agreement.

3.7 Conveyance of Title.

3.7.1 WCRA shall convey or cause to be conveyed at Closing fee simple title to the Property to DANZA by Special Warranty Deed (the "**Deed**"), subject only to the Permitted Exceptions or matters of record which are accepted by DANZA. In addition to the Deed, at Closing, the WCRA shall execute and deliver: (i) a standard title affidavit sufficient for the title company to insure the "Gap," and delete the standard exceptions for construction liens, unrecorded easements and parties in possession to the extent arising through WCRA, (ii) an affidavit stating that WCRA is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, and (iii) any and all other documentation reasonably required by DANZA, or the title company in order to close the transaction contemplated hereunder and clear any encumbrances.

3.7.2 Subject to the terms and conditions contained herein, DANZA shall have a period of two (2) years from the Closing Date to substantially complete construction of the Project as described in Exhibit "B." In the event DANZA fails to substantially complete construction of the Project, as evidenced by a Certificate of Occupancy or its equivalent for the Project, WCRA shall deliver to DANZA a "**Notice of Non-compliance**" and shall require that DANZA provide the WCRA with a Letter of Credit (LOC) or Performance Bond (Bond), either of which shall be subject to the WCRA's sole discretion and in a form that is reasonably acceptable to the WCRA to ensure timely completion of the Project.

3.7.3 At least sixty (60) days prior to the expiration of said two (2) year period, DANZA may provide the Executive Director of the WCRA with a notice and a detailed written explanation of the status of the Project and the reasons why it is expected not to

be completed within the two (2) years specified herein. DANZA shall be afforded an opportunity to appear before the WCRA Board of Commissioners to explain the reasons it is not able to substantially complete construction of the Project within said two (2) year. In the event DANZA reasonably demonstrates to the Board that it has exercised its best efforts to substantially complete the construction of the Project but was delayed in completing such construction due to circumstance beyond its reasonable control, WCRA may extend the time for completion for up to twelve (12) months without exercising its right to call the LOC or Bond to ensure the completion of the Project.

3.7 **Expenses of Closing.** DANZA shall pay the documentary stamp tax (and any surtax) required in connection with the Deed, the cost of recording the Deed, the cost of any mortgage financing, including, but not limited to, documentary stamp tax and intangible tax on the note and mortgage, the cost of recording the mortgage and any other security instruments, the cost of any mortgagee title insurance premiums and any endorsements to the mortgagee title insurance policy. The WCRA shall pay the title insurance premium for the owner's policy of title insurance and all title search fees in connection with the Title Commitment on the Property. Each party shall pay its own attorneys' fees incurred in connection with this transaction.

3.8 **APPORTIONMENTS.**

3.8.1 **Property Taxes.** Real estate property taxes and assessments shall be prorated as of the Closing Date.

ARTICLE 4

GENERAL PROVISIONS

4.1 **Notices.** All notices or other required communications shall be in writing and shall be deemed duly given when delivered in person (with receipt therefor), or when sent by Federal Express or another overnight courier or when sent by certified or registered mail, return receipt requested, postage prepaid, or by telephone facsimile or email to the following addresses with a copy sent by overnight courier to:

WCRA: Elizeé Michel, Executive Director
1280 North Congress Avenue, Suite 215
West Palm Beach, FL 33409

With Copy to: Thomas J. Baird, Esquire
Jones Foster P.A.
4741 Military Trail, Suite 200
Jupiter, FL 33458

DANZA: Zalmy Danzinger, Manager
19119 NE 8th Court
Miami, FL 33179

With Copy to: Cabot J. Marks, Esq.
MarksDipalermo PLLC
485 Madison Avenue, Suite 1600
New York, NY 10022
cjmarks@marksdipalermo.com

ESCROW AGENT: Thomas J. Baird, Esquire
Jones Foster P.A.
4741 Military Trail, Suite 200
Jupiter, FL 33458

Should either party's address be changed, the party whose address is changing shall provide the other party with the new address. Either party may change its address for the giving of notices by notice given in accordance with this Section. In such event, the Parties agree that no amendment to this Agreement is required.

4.2 **Default.**

4.2.1 In the event that DANZA defaults in the performance of any of its duties or obligations under this Agreement, the WCRA shall, as its sole and exclusive remedy, have the right to terminate this Agreement and to retain the Option Fee, as liquidated damages.

4.2.2 In the event that the WCRA fails to perform any of the covenants or agreements or is in breach of any of the WCRA's warranties contained in this Option Agreement, DANZA shall have as its sole and exclusive remedies, the right to terminate the Agreement, whereupon the Deposit shall be returned to DANZA, or shall have the right to seek specific performance of this Agreement; provided, however, in the event DANZA elects to seek specific performance of this Agreement, DANZA must file an action for specific performance within sixty (60) days of the Closing Date, failing which DANZA shall be deemed to have waived the right to the remedy of specific performance.

4.2.3 In the event either party defaults, the non-defaulting party shall provide the party which has allegedly to have defaulted notice. The party alleged to have defaulted shall have 10 days from the date of the Notice to cure the default.

4.3 **Third Parties.** Nothing contained in this Agreement, whether express or implied, is intended to or shall confer any rights, benefits or remedies upon any persons other than the WCRA and DANZA and their respective successors and assigns.

4.3.1 Financing Requirements. The WCRA acknowledges that DANZA is seeking a Section 108 grant and HUD financing to assist it in its financing of the Project. The WCRA agrees to reasonably cooperate with DANZA in its efforts to secure said financing. Provided however, the performance of this Agreement, and the completion of the Project are not contingent on DANZA securing this financing of the Project.

4.4 **Construction.** Wherever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties hereby agree that each have played an equal part in the negotiations and drafting of this Agreement, and in the event any ambiguity shall be realized in the construction or interpretation of this Agreement, the result of those ambiguities shall be equally assumed and realized by each of the parties to this Agreement.

4.5 **Binding Effect; Assignment.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. DANZA shall not assign this Agreement without the written approval of the WCRA Board of Commissioners not to be unreasonably withheld.

4.6 **Merger.** This Agreement sets forth the entire understanding among the parties. This Agreement may not be amended, modified or terminated, except by written instrument executed by the parties hereto.

4.7 **Headings.** The captions, article numbers, section numbers and paragraph headings are inserted herein only as a matter of convenience, and in no way are intended to define, limit, construe or describe the scope or intent of such articles, sections or paragraphs of this Agreement, nor in any way affect this Agreement.

4.8 **Governing Law.** This Agreement shall be governed and interpreted under the laws of the State of Florida. The parties agree that venue of any action or proceeding regarding this Agreement shall be in Palm Beach County, Florida.

4.9 **Time is of the Essence.** Time shall be of the essence with respect to each provision of this Agreement that requires action to be taken by either party within a stated period of time, or upon a specified date. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required under this Agreement must be performed, or by which Closing must be held, expires on a Saturday, Sunday or a holiday, then such time period shall be automatically extended to the next business day.

4.10 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one and the same document and PDF or electronic signatures shall be deemed originals.

4.11 **Attorneys' Fees.** Should either party employ an attorney or attorneys to enforce any of the provisions hereof, or to protect its interest in any matter arising under this Agreement, the prevailing party shall be entitled to receive from the other party all reasonable costs, charges, and expenses, including reasonable attorneys' fees, expert witness fees, appeal fees, and the cost of paralegals working under the supervision of an

attorney, expended or incurred in connection therewith whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings.


4.12 **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. [Note: This Section is provided for informational purposes.]

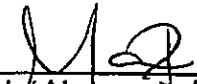
IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and year first written above.

Signed, sealed and delivered
in the presence of:


WESTGATE/BELVEDERE HOMES
COMMUNITY REDEVELOPMENT
AGENCY "WCRA":



Print Name: ELIZEE MICHEL

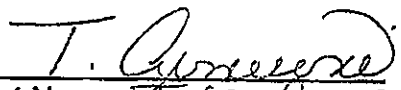
By: 
Print Name: Ronald Daniels
Title: Board Chairman


Print Name: Mai Bui

DANZA OF WESTGATE LLC, a Florida
limited liability company


Print Name: Beth Schorr-Lesnick

By: 
Print Name: Charles Lesnick
Title: Managing Member


Print Name: Tafa Armerino

P:\DOCS\26504\00023\DOC\2205966.DOCX

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1

2636 Westgate Avenue
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0010

Lots 1, 2, 3, 4, 5 and 6, Block 34, West Gate Estates, according to the plat thereof in Plat Book 8, Page 38 of the Public Records of Palm Beach County, Florida.

PARCEL 2

1420 Seminole Blvd A
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0310

Lots 31 thru 34, inclusive, Block 34, West Gate Estates, according to the plat thereof as recorded in Plat Book 8, Page 38 of the Public Records of Palm Beach County, Florida.

PARCEL 3

1420 Seminole Blvd B
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0310

Lots 35 thru 39, inclusive, Block 34, West Gate Estates, according to the plat thereof as recorded in Plat Book 8, Page 38 of the Public Records of Palm Beach County, Florida.

PARCEL 4

3485 Nokomis Avenue
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0400

Lots 40 and 41, Block 34, West Gate Estates, (Northern Section) according to the plat thereof, as recorded in Plat Book 8, Page 38, of the Public Records of Palm Beach County, Florida.

PARCEL 5

XXX Westgate Avenue
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0110

The East 10 feet of Lot 11 and all of Lots 12 to 15, inclusive, Block 34, West Gate Estates, according to the plat thereof as recorded in Plat Book 8, Page 38, of the Public Records of Palm Beach County, Florida.

And

The West 15 feet of Lot 11, Block 34, West Gate Estates, according to the plat thereof as recorded in Plat Book 8, Page 38, of the Public Records of Palm Beach County, Florida.

EXHIBIT "B"
DEVELOPMENT PROJECT PLAN

I. INVITATION

The **Westgate/Belvedere Homes Community Redevelopment Agency** (“Westgate CRA” or “CRA”) hereby requests development proposals from interested private parties for the redevelopment of a site that consists of three (3) parcels of land owned by the CRA, and two (2) parcels of land which are privately owned. The sale of the CRA properties is being offered as an entire set. The Proposers are encouraged to negotiate with the owners of the adjacent lands. The redevelopment site is located in the Westgate Community Redevelopment Area and is bordered by Westgate Avenue to the south and Cherokee Avenue to the north.

The CRA-owned lands (Lots C1-C3) total approximately 0.65 acres and are located within the western portion of Block 34 as indicated in attached Exhibit A. Lots N1 & N2, totaling approximately 0.33 acres, are not owned by the Westgate CRA, but are deemed essential to the redevelopment of this block. The CRA may purchase more properties before the submission deadline of the RFP. The CRA is seeking proposals that will ensure contiguous development.

The Westgate CRA collaborates with private sector business, property owners, developers and others to expand investment opportunities in the CRA district that implement the CRA’s Community Redevelopment Plan. The CRA seeks to promote the welfare of the residents, property and business owners, and other stakeholders within the CRA by encouraging development opportunities that expand the tax base, create jobs, enhance the urban design and add to the quality of life. The fundamental goal is to position Westgate Avenue as a mixed-use neighborhood commercial destination of a quality that not only serves the needs of the adjacent resident population, but also is attractive to the downtown West Palm Beach and unincorporated County employment base and those who visit the area. Redeveloped sites should help invigorate the Westgate Avenue corridor, highlighting its historical heritage, adding new compatible uses that help create an identifiable sense of place as it fosters housing and/or employment opportunities, improves access, increases the availability of goods and services, and helps create an environment that will attract other private investment capital.

The Westgate CRA is seeking proposals that demonstrate creativity in addressing neighborhood compatibility, street frontage, pedestrian activity, quality design, and quality materials in construction. Factors that the CRA will use in evaluating the proposals include, but are not limited to, the Proposer’s experience and financing capabilities, the reduction or elimination of slum and blight in the Westgate Avenue Corridor, the number of parking spaces being proposed for use by the public and for the proposed project, the affordability of the housing units created (workforce housing), the number of new jobs

being created, the quality of planning, urban design, and architecture, and the effect the project will have on the CRA's tax increment revenues.

II. ABOUT THE WESTGATE CRA

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

The Agency exists as distinct legal entity governed by a Board of Commissioners for the purpose of eliminating slum and blighted conditions within the proscribed geographic boundaries. The CRA Board is comprised of seven (7) At-large members, appointed by the Palm Beach County Board of County Commissioners, consisting of residents, property or business owners, and/or professionals that are engaged in business in the CRA area.

Empowered by the Redevelopment Act to undertake a broad range of activities designed to eliminate slum and blighted conditions, the CRA has certain powers including the power to buy, sell, assemble, hold, or dispose of property, and has the authority to issue redevelopment bonds and receive incremental ad valorem tax revenues from designated taxing authorities in order to fund its activities.

The CRA is one of the best remaining areas in unincorporated Palm Beach County for successful urban infill and redevelopment. It is within a five-mile radius of the West Palm Beach International Airport, downtown West Palm Beach and City Place, major thoroughfares, and employment and entertainment centers. The CRA has upgraded a majority of the physical infrastructure within its boundaries such as, roadways, drainage and sanitary sewer. An amended Redevelopment Plan was adopted by Palm Beach County Board of Commissioners in 2017 that extended the life of the CRA for another 30 years.

III. SUBMISSION REQUIREMENTS

Proposers should submit five (5) originals (one of which must be unbound), sealed and marked on the outside of the package "Redevelopment Proposal for the Westgate and Cherokee Avenue Parcels" delivered to the CRA's offices located at 1280 N. Congress Ave. Suite 215, West Palm Beach, FL 33409 on or before 2:00 pm on THURSDAY, MARCH 23, 2023.

The CRA's preference for redevelopment is a mixed-use project that includes a combination of commercial/retail, office, and residential that is vertically integrated. Prospective respondents may propose to construct public parking in addition to their own parking, and such public parking proposals should include any financial conditions of CRA participation if any in its development.

