

FORT PIERCE REDEVELOPMENT AGENCY

BOARD AGENDA

FPRA Regular Meeting - Tuesday, May 9, 2023 - 5:05 p.m.

City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **APPROVAL OF MINUTES**

5. **COMMENTS FROM THE PUBLIC**

Any person who wishes to comment on any subject on this agenda may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Chairperson, as this section of the Agenda is limited to fifteen minutes. The FPRA Board will not be able to take any official actions under Comments from the Public. Speakers will address the Chairperson, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

6. **CONSENT AGENDA**

- a. Approval of Contract with Journey C&D Group, Inc. to provide contractor services for the Florida Highwaymen Museum & African-American Culture Project

7. **NEW BUSINESS**

- a. Incubate Neighborhood Center Project Update

- b. The Root Update
- c. JCPenney Parking Lot Improvements
- d. Award RFP 2023-010 for Comprehensive Wayfinding Program and authorize staff to enter negotiations with the highest ranked respondent, Don Bell Signs, Inc.

8. **STAFF COMMENTS**

- a. Email from James Goertler expressing his appreciation with Redevelopment Specialist, Miriam Garcia, for her help with the Paint Program.
- b. FPRA Programs & Activities Summary

9. **BOARD COMMENTS**

10. **ADJOURNMENT**

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal and decision made by the Fort Pierce Redevelopment Agency with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such person, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the Agency for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

FPRA Regular Meeting

6. a.

Meeting Date: May 9, 2023

Re: Approval of Contract with Journey C&D Group, Inc.

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Approval of Contract with Journey C&D Group, Inc. to provide contractor services for the Florida Highwaymen Museum & African-American Culture Project

SUMMARY:

On May 2, 2023, the museum project contractor, Journey C&D Group, Inc. submitted the required documents, including the signed contract and the performance and payment bonds needed to proceed with the Florida Highwaymen Museum & African-American Culture Project. Journey C&D Group, Inc. was the highest-ranked bidder for Bid No. 2022-030 General Contractor Services - Highwaymen Museum.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Audria Moore-Wells, Special Project Coordinator

COORDINATED WITH:

Nicholas C. Mimms, P.E., ICMA-CM, City Manager
City Attorney's Office
Purchasing Division
Journey C&D Group, Inc.,
Teri R. Abstein, Grants Manager FL Department of State

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2023

Amount: \$513,945.30

OTHER INFORMATION:

Total project cost is \$513,945.30. A portion, \$483,662.00 will be funded by the African-American Historical and Cultural Grant by the Department of State. The remaining amount will be funded by the FPRA.

Attachments

Contract



THE SUNRISE CITY
FORT PIERCE
PURCHASING
DEPARTMENT

FORT PIERCE
Florida

NOTICE OF AWARD

Date: March 17, 2023

To: Journey C&D Group, Inc.
1147 NE 7th Avenue
Fort Lauderdale, FL 33304
Attn: Clifford L. Moore, Jr., CEO

Bid Proposal: Bid No. 2022-030 General Contractor Services
Highwaymen Museum

Date of Bid Opening: 3:00 PM, Tuesday, October 25, 2022

Approved by Commission: November 8, 2022

Award Amount: Not to Exceed \$513,945.30

You are hereby notified that you are the Lowest and Best Bidder on the Bid Proposal noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between the City and Contractor
Performance Bond
Payment Bond

Please take the following actions:

1. Execute Agreement and Notice of Award.
2. Have your insurance company complete bond forms and attach notarized Acknowledgment of Authorized Representative.
3. Have your insurance company complete Certificates of Insurance and Endorsements, in accordance with the requirements stated in Article 17 of the agreement.
4. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

5. Return documents enclosed within fifteen (15) days after receipt to:

Mailing Address:

Purchasing Manager
CITY OF FORT PIERCE
100 North U.S. #1
Fort Pierce, FL 34950

Delivery Address:

Purchasing Manager
CITY OF FORT PIERCE
100 North U.S. #1
Fort Pierce, FL 34950


The contract documents must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

We will return a fully executed copy of the Contract Documents and the Notice to Proceed at the Pre-Construction Conference.

OWNER:

CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34950

BY: _____


Gelencia Carter, MPA, Purchasing Manager

Date: _____

3-17-23

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:

JOURNEY C&D GROUP, INC.

BY: _____



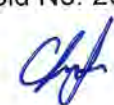
CEO

(Title)

3/17/23

(Date)

END OF SECTION





LUMP SUM CONSTRUCTION

FOR

GENERAL CONTRACTOR SERVICES HIGHWAYMEN MUSEUM

CITY OF FORT PIERCE BID NO. 2022-030

claf

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE NO.
1	DOCUMENT INCORPORATED BY REFERENCE	2
2	REPRESENTATIONS OF THE CONTRACTOR	3
3	INTENT AND INTERPRETATION	3
4	CONTRACTOR'S PERFORMANCE	4
5	TIME FOR CONTRACTOR'S PERFORMANCE, DELAYS	5
6	CONTRACT PRICE AND CONTRACT PAYMENTS	7
7	INFORMATION AND MATERIAL SUPPLIED BY THE CITY	11
8	CEASE AND DESIST/OWNER'S RIGHT TO PERFORM WORK	11
9	DUTIES, OBLIGATION, RESPONSIBILITIES OF CONTRACTOR	12
10	INDEMNITY	15
11	CLAIMS BY THE CONTRACTOR	16
12	SUBCONTRACTORS	16
13	CHANGE ORDERS	17
14	DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK	20
15	CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE	20
16	TERMINATION BY THE CITY	21
17	INSURANCE	23
18	PERFORMANCE AND PAYMENT BONDS	28
19	PROJECT RECORDS	29
20	APPLICABLE LAW	29
21	SUCCESSORS AND ASSIGNS	30
22	MISCELLANEOUS PROVISIONS	30
23	ENTIRE AGREEMENT	31
24	SEVERABILITY	31
25	WAIVER	31
26	SOVEREIGN IMMUNITY	31

AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this ___ day of _____, 202___ by and between the **FORT PIERCE REDEVELOPMENT AGENCY (FPRA), a dependent special district of the CITY OF FORT PIERCE, FLORIDA, the CITY OF FORT PIERCE**, a municipal corporation (the FPRA and the City of Fort Pierce, Florida, collectively, hereinafter the "CITY") whose address is 100 North U.S. Highway 1, Fort Pierce, Florida 34950, and **JOURNEY C&D GROUP, INC** a Florida profit corporation, whose principal address is 1147 NE 7th Avenue, Fort Lauderdale, FL 33304 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY wishes to contract for the project identified as **General Contractor Services, Bid No. 2022-030, Fort Pierce, Florida**, and

WHEREAS, the CONTRACTOR has represented to the CITY that its staff is qualified to provide the Work required in this Agreement in a professional and timely manner as detailed in their General Contractor Services, Bid No. 2022-030 Bid Submission, and

WHEREAS, the CITY has relied upon the above representations by the CONTRACTOR, and

WHEREAS, the CITY's Representative and the Project Manager, as designated by the City Manager, have recommended that an agreement for aforesaid construction be entered into with the CONTRACTOR.

NOW, THEREFORE, for and in consideration of these premises, of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1 DOCUMENTS INCORPORATED BY REFERENCE

This Agreement is for Work to be completed on the renovation to an existing two-story, 3,200 square feet building known as the Jackie L. Canyon Building located at 1234 Avenue D, Fort Pierce, FL 34950 (hereinafter the "Project"). This Work includes HVAC replacement, decorative security fencing; upgrade five (5) exterior doors; complete demolition of kitchen, installation of new flooring, cabinets, countertops, new appliances, and install wood shutters; install brick pavers; install LED track lighting; remove and replace flooring on both floors; repair, patch, prime, and paint interior walls; install custom window coverings in the main gallery; and install new generator with transfer switch. The Agreement further includes the Building Plans, Specific Purpose Survey, Electrical Plan, and the following:

1. Exhibit "A" – Scope of Work
2. Exhibit "B" – General Conditions
3. Exhibit "C" – Contract Forms

All of which are hereby incorporated herein by reference and made a part hereof (hereinafter collectively referred to as the "Contract Documents"). Any Change Orders, Construction

Change Directives, Directions for a Minor Modification in the Work issued by the CITY, and any other amendments executed by the CITY and the CONTRACTOR hereafter shall become and be a part of this Agreement. Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this Agreement. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed to be required in all documents. Where terms found in Exhibit "B," "General Conditions" conflict with this Agreement's terms, the Agreement terms shall prevail.

ARTICLE 2 REPRESENTATIONS OF THE CONTRACTOR

In order to induce the CITY to execute this Agreement and recognizing that the CITY is relying thereon, the CONTRACTOR, by executing this Agreement, makes the following express representations to the CITY:

2(A) The CONTRACTOR is fully qualified to act as the general contractor for the Project and has, and shall maintain, any and all licenses, permits, or other authorizations necessary to act as the general contractor for, and to construct the Project.

2(B) The CONTRACTOR has become familiar with the Project sites and the local conditions under which the Project is to be constructed and operated.

2(C) The CONTRACTOR has received, reviewed, and examined all of the documents which make up this Contract, including, but not limited to all plans and specifications, and has found them to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated and sufficient for construction.

ARTICLE 3 INTENT AND INTERPRETATION


With respect to the intent and interpretation of this Contract, the CITY and the CONTRACTOR agree as follows:

3(A) This Agreement (along with its Exhibits), together with the CONTRACTOR'S and Surety's performance and payment bonds for the Project constitute the entire and exclusive agreements between the parties with reference to the Project, and said Agreement supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.

3(B) Anything that may be required, implied, or reasonably inferred by the documents which make up this Agreement, or any one or more of them, shall be provided by the CONTRACTOR for the Contract Price.

3(C) Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the CITY and any person except the CONTRACTOR.

3(D) When a word, term, or phrase is used in this Agreement, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the



construction industry, according to its common and customary usage.

3(E) Wherever this Agreement calls for "strict" compliance or conformance with the Contract Documents as to matters other than compliance with time limits, providing an updated schedule, or claim and change order procedures, the term shall mean within tolerances as described specifically in the Contract Documents, or if not specifically described, within industry standards and tolerances for deviation for the specific item or procedure in question.

3(F) The words "include," "includes," or "including," as used in this Agreement, shall be deemed to be followed by the phrase, "without limitation."

3(G) The listing herein of any items as constituting a material breach of this Agreement shall not imply that any other, non-listed item will not constitute a material breach of this Agreement.

3(H) The CONTRACTOR shall have a continuing duty to read, examine, review, compare, and contrast each of the documents which make up this Agreement, shop drawings, and other submittals and shall give written notice to the CITY of any conflict, ambiguity, error, or omission which the CONTRACTOR may find with respect to these documents, before proceeding with the affected work. The express or implied approval by the Project Manager, as designated by the City Manager, of any shop drawings or other submittals shall not relieve the CONTRACTOR of the continuing duties imposed hereby, nor shall any such approval be evidence of the CONTRACTOR's compliance with this Contract. The CITY has prepared documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. The CONTRACTOR shall not be liable to the CITY for damage resulting from errors, inconsistencies, or omissions in the Contract Documents unless the CONTRACTOR recognized, or reasonably should have recognized, such error, inconsistency, or omission and knowingly failed to report it to the CITY or Project Manager, as designated by the City Manager. If the CONTRACTOR performs any activity knowing it involves an error, inconsistency, or omission which was recognized, obvious, or reasonably should have been recognized, without such notice to the CITY, the CONTRACTOR shall assume responsibility for such performance and shall bear the costs for correction.

3(I) In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

- (1) As between this document and the plans or specifications, this document shall govern.
- (2) In the case of any conflict, discrepancy, or inconsistency among any of the other Contract Documents, the CONTRACTOR shall notify the CITY immediately upon discovery of same for resolution.

ARTICLE 4 CONTRACTOR'S PERFORMANCE

The CONTRACTOR shall perform all of the work required, implied, or reasonably inferable from this Agreement including, but not limited to, the following:

4(A) The CONTRACTOR will complete the entire work described in the Contract Documents, except as specifically identified therein as the work of other parties, in accordance with the terms herein, Exhibit "A," Scope of Work, all as may be amended from time to time.

4(B) The furnishing of any and all required surety bonds and insurance certificate(s) and endorsement(s) to the CITY.

4(C) The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, disposal, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits or licenses required for the construction of the Project.

4(D) The creation and maintenance of a detailed and comprehensive copy of the drawings, specifications, addenda, Change Orders, and other modifications depicting all as-built construction. Said items shall be submitted to the CITY, along with other required submittals upon Completion of the Project, and receipt of same by the CITY shall be a condition precedent to final payment to the CONTRACTOR. The CONTRACTOR shall prepare and submit final as-built drawings to the CITY.

ARTICLE 5 TIME FOR CONTRACTOR'S PERFORMANCE; DELAYS

5(A) The CONTRACTOR shall commence the performance of this Agreement on the date set forth in the Notice to Proceed issued by the Project Manager, as designated by the City Manager, and shall diligently continue its performance to and until Completion of the Project. **The CONTRACTOR shall accomplish Substantial Completion within 90 calendar days and Final Completion in 120 calendar days of permits being obtained hereinafter the "Contract Time"**). By signing this Agreement, the CONTRACTOR agrees that the Contract Time is a reasonable time for accomplishing Completion of the Project. There will be no monetary early completion incentive. The CONTRACTOR shall submit its initial progress schedule in accord with Article 9(G) below.

5(B) The CONTRACTOR shall pay the CITY the sum of **\$250.00 per day** for each and every calendar day of unexcused delays in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the CITY, estimated at the time of executing this Agreement. When the CITY reasonably believes that Substantial Completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving Substantial Completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

5(C) The term "Substantial Completion," as used herein, shall mean that point at which, as certified in writing by the CONTRACTOR and approved by the CITY, the Project is at a level of completion in strict compliance with this Agreement such that the CITY or its designees can enjoy beneficial use or occupancy and can legally occupy, use, or operate it in all respects, for

its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed "substantially complete," and such partial use or occupancy shall not be evidence of Substantial Completion.

5(D) All limitations of time set forth herein are material and are of the essence of this Agreement.

5(E) CONTRACTOR agrees to punctually and diligently perform all parts of the Work at the time scheduled as provided herein. In this connection, CONTRACTOR agrees that it will keep himself continually informed of the progress of the job and will, upon its own initiative, confer with the CITY and the Project Manager, as designated by the City Manager, so as to plan its Work in coordinated sequence with the Work of the CITY and of others and so as to be able to expeditiously undertake and perform its Work at the time most beneficial to the entire Project. The CONTRACTOR will be liable for any loss, costs, or damages sustained by the CITY for delays in performing the Work hereunder, other than for excusable delays, as set forth in 5(F) below, for which CONTRACTOR may be granted a reasonable extension of time.

5(F) If the CONTRACTOR is delayed at any time in the progress of the Work by any separate contractor employed by the CITY, changes in the Work, wars, civil commotions, epidemics, public health emergencies, government regulations, labor disputes, fire, unusual delay in transportation, severe weather conditions, unavoidable casualties, delays specifically authorized by the CITY, or by causes beyond the CONTRACTOR's control, avoidance, or mitigation, and without the fault or negligence of the CONTRACTOR or any subcontractor or supplier at any tier, then the Contract Time shall be extended by Change Order for such reasonable time, if any, as the CITY may determine that such event has delayed the progress of the Work, or overall completion of the Work if the CONTRACTOR complies with the notice and documentation requirements set forth herein.

If the CONTRACTOR is delayed, obstructed, hindered, or interrupted for a period of time exceeding seven (7) consecutive calendar days by any act or neglect of the CITY, an adjustment shall be made for any increase in the direct cost of performance of this Agreement (excluding profit, extended home office overhead, incidental or consequential damages, or disruption damages) and the Agreement modified in writing accordingly. Delays without compensation to the CONTRACTOR as a direct result of an act or neglect of the CITY or Project Manager, as designated by the City Manager, cannot exceed forty-five (45) days in the aggregate over the term of the project. The CONTRACTOR must assert its right under this Article by giving written notice to the CITY, with a copy to the Project Manager, as designated by the City Manager, within ten (10) calendar days of the beginning of a delay, obstruction, hindrance, or interruption by the CITY. No adjustment shall be made for any delay, obstruction, hindrance, or interruption after final payment under this Agreement or to the extent that performance would have been so delayed, obstructed, hindered, or interrupted by any other cause, including, but not limited to, concurrent cause or fault or negligence of the CONTRACTOR, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Agreement. The direct costs described above shall be limited to those direct costs attributable solely to this Project and shall be subject to documentation and verification of costs as required by the CITY. If unit prices are established in the Contract Documents or subsequently agreed upon, they shall form the basis for cost calculations under any claims for delay.

Any claim for extension of time shall be made in writing to the CITY, with a copy to the Project Manager, as designated by the City Manager, , not more than ten (10) calendar days



from the beginning of the delay. The notice shall indicate the cause of delay upon the progress of Work. If the cause of the delay is continuing, the CONTRACTOR must give such written notice every ten (10) calendar days. Within ten (10) calendar days after the elimination of any such delay, the CONTRACTOR shall submit further documentation of the delay and a formal Change Order request for an extension of time for such delay.

The written request for a time extension shall state the cause of the delay, the number of calendar days extension requested, and such analysis and other documentation as is reasonably requested by the CITY or the Project Manager, as designated by the City Manager, to demonstrate a delay in the progress of the Work or the overall Project completion. If the CONTRACTOR does not comply with the above notice and documentation requirements, the claim for the delay shall be waived by the CONTRACTOR. The above notice and documentation requirements shall also be a condition precedent to the CONTRACTOR's entitlement to any extension of time.

Extensions of time will be the CONTRACTOR'S primary remedy for any and all delays, obstructions, hindrances, or interference. Payment or compensation for direct costs only (as set forth above) may be made to the CONTRACTOR for hindrances or delays solely caused by the CITY if such delays or hindrances are within the CITY's ability to control and are not partially caused by the CONTRACTOR or any of its agents, subcontractors, or others for whom it is responsible. No payment or compensation will be made for interference, obstructions, hindrances, or delays which are not solely caused by the CITY or which arise from the CITY's actions under Article 8.

Without limitation, the CITY's exercise of its rights under the changes clause, regardless of the extent or number of such changes, or the CITY's exercise of any of its remedies or any requirement to correct or re-execute defective work, shall not under any circumstances be construed as delays, hindrances, or interference compensable further than as described herein.

ARTICLE 6 CONTRACT PRICE AND CONTRACT PAYMENTS

6(A) Based on the Scope of Work, identified as **Bid No. 2022-030, General Contractor Services – Highwaymen Museum**, all of which are hereby incorporated herein by reference and made a part hereof, the CONTRACTOR shall provide all labor and materials required to complete construction as prescribed in the aforementioned Drawings and Specifications, for the sum not to exceed: **\$513,945.30** (hereinafter the "Contract Amount").

6(B) Prior to review of the first Payment Request, the CONTRACTOR must submit to the CITY and receive the CITY's approval for the schedule of values apportioning the entire Contract Amount among the different elements of the Project (hereinafter the "Schedule of Values") for purposes of periodic and final payment. The Schedule of Values shall be presented in whatever format, with such detail including labor and material breakout, and backed up with whatever supporting information the CITY requests (see also the specifications for additional information). The CONTRACTOR shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the CONTRACTOR shall constitute a material breach of this Agreement. The Schedule of Values will be utilized for the CONTRACTOR's Payment Requests but shall only be so utilized after it has been approved in writing by the CITY.

6(C) The CITY shall pay the Contract Amount to the CONTRACTOR in accordance with the procedures set forth herein. On or before the tenth (10th) calendar day of each month after commencement of performance, but no more frequently than once monthly, the CONTRACTOR may submit a Payment Request for the period ending the last calendar day of the previous month (hereafter the "Payment Request"). Said Payment Request shall be in such format and include whatever supporting information as may be required by the CITY or the Project Manager, as designated by the City Manager.

Therein, the CONTRACTOR may request payment for ninety percent (90%) of that part of the Contract Amount allocable to Agreement requirements properly provided, labor, materials, and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site, or elsewhere if offsite storage is approved in writing by the CITY or Project Manager, as designated by the City Manager, less the total amount of previous payments received from the CITY. Payment for materials stored offsite shall be at the discretion of the CITY and if approved, the CONTRACTOR shall provide appropriate documentation to substantiate materials are stored in a bonded warehouse or facility, title or other proof of ownership has been transferred to the CITY, and that materials have been purchased and paid for by the CONTRACTOR. Copies of paid invoices must be submitted to the Project Manager, as designated by the City Manager, with Payment Request. Risk of loss shall be borne by, and insurance must be provided by, the CONTRACTOR while in storage and in transit. Hard cost of Builders Risk Insurance is to be paid by CONTRACTOR and such cost is not subject to CONTRACTOR'S fee.

Amounts reflected in Change Orders may be included in Payment Requests to the extent they are not in dispute and subject to final approval of cost to the CITY for such changes in the Work.

Each Payment Request shall be signed by the CONTRACTOR and shall constitute the CONTRACTOR'S representation that the quantity of Work has reached the level for which payment is requested, that the Work has been properly installed or performed in strict compliance with this Agreement, and that the CONTRACTOR knows of no reason why payment should not be made as requested.

Thereafter, the Project Manager, as designated by the City Manager, shall review the Payment Request and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Payment Request and is as required by this Agreement. The amount of each such payment shall be the amount approved for payment by the Project Manager, as designated by the City Manager, , less such amounts, if any, otherwise owing by the CONTRACTOR to the CITY or which the CITY shall have the right to withhold as authorized by this Agreement, subject to approval by the CITY. Approval of the CONTRACTOR'S Payment Requests shall not preclude the CITY from the exercise of any of its rights as set forth herein.

The submission by the CONTRACTOR of a Payment Request also constitutes an affirmative representation and warranty that all work for which the CITY has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the CONTRACTOR shall, as required by the CITY, also furnish to the Project Manager, as designated by the City Manager, properly executed waivers of lien or claim, in a form acceptable to the CITY, from all subcontractors, material, men, suppliers, or others having lien or claim rights, wherein said subcontractors, material, men, suppliers, or others

having lien or claim rights, shall acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any liens, lien rights, or other claims relating to the Project site. Furthermore, the CONTRACTOR warrants and represents that, upon payment of the Payment Request submitted, title to all work included in such payment shall be vested in the CITY, even though responsibility for the care and maintenance of said work rests with CONTRACTOR until Substantial Completion of contracted Project.

6(D) When payment is received from the CITY, the CONTRACTOR shall promptly pay all subcontractors, material men, laborers, and suppliers the amounts they are due for the work covered by such payment.

6(E) Neither payment to the CONTRACTOR, utilization of the Project for any purpose by the CITY, nor any other act or omission by the CITY shall be interpreted or construed as an acceptance of any Work of the CONTRACTOR not strictly in compliance with this Agreement.

After written notice to the CONTRACTOR and a reasonable opportunity to cure, the CITY shall have the right to refuse to make payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to the CONTRACTOR due to:

- (1) The quality of a portion, or all, of the CONTRACTOR's work not being in requirements of this Agreement; or
- (2) The quantity of the CONTRACTOR's work not being as represented in the CONTRACTOR's Payment Request, or otherwise; or
- (3) The CONTRACTOR's rate of progress being such that, in the opinion of the Project Manager, as designated by the City Manager,, Substantial Completion may be inexcusably delayed; or
- (4) The CONTRACTOR's failure to use Contract funds, previously paid the CONTRACTOR by the CITY to pay CONTRACTOR's project-related obligations including, but not limited to, subcontractors, laborers, and material and equipment suppliers; or
- (5) Claims made, or likely to be made, against the CITY or its property for which the CONTRACTOR or its agents or subcontractors or others for whom it is responsible are, or reasonably appear to be at fault; or
- (6) Loss caused by the CONTRACTOR; or
- (7) The CONTRACTOR's failure or refusal to perform any of its obligations to the CITY after written notice and a reasonable opportunity to cure as set forth above.

In the event that the CITY makes written demand upon the CONTRACTOR for amounts previously paid by the CITY as contemplated in this Subarticle 6(E), the CONTRACTOR shall promptly comply with such demand. As applicable under Florida law, the CITY's rights hereunder survive the term of this Agreement, are not waived by final payment and/or acceptance, and are in addition to CONTRACTOR's obligations in Article 14 and elsewhere herein.

6(F) When the CONTRACTOR believes that Substantial Completion has been achieved, the CONTRACTOR shall notify the CITY in writing and shall furnish a listing of those matters yet to be finished. The Project Manager, as designated by the City Manager, will thereupon conduct a site review to confirm that the Work is in fact substantially complete. Upon confirmation that the CONTRACTOR's Work is substantially complete, the Project Manager, as designated by the City Manager, will therein set forth the date of Substantial Completion for approval. After approval, the CITY will so notify the CONTRACTOR. If the Project Manager, as designated by the City Manager, through his review, fails to find that the CONTRACTOR's work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion review, the CONTRACTOR shall bear the cost of such repeat site review(s), which cost may be deducted by the CITY from any payment then or thereafter due to the CONTRACTOR.

Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion.

Upon Substantial Completion, the CITY shall pay the CONTRACTOR an amount sufficient to increase total payments to the CONTRACTOR to one hundred percent (100%) of the Contract Amount less any amounts attributable to damages, and less one hundred fifty percent (150%) of the costs, as reasonably determined by the CITY for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims. Such a calculation by the Project Manager, as designated by the City Manager, of costs for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims shall not bar the CITY from exercise of its rights elsewhere herein, in Article 16 below, or otherwise as provided by law for any incomplete, defective or nonconforming work or claims which are discovered by the CITY after the date of making such calculation or after the date of any partial or final payment, whether or not such incomplete, defective, or nonconforming work or claims were obvious or should have been discovered earlier.

6(G) When the Project is complete and the CONTRACTOR is ready for a final review, they shall notify the CITY or the Project Manager, as designated by the City Manager, thereof in writing. Thereupon, the Project Manager, as designated by the City Manager, will perform a final inspection of the Project. If the Project Manager, as designated by the City Manager, concurs that the Project is complete and in full accordance with this Agreement and that the CONTRACTOR has performed all of their obligations to the CITY hereunder, the CONTRACTOR will furnish a final Request for Payment to the CITY certifying to the CITY that the Project is complete and the CONTRACTOR is entitled to the remainder of the unpaid Contract Amount, less any amount withheld pursuant to this Agreement. If the Project Manager, as designated by the City Manager, is unable to issue his final Approval for Payment and is required to repeat the final inspection of the Project, the CONTRACTOR shall bear the cost of such repeat inspection(s), which costs may be deducted by the CITY from the CONTRACTOR's final payment;

6(H) In addition to other remedies of the CITY, actual damages may be withheld or collected for failure to meet the date for Final Completion as set forth in Article 5(A) above.

6(I) The CITY shall, subject to its rights set forth in Subarticle 6 above, endeavor to make final payment of all sums due the CONTRACTOR within thirty (30) calendar days of the final Request for Payment, with the exception of items in dispute or concerning which the Project

Manager, as designated by the City Manager, has exercised any of his rights to investigate or remove.

ARTICLE 7 INFORMATION AND MATERIAL SUPPLIED BY THE CITY

7(A)(i) The CITY shall furnish to the CONTRACTOR, prior to the execution of this Agreement, any and all written and tangible material in its possession concerning existing site conditions within the limits of the Project. Such written and tangible material is furnished to the CONTRACTOR only in order to make complete disclosure of such material as being in the possession of the CITY and for no other purpose. By furnishing such material, the CITY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all.

7(A)(ii)(a) Differing Site Conditions: The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the Project Manager, as designated by the City Manager, in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in the Agreement, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Agreement. The Project Manager, as designated by the City Manager, shall investigate the conditions, and if it is discovered that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performance of any part of the Work under this Agreement, whether or not changed as a result of such conditions, an adjustment shall be made, through negotiation and mutual agreement, and the Agreement modified in writing accordingly.

7(A)(ii)(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required herein: provided, however, the time prescribed therefore may be extended by the CITY.

7(A)(ii)(c) No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

7(B) The CONTRACTOR is responsible for obtaining all permits required. The CITY is responsible for payment of all permit fees. The CONTRACTOR shall coordinate with the CITY and all other authorities having jurisdiction.

7(C) The City Manager and the Project Manager, as designated by the City Manager, shall be the sole authorized representatives of the CITY. Other than in matters of public safety or in time of natural disaster or crisis, the CONTRACTOR shall not take direction or act upon information from any CITY personnel other than the Project Manager, as designated by the City Manager. This provision shall in no way limit the authority of the Finance Director as described herein or of the CITY'S City Attorney's Office or Building Department.

ARTICLE 8 CEASE AND DESIST ORDER OWNER'S RIGHT TO PERFORM WORK

8(A) In the event the CONTRACTOR fails or refuses to perform the Work, or any separable part thereof, as required herein, or with the diligence that will ensure its proper, timely



completion in accordance with the Contract Documents, the Project Manager, as designated by the City Manager, may instruct the CONTRACTOR, by written notice, to cease and desist further Work, in whole or in part, or to correct deficient Work. Upon receipt of such instruction, the CONTRACTOR shall immediately cease and desist, or proceed, as instructed by the CITY. In the event the Project Manager, as designated by the City Manager, issues such instructions to cease and desist, the CONTRACTOR must, within seven (7) calendar days of receipt of the Project Manager's, as designated by the City Manager, instructions, provide a written, verified plan to eliminate or correct the cause of the Project Manager's, as designated by the City Manager, order, which plan appears to the Project Manager, as designated by the City Manager, to be reasonable, actually attainable, and in good faith. In the event that the CONTRACTOR fails and/or refuses to provide such a plan or diligently execute an approved plan, then the CITY shall have the right, but not the obligation, to subcontract the Work, or any portion thereof, with its own forces, or with the forces of another contractor, and the CONTRACTOR shall be fully responsible and liable for the costs of the CITY performing such work, which costs may be withheld from amounts due to the CONTRACTOR from the CITY. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the CITY may have against the CONTRACTOR.

If Work completed by the CITY or other contractors affects, relates to, is to be attached onto, or extended by later Work of the CONTRACTOR, the CONTRACTOR shall, prior to proceeding with the later Work, and to the extent visible, report any apparent defects or variance from the Agreement requirements which would render the CONTRACTOR's later Work not in compliance with the Agreement requirements or defective or not in compliance with warranties or other obligations of the CONTRACTOR hereunder.

8(B) The provisions of this article shall be in addition to the CITY's ability to remove portions of the Work from this Agreement and complete it separately.

ARTICLE 9 DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations and responsibilities of the CONTRACTOR set forth in the Contract Documents, the CONTRACTOR shall have and perform the following duties, obligations, and responsibilities to the CITY:

9(A) Reference is hereby made to the continuing duties set forth in Subarticle 3(H) which are by reference hereby incorporated in this Subarticle 9(A). The CONTRACTOR shall not perform Work without adequate plans and specifications, or without, as appropriate, approved shop drawings or other submittals. If the CONTRACTOR performs work knowing or believing, or if through exercise of reasonable diligence, they should have known that such work involves an error, inconsistency or omission in the Agreement without first providing written notice to the Project Manager, as designated by the City Manager, , the CONTRACTOR shall be responsible for such Work and shall correct same bearing the costs set forth in Article 3(H) above.

9(B) All Work shall strictly conform to the requirements of this Agreement. To that end, the CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless otherwise specified in the Contract Documents.



9(C) The Work shall be strictly supervised, the CONTRACTOR bearing full responsibility for any and all acts, errors, or omissions of those engaged in the Work on behalf of the CONTRACTOR, including, but not limited to, all subcontractors and their employees. The CONTRACTOR shall maintain an on-site superintendent while any portion of the Work is being performed.

9(D) The CONTRACTOR hereby warrants that all laborers furnished under this Agreement shall be qualified and competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new (unless otherwise specified) and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Agreement. Any work not strictly complying with the requirements of this Subarticle shall constitute a breach of this CONTRACTOR'S warranty.