A. Description of Request for Proposal

1. Location and Legal Description of the **CRA-owned** Properties (0.65 acres approx.)

a. C1

Address: 2557 Westgate Avenue, West Palm Beach, FL 33409 (Vacant)

Legal Description: West Gate Estates Northern Sec. Lots 35 to 38 Inc., Block 29

Property Control No: 00-43-43-30-03-029-0350 (0.26 acres approx.)

b. C2

Address: Westgate Avenue, West Palm Beach, FL 33409 (Vacant)

Legal Description: Westgate Estates Northern Sec. Lots 39 & 40 Block 29

Property Control No: 00-43-43-30-03-029-0390 (0.13 acres approx.)

c. C3

Address: Cherokee Avenue, West Palm Beach, FL 33409 (Vacant)

Legal Description: Westgate Estates Northern Sec. Lots 12 to 15 Inc., Block 29

Property Control No: 00-43-43-30-03-029-0120 (0.26 acre approx.)

2. Location and Legal Description of the **non-CRA-owned** Properties (0.33 acres approx.)

a. N1

Address: 2551 Westgate Avenue, West Palm Beach, FL 33409

Legal Description: Westgate Estates Northern Sec., Lots 41, 42 & W 10 feet of lot 43, Block 29

Property Control No: 00-43-43-30-03-029-0410 (0.16 acres approx.)

b. N2

Address: 2549 Westgate Avenue, West Palm Beach, FL 33409

Legal Description: Westgate Estates Northern Sec., E 15 feet of lot 43 & lots 44 & 45, Block 29

Property Control No: 00-43-43-30-03-029-0431 (0.17 acre approx.)

B. Land Use Regulations

The Proposer should consider land uses on the ground floor facing the public streets that have the greatest impact for urban retailing. The Westgate Community Redevelopment Area Zoning Overlay (“WCRAO”) within Palm Beach County’s Unified Land Development Code (“ULDC”) sets use, property development regulations and design standards for development in the CRA district that impacts building design and site configuration. All proposed development is also subject to the entitlement processes and other articles of the ULDC. A copy of permitted uses is available upon request. The CRA Redevelopment Plan encourages mixed-use development, and Proposers should confer with the Palm Beach County Planning and Zoning Department for changes or contemplated changes to the ULDC. The Interactive ULDC may be accessed online at <http://www.pbcgov.com/uldc/index.htm>

C. The Westgate CRA’s Community Redevelopment Plan

The CRA’s Community Redevelopment Plan was created by ordinance in 1989, and last revised in October 2017. Copies of the Plan may be downloaded from the CRA’s website at www.westgatecra.org.

D. Survey

The CRA will provide surveys for the properties it owns.

E. Streets and Right-of-ways

The properties are generally bounded by Westgate Avenue to the south and Cherokee Avenue to the north. Osceola Drive is approximately 100 feet to the west. The Proposer should orient the site to Westgate Avenue with access from Cherokee Avenue.

F. Palm Beach County Impact Fees

Development of the property will be subject to Palm Beach County (PBC) Impact Fees.

G. Appraisal

The CRA will provide appraisals for the properties which it owns.

H. Bid Bond

No bid bond required.

I. Deposits

No deposit is required.

J. Proposal Content

The following describes certain information that the CRA will require for the proposal. The Proposer should submit five (5) original copies, one of which must be unbound, which describe the proposed project.

1. The Proposer must state the anticipated use of the redevelopment project. The uses must be currently permissible under Palm Beach County Unified Land Development Code (ULDC) and the WCRAO. Specify the square footage of the total project and the breakdown of each land use.
2. If the Proposer anticipates that the predominant use of the project will be commercial office, retail or residential, then the Proposer must submit, in order to demonstrate that the project is feasible, the anticipated absorption rate for the project, the anticipated mix of unit types, the projected rent (in case of a rental apartment project or room rate in the case of a hotel project), or the projected sales price (in the case of a for-sale project). If accessory uses include retail and/or office, then the Proposer should submit the anticipated absorption, projected rents, and types of retail users. If the Proposer is successful in being ranked to negotiate for the acquisition of the property, then the proposer must submit, prior to the signing of the Contract for Sale and Purchase, a market study justifying the feasibility of the project. The study must be performed by a professional engaged in the business of real estate market research and/or commercial real estate appraising. If an appraiser is utilized, then he or she must be licensed in the State of Florida.
3. The Proposer must submit an illustrative site plan and one or two elevations of the proposed redevelopment project formatted to 11" by 17" for ease of review. The site plan should include the location of proposed building(s) and the public streets surrounding the site. Parking, sidewalks, and major landscaping features should be illustrated. A proposal with a residential component must submit floor

plans and indicate number of proposed dwelling units; a breakdown of commercial square footage should also be included.

4. The Proposer must state the offering price of the CRA property. The offering should state the terms of payment, the anticipated closing date, and any conditions, contingencies, and additional requirements that affect the purchase. The Proposal must include an acquisition strategy for the property not owned by the CRA but deemed essential in the redevelopment effort.
6. The Proposer must submit a time schedule for the completion of the project including the building, parking, and off-site improvements. If the project is to be redeveloped in phases, then the time schedule should reflect the phases.
7. The Proposer must submit a total project cost analysis stating, by category, the major elements of the project. The major cost items shall include, as a minimum, land costs, building costs, tenant improvement costs, parking costs, landscaping costs, architectural and engineering costs, marketing costs, financing costs, and any other significant costs.
8. The Proposer must submit a financing plan which may include a preliminary financing commitment letter from a lending institution or other primary source of investment financing for the construction of the project. The financing plan must also account for all debt and equity investment required to fund the project. A firm financing commitment from a lending institution or other source of investment financing must be provided prior to the closing of the sale of the land and within sixty (60) days after the execution of the contract.
9. The Proposer must submit information which permits an understanding of the Proposer's organizational structure, its members, qualifications, and financial strength. The CRA reserves the right to research the background of each principal with respect to both credit and police records. The Proposer must submit a signed consent form, attached herein, as part of the proposal. The following information is required in the submission for this paragraph.
 - a. Description of the legal organizational structure of the Proposer (and its parent entity, if it is a subsidiary). If the Proposer intends to create a separate entity solely for the purpose of developing the proposed project, then each partner or stockholder or member should describe their respective legal organizational structure.

- b. Identification of the Proposer's principals, partners, officers, or co-venturers, including names, addresses, telephone and fax numbers, and social security and federal business identification numbers.
 - c. Information concerning the relevant experience of the Proposer and key project personnel, including a listing and description of past projects.
 - d. A minimum of three (3) verifiable professional references.
 - e. In addition, the Proposer must make available for inspection at his or her place of business, a current (audited, if available) financial statement of the proposing entity which includes a balance sheet, a three-year statement of past income, and a projected one-year income statement for the current fiscal year for the Proposer (and its parent entity if it is a subsidiary). If the proposing entity is to be created specifically for the intended project or if the proposing entity is less than three years old, then each partner or stockholder must submit its own financial statement as described above. Tax returns may be substituted for financial statements. Information regarding any legal or administrative actions, past or pending, that might impact the capacity of the Proposer (or its principals or affiliates) to complete the project must be disclosed. Disclosure of any bankruptcies and legal actions by any of the above or related entities during the past ten years must be made with the RFP. The CRA reserves the right to conduct a background check and credit check on prospective bidders and their partners.
10. The CRA will require a buy-back provision to be negotiated as part of the final contract in the event the purchaser fails to complete its obligations for the commencement of the project within three (3) years from execution of the contract or an agreed upon time.
11. The Proposer must submit the number of parking spaces their project intends to provide and the extent to which the spaces might be available to the public, either during peak hours and/or off-peak hours. If public parking will be constructed, then the proposal should state the terms and conditions that are expected of the County or CRA, including financial participation, parking management or other issues.
12. The CRA will not consider any proposals that would seek ad valorem tax exempt status from any taxing authorities at any time for either part or for the whole of the intended project; however, a TIF rebate can be negotiated.

K. Selection Criteria

Factors that the CRA will use in evaluating proposals include, but are not limited to, the following:

1. The qualifications (previous experience and capabilities) and financial capacities of the Proposer as they would indicate its ability to complete the project. Public/private partnership is encouraged.
2. The prospects for market and financial feasibility of the proposed project.
3. The level of commitment of financing sources.
4. The potential tax revenues generated by the project.
5. The number of quality, workforce housing units that will be provided.
6. The extent to which the project includes an outreach to the surrounding neighborhood in terms of small business development and employment opportunities.
7. The number of parking spaces created and their availability for public use.
8. The extent to which the mix of the proposed land uses supports the other land uses in the commercial corridor within the redevelopment area.
9. The quality of site planning and building design proposed for the project.
10. Use of minority/women owned businesses as subcontractors or minority/women controlled partnerships in the development process.

L. Proposals and Disposition Process

Sealed proposals must be filed with the Westgate CRA at its offices located at 1280 N. Congress Avenue, Suite 215, West Palm Beach, Florida 33409, **no later than Thursday, March 23, 2023 @ 2:00pm (EST)**. CRA staff will open the proposals after that time and review them for compliance with submission requirements. The CRA will establish a Review Committee to review and rank all qualified proposals in accordance with the selection criteria listed in Paragraph K and the redevelopment philosophy of the CRA.

Up to three of the top ranked Proposers will be invited to make a presentation at a public meeting to the Westgate CRA Board. The Board will select the top ranking proposal in April 2023. Final land conveyance shall be approved by the Palm Beach County Board of County Commissioners.

The CRA reserves the right to negotiate such terms and conditions with the successful Proposer as it deems in the public interest. In the event a contract is not negotiated to the CRA's satisfaction, the CRA may abandon such negotiation, and if it determines it appropriate, to then commence negotiations with the next ranked Proposer. All Proposers should be familiar with the requirements of Florida Statutes Chapter 163.380 to which this Request for Proposal is subject.

Proposals entered into this RFP process shall be considered irrevocable until after a Proposer selected to enter into contract with the Westgate CRA. Withdrawal during this period or a failure to participate in the requirements of the bid process shall result in a forfeiture of the bid deposit.

M. Minimum Offer

Any offers for less than appraised or fair market value must indicate the value of other amenities provided for the public, such as parking and/or open space, as well as, stating the specific benefits the proposed project would bring to the surrounding area.

N. Right to Withdraw

Chapter 163.380 requires that once a contract is negotiated, the same must be filed with Palm Beach County Clerk with the Notice of Intent to award such contract thirty (30) days prior to the execution of such contract. The CRA specifically reserves the right to refrain from awarding a contract for the sale of any or all of the subject property to any person and to withdraw from the process and/or negotiations at any time at its sole discretion. The CRA reserves the right to enter into a contract with any of the Proposers on the basis of the impact on redevelopment by the proposed project in the CRA's sole discretion and not necessarily to the Proposer offering the highest purchase price. The CRA expressly reserves the right to obtain economic feasibility studies and parking studies with regard to any or all of the subject proposals.

O. Site Visits

Any interested party may visit the site at any time. Please call or email CRA office at (561) 640-8181 or dpennell@pbcgov.org for an appointment.

P. Interpretations

Questions and inquiries concerning the proposal and specifications of the solicitation shall be submitted in writing and directed to Ms. Denise Pennell, Senior Planner/Project Manager, Westgate CRA, 1280 N Congress Avenue, Suite 215, West Palm Beach, FL 33409 or at dpennell@pbcgov.org. Such questions and inquiries must be received no later than ten (10) calendar days prior to the date set for receiving proposals. Oral explanations, information and instructions shall not be considered binding on the CRA. All prospective Proposers are encouraged to independently verify the accuracy of any information provided. Neither the CRA nor any of its agents or employees shall be responsible for the accuracy of any oral information provided to any Proposer.

Q. Pre-submittal Meeting

There will not be a pre-submittal meeting.

R. Registration and Addenda

All interested parties must register their name, email address, business address and telephone number at the CRA office in order to receive any changes, additions, addendums or other notices concerning the RFP. A registration form will be supplied in the office of the CRA.

S. Westgate CRA Offices

The Westgate/Belvedere Homes Community Redevelopment Agency is located at 1280 N. Congress Avenue Suite 215, West Palm Beach, FL 33409. The telephone number is (561) 640-8181.

IV. AUTHORIZATION FOR RELEASE OF INFORMATION

To whom it may concern:

The undersigned hereby authorizes you to release to the Westgate/Belvedere Homes Community Redevelopment Agency ("Westgate CRA") any information in your possession regarding the undersigned either of a professional credit or personal nature including the statement of your opinions with regard to the undersigned's professional credit and personal character.

By: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2023, by _____, who is personally known to me or who has respectively produced _____ as identification and did not take an oath.