9(E) The CONTRACTOR will be responsible for acquiring the permit(s) and calling for routine inspections. The CONTRACTOR will cooperate with and abide by the decision of inspectors having jurisdiction. The CONTRACTOR shall comply with all legal requirements applicable to the Work.

9(F) The CONTRACTOR shall employ and maintain at the Project site only competent, qualified full time supervisory personnel, augmented with part time and offsite supervision, to be identified in the approved general conditions. **Key supervisory personnel assigned by the CONTRACTOR to this Project are as follows:**

NAME	FUNCTION
Clifford L. Moore, Jr.	Construction Manager
Jarad Wahl	Operations Manager
Jennifer Tiffeau	Project Manager

If at any time the Project Manager, as designated by the City Manager, reasonably determines that any employee of the CONTRACTOR is not properly performing the Work in the best interest of the project, or is hindering the progress of the Work, or is otherwise objectionable, the Project Manager, as designated by the City Manager, shall so notify the CONTRACTOR, whom shall replace the employee as soon as possible, at no increased cost to the CITY.

9(G) The CONTRACTOR must submit to the CITY and the Project Manager, as designated by the City Manager, the CONTRACTOR's schedule for completing the Work prior to submittal of the first application for payment. The Project Manager, as designated by the City Manager, will not review any payment request until such schedule has been submitted and approved. Such schedule shall be in a form as specified in the plans which shall provide for expeditious and practicable construction of the Project. The CONTRACTOR'S schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total project. Each such revision shall be furnished to the CITY and the Project Manager, as designated by the City Manager. Strict compliance with the requirements of this Subarticle 9(G) shall be a condition precedent to payment to the CONTRACTOR and failure by the CONTRACTOR to strictly comply with said requirements shall constitute a material breach of this Agreement.

9(H) The CONTRACTOR shall keep an updated copy of the Contract Documents at the site. Additionally, the CONTRACTOR shall keep a copy of approved shop drawings and other



submittals. All of these items shall be available to the Project Manager, as designated by the City Manager, during all regular business hours.

9(I) Shop drawings and other such submittals from the CONTRACTOR do not constitute a part of the Agreement. The CONTRACTOR shall not do any work requiring shop drawings or other submittals unless such has been approved in writing by the Project Manager, as designated by the City Manager, or as required by the Contract Documents. All work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents or Agreement requirements. However, approval by the Project Manager, as designated by the City Manager, shall not be evidence that work installed pursuant thereto conforms with the requirements of this Agreement, and shall not relieve the CONTRACTOR of responsibility for deviations from the Agreement unless the Project Manager, as designated by the City Manager, has been specifically informed of the deviation by a writing incorporated in the submittals and has approved the deviation in writing.

The delivery of submittals shall constitute a representation by the CONTRACTOR that it has verified that the submittals meet the requirements of the Agreement, or will do so, including field measurements, materials, and field construction criteria related thereto.

The Project Manager, as designated by the City Manager, shall have no duty to review partial submittals or incomplete submittals. The CONTRACTOR shall have the duty to carefully review, inspect, examine, and physically stamp and sign any and all submittals before submission of same to the Project Manager, as designated by the City Manager .

9(J) The CONTRACTOR shall maintain the Project site and adjacent areas affected by its Work and/or the acts of its employees, material, men, and subcontractors in a reasonably clean condition during performance of the Work. Upon Substantial Completion, the CONTRACTOR shall thoroughly clean the Project site of all debris, trash, and excess materials or equipment. If the CONTRACTOR fails to do so, the CITY may complete the cleanup, by its own forces or by separate contract, and shall be entitled to charge the CONTRACTOR for same through the collection or withholding of funds through the mechanisms provided elsewhere herein.

9(K) At all times relevant to this Agreement, the CONTRACTOR shall permit the CITY and its consultants to enter upon the Project site and any offsite lay down areas, and to review or inspect the Work and any materials on any such site, without formality or other procedure.

9(L) The CONTRACTOR recognizes that the CITY may enter into other contracts to perform work relating to the Project, or to complete portions of the Work itself, the CONTRACTOR shall ensure that its forces reasonably accommodate the forces of the CITY and other contractors hired by the CITY. The CONTRACTOR shall coordinate its schedule with the work of other contractors. If the CONTRACTOR claims that delay or damage results from these actions of the CITY, it shall promptly submit a claim as provided herein.

9(M) PROTECTION OF PERSONS AND PROPERTY. It shall be the responsibility of the CONTRACTOR to initiate, continue, and supervise all safety programs and precautions in the performance of the terms of this Agreement. The CONTRACTOR shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to its employees, subcontractors' employees, employees of the CITY, members of the public, the Work itself and unassembled components thereof, and other property at the site or

adjacent thereto. As part of the CONTRACTOR's obligations hereunder, the CONTRACTOR shall erect and maintain safeguards, barriers, signs, warnings, etc.

With notice to the Project Manager, as designated by the City Manager, the CONTRACTOR shall promptly remedy loss or damage to the Work or any person or property described herein caused in whole or in part by the acts of the CONTRACTOR or any subcontractor, sub-subcontractor, or material man. This obligation shall be in addition to the requirements of Article 10 herein. The Project Manager, as designated by the City Manager, may direct the CONTRACTOR to remedy violations of applicable laws, rules, regulations, and interpretations related to safety when and if observed on the site. However, through exercising this authority, the Project Manager, as designated by the City Manager, shall not incur any obligations to monitor, initiate, continue, or supervise safety programs and precautions such to diminish the CONTRACTOR's primary role in same. The Project Manager, as designated by the City Manager, shall have the right to report suspected safety violations to the Occupational Safety and Health Administration (OSHA).

The CONTRACTOR shall promptly notify the Project Manager, as designated by the City Manager, upon discovery of any unidentified material which CONTRACTOR reasonably believes to be asbestos, lead, PCB, or other hazardous material, and shall immediately stop work in the affected area of the Project. The CONTRACTOR shall not be responsible for removal or other work with regard to such hazardous material unless otherwise agreed between the Project Manager, as designated by the City Manager, and the CONTRACTOR. In the case of work stopped hereunder, Article 5 shall apply to claims for delay, hindrance, or interference. Work will resume in the affected area of the Project immediately after such time as the hazardous material has been removed or rendered harmless, as certified by an industrial hygienist to be engaged by the CITY.

ARTICLE 10 INDEMNITY

Except for expenses or liabilities arising from the negligence of the CITY, the CONTRACTOR hereby expressly agrees to indemnify and hold the CITY harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

10(A) CONTRACTOR shall indemnify and hold harmless, to the maximum extent permitted by law, CITY and its officers and employees, from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death, or property damage, and regardless, of whether the allegations are false, fraudulent, or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, and appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed by or utilized by the CONTRACTOR in CONTRACTOR's performance of this Agreement.

10(B) CONTRACTOR's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

10(C) CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement.



**ARTICLE 11
CLAIMS BY THE CONTRACTOR**

Claims by the CONTRACTOR against the CITY, other than for time extensions covered by Article 5 hereof, are subject to the following terms and conditions:

11(A) All CONTRACTOR claims against the CITY shall be initiated by a written claim submitted to the CITY. Notice of such claim shall be received by the CITY no later than either ten (10) calendar days after the event, or ten (10) calendar days after the first appearance of the circumstances causing the claim, whichever is sooner, and same shall set forth in detail all known facts and circumstances supporting the claim. Final costs associated with any claim upon which notice has been filed must be submitted in writing to the CITY within thirty (30) calendar days after notice has been received.

11(B) The CONTRACTOR and the CITY shall continue their performance hereunder regardless of the existence of any claims submitted by the CONTRACTOR including claims set forth in Article 5 hereof.

11(C) In the event the CONTRACTOR discovers previously concealed and unknown site conditions which are materially vary from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Amount may, with the approval of the CITY, be modified, either upward or downward, upon the written notice of claim made by either party within ten (10) calendar days after the first appearance to such party of the circumstances. Final costs must be submitted within thirty (30) calendar days after such notice is received by the CITY, unless extended by written agreement of the parties. As a condition precedent to the CITY having any liability to the CONTRACTOR due to concealed and unknown conditions, the CONTRACTOR must give the Project Manager, as designated by the City Manager, written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the CONTRACTOR to give the written notice and make the claim as provided by this Subarticle 11(C) and Subarticle 7(A)(ii) shall constitute a waiver by the CONTRACTOR of any rights arising out of or relating to such concealed and unknown condition.

11(D) In the event the CONTRACTOR seeks to make a claim for an increase in the Contract Amount, as a condition precedent to any liability of the CITY therefore, unless emergency conditions exist, the CONTRACTOR shall strictly comply with the requirements of Subarticle 11(A) above and such claim shall be made by the CONTRACTOR before proceeding to execute any work for which a claim is made. Failure to comply with this condition precedent shall constitute a waiver by the CONTRACTOR of any claim for additional compensation.

11(E) In connection with any claim by the CONTRACTOR against the CITY for compensation in excess of the Contract Amount, any liability of the CITY for the CONTRACTOR's cost shall be limited to those cost categories set forth in Article 13(E) below.

**ARTICLE 12
SUBCONTRACTORS**

12(A) Prior to execution of this Agreement, the CONTRACTOR shall have identified to the Project Manager, as designated by the City Manager, , in writing, those parties required to

be listed on the proposal form as subcontractors on the Project. Any changes to this list at any time shall be subject to the prior approval of the Project Manager, as designated by the City Manager. The Project Manager, as designated by the City Manager, shall, in writing, state any objections the CITY may have to one or more of such subcontractors. The CONTRACTOR shall not enter into a subcontract with an intended subcontractor to whom the CITY reasonably objects. If at any time the CITY objects to a subcontractor, the CONTRACTOR shall solicit proposals from potential replacements and shall submit the three lowest proposals to the Project Manager, as designated by the City Manager, along with the CONTRACTOR's proposed choice as replacement without an increase in bid price.

All subcontracts shall afford the CONTRACTOR rights against the subcontractor which correspond to those rights afforded to the CITY against the CONTRACTOR herein, including those rights of Agreement termination as set forth herein.

12(B) Each and every subcontract related to the Project is hereby assigned by the CONTRACTOR to the CITY, contingent upon the termination of this Agreement for default or convenience as provided herein, and only as to those subcontracts which the Project Manager, as designated by the City Manager, accepts in writing directed to the CONTRACTOR. This contingent assignment is subject to the prior rights of any surety obligated under a bond related to this Agreement. This contingent assignment will operate prospectively from the effective date of assignment and will not obligate the CITY to any liabilities existing on the effective date of the assignment or arising from events, acts, failures to act, facts, or circumstances existing prior to the effective date of the assignment. The contracts subject to this contingent assignment shall also be further assignable by the CITY, at the CITY's sole option. The CONTRACTOR shall bear the responsibility of notifying subcontractors of this contingent assignment and including it in all subcontracts in connection with the Project.

ARTICLE 13 CHANGE ORDERS

One or more changes to the Work within the general scope of this Agreement may be ordered by Change Order. The CITY may also issue written directions for minor changes in the Work and may issue Construction Change Directives, as set forth below. The CONTRACTOR shall proceed with any such changes or Construction Change Directives without delay and in a diligent manner, and same shall be accomplished in strict accordance with the following terms and conditions:

13(A) Change Order shall mean a written order to the CONTRACTOR executed by the CITY after execution of this Contract, directing a change in the Work. A Change Order may include a change in the contract amount (other than a change attributable to damages to the CONTRACTOR for delay as provided in Article 5 hereof) or the time for the CONTRACTOR's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a Change Order or insufficient time to execute a bilateral change, the CITY may also direct a change in the Work in the form of a Construction Change Directive, which will set forth the change in the Work and the change, if any, in the Contract Amount or time for performance, for subsequent inclusion in a Change Order; Construction Change Directives shall include a not-to-exceed preliminary price, against which the CONTRACTOR may begin billing (subject to the requirements for pay applications elsewhere herein) as the work is performed.

- a. The CONTRACTOR shall furnish a price breakdown, itemized as required and

within the time specified by the Project Manager, as designated by the City Manager, , with any proposal for a contract modification.

- b. The price breakdown:
 - (a) Must include sufficient detail to permit an analysis of all costs for material, labor, equipment, and subcontracts; and
 - (b) Must cover all work involved in the modification, whether the work was deleted, added, or changed.
- c. The CONTRACTOR shall provide similar price breakdowns to support any amounts claimed for subcontracts.
- d. The CONTRACTOR'S proposal shall include a complete justification for any time extension proposed.

13(B) Any change in the Contract Amount resulting from a Change Order shall be determined as follows:

- (1) By mutual agreement between the CITY and the CONTRACTOR as evidenced by: (a) the change in the Contract Amount being set forth in the Change Order, (b) such change in the Contract Amount, together with any conditions or requirements relating thereto, being initialed by both parties, and (c) the CONTRACTOR'S execution of the Change Order; or
- (2) If no mutual agreement occurs between the CITY and the CONTRACTOR, the change in the Contract Amount, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the Work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit but shall not include home-office overhead or other indirect costs or components. The calculation of actual costs shall conform to the markup schedule in Article 13(E) below. Any such costs or savings shall be documented in the format and with such content and detail as the CITY requires.

The CONTRACTOR shall promptly submit such documentation and other backup as the CITY may require in evaluating the actual costs incurred.

13(C) The execution of a Change Order by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR'S agreement to the ordered changes in the Work, this Agreement as thus amended, the Contract Amount, and the time for performance by the CONTRACTOR. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to, arising out of, or resulting from the work included within or affected by the executed Change Order of which the CONTRACTOR knew or should have known.

13(D) The CONTRACTOR shall notify and obtain the consent and approval of the CONTRACTOR'S surety with reference to all Change Orders if such notice, consent, or approval are required by the CITY, the CONTRACTOR'S surety or by law. The CONTRACTOR'S

execution of the Change Order shall constitute the CONTRACTOR'S warranty to the CITY that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

13(E) For the purpose of Change Orders, the following definitions of terms apply:

CONTRACTOR'S or Subcontractor's Materials shall include the cost of materials, sales tax, and the cost of all transport. The cost of items listed shall be directly related to the Change Order. Indirect costs not specifically related to the Change Order shall not be considered.

CONTRACTOR's or Subcontractor's Direct Labor Cost shall be limited to the hourly rate of directly involved workmen, employer contributions towards company standard benefits, pensions, unemployment, or social security (if any), and employer costs for paid sick and annual leave.

CONTRACTOR's or Subcontractor's Overhead shall include license fees, bond premiums, supervision, wages of timekeepers and clerks, incidentals, home and field office expense, vehicle expense directly related to the Project, and all other direct Project expenses not included in the CONTRACTOR's materials, direct labor, and equipment costs.

The allowance for Overhead and Profit shall be limited to the following schedule:

1. For the CONTRACTOR, for any work performed by the CONTRACTOR'S own forces, 15% of the Subtotal of Costs to the CONTRACTOR.
2. For the CONTRACTOR, for any work performed by his Subcontractor, 6% of the amount due the Subcontractor.
3. For each Subcontractor or Sub-subcontractor involved, for any work performed by their own forces, 15% of their materials and direct labor costs.
4. For each Subcontractor, for work performed by his Sub-subcontractor(s), 6% of the amount due the Sub-subcontractor.

For Change Orders the total cost or credit to the Owner shall be based on the following schedule:

CONTRACTOR's Materials Cost
+ CONTRACTOR's Direct Labor Costs
+ CONTRACTOR's Equipment Costs (includes owned/rental equipment)
+ Applicable Subcontractor Costs
Subtotal of Costs to the CONTRACTOR
+ CONTRACTOR's Overhead and Profit
Total Cost or Credit to the Owner



13(F) Nothing contained in this Article shall be deemed to contradict or limit the terms of Article 6(E) herein.

ARTICLE 14
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

14(A) In the event that the CONTRACTOR covers, conceals, or obscures its work in violation of this Agreement or in violation of an instruction from the Project Manager, as designated by the City Manager, , such work shall be uncovered and displayed for review by the Project Manager, as designated by the City Manager, and/or the CITY'S consultants upon request, and shall be reworked at no cost in time or money to the CITY.

14(B) If any of the work is covered, concealed, or obscured in a manner not covered by Subarticle 14(A) above, it shall, if directed by the Project Manager, as designated by the City Manager, , be uncovered and displayed for the Project Manager, as designated by the City Manager, and/or the CITY'S consultants. If the uncovered work conforms strictly to this Agreement, the costs incurred by the CONTRACTOR to uncover and subsequently replace such work shall be done by the CITY. Otherwise, such costs shall be borne by the CONTRACTOR.

14(C) The CONTRACTOR shall, at no cost in time or money to the CITY, correct work rejected by the Project Manager, as designated by the City Manager, as defective or failing to conform to this Agreement. Additionally, the CONTRACTOR shall reimburse the CITY for all testing, review, inspections, and other expenses incurred as a result thereof.

14(D) In addition to its warranty obligations set forth elsewhere herein and any manufacturers' warranties provided on the Project, and in addition to other remedies provided herein or by law to the CITY, the CONTRACTOR shall be specifically obligated to promptly correct any and all defective or nonconforming work, whether obvious or after-discovered, for a period of twelve (12) months following Substantial Completion upon written direction from the Project Manager, as designated by the City Manager;

14(E) Project Manager, as designated by the City Manager, may, but shall in no event be required to, choose to accept defective or nonconforming work. In such event, the Contract Amount shall be reduced by the greater of: (1) the reasonable costs of removing and correcting the defective or nonconforming work plus 150% of costs, or (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work. If the remaining portion of the unpaid Contract Amount, if any, is sufficient to compensate the CITY for the acceptance of defective or nonconforming work, the CONTRACTOR shall, upon written demand from the CITY, pay the CITY such remaining compensation for accepting defective or nonconforming work. The CONTRACTOR shall have an opportunity to correct any defect or non-conformance prior to the CITY taking the above actions. The CONTRACTOR, upon written notice of any defect or non-conformance, shall have ten (10) calendar days to make corrections, unless the Project Manager, as designated by the City Manager, agrees that the correction will require more than ten (10) calendar days to correct and agrees, in writing, to the specified additional time to correct the defect or non-conformance.

ARTICLE 15
CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

15(A) In addition to the CITY'S rights under Article 8 and elsewhere herein, the CITY shall have the right at any time to direct the CONTRACTOR to suspend its performance, or any designated part thereof, when in the interests of the CITY. If any such suspension is directed by the CITY, the CONTRACTOR shall immediately comply with same.

15(B) In the event the Project Manager, as designated by the City Manager, directs a suspension of performance under this Article, through no fault of the CONTRACTOR, if the suspension is lifted other than by termination, the CITY shall pay the CONTRACTOR as full compensation for such suspension the CONTRACTOR's ordinary and reasonable costs, actually incurred and paid of:

- (1) demobilization and remobilization, including such justifiable costs paid to subcontractors (cost categories and markups limited to those set forth in Article 13(E) above); and
- (2) preserving and protecting work in place; and
- (3) approved storage of materials or equipment purchased for the Project, including insurance thereon; and
- (4) substantiated extended field office overhead (no home office overhead).

15(C) The CITY may order suspension of the Work in whole or in part for such time as deemed necessary because of the failure of the CONTRACTOR to comply with any of the requirements of this Agreement, and the Agreement's completion date shall not be extended on account of any such suspension of Work.

When the Project Manager, as designated by the City Manager, orders any suspension of the Work under this Subarticle (C), the CONTRACTOR shall not be entitled to any payment for Work which the CONTRACTOR performs after notice of suspension and/or during the suspension period and shall not be entitled to any costs or damages resulting from such suspension.

15(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 16 TERMINATION BY THE CITY

The CITY may terminate this Agreement in accordance with the following terms and conditions:

16(A) Termination for Convenience. The CITY may, when in the interests of the CITY, terminate performance under this Agreement by the CONTRACTOR, in whole or in part, for the convenience of the CITY. The CITY shall give written notice of such termination to the CONTRACTOR specifying when termination becomes effective. The CONTRACTOR shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the CONTRACTOR shall stop work when such termination becomes effective. The CONTRACTOR shall also terminate outstanding orders and subcontracts for the affected work. The CONTRACTOR shall settle the liabilities and

claims arising out of the termination of subcontracts and orders. The CITY may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under termination orders or subcontracts to the CITY or its designee. The CONTRACTOR shall transfer title and deliver to the CITY such completed or partially completed work and materials, equipment, parts, fixtures, information, and contract rights as the CONTRACTOR has in their possession or control. When terminated for convenience, the CONTRACTOR shall be compensated as follows:

16(A)(1) The CONTRACTOR shall submit a termination claim to the CITY specifying the amounts due because of the termination for convenience together with costs, pricing, or other data required by the CITY. If the CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, the CITY shall pay the CONTRACTOR, an amount derived in accordance with Subarticle 16 (A)(3) below.

16(A)(2) The CITY and the CONTRACTOR may agree to the compensation, if any, due to the CONTRACTOR hereunder.

16(A)(3) Absent agreement to the amount due to the CONTRACTOR, the CITY shall pay the CONTRACTOR the following amounts:

- (a) Contract costs for labor, materials, equipment, and other services accepted under this Agreement.
- (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the CONTRACTOR'S performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the CONTRACTOR would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any.
- (c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subarticle 16(A) of this Article (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to, and the CONTRACTOR shall be limited by, the CITY's right to direct the replacement of subcontractors under Article 12 (A).

The total sum to be paid the CONTRACTOR under this Subarticle 16(A) shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall, in no event, include duplication of payment.

16(B) Termination for Cause. If the CONTRACTOR does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel, or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment, and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material

provision of this Agreement, then the CITY, in addition to any other rights it may have against the CONTRACTOR or others, may terminate the performance of the CONTRACTOR, in whole or in part at the CITY's sole option, and assume possession of the Project site and of all materials and equipment at the site and may complete the work.

In such case, the CONTRACTOR shall not be paid further until the Work is complete. After Final Completion has been achieved, if any portion of the Contract Amount, as it may be modified hereunder, remains after the cost to the CITY of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the CITY, such remainder shall belong to the CONTRACTOR. Otherwise, the CONTRACTOR shall pay and make whole the CITY for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the CONTRACTOR is terminated by the CITY for cause pursuant to this Subarticle 16(B) and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subarticle 16(A) and the provisions of Subarticle 16(A) shall apply.

16(C) Termination for Non-Appropriation. The CITY may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Subarticle 16(A).

16(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 17 INSURANCE

17(A) CONTRACTOR shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors, or omissions or those of their subcontractors, agents, or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

17(A)(1) Evidence of Insurance

CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence Work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY, at all times, reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require, and the CONTRACTOR hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the Project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, Watercraft Liability, and Pollution Liability



Insurance, an appropriate Certificate of Insurance (which identifies the Project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance. With respect to Property Insurance, a fully completed Evidence of Commercial Property Insurance (ACORD Form 28) signed by an authorized representative of the insurance, a copy of the notice of cancellation endorsement and a copy of the waiver of subrogation endorsement shall be satisfactory evidence of such insurance. All endorsements shall be properly completed and signed by an authorized representative of the insurer providing the coverage and shall indicate the policy number.

To the extent CONTRACTOR is permitted to and elects to sub-contract any of the Work performed under this Agreement, CONTRACTOR shall require Subcontractors to maintain any and all insurance required by law. Except to the extent required by law, or as otherwise specifically provided by this Agreement, this Agreement does not establish minimum insurance requirements for Subcontractors.

If the insurance policies expire or terminate during the term of this Agreement, CONTRACTOR shall provide CITY with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, CONTRACTOR shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the policy or policies providing the coverage required by this Article 17. CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by Article 17.

17(A)(2) Workers' Compensation/Employer's Liability Insurance.

Workers' Compensation/Employer's Liability Insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers, and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with CITY, and its officials, officers, and employees scheduled thereon.

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"



Part Two:	\$2,000,000	Each Accident
	\$2,000,000	Disease - Policy Limit
	\$2,000,000	Disease - Each Employee

17(A)(3) Commercial General Liability Insurance.

Commercial General Liability Insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Silica, asbestos, or lead
- Sexual molestation

CITY and its members, officials, officers, and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor) and ISO form CG 20 37 (Additional Insured – Owners, Lessees, or Contractors-Completed Operations).

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000

CONTRACTOR shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the Final Completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

17(A)(4) Automobile Liability Insurance.

Automobile Liability Insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$2,000,000
---	-------------

17(A)(5) Watercraft Liability

To the extent watercraft are utilized, the CONTRACTOR shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum, cover the CONTRACTOR and subcontractor for injuries or damage arising out of the use of all owned, non-owned and hired watercraft.

The insurance shall include the CITY and its members, officials, officers, and employees as additional insureds.

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation.

The limits applicable to watercraft liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	\$2,000,000
----------------------------------	-------------

17(A)(6) Pollution Legal Liability

Pollution Legal Liability shall cover CONTRACTOR for liability resulting from pollution or other environmental impairment arising out of, or in connection with, Work performed under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation.

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

The CITY and the CITY's members, officials, officers, and employees shall be included as an "Additional Insureds" on the policy.

The Maximum permissible deductible or self-insured retention on the policy shall be \$50,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of CONTRACTOR and CONTRACTOR shall pay on behalf of the CITY or CITY's members, officials, officers, agents, and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers, agents, and employees.

17(A)(7) Property/Builder's Risk Insurance

CONTRACTOR shall provide, in a policy acceptable to the CITY, "all risk" (i.e., Special Form) property or builder's risk insurance on all such construction, additions, modifications, machinery, and equipment. The policy shall be issued on a non-reporting form of policy. The amount of the insurance shall be no less than the Contract Amount.

The maximum deductible for other than windstorm or hail shall be \$10,000 per occurrence. The maximum deductible per occurrence for windstorm and hail shall be the greater of \$20,000 or 5% of the Contract Amount. CONTRACTOR shall be responsible for the payment of such deductible.

The policy must be endorsed to provide the CITY with thirty (30) days prior written notice of cancellation. The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers, and employees.

17(A)(8) General Conditions

The insurance provided by the CONTRACTOR shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by CITY or CITY's members, officials, officers, or employees. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR.

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by CONTRACTOR pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of CITY), CONTRACTOR shall be responsible for paying on behalf of CITY (and any other person or organization CONTRACTOR has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR, its subcontractors, sub-subcontractors, employees, or agents. Any remedy provided to the CITY or CITY's members, officials, officers, or employees by the insurance provided by CONTRACTOR or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONTRACTOR) available to the CITY under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by CONTRACTOR shall relieve CONTRACTOR from the responsibility to provide insurance as required by this Agreement.

17(A)(9) CONTRACTOR shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before beginning any WORK under this Agreement. Failure to do so shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17(A)(10) At its sole discretion, CITY may obtain or renew CONTRACTOR insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due CONTRACTOR from CITY. CONTRACTOR's failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

ARTICLE 18 PERFORMANCE AND PAYMENT BONDS

(a) **BONDS REQUIRED:** Prior to issuance of the Notice of Commencement, CONTRACTOR shall provide CITY with a Common Law Performance Bond and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the CITY, and attached hereto, with a Power of Attorney Affidavit, each in an amount not less than the Contract Amount. Within fifteen (15) days after issuance of the Notice of Commencement, CONTRACTOR shall record in the public records of the county where the improvement is located, the statutory payment bond and common law performance bond as required in Section 255.05, Florida Statutes. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording.

(b) **SURETY'S QUALIFICATIONS:** All bonds required under this Agreement, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond or Statutory Payment Bond, shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida meeting the following requirements:

(1) Ratings by A.M. Best

The surety company or corporation shall have minimum ratings by the A.M. Best Company of A- or better with a Financial Size Category of "V" or larger.

(2) Circular 570

In addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the U.S. Department of the Treasury Circular 570, Revised 2022, requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of the Treasury Circular 570, Revised 2022. If the amount of the bond exceeds the underwriting limitations set forth in the U.S. Department of the Treasury Circular 570, Revised 2022, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the U.S. Department of the Treasury Circular 570, Revised 2022, and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with U.S. Department of the U.S. Department of the Treasury Circular 297, Revised September 1, 1978 (implemented at 31 CFR Part 223). Further, the surety company shall provide the CITY with evidence satisfactory to the CITY, that



such excess risk has been protected in an acceptable manner.

(c) **ADDITIONAL OR REPLACEMENT BOND:** It is further mutually agreed between the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if for any reason, such bond (because of increases in the work or otherwise) ceases to be adequate, the CONTRACTOR shall, at their expense within five (5) days after the receipt of notice from the CITY to do so, furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the CONTRACTOR shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

(d) **CO-SURETIES:** Subject to the following requirements, the bonds required by this Agreement may be provided by more than one surety:

(1) At least one of the co-sureties shall meet the requirements of Paragraph (b) for the full amount of the bond; and

(2) Each surety shall be jointly and several liable for the full amount of the bond required.

(e) **FLORIDA AGENT:** The surety company shall have a Florida agent whose name shall be listed in the prescribed space on the forms provided by the CITY for all bonds required by the CITY.

ARTICLE 19 PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the CONTRACTOR, or any subcontractor of the CONTRACTOR, shall be made available to the CITY and/or their consultants for inspection and copying upon written request by the CITY. Furthermore, said documents shall be made available, upon request by the CITY, to any state, federal, or other regulatory authority and any such authority may review, inspect, and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the CONTRACTOR. The CONTRACTOR shall maintain and protect these documents for no less than three (3) years after Completion of the Project, or for any longer period of time as may be required by law or good construction practice. The CONTRACTOR further agrees to include these provisions in any subcontracts issued by the CONTRACTOR in connection with this Agreement.

ARTICLE 20 APPLICABLE LAW

The laws of the State of Florida shall govern this Agreement. In any litigation arising under this Agreement, the parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in St. Lucie County, Florida.

**ARTICLE 21
SUCCESSORS AND ASSIGNS**

Each party binds itself, its successors, assigns, executors, administrators, or other representatives to the other party hereto and to successors, assigns, executors, administrators, or other representatives of such other party in connection with all terms and conditions of this Agreement. The CONTRACTOR shall not assign this Agreement without prior written consent of the CITY.

**ARTICLE 22
MISCELLANEOUS PROVISIONS**

22(A) Compliance By CONTRACTOR: Nondiscrimination

CONTRACTOR shall comply with all Federal, State, and local laws, ordinances, rules, and regulations of any authorities throughout the duration of this Agreement. The CONTRACTOR shall be responsible for compliance with any such law, ordinance, rule, or regulation, and shall hold CITY harmless and indemnify same in the event of non-compliance. CONTRACTOR agrees to abide by the requirements under Federal Executive Order Number 11246, "Equal Employment Opportunity," as amended, including specifically the provisions of the equal opportunity clause.

22(B) Drug-Free Workplace

CONTRACTOR shall comply with Section 287.087, Florida Statutes, regarding Drug-Free Workplaces.

22(C) State and Local Taxes

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

CONTRACTOR shall indemnify and hold harmless the CITY for any loss, cost, or expense incurred by, levied upon, or billed to the CITY as a result of CONTRACTOR's failure to pay any tax of any type due in connection with this Agreement. CONTRACTOR shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state subcontractors and sub-subcontractors to which withholding is applicable.

22(D) Gratuities and Kickbacks

Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.



Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

22(E) Any and all notices required to be sent under this Agreement or otherwise shall be sent to the following:

CITY:
FORT PIERCE REDEVELOPMENT AGENCY
CITY OF FORT PIERCE
100 North US Highway 1
Fort Pierce, FL 34954-1480
Attention: City Manager
City Attorney

CONTRACTOR
JOURNEY C&D GROUP, INC
1147 NE 7th Avenue
Fort Lauderdale, FL 33304
Attention: Clifford L. Moore, Jr.

ARTICLE 23
ENTIRE AGREEMENT

Any modification to this Agreement must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the CITY's authority to issue changes set forth in Article 13 herein.

ARTICLE 24
SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are agreed to be severable.

ARTICLE 25
WAIVER

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach and shall not entitle any party hereto to any subsequent waiver of any terms hereunder. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

ARTICLE 26
SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the CITY'S sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.





THE SUNRISE CITY
PURCHASING
DEPARTMENT

FORT PIERCE
Florida

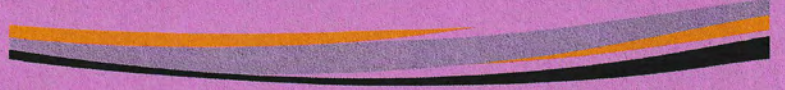


Exhibit A

SCOPE OF WORK

of the Jackie L. Caynon Building to house
The City of Fort Pierce Florida Highwaymen Museum

SCOPE OF WORK

The Fort Pierce Redevelopment Agency received funding from the Florida Department of State's African American Cultural Grant to renovate an existing building to create the City of Fort Pierce Florida Highwaymen Museum in the historical African American community of Lincoln Park. The work includes HVAC replacement; decorative security fencing; upgrade (5) exterior doors; complete demolition of kitchen, installation of new flooring, cabinets, countertops, new appliances, and install wood shutters; install brick pavers; install LED track lighting; remove and replace flooring on both floors; repair, patch, prime, paint interior walls; install custom window coverings in the main gallery; and install new generator with transfer switch. All tasks associated with this project shall meet the requirements set forth in the agreement by and between the State of Florida, Department of State and the City of Fort Pierce. The project consists of the following elements:

Overall Building

- Remove existing HVAC equipment and install (2) 4-ton variable speed A/C Systems.
- Remove existing 56-feet of fence and replace with 360 LF of decorative aluminum security fence & concrete column fencing per renderings and estimates around the .07- acre property.
- Install a new 128KW generator to power the entire building in case of a power outage.

Exterior

- Pressure wash and paint the exterior of 3,200 square-foot building.
- Install 1,200 square foot brick paver art garden

Interior

First Level

- Install (20) sections of LED track lighting throughout the first floor (4 rooms, hallway, and proposed space for multi-purpose room).
- Install 6 temporary window treatments to cover all windows on the first floor to reduce natural lighting. Something that can be used to hang art on.
- Upgrade (3) exterior doors with impact storefront doors to complement security enhancements.
- Renovate 90 square-foot kitchen.
- Install 9ft custom wood shutters on the countertop to hide kitchen when not in use.
- Replace 1600 square-foot of flooring with wood grain ceramic tile.
- Supply and install (12) cultured marble windowsills.
- Repair, patch, prime, and paint approximately 3400 SF of walls.
- Complete demolition of kitchen and installation of all new flooring, cabinets, countertops, and appliances.

Second Level

- Install (24) sections of LED track lighting throughout the second-floor area (five rooms, hallway, and proposed space for the main gallery).
- Install (12) custom window coverings to cover windows in 4 rooms and the main gallery area. Something that can be used to hang art on.
- Upgrade (2) exterior doors with impact storefront doors to complement security enhancements.
- Remove cabinet and sink. Repair, patch, and paint area.
- Install 8-foot partition to hide the sink and cabinets when not in use
- Remove and replace 1600 square-foot of flooring with wood grain ceramic tile.
- Supply and install (5) cultured marble windowsills.
- Repair, patch, prime, and paint approximately 3400 SF of walls



THE SUNRISE CITY
FORT PIERCE
PURCHASING
DEPARTMENT

FORT PIERCE
Florida



Exhibit B

IN WITNESS WHEREOF, the Parties have executed this Agreement under their several seals the day and year first written above.

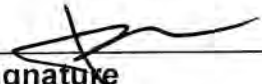
WITNESSETH:

CONTRACTOR:
JOURNEY C&D GROUP, INC.

JARAD WAHL

Print Name

By:  _____



Signature

Title: CEO _____

Joanna Wahl

Print Name



Signature

ATTEST:

FORT PIERCE REDEVELOPMENT AGENCY:

Linda Cox, City Clerk

Linda Hudson, Chairperson

ATTEST:

CITY OF FORT PIERCE:

Linda Cox, City Clerk

Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Tanya Early, City Attorney



THE SUNRISE CITY

FORT PIERCE

PURCHASING
DEPARTMENT

Florida



Exhibit C

EXHIBIT "C"
CONTRACT FORMS
TABLE OF CONTENTS

ITEM NO.	DESCRIPITON	PAGE NO.
1	PERFORMANCE BONDS	33
2	PAYMENT BONDS	36
3	NOTICE OF AWARD	39
4	NOTICE TO PROCEED	41
5	CHANGE ORDER FORM	42
6	CERTIFICATE OF OWNER'S ATTORNEY	44
7	NON-COLLUSION AFFIDAVIT	45
8	PUBLIC ENTITY STATEMENT	46
9	NON-SEGREGATED FACILITIES	49
10	TRENCH SAFETY ACT	50
11	DRUG-FREE WORKPLACE	51
12	E-VERIFY	52





CITY OF FORT PIERCE

Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com

Office: (772) 467-3102

Fax: (772) 467-3848

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____ (Name of Contractor)

_____ (Address of Contractor)

a _____ (Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____ (Name of Surety)

_____ (Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

_____ City of Fort Pierce (Name of Owner)

_____ 100 North U.S. Highway 1, Fort Pierce, Florida 34950 (Address of Owner)

Hereinafter called OWNER, in the penal sum of _____ Dollars, (\$ _____),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ of _____ **2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030.**

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys' fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____
(Number)

counterparts, each of which shall be deemed an original, this ____ day of _____, 2023.



ATTEST:

(Principal) Secretary

Name _____
(Type)

(Corporate Seal)

Witness as to Principal

Witness as to Principal

ATTEST:

(Surety) Secretary

Name _____
(Type)

(Corporate Seal)

Witness as to Surety

Witness as to Surety

Principal

By _____

Name _____
(Type)

Title _____

(Address)

Surety

By _____
Attorney-in-Fact

Name _____
(Type)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION



CITY OF FORT PIERCE
Purchasing Division
 100 North U.S. Highway 1
 P.O. Box 1480
 Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com

Office: (772) 467-3102

Fax: (772) 467-3848

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____ (Name of Contractor)

_____ (Address of Contractor)

a _____ (Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____ (Name of Surety)

_____ (Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

_____ City of Fort Pierce (Name of Owner)

_____ 100 North U.S. Highway 1, Fort Pierce, Florida 34950 (Address of Owner)

Hereinafter called Owner, in the penal sum of _____

_____ Dollars, (\$ _____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ of _____ **2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the

prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.
2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

4. Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein, shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____ (Number) counterparts, each of which shall be deemed an original, this ___ day of ____, 2023.

ATTEST:

Principal

(Principal) Secretary

By _____

Name _____

Name _____

(Type)

(Type)

(Corporate Seal)

Title _____

Witness as to Principal

(Address)

Witness as to Principal

ATTEST:

Surety

(Surety) Secretary

By _____
Attorney-in-Fact

Name _____
(Type)

Name _____
(Type)

(Corporate Seal)

(Address)

Witness as to Surety

Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION



THE SUNRISE CITY
FORT PIERCE
PURCHASING
DEPARTMENT

Florida



NOTICE TO PROCEED

Date: 4/26/23

To: Journey C&D Group Inc.

Notice to Proceed on Project: **General Contractor Services – Highwaymen Museum**

Bid No.: **2022- 030**

Cost of Project based on Unit Prices by Agreement: \$ 513,945.³⁰

You are hereby notified to proceed with the Work on the subject Project on or before _____, 2023, and to obtain Substantial completion within 180 calendar days and Final completion within 210 calendar days. Find attached four (4) sets of the subject project drawings.

The completion date for **this project** work shall be: December, 2023.

OWNER:

CITY OF FT. PIERCE, FLORIDA
100 NORTH U.S. HIGHWAY 1
FT. PIERCE, FL 34950

BY:

Nicholas C. Mimms, P.E., ICMA-CM
City Manager

ACKNOWLEDGE RECEIPT OF NOTICE

By: [Signature]
Contractor

Date 4/26/23

END OF SECTION



CHANGE ORDER FORM
CITY OF FORT PIERCE

PROJECT: **General Contractor Services – Highwaymen Museum,
Bid No. 2022-030**

DATE: _____ CONTRACTOR: _____

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: _____

CHANGE ORDER REQUESTED BY: City _____ Contractor _____

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT \$ _____

Current CONTRACT AMOUNT ADJUSTED
by Previous CHANGE ORDER(S) \$ _____

Net (Increase) (Decrease) of CONTRACT
AMOUNT resulting from this CHANGE
ORDER \$ _____

Current CONTRACT AMOUNT Including
this CHANGE ORDER \$ _____

ORIGINAL CONTRACT TIME _____ Calendar Days

Current CONTRACT TIME ADJUSTED
by Previous CHANGE ORDER _____ Calendar Days

Net (Increase) (Decrease) Resulting
from this CHANGE ORDER _____ Calendar Days

Current CONTRACT COMPLETION DATE
including this CHANGE ORDER _____

(Change Order No. _____, Page 1 of 2)

CHANGES ORDERED:

I. GENERAL: This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Contract Documents. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions, of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

II. REQUIRED CHANGES:

III. JUSTIFICATION:

IV. PAYMENT:

Payment for the above listed items shall be made according to the Agreement.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change(s), and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

RECOMMENDED BY:

By: _____
Signature

Date: _____

ACCEPTED BY:

Contractor: _____

By: _____
Signature
Name: _____

Date: _____

APPROVED BY: City of Ft. Pierce

Date: _____

By: _____
Signature & Title

END OF CHANGE ORDER



CERTIFICATE OF OWNER'S ATTORNEY

PROJECT: _____

I, the undersigned, _____
(Name of Attorney)

the duly authorized and acting legal representative of _____

_____, do hereby certify as follows:
(Owner)

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Attorney

Date

END OF SECTION



NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Brevard

Clifford L. Moore Jr., being first duly sworn, deposes and says:

That he/she is CEO of Journey C&D Group Inc. (a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Journey C&D Group Inc.
(Firm Name)

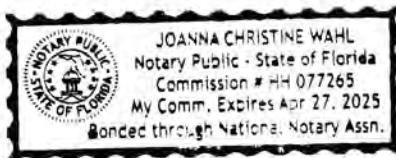
By: [Signature]
Title: CEO

Subscribed and sworn to before me this 4th day of APRIL, 2023

[Signature]
Notary Public

My Commission expires: (Seal)

4-27-25



END OF SECTION



PUBLIC ENTITY AFFIDAVIT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No. 2022-030 for General Contractor
Services Highwaymen Museum.
2. This sworn statement is submitted by Journey C & D Group Inc
(name of entity submitting sworn statement)
whose business address is 1147 NE 7th Ave Fort Lauderdale
FL 33304 and
(if applicable) its Federal Employer Identification Number (FEIN) is 83-0791784

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: Clifford L Moore Jr.)
3. My name is Clifford L. Moore Jr. my relationship to the entity
(please print name of individual signing)
named above is CEO.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

EXHIBIT "C"

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

(Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Department of General Services.)

Signature: Cliff L. Moore Jr.

Date: 4/26/23

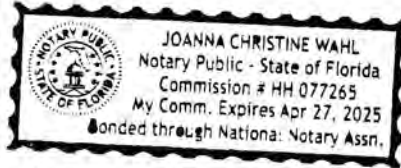
STATE OF Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Clifford L. Moore Jr. who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 26th day of April, 2023.

NOTARY PUBLIC SEAL:



My commission expires: 4-27-25

END OF SECTION



CERTIFICATION OF NON-SEGREGATED FACILITIES


The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: April 26th, 2023

Official Address
(Including Zip Code):

1147 NE 7th Ave.
Fort Lauderdale FL 33304

By: 
CEO
(Title)

END OF SECTION



TRENCH SAFETY ACT COMPLIANCE STATEMENT

BID NO. 2022-030

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Zero Dollars
(Written)
\$0.00
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Journey C&D Group Inc.
(Company Contractor)

By: [Signature]
(President's Signature)

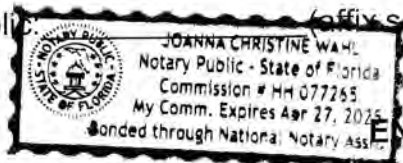
Clifford L. Moore Jr.
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in BROWARD County, Florida on the 4th day of APRIL, 2023.

Notary Public: _____ (affix seal)

My Commission Expires: 4/27/25



END OF SECTION



DRUG-FREE WORK PLACE FORM


The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Journey C+D Group Inc.
(Name of Business)

does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace thorough implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



 Proposer's Signature

4/26/23

 Date

END OF SECTION



E-VERIFY
FORT PIERCE, FLORIDA

PROJECT: GENERAL CONDITION B RECONSTRUCTION

Bid No.: 2022- 030

Project Description: General Contractor Services to renovate an existing two-story, 3,200 square feet building to house City of Fort Pierce Florida Highwaymen Museum.

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm:

Journey C+D Group Inc.

Authorized Signature:

[Signature]

Title:

CEO

Date:

4/26/23

END OF SECTION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 E-MAIL ADDRESS: support@nextinsurance.com FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE
INSURED Journey C&D Group Inc 6200 SW 6th St Plantation, FL 33317	INSURER A: State National Insurance Company, Inc. NAIC # 12831
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 752259125 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	NXTXGCV5K5-02-WC	07/27/2022	07/27/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$1,000,000.00 E.L. DISEASE - POLICY LIMIT \$1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is City of Fort Pierce/Grants Administration Division. A Waiver of Subrogation applies in favor of this Certificate Holder on the following policies: Workers Compensation. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Fort Pierce/Grants Administration Division
Attn: Purchasing Division
PO Box 1480
Fort Pierce, FL 34954

LIVE CERTIFICATE



Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ACCH Insurance Agency LLC 455 NW Prima Vista Blvd Port Saint Lucie FL 34983-8731 Port Saint Lucie FL 34983	CONTACT NAME: Acch Insurance Agency LLC	FAX (A/C, No): 772-408-5501	
	PHONE (A/C, No, Ext): (772) 985-5265	E-MAIL ADDRESS: acchinsagency@hotmail.com	
INSURED JOURNEY C&D GROUP INC. 1147 NE 7th Avenue Fort Lauderdale, FL 33304	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : James River Insurance Company	12203	
	INSURER B : Progressive Express Ins Company	10193	
	INSURER C : Scottsdale Insurance Company	41297	
	INSURER D :		
	INSURER E :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	x	x	00135809-0	10/03/2022	10/03/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY HIRED <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> Comprehens <input checked="" type="checkbox"/> Collision <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X		00452867-2	02/19/2023	02/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ 500
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XBS0168792	08/03/2022	08/03/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Bid No. 2022-030 General Contractor Services Highwaymen Museum

The City and its members, officials, officers and employees included as an additional insured, on the named insured's General Liability and Automobile policy, in respect to the named insured liability exposure for General Liability Coverage Form (ISO Form CG 00 01 12 07), Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37 07 04) Waiver of subrogation (CG 24 04 05 09), Additional Insured (CG 20 10 07 04)

CERTIFICATE HOLDER CANCELLATION

CITY OF FORT PIERCE 100 North US Highway 1 Fort Pierce, FL 34954-1480	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Angela Heryle</i> <AH>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Name Of Additional Insured Person(s) Or Organization(s):
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Where required by written contract or written agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

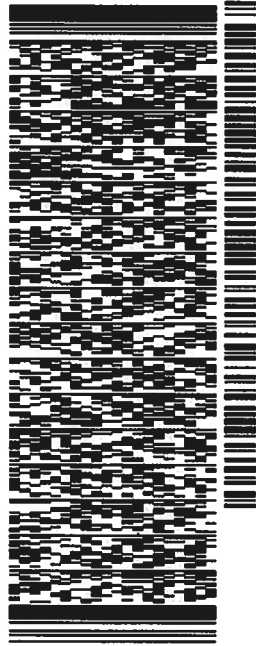
ORIGIN ID:SEFA (727) 209-1803
STEPHANIE WALL
NELSON & COMPANY, INC.
1000 CENTRAL AVE.
SUITE 200
ST PETERSBURG, FL 33705
UNITED STATES US

SHIP DATE: 01MAY23
ACTWGT: 0.50 LB
CAD: 112814662INET4610
BILL SENDER

TO CLIFFORD MOORE JR.
JOURNEY C&D GROUP, INC.
1147 NE 7TH AVENUE

FORT LAUDERDALE FL 33304
(954) 842-7074
REF: DEPARTMENT 2

PO. DEPT: DEPT 02

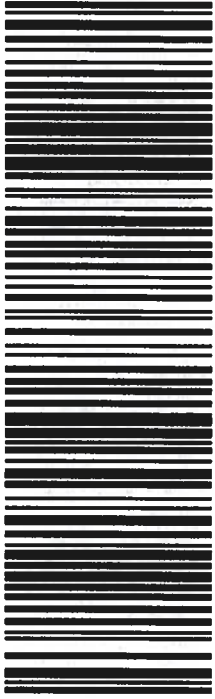


TRK# 7720 1129 2300
0201

TUE - 02 MAY 10:30A
PRIORITY OVERNIGHT

XG HWOA

FL-US 33304
FLL



583J32BC3/FE2D

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



NIELSON, WOJTOWICZ, NEU & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY



May 1, 2023

Journey C&D Group, Inc.

RE: CITY OF FORT PIERCE, as Obligee
Project: Bid No. 2022-030 General Contractor Services Highwaymen Museum
Bond No. B98824034790

Dear Ladies and Gentlemen:

Please supply us with the following information for the above captioned final bond:

Executed Contract with Date: X _____

This letter is also giving Journey C&D Group, Inc. as Principal and/or CITY OF FORT PIERCE, as Obligee, the authority to complete these bonds by dating the bonds with the contract date, execution and Power of Attorney dates. **The contract date MAY BE THE SAME date as the execution of the bond or PRIOR to the execution date of the bonds.**

We will forward this information onto your surety company upon our receipt. Please return as soon as possible.

Thank you for your cooperation.

Sincerely,
American Southern Insurance Company

Kevin R. Wojtowicz
Attorney-in-Fact





CITY OF FORT PIERCE
Purchasing Division
 100 North U.S. Highway 1
 P.O. Box 1480
 Fort Pierce, Florida 34950-1480
www.cityoffortpiece.com

Office: (772) 467-3102

Fax: (772) 467-3848

PERFORMANCE BOND
 Bond No. B98824034790

KNOW ALL MEN BY THESE PRESENTS: that

Journey C&D Group, Inc.

(Name of Contractor)

1147 NE 7th Avenue , Fort Lauderdale, FL 33304

(Address of Contractor)

a Corporation

(Corporation, Partnership, or Individual)

Hereinafter called Principal, and American Southern Insurance Company

(Name of Surety)

P O Box 723030, Atlanta, GA 31139

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce

(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950

(Address of Owner)

Hereinafter called OWNER, in the penal sum of Five Hundred Thirteen Thousand

Nine Hundred Fourty Five 30/100 Dollars, (\$ 513,945.30),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ of _____ 2023 a copy of which is hereto attached and made a part hereof, to furnish **General Contractor Services – Highwaymen Museum, Bid No. 2022-030.**

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys' fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____ 2 _____
(Number)

counterparts, each of which shall be deemed an original, this _____ day of _____, 2023.

ATTEST:

Journey C&D Group, Inc.
Principal

(Principal) Secretary

By _____

Name _____
(Type)

Name _____
(Type)

(Corporate Seal)

Title _____

(Address)

Witness as to Principal

Witness as to Principal

ATTEST:

American Southern Insurance Company

NA

(Surety) Secretary

By [Signature]
Surety
Attorney-in-Fact

Name NA

(Type)

Name Kevin Wojtowicz, Attorney-In-Fact
(Type)

(Corporate Seal)

P O Box 723030
(Address)

Atlanta, GA 31139

[Signature]
Jessica Reno, Witness as to Surety

[Signature]
Stephanie Wall, Witness as to Surety

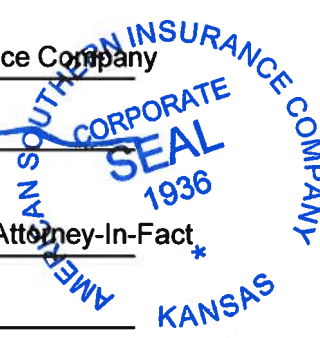
NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION





CITY OF FORT PIERCE
Purchasing Division
 100 North U.S. Highway 1
 P.O. Box 1480
 Fort Pierce, Florida 34950-1480
www.cityoffortpierces.com

Office: (772) 467-3102

Fax: (772) 467-3848

PAYMENT BOND

Bond No. B98824034790

KNOW ALL MEN BY THESE PRESENTS: that

Journey C&D Group, Inc.

(Name of Contractor)

1147 NE 7th Avenue, Fort Lauderdale, FL 33304

(Address of Contractor)

a Corporation

(Corporation, Partnership, or Individual)

Hereinafter called Principal, and American Southern Insurance Company

(Name of Surety)

P O Box 723030, Atlanta, GA 31139

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce

(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950

(Address of Owner)

Hereinafter called Owner, in the penal sum of Five Hundred Thirteen Thousand

Nine Hundred Fourty Five 30/100 Dollars, (\$ 513,945.30), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ of _____ 2023 a copy of which is hereto attached and made a part hereof, to furnish **General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the

prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.
2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

4. Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein, shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in 2 (Number) counterparts, each of which shall be deemed an original, this ___ day of ___, 2023.

ATTEST:

Journey C&D Group, Inc.

Principal

(Principal) Secretary

By _____

Name _____

Name _____

(Type)

(Type)

(Corporate Seal)

Title _____

(Address)

Witness as to Principal

Witness as to Principal

ATTEST:

NA

(Surety) Secretary

Name NA

(Type)

(Corporate Seal)

Jessica Reno, Witness as to Surety

Stephanie Wall, Witness as to Surety

American Southern Insurance Company

Surety

By

CORPORATE
SEAL

Attorney-in-Fact

1936

Name Kevin R. Wojtowicz

(Type)

P.O. Box 723030

(Address)

Atlanta, GA 31139

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

AMERICAN SOUTHERN INSURANCE COMPANY

Domicile: 200 S.W. 30th Street
Topeka, Kansas 66611

Mailing Address: 3715 Northside Pkwy, NW, STE 4-800
Atlanta, Georgia 30327

GENERAL POWER OF ATTORNEY

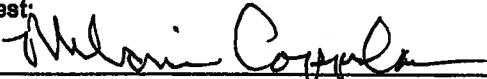
Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Charles J. Nielson or David R. Hoover of Miami Lakes, Florida; Kevin R. Wojtowicz, Laura D. Mosholder, Brett Rosenhaus, or Jessica P. Reno of St. Petersburg, Florida, as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to include execution of consents for the release of retained percentages and/or final estimates on engineering and construction contracts, or similar authority to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (One Million U.S. Dollars).


This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

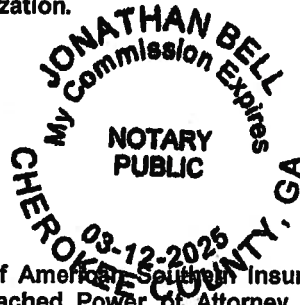
In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 7th day of April, 2017.


Attest:

Melonie A. Coppola, Corporate Secretary
STATE OF GEORGIA
COUNTY OF FULTON

American Southern Insurance Company
By: 
Scott G. Thompson, President

On this 7th day of April, 2017, before me personally came Scott G. Thompson, to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

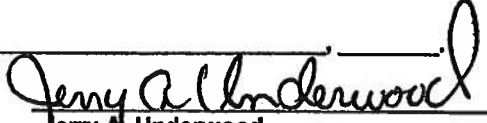
STATE OF GEORGIA NOTARY SEAL:




Jonathan Bell, Notary Public, State of Georgia
My Commission Expires March 12, 2025

I, the undersigned a Vice President of American Southern Insurance Company, a corporation domiciled in Kansas, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the _____ day of _____


Jerry A. Underwood
Vice President - Surety

POA NUMBER: 94630

KANSAS

FPRA Regular Meeting

7. a.

Meeting Date: May 9, 2023

Re: Incubate Neighborhood Center Project Update

Submitted For: Audria Moore-Wells, Special Projects Coordinator, City Manager

SUBJECT:

Incubate Neighborhood Center Project Update

SUMMARY:

Representatives of Incubate Neighborhood Center will provide an update on the organization's change of use application and present a plan to bring the building back into compliance and include an anticipated date of reopening the facility.

RECOMMENDATION:

This presentation is an update.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Audria Moore-Wells, Special Projects Coordinator

COORDINATED WITH:

Nicholas C. Mimms, P.E., ICMA-CM, City Manager
Canieria Gardner, Executive Director of Incubate Neighborhood Center

Fiscal Impact

Budgeted Y/N: N/A

Fiscal Year: 2023

Account: N/A

Amount: N/A

OTHER INFORMATION:

There is no fiscal impact.

FPRA Regular Meeting

7. b.

Meeting Date: May 9, 2023

Re: The Root Update

Submitted For: Audria Moore-Wells, Special Projects Coordinator, City Manager

SUBJECT:

The Root Update

SUMMARY:

Lincoln Park Young Professionals will provide a project status of The Root.

RECOMMENDATION:

This is for information.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Audria Moore-Wells, Special Projects Coordinator

COORDINATED WITH:

Nicholas C. Mimms, P.E., ICMA-CM, City Manager
Lincoln Park Young Professionals

Fiscal Impact

Budgeted Y/N: N/A
Fiscal Year: 2023
Account: N/A
Amount: 0

OTHER INFORMATION:

There is no fiscal impact.

Attachments

Root Presentation

LPYP & The ROOT Project Update

FORT PIERCE
REDEVELOPMENT AGENCY
MAY 9, 2023



PURPOSE

The Lincoln Park Council for the Common Good invited the community to dream up a creative, different or innovate idea to address the needs of Lincoln Park.