Notary Public: _____

Print Name: _____

Commission No.: _____

My Commission Expires: _____

(SEAL)

Name: _____

Home Address: _____

Home Telephone Number: _____

Business Telephone Number: _____

Social Security Number: _____

Date of Birth: _____

Professional License Number: _____

V. RFP ANTICIPATED SCHEDULE

RFP Issuance Date: February 23, 2023

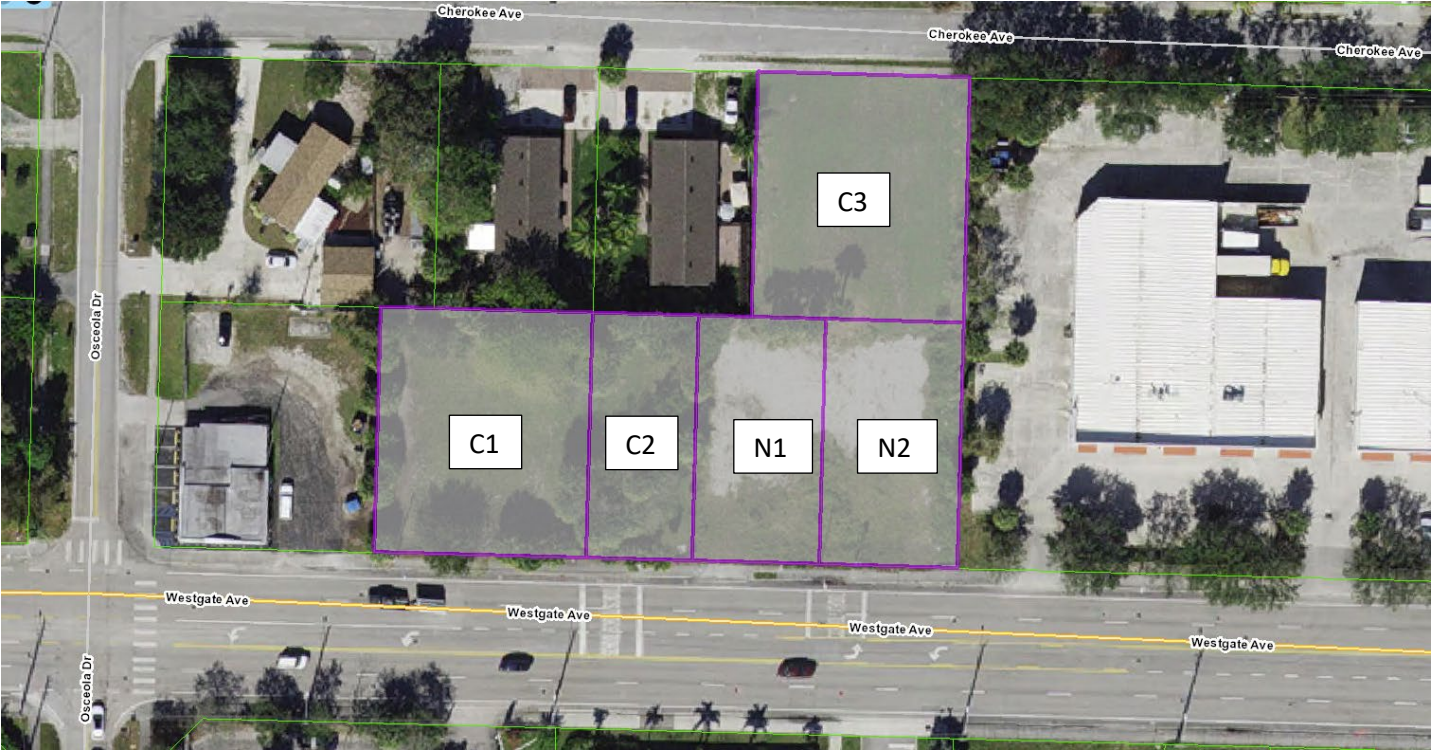
RFP Response Deadline: March 23, 2023

Review, rank, and selection of top respondents by
Review Committee no later than: April 3, 2023

Presentations and selection made by top respondents
to CRA Board: April 10, 2023

Note: Dates above are subject to change. Registered respondents will be notified by email of changes, if any.

LOCATION MAP





**Water Utilities Department
Administration**

8100 Forest Hill Blvd.
West Palm Beach, FL 33413
(561) 493-6000
Fax: (561) 493-6008
www.pbcwater.com

**Palm Beach County
Board of County
Commissioners**

Robert S. Weinroth, Mayor
Gregg K. Weiss, Vice Mayor
Maria G. Marino
Dave Kerner
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator

Verdenia C. Baker

November 16, 2022

Mr. Elizee Michel, Executive Director
Westgate Community Redevelopment Agency
1280 N. Congress Avenue, Suite 215
West Palm Beach, FL 33409

**Re: Interlocal Agreement between Palm Beach County and the
Westgate Community Redevelopment Agency regarding
Utility Construction (R2021-0356)
Phase 2- Letter Amendment
WUD Project No. 20-028**

Dear Mr. Michel,

I am writing this letter in accordance the Interlocal Agreement between Palm Beach County (County) and the Westgate Community Redevelopment Agency (CRA) Regarding Utility Construction dated March 9, 2021 (County Resolution No. R2021-0356)(Interlocal Agreement). Pursuant to Section 3 of the Interlocal Agreement, should changing conditions increase the CRA's share of the Phase 2 construction costs, the County shall provide notice of the increase to the CRA, and should the CRA wish to continue the construction, the County Authorized Designee and the CRA Authorized Designee shall execute a letter amendment modifying Exhibit "B" to the Interlocal Agreement.

Please consider this notice of the increase of the construction costs, which are due to driveway removal, restoration, and additional drainage pipe. Attached hereto is a Revised Exhibit "B" which reflects the increase in the CRA's share of the Phase 2 construction costs. By executing this letter amendment, the Interlocal Agreement will be amended to include the Revised Exhibit "B". If the CRA wishes to continue with the Phase 2 construction, please have the CRA Authorized Designee, or their designee, sign below and return to me.


Ali Bayat, P.E., PMP, Director, PBCWUD

Elizee Michel, Executive Director, Westgate CRA

"An Equal Opportunity
Affirmative Action Employer"

Exhibit B - Revised

PERIODICAL ESTIMATE FOR PARTIAL PAYMENT

PROJECT NAME: Belvedere Heights Water Main Replacement Phase 2

WUD PROJECT NO.: 20-028

RESOLUTION NO.: R2020-0862

CONTRACTOR: Centerline Utilities Inc.

ADDRESS: 2180 SW Poma Drive, Palm City, FL 34990

APPLICATION NO.: 08FINAL

PERIOD FROM: 04/01/22

TO

04/29/22

ACCOUNT NUMBER: 4011-721-W031-6543

Item # (1)	Description of Item (2)	Original Estimate				Completed					
		Quantity (3)	Unit (4)	Unit Price (5)	Value (6)	WUD Units To-Date (7a)	CRA Units To-Date (7b)	WUD Cost To-Date (8a)	CRA Cost To-Date (8b)	Cost to Complete (9)	% Complete (10)
4	6" PVC WM Pipe	20	LF	\$17.00	\$340.00	45	0	\$765.00	\$0.00	-\$425.00	225%
7	6" PVC WM Pipe	4810	LF	\$24.00	\$115,440.00	4797	0	\$115,128.00	\$0.00	\$312.00	100%
28	Ductile Iron Fittings	1.2000	TN	\$5,500.00	\$6,600.00	1.89	0	\$10,395.00	\$0.00	-\$3,795.00	158%
40	6" MJ Restraint for DIP	11	EA	\$575.00	\$6,325.00	11	0	\$6,325.00	\$0.00	\$0.00	100%
51	6" MJ Restraint for PVC	13	EA	\$600.00	\$7,800.00	17	0	\$10,200.00	\$0.00	-\$2,400.00	131%
52	8" MJ Restraint for PVC	114	EA	\$625.00	\$71,250.00	115	0	\$71,875.00	\$0.00	-\$625.00	101%
64	8" Bell Restraint for PVC	62	EA	\$240.00	\$14,880.00	68	0	\$16,320.00	\$0.00	-\$1,440.00	110%
76	6" Gate Valve & Box	2	EA	\$990.00	\$1,980.00	2	0	\$1,980.00	\$0.00	\$0.00	100%
77	8" Gate Valve & Box	19	EA	\$1,400.00	\$26,600.00	22	0	\$30,800.00	\$0.00	-\$4,200.00	116%
96	12"x8" Tapping Sleeve & Valve	2	EA	\$7,000.00	\$14,000.00	0	0	\$0.00	\$0.00	\$14,000.00	0%
142	Fire Hydrant Assembly (w/ 6" GV, Anchor Tee & 6" RJ DIP)	11	EA	\$4,500.00	\$49,500.00	11	0	\$49,500.00	\$0.00	\$0.00	100%
146	Sample Points on Hydrant	10	EA	\$1,000.00	\$10,000.00	12	0	\$12,000.00	\$0.00	-\$2,000.00	120%
159	Short Single Water Service (<10')	4	EA	\$1,200.00	\$4,800.00	2	0	\$2,400.00	\$0.00	\$2,400.00	50%
161	Short Dbl Water Service (<10')	19	EA	\$1,300.00	\$24,700.00	20	0	\$26,000.00	\$0.00	-\$1,300.00	105%
163	Long Single Water Service (<40')	15	EA	\$1,700.00	\$25,500.00	5	0	\$8,500.00	\$0.00	\$17,000.00	33%
165	Long Dbl Water Service (<40')	24	EA	\$2,000.00	\$48,000.00	30	0	\$60,000.00	\$0.00	-\$12,000.00	125%
174	6" Asbestos Pipe Removal	40	LF	\$14.50	\$580.00	140	0	\$2,030.00	\$0.00	-\$1,450.00	350%
177	4" to 12" Connect to Existing WM	4	EA	\$3,300.00	\$13,200.00	10	0	\$33,000.00	\$0.00	-\$19,800.00	250%
180	Grout Existing 6" Pipe	5276	LF	\$9.00	\$47,484.00	6619	0	\$59,571.00	\$0.00	-\$12,087.00	125%
181	Grout Existing 8" Pipe	70	LF	\$11.00	\$770.00	70	0	\$770.00	\$0.00	\$0.00	100%
184	Milling of Asphalt	10545	SY	\$8.00	\$84,360.00		10321	\$0.00	\$82,568.00	\$1,792.00	98%
185	Asphalt Overlay	595	TN	\$200.00	\$119,000.00		591.4	\$0.00	\$118,280.00	\$720.00	99%
186	Asphalt Rdwy Rem/Restore	690	SY	\$50.00	\$34,500.00	82.55	629.45	\$4,127.50	\$31,472.50	\$1,100.00	103%
189	Conc Rdwy Rem/Restore	3745	SY	\$56.00	\$209,720.00	1887.18	2833.92	\$105,682.08	\$158,699.52	-\$54,661.60	126%
193	Limerock Rdwy Rem/Restore	1275	TN	\$29.00	\$36,975.00		1163.4	\$0.00	\$33,738.60	\$3,236.40	91%
198	Floritam Sodding	4412	SY	\$5.50	\$24,266.00	1499.56	1499.55	\$8,247.58	\$8,247.53	\$7,770.90	68%
199	Bahia Sod	8194	SY	\$3.50	\$28,679.00	4109.28	4109.28	\$14,382.48	\$14,382.48	-\$85.96	100%
201	Remove Trees up to 12" Dia	38	EA	\$150.00	\$5,700.00	10	28	\$1,500.00	\$4,200.00	\$0.00	100%
202	Record Drawing	8467	LF	\$2.00	\$16,934.00	4830	3637	\$9,660.00	\$7,274.00	\$0.00	100%
203	Construction Survey	8467	LF	\$2.25	\$19,050.75	4830	3637	\$10,867.50	\$8,183.25	\$0.00	100%
204	Preconstruction Video	8467	LF	\$0.75	\$6,350.25	4830	3637	\$3,622.50	\$2,727.75	\$0.00	100%
205	Mailbox Rem/Restore	88	EA	\$75.00	\$6,600.00	44	44	\$3,300.00	\$3,300.00	\$0.00	100%
206	MOT Residential Street	8467	LF	\$2.00	\$16,934.00	4830	3637	\$9,660.00	\$7,274.00	\$0.00	100%
207	MOT Arterial Roadway	1300	LF	\$3.00	\$3,900.00	650	650	\$1,950.00	\$1,950.00	\$0.00	100%
209	Density Tests	380	EA	\$30.00	\$11,400.00	264.5	264.5	\$7,935.00	\$7,935.00	-\$4,470.00	139%
210	Proctor Tests	12	EA	\$110.00	\$1,320.00	1	1	\$110.00	\$110.00	\$1,100.00	17%
211	Concrete Test Cylinder	35	EA	\$110.00	\$3,850.00	0	0	\$0.00	\$0.00	\$3,850.00	0%
218	Sign Rem/Restore	13	EA	\$150.00	\$1,950.00	6	7	\$900.00	\$1,050.00	\$0.00	100%
255	6" Single Line Stop	1	EA	\$7,400.00	\$7,400.00	0	0	\$0.00	\$0.00	\$7,400.00	0%
256	8" Single Line Stop	1	EA	\$7,600.00	\$7,600.00	0	0	\$0.00	\$0.00	\$7,600.00	0%
Subtotal Base Bid Items:					\$1,136,238.00			\$699,503.64	\$491,392.63	-\$54,658.27	105%

Exhibit B - Revised

Item # (1)	Description of Item (2)	Original Estimate				Completed					
		Quantity (3)	Unit (4)	Unit Price (5)	Value (6)	WUD Units To-Date (7a)	CRA Units To-Date (7b)	WUD Cost To-Date (8a)	CRA Cost To-Date (8b)	Cost to Complete (9)	% Complete (10)
259A	15" RCP Storm Pipe	423	LF	\$104.42	\$44,169.66	0	423	\$0.00	\$44,169.66	\$0.00	100%
259B	14" x 23" ERCP Storm Pipe	347	LF	\$89.59	\$31,087.73	0	347	\$0.00	\$31,087.73	\$0.00	100%
259C	18" HDPE Storm Pipe	2800	LF	\$53.32	\$149,296.00	0	2800	\$0.00	\$149,296.00	\$0.00	100%
259D	30" Corrugated Alum Stm Pipe	67	LF	\$78.62	\$5,267.54	0	70	\$0.00	\$5,503.40	-\$235.86	104%
259E	Type C Inlet	26	EA	\$3,397.10	\$88,324.60	0	27	\$0.00	\$91,721.70	-\$3,397.10	104%
259F	Type E Inlet	6	EA	\$4,142.88	\$24,857.28	0	5	\$0.00	\$20,714.40	\$4,142.88	83%
259G	18" MES (Elliptical)	9	EA	\$1,609.08	\$14,481.72	0	9	\$0.00	\$14,481.72	\$0.00	100%
259H	18" CAP Storm Pipe Removal	426	LF	\$14.46	\$6,159.96	0	451	\$0.00	\$6,521.46	-\$361.50	106%
259I	Connect to Existing Structure	2	EA	\$3,707.56	\$7,415.12	0	2	\$0.00	\$7,415.12	\$0.00	100%
259J	Finalize Proposed Drainage System	3637	LF	\$2.88	\$10,474.56	0	3637	\$0.00	\$10,474.56	\$0.00	100%
259K	Driveway Survey Layout & As-builts (Non WM Side of Rdwy)	73	EA	\$169.05	\$12,340.65	0	73	\$0.00	\$12,340.65	\$0.00	100%
259L	Rem Existing Conc, Asph Pavers in ROW	1090	SY	\$14.49	\$15,794.10	0	1090	\$0.00	\$15,794.10	\$0.00	100%
259M	Remove Trees <12" Dia.	1	EA	\$8,250.00	\$8,250.00	0	1	\$0.00	\$8,250.00	\$0.00	100%
259N	Swale Cut/Grade to Proposed Section	8695	LF	\$7.94	\$69,038.30	0	8695	\$0.00	\$69,038.30	\$0.00	100%
259O	Swale Scope Survey	8695	LF	\$2.30	\$19,998.50	0	8695	\$0.00	\$19,998.50	\$0.00	100%
259P	(Item 185 Adder) Change Sp-9.5 to FC-9.5	594	TN	\$94.50	\$56,133.00	0	591.4	\$0.00	\$55,887.30	\$245.70	100%
259Q	(Item 186 Adder) Change Sp-9.5 to FC-9.5	690	SY	\$5.18	\$3,574.20	0	712	\$0.00	\$3,688.16	-\$113.96	103%
260	Mobilization (2.5% of Base Bid Subtotal)	28405.95	\$\$	\$1.00	\$28,405.95	16718.59	11687.36	\$16,718.59	\$11,687.36	\$0.00	100%
261	Demobilization (1% of Base Bid Subtotal)	11362.38	\$\$	\$1.00	\$11,362.38	6687.43	4674.95	\$6,687.43	\$4,674.95	\$0.00	100%
Subtotal Additional Bid Items:					\$606,431.25			\$23,406.02	\$582,745.07	\$280.16	100%
Total All Bid Items:					\$1,742,669.25			\$722,909.66	\$1,074,137.70	-\$54,378.11	103%
								\$1,797,047.36			

5/19/2022
 X *Louis Cook*
Inspector

PERIODICAL ESTIMATE FOR PARTIAL PAYMENT

PROJECT NAME: Belvedere Heights Water Main Replacement Phase 2

WUD PROJECT NO.: 20-028

RESOLUTION NO.: R2020-0862

CONTRACTOR: Centerline Utilities Inc.

ADDRESS: 2180 SW Poma Drive, Palm City, FL 34990

APPLICATION NO.: 08FINAL

PERIOD FROM: 04/01/22

TO

04/29/22

ACCOUNT NUMBER: 4011-721-W031-6543

WORK SUPPLEMENTS

[illegible]

CRA

Project: Belvedere Heights WM & Storm Drain Improvements - Phase 2

[illegible]

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	March 14, 2023	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing
Department:	Engineering & Public Works Department				
Submitted By:	Engineering & Public Works Department				
Submitted For:	Roadway Production Division				

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Consultant Service Authorization (CSA) No. 4 to the Annual Construction Engineering Inspection (CEI) Services Contract (R2021-0882) dated July 13, 2021 (Contract) with Mehta and Associates, Inc. (MAI) in the amount of \$676,033.50 for the Westgate Avenue from Wabasso Drive to Congress Avenue (Project).

SUMMARY: Approval of this CSA will provide the professional services necessary for CEI services during construction. The Affirmative Procurement Initiative selected for this Contract on November 6, 2019 by the Goal Setting Committee are a 20% minimum mandatory Small Business Enterprise (SBE) participation and a SBE evaluation preference. MAI agreed to 20% SBE participation for the Contract. They agreed to 20.51% SBE participation for this CSA. Prior to this meeting date, approximately \$*** has been encumbered under this Contract. **This Project is included in the Five-Year Road Program and the infrastructure sales tax.** District 7 (YBH)

Background and Justification: On July 13, 2021, the Board of County Commissioners (BCC) approved the Contract with MAI to provide the professional services for CEI services throughout the County. The fee, as detailed in **Exhibit B** of the attached CSA, has been negotiated as just and reasonable compensation as follows:

Basic Services (Lump Sum)	\$676,033.50	(CEI)
Reimbursable Services (Not to Exceed)	\$ 0.00	
Optional Services (Not to Exceed)	\$ 0.00	
Total:	\$676,033.50	

After reviewing the attached CSA and finding it in proper order, the Engineering Department recommends BCC approval.

Attachments:

1. Location Map
2. CSA No. 4 with Exhibits A, B, C, D & Ebix Insurance Compliance (2)

Recommended by: _____

County EngineerDate

Approved By: _____

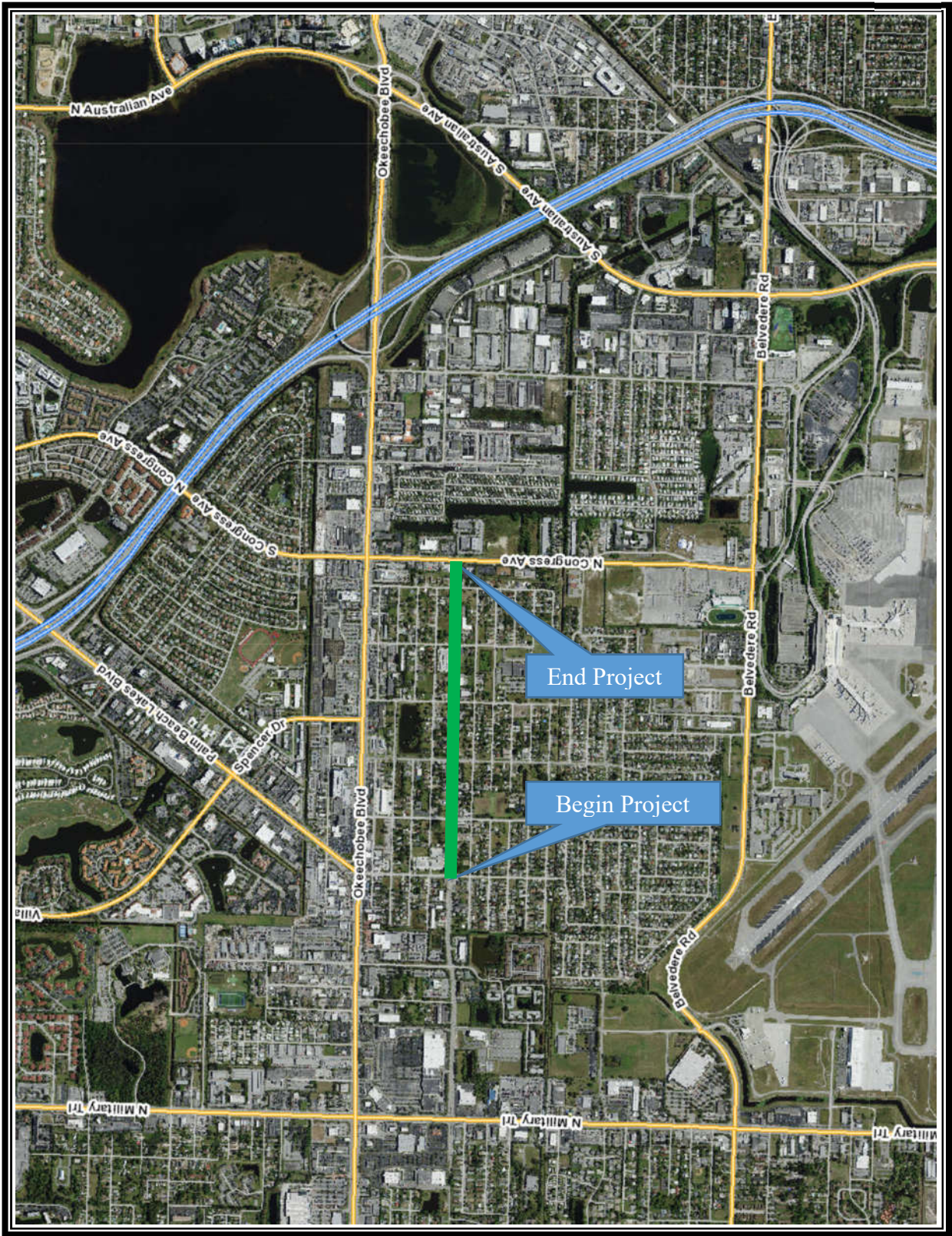
Assistant County AdministratorDate

PROJECT LOCATION

WESTGATE AVENUE

FROM WABASSO DRIVE TO CONGRESS AVENUE

PROJECT NUMBER 2019601



LOCATION MAP

CONSULTANT SERVICE AUTHORIZATION NO. 4
UNDER THE ANNUAL CONSTRUCTION ENGINEERING
INSPECTION (CEI) SERVICES CONTRACT

Project Name: **Westgate Avenue from Wabasso Drive to Congress Avenue**

Project No: **2019601**

Commission District No.: **7**

SBE Participation for this authorization is **21.51%**

SBE Participation to date for this CSA is **21.51%**

SBE Commitment is 20%

This authorization is under the EBO Ordinance.

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

Account No.: 3900-361-1950-8101/9643

Consultant Service Authorization No. 4 (CSA) to the Annual Construction Engineering Inspection (CEI) Services Contract dated July 13, 2021, (R2021-0882) (CONTRACT), between the COUNTY and the CONSULTANT identified herein is for the services described in **EXHIBIT A** and **EXHIBIT B** for this CSA.

1. CONSULTANT: Mehta and Associates, Inc.

2. Address: One Purlieu Place, Suite 100, Winter Park, FL 32792

3. CONSULTANT shall begin work promptly on the requested Services, per the schedule attached as part of **EXHIBIT A**.

4. Scope of Services to be provided by CONSULTANT: Provide professional engineering services to Palm Beach County for the Westgate Avenue from Wabasso Drive to Congress Avenue project. Provide CEI services during construction in accordance with the attached **EXHIBIT A** dated February 21, 2022.

5. The compensation to be paid CONSULTANT for providing the requested services as detailed in **EXHIBIT B** shall be:

<input checked="" type="checkbox"/> Basic Services in a lump sum fee of	\$676,033.50
<input type="checkbox"/> Reimbursable Expenses capped at	\$ 0.00
<input type="checkbox"/> Optional Services capped at	\$ 0.00
Totaling	\$676,033.50

☒ OEBO Schedules 1 & 2 **EXHIBIT C**

☒ Project History **EXHIBIT D**

6. All terms of the CONTRACT shall apply to this CSA.

CONSULTANT SERVICE AUTHORIZATION NO. 4
UNDER THE ANNUAL CONSTRUCTION ENGINEERING
INSPECTION (CEI) SERVICES CONTRACT

IN WITNESS WHEREOF, this CSA is accepted as of the date signed by the COUNTY below, subject to the terms and conditions of the aforementioned CONTRACT.

CONSULTANT: **Mehta and Associates, Inc.**
Federal ID: 59-2827930

Approved as to Terms and Conditions

Signed: _____

By: _____

Typed Name: Vipin C. Mehta, P.E.

Typed Name: Morton L. Rose, P.E.

Title: President

Title: Division Director

Date: _____

(Corporate Seal)

ATTEST WITNESS:

Signed: _____

Typed Name: _____

Title: _____

Date: _____

CONSULTANT SERVICE AUTHORIZATION NO. 4
UNDER THE ANNUAL CONSTRUCTION ENGINEERING
INSPECTION (CEI) SERVICES CONTRACT

{SIGNATURE PAGES CONTINUED}

COUNTY: **Palm Beach County**, a Political
Subdivision of the State of Florida, by and
through its Board of County Commissioners

Signed: _____

Typed Name: Gregg K. Weiss

Title: Mayor

Date: _____

ATTEST:

Joseph Abruzzo

Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

Approved as to Form and Legal Sufficiency

By: _____

Typed Name: Yelizaveta B. Herman

Title: Assistant County Attorney

F:\ROADWAY\CCNA\ANNUALS\CEI\Mehta\2019\2019601 Westgate Ave\2019601 CSA.docx

February 21st, 2022
Revised March 1st, 2022
Revised March 7th, 2022
Revised March 9th, 2022

Maroun Azzi, P.E.
Roadway Production Division
Palm Beach County
2300 North Jog Road
3rd Floor, West Wing
West Palm Beach, FL 33411

**RE: Exhibit A – Fee Proposal and Scope of Services for Construction Engineering and Inspection (CEI) Annual Services Contract 2021052 - Task Work Order 4: Westgate Avenue from Wabasso Drive to Congress Avenue
Project ID No.: 2019601
FDOT FM No.: 444371-1-58-01**

Dear Mr. Azzi,

Mehta and Associates, Inc. (MEHTA) appreciates the opportunity to submit this proposal for providing CEI Services associated with the above-referenced project. Herein, we provide a general discussion of services that we understand will be required for this project and present our Schedule of Fees for such services. It is understood that this project is receiving FHWA Federal Funding via the Florida Department of Transportation (FDOT) LAP Program. In addition to inspection and coordination, MEHTA will coordinate with and provide FDOT with all the required information to ensure compliance with all LAP requirements.

Scope of Work:

MEHTA shall provide the CEI services required for contract administration, inspection, and materials sampling and testing for the Milling and Resurfacing, Drainage improvements, Sidewalk and Pedestrian Lighting Improvements, restriping, and Traffic calming elements project. MEHTA shall perform all services necessary to properly coordinate the activities of all parties involved in completing the project, which includes maintaining complete and accurate records of all activities and events relating to the Project; properly documenting all significant project changes; assisting the county with interpreting plans, specifications, and construction contract provisions; making recommendations to the County to resolve disputes; maintaining an adequate level of surveillance of the Contractor's activities; and coordinating with FDOT to ensure LAP requirement compliance.

The CEI services and deliverables for this Contract consist of but are not limited to:

Contractor Monitoring

Monitor Contractor's work and assure that the Contractor is conducting inspections, preparing reports, and monitoring all Stormwater pollution prevention measures associated with the project. Review and monitor compliance with drawings, contract documents, and specifications.

LAP Coordination

Request and obtain access to FDOT LAP reporting documentation systems: Local Area Program Information Tool (GAP) and Equal Opportunity Compliance (EOC). Conduct and submit labor interviews for conformance with wage rates and DBE monitoring reports. Prepare and submit monthly LAP progress report(s), upload contract documents, payment applications, change orders, and related documents. Coordinate and assist the County with reimbursement package submittal.

Verification Laboratory Material Testing and Sampling Services

Provide sampling and testing of the stabilized subgrade and base material, as may be necessary; sample and perform compressive test of the structural concrete elements. See attached scope and proposal from RADISE International, L.C (RADISE).