LPYP envisioned The ROOT as an open space that engages community through food, market spaces for local small business owners and entertainment.

~~~~~



## THE ROOT FINAL DESIGN



# PROJECT & PARTNERSHIP TEAM UPDATE



A Calisti, LLC  
Architect



*All provided reduced fees and are Community Partners*



# ORGANIZATIONAL UPDATE

## #1 FOCUS - COMPLETE The ROOT

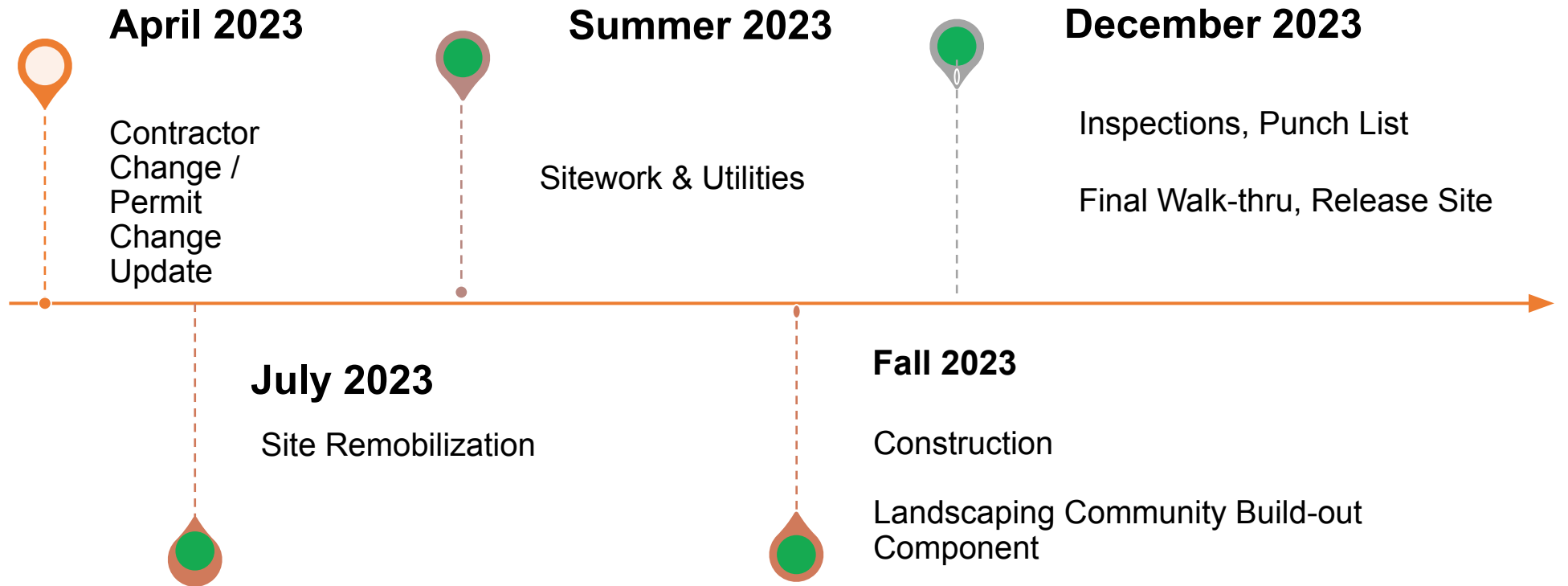
### CAPACITY BUILDING

- Board & General Members
- Strategic Planning, Human Resources, Fundraising, and Legal Business Matters

### CONTINUE FUNDRAISING



# PROJECT SCHEDULE UPDATE



## Schedule Footnotes:

1. Assumes Permit re-issuance in early Summer 2023
2. Some tasks will run parallel and other sequentially
3. Conditional Completion in November / December 2023

# PROJECT REQUESTS

- 1. Expedited Building Plan Transfer Review**
- 2. Lease Extension - 5 years**

# QUESTIONS?

Thank you!



**FPRA Regular Meeting**

**7. c.**

**Meeting Date:** May 9, 2023

**Re:** JCPenney Parking Lot Improvements

**Submitted For:** Nick Mimms, City Manager, City Manager

---

**SUBJECT:**

JCPenney Parking Lot Improvements

---

## **FPRA Regular Meeting**

**7. d.**

**Meeting Date:** May 9, 2023

**Re:** Award RFP 2023-010 for Comprehensive Wayfinding Program and authorize staff to enter negotiations with the highest ranked respondent, Don Bell Signs, Inc.

**Submitted For:** Shyanne Harnage, Economic Development Manager, City Manager

---

### **SUBJECT:**

Award RFP 2023-010 for Comprehensive Wayfinding Program and authorize staff to enter negotiations with the highest ranked respondent, Don Bell Signs, Inc.

### **SUMMARY:**

The City of Fort Pierce/Fort Pierce Redevelopment Agency issued a Request for Proposals (RFP) for the design, permitting, production, and installation of various types and quantities of wayfinding signs throughout the city. RFP 2023-010 was issued on December 28, 2021 and ten (10) proposals were received by the deadline of February 21, 2023. Staff is seeking authorization to negotiate a contract with the highest ranked respondent, Don Bell Signs, Inc. of Port Orange, Florida for a Comprehensive Wayfinding Program consisting of approximately 62 sign assets (Gateway/Entrance Signs, Wayfinding Directional Signs, District Brand Signs and Public Parking Signs)

Wayfinding meets several objectives outlined in the FPRA 2020 Redevelopment Plan including:

- GOAL 10. The Fort Pierce Redevelopment Agency shall enhance the Agency's community presence and awareness and develop the area as a regional destination.
- 10.4. The Fort Pierce Redevelopment Agency shall use the 'brand' to develop unique features in the Community Redevelopment Area (e.g. wayfinding signs, paver patterns/styles, shade structures, transit stops, amenities, etc.) and incorporate these items into the built environment.
- 4-point Action Plan – Foster Arts + Culture. Arts are at the foundation of Fort Pierce's identity. Providing connections and access to the City's existing cultural attractions and cores will reach across the entirety of the community. Additional community and neighborhood gateways are also proposed to help define the extents and entrances of these unique areas, adding to the sense of place and arrival.

### **RECOMMENDATION:**

Staff recommends approval of the award for RFP 2023-010 to the highest ranked respondent, Don Bell Signs, Inc., and authorization for staff to enter negotiations for a period of 60 days.

### **ALTERNATIVES:**

Staff will proceed as directed by the FPRA Board.

### **RESPONSIBLE STAFF:**

Shyanne Harnage, Economic Development Manager

**COORDINATED WITH:**

Purchasing Division

Evaluation Committee:

City Engineer

Public Works Engagement & Outreach Coordinator

Redevelopment Assistant

---

**Attachments**

RFP 2023-010


Bid Tabulation

Cumulative Evaluation Sheet

Don Bell Proposal

Wayfinding Presentation

---

|                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>DELIVER TO:</b><br/> City of Fort Pierce, Purchasing Division<br/> Room 101<br/> 100 North U.S. #1<br/> Fort Pierce, FL 34950</p> <p><b>MAIL TO:</b><br/> City of Fort Pierce Purchasing Division,<br/> Room 101<br/> P.O. Box 1480<br/> Fort Pierce, FL 34954-1480</p> | <p align="center"><b>CITY OF FORT PIERCE</b></p>  <p align="center"><b>REQUEST FOR PROPOSALS<br/> and<br/> PROPOSER ACKNOWLEDGMENT</b></p>                                                                                                                                                                                                                   |
| <p>Bid Writer: Latonya Hubbard, 772-467- 3102</p>                                                                                                                                                                                                                             | <p>RFP No: 2023-010</p>                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <p>Pre-Proposal Conference Date:<br/> N/A</p>                                                                                                                                                                                                                                 | <p>RFP Title: <b>COMPREHENSIVE<br/> WAYFINDING SIGNAGE PROGRAM</b></p>                                                                                                                                                                                                                                                                                                                                                                          |
| <p>Mandatory Pre-Proposal Location:<br/> N/A</p>                                                                                                                                                                                                                              | <p>RFP Opening Location:<br/> City of Ft. Pierce Purchasing Division<br/> Room 101<br/> 100 North U.S. #1, 1st Floor<br/> Ft. Pierce, Florida 34950</p>                                                                                                                                                                                                                                                                                         |
| <p>RFP Due Date &amp; Time:<br/> <br/> <b>3:00 PM, TUESDAY, FEBRUARY 21, 2023</b></p>                                                                                                                                                                                         | <p>If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.</p>                                                                                                                                                                                                                                                                     |
| <p>Proposer Name:<br/> -----<br/> Mailing Address:<br/> -----<br/> -----<br/> -----<br/> -----</p>                                                                                                                                                                            | <p><i>I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.</i></p> <p>X _____<br/> Authorized Signature (Manual)</p> |
| <p>City, State, Zip Code:</p>                                                                                                                                                                                                                                                 | <p>Typed or Printed Name:</p>                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <p>Type of Entity (Select one):<br/> Corporation _____<br/> Partnership _____<br/> Proprietorship _____</p>                                                                                                                                                                   | <p>Title:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <p>Incorporated in the State of: _____ Year: _____</p>                                                                                                                                                                                                                        | <p>Delivery in _____ days, ARO</p>                                                                                                                                                                                                                                                                                                                                                                                                              |
| <p>Phone Number:</p>                                                                                                                                                                                                                                                          | <p>Payment Terms: Net 30 Days</p>                                                                                                                                                                                                                                                                                                                                                                                                               |
| <p>Fax Number:</p>                                                                                                                                                                                                                                                            | <p>FEIN or SS Number:</p>                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p>E-Mail Address:</p>                                                                                                                                                                                                                                                        | <p>Local Business: ___ Y ___ N MWBE: ___ Y ___ N</p>                                                                                                                                                                                                                                                                                                                                                                                            |
| <p>Bid Security is attached, when required, in the amount of \$ _____<br/> F.O.B. DESTINATION</p>                                                                                                                                                                             | <p>If returning as a "No Bid" state reason:</p>                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p align="center"><b>THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID</b></p>                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

# Table of Contents

## **SECTION I – GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR BIDDERS**

|                                                |                                                |           |
|------------------------------------------------|------------------------------------------------|-----------|
| 1                                              | GENERAL INFORMATION                            | 1         |
| 2                                              | DELAYS                                         | 1         |
| 3                                              | EXECUTION OF BIDS                              | 1         |
| 4                                              | NO BID                                         | 1         |
| 5                                              | PROPOSAL OPENING                               | 1         |
| 6                                              | TAXES                                          | 2         |
| 7                                              | DISCOUNTS                                      | 2         |
| 8                                              | MISTAKES                                       | 2         |
| 9                                              | INVOICING AND PAYMENT                          | 2         |
| 10                                             | DELIVERY                                       | 3         |
| 11                                             | ADDITIONAL TERMS AND CONDITIONS                | 3         |
| 12                                             | INTERPRETATION                                 | 3         |
| 13                                             | ADDENDUM                                       | 4         |
| 14                                             | DISPUTES                                       | 4         |
| 15                                             | CONFLICT OF INTEREST                           | 4         |
| 16                                             | LEGAL REQUIREMENTS                             | 4         |
| 17                                             | DRUG FREE WORKPLACE                            | 4         |
| 18                                             | MINORITY/WOMEN OWNED BUSINESS ENTERPRICES      | 5         |
| 19                                             | PUBLIC ENTITY CRIMES                           | 5         |
| 20                                             | AWARD                                          | 5         |
| 21                                             | EEO STATEMENT                                  | 5         |
| 22                                             | CONTRACTUAL AGREEMENT                          | 5         |
| 23                                             | GOVERNMENTAL RESTRICTION                       | 6         |
| 24                                             | PATENTS AND ROYALTIES                          | 6         |
| 25                                             | ADVERTISING                                    | 6         |
| 26                                             | ASSIGNMENT                                     | 6         |
| 27                                             | COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH | 6         |
| 28                                             | FACILITIES                                     | 7         |
| 29                                             | REPRESENTATION                                 | 7         |
| 30                                             | DISQUALIFICATION OF BIDDER                     | 7         |
| 31                                             | ADJUSTMENTS/CHANGES/DEVIATIONS                 | 7         |
| 32                                             | INSURANCE                                      | 7         |
| 33                                             | PUBLIC RECORDS                                 | 7         |
| 34                                             | PROPOSER REPRESENTATION                        | 8         |
| 35                                             | COOPERATIVE PURCHASING                         | 8         |
| 36                                             | CANCELLATION                                   | 8         |
| <b>SECTION II INSURANCE REQUIREMENTS</b>       |                                                | <b>9</b>  |
| <b>INSURANCE REQUIREMENTS</b>                  |                                                | <b>9</b>  |
| <b>SECTION III – INSTRUCTIONS TO PROPOSERS</b> |                                                | <b>12</b> |
| 1                                              | SUMMARY                                        | 12        |
| 2                                              | BACKGROUND                                     | 12        |
| 3                                              | PURPOSE                                        | 12        |
| 4                                              | PROPOSAL OPENING DATE                          | 13        |
| 5                                              | INQUIRIES/QUESTIONS                            | 14        |
| 6                                              | SUBMITTAL REQUIREMENTS                         | 14        |

|                                        |                                                                                        |           |
|----------------------------------------|----------------------------------------------------------------------------------------|-----------|
| 7                                      | EVALUATION CRITERIA                                                                    | 15        |
| 8                                      | PERMITS AND LICENSES                                                                   | 15        |
| 9                                      | CERTIFICATE OF INSURANCE AND BONDING REQUIREMENTS                                      | 15        |
| 10                                     | BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)                                            | 16        |
| 11                                     | W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION                                   | 16        |
| 12                                     | REFERENCE CHECK FORM                                                                   | 16        |
| 13                                     | PROPOSAL PREPARATION COST                                                              | 16        |
| 14                                     | MINORITY PARTICIPATION AND OUTREACH PROGRAM                                            | 16        |
| <b>SECTION III – STATEMENT OF WORK</b> |                                                                                        | <b>17</b> |
| 1                                      | SCOPE OF WORK                                                                          | 17        |
| 2                                      | SIGN LOCATION                                                                          | 17        |
| 3                                      | DESIGN INTENT                                                                          | 17        |
| 4                                      | BUDGET                                                                                 | 17        |
| <b>SECTION IV - FORMS</b>              |                                                                                        | <b>18</b> |
|                                        | CERTIFICATION REGARDING DEBARMENTS, SUSPENSION,<br>INELIBILITY AND VOLUNTARY EXCLUSION | 19        |
|                                        | DRUG-FREE WORKPLACE                                                                    | 20        |
|                                        | W-9 IDENTIFICATION NUMBER AND CERTIFICATION                                            | 21        |
|                                        | REFERENCE FORMS                                                                        | 22        |
|                                        | BIDDER'S CHECKLIST                                                                     | 25        |
| <b>PDF ATTACHMENTS</b>                 |                                                                                        |           |
|                                        | EXISTING SIGNAGE                                                                       |           |
|                                        | EXHIBIT A PROPOSER SIGN LOCATIONS                                                      |           |
|                                        | EXHIBIT B DESIGN INTENT                                                                |           |

## SECTION I

### GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR PROPOSERS

#### 1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit three (3) complete sets (one [1] original and two [2] copies) of their bid complete with all supporting documentation. **SUBMITTAL OF A PROPOSAL IN RESPONSE TO THIS INVITATION TO PROPOSER CONSTITUTES AN OFFER BY THE PROPOSER.** Proposals, which do not comply with the requirements, may be rejected at the option of the City.

#### 2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

#### 3. EXECUTION OF PROPOSAL

**Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposal/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD.** Proposals must be typed or legibly printed in ink. All corrections made by the Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers, and attached to the proposal.

#### 4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

**5. PROPOSAL OPENING**

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: <https://www.demandstar.com>

**6. TAXES**

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

**7. DISCOUNTS**

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

**8. MISTAKES**

- a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.
- b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

**9. INVOICING AND PAYMENT**

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s)

and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as “partial”, “complete”, or “final” invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.
- c. The invoice shall contain the Bidder’s Federal Employer Identification Number (F.E.I.N.).

**10. DELIVERY**

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

**11. ADDITIONAL TERMS AND CONDITIONS**

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this bid and the Proposal authorized signature on the Bid Form attests to this.

**12. INTERPRETATION**

All Proposer shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposal; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 12. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all

Proposers who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

**13. ADDENDUM**

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City Purchasing Department. Proposer who obtain Proposal Documents from other sources must officially register with the City Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

**14. DISPUTES**

Any Proposer who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

**15. CONFLICT OF INTEREST**

All Proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

**16. LEGAL REQUIREMENTS**

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

**17. DRUG-FREE WORK PLACE (DFW)**

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

**18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)**

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

**19. PUBLIC ENTITY CRIMES**

No award will be executed with any person or affiliate identified on the Department of Management Services “convicted vendor” list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently \$10,000.00) with any person or affiliated on the “convicted vendor” list for a period of thirty-six (36) months from the date that person or affiliate was placed on the “convicted vendor” list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

**20. AWARD**

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, “All or None”, or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

**21. EEO STATEMENT**

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

**22. CONTRACTUAL AGREEMENT**

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

**23. GOVERNMENTAL RESTRICTION**

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

**24. PATENTS AND ROYALTIES**

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**25. ADVERTISING**

In submitting a bid, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

**26. ASSIGNMENT**

Any purchase order or contract issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

**27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

Proposer certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

**28. FACILITIES**

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer

**29. REPRESENTATION**

A Proposer must have at the time of the proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

**30. DISQUALIFICATION OF PROPOSER**

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposer's Proposals in which the prices obviously are unbalanced will be subject to rejection.

**31. ADJUSTMENTS/CHANGES/DEVIATIONS**

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

**32. INSURANCE**

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

**33. PUBLIC RECORDS**

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

**34. PROPOSER PREPARATION COSTS**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

**35. COOPERATIVE PURCHASING**

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

**36. CANCELLATION**

This request may be canceled and any response, bid, or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and/or the Fort Pierce Redevelopment Agency. Section 2-63(a)(7) of the City Code.

**ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

## SECTION II

|                               |