Problem Resolution

Analyze problems that arise on a project and proposals submitted by the Contractor, prepare, and submit recommendations to the County's Project Manager, and process the necessary paperwork.

Payment Review

Produce reports; verify quantity calculations, and field measure for payment purposes as required.

Traffic Control

Review work zone traffic control plan implementation and inspection of maintenance of traffic schemes and devices in work zones to assure they are in accordance with the County's requirements.

Project Journal

Maintain both a detailed electronic and hard copy diary with accurate records of the Contractor's operations; quantities, testing data, and significant events that affect the work. Submit daily construction reports to the County's Project Manager on a weekly basis.

Project Meetings

Administer project meetings with appropriate team members in attendance; prepare and distribute meeting minutes to attendees; note changes and/or corrections and ensure all attendees approve minutes at subsequent meetings. Meetings will be scheduled as needed.

Record Drawing Review

Throughout the course of the project, review as-recorded drawings to verify the Contract Drawings are noted to reflect actual construction; review monthly status of as-recorded drawings and verify for monthly pay applications; notify the Contractor in a timely fashion of deficiencies noted; provide follow up to verify Contractor brings as-recorded drawing status up to date.

Develop a Progressive List of Items Requiring Correction

Develop and provide to the Contractor an on-going list of items requiring correction to encourage the timely correction of noted construction deficiencies; monitor construction throughout the project duration and identify deficient items; provide the Contractor with an updated list at construction meetings.

Notification of Accident Damage/Injury

Document any inspections made of property damage or personal injury accidents on site and provide a written report to the County's Project Manager; require lost-time accident reports at construction meetings.

Contract Interpretations and Modifications

Receive, log, and coordinate reviews and responses to Contractor's Requests for Information (RFI's) following Palm Beach County approval and concurrence; responses to RFI's will be provided to the Contractor within seven (7) days; after PBC concurrence, prepare and issue response letters, field orders, or Change Proposal Requests as required.

Administration of Changed Work

Track changes from initiation through completion; estimate cost and time impacts, and assist with negotiation of changes in contract time and cost; prepare change orders to incorporate changes within Contract Documents; evaluate the Project on a continual basis to determine when changes are required; include justification documents with each Change Order; maintain current status logs of all Change Proposal Requests and Change Orders; review as-recorded drawings to verify changes in work are reflected as applicable; review pay requests to verify Change Order items are broken out and that payment is not made until work is complete.

Review and Recommend Contractor's Applications for Payment to PB County

Receive and review draft applications for payment prepared by the Contractor, and note and attempt to reconcile discrepancies between Engineer's estimate of progress and Contractor's application; review draft application for payment in comparison to measured or estimated quantities; make notations of deficient work not recommended for payment until corrected; deletion of payment for stored materials and/or equipment which do not have approved shop drawings and/or proper invoices; reduction of value for partially completed items claimed as complete; return a copy of the reviewed draft to the Contractor; meet with Contractor to reconcile discrepancies; review revised application for payment and, if acceptable, recommend payment and forward to the County Project Manager for processing.

Project Closeout

Receive and review the Contractor's required substantial completion submittal, and determine if Project is ready for substantial completion inspection; develop substantial completion submittal checklist and perform the following activities: verify submittal of all required documents, review Contractor Record Drawings, perform drafting of Record Drawing revisions on reproducible set and transmit to the County's Project Manager for concurrence, review other substantial completion submittal documents for

completeness and compliance with Contract provisions, and schedule substantial completion inspection after PBC concurrence.

Conduct Substantial Completion Inspection

Coordinate, conduct, and document the substantial completion inspection; notify all project team members of date of substantial completion inspection; prepare and distribute the punch list format to the parties conducting the inspection; review progress of corrective action on punch list items, periodically updates, and re-issue; identify the tentative date of substantial completion and prepare and issue Certificate of Substantial Completion with a list of stated qualifications (punch list).

Final Completion

Receive and review the Contractor's required final completion submittal; develop final completion submittal checklist; verify submittal of all required documents and review for completeness and compliance with Contract provisions; notify County Project Manager, Contractor, and other affected parties of date of final inspection; coordinate, attend and conduct the final inspection meeting and physical walk-through of the Project. Secure and transmit to the County warranties and similar submittals required by the Contract Documents for delivery to the County and deliver all keys, manuals, and record drawings to the County. Provide Project Certification to permitting agencies based on Contractor provided Record Drawings, Tests, Product Certifications, Documents, as necessary to close out the Project. Assist the County with preparation and submittal of FOOT LAP close-out package ('Blue Folder').

Final Payment

Collect all payment documents required and forward to the Construction Project Manager for processing along with the Contractors Final Application and Certificate for Payment; finalize all project costs and determine the final adjusted amounts for construction; obtain Contractor's signature on any required Contractor's Certification or Affidavits; process and sign Final Application for Payment; prepare transmittal letter.

Construction Disputes and Claims

Review and provide initial recommendations on disputes or claims in response to written notification of claims made by the Contractor, in accordance with the provisions of the Contract Documents, asserting the right to an adjustment in either Contract Price or Contract Time.

Project Schedule

MEHTA understands the benefit of a well-developed, comprehensive schedule, for use in monitoring and tracking progress towards a timely completion. MEHTA Team's will make sure that the CPM Schedule for construction accurately depicts the project's activities and includes all the information required by the project's specifications. Once we receive the construction contract schedule, we will mobilize our staff to ensure all construction activities are inspected and conform to plans and specifications. The project schedule will parallel the construction contract schedule.

CEI Staff Tasks

CEI Senior Project Engineer: Coordinate with PBC project manager any contract related concerns throughout the duration of the TWO. Review the contractor schedule to ensure conformance with contract documents, provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations and errors in logic. Coordinate the staffing need to ensure construction activities are covered. Assist the project administrator with any technical issues that may arise during the construction duration.

CEI Project Administrator: Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues and process the necessary paperwork. Verify that the Contractor is conducting inspections, preparing reports, and monitoring all storm water pollution prevention measures associated with the project. Produce reports, verify quantity calculations, and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor. Conduct weekly/bi-weekly progress meeting and distribute minutes to all parties involved.

CEI Contract Support Specialist: Maintain and track information covering all payments issued by supplemental agreements, pay item quantities, work orders, change orders, negotiate additional work, monitor, and track all materials, progressive as-built, tracking time and preparing correspondence, prepare and process monthly estimates and the final estimate. Assists with reviews of materials testing documentation. Assist with interpretation of contract plans, specifications, procedures, and other documents for construction contract administration.

CEI Resident Compliance Specialist: Conduct and submit labor interviews for conformance with wage rates and DBE monitoring reports. Prepare and submit monthly LAP progress report(s), upload contract documents, payment applications, change orders, and related documents. Coordinate and assist the County with reimbursement package submittal. Assist the County with preparation and submittal of FDOT LAP close-out package ('Blue Folder'). Coordinate with FDOT to ensure LAP requirement compliance.

CEI Senior Inspector (MEHTA, 6 months): Monitor Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate field records of all activities and events relating to the project and properly document all project changes. Prepare daily work report (DWR) that include all activities and crews working on the project. Take

photographic documentation of pre-construction state and of noteworthy incidents or events during construction. These photographs will be filed and maintained on the Consultant's computer using a digital photo management system. Photographs will be taken the day prior to the start of construction and continue as needed throughout the project. Coordinate along with the Project Administrator and the contractor any work affecting adjacent property owners in advance of work starting.

CEI Senior Inspector (HBC Engineering Company (HBC), 10 months): Monitor Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate field records of all activities and events relating to the project and properly document all project changes. Prepare daily work report (DWR) that include all activities and crews working on the project. Take photographic documentation of pre-construction state and of noteworthy incidents or events during construction. These photographs will be filed and maintained on the Consultant's computer using a digital photo management system. Photographs will be taken the day prior to the start of construction and continue as needed throughout the project. Coordinate along with the Project Administrator and the contractor any work affecting adjacent property owners in advance of work starting.

CEI Senior Inspector Material Testing (RADISE): Perform Construction materials testing (CEI VT services) as needed for the project.

CEI Inspector (MEHTA): Monitor Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate field records of all activities and events relating to the project and properly document all project changes. Prepare daily work report (DWR) that include all activities and crews working on the project. Take photographic documentation of pre-construction state and of noteworthy incidents or events during construction. These photographs will be filed and maintained on the Consultant's computer using a digital photo management system. Photographs will be taken the day prior to the start of construction and continue as needed throughout the project. Coordinate along with the Senior Inspector and the contractor any work affecting adjacent property owners in advance of work starting.

We propose to provide the above indicated services for a Not to Exceed Amount of **\$676,033.50** ✓

We appreciate the opportunity of submitting this proposal. We look forward to working with Palm Beach County on this project.

Sincerely,

Mehta & Associates, Inc.

Asem A

Al-Turk

Asem A-Turk, P.E.

Vice President/Senior Project Engineer

Digitally signed by
Asem A Al-Turk
Date: 2022.03.09
17:10:25 -05'00'

Estimate of Work Effort and Cost

Name of Project: Westgate Avenue From Wabasso Drive to Congress Avenue				Consultant Name:Mehta and Associates, Inc.					
PBC Project Number: 2019601				Consultant Number:					
Date: 03/09/2022									
Task Description	Total Staff Hours	Staff Categories					Staff Hours By Activity	Salary Cost By Activity	Average Rate Per Task
		CEI Senior Project Engineer \$73.00 ✓	CEI Project Administrator \$50.00 ✓	CEI Contract Support Specialist \$36.00 ✓	CEI Resident Compliance Specialist \$25.00 ✓	CEI Senior Inspector \$34.00 ✓			
BASIC SERVICES									
1 1st Month of Construction	211.5 ✓	16.5	82.5	35.0	35.00	42.5	211.5 ✓	\$8,909.50 ✓	\$42.13 ✓
2 2nd Month of Construction	251.5 ✓	16.5	82.5	35.0	35.00	82.5	251.5 ✓	\$10,269.50 ✓	\$40.83 ✓
3 3rd Month of Construction	251.5 ✓	16.5	82.5	35.0	35.00	82.5	251.5 ✓	\$10,269.50 ✓	\$40.83 ✓
4 4th Month of Construction	353.0 ✓	16.5	82.5	40.00	49.00	82.5	353.0 ✓	\$12,862.00 ✓	\$36.44 ✓
5 5th Month of Construction	353.0 ✓	16.5	82.5	40.00	49.00	82.5	353.0 ✓	\$12,862.00 ✓	\$36.44 ✓
6 6th Month of Construction	353.0 ✓	16.5	82.5	40.00	49.00	82.5	353.0 ✓	\$12,862.00 ✓	\$36.44 ✓
7 7th Month of Construction	270.5 ✓	16.5	82.5	40.00	49.00	82.5	270.5 ✓	\$10,057.00 ✓	\$37.18 ✓
8 8th Month of Construction	270.5 ✓	16.5	82.5	40.00	49.00	82.5	270.5 ✓	\$10,057.00 ✓	\$37.18 ✓
9 9th Month of Construction	270.5 ✓	16.5	82.5	40.00	49.00	82.5	270.5 ✓	\$10,057.00 ✓	\$37.18 ✓
10 10th Month of Construction	270.5 ✓	16.5	82.5	40.00	49.00	82.5	270.5 ✓	\$10,057.00 ✓	\$37.18 ✓
11 11th Month of Construction	270.5 ✓	16.5	82.5	40.00	49.00	82.5	270.5 ✓	\$10,057.00 ✓	\$37.18 ✓
12 12th Month of Construction	270.5 ✓	16.5	82.5	40.00	49.00	82.5	270.5 ✓	\$10,057.00 ✓	\$37.18 ✓
13 13th Month of Construction	270.5 ✓	16.5	82.5	40.00	49.00	82.5	270.5 ✓	\$10,057.00 ✓	\$37.18 ✓
14 14th Month of Construction	256.5 ✓	16.5	82.5	40.00	35.00	82.5	256.5 ✓	\$9,707.00 ✓	\$37.84 ✓
15 15th Month of Construction	256.5 ✓	16.5	82.5	40.00	35.00	82.5	256.5 ✓	\$9,707.00 ✓	\$37.84 ✓
16 16th Month of Construction	256.5 ✓	16.5	82.5	40.00	35.00	82.5	256.5 ✓	\$9,707.00 ✓	\$37.84 ✓
Total Staff Hours (Basic Services)		264.0 ✓	1320.0 ✓	625.00 ✓	700.0 ✓	455.0 ✓	4436.5 ✓	\$167,554.50 ✓	\$37.77 ✓
Total Staff Cost (Basic Services)		\$19,272.00 ✓	\$66,000.00 ✓	\$22,500.00 ✓	\$17,500.00 ✓	\$15,470.00 ✓	\$26,812.50 ✓		
Basic Services:									
Salary Related Costs:						Contract Multiplier			
						Subtotal CEI Services (Prime Firm):			
						\$502,663.50			
						CEI Services (HBC Engineering Company)			
						CEI Services (RADISE International, L.C.)			
						Subtotal CEI Services (Subconsultants):			
						Basic Services Total:			
						\$676,033.50			
						Grand Total Estimated Fees:			
						\$676,033.50			



Revised: March 9, 2022

Sam Al-Turk, P.E. – Vice President/Senior Project Engineer
Mehta and Associates, Inc.
One Purlieu Place, Suite 100
Winter Park, FL 32792
(407) 657-6662 / aalturk@mehtaeng.com

**SUBJECT: Proposal for Construction Engineering and Inspection (CEI) Services
PBC CEI Annual Services TWO 4 - Westgate Avenue from Wabasso Drive to Congress Avenue
Project ID No. 2019601**

Dear Mr. Al-Turk,

HBC Engineering Company (HBC) is pleased to submit this proposal to provide Construction Engineering and Inspection (CEI) Services for the PBC CEI Annual Services - TWO 4: Westgate Avenue from Wabasso Drive to Congress Avenue

We understand services will be performed for:

**CEI Contract No.: 2021052 PBC CEI Annual Services
Project: Westgate Avenue from Wabasso Drive to Congress Avenue
Project ID No: 2019601
NTP for Services: Spring 2022**

We will perform the CEI Services as requested by providing a CEI Senior Inspector with an estimate of 1360.00 man-hours at $\$34.00 \times 3 = \$102.00/\text{hr}$ for a total of \$138,720.00. ✓

We appreciate the opportunity to submit this unit price proposal and look forward to working with you on this project. If you have any questions regarding this cost estimate, please contact us at (305) 232-7932.