|-------------------------------|
| <b>INSURANCE REQUIREMENTS</b> |
|-------------------------------|

The CONTRACTOR shall, at its own expense, procure and maintain, with insurers acceptable to FPRA and the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. The CONTRACTOR shall not commence work until the required insurance is in force and evidence of insurance acceptable to FPRA and the CITY has been provided to and approved by FPRA and the CITY. As evidence of compliance with the insurance required herein, CONTRACTOR shall furnish FPRA and the CITY with:

- (a) A fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Fort Pierce Redevelopment Agency and the City of Fort Pierce and their respective members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
- (b) The original of the policy(ies); or
- (c) Other evidence satisfactory to FPRA and the CITY.

Until such insurance is no longer required by this Contract, CONTRACTOR shall provide the FPRA and the CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

To the extent CONTRACTOR is permitted to and elects to sub-contract any of the work performed under this Contract, CONTRACTOR will require all subcontractors to provide insurance coverage complying with the requirements set forth herein, and will provide the FPRA and the CITY with evidence of such coverage prior to the commencement of the subcontractor's work.

**WORKERS' COMPENSATION/EMPLOYER'S LIABILITY INSURANCE.**

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- Part One: "Statutory"
- Part Two: \$1,000,000 Each Accident  
\$1,000,000 Disease – Policy Limit  
\$1,000,000 Disease – Each Employee

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against FRPA and the CITY and their respective members, officials, officers, and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with FPRA and the CITY and their respective members, officials, officers, and employees scheduled thereon.

**GENERAL LIABILITY INSURANCE.**

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than those which are required by the State of Florida or those which under an ISO filing must be attached to the policy (i.e., mandatory endorsements).

FPRA and the City of Fort Pierce and their respective members, officials, officers, and employees shall be included as "Additional Insureds" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization).

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

|                                         |             |
|-----------------------------------------|-------------|
| General Aggregate                       | \$1,000,000 |
| Products/Completed Operations Aggregate | \$1,000,000 |
| Personal and Advertising Injury         | \$1,000,000 |
| Each Occurrence                         | \$1,000,000 |

**AUTOMOBILE LIABILITY INSURANCE.**

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

|                                                                         |             |
|-------------------------------------------------------------------------|-------------|
| Each Occurrence Bodily Injury and<br>Property Damage Liability Combined | \$1,000,000 |
|-------------------------------------------------------------------------|-------------|

**GENERAL CONDITIONS**

The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance, or self-insurance, maintained by the FPRA and the CITY shall be in excess of, and shall not contribute with the insurance provided by CONTRACTOR.

Except where prior written approval has been obtained hereunder, the insurance maintained by CONTRACTOR shall apply on a first dollar basis without application of a deductible or self-insured retention. CONTRACTOR shall pay on behalf of FPRA or the

City of Fort Pierce or their members, officials, officers, and employees any deductible or self-insured retention applicable to a claim against FPRA or the City of Fort Pierce or their members, officials, officers, and employees.

All policies of insurance provided by the CONTRACTOR shall be endorsed to provide that the Insurer waives its rights against FPRA and the City of Fort Pierce and their members, officials, officers, and employees.

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR. Any remedy provided to FPRA and the CITY by the insurance provided by CONTRACTOR or FPRA and the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONTRACTOR) available to FPRA and the CITY under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by CONTRACTOR shall relieve CONTRACTOR from the responsibility to provide insurance as required by this Agreement.

All insurance policies provided by the contractor shall be endorsed to provide the FPRA and the CITY with thirty (30) days' prior written notice of cancellation.

**Certificates of Insurance must be completed as follows:**

**Certificate Holder**

**City of Fort Pierce**

**Attn: Purchasing Division**

**P.O. Box 1480**

**Fort Pierce FL 34954-1480**

**Additional Insured on the Commercial General Liability**

**Fort Pierce Redevelopment Agency and the City of Fort Pierce and their respective officials, officers and employees**

## SECTION III

### INSTRUCTIONS TO PROPOSERS

#### 1. SUMMARY

The City of Fort Pierce and Fort Pierce Redevelopment Agency are requesting proposals for the design, permitting, production, and installation of various types and quantities of wayfinding signs throughout the city. All project elements must meet the minimum specifications provided within this bid package. Firms with experience in signage fabrication and installation are encouraged to submit bids.

#### 2. BACKGROUND

Fort Pierce, often called the Sunrise City, has been the hub of St. Lucie County, Florida for over 100 years. Situated on the "Treasure Coast," named after the famed sinking of a Spanish treasure fleet in 1715, Fort Pierce is one of the oldest communities on the east coast of Florida. Incorporated in 1901, the city grew from 300 pioneers to over 45,000 residents today and encompasses approximately 31 square miles. Our city is a diverse, yet neighborly, community that embraces both the richness of our heritage and the promise of the future. In Fort Pierce, you'll find a historic, small-town lifestyle in a picturesque slice of paradise, with miles and miles of unspoiled shores. Fort Pierce is one of Florida's best-kept secrets -- a place with fascinating research centers and museums, excellent community services, and a wealth of cultural and recreational attractions.

Fort Pierce is truly a unique gem on the Treasure Coast, and we are committed to making our city sparkle. With recent redevelopment projects, historic preservation initiatives, and a focus on cultural and recreational amenities, Fort Pierce is an exceptional place to live, work, learn, and play.

Fort Pierce has retained its old Florida charm and scale, as it has welcomed new development and revitalization. The historic Downtown waterfront affords residents contemporary shopping, dining, great fishing, and a range of entertainment and activities from the nationally acclaimed Farmers Market, Friday Fest, Jazz Craft Market and the historic Sun rise Theatre for the Performing Arts.

#### 3. PURPOSE

A comprehensive wayfinding program is considered key to a broad strategy that will accentuate the aesthetic qualities of Fort Pierce to attract visitors, support business owners, develop a sense of community pride, and increase connectivity within the city. A comprehensive wayfinding program may have an economic impact by emphasizing the identity and accentuating the unique heritage and cultural values of the city.

The goal of a well-crafted wayfinding and signage program is to orient users and visitors to important landmark experiences, parking, business, recreational opportunities, and other public points of interest such as beaches, parks,

museums, historical landmarks, etc. It fosters a brand and thereby communicates a sense of being within a special area. Wayfinding signage systems may be made up of a series of standards, each addressing specific audiences: pedestrians, motorized visitors, and those passing-through. These systems may be designed in a manner where minor customization for localized branding appeals to certain areas like the districts within the Redevelopment Area, such as Downtown, South Beach, Fisherman's Wharf, Lincoln Park, Peacock Arts District, or other districts, while still conforming to a consistent city-wide standard.

Presently, there is a variety of competing signage styles throughout the city. The variety of styles reduces the potential for a unified identity in the area. The overall visual quality of the city may be significantly improved by the adoption of a cohesive wayfinding program. A well-planned graphic identity will contribute to creating a cohesive sense of place and improving the use of the various destinations and businesses within the area by both daily users and visitors.

Architectural and graphic influences based upon local architecture and natural features may enhance the program. A review of historic Fort Pierce features and natural assets may guide the ultimate design theme of the wayfinding program. The design theme and identification of mobility patterns and attractions will guide pedestrians, bicyclists, and automobiles, through the local environment using maps, signs, landmarks, and icons.

**4. RFP OPENING DATE**

RFP's are due on or before **3:00PM, TUESDAY, FEBRUARY 21, 2023.**

Three (3) copies of sealed bids (one original and two copies) shall be mailed or delivered to:

**Delivery Address:**  
**City of Fort Pierce**  
**Attn: Purchasing Division,**  
**Room 101**  
**100 North U.S. #1**  
**Fort Pierce, FL 34950**

**Mailing Address:**  
**City of Fort Pierce**  
**Attn: Purchasing Division,**  
**Room 101**  
**P.O. Box 1480**  
**Fort Pierce, FL 34954-1480**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to [lhubbard@cityoffortpierce.com](mailto:lhubbard@cityoffortpierce.com) or on the web site of Demandstar.com ([www.demandstar.com](http://www.demandstar.com)) and the web site of the City of Fort Pierce (<http://purchasing@cityoffortpierce.com>).

Any bids received after the designated time and date listed above will be returned unopened.

**5. INQUIRIES/QUESTIONS**

- a. All inquiries will be in a written format and addressed to the City Manager's Office with a copy to the Purchasing Division:

**TO**  
Shyanne Harnage  
Economic Development Manager  
City of Fort Pierce  
P.O. Box 1480  
Fort Pierce, FL 34954  
[sharnage@cityoffortpierce.com](mailto:sharnage@cityoffortpierce.com)

**COPY**  
Latonya Hubbard  
Purchasing Agent  
City of Fort Pierce  
P.O. Box 1480  
Fort Pierce, FL 34954  
[lhubbard@cityoffortpierce.com](mailto:lhubbard@cityoffortpierce.com)

- b. No inquiries will be received no later than **5:00 PM, FEBRUARY 13, 2023.**

**6. SUBMITTAL REQUIREMENTS**

The proposal shall be submitted in a concise, organized format divided by the following six (6) tabs:

- a. **Tab 1: Proposal Documents and Introduction**
  - i. Cover letter – Letter summarizing why the City of Fort Pierce should select your firm and identify the Project Manager for this project including contact information and office location.
  - ii. Include all mandatory forms in Section IV, licenses, or certifications from this solicitation in Tab 1.
- b. **Tab 2: Key Personnel, Credentials and Qualifications**
  - i. Identify key individuals involved on this project, their affiliation and office location. The brief overview should identify the individual's experience on similar projects and their availability to support this project.
- c. **Tab 3: Firm's Experience with Wayfinding Signage**
  - i. Explain the firm's qualification and experience in urban design and wayfinding along with examples of this work.
  - ii. Examples of work should include date, firm's involvement, and estimated project budget.
- d. **Tab 4: Ability to Meet Project Scope**
  - i. Provide a project schedule and process that identifies general timeframes for finalizing the design, permitting, fabrication and installation.
- e. **Tab 5: Preliminary Design Concepts**
  - i. Provide design imagery for the four (4) sign types included in the scope of work – gateway, wayfinding, district brand and parking.
  - ii. Include a brief summary/description of the designs.
- f. **Tab 6: Price**
  - i. Provide the estimated cost schedule for this project.

7. **EVALUATION CRITERIA**

The City Manager will appoint a selection committee to review and evaluate the firms using the following criteria.

|                                                                     |            |
|---------------------------------------------------------------------|------------|
| Key personnel, credentials, and qualifications                      | 10         |
| Firm's experience with wayfinding signage design and implementation | 10         |
| Past performance and references                                     | 20         |
| Ability to meet project scope                                       | 20         |
| Preliminary design concepts                                         | 20         |
| Price                                                               | 20         |
| <b>Total</b>                                                        | <b>100</b> |

8. **PERMITS AND LICENSES**

- a. Contractor shall obtain, pay for, and post on site all permits and licenses necessary to complete this project.
- b. Contractor and subcontractors must have current licenses required by the State of Florida and the City of Fort Pierce.
- c. All materials and methods of construction related to work performed on this project must comply with all appropriate specifications, code requirements, ordinances and laws of the City of Fort Pierce, the State of Florida, and the Federal Government, and contractor will permit reasonable inspection of all work by authorized inspectors.

9. **CERTIFICATE OF INSURANCE AND BONDING**

**REQUIREMENTS**

a. **CERTIFICATE OF INSURANCE**

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with Bid submittal. If awarded, insurance must comply with the Required Limits of Insurance and include builder's risk as indicated in Section III of the specifications.

b. **BOND REQUIREMENTS**

Performance and Payment Bonds will be required of the successful Proposer in the amount of 100% of the contract amount, **if the contract amount is in excess of \$50,000. Please see Section III Required Limits of Insurance, Performance and Payment Bonds.**

10. **BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)**  
Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your submittal.
  
11. **W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM**  
The Proposers will be required to return a completed W-9 Taxpayer Identification Form with the Bid Response Form.
  
12. **REFERENCE CHECK FORM**  
Please provide a detailed list of reference showing your expertise and experience in providing the services requested. A minimum of three (3) references are required for this Bid. Please complete the three Reference Check forms and submit with Bid package. References should include project description, contact names, addresses, phone, and email.
  
13. **PROPOSAL PREPARATION COST**  
The cost to prepare the proposal in its entirety shall be the full responsibility of the proposer.
  
14. **MINORITY PARTICIPATION AND OUTREACH PROGRAM**  
Describe your firm's program and/or policies in regard to minority and non- discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

## SECTION IV

### STATEMENT OF WORK

#### 1. **SCOPE OF WORK**

This project should be proposed according to specifications set forth in this solicitation and must be all inclusive. Phase I of the Comprehensive Wayfinding Signage Project involves 62 sign assets in a variety of shapes and sizes across the City. Proposals shall include design, permitting, production, and installation.

#### **PHASE I:**

##### **a. CITY GATEWAY SIGNS (9)**

Entrance/welcome signs located at the gateways of the City of Fort Pierce.

##### **b. WAYFINDING DIRECTIONAL SIGNS (30)**

Signs directing travelers to points of interest throughout the City of Fort Pierce.

##### **c. DISTRICT BRAND SIGNS (13)**

Signs identifying the five districts of the Fort Pierce Redevelopment Agency: Downtown Fort Pierce, Fisherman's Wharf, South Beach, Lincoln Park, and Peacock Arts District. Each district has their own unique logo which should be utilized for the district brand signs.

##### **d. PUBLIC PARKING (10)**

Succinct public parking signs to direct and identify public parking locations throughout Downtown Fort Pierce.

Subsequent phases may include over-the-street archway signs to identify City and districts, public parking entrance signage, informational kiosks, and regulatory signage.

#### 2. **SIGN LOCATIONS**

The locations identified in Exhibit A are preliminary and may need to be adjusted based on permitting and approvals as the project progresses. The City will accept recommendations from the vendor on installation locations based on best practices.

#### 3. **DESIGN INTENT**

Designs from other municipalities are attached in Exhibit B to provide proposers with examples of the intent of this project. In addition, City logos and district logos are also provided in Exhibit B.

#### 4. **BUDGET**

The preliminary budget for design, permitting, production and installation of this project is estimated to be \$500,000.

# **SECTION V**

# **FORMS**



---

## Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

---

### Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, \_\_\_\_\_,  
**(Contractor's Name)** certifies  
by submission of this document, that neither it nor its principals is presently  
debarred, suspended, proposed for debarment, declared ineligible, or voluntarily  
excluded from participation in this transaction by any Federal  
Department or Agency.
- (2) Where the Recipient's contractor's is unable to certify to the above statement, the  
prospective contractor shall attach an explanation to this form.

|                               |                                 |
|-------------------------------|---------------------------------|
| <b>(Contractor's Name)</b>    | City of Fort Pierce             |
| <b>(Authorized Signature)</b> | <b>Date:</b> _____              |
| <b>(Print Name)</b>           |                                 |
| <b>(Title)</b>                | <b>Division Contract Number</b> |
| <b>(Street and Address)</b>   |                                 |
| <b>(City, State, Zip)</b>     |                                 |



## DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that \_\_\_\_\_ does:

*(Name of Business)*

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
*Proposer's Signature*

\_\_\_\_\_  
*Date*

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type.<br>See Specific Instructions on page 3. | <p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> | <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> |
|                                                        | <p>5 Address (number, street, and apt. or suite no.) See instructions.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Requestor's name and address (optional)                                                                                                                                                                                                                                            |
|                                                        | <p>6 City, state, and ZIP code</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                    |
|                                                        | <p>7 List account number(s) here (optional)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                    |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                                                                                                                                                                                                                                                                                                                                            |  |  |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| Social security number                                                                                                                                                                                                                                                                                                                                     |  |  |  |  |
| <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> </tr> </table> |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                            |  |  |  |  |
| OR                                                                                                                                                                                                                                                                                                                                                         |  |  |  |  |
| Employer identification number                                                                                                                                                                                                                                                                                                                             |  |  |  |  |
| <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> </tr> </table> |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                            |  |  |  |  |

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|           |                                  |              |
|-----------|----------------------------------|--------------|
| Sign Here | Signature of U.S. person ▶ _____ | Date ▶ _____ |
|-----------|----------------------------------|--------------|

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is Backup Withholding, later.*



# REFERENCE CHECK FORM

|                                |                                                               |
|--------------------------------|---------------------------------------------------------------|
| <b>RFP No:</b> <u>2023-010</u> | <b>Title:</b> <u>Comprehensive Wayfinding Signage Program</u> |
| Bidder/Respondent Name: _____  |                                                               |
| Reference Company Name: _____  |                                                               |
| Telephone Number: _____        | Fax Number: _____                                             |
| Contact Name: _____            | Email: _____                                                  |

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3102.

- When did this company work for you? From: \_\_\_\_\_ To: \_\_\_\_\_
  - How would you describe the Contractor:

**Quality of Work:**

---



---

**Dependability:**

---



---

**Integrity of owner and employees:**

---



---

**What areas could he/she improve upon?**

---



---

Would you contract with this Contractor again? Yes  No  Maybe

On a scale of 1 to 5, how would you rate his/her work in general? 1  2  3  4  5

Add any information/comments that might help us evaluate their ability to perform for us?

---



---



# REFERENCE CHECK FORM

|                                |                                                               |
|--------------------------------|---------------------------------------------------------------|
| <b>RFP No:</b> <u>2023-010</u> | <b>Title:</b> <u>Comprehensive Wayfinding Signage Program</u> |
| Bidder/Respondent Name: _____  |                                                               |
| Reference Company Name: _____  |                                                               |
| Telephone Number: _____        | Fax Number: _____                                             |
| Contact Name: _____            | Email: _____                                                  |

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3102.

- When did this company work for you? From: \_\_\_\_\_ To: \_\_\_\_\_
  - How would you describe the Contractor:

**Quality of Work:**

\_\_\_\_\_

\_\_\_\_\_

**Dependability:**

\_\_\_\_\_

\_\_\_\_\_

**Integrity of owner and employees:**

\_\_\_\_\_

\_\_\_\_\_

**What areas could he/she improve upon?**

\_\_\_\_\_

\_\_\_\_\_

Would you contract with this Contractor again? Yes  No  Maybe

On a scale of 1 to 5, how would you rate his/her work in general? 1  2  3  4  5

Add any information/comments that might help us evaluate their ability to perform for us?

\_\_\_\_\_

\_\_\_\_\_



# REFERENCE CHECK FORM

**RFP No:** 2023-010      **Title:** Comprehensive Wayfinding Signage Program

Bidder/Respondent Name: \_\_\_\_\_

Reference Company Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3102.

- When did this company work for you? From: \_\_\_\_\_ To: \_\_\_\_\_
- How would you describe the Contractor:

### Quality of Work:

\_\_\_\_\_

\_\_\_\_\_

### Dependability:

\_\_\_\_\_

\_\_\_\_\_

### Integrity of owner and employees:

\_\_\_\_\_

\_\_\_\_\_

### What areas could he/she improve upon?

\_\_\_\_\_

\_\_\_\_\_

gain?      Yes       No       Maybe

On a scale of 1 to 5, how would you rate his/her work in general? 1  2  3  4  5

Add any information/comments that might help us evaluate their ability to perform for us?

\_\_\_\_\_

\_\_\_\_\_

# CITY OF FORT PIERCE PROPOSER'S CHECKLIST



This checklist is provided to assist each Proposer in the preparation of their proposal. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline ~ it is the responsibility of each Proposer to read and comply with the Request for Proposal in its entirety.

**Check “Yes” or “No” to each of the following:**

**YES**

**NO**

Is Invitation to Bid cover page (page 1) completed, signed and attached?

\_\_\_\_\_

\_\_\_\_\_

All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.

\_\_\_\_\_

\_\_\_\_\_

Is each Addendum (when issued) signed and included?

\_\_\_\_\_

\_\_\_\_\_

**PLEASE SIGN AND RETURN WITH PROPOSAL**\_\_\_\_\_



## EXHIBIT "A" SIGN LOCATIONS

| WAYFINDING           |                                                                           |                                                                                                                                                             |
|----------------------|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Street and Direction | Sign Location                                                             | Proposed Text/Destinations                                                                                                                                  |
| US 1 Northbound      | Edwards Road and US 1<br>(between Edwards and tracks on east side of US1) | <ul style="list-style-type: none"> <li>• Heathcote Botanical Gardens</li> <li>• Indian Hills Recreation Area</li> <li>• Old Fort Pierce</li> </ul>          |
|                      | Virginia Avenue and US 1<br>(just south of Virginia on east side)         | <ul style="list-style-type: none"> <li>• Downtown</li> <li>• Beaches</li> <li>• Indian Hills Golf Course</li> </ul>                                         |
|                      | Orange Avenue and US 1                                                    | <ul style="list-style-type: none"> <li>• Downtown</li> <li>• Sunrise Theatre</li> <li>• Marina Square</li> <li>• Peacock Arts District</li> </ul>           |
|                      | Avenue C and US 1                                                         | <ul style="list-style-type: none"> <li>• Backus Museum</li> <li>• Manatee Center</li> <li>• Visitor Center</li> <li>• Lincoln Park</li> </ul>               |
|                      | Seaway Plaza and US 1                                                     | <ul style="list-style-type: none"> <li>• Beaches</li> <li>• Port of Fort Pierce</li> <li>• UDT Navy Seal Museum</li> <li>• Aquarium</li> </ul>              |
|                      | North Causeway and US 1                                                   | <ul style="list-style-type: none"> <li>• UDT Navy Seal Museum</li> <li>• Beaches</li> <li>• Parks</li> <li>• Boat Ramps</li> </ul>                          |
| US 1 Southbound      | Avenue H and US 1                                                         | <ul style="list-style-type: none"> <li>• Port of Fort Pierce</li> <li>• Beaches</li> <li>• Lincoln Park</li> <li>• Downtown</li> </ul>                      |
|                      | Seaway Drive and US 1                                                     | <ul style="list-style-type: none"> <li>• Beaches</li> <li>• Aquarium</li> <li>• Parks</li> <li>• Downtown</li> </ul>                                        |
|                      | Avenue D and US 1                                                         | <ul style="list-style-type: none"> <li>• Lincoln Park</li> <li>• Downtown</li> <li>• Backus Museum</li> <li>• Visitor Center</li> </ul>                     |
|                      | Avenue C and US 1                                                         | <ul style="list-style-type: none"> <li>• Backus Museum</li> <li>• Manatee Center</li> <li>• Visitor Center</li> <li>• Moore's Creek Linear Park</li> </ul>  |
|                      | Avenue A and US 1                                                         | <ul style="list-style-type: none"> <li>• Marina Square</li> <li>• City Hall</li> <li>• Peacock Arts District</li> <li>• Indian Hills Golf Course</li> </ul> |

*The locations identified in Exhibit A are preliminary and may need to be adjusted based on permitting and approvals as the project progresses. The City will accept recommendations from the vendor on installation locations based on best practices.*

**EXHIBIT “A”**  
**SIGN LOCATIONS**

|                                  |                                               |                                                                                                                                                                                                  |
|----------------------------------|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                  | Orange Avenue and US 1                        | <ul style="list-style-type: none"> <li>• Sunrise Theatre</li> <li>• Courthouse</li> <li>• Library</li> <li>• Peacock Arts District</li> </ul>                                                    |
|                                  | Ohio Avenue and US 1                          | <ul style="list-style-type: none"> <li>• Indian Hills Golf Course</li> <li>• Savannahs Recreation Area</li> <li>• Indian Hills Recreation Area</li> <li>• Heathcote Botanical Gardens</li> </ul> |
| Indian River Drive<br>Northbound | Savannah Road and IRD                         | <ul style="list-style-type: none"> <li>• Indian Hills Recreation Area</li> <li>• Heathcote Botanical Gardens</li> <li>• Old Fort Park</li> <li>• Downtown</li> </ul>                             |
|                                  | Citrus Avenue and IRD                         | <ul style="list-style-type: none"> <li>• Sunrise Theatre</li> <li>• Marina Square</li> <li>• Visitor Center</li> <li>• Shopping and Dining</li> </ul>                                            |
|                                  | Orange Avenue and IRD                         | <ul style="list-style-type: none"> <li>• Peacock Arts District</li> <li>• Marina Square</li> <li>• Backus Museum</li> <li>• Beaches</li> </ul>                                                   |
|                                  | Crosswalk Light Post at<br>Seven Gables House | <ul style="list-style-type: none"> <li>• Manatee Center</li> <li>• Visitor Center</li> <li>• Backus Museum</li> <li>• Veteran’s Memorial Park</li> </ul>                                         |
|                                  | Seaway Drive and IRD                          | <ul style="list-style-type: none"> <li>• Beaches</li> <li>• Parks</li> <li>• Aquarium</li> <li>• Port of Fort Pierce</li> </ul>                                                                  |
| Indian River Drive<br>Southbound | Avenue E and IRD                              | <ul style="list-style-type: none"> <li>• Sunrise Theatre</li> <li>• Marina Square</li> <li>• Visitor Center</li> <li>• Shopping + Dining</li> </ul>                                              |
|                                  | Avenue D and IRD                              | <ul style="list-style-type: none"> <li>• Manatee Center</li> <li>• Visitor Center</li> <li>• Backus Museum</li> <li>• Lincoln Park District</li> </ul>                                           |
|                                  | Avenue A and IRD                              | <ul style="list-style-type: none"> <li>• Sunrise Theatre</li> <li>• Marina Square</li> <li>• Courthouse</li> <li>• Library</li> </ul>                                                            |
|                                  | Orange Avenue and IRD                         | <ul style="list-style-type: none"> <li>• Sunrise Theatre</li> <li>• Courthouse</li> <li>• Old Fort Park</li> <li>• Peacock Arts District</li> </ul>                                              |

*The locations identified in Exhibit A are preliminary and may need to be adjusted based on permitting and approvals as the project progresses. The City will accept recommendations from the vendor on installation locations based on best practices.*

**EXHIBIT "A"**  
**SIGN LOCATIONS**

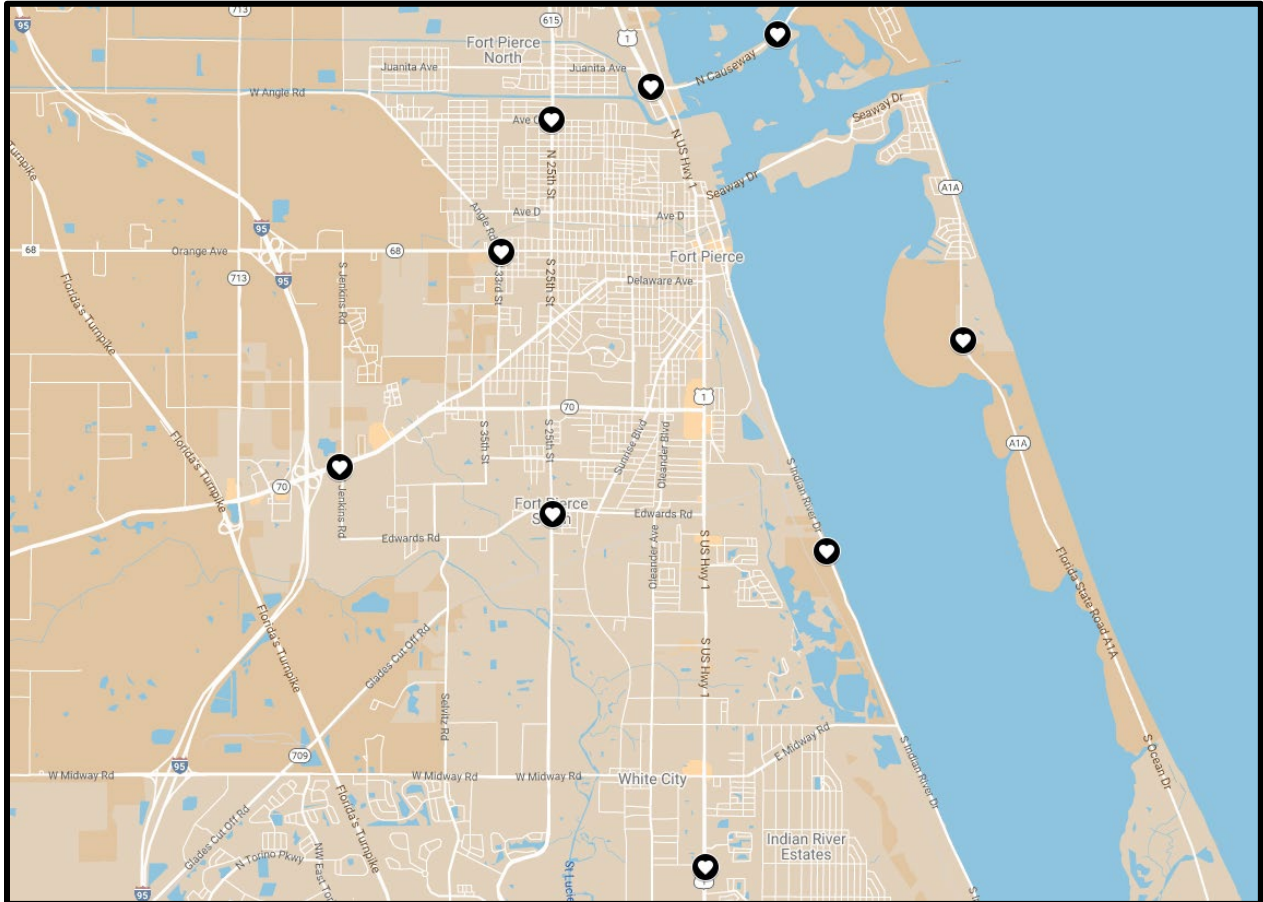
|                                 |                                    |                                                                                                                                                  |
|---------------------------------|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Seaway Drive<br>Eastbound       | Bottom of bridge (east)            | <ul style="list-style-type: none"> <li>• Aquarium</li> <li>• History Museum</li> <li>• Jetty Park</li> <li>• Beaches</li> </ul>                  |
|                                 | Seaway just before Ocean Drive     | <ul style="list-style-type: none"> <li>• Jetty Park</li> <li>• Jaycee Park</li> <li>• Beaches</li> <li>• Public Parking</li> </ul>               |
| South Ocean (A1A)<br>Northbound | Ocean Drive and Seaway             | <ul style="list-style-type: none"> <li>• Jetty Park</li> <li>• Museums</li> <li>• Aquarium</li> <li>• Downtown</li> </ul>                        |
| Okeechobee Road<br>Eastbound    | Turnpike exit and<br>Okeechobee Rd | <ul style="list-style-type: none"> <li>• Downtown</li> <li>• Sunrise Theatre</li> <li>• Beaches</li> <li>• Indian River State College</li> </ul> |
|                                 | Okeechobee Rd and SB<br>I95 exit   | <ul style="list-style-type: none"> <li>• Downtown</li> <li>• Sunrise Theatre</li> <li>• Beaches</li> <li>• Indian River State College</li> </ul> |
|                                 | Okeechobee Rd and NB<br>I95 exit   | <ul style="list-style-type: none"> <li>• Downtown</li> <li>• Sunrise Theatre</li> <li>• Beaches</li> <li>• Indian River State College</li> </ul> |

*The locations identified in Exhibit A are preliminary and may need to be adjusted based on permitting and approvals as the project progresses. The City will accept recommendations from the vendor on installation locations based on best practices.*

# EXHIBIT "A" SIGN LOCATIONS

## GATEWAY ENTRANCE SIGNS

Proposed Locations



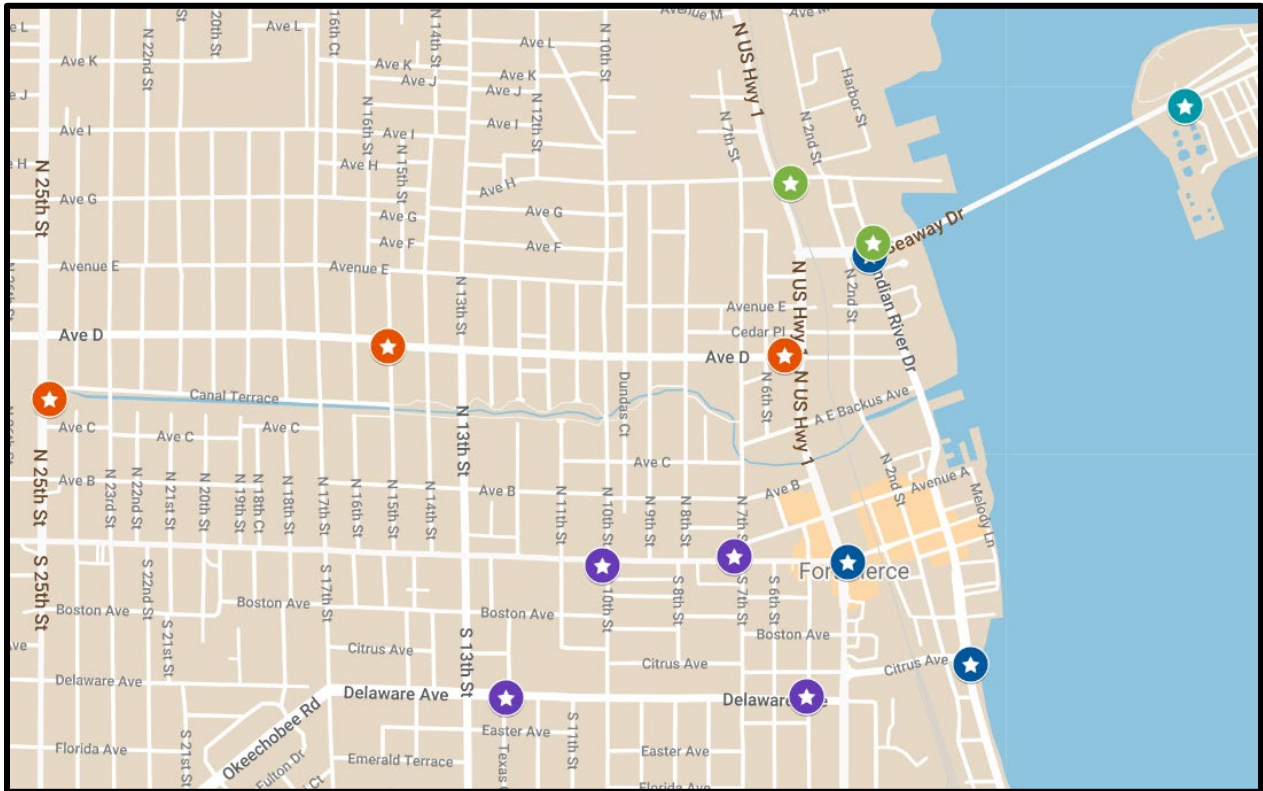
| GATEWAYS                             |                                          |
|--------------------------------------|------------------------------------------|
| Street and Direction                 | Location                                 |
| US 1 - Northbound                    | US 1 and Ulrich Road                     |
| US 1 - Southbound                    | US 1 and North Causeway                  |
| Ocean Drive - Northbound             | Piehole Pizza                            |
| North A1A – Westbound                | Little Jim Bridge                        |
| 25 <sup>th</sup> Street – Southbound | 25 <sup>th</sup> Street and Avenue Q     |
| 25 <sup>th</sup> Street – Northbound | 25 <sup>th</sup> Street and Edwards Road |
| Indian River Drive – Northbound      | Indian River Drive and Rio Vista         |
| Okeechobee Road – Eastbound          | Okeechobee Road and Jenkins Road         |
| Orange Avenue – Eastbound            | Orange Avenue at 33 <sup>rd</sup> Street |

*The locations identified in Exhibit A are preliminary and may need to be adjusted based on permitting and approvals as the project progresses. The City will accept recommendations from the vendor on installation locations based on best practices.*

# EXHIBIT "A" SIGN LOCATIONS

## DISTRICT IDENTIFICATION SIGNS

Proposed Locations



*The locations identified in Exhibit A are preliminary and may need to be adjusted based on permitting and approvals as the project progresses. The City will accept recommendations from the vendor on installation locations based on best practices.*

## EXHIBIT “A” SIGN LOCATIONS

| DISTRICT IDENTIFICATION SIGNS – Peacock Arts District |                                            |
|-------------------------------------------------------|--------------------------------------------|
| Street and Direction                                  | Location                                   |
| Orange Avenue – Eastbound                             | Orange Avenue and 10 <sup>th</sup> Street  |
| Orange Avenue – Westbound                             | Orange Avenue and 7 <sup>th</sup> Street   |
| Delaware Avenue – Eastbound                           | Delaware Avenue and Texas Court            |
| Delaware Avenue – Westbound                           | Delaware Avenue and 5 <sup>th</sup> Street |



Peacock Arts District or “PAD,” is an emerging area with its own unique identity and culture. Historically the Orange Avenue corridor, that runs through the Peacock Arts District, was a bustling part of Fort Pierce lined with shops, salons and markets. The corridor boasted an abundance of activity from residents who lived in the immediate vicinity and beyond. Fort Pierce has focused on extending the boundaries (to include Creative Arts Academy of St. Lucie) and revitalization efforts to restore and reactivate the District. Beautification through artwork and murals throughout the District, as well as banners and lighting, were added to create a sense of safety and “place” unique to the PAD. Since efforts began, recurring events have included pop up art shows, street performances, art walk, and local talent shows.

The City’s goal for the PAD is to create a bright, attractive, eclectic environment that celebrates the arts and encourages private investment that builds and supports the local economy. Enhanced lighting, street pole banners and the painting of 14 terracotta pots to line Orange Avenue within the PAD have helped to “beautify” the district. More recently the new artwork from the PAD Banner Contest demonstrates the vibrancy of the community and highlights Fort Pierce as an arts destination by celebrating the creativity of local artists and delineate the new arts district.

*The locations identified in Exhibit A are preliminary and may need to be adjusted based on permitting and approvals as the project progresses. The City will accept recommendations from the vendor on installation locations based on best practices.*

## EXHIBIT “A” SIGN LOCATIONS

| DISTRICT IDENTIFICATION SIGNS – South Beach |                                                              |
|---------------------------------------------|--------------------------------------------------------------|
| Street and Direction                        | Location                                                     |
| Seaway Drive (eastbound)                    | Median at Seaway Drive and South Causeway Park/Causeway Cove |
| Ocean Drive (northbound)                    | Ocean Drive and Melaleuca                                    |



SOUTH  
BEACH

Fort Pierce

South Hutchinson Island, affectionately known as “South Beach,” offers miles of uncrowded and pristine beaches where nearly half the coastline is public preservation — a rare characteristic for a South Florida beach destination. What’s more, is that visitors enjoy more public beach access points per square mile than any other coastal community in Florida. South Beach offers a laidback, old-Florida vibe with boating, fishing, lounging on the beach, exercising, bicycling, etc.

Prime waterfront land bounded by the Fort Pierce inlet to the north, intracoastal waterways to the West and the Atlantic Ocean to the East. Making for perfect views of the sunrise over the beach and sunsets over the Indian River Lagoon. South Beach is the second most populated district in the FPRA with a population of 4,310 and a median age of 62. South Beach has the potential to establish itself as a unique, desirable tourism destination.

This vibrant and beachy community is evolving as a wonderful dining and entertainment district with several restaurants and bars to choose from. Cruise along Seaway Drive and discover casual, open-air restaurants overlooking the inlet waterway. Enjoy the area’s best sunset view at On the Edge Bar & Grill, stop by Manatee Island Bar & Grill, visit local landmark – Archie’s Seabreeze on Highway A1A or get great panoramic views and cocktails at The Square Grouper. And for dinner, swing by Chuck’s Seafood for the best fried shrimp this side of the Mississippi.

Gear up with your poles and bait for a day of fishing and recreation. The newly revitalized Jetty Park offers a fishing jetty popular for locals and visitors alike. Bring the camera for a great panoramic shot. After jetty fishing, head further south and set up shop for some surf fishing action along miles of uncrowded beaches or head across the street and find a handful of fishing piers on the lagoon. Into kayak fishing? The lagoon side of A1A offers several easy kayak launch sites to get you on the water in no time.

South Beach is home to fascinating museums and research institutions like the Smithsonian Marine Research Center and a Coast Guard base.

The Fort Pierce Inlet, dredged 100 years ago, offers boaters a safe passageway into the Atlantic Ocean and is known for its calm, clear waters, and great fishing!

*The locations identified in Exhibit A are preliminary and may need to be adjusted based on permitting and approvals as the project progresses. The City will accept recommendations from the vendor on installation locations based on best practices.*

## **EXHIBIT “A” SIGN LOCATIONS**

| <b>DISTRICT IDENTIFICATION SIGNS – Lincoln Park</b> |                                           |
|-----------------------------------------------------|-------------------------------------------|
| <b>Street and Direction</b>                         | <b>Location</b>                           |
| Avenue D – Westbound                                | Avenue D and US 1                         |
| 25 <sup>th</sup> Street - Northbound                | 25 <sup>th</sup> Street and Moore’s Creek |
| Avenue D – Eastbound                                | Avenue D and 15 <sup>th</sup> Street      |



Lincoln Park is a culturally and historically rich community. During its heyday in the 1950s and 1960s, Avenue D was the main corridor in the Village of Lincoln Park – it was Fort Pierce’s bustling center family-owned businesses such as barber shops, grocery stores, churches, restaurants, and a movie theater and Lincoln Park became the economic and cultural foundation for a predominantly African-American community. Today, the area is experiencing a revitalization, celebrating its rich cultural history and making progress to again become the center of pride for the community.

While exploring this interesting area of Fort Pierce, visitors can learn about Zora Neale Hurston. Follow her Dust Tracks Heritage Trail that commemorates the life and times of this world-renowned Harlem Renaissance author, anthropologist, storyteller and dramatist. Zora spent many years in Lincoln Park including the final years of her life – her gravesite is located at the Garden of Heavenly Rest.

Visitors can also enjoy another cultural heritage experience in Lincoln Park by following the Highwaymen Heritage Trail that features The Florida Highwaymen, a group of 26 African American artists from Fort Pierce who created idyllic, colorful images of Florida landscapes and sold some 200,000 of them from the trunks of their cars – thus receiving the name “The Highwaymen.” Inducted into the Florida Artist Hall of Fame in 2004, they are recognized as an important part of American folk history. Their beautiful Florida landscapes are collected widely by enthusiasts and are displayed in the Florida Governor’s Mansion, in the White House and around the world.

Local residents have been instrumental in revitalization efforts, such as streetscape and infrastructure projects, along with the removal of substandard housing units to help encourage businesses to return to the area. There have been facade improvements completed along the Avenue D corridor; a groundbreaking of a new Intermodal Bus Terminal, and the reopening of Moore’s Creek Linear Park as result of neighborhood cleanup efforts. Today, Moore’s Creek hosts events like Jazz on Moore’s Creek, featuring jazz musicians and Highwaymen artists, now take place. Lincoln Park’s roots and historical assets help shape the community’s readiness and desire for change.

*The locations identified in Exhibit A are preliminary and may need to be adjusted based on permitting and approvals as the project progresses. The City will accept recommendations from the vendor on installation locations based on best practices.*

## **EXHIBIT “A” SIGN LOCATIONS**

| <b>DISTRICT IDENTIFICATION SIGNS – Downtown</b> |                                      |
|-------------------------------------------------|--------------------------------------|
| <b>Street and Direction</b>                     | <b>Location</b>                      |
| Orange Avenue – Eastbound                       | Orange Avenue and US 1               |
| Indian River Drive – Northbound                 | Indian River Drive and Citrus Avenue |
| Indian River Drive – Southbound                 | Indian River Drive and Seaway Drive  |



Out of the 14 places & districts on the National Register of Historic Places, 7 of them are located in downtown Fort Pierce. Old City Hall is one of Fort Pierce’s historic buildings that can still be visited. Built in 1925, the structure was remodeled in 1995 and can now be rented for functions and events. The P. P. Cobb Building was once the town’s general store in the late 1800s and is a now trendy coffeeshop that sells crepes and delicious beverages while retaining the historic Old Florida atmosphere.

From the art galleries lining the streets, to vibrant murals around each corner & the monthly Art Walk downtown Fort Pierce stays alive with artists, creativity & color.

Nestled along 2nd Street, is the beautifully restored historic Sunrise Theatre. It first opened in 1902, and today the acts include traveling Broadway musicals, concerts by award winning artists, hilarious comedic acts and more.

One thing that continues to bring visitors back to downtown is the delicious and growing dining scene. Whether you’re seeking out a yummy breakfast or brunch, lunch along the water or a signature Fort Pierce seafood supper – downtown has it all.

Craft brew lovers, wine connoisseurs, or those looking for a fun night out on the town will love it here with ample opportunities for the perfect cocktail, wine or beer. Explore the entire region filled with locally crafted beer, wine and cider on the Treasure Coast Wine & Ale Trail.

Friendly local business owners and artists operate unique boutiques, art galleries & decor stores offering the perfect gift, souvenir, or treasure to take home with you.

*The locations identified in Exhibit A are preliminary and may need to be adjusted based on permitting and approvals as the project progresses. The City will accept recommendations from the vendor on installation locations based on best practices.*

## EXHIBIT "A" SIGN LOCATIONS

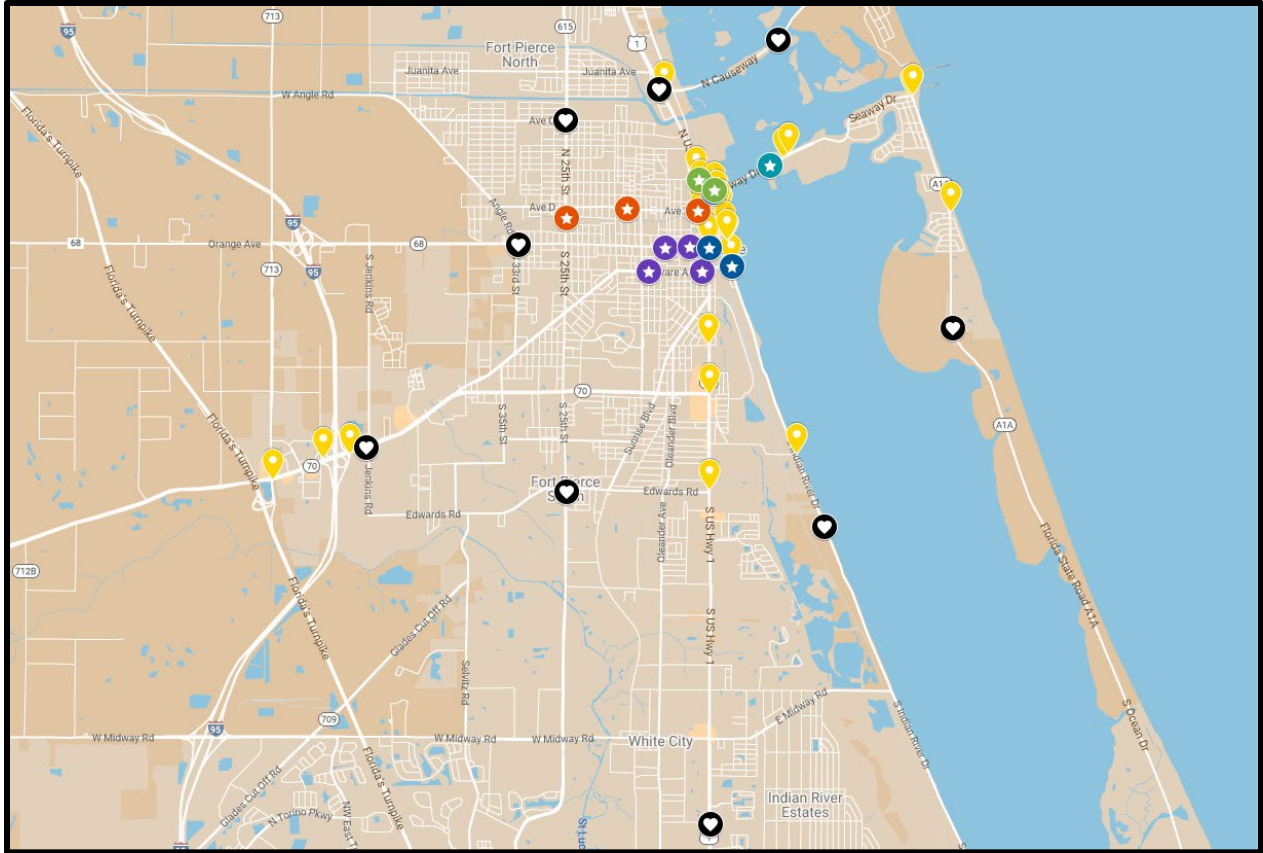
| DISTRICT IDENTIFICATION SIGNS – Fisherman’s Wharf |                                     |
|---------------------------------------------------|-------------------------------------|
| Street and Direction                              | Location                            |
| Avenue H (eastbound)                              | Avenue H and US 1                   |
| Indian River Drive (northbound)                   | Indian River Drive and Seaway Drive |



Fisherman's Wharf Port District is a working port with a mega yacht repair facility, boat ramp, recreation, fishing, and soon there will be restaurants, residential development, and nightlife in the area. Fisherman's Wharf serves as a buffer between the working port and the Downtown. It boasts an Old Florida atmosphere where people gather to fish, boat, eat and gather for many generations.

*The locations identified in Exhibit A are preliminary and may need to be adjusted based on permitting and approvals as the project progresses. The City will accept recommendations from the vendor on installation locations based on best practices.*

## EXHIBIT "A" SIGN LOCATIONS



Link to interactive Google map of sign locations:

<https://www.google.com/maps/d/viewer?hl=en&mid=1gFRU3vx2to6Qsjv7xKt4wiRgC3UCw1Jx&ll=27.41962289305587%2C-80.34200155&z=12>

*The locations identified in Exhibit A are preliminary and may need to be adjusted based on permitting and approvals as the project progresses. The City will accept recommendations from the vendor on installation locations based on best practices.*

# EXHIBIT "B" DESIGN INTENT

## 1. Comprehensive Wayfinding Signage Package



^Comprehensive Example



^Comprehensive Example

# EXHIBIT "B" DESIGN INTENT



^Comprehensive Example



^Comprehensive Example



^Comprehensive Example

# EXHIBIT "B" DESIGN INTENT



^Comprehensive Example



^Comprehensive Example

# EXHIBIT "B" DESIGN INTENT



^Comprehensive Example



^Comprehensive Example

**EXHIBIT "B"**  
**DESIGN INTENT**



^Comprehensive Example