Sincerely,

HBC Engineering Company

A handwritten signature in blue ink, appearing to read "Adebayo Coker", is written over a light blue horizontal line.

Adebayo Coker, P.E.
President

Estimate of Work Effort and Cost

Name of Project: Westgate Avenue From Wabasso Drive to Congress Avenue		Consultant Name: HBC Engineering Company (HBC)				
PBC Project Number: 2019601		Consultant Number:				
Date: 03/09/2022						
Task Description	Total Staff Hours	Staff Categories		Staff Hours By Activity	Salary Cost By Activity	Average Rate Per Task
		CEI Senior Inspector	\$34.00 ✓			
BASIC SERVICES						
1 1st Month of Construction	82.5	82.5		82.5	\$2,805.00 ✓	\$34.00 ✓
2 2nd Month of Construction	82.5	82.5		82.5	\$2,805.00 ✓	\$34.00 ✓
3 3rd Month of Construction	82.5	82.5		82.5	\$2,805.00 ✓	\$34.00 ✓
4 4th Month of Construction	92.5	92.5		92.5	\$3,145.00 ✓	\$34.00 ✓
5 5th Month of Construction	92.5	92.5		92.5	\$3,145.00 ✓	\$34.00 ✓
6 6th Month of Construction	92.5	92.5		92.5	\$3,145.00 ✓	\$34.00 ✓
7 7th Month of Construction	92.5	92.5		92.5	\$3,145.00 ✓	\$34.00 ✓
8 8th Month of Construction	82.5	82.5		82.5	\$2,805.00 ✓	\$34.00 ✓
9 9th Month of Construction	82.5	82.5		82.5	\$2,805.00 ✓	\$34.00 ✓
10 10th Month of Construction	82.5	82.5		82.5	\$2,805.00 ✓	\$34.00 ✓
11 11th Month of Construction	82.5	82.5		82.5	\$2,805.00 ✓	\$34.00 ✓
12 12th Month of Construction	82.5	82.5		82.5	\$2,805.00 ✓	\$34.00 ✓
13 13th Month of Construction	82.5	82.5		82.5	\$2,805.00 ✓	\$34.00 ✓
14 14th Month of Construction	82.5	82.5		82.5	\$2,805.00 ✓	\$34.00 ✓
15 15th Month of Construction	82.5	82.5		82.5	\$2,805.00 ✓	\$34.00 ✓
16 16th Month of Construction	82.5	82.5		82.5	\$2,805.00 ✓	\$34.00 ✓
Total Staff Hours (Basic Services)		1360.0 ✓		1360.0 ✓	\$46,240.00 ✓	\$34.00 ✓
Total Staff Cost (Basic Services)		\$46,240.00 ✓				
Basic Services:						
Salary Related Costs:				\$46,240.00 ✓		
Contract Multiplier				3.00 ✓		
Total CEI Services (HBC Engineering Company):				\$138,720.00 ✓		



Revised: March 7, 2022

Revised: March 9, 2022

Sam Al-Turk, P.E. - Vice President
Mehta and Associates, Inc.
One Purlieu Place, Suite 100,
Winter Park, FL 32792
(407) 657-6662 / ahartlief@mehtaeng.com

LAB CERTIFICATIONS



Certified



Approved



Validated

**CTQP CERTIFIED
TEAM**

USACE Certified QA Managers

Subject: Proposal for Construction Materials
Testing and Inspection Services – CEI Contract No.: 2021052 PBC Annual Services
Project: Westgate Avenue from Wabasso Drive to Congress Avenue
Project ID No: 2019601
Palm Beach County, Florida

Dear Mr. Al-Turk,

RADISE International L.C (RADISE) is pleased to submit this proposal to provide Construction Materials Testing and Inspection Services in connection with the PBC Annual CEI Services - TWO 4: Westgate Avenue from Wabasso Drive to Congress Avenue located in Palm Beach County, Florida.

We understand that the LAP project will include:

CEI Contract No.: 2021052 PBC Annual Services
Project: Westgate Avenue from Wabasso Drive to Congress Avenue
Project ID No: 2019602
RADISE Position: CEI Senior Inspector
Hours & Total: 330 / \$34,650.00
RADISE Scope Estimate: \$35.00/hr.*3 = \$105.00/hr. *330 CEI hours for a total Scope
Estimate of \$34,650.00

We will perform the CEI VT Services as requested on a unit price basis. Please see the attached cost estimate, based on our approved Palm Beach County Contract Rates.

We appreciate the opportunity to submit this unit price proposal and look forward to working with you on this project. If you have any questions regarding the unit prices or would like us to quote the project based on known quantities, please contact us at 561-841-0103.

Sincerely,
RADISE International
Infrastructure Engineers • Software Developers

Newton M. Brooks
Construction Services Manager

Gregory J. Stelmack, P.E.
Vice President

Name of Project: Westgate Avenue From Wabasso Drive to Congress Avenue		Consultant Name: RADISE International, L.C (RADISE)			
PBC Project Number: 2019601		Consultant Number:			
Date: 03/09/2022					
Task Description	Total Staff Hours	Staff Categories	Staff Hours By Activity	Salary Cost By Activity	Average Rate Per Task
BASIC SERVICES		CEI Senior Inspector \$35.00 ✓			
1 1st Month of Construction	0.0 ✓		0.0	\$0.00 ✓	\$0.00 ✓
2 2nd Month of Construction	0.0 ✓		0.0	\$0.00 ✓	\$0.00 ✓
3 3rd Month of Construction	33.0 ✓	33.00	33.00	\$1,155.00 ✓	\$35.00 ✓
4 4th Month of Construction	33.0 ✓	33.00	33.00	\$1,155.00 ✓	\$35.00 ✓
5 5th Month of Construction	33.0 ✓	33.00	33.00	\$1,155.00 ✓	\$35.00 ✓
6 6th Month of Construction	33.0 ✓	33.00	33.00	\$1,155.00 ✓	\$35.00 ✓
7 7th Month of Construction	33.0 ✓	33.00	33.00	\$1,155.00 ✓	\$35.00 ✓
8 8th Month of Construction	33.0 ✓	33.00	33.00	\$1,155.00 ✓	\$35.00 ✓
9 9th Month of Construction	33.0 ✓	33.00	33.00	\$1,155.00 ✓	\$35.00 ✓
10 10th Month of Construction	33.0 ✓	33.00	33.00	\$1,155.00 ✓	\$35.00 ✓
11 11th Month of Construction	33.0 ✓	33.00	33.00	\$1,155.00 ✓	\$35.00 ✓
12 12th Month of Construction	33.0 ✓	33.00	33.00	\$1,155.00 ✓	\$35.00 ✓
13 13th Month of Construction	0.0 ✓		0.0	\$0.00 ✓	\$0.00 ✓
14 14th Month of Construction	0.0 ✓		0.0	\$0.00 ✓	\$0.00 ✓
15 15th Month of Construction	0.0 ✓		0.0	\$0.00 ✓	\$0.00 ✓
16 16th Month of Construction	0.0 ✓		0.0	\$0.00 ✓	\$0.00 ✓
Total Staff Hours (Basic Services)	330.0 ✓	330.0 ✓	330.0 ✓	\$11,550.00 ✓	\$35.00 ✓
Total Staff Cost (Basic Services)		\$11,550.00 ✓			
Basic Services:					
Salary Related Costs:					\$11,550.00 ✓
				Contract Multiplier	3.00 ✓
				Total CEI Services (RADISE):	\$34,650.00

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Westgate Avenue from Wabasso Drive to Congress SOLICITATION/PROJECT/BID No.: 2019601

NAME OF PRIME RESPONDENT/BIDDER: Mehita and Associates, Inc. ADDRESS: One Purileu Place, Suite 100, Winter Park, FL 32792

CONTACT PERSON: Vipin C. Mehta, P.E. PHONE NO.: 407-657-6662 E-MAIL: vmehta@mehtaeng.com

SOLICITATION OPENING/SUBMITTAL DATE: September 1, 2020 DEPARTMENT: Engineering and Public Works Department

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE **PRIME CONTRACTOR/CONSULTANT** ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE	SBE	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Mehta and Associates, Inc. One Purlieu Place, Suite 100 Winter Park, FL 32792 407-657-6662	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						Asian \$502,663.50
2. HBC Engineering Company 8935 NW 35th Lane, Suite 201 Doral, FL 33172 305-232-7932	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		\$138,720.00				
3. Radise International, L.C. 4152 West Blue Heron Blvd, Suite 1114 Riviera Beach, FL 33404 561-841-0103	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						Asian \$34,650.00
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
(Please use additional sheets if necessary)					Total	\$138,720.00			\$537,313.50
Total Bid Price \$ 676,033.50					Total SBE - M/WBE Participation \$138,720.00 / 20.51%				

I hereby certify that the above information is accurate to the best of my knowledge: Jane Mehta Signature Title President

Note: 1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
3. Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2019601

SOLICITATION/PROJECT NAME: Westgate Avenue from Wabasso Drive to Congress Avenue

Prime Contractor: Mehta and Associates, Inc. Subcontractor: HBC Engineering Company

(Check box(s) that apply)

☒ SBE ☐ WBE ☒ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): May 15, 2019 - May 14, 2022

The undersigned affirms they are the following (select one from each column if applicable):

Column 1

Column 2

Column 3

☒ Male ☐ Female

☒ African-American/Black ☐ Asian American ☐ Caucasian American

☐ Supplier

☐ Hispanic American ☐ Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Construction Engineering Inspection Services				\$138,720.00 ✓

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$138,720.00 ✓

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

Mehta and Associates, Inc.

Print Name of Prime

By: Vipin C. Mehta

Authorized Signature

Vipin C. Mehta, P.E.

Print Name

President

Title

Date: 3/23/2022

HBC Engineering Company

Print Name of Subcontractor/subconsultant

By: Adebayo Coker

Authorized Signature

Print Name

President

Title

Date: 3/22/2022

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2019601

SOLICITATION/PROJECT NAME: Westgate Avenue from Wabasso Drive to Congress Avenue

Prime Contractor: Mehta and Associates, Inc.

Subcontractor: Radise International, L.C.

(Check box(s) that apply)

☐ SBE ☐ WBE ☐ MBE ☐ M/WBE ☒ Non-S/M/WBE

Date of Palm Beach County Certification (if applicable): N/A

The undersigned affirms they are the following (select one from each column if applicable):

Column 1

Column 2

Column 3

☐ Male ☒ Female

☒ African-American/Black ☒ Asian American ☐ Caucasian American
☐ Hispanic American ☐ Native American

☐ Supplier

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Construction Engineering Inspection Services				\$34,650.00 ✓

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$34,650.00 ✓

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

Mehta and Associates, Inc.

Print Name of Prime

By: Vipin C. Mehta

Authorized Signature

Vipin C. Mehta, P.E.

Print Name

President

Title

Date: 3/23/2022

Radise Int'l

Print Name of Subcontractor/subconsultant

By: Kumar Attala

Authorized Signature

Print Name

CEO

Title

Date: 03/16/22

PROJECT HISTORY

Exhibit D

Westgate Avenue from Wabasso Drive to Congress Avenue					
Project #2019601					
Authorization	Supplement	Date Approved	Total Amount	SBE Amount	SBE %
BCC	Original CSA	Pending	\$ 676,033.50	\$ 138,720.00	20.51%
Project Totals			\$ 676,033.50	\$ 138,720.00	20.51%



**Department of Engineering
and Public Works**

P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Gregg K. Weiss, Mayor
Maria Sachs, Vice Mayor
Maria G. Marino
Dave Kerner
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

January 25, 2023

Elizee Michel
Executive Director
Westgate Belvedere Homes CRA
1280 N. Congress Avenue, Suite 215
West Palm Beach, FL 33409

**RE: WESTGATE AVENUE FROM WABASSO DRIVE TO
CONGRESS AVENUE – FEDERALIZED
LAP GRANT ISSUES RESULTING FROM CRA
FUNDING DELAY
PROJECT NO. 2019601 - FDOT FM #444371-1-58-01**

Dear Mr. Michel:

Palm Beach County's Roadway Production Division has met and coordinated with the Florida Department of Transportation (FDOT) for the readvertisement, bidding and construction of the referenced project. Initially the County advertised the project for bid on 2/20/22. We anticipated receiving bids in late March 2022 and awarding the construction contract prior to the 6/27/22 deadline. This bid was cancelled because the CRA informed the County that they were not able to provide the project funding needed to execute the construction contract.

This letter serves to advise you that the FDOT has notified us that they will not delay the grant schedule to incorporate the time that the CRA took to acquire all of the necessary project funding. This means the project will show as late per the established grant schedule below.

1/25/22 Notice to Proceed Letter from FDOT
2/24/22 Deadline to Advertise
6/27/22 Deadline to Award
10/31/22 1st Invoice Deadline
12/31/23 LAP Grant Expiration Date

The CRA notified the County that funding had been acquired in November 2022 and the County began the necessary coordination with FDOT and the TPA. As a result, the following is now the projected schedule to advertise,

January 25, 2023



**Re: WESTGATE AVENUE FROM WABASSO DRIVE TO
CONGRESS AVENUE – FEDERALIZED
LAP GRANT ISSUES RESULTING FROM CRA FUNDING DELAY**

bid, award and complete construction of the project:


4/23/23 Advertise
4/30/23 Advertise
5/7/23 Advertise
5/11/23 Pre-Bid
5/30/23 Bid Opening
7/1/23 Submit 1st Invoice
8/22/23 BCC Award
10/20/23 NTP
12/31/23 Current LAP Grant Expiration Date
2/28/25 Construction Completion

As a result of the projected schedule for bids and construction, the Federal Highway Administration (FHWA) could deem the project inactive and move to de-obligate the funding. If the project is audited by FHWA at any time, and found to be non-compliant, they have the ability to require that the County return grant funds to them. If this occurs, it will be the Westgate Belvedere Homes CRA's responsibility to refund the County for this.