## **EXHIBIT "B"** **DESIGN INTENT**

### **2. Gateway Entrance Signs**

- a. Entrance/welcome signs located at the gateways of the City of Fort Pierce.
- b. Notes to consider including on gateway signs:
  - i. Fort Pierce was incorporated in 1901
  - ii. Referred to as "The Sunrise City"



^Gateway Example

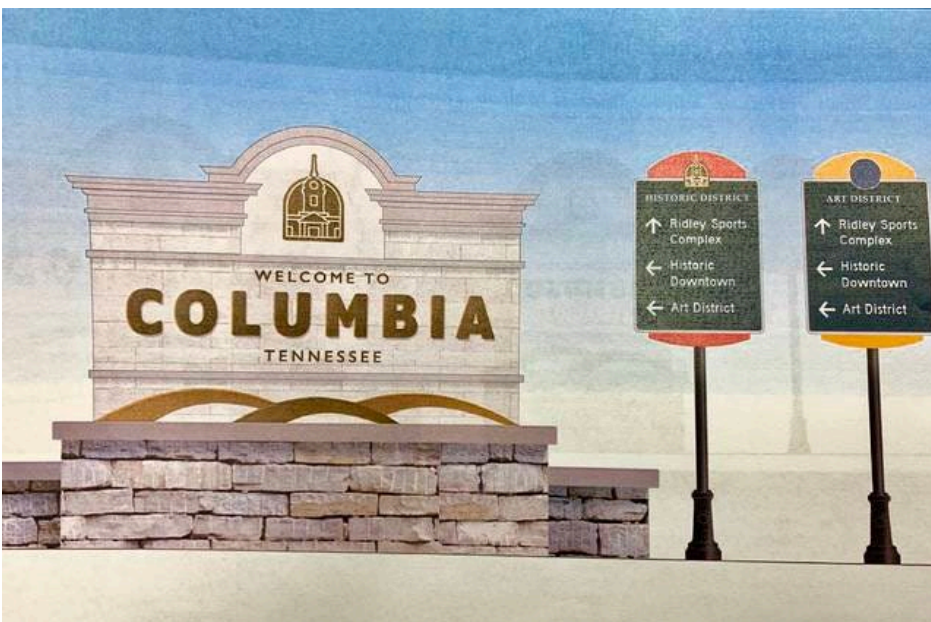


^Gateway Examples

**EXHIBIT "B"**  
**DESIGN INTENT**



^Gateway Examples

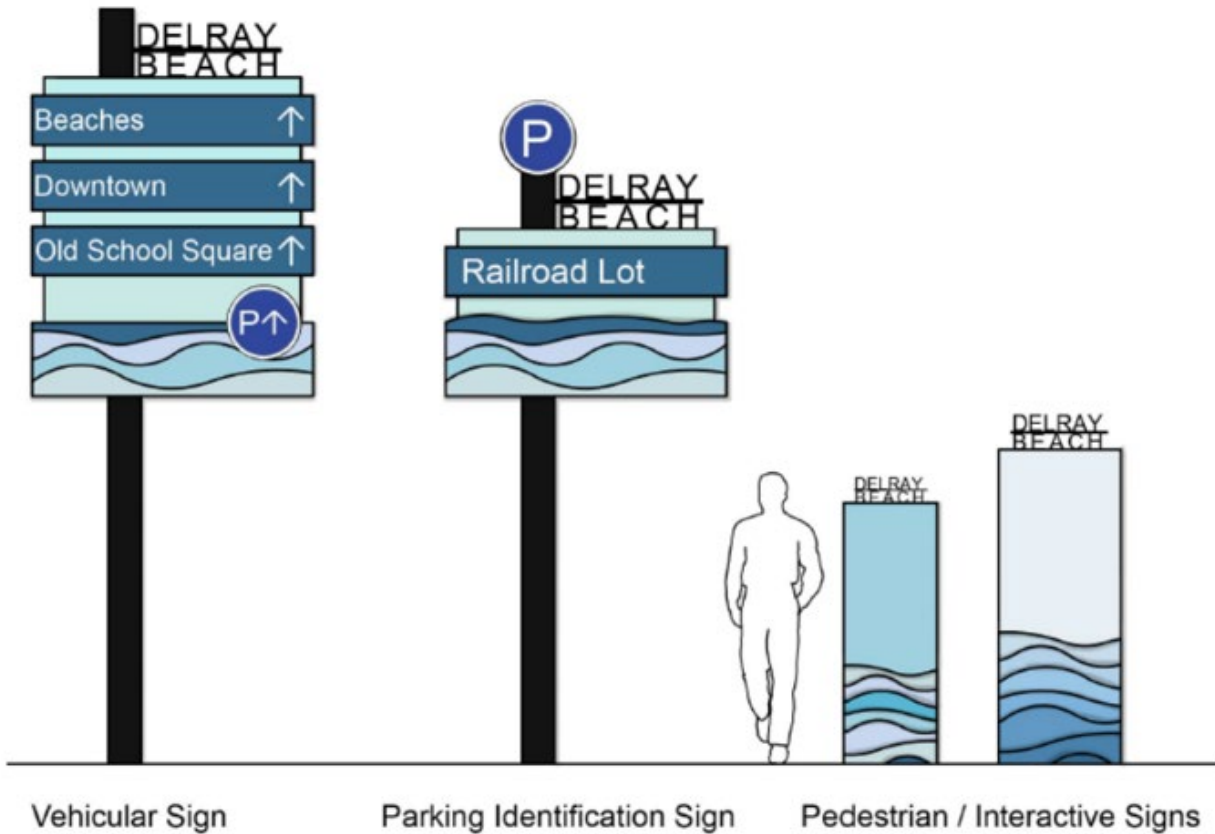


# EXHIBIT "B" DESIGN INTENT

## 3. Wayfinding Directional Signs

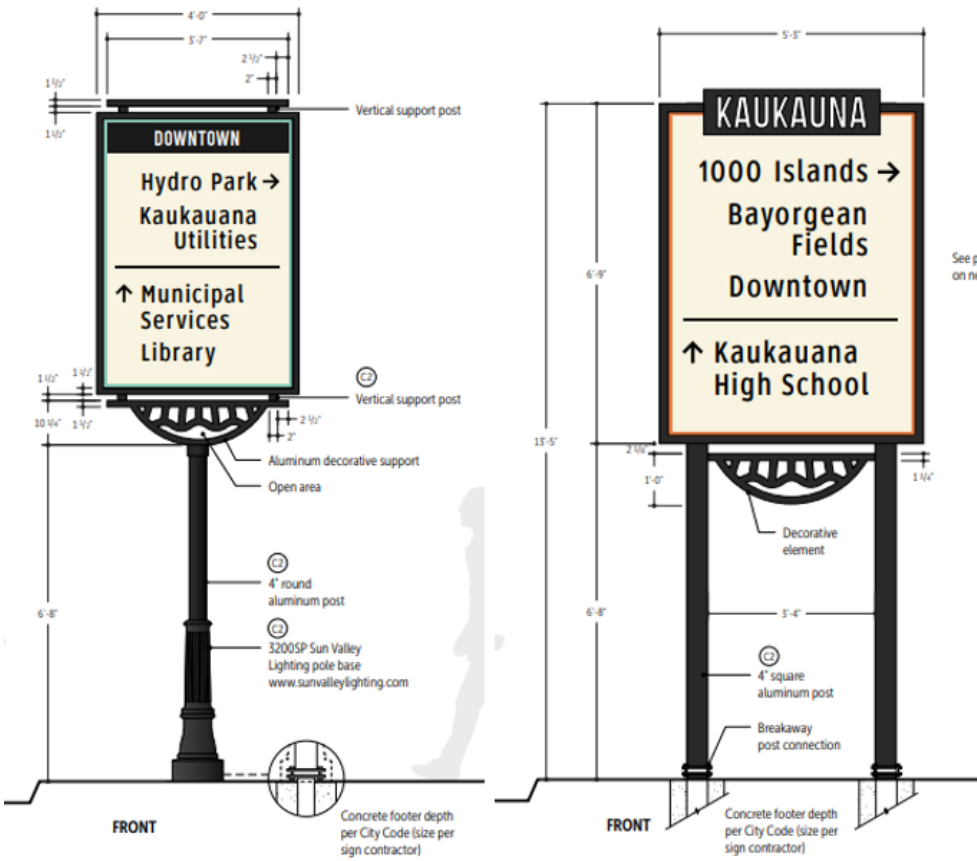


^Wayfinding Example



^Wayfinding Example

# EXHIBIT "B" DESIGN INTENT



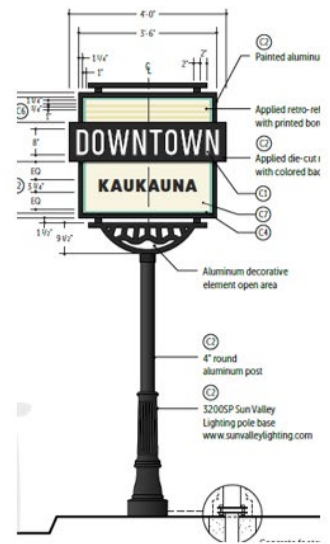
^Wayfinding Example



^Wayfinding Examples

# EXHIBIT "B" DESIGN INTENT

## 4. District Identification Signs



^District Examples

**EXHIBIT "B"**  
**DESIGN INTENT**

**5. Parking Signs**



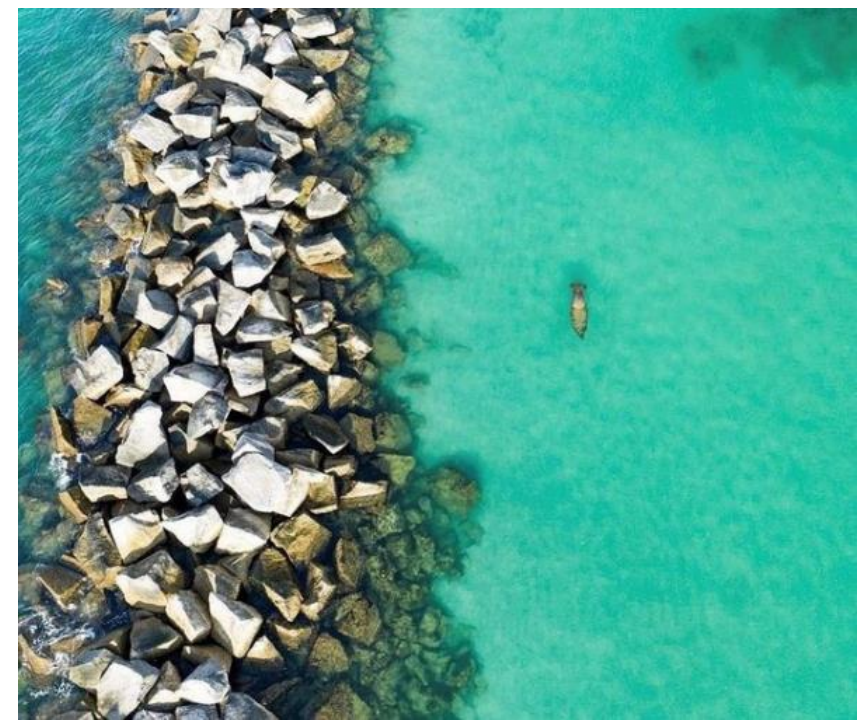
City of Fort Pierce Branding

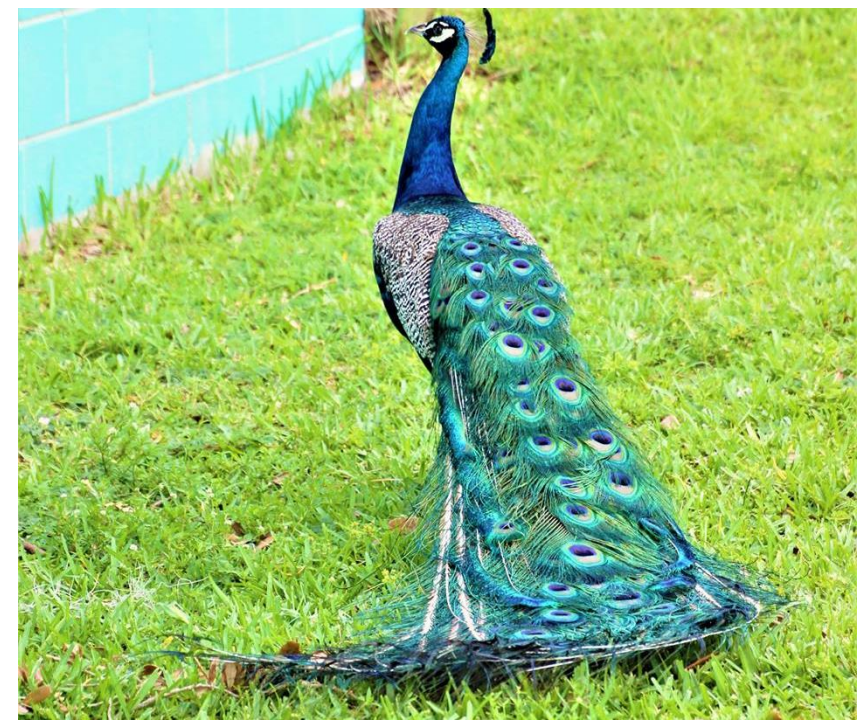


THE SUNRISE CITY

FORT PIERCE

*Florida*



















# EXISTING SIGNAGE



## CITY OF FORT PIERCE TABULATION OF PROPOSALS

|                           |                                                     |
|---------------------------|-----------------------------------------------------|
| <b>RFP ON:</b>            | <b>COMPREHENSIVE WAYFINDING<br/>SIGNAGE PROGRAM</b> |
| <b>RFP NUMBER:</b>        | <b>RFP 2023- 010</b>                                |
| <b>DATE:</b>              | 2/21/23 @ 3:00 PM                                   |
| <b>RECOMMENDED AWARD:</b> | Pending                                             |

|                 |
|-----------------|
| <b>RESPONSE</b> |
| 10 of 20 = 50 % |
| 0 "No Bids"     |
| Total = 50 %    |

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

| VENDOR                                                          |
|-----------------------------------------------------------------|
| <b>Acolite and Claude United Sign Company Inc.</b><br>Doral, FL |
| <b>ACSM Design + Build</b><br>Doral, FL                         |
| <b>Bergen Sign Company</b><br>Pompano Beach, FL                 |
| <b>DDEC, Inc.</b><br>Tamarac, FL                                |
| <b>Don Bell Signs, Inc.</b><br>Port Orange, FL                  |
| <b>Found Design, LLC. d.b.a Merje</b><br>West Chester, PA       |
| <b>I 2 Visual, Inc.</b><br>Fort Meyers, FL                      |
| <b>Poblocki Sign Company</b><br>Orlando, FL                     |
| <b>Rite Lite Signs, Inc.</b><br>Concord, NC                     |
| <b>West Central Signs, d.b.a Signstar</b><br>Tampa, FL          |

**PLEASE NOTE:**  
COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH.  
CALL THE PURCHASING DEPARTMENT WEDNESDAY PRIOR TO THE MEETINGS FOR  
RECOMMENDATION OF AWARD.

**RFP NO. 2023-010**  
**COMPREHENSIVE WAYFINDING SIGNAGE PROGRAM**  
**CUMULATIVE EVALUATION MATRIX**

| <b>RESPONDENTS</b>                                            | <b>EVALUATOR #1</b> | <b>EVALUATOR #2</b> | <b>EVALUATOR #3</b> | <b>TOTAL</b> |
|---------------------------------------------------------------|---------------------|---------------------|---------------------|--------------|
| <b>Acolite &amp; Claude United Sign Co. Inc.</b><br>Doral, FL | 83                  | 78                  | 78                  | 239          |
| <b>ACSM Design + Build</b><br>Charlotte, NC                   | 81                  | 75                  | 79                  | 235          |
| <b>Bergen Sign Co.</b><br>Pompano Beach, FL                   | 64                  | 73                  | 78                  | 215          |
| <b>DDEC, Inc.</b><br>Tamarac, FL                              | 82                  | 84                  | 87                  | 253          |
| <b>Don Bell Signs, Inc</b><br>Port Orange, FL                 | 88                  | 86                  | 83                  | <b>257</b>   |
| <b>Found Design, LLC. d.b.a Merje</b><br>West Chester, PA     | 28                  | 65                  | 68                  | 161          |
| <b>I 2 Visual, Inc.</b><br>Fort Meyers, FL                    | 31                  | 46                  | 28                  | 105          |
| <b>Poblocki Sign Company</b><br>Orlando, FL                   | 79                  | 49                  | 75                  | 203          |
| <b>Rite Lite Signs, Inc.</b><br>Concord, NC                   | 67                  | 62                  | 64                  | 193          |
| <b>West Central Signs, d.b.a Signstar</b><br>Tampa, FL        | 71                  | 71                  | 65                  | 207          |

**Criteria**

1. Key personnel, credential & qualifications
2. Experience/Wayfinding Signage design
3. Past Performance and References
4. Ability to meet project scope
5. Preliminary Design Concepts
6. Price

**Possible Points**

- 10
- 10
- 20
- 20
- 20
- 20

COPY

**DELIVER TO:**

City of Fort Pierce, Purchasing Division  
Room 101  
100 North U.S. #1  
Fort Pierce, FL 34950

**MAIL TO:**

City of Fort Pierce Purchasing Division,  
Room 101  
P.O. Box 1480  
Fort Pierce, FL 34954-1480

**CITY OF FORT PIERCE**



**REQUEST FOR PROPOSALS  
and  
PROPOSER ACKNOWLEDGMENT**

Bid Writer: Latonya Hubbard, 772-467- 3102

RFP No: 2023-010

Pre-Proposal Conference Date:  
N/A

RFP Title: **COMPREHENSIVE  
WAYFINDING SIGNAGE PROGRAM**

Mandatory Pre-Proposal Location:  
N/A

RFP Opening Location:  
City of Ft. Pierce Purchasing Division  
Room 101  
100 North U.S. #1, 1st Floor  
Ft. Pierce, Florida 34950

RFP Due Date & Time:

3:00 PM, TUESDAY, FEBRUARY 21, 2023

If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.

Proposer Name:

Don Bell Signs, LLC

*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*

Mailing Address:

365 Oak Place  
Port Orange, FL  
32127

X \_\_\_\_\_  
Authorized Signature (Manual)

City, State, Zip Code:

Typed or Printed Name:

Gary Bell

Type of Entity (Select one):

Corporation

Partnership

Proprietorship

X

Title:

President

Incorporated in the State of: FL Year: 2001

Delivery in 175 days, ARO

Phone Number: 386-788-8084

Payment Terms: Net 30 Days

Fax Number: 386-763-4763

FEIN or SS Number: 59-3761150

E-Mail Address: gbell@DonBellSigns.com

Local Business: Y N MWBE: Y N

Bid Security is attached, when required, in the amount of \$ N/A

If returning as a "No Bid" state reason:

F.O.B. DESTINATION

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID**



RFP NO. 2023 -010

BID

Comprehensive Wayfinding  
Signage Program

Fabrication and Installation

February 21, 2023



365 Oak Place  
Port Orange, FL 32127  
386-788-8084

Contact: Gary Bell  
President & Account Executive

[Gbell@donbellsigns.com](mailto:Gbell@donbellsigns.com)

386-788-8084 Ext 304



## Tab 1 – Cover Letter

**Don Bell Signs** is a national sign company specializing in custom sign fabrication and installation for over 75 years.


Founded in 1947 by Don and Florice Bell, Don Bell Signs has grown from a 500-square-foot storefront in Daytona Beach to a 50,000 square foot modern office and production facility, with a separate sign maintenance division that services the entire state of Florida, that is located in Port Orange, Florida.

Despite its development into a national full-service organization, Don Bell Signs has remained a family business. Don and Florices' son Gary Bell Sr, joined the company in 1971 as partner and president. The leadership of Gary Sr. saw the creation of the service division and an expanded line of products. In 2006 when Gary Sr. passed, Gary Bell Jr. took over, and is currently serving as President.

Our commitment to provide high-quality products and unparalleled service is what sets Don Bell Signs apart from our completion, we are a one stop shop for all your signage needs. Today's products include pylon, monument, channel letters, electronic message centers, scoreboards, video displays, time and temperature displays, stadium displays, architectural signage, environmental graphics, way finding, neon marques, digital and more.

Going beyond design and engineering Don Bell Signs offers turnkey services from conception to completion, including permit acquisition, project management and post-installation maintenance.

Don Bell Signs intent is to bid on the Wayfinding Signage Fabrication and Installation for the City of Fort Pierce, FL. We will be 100% committed to your team from the beginning of the project to the final location completion and warranties. It is our mission to provide unprecedented quality and service and our reputation is synonymous with quality workmanship, strong business ethics, innovative signage and exceptional service.

  
\_\_\_\_\_  
Gary Bell, President





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**ELECTRICAL CONTRACTORS' LICENSING BOARD**

THE SPECIALTY ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

AS A SIGN ELECTRICAL SPECIALIST

**WARD, CECIL JESSE**

DON BELL SIGNS LLC  
5472 WARD LAKE DRIVE  
PORT ORANGE FL 32128

**LICENSE NUMBER: ES0000146**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Don Bell Signs, LLC**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
**365 Oak Place**

**6** City, state, and ZIP code  
**Port Orange, FL 32127**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                |   |   |   |   |   |   |   |   |   |  |
|--------------------------------|---|---|---|---|---|---|---|---|---|--|
| Social security number         |   |   |   |   |   |   |   |   |   |  |
|                                |   |   | - |   |   |   | - |   |   |  |
| or                             |   |   |   |   |   |   |   |   |   |  |
| Employer identification number |   |   |   |   |   |   |   |   |   |  |
| 5                              | 9 | - | 3 | 7 | 6 | 1 | 1 | 5 | 0 |  |

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person:     Date ▶ **1/16/2023**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



## Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

### Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, Don Bell Signs,  
(Contractor's Name) certifies by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Recipient's contractor's is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

Don Bell Signs, LLC

(Contractor's Name)



(Authorized Signature)

Gary Bell

(Print Name)

President

(Title)

365 Oak Place

(Street and Address)

Port Orange, FL 32127

(City, State, Zip)

City of Fort Pierce

(Recipient's Name)

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

\_\_\_\_\_  
Division Contract Number

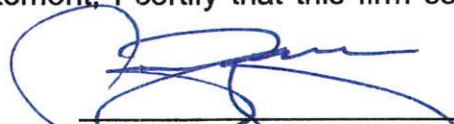


## DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that  
Don Bell Signs, LLC does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
Proposer's Signature

2-16-23

\_\_\_\_\_  
Date

# CITY OF FORT PIERCE PROPOSER'S CHECKLIST



This checklist is provided to assist each Proposer in the preparation of their proposal. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline ~ it is the responsibility of each Proposer to read and comply with the Request for Proposal in its entirety.

Check "Yes" or "No" to each of the following:

|                                                                                                                                                   | YES      | NO            |
|---------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------|
| Is Invitation to Bid cover page (page 1) completed, signed and attached?                                                                          | <u>X</u> | <u>      </u> |
| All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked. | <u>X</u> | <u>      </u> |
| Is each Addendum (when issued) signed and included?                                                                                               | <u>X</u> | <u>      </u> |

PLEASE SIGN AND RETURN WITH PROPOSAL \_\_\_\_\_



# REFERENCE CHECK FORM

RFP No: 2023-010

Title: Comprehensive Wayfinding Signage Program

Bidder/Respondent Name: DON BELL SIGNS

Reference Company Name: LAKE WORTH BEACH COMMUNITY

Telephone Number: 561.493.2550 Fax Number: \_\_\_\_\_

Contact Name: CHRIS DABROS Email: cdabros@lakeworthbeachfl.gov

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3102.

- When did this company work for you? From: \_\_\_\_\_ To: \_\_\_\_\_
  - How would you describe the Contractor:

**Quality of Work:**

\_\_\_\_\_  
\_\_\_\_\_

**Dependability:**

\_\_\_\_\_  
\_\_\_\_\_

**Integrity of owner and employees:**

\_\_\_\_\_  
\_\_\_\_\_

**What areas could he/she improve upon?**

\_\_\_\_\_  
\_\_\_\_\_

Would you contract with this Contractor again? Yes  No  Maybe

On a scale of 1 to 5, how would you rate his/her work in general? 1  2  3  4  5

Add any information/comments that might help us evaluate their ability to perform for us?

\_\_\_\_\_  
\_\_\_\_\_



# REFERENCE CHECK FORM

RFP No: **2023-010**

Title: **Comprehensive Wayfinding Signage Program**

Bidder/Respondent Name: DON BEU SIGNS

Reference Company Name: City of Port St. Lucie

Telephone Number: 772-871-5099 Fax Number: \_\_\_\_\_

Contact Name: Kelley Boatwright Email: Kboatwright@cityofpsl.com

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3102.

- When did this company work for you? From: \_\_\_\_\_ To: \_\_\_\_\_
  - How would you describe the Contractor:

**Quality of Work:**

\_\_\_\_\_  
\_\_\_\_\_

**Dependability:**

\_\_\_\_\_  
\_\_\_\_\_

**Integrity of owner and employees:**

\_\_\_\_\_  
\_\_\_\_\_

**What areas could he/she improve upon?**

\_\_\_\_\_  
\_\_\_\_\_

Would you contract with this Contractor again? Yes  No  Maybe

On a scale of 1 to 5, how would you rate his/her work in general? 1  2  3  4  5

Add any information/comments that might help us evaluate their ability to perform for us?

\_\_\_\_\_  
\_\_\_\_\_



# REFERENCE CHECK FORM

**RFP No:** 2023-010      **Title:** Comprehensive Wayfinding Signage Program  
**Bidder/Respondent Name:** DON BELL SIGNS  
**Reference Company Name:** TRAFFIC CONTROL DEVICES  
**Telephone Number:** 407-869-5300      **Fax Number:** \_\_\_\_\_  
**Contact Name:** ERIC SCHULTZE      **Email:** e.schultze@tcd-usa.com

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3102.

- When did this company work for you? From: \_\_\_\_\_ To: \_\_\_\_\_
- How would you describe the Contractor:

### Quality of Work:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### Dependability:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### Integrity of owner and employees:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### What areas could he/she improve upon?

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

gain?      Yes       No       Maybe

On a scale of 1 to 5, how would you rate his/her work in general?    1     2     3     4     5

Add any information/comments that might help us evaluate their ability to perform for us?

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**CITY FORT PIERCE**

**COMPREHENSIVE WAYFINDING SIGNAGE PROGRAM**

**RFP NO. 2023-010**

**ADDENDUM NO. 1**

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the proposal specifications: **“Revised” Insurance Requirements** with bond language included in the attached document.

- 1. QUESTION:** Documents state proposal for design, permitting, fabrication and installation. Will the last set of designs we provided suffice for this bid?

**ANSWER:** **Provide design imagery for the four (4) sign types included in the scope of work – gateway, wayfinding, district brand and parking. Include a brief summary/description of the designs.**
- 2. QUESTION:** I did not see any reference to the Historical Theatre Led’s and refurbishment, is this scope omitted?

**ANSWER:** **The Sunrise Theatre marquee sign specifications may be added to this Wayfinding RFP through an addendum.**
- 3. QUESTION:** Are we to bid the quantities that are stated based off our designs?

**ANSWER:** **Bid the designs/quantities you submit. The quantities included in the RFP are preliminary.**
- 4. QUESTION:** I count 14 under the District Brand signs, sheet 17 lists 13?

**ANSWER:** **There are 14 district brand signs.**
- 5. QUESTION:** What particular License is required?

**ANSWER:** **(See item numbered 8 ) Section III Instructions to Proposers page 15. Permits and Licenses.**
- 6. QUESTION:** Do you need all the Categorized Signs to be identical to each other ? This means all 30 Wayfinding Directional Signs will be identical in size and structure? Same inquiry applies to the other Category Signs.

**ANSWER:** **No, they do not all need to be identical and may vary based on location; however, the categorized signs should all be consistent.**

7. **QUESTION:** Exhibit B showcases many Sign Examples, what particulars are there to be followed and applied for Gateway, Wayfinding, District brand and Parking?

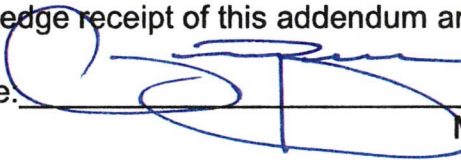
**ANSWER:** The examples are given to show design intent and style preferences. Exact specifications can be determined after award.

8. **QUESTION:** If the Signs needed are in a variety of Sizes and Structures, we need to have the breakdown of all those 62 Signs?

**ANSWER:** The breakdown of the categorized signs is listed under Scope of Work on page 17. This is a Request for Proposals, not a bid. Proposals should include preliminary design concepts. Specifications will be determined after award.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:  \_\_\_\_\_  
Manual

Signature: Gary Bell \_\_\_\_\_  
Typed or Printed

Company Name: Don Bell Signs, LLC \_\_\_\_\_

Address: 365 Oak Place  
Port Orange, FL 32127 \_\_\_\_\_

Date: 2-16-23 \_\_\_\_\_

/lh



**CITY FORT PIERCE**

**COMPREHENSIVE WAYFINDING SIGNAGE PROGRAM**

**RFP NO. 2023-010**

**ADDENDUM NO. 2**

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the proposal specifications:

1. **QUESTION:** Do you anticipate community engagement to inform the final design of the signage?

**ANSWER:** **Community engagement is expected at public meetings when the award is made, and designs are contemplated.**
2. **QUESTION:** Please confirm the designs/logos in the exhibits are the final designs. Page 13 of the RFP suggests they are not. Page 17 implies they are.

**ANSWER:** **City and district logos are final. Designs are not final Exhibit B provides examples of designs that are appealing to the City.**
3. **QUESTION:** Are there page limits for the proposal?

**ANSWER:** **No, there are no page limits for this proposal.**
4. **QUESTION:** Do the signs need to be designed/constructed to meet FDOT Community wayfinding sign standards? Will there need to be an FDOT review and approval process for the signs?

**ANSWER:** **Yes. The locations and content identified in the RFP are preliminary and my need to be adjusted based on permitting and Approvals as the project progresses. The City will accept recommendations from the selected vendor on installation locations and destinations based on best practices.**
5. **QUESTION:** Does the City have a list of qualified destinations that should be included on wayfinding signs throughout the City? And/or do we need to help the City develop that list as part of this project?

**ANSWER:** **Exhibit A provides proposed sign locations and proposed destinations to be listed on the signs. The City will accept recommendations from the selected vendor on**

**installation locations and destinations based on best practices.**

6. **QUESTION:** Does the City have an anticipated timeframe/deadline for the completion of the project(installation of signs) ?
- ANSWER:** **The City of Fort Pierce is anxious to have this project completed. While no deadline is being provided, proposers will be evaluated based on their project scope which will include a project schedule that identifies general timeframes for finalizing the design, permitting, fabrication and installation.**
7. **QUESTION:** For the pricing of the Gateway signs, what height are you wanting the signs?
- ANSWER:** **Sizing has not been determined and should be recommended by the vendor.**
8. **QUESTION:** For the Wayfinding directionals, District brand signs and the Public Parking signs are they to be " break away" or direct embedment Installation? Or should we price both separate line items?
- ANSWER:** **Please price separately for comparison.**
9. **QUESTION:** We would ask that TAB 3 (Experience/Portfolio section) provide the City the opportunity to judge the proposers depth of experience and design capabilities and that TAB 5 Preliminary Concept has removed as a requirement.
- ANSWER:** **Preliminary design should be deemed as conceptual and not to be construed as the final design.**
10. **QUESTION:** As a part of your request for fabrication costs, is this simply to Establish a project budget, or are these expected to be hard costs. Costs of signs vary greatly depending on a variety of factors. Please confirm if this is expected to be a Design/Build (Hard Costs) or if this information will be strictly to understand what the project may cost in the long run.
- ANSWER:** **Fabrication costs are not specifically requested. We are seeking an estimated cost for the project to determine the budget.**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:  \_\_\_\_\_

Manual

Signature: Gary Bell \_\_\_\_\_

Typed or Printed

Company Name: \_\_\_\_\_ **Don Bell Signs, LLC** \_\_\_\_\_

**365 Oak Place**

Address: \_\_\_\_\_ **Port Orange, FL 32127** \_\_\_\_\_

Date: \_\_\_\_\_ 2-16-23 \_\_\_\_\_

/lh



**CITY FORT PIERCE**

**COMPREHENSIVE WAYFINDING SIGNAGE PROGRAM**

**RFP NO. 2023-010**

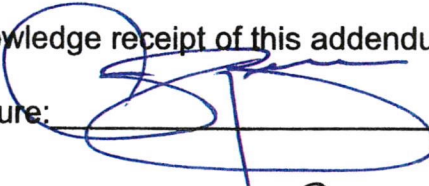
**ADDENDUM NO. 3**

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the proposal specifications:

1. **QUESTION:** Are any existing sign removals to be included in the bid?  
**ANSWER:** **No, the City will remove the existing signs.**
  
2. **QUESTION:** If so, is there a sign schedule for the existing signs to be removed by the contractor?  
**ANSWER:** **No sign schedule provided.**
  
3. **QUESTION:** Will city permits be required for these signs?  
**ANSWER:** **No city permits will be required for signs placed in City's right-of-way.**
  
4. **QUESTION:** Will working hours be restricted at any time?  
**ANSWER:** **No restriction on working hours.**
  
5. **QUESTION:** Will a professional land surveyor be required to determine FDOT right-of-way?  
**ANSWER:** **No professional surveyor will be required to establish right-of-way, except for monument signs.**
  
6. **QUESTION:** If so, who is responsible for providing the professional land surveyor ?  
**ANSWER:** **See above. Contractor would be responsible if one is required.**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:  \_\_\_\_\_

Manual

Signature:                     Gary Bell                     \_\_\_\_\_

Typed or Printed

Company Name:                     Don Bell Signs, LLC                     \_\_\_\_\_

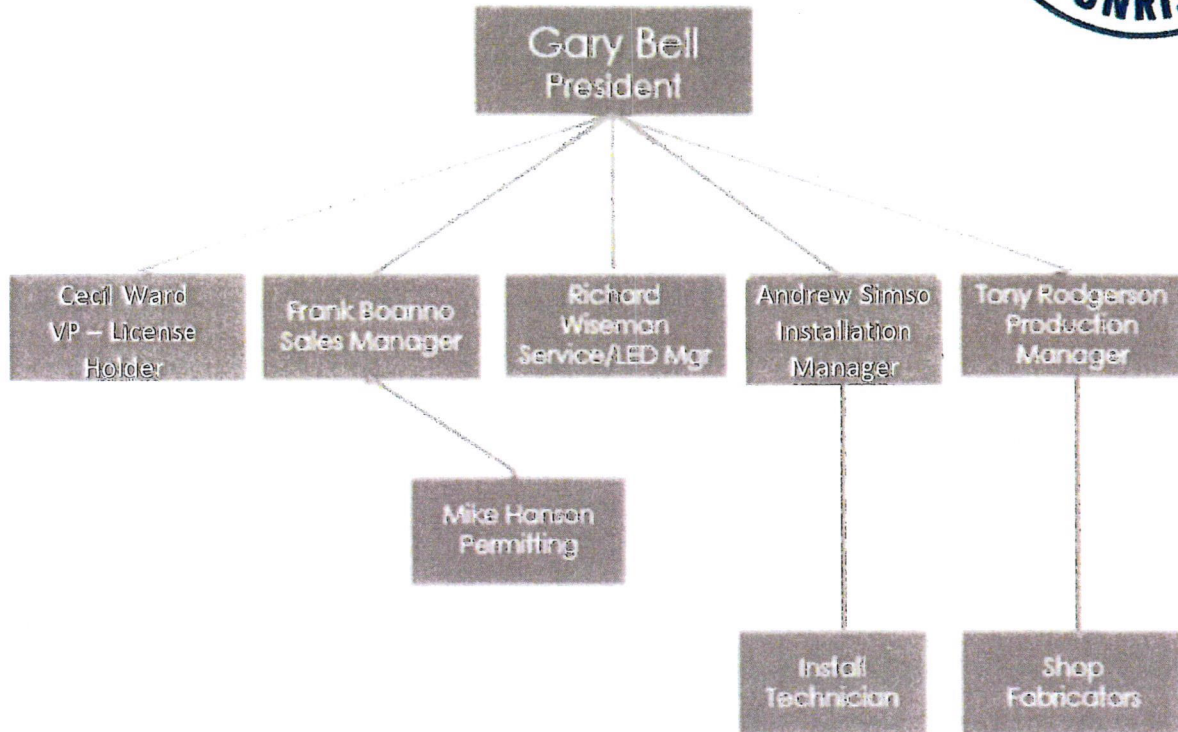
365 Oak Place

Address:                     Port Orange, FL 32127                     \_\_\_\_\_

Date:                     2-16-23                     \_\_\_\_\_

/lh

Tab 2 – Key Personnel, Credentials, and Qualifications



**Gary Bell**- Oversees ALL operations and has signing authority. Account Executive.

**Frank Boanno**- Second contact for project. Will oversee project manager, permitting, fabrication and installation scheduling. Frank will be included on all correspondence regarding this project. On site as needed

**Mike Hanson**- in charge of all permitting acquisitions

**Cecil Ward**- License Holder

**Andrew Simso**- Responsible for all crews, coordinating with project management, in organizing and scheduling all equipment and materials for installation on every project. Also conducts in-field safety and quality control inspections. Will work remotely and on premise part-time.

**Tony Rodgerson**- Responsible for production crew and streamlines all production workflow to prepare for installation. Coordinates with most departments whether it be advice on design/build, labor costs involved or just organizing and meeting schedule demands for each project in addition to ordering materials for production as needed.



## Staff Qualifications

### **President**

Gary Bell, 365 Oak Place Port Orange, FL 32127 (386) 788-8084 Ext 304

[Gbell@donbellsigns.com](mailto:Gbell@donbellsigns.com)

Years of Experience: 17

Years with Don Bell: 17

Education & Training:

- Bachelor of Science in Business Management from the University of South Carolina
- Associate of Arts Degree from Daytona Beach Community College – General Studies
- Internship at Daytona International Speedway

Job Roles & Responsibilities:

- Responsible for creating, communicating, and implementing the organization's vision, mission and overall direction.
- Establish credibility throughout the organization and with the Board as an effective developer of solutions to business challenges.
- Oversees budgets and ensures resources are properly allocated. Ensures each department meets their individual goals.

### **Sales Manager**

Frank Boanno, 365 Oak Place, Port Orange, FL 32127; 386-788-8084 Ext 344

[FBoanno@donbellsigns.com](mailto:FBoanno@donbellsigns.com)

Years of Experience: 17

Years with Don Bell Signs: 17

Education & Training:

- Associate of Art Degree from JCA