The County will request a time extension to the grant, but it is not guaranteed. Please note that only the work performed prior to the grant expiration date is eligible for reimbursement under the grant and the CRA will be responsible to fund the remainder of the project.

We will continue to coordinate closely with the CRA to keep all informed of the schedule and project as it progresses.

Sincerely,


for Morton L. Rose, P.E., Director
Roadway Production, Engineering & Public Works

enc: FDOT Notice to Proceed Letter dated 1/25/22
ILA between County and CRA

ec: with attachments
Patrick Rutter, Assistant County Administrator
Dorritt Miller, Assistant County Administrator
David L. Ricks, P.E., County Engineer, Engineering & Public Works
Joanne M. Keller, P.E., Deputy County Engineer, Engineering & Public Works
Steven B. Carrier, P.E. Assistant County Engineer, Engineering & Public Works
Kathleen O. Farrell, P.E., Asst. Director, Roadway Prod. Div, Eng. & Public Works

N:\ROADWAY\PRO\2019\2019601 Westgate Ave from Wabasso Dr to Congress Ave\0 - Grant Agreement and ILA\2019601 Funding Status Update.docx

January 25, 2023



**Re: WESTGATE AVENUE FROM WABASSO DRIVE TO
CONGRESS AVENUE – FEDERALIZED
LAP GRANT ISSUES RESULTING FROM CRA FUNDING DELAY**

Holly B. Knight, P.E., Contracts Mgr, Roadway Prod. Div., Eng. & Public Works
Maroun Azzi, P.E., Thoroughfare Rd Mgr, Rdwy Prod. Div., Eng. & Public Works
Melissa Hagen, Technical Assistant II, Roadway Prod. Div., Eng. & Public Works
Tiffany Thomas, Office of the Inspector General
Yelizaveta B. Herman, Assistant County Attorney
Fay Reynolds, Legal Secretary, County Attorney



Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

KEVIN J. THIBAUT, P.E.
SECRETARY

1/25/2022 | 1:34 PM EST

Holly Knight, P.E.
Palm Beach County
2300 North Jog Road
West Palm Beach, FL 33411

SUBJECT: NOTICE TO PROCEED FOR CONSTRUCTION

FM No.: 444371-1-58-01
County: Palm Beach
Contract No.: G2543
Description: Westgate Avenue from Wabasso Drive to Congress Avenue
Agency: Palm Beach County
Project Class: D

CFDA #20.205

Dear Ms. Knight:

The Local Agency (Palm Beach County) is hereby given Notice to Proceed (NTP) for Construction activities for the subject project. Please move forward with procuring a contractor for construction. The total amount of federal funds authorized for construction is **\$2,324,351.00**.

Please note that this NTP is valid for thirty (30) days from date of issuance. Local Agencies are required to advertise a project within 30 days of the NTP date per the terms of the **LAP Agreement (7B)**. This project must be advertised within thirty (30) days of this NTP. If not advertised within thirty (30) days, this NTP will be voided and reissued upon approval of Local Agency justification.

Once advertised, the Local Agency must award to a contractor within Ninety (90) days of the bid opening date. If an addendum is necessary during the advertisement period, the Local Agency must submit the addendum for review and concurrence prior to publication.

As a reminder, prior to awarding to the lowest responsive and responsible bidder/contractor, the Local Agency must receive bid concurrence from the Department. Negotiations with contractors are not permitted during the advertisement, award, or execution period of the contracting process. Once the contract between the bidder/contractor and the Local Agency has been executed, the Local Agency is to create the contract screen in Grant Management System (GAP) and upload the executed contract. This is to be done prior to scheduling the pre-construction meeting.

Please provide a notice of the preconstruction meeting to: Ms. Deborah Ihsan, FDOT District Four Construction Office, 3400 West Commercial Boulevard, Ft. Lauderdale, FL 33309-3421, and Mr. Ramon E. Alvarez.

In order to be eligible for federal reimbursement by the Department, the Local Agency must comply with all applicable procedures, standards, and directives as described in the Department's Local Agency Program Manual. **All changes must be submitted to the District in writing for approval prior to implementation.**

For reimbursement from the Department, all Local Agency invoice/reimbursement request package with supporting documentation are to be uploaded into our GAP System and an email stating that the invoice has

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www.fdot.gov

Page 2 of 2
FM# 444371-1-58-01

been submitted to D4-localprograminvoices@dot.state.fl.us for Local Program review and processing. Progressive invoicing is REQUIRED; it is the Local Agency's responsibility to ensure the contractor/consultant is invoicing, and the Local Agency, in turn, is invoicing the Department, preferably monthly but at least on a quarterly basis.

This project was authorized by the Federal Highway Administration in January 2022. The Department expects to receive invoicing materials by October 2022. Should billing not occur, FHWA may consider the project inactive and could move toward de-obligating the funding.

Please be advised that this contract will expire on **December 31, 2023** and any costs incurred after the contract expiration date are not eligible for reimbursement. If you anticipate the project will not be completed prior to the expiration date, a request for a time extension will need to be submitted to the Department for consideration. This request needs to be submitted a minimum of ninety (90) days prior to the expiration date.

Each year during the life of the project, please provide the Department a copy of the Agency Audit Report. Send this report directly to the following address as referenced in page 6 of the LAP agreement.

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

After the project is completed, please provide a signed original copy of the Final Inspection and Acceptance of Federal-Aid Project, Form 700-010-32 and Material Certification Letter as shown in the LAP Manual Chapter 23. Send this information to Mr. James Lewis, FDOT District 4 Palm Beach Operations Office, 7900 Forest Hill Blvd., West Palm Beach, FL 33413.

In compliance with Chapter 2 of the LAP Manual, Section 2.6 Performance Management, your Agency's performance on this project will be rated on several aspects, as shown on form No. 525-010-50 Local Agency Program Performance Evaluation.

Should you have any questions, please call Ramon E. Alvarez, LAP Program Coordinator, at (954) 777-4403 or email at Ramon.Alvarez@dot.state.fl.us.

Sincerely,

Mya Gray
Local Program Administrator
Florida Department of Transportation
District Four

DocuSigned by:

3FA3F38F9268404...

CC: David Young – Palm Beach County
Deborah Ihsan / Stacy Sasala – FDOT Construction
Michael Miller – FDOT Construction
Ronald Arcalas – FDOT Materials Lab
Rob Cables / James Lewis – FDOT Operations
Alexis Burrie – FDOT Operations
D4 Work Program - FDOT
Financial Services - FDOT
File

R2021 1897 DEC 21 2021

**INTERLOCAL AGREEMENT
BY AND BETWEEN PALM BEACH COUNTY
AND WESTGATE BELVEDERE HOMES COMMUNITY REDEVELOPMENT
AGENCY (CRA) FOR
WESTGATE AVENUE FROM WABASSO DRIVE TO CONGRESS AVENUE
PROJECT #2019601**

This INTERLOCAL AGREEMENT for Westgate Avenue from Wabasso Drive to Congress Avenue is made as of the _____ day of DEC 21 2021, 20____ (AGREEMENT), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY) and Westgate Belvedere Homes CRA, a Community Redevelopment Agency (AGENCY) (individually Party and collectively Parties).

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the AGENCY has identified a need to provide certain improvements, as described herein, to Westgate Avenue from Wabasso Drive to Congress Avenue (PROJECT); and

WHEREAS, the PROJECT is located on Westgate Avenue, which is a COUNTY right of way within the geographic limits of the AGENCY; and

WHEREAS, the PROJECT qualifies for a Florida Department of Transportation (FDOT) administered Local Agency Program (LAP) grant, a cost-reimbursement program where projects are submitted to the Palm Beach County Transportation Planning Agency (TPA) for ranking and prioritization for funding; and

WHEREAS, for the AGENCY to receive the benefits of the LAP grant, the COUNTY and FDOT have to enter into an agreement, outlining the terms and conditions upon which the LAP grant will be provided to the COUNTY (LAP AGREEMENT); and

WHEREAS, pursuant to FDOT District IV LAP policies, the COUNTY is required to design and construct the PROJECT; and

Page 2 of 2
FM# 444371-1-58-01

been submitted to D4-localprograminvoices@dot.state.fl.us for Local Program review and processing. Progressive invoicing is REQUIRED; it is the Local Agency's responsibility to ensure the contractor/consultant is invoicing, and the Local Agency, in turn, is invoicing the Department, preferably monthly but at least on a quarterly basis.

This project was authorized by the Federal Highway Administration in January 2022. The Department expects to receive invoicing materials by October 2022. Should billing not occur, FHWA may consider the project inactive and could move toward de-obligating the funding.

Please be advised that this contract will expire on **December 31, 2023** and any costs incurred after the contract expiration date are not eligible for reimbursement. If you anticipate the project will not be completed prior to the expiration date, a request for a time extension will need to be submitted to the Department for consideration. This request needs to be submitted a minimum of ninety (90) days prior to the expiration date.

Each year during the life of the project, please provide the Department a copy of the Agency Audit Report. Send this report directly to the following address as referenced in page 6 of the LAP agreement.

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

After the project is completed, please provide a signed original copy of the Final Inspection and Acceptance of Federal-Aid Project, Form 700-010-32 and Material Certification Letter as shown in the LAP Manual Chapter 23. Send this information to Mr. James Lewis, FDOT District 4 Palm Beach Operations Office, 7900 Forest Hill Blvd., West Palm Beach, FL 33413.

In compliance with Chapter 2 of the LAP Manual, Section 2.6 Performance Management, your Agency's performance on this project will be rated on several aspects, as shown on form No. 525-010-50 Local Agency Program Performance Evaluation.

Should you have any questions, please call Ramon E. Alvarez, LAP Program Coordinator, at (954) 777-4403 or email at Ramon.Alvarez@dot.state.fl.us.

Sincerely,

Mya Gray
Local Program Administrator
Florida Department of Transportation
District Four

DocuSigned by:

3FA3F38F9268404...

CC: David Young – Palm Beach County
Deborah Ihsan / Stacy Sasala – FDOT Construction
Michael Miller – FDOT Construction
Ronald Arcalas – FDOT Materials Lab
Rob Cables / James Lewis – FDOT Operations
Alexis Burrie – FDOT Operations
D4 Work Program - FDOT
Financial Services - FDOT
File

WHEREAS, the COUNTY may in the future modify the PROJECT within the limits of the PROJECT and the COUNTY right of way (FUTURE IMPROVEMENTS); and

WHEREAS, the COUNTY may desire to undertake the FUTURE IMPROVEMENTS before the expiration of the useful life of the PROJECT; and

WHEREAS, the FUTURE IMPROVEMENTS will require complete or partial removal and/or reconfiguration or relocation of the PROJECT from the COUNTY's right-of-way; and

WHEREAS, at the COUNTY's request, the AGENCY agrees to reconfigure and relocate or remove the PROJECT's improvements from the COUNTY's right-of-way to the COUNTY's satisfaction within 180 days of the COUNTY's request; and

WHEREAS, if the LAP AGREEMENT or any other applicable Grant Applications condition requires the COUNTY to repay or return any funds that the COUNTY expended for the PROJECT, the AGENCY agrees to fully reimburse the COUNTY; and

WHEREAS, the Parties declare it to be in the public interest for the PROJECT to be constructed; and

WHEREAS, the AGENCY is desirous of taking over maintenance responsibilities and liabilities for the PROJECT; and

WHEREAS, the COUNTY shall have the right but not the obligation to maintain the PROJECT; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree as follows:

Section 1 - Recitals - The above recitals are true and correct and are incorporated herein.

Section 2 - Scope of PROJECT

2.1 Roadway Improvements - Design, bidding and construction of the reconstruction of Westgate Avenue between Wabasso Drive and Suwanee Drive within the PROJECT from a five-lane urban section to a three-lane urban section, including the addition of bike lanes and wider sidewalks. The improvements shall be per the approved design section in the grant application.

2.2 Exemptions from Scope

- No right-of-way acquisition is anticipated as part of this PROJECT.

- No mitigation requirements are anticipated as part of this PROJECT.

Section 3 – Parties Commitments and Duties

3.1 AGENCY Commitments and Duties. Upon the effective date of the AGREEMENT, AGENCY shall perform the following duties:

- 3.1.1 Forward all grant requirements and conditions received from FDOT, to the COUNTY.
- 3.1.2 Forward all background information received for the PROJECT to the COUNTY.
- 3.1.3 Provide to the COUNTY specific guidance and information regarding the PROJECT scope (including aesthetic requirements).
- 3.1.4 Perform all public coordination and address all public information requests regarding the PROJECT.
- 3.1.5 Reconfigure and relocate or remove the PROJECT from the Westgate Avenue right-of-way, whenever COUNTY desires to proceed with the FUTURE IMPROVEMENTS. The COUNTY has the right to reconfigure and relocate or remove, or require that the AGENCY reconfigure and relocate or remove the PROJECT to the COUNTY's satisfaction within one hundred and eighty (180) days of the COUNTY's request, or be responsible for all costs and fees related to the COUNTY's reconfiguration and relocation or removal of the PROJECT from the Wellington Road, Longwood Road and Bridgeman Road right-of-way (REMOVAL COSTS). The AGENCY shall submit full payment to the COUNTY within 30 days of the date of the COUNTY's invoice of the REMOVAL COSTS.
- 3.1.6 Pay to the COUNTY all funds necessary for the design of the PROJECT by check. The AGENCY's payment amount shall cover all costs for the design consultant, advertising, COUNTY staff time, permitting, and a 25% contingency. The AGENCY shall provide the check prior to the COUNTY advertising for a design consultant, which check shall be delivered to the COUNTY within 30 days of request. COUNTY will not advertise for design consultant services before receiving payment from the AGENCY. Notwithstanding the above, the COUNTY shall provide a good faith estimate to the AGENCY for this work.
- 3.1.7 Pay to the COUNTY all funds necessary for the construction and construction engineering inspection (CEI) of the PROJECT by check, within 30 days of payment

request by COUNTY. AGENCY's payment amount shall cover all costs for the construction, advertising, COUNTY staff time, inspections, CEI, and a 25% contingency. The AGENCY shall provide the check prior to the COUNTY advertising for a construction contractor, which shall be delivered to the COUNTY within 30 days of payment request. Notwithstanding the above, the COUNTY shall provide a good faith estimate to the AGENCY for this work.

3.1.8 Pay for any supplemental services to the design contract, or change orders to the construction contract within 15 days of being notified of the proposed change order and additional costs, prior to the COUNTY authorizing those services. COUNTY will not authorize the supplemental services or change order without receiving approval for the change order or supplemental services from the AGENCY and payment from the AGENCY.

3.1.9 Any contingency funds remaining at the end of the construction phase shall be returned to the AGENCY.

3.1.10 If FDOT does not reimburse the COUNTY, the AGENCY shall not receive reimbursement funds and shall be responsible for funding the PROJECT to the conclusion of construction if notice to proceed has already been issued to the contractor or if the LAP AGREEMENT commitments require construction completion.

3.2 COUNTY Commitments and Duties. COUNTY agrees to perform the following:

3.2.1 Enter into the LAP AGREEMENT.

3.2.2 The COUNTY shall reimburse the AGENCY as funding reimbursement is received from FDOT. The amount of reimbursement will equal the grant funds received.

3.2.3 Provide a copy of all LAP AGREEMENT communications to the AGENCY.

3.2.4 Hire design consultant to produce plans, acquire necessary permits, and prepare required LAP documentation for FDOT.

3.2.5 COUNTY shall invite AGENCY to participate in the scoping of work for the PROJECT.

3.2.6 Coordinate with FDOT to meet all design phase LAP and federal requirements.

3.2.7 Prepare bid documents and contract for construction of the PROJECT, including overseeing the bidding process, and contract finalization.

3.2.8 Hire CEI or use in-house staff to administer contract for construction of the PROJECT as required by LAP. This includes all necessary coordination.

3.2.9 Return any unused funding received from the AGENCY at the conclusion and final accounting of the construction phase of the PROJECT.

3.3 Maintenance and Operation of PROJECT - Upon the COUNTY's final acceptance of the construction of the PROJECT, the COUNTY shall convey and the AGENCY shall accept full responsibility for operation and maintenance of the PROJECT. Upon the issuance of a Notice to Proceed to begin construction of the PROJECT by the COUNTY, AGENCY shall apply to the COUNTY for a right-of-way permit to allow AGENCY to perform maintenance of the PROJECT, (ROW PERMIT). Upon the COUNTY'S final acceptance of the construction of the PROJECT, the COUNTY shall be relieved of all duties and responsibilities for the PROJECT.

Section 4 - Termination

4.1 The COUNTY may elect to terminate this AGREEMENT, for any reason and at any time, including before the expiration of the useful life of the PROJECT, by providing the AGENCY written notice. Within ninety (90) days of receipt of written termination notice, the AGENCY shall reconfigure and remove all PROJECT improvements, and restore the Right of Way to its original or like condition, or be responsible for all costs and fees related to the COUNTY's REMOVAL COSTS. The AGENCY shall submit full payment to the COUNTY within 30 days of the date of the COUNTY's invoice of the REMOVAL COSTS.

4.2 Upon termination, if the LAP AGREEMENT or any other applicable LAP program grant condition requires the COUNTY to repay or return any funds that the COUNTY expended for the PROJECT, the AGENCY shall fully reimburse the COUNTY, within sixty (60) days of the COUNTY's request for reimbursement.

Section 5 - Indemnification - The AGENCY shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers free and harmless from and against any and all claims, liability, expenses, losses, costs, fines and damages or causes of action of every kind or character including attorney's fees, whether at trial or appellate levels or otherwise arising out of or related to the PROJECT, or arising during or as a result of the AGENCY's performance of the terms of this AGREEMENT, or due to the acts or omissions of the AGENCY. The AGENCY's aforesaid indemnity and hold harmless obligations shall apply to the fullest extent permitted by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall

constitute a waiver of sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes. This paragraph shall survive the expiration or termination of this AGREEMENT.

Section 6 - Enforcement Costs - In any action brought by either Party to enforce this AGREEMENT, each Party shall be responsible for its own attorney's fees and costs.

Section 7 - Independent Contractor - COUNTY and the AGENCY are and shall be, in the performance of all work, services and activities under this AGREEMENT Independent Contractors and not employees, agents or servants of the other Party. All COUNTY employees engaged in the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to COUNTY's sole direction, supervision, and control. All AGENCY employees engaged in the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to AGENCY's sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the parties relationship and the relationship of its employees to the other Party shall be that of an Independent Contractor and not as employees or agents of the other.

COUNTY does not have the power or authority to bind the AGENCY in any promise, agreement or representation.

Section 8 - Personnel - COUNTY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the AGENCY.

All of the services required hereinunder shall be performed by COUNTY or its consultant, and personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Section 9 - Insurance - Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes (STATUTE), the AGENCY represents that it is self-insured with coverage subject to the limitations of the STATUTE, as may be amended. If the AGENCY is not self-insured, the AGENCY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this AGREEMENT, insurance coverage at limits not less than those contained in the STATUTE. Should the AGENCY purchase excess liability coverage, the AGENCY agrees to include the COUNTY as an Additional Insured. The AGENCY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes. Should the AGENCY contract with a third-party (CONTRACTOR) to perform any service related to the AGREEMENT, the AGENCY shall require the CONTRACTOR to provide the following minimum insurance:

9.1 **Commercial General Liability** insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include the AGENCY and the COUNTY as Additional Insureds. The AGENCY shall also require that the CONTRACTOR include a Waiver of Subrogation against the COUNTY.

9.2 **Business Automobile Liability** insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.

9.3 **Workers' Compensation** insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the AGENCY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the AGENCY of its liability and obligations under this AGREEMENT.

Right to Review COUNTY reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the COUNTY reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operating legally.

Section 10 - Breach and Opportunity to Cure - The parties expressly covenant and agree that in the event either Party is in default of its obligations under this AGREEMENT, each Party shall have thirty (30) days written notice before exercising any of its rights.

Section 11 - Notice - All notices required or allowed under this AGREEMENT shall be in writing, and deemed sufficient to each Party when sent by United States Mail, postage prepaid, to the following:

All notices to the AGENCY shall be sent to:
Westgate Belvedere Homes CRA
1280 N. Congress Avenue, Suite 215
West Palm Beach, FL 33409
Attn: Elizee Michel, Executive Director

All notices to the COUNTY shall be sent to:

Morton L. Rose, P.E., Director, Roadway Production
Palm Beach County
Engineering and Public Works Department
P.O. Box 21229
West Palm Beach, FL 33416-1229

Section 12 - Modification and Amendment - Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith. Except that either Party may from time to time change the address to which notice under this AGREEMENT shall be given upon three (3) days prior written notice to the other Party.

Section 13 – Remedies - This AGREEMENT shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this AGREEMENT shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

Section 14 - No Waiver - Any waiver by either Party of its rights with respect to a default under this AGREEMENT, or with respect to any other matters arising in connection with this AGREEMENT, shall not be deemed a waiver with respect to any subsequent default or other matter. The failure of either Party to enforce strict performance by the other Party of any of the provisions of this AGREEMENT or to exercise any rights under this AGREEMENT shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.

Section 15 - Joint Preparation - The preparation of this AGREEMENT has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 16 - Non-Discrimination - The Parties agree to comply with the COUNTY's Nondiscrimination Policy, as described in Resolution 2017-1770, as amended, and that neither Party conducts business with nor appropriates funds to any entity that practices discrimination on the basis or race, color, national origin, disability, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

Section 17 - Execution - This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 18 - Compliance with Codes and Laws - COUNTY and AGENCY shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this AGREEMENT. COUNTY and AGENCY further agree to include this provision in all subcontracts issued as a result of this AGREEMENT.

Section 19 - Office of the Inspector General - The COUNTY has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

Section 20 - Public Entity Crime Certification - As provided in Section 287.132-133, Florida Statutes, as may be amended from time to time, by entering into this AGREEMENT or performing any work in furtherance hereof, COUNTY shall have its consultant certify that their affiliates, suppliers and sub consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

Section 21 - Severability - If any section, paragraph, sentence, clause or provision of this AGREEMENT is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this AGREEMENT.

Section 22 - Entirety of AGREEMENT - COUNTY and AGENCY agree that this AGREEMENT and the ROW PERMIT set forth the entire agreement between the Parties and there are no promises or understandings other than those stated herein.

Section 23 - Survival - The obligations, rights, and remedies of the Parties hereunder, which by their nature survive the termination of this AGREEMENT or the completion of the PROJECT, shall survive such termination or PROJECT completion and inure to the benefit of the Parties.

Section 24 - Third Party Beneficiary - No provision of this AGREEMENT is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this AGREEMENT, including, but not limited to, any citizen or employees of the COUNTY and/or the AGENCY.


Section 25 - Assignment - Neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this AGREEMENT without the prior written consent of the other.

Section 26 - Effective Date - This AGREEMENT shall become effective immediately upon the execution by both parties and upon filing with the Clerk of the Circuit Court of Palm Beach County, Florida.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this AGREEMENT for Westgate Avenue from Wabasso Drive to Congress Avenue, Project Number 2019601, on behalf of the COUNTY, and AGENCY has hereunto set its hand the day and year above written.

OWNER:

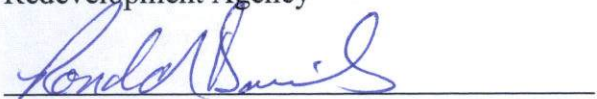
APPROVED AS TO TERMS
AND CONDITIONS

By: 

Morton L. Rose, P.E.
Director of Roadway Production

AGENCY:

Westgate Belvedere Homes Community
Redevelopment Agency



Ronald Daniels, Board Chair

ATTEST WITNESS:



Signature

ELIZEE MICHEL

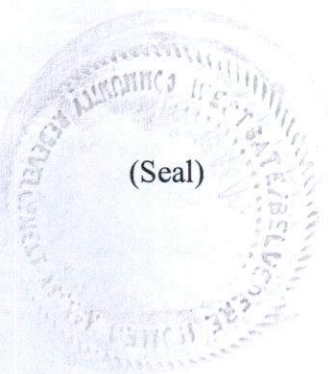
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carmen patricia Geraine

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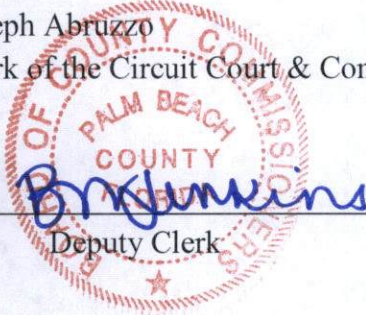
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ATTEST:

Joseph Abruzzo
Clerk of the Circuit Court & Comptroller

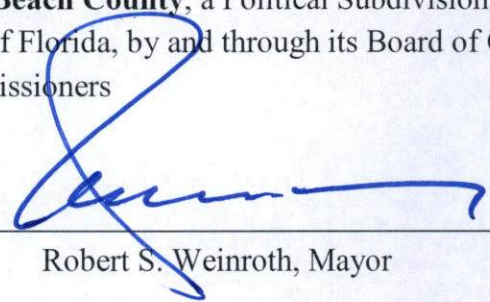
By: _____


Deputy Clerk

COUNTY:

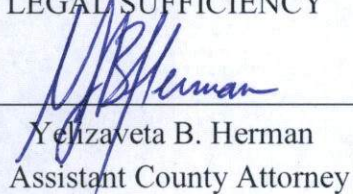
Palm Beach County, a Political Subdivision of the
State of Florida, by and through its Board of County
Commissioners

By: _____


Robert S. Weinroth, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____


Yelzaveta B. Herman
Assistant County Attorney

(Seal)

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COMMERCIAL REAL ESTATE

Westgate/Belvedere Homes CRA could partner with developer for mixed-use project



The Westgate/Belvedere CRA would partner with Danza of Westgate LLC to build a mixed-use project in Palm Beach County.

PALM BEACH COUNTY RECORDS

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Construction
Topic



Charles Lesnick
Person

Elizee Michel
Person

Aaron M. Taylor
Person



By Brian Bandell
Real Estate Editor, South Florida Business Journal
Jan 31, 2023

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The Westgate/Belvedere Homes Community Redevelopment Agency (CRA) could partner with a developer to build a mixed-use project about 10 blocks north of Palm Beach International Airport.

The Palm Beach County Zoning Commission will consider plans for Westgate Terrace on Feb. 2. It would be located on the vacant site of two acres at the southeast corner of Westgate Avenue and Seminole Boulevard. The CRA owns six of the seven parcels there. The remaining parcel at 2634 Westgate Ave. is owned by Danza of Westgate LLC, managed by Charles Lesnick in Wellington.

“The CRA wants to redevelop the Westgate Avenue corridor by cleaning vacant lots [and] demolishing dilapidated buildings to create a safer and more vibrant area where people can live and work,” said Elizee Michel, executive director of the CRA. “It is a mixed-use mixed-income proposal that provides office space, workforce housing and modern architecture to lift up the area economically and esthetically.”



The Westgate Plaza project in Palm Beach County.

WESTGATE/BELVEDERE CRA

Rising four stories, Westgate Terrace would feature 46 apartments, a 5,600-square-foot office for the CRA and 5,015 square feet of medical offices. Michel said that would include 10 apartments for workforce housing, with two of them set aside for disabled veterans.

“The developers are currently working on financing the construction,” Michel said. “Depending on the amount of government funding they receive, the majority of the units will either be affordable or workforce housing. The units, even if they are not all income restricted, will be made affordable to middle-class earners to help address the shortage of affordable housing in Palm Beach County.”

The developer is seeking a waiver to allow an entrance into the project from Nokomis Avenue with a 40-foot right-of-way, instead of 80 feet as required by county code. Aaron M. Taylor of Belle Glade-based Arc Development Global represents the CRA and the developer in the application.

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Engineering Firms in South Florida


Ranked by S. Fla. engineers, ties broken by S. Fla employees


Rank	Company	S. Fla. Engineers, Ties Broken By S. Fla Employees
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2	Stantec	100
3	BCC Engineering	72
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