- Started at Don Bell Signs 17 years ago in sales, doing gas station conversions. Promoted to Sales Manager in 2012.

Job Roles & Responsibilities:

- Responsible for obtaining profitable results through the sales team by developing the team through motivation, counseling, skills development and product knowledge development
- Responsible for managing the sales team, developing a business plan covering sales, revenue, and expense controls, meeting agreed targets, and promoting the organization's presence throughout the state of Florida
- Assist in the development of the annual marketing plan



## Staff Qualifications

### **Fabrication Manager**

Tony Rodgerson, 365 Oak Place, Port Orange, FL 32127; 386-788-8084

[Tony.rodgerson@donbellsigns.com](mailto:Tony.rodgerson@donbellsigns.com)

Years of Experience: 37

Years with Don Bell Signs: 37

Education & Training:

- In having been with Don Bell Signs for 37 years, Tony has experience in every facet of production and installation
- Began in installation for 3 years, painted 3 years, fabricated 10 years, was the Shop Foreman 15 years until taking the Production Manager role in 2013.

Job Roles & Responsibilities:

- Directs and manages all production for Don Bell Signs
- Responsible for production crew and streamlines all production workflow to prepare for installation and works closely with the installation manager
- Coordinates with most departments whether it be advice on design/build, labor costs involved or just organizing and meeting schedule demands for each project in addition to ordering materials for production as needed

### **Installation/Project Manager**

Andrew Simso, 365 Oak Place Port Orange, FL 32127;

Cell (386)341-7221 Office (386) 788-8084 Ext 336 [asimso@donbellsigns.com](mailto:asimso@donbellsigns.com)

Years of sign related Experience: 16

Years of construction Experience 22

Years of management Experience 10

Years with Don Bell Signs: 8

Education & Training:

- Project manager for Realistic home solutions
- Lead installer for central signs
- Installer and service technician for Don Bell Signs
- Certified welder
- Certified rappeler
- Confined space training
- Fork lift and aerial lift trained

Job Roles & Responsibilities:

- Responsible for scheduling crews for all installations at Don Bell Signs
- Responsible for coordinating with subcontractors, sales personnel, and general contractors to maintain timely and accurate completions of jobs.
- Responsible for organizing and scheduling all equipment and materials for installation on projects.
- Conduct safety field inspections and quality control inspections.
- Responsible for on time completion of safety training for installers.



## Staff Qualifications

### **Vice President/License Holder**

Cecil Ward, 365 Oak Place, Port Orange, FL 32127; 386-788-8084

[Cward@donbellsigns.com](mailto:Cward@donbellsigns.com)

Years of Experience: 35

Years with Don Bell Signs: 29

Education & Training:

- Associates of Arts Degree from Daytona Beach Community College
- Journeyman Electrician 1986-1990
- State of Florida Licensed Electrical Specialty Contractor since 1994
- Don Bell Signs Board of Directors 2006 - 2012

Job Roles & Responsibilities:

- Provide complete and appropriate solutions for every customer to achieve sales goal and maximize customer satisfaction
- Establishes, develops and maintains business relationships with current and prospective customers



# Engineer



Dustin Dipersia  
P.O. Box 238121  
Port Orange, FL 32123  
Phone Number: 808-264-7214  
[dustin.dipersia@gmail.com](mailto:dustin.dipersia@gmail.com)

Results-driven Civil Construction Engineer eager to contribute expertise in steering major projects to achieve critical timelines, budgetary guidelines, client specifications, and profit goals toward supporting the employer in maximizing performance as a key team member.

## REGISTRATIONS

2015, State of Louisiana Professional Engineer (No. 39549)  
2014, State of Florida Professional Engineer (No. 77276)  
2013, State of Hawaii Professional Engineer (No. 15819)

## CERTIFICATIONS

National Organization of Remediators & Mold Inspectors – State of Florida Mold Assessor (September 2015)  
National Organization of Remediators & Mold Inspectors – State of Florida Mold Remediator (September 2015)  
FDOT Final Estimate Level I (Dec 2013) & FDOT Final Estimate Level II (Jan 2014)  
FDOT Earthwork Construction Inspection Level I (Dec 2013)  
Nuclear Gauge Safety Training (Jan 2014)  
FDOT Asphalt Paving Level I (Dec 2013) & FDOT Asphalt Paving Level II (Jan 2014)  
FDOT Critical Structures Construction Issues (Jan 2014)  
FDOT Advanced MOT (Jan 2014)  
FDOT QC Manager (Nov 2013)  
Traffic Control, Compressed Gas, Personal Protective Equipment, Hazardous Energy, Scaffold/Platform, 2012  
Excavation, Confined Space, Fall Protection, Electrical and Ladders, 2012  
Mechanically Stabilized Earth Walls & Slopes, 2008  
Management & Leadership Skills for Supervisors & Managers, 2006  
12th Annual Erosion Control & Geosynthetic Materials Seminar, 2005  
Nuclear Testing Equipment; Gauge Operation; Radiological Safety, 2005  
Construction Safety & Health; Business Maintenance, 2004

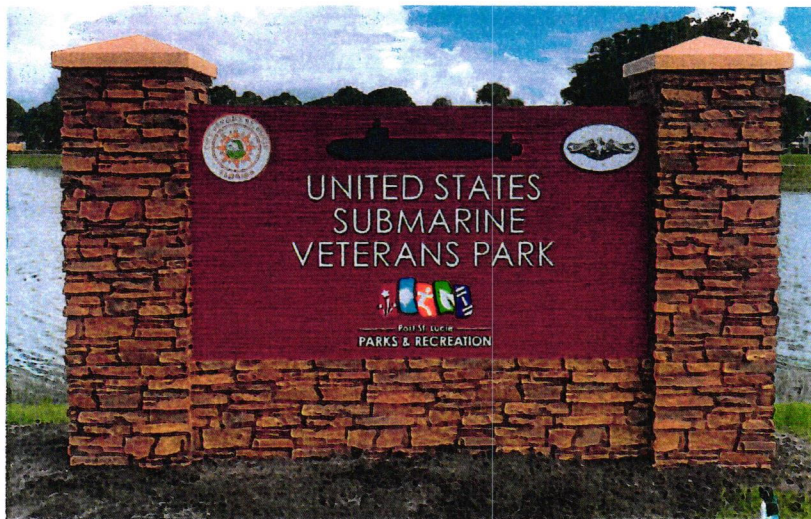
- Tab 3 – Firm’s Experience with Wayfinding Signage



Don Bell Signs understands that a city welcome sign says a lot about the area! The key goal being to create something impressive and inviting and to show how proud the locals are to live in the City of Fort Pierce. Updating the current welcome sign and wayfinding signs to mimic “The Sunshine City’s” new beautiful branding will have a positive impact on the city through increased awareness and visibility for attractions and local businesses.

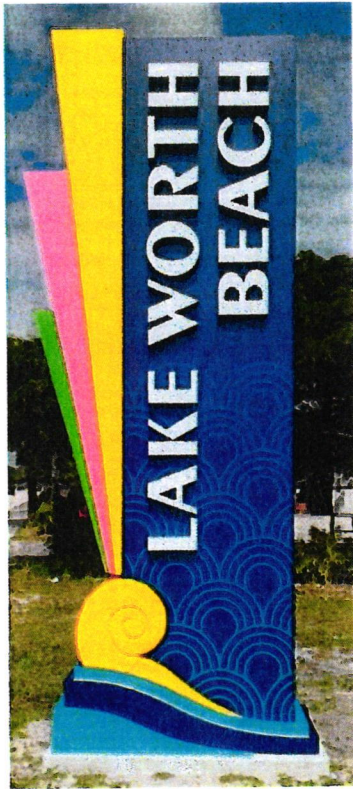
Project Examples:

- City of Port St Lucie , Date 2020 – 2021 \$279,753.00 Fabrication and install 45 various wayfinding signs – Don Bell Team - Gary Bell, Andrew Simso, Frank Boanno, Tony Rodgerson





- City of Lake Worth Beach Date 2017 \$ 561,069.00– Fabrication and Install of 75+ Gateway, wayfinding, and LED signs. - Don Bell Team- Izzie Enwall , Andrew Simso, Gary Bell, Frank Boanno and Tony Rodgerson.





- City of Daytona Beach- Date 2015 - \$ 172,240.00 Fabrication - Don Bell Team  
– Gary Bell, Frank Boanno, and Tony Rodgeron.



- Tab 4 – Ability to Meet Project Scope



**Project Flow:**

For every project we are awarded we conduct a mandatory internal “redline” meeting that is headed up by the dedicated lead Project Manager/Sales Representative. This happens once an internal work order is created and all information has been gathered by the Project Manager/Sales Representative. The meeting includes our Production Manager, Install Manager, Chief Estimator (if needed), Designer (if needed), Quality Control Manager, Job Coordinator, Project Manager/Sales Representative and the President. The job is added to our Job Coordinator’s work in progress (WIP) report, for which a meeting is held every Thursday to go over each project that is reported in our WIP system. Our lead Project Manager/Sales Representative works closely with not just our Job Coordinator but our Production Manager, Install Manager, and Quality Control Manager to see the job through to completion. The Project Manager/Sales Representative will facilitate code research, permit paperwork, permit acquisitions and any necessary engineering if applicable. Each project is assigned a designer who has years of Corel Draw sign design experience which helps expedite if and when a design or a design change is needed immediately. This is extremely useful when time is of the essence and dates need to be met.

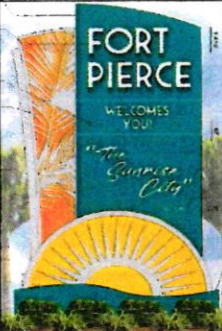
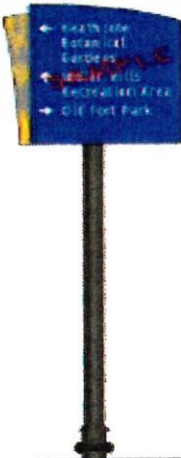


**Production Flow:**

With our 50,000 square foot facility and our 16 shop fabricators, we are most confident that we can handle any innovative project that comes our way. Our staff is available to work 60 hours when needed. Our mission, and policy, is timelines and exceeding the clients’ expectations. When needed, we will incur the additional overtime cost get the job done!

**Installation & Service Flow:**

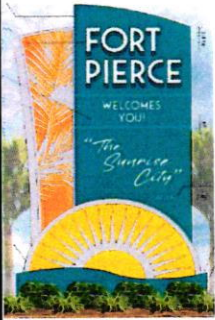

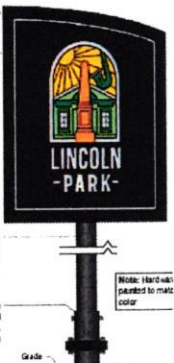

We have (4) service trucks running the entire Central Florida area from Tampa to Jacksonville to West Palm. A fleet of (5) installation trucks ranging from 55’ – 110’ in reach. (1) 50’ spider lift, (2) service lighting vans for emergency service if our crews can’t get to the location within 24 hours. (4) standard pick-up trucks and (2) permit vehicles.

## TIMELINE SCHEDULE

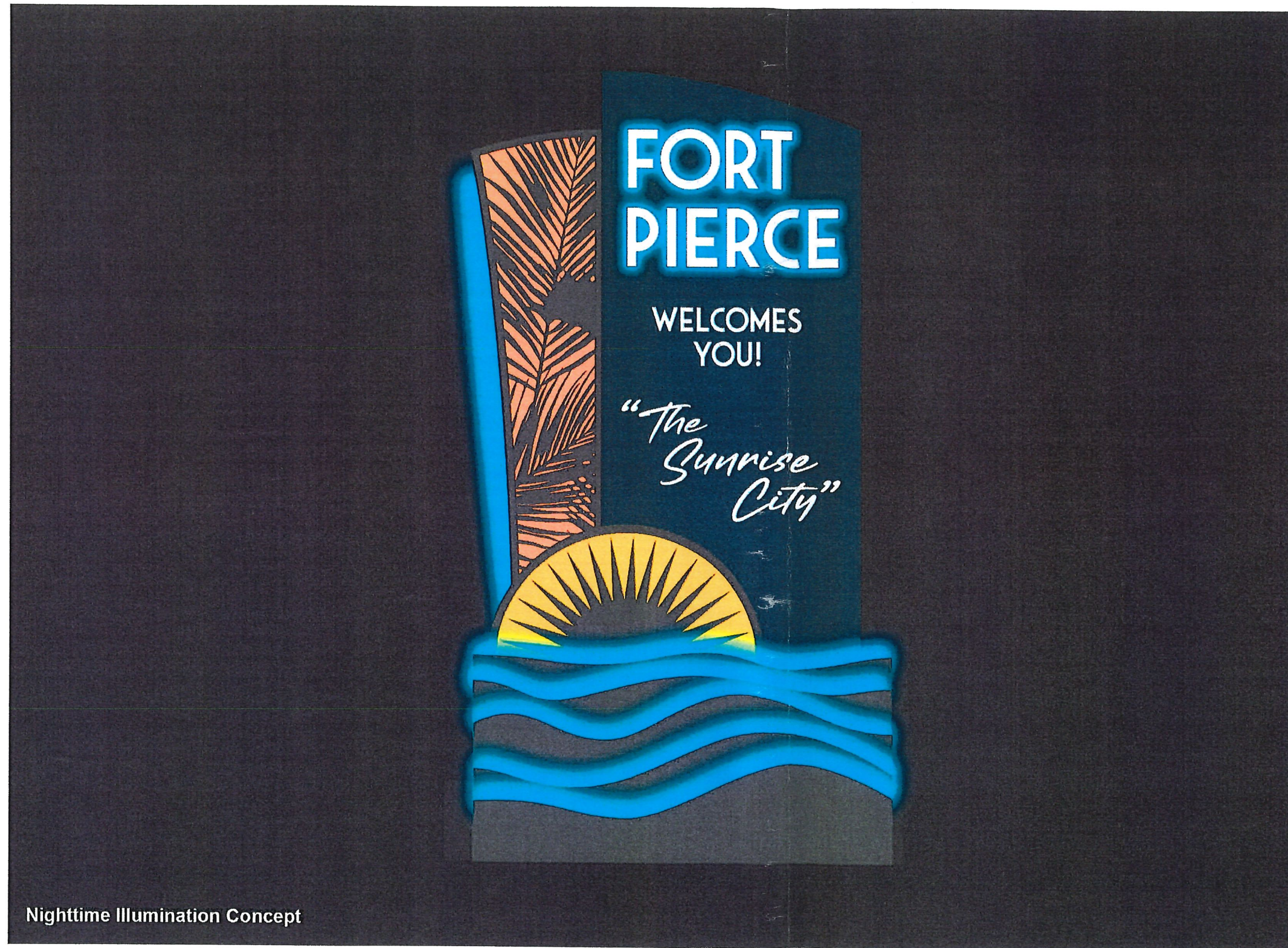
| SIGN DESIGNS                                                                                                                                                                                                                                                             | DESCRIPTION                                                                                                                             | DESIGN                                                                                   | ENGINEERING/PERMITTING | FABRICATION | INSTALLATION |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|------------------------|-------------|--------------|
|  <p>A tall, vertical sign with a green top section that says 'FORT PIERCE' and 'WELCOMES YOU!'. Below is a yellow sun graphic and the text 'The Sunshine City'.</p>                     | <p>14' overall height City Gateway Entry Signage. LED Internal Illumination. Foundation and pipe included. Landscaping by the City.</p> | 7 days                                                                                   | 15 days                | 130 days    | 20 days      |
|  <p>A blue rectangular sign on a post with white text and arrows pointing to 'Health Care', 'Botanical Gardens', 'Historic Hills', 'Entertainment Area', and 'Old Fort Park'.</p>      | <p>Single sided Wayfinding Signage with break away FDOT approved footer, post and brackets. Installation included.</p>                  | 7 days                                                                                   | 15 days                | 120 days    | 18 days      |
|  <p>A black rectangular sign with a logo of a tree and the text 'LINCOLN PARK'. Below the sign is a post with a 'Grade' line and a note: 'Note: Hardware painted to match color'.</p> | <p>Single sided District Brand Signage with break away FDOT approved footer, post and brackets. Installation included.</p>              | 7 days                                                                                   | 15 days                | 120 days    | 15 days      |
|  <p>A blue rectangular sign with a white 'P' in a yellow circle and the word 'PARKING' above a white arrow pointing left.</p>                                                         | <p>Single sided Public Parking Signage with break away FDOT approved footer, post and brackets. Installation included.</p>              | 7 days                                                                                   | 15 days                | 120 days    | 15 days      |
|                                                                                                                                                                                                                                                                          |                                                                                                                                         | <p>Entire process from NTP to Installation Completion for all Signage -<br/>175 days</p> |                        |             |              |

## FORT PIERCE PRICNG GUIDE

2/1/2023

| SIGN DESIGNS                                                                        | FABRICATION              | INSTALLATION | EXTENDED COST | QTY | TOTAL COST          | DESCRIPTION                                                                                                                      |
|-------------------------------------------------------------------------------------|--------------------------|--------------|---------------|-----|---------------------|----------------------------------------------------------------------------------------------------------------------------------|
|    | \$ 20,212.00             | \$ 7,233.00  | \$27,445.00   | 9   | \$ 247,005.00       | 14' overall height City Gateway Entry Signage. LED Internal Illumination. Foundation and pipe included. Landscaping by the City. |
|   | \$ 3,100.00              | \$ 1,436.00  | \$ 4,486.00   | 30  | \$ 134,580.00       | Single sided Wayfinding Signage with break away FDOT approved footer, post and brackets. Installation included.                  |
|  | \$ 2,941.00              | \$ 1,355.00  | \$ 4,296.00   | 14  | \$ 60,144.00        | Single sided District Brand Signage with break away FDOT approved footer, post and brackets. Installation included.              |
|  | \$ 3,303.00              | \$ 1,483.00  | \$ 4,786.00   | 10  | \$ 47,860.00        | Single sided Public Parking Signage with break away FDOT approved footer, post and brackets. Installation included.              |
|                                                                                     | Site Survey              |              | \$ 1,250.00   | 1   | \$ 1,100.00         | Project Manager walks each location and stakes                                                                                   |
|                                                                                     | Mobilization             |              | \$ 5,500.00   | 1   | \$ 4,800.00         | Hotel and per Diem                                                                                                               |
|                                                                                     | Engineering & Permitting |              | \$ 5,200.00   | 1   | \$ 4,250.00         | 3rd Party Sealed Sign Engineering, Acquisition                                                                                   |
|                                                                                     | <b>Total:</b>            |              |               |     | <b>\$499,739.00</b> |                                                                                                                                  |





Nighttime Illumination Concept

CITY of  
FORT  
PIERCE

DESIGN #: 2100575 R3

DATE: 9.29.2021

DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (12.1.2021) MD

R2 (8.22.2022) MD

R3 (2.15.2023) MD

120 Volt  
 277 Volt

**SHEET 2**

ACCOUNT  
City of Fort Pierce

STREET \_\_\_\_\_  
 CITY Fort Pierce STATE FL  
 SALES REP. Gary Bell/Frank Boanno  
 SCALE As Noted  
 PROGRAM Adobe Illustrator CS10  
 CUSTOMER APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

This design (except registered or existing trademarks) is the property of DON BELL SIGNS LLC and shall not be reproduced or copied in whole or in part without the written permission of the above named owner.



365 OAK PLACE  
PORT ORANGE, FL 32127  
386-788-8084  
800-824-0080

ETL Acct. #115459  
UL 48 Listed Signage  
All Sign Components shall be UL listed and Recognized in the SAM Manual  
All Wiring shall be at least 90° C rated

Note: This design pending engineering.

**CITY of  
FORT  
PIERCE**

DESIGN #: **2100575 R3**

DATE: 9.29.2021

DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (12.1.2021) MD

R2 (8.22.2022) MD

R3 (2.15.2023) MD

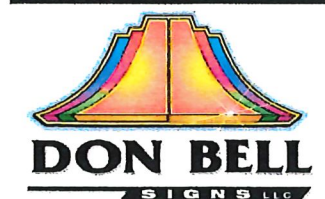
ACCOUNT #115459  120 Volt  
ETL US  277 Volt

**SHEET 3**

ACCOUNT  
City of Fort Pierce

STREET  
CITY Fort Pierce STATE FL  
SALES REP. Gary Bell/Frank Boanno  
SCALE As Noted  
FILE NAME  
PROGRAM Adobe Illustrator CS10  
FONTS USED  
CUSTOMER APPROVAL DATE

This design (except registered or existing trademarks) is the property of DON BELL SIGNS LLC and shall not be reproduced or copied in whole or in part without the written permission of the above named owner.



365 OAK PLACE  
PORT ORANGE, FL 32127  
386-788-8084  
800-824-0080



R1 - Replaced compass design with sunray design & reconfigured cabinet & base.

**Note: Landscaping by Others.**

ETL Acct. #115459  
UL Listed Signage  
All Sign Components shall be UL  
Listed and Recognized in the SAM Manual  
All Wiring shall be at least 90° C rated

Note: This design pending engineering.

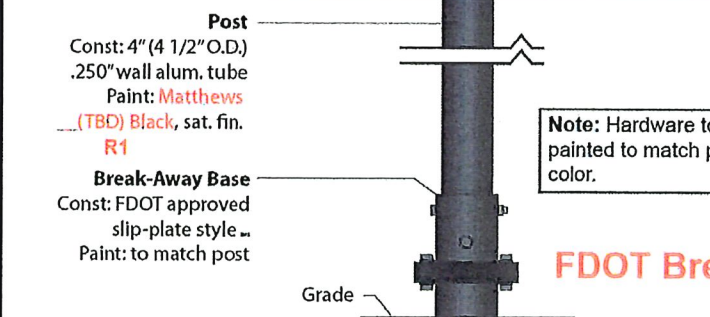
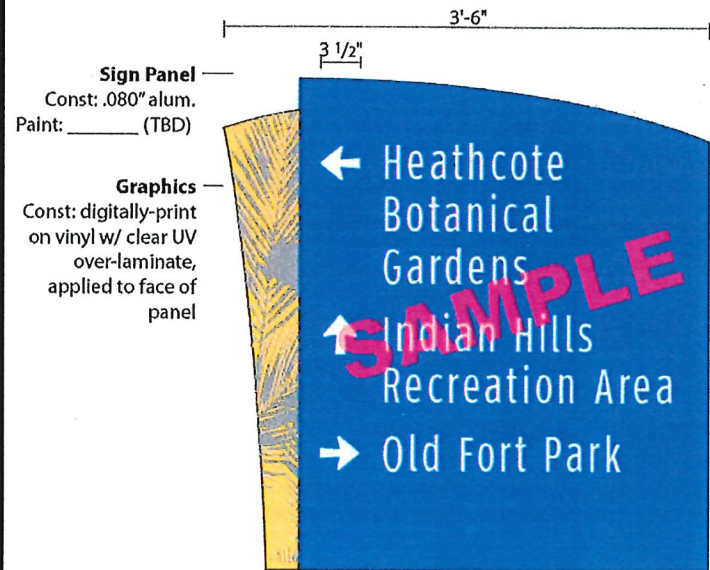
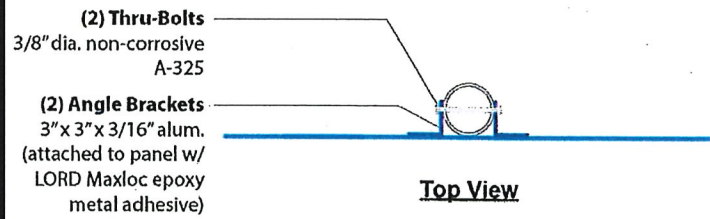
# Wayfinding Signs

## Scope of Work

Don Bell Signs to fabricate & install:  
**R3 (30)** S/F non-illuminated, Wayfinding Signs, as shown.

## Notes:

- All hardware to be non-corrosive.
- Landscaping by others.

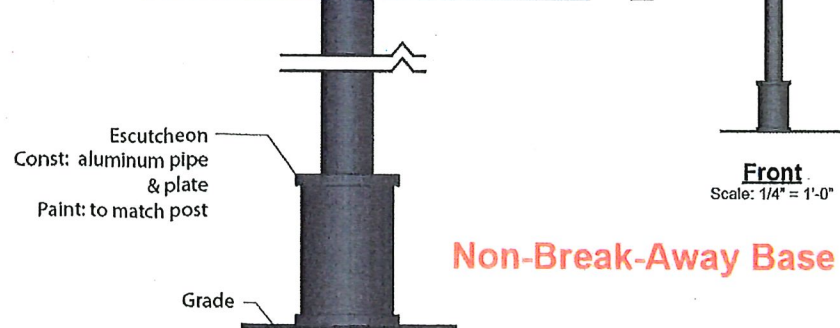
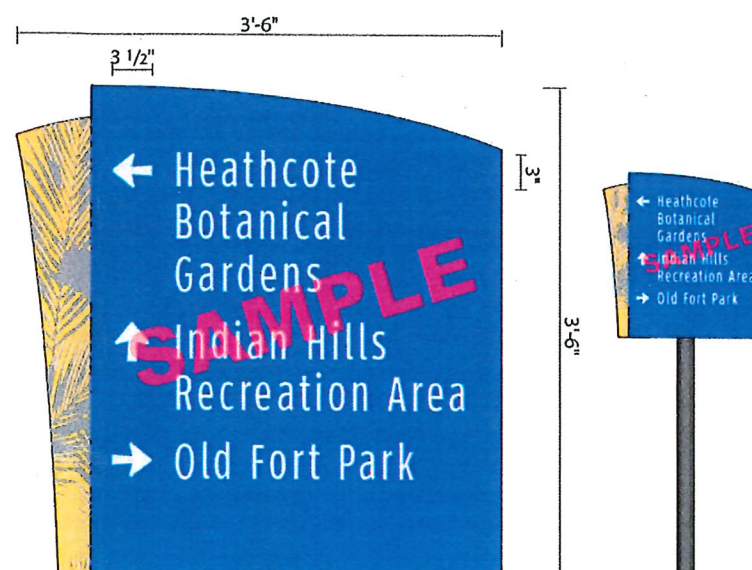
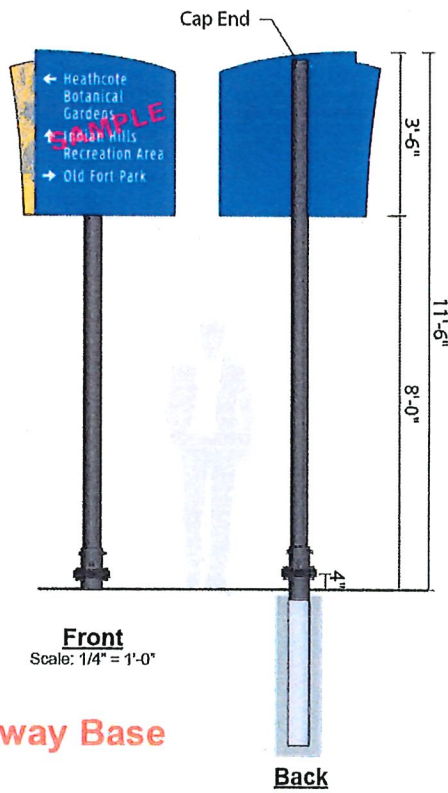


### FDOT Break-Away Base

MAIN SUPPORT  
 Column 1: 0.00" (O.D.) x .000" STD SCH40 \_\_\_\_\_ Pipe

AUGER FOOTING OPTIONS  
 2' dia. footer @ 0' 00" deep (0.00 CY concrete)  
 3' dia. footer @ 0' 00" deep (0.00 CY concrete)

Elevation of S/F Sign  
 Scale: 3/4" = 1'-0"  
 (TBD) Required

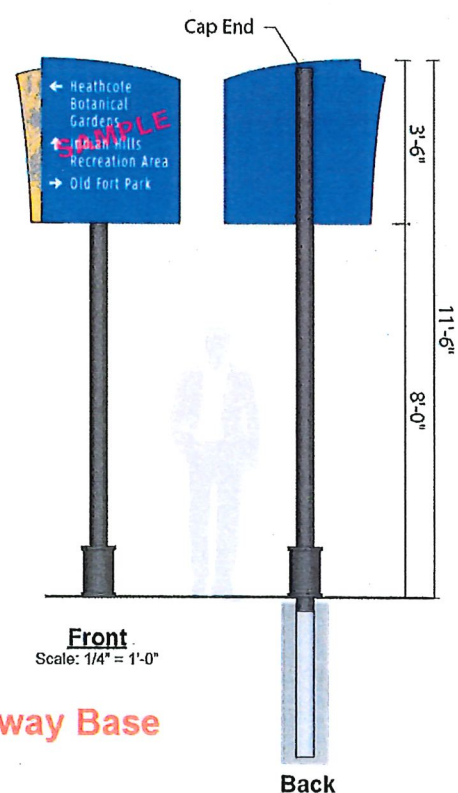


### Non-Break-Away Base

MAIN SUPPORT  
 Column 1: 0.00" (O.D.) x .000" STD SCH40 \_\_\_\_\_ Pipe

AUGER FOOTING OPTIONS  
 2' dia. footer @ 0' 00" deep (0.00 CY concrete)  
 3' dia. footer @ 0' 00" deep (0.00 CY concrete)

Elevation of S/F Sign  
 Scale: 3/4" = 1'-0"  
 (TBD) Required



ETL Acct. #115459  
 UL 48 Listed Signage  
 All Sign Components shall be UL listed and Recognized in the SAM Manual  
 All Wiring shall be at least 90° C rated

Note: This design pending engineering.

CITY of FORT PIERCE

DESIGN #: 2100575 R3

DATE: 9.29.2021

DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (12.1.2021) MD

R2 (8.22.2022) MD

R3 (2.15.2023) MD

ACCOUNT #115459  120 Volt  
 277 Volt

SHEET 4

CITY of Fort Pierce

STREET \_\_\_\_\_  
 CITY Fort Pierce STATE FL  
 SALES REP. Gary Bell/Frank Boanno  
 SCALE As Noted  
 FILE NAME \_\_\_\_\_  
 PROGRAM Adobe Illustrator CS10  
 FONTS USED \_\_\_\_\_  
 CUSTOMER APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

This design (except registered or existing trademarks) is the property of DON BELL SIGNS LLC and shall not be reproduced or copied in whole or in part without the written permission of the above named owner.



365 OAK PLACE  
 PORT ORANGE, FL 32127  
 386-788-8084  
 800-824-0080

Wayfinding Signs (Production Layouts)

To Be Provided

CITY of FORT PIERCE

DESIGN #: 2100575 R3

DATE: 9.29.2021

DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (12.1.2021) MD

R2 (8.22.2022) MD

R3 (2.15.2023) MD

ETL US ACCOUNT #115459  120 Volt  277 Volt

SHEET 5

ACCOUNT City of Fort Pierce

STREET CITY Fort Pierce STATE FL SALES REP. Gary Bell/Frank Boanno SCALE As Noted PROGRAM Adobe Illustrator CS10

MONTHS USED CUSTOMER APPROVAL DATE

This design (except registered or existing trademarks) is the property of DON BELL SIGNS LLC and shall not be reproduced or copied in whole or in part without the written permission of the above named owner.



365 OAK PLACE PORT ORANGE, FL 32127 386-788-8084 800-824-0080

ETL Accl. #115459 UL-48 Listed Signage All Sign Components shall be UL listed and Recognized in the SAM Manual All Wiring shall be at least 90° C rated

Note: This design pending engineering.

# District Brand Signs

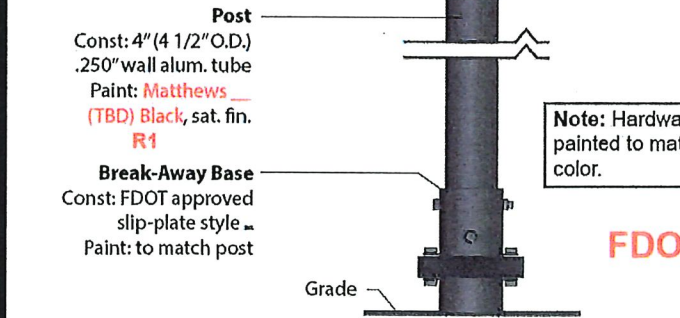
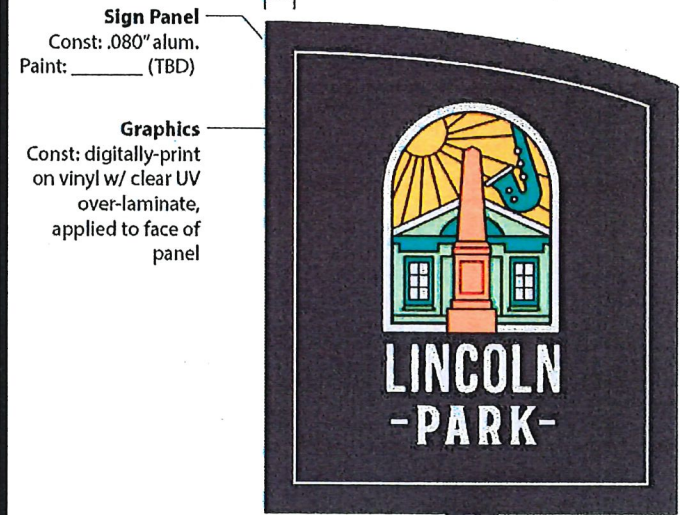
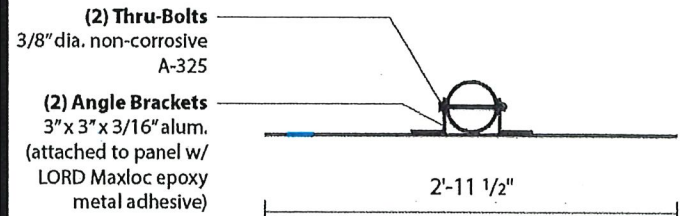
## Scope of Work

Don Bell Signs to fabricate & install:  
**R3 (14)** S/F non-illuminated, District Brand Signs, as shown.

## Notes:

All hardware to be non-corrosive.  
 Landscaping by others.

See district sign concepts on next Sheet.



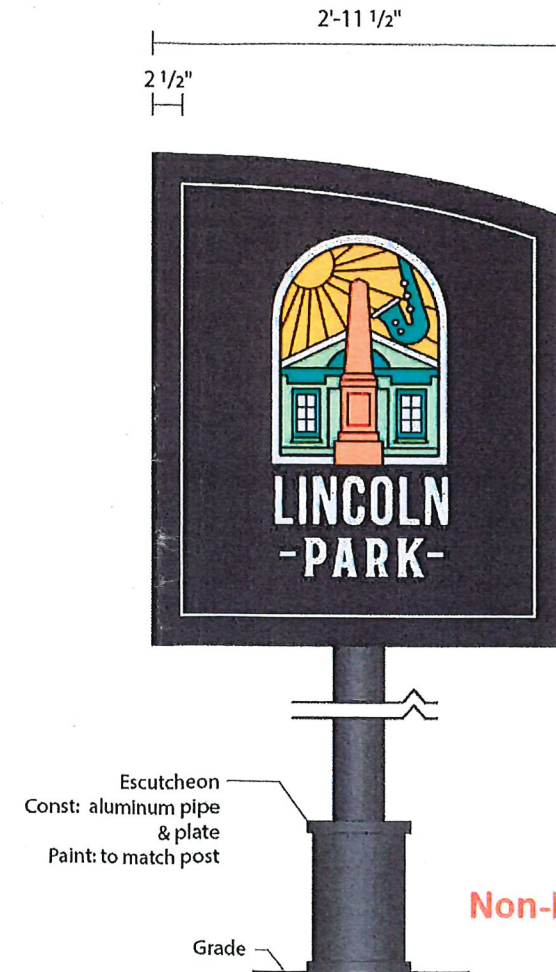
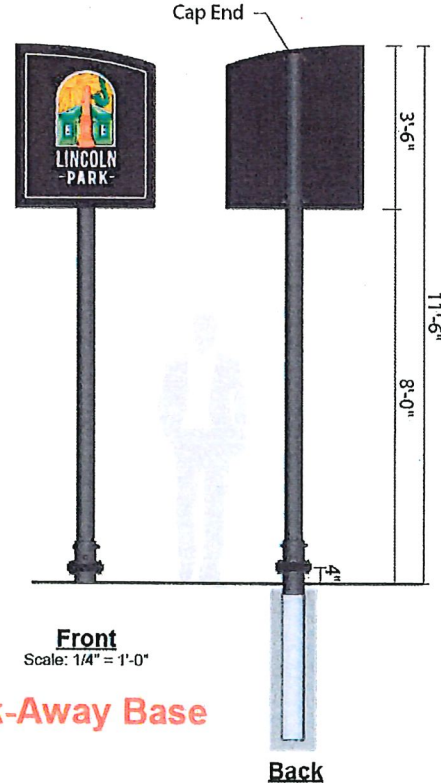
Note: Hardware to be painted to match post color.

### FDOT Break-Away Base

MAIN SUPPORT  
 Column 1: 0.00" (O.D.) x .000" STD SCH40 \_\_\_\_\_ Pipe

AUGER FOOTING OPTIONS  
 2' dia. footer @ 0' 00" deep (0.00 CY concrete)  
 3' dia. footer @ 0' 00" deep (0.00 CY concrete)

Elevation of S/F Sign  
 Scale: 3/4" = 1'-0"  
**R3 (TBD) Required**



### Non-Break-Away Base

MAIN SUPPORT  
 Column 1: 0.00" (O.D.) x .000" STD SCH40 \_\_\_\_\_ Pipe

AUGER FOOTING OPTIONS  
 2' dia. footer @ 0' 00" deep (0.00 CY concrete)  
 3' dia. footer @ 0' 00" deep (0.00 CY concrete)

Elevation of S/F Sign  
 Scale: 3/4" = 1'-0"  
**R3 (TBD) Required**

ETL Accl. #115459  
 UL 48 Listed Signage  
 All Sign Components shall be UL Listed and Recognized in the SAM Manual  
 All Wiring shall be at least 90° C rated

Note: This design pending engineering.

CITY of FORT PIERCE

DESIGN #: 2100575 R3

DATE: 9.29.2021

DRAWN BY: M. De Bolt

#### Revisions / Date / Initials

|    |             |    |
|----|-------------|----|
| R1 | (12.1.2021) | MD |
| R2 | (8.22.2022) | MD |
| R3 | (2.15.2023) | MD |

ACCOUNT #115459  120 Volt  
 US  277 Volt

## SHEET 6

CITY of Fort Pierce

STREET \_\_\_\_\_

CITY Fort Pierce STATE FL

SALES REP. Gary Bell/Frank Boanno

SCALE As Noted

FILE NAME \_\_\_\_\_

PROGRAM Adobe Illustrator CS10

FOOTING USED \_\_\_\_\_

CUSTOMER APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

This design (except registered or existing trademarks) is the property of DON BELL SIGNS LLC and shall not be reproduced or copied in whole or in part without the written permission of the above named owner.

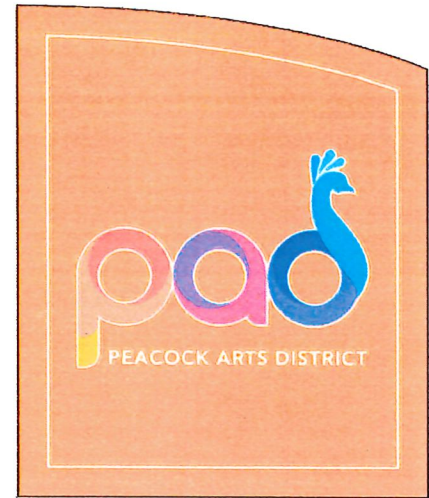


365 OAK PLACE  
 PORT ORANGE, FL 32127  
 386-788-8084  
 800-824-0080

**District Brand Signs**

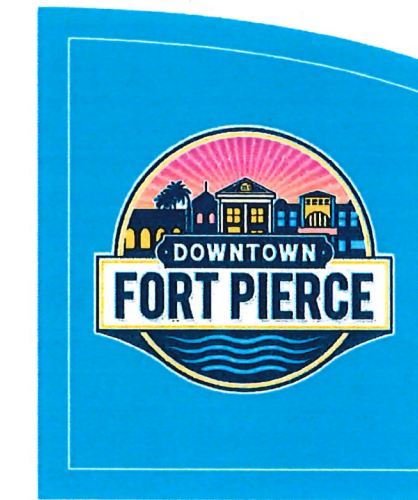
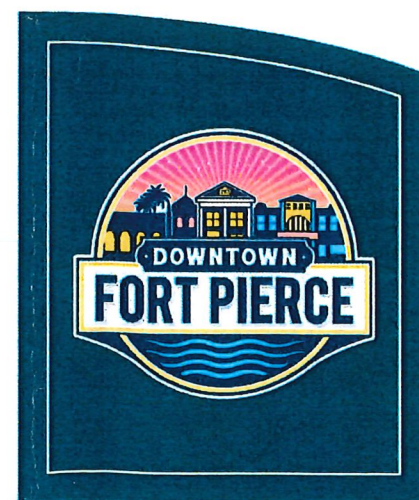
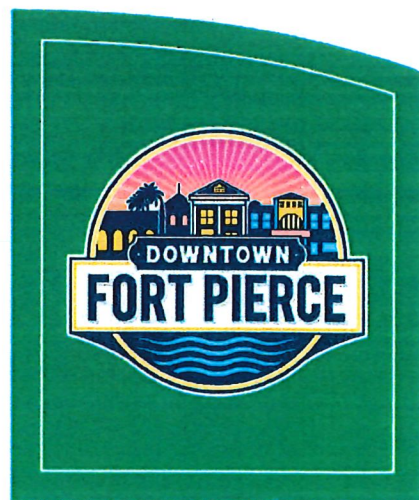
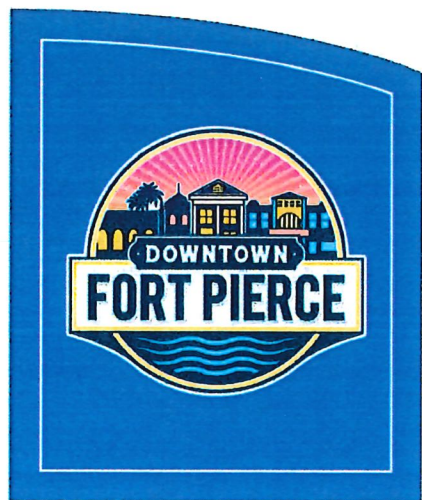
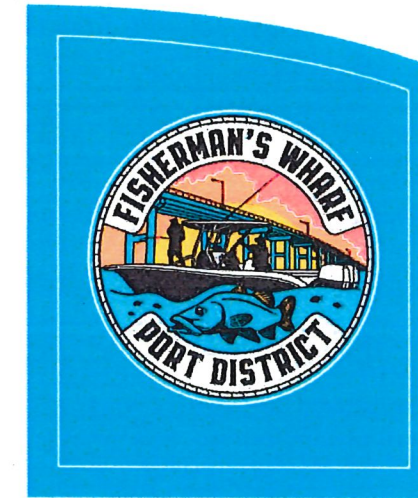
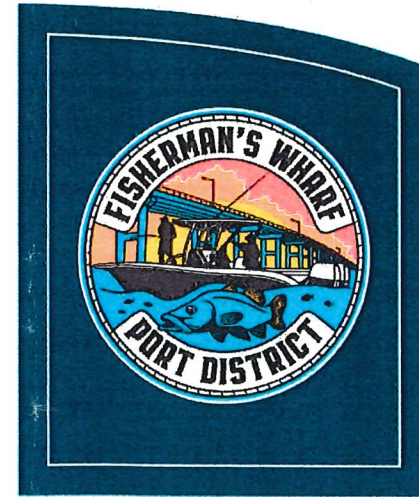
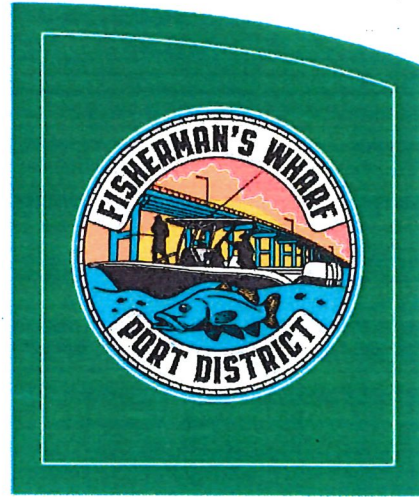
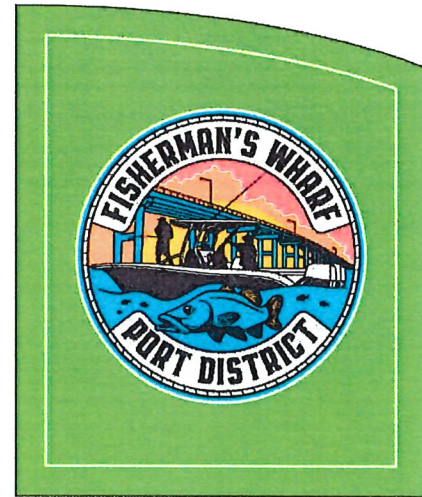
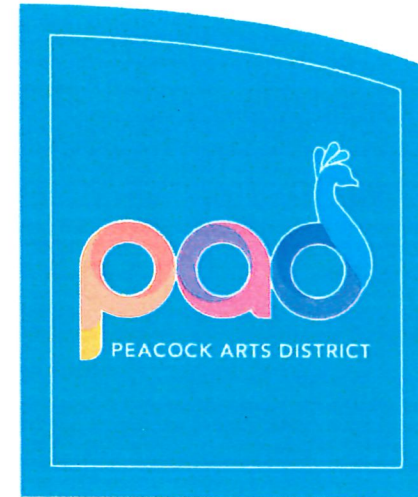
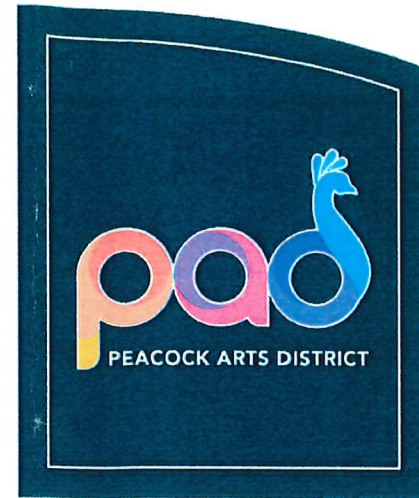
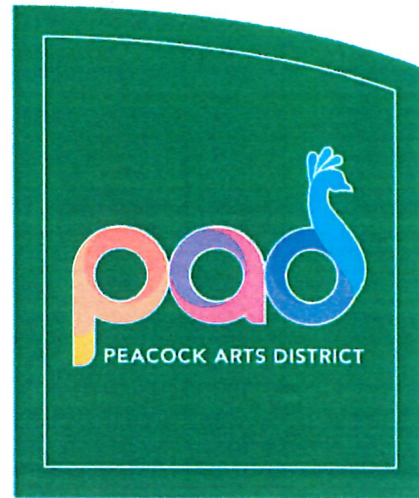
R2 - Applied Customer District Art

2'-11 1/2"



3'-6"

**R3 Final Selection (TBD)**



**CITY of  
FORT  
PIERCE**

DESIGN #: **2100575 R3**

DATE: 9.29.2021

DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (12.1.2021) MD

R2 (8.22.2022) MD

R3 (2.15.2023) MD

ACCOUNT #115459  120 Volt  
 ETL US  277 Volt

**SHEET 7**

ACCOUNT City of Fort Pierce

STREET  
 CITY Fort Pierce STATE FL  
 SALES REP. Gary Bell/Frank Boanno  
 SCALE As Noted  
 FILE NAME  
 PROGRAM Adobe Illustrator CS10  
 FONTS USED  
 CUSTOMER APPROVAL DATE

This design (except registered or existing trademarks) is the property of DON BELL SIGNS LLC and shall not be reproduced or copied in whole or in part without the written permission of the above named owner.



**DON BELL**  
SIGNS LLC

365 OAK PLACE  
 PORT ORANGE, FL 32127  
 386-788-8084  
 800-824-0080

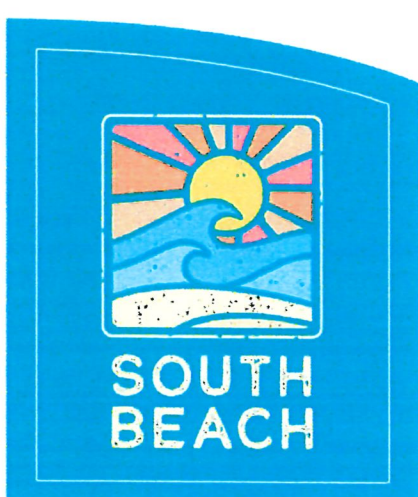
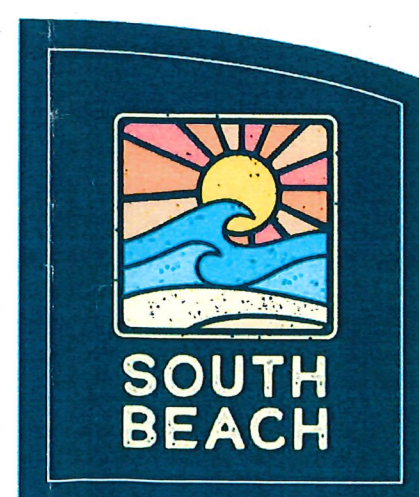
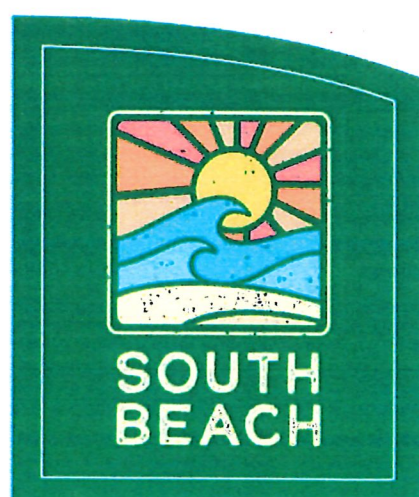
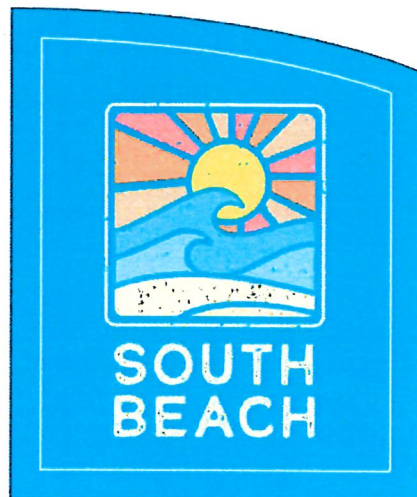
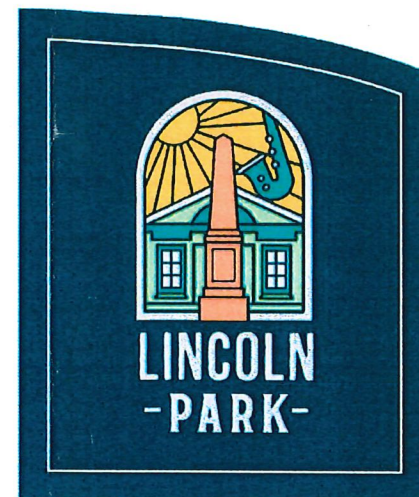
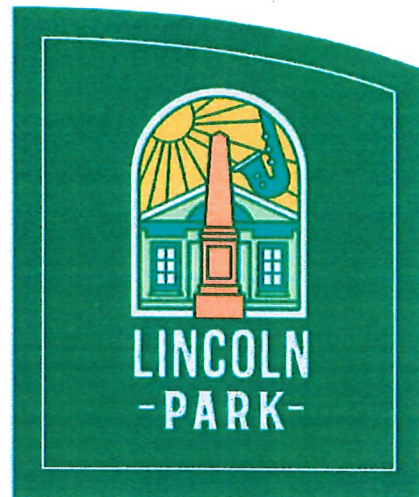
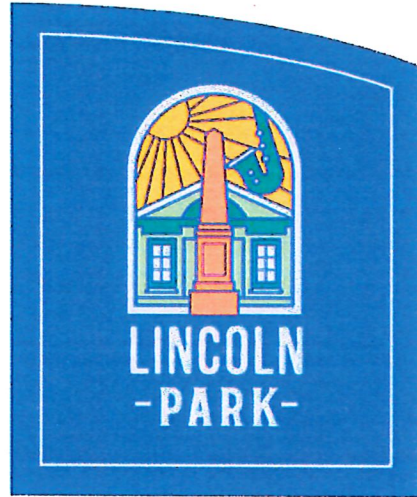
ETL Accl. #115459  
 UL 48 Listed Signage  
 All Sign Components shall be UL  
 Listed and Recognized in the SAM Manual  
 All Wiring shall be at least 90° C rated

Note: This design pending engineering.

**District Brand Signs**

R2 - Applied Customer District Art

R3 Final Selection (TBD)



**CITY of  
FORT  
PIERCE**

DESIGN #: **2100575 R3**

DATE: 9.29.2021

DRAWN BY: M. De Bolt

| Revisions / Date / Initials |
|-----------------------------|
| R1 (12.1.2021) MD           |
| R2 (8.22.2022) MD           |
| R3 (2.15.2023) MD           |

120 Volt  
 277 Volt

**SHEET 8**

ACCOUNT: City of Fort Pierce  
 STREET: \_\_\_\_\_  
 CITY: Fort Pierce STATE: FL  
 SALES REP.: Gary Bell/Frank Boanno  
 SCALE: As Noted  
 FILE NAME: \_\_\_\_\_  
 PROGRAM: Adobe Illustrator CS10  
 FONTS USED: \_\_\_\_\_  
 CUSTOMER APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_

This design (except registered or existing trademarks) is the property of DON BELL SIGNS LLC and shall not be reproduced or copied in whole or in part without the written permission of the above named owner.



365 OAK PLACE  
 PORT ORANGE, FL 32127  
 386-788-8084  
 800-824-0080

ETL Accl. #115459  
 UL 45 Listed Signage  
 All Sign Components shall be UL  
 Listed and Recognized in the SAM Manual  
 All Wiring shall be at least 90° C rated

Note: This design pending engineering.

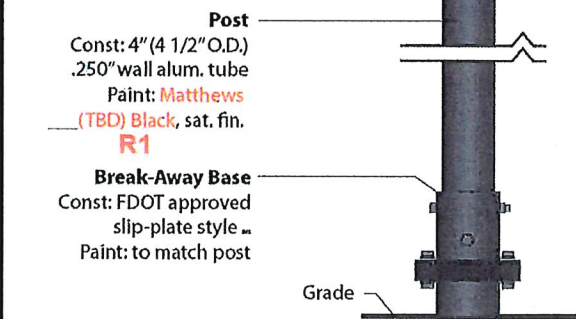
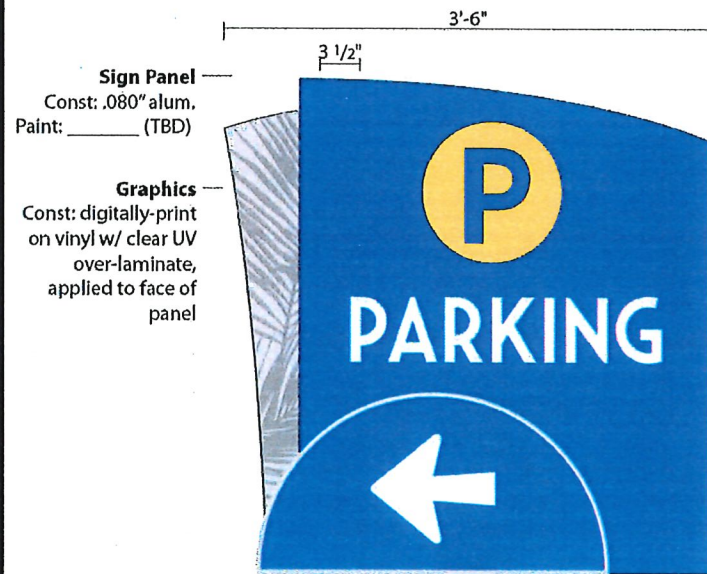
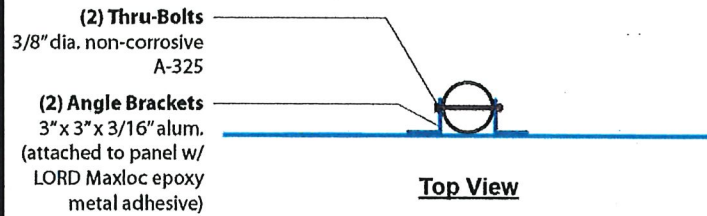
# Parking Signs

## Scope of Work

Don Bell Signs to fabricate & install:  
**R3 (10)** S/F non-illuminated, Parking Signs, as shown.

## Notes:

All hardware to be non-corrosive.  
 Landscaping by others.



## FDOT Break-Away Base

### MAIN SUPPORT

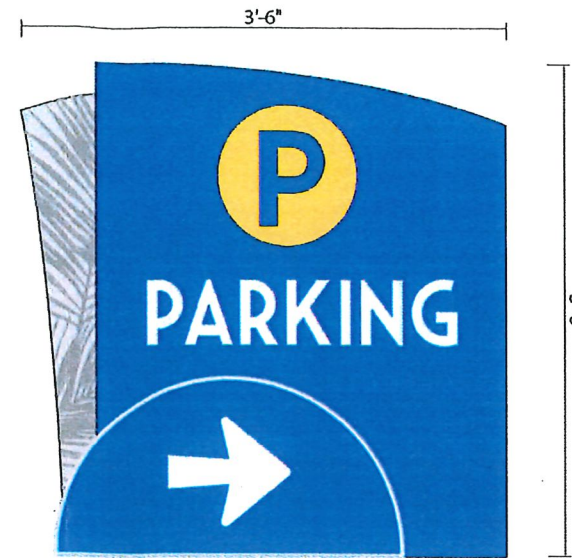
Column 1: 0.00" (O.D.) x .000" STD SCH40 \_\_\_\_\_ Pipe

### AUGER FOOTING OPTIONS

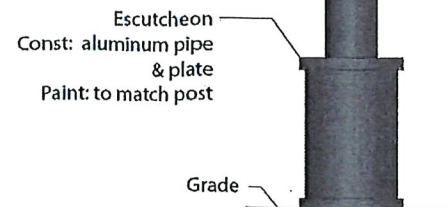
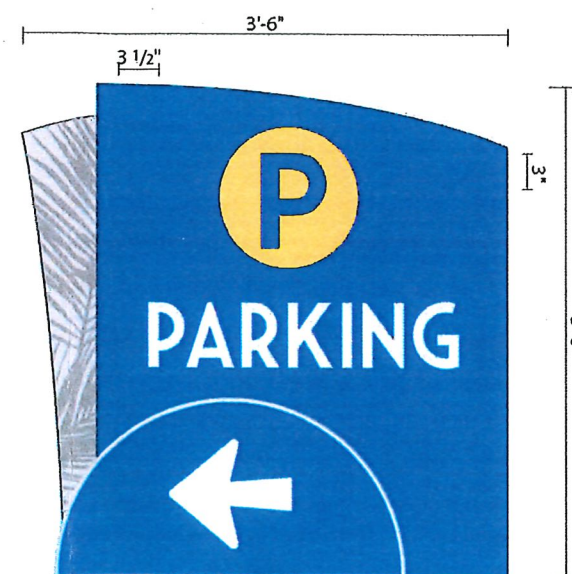
2' dia. footer @ 0' 00" deep (0.00 CY concrete)  
 3' dia. footer @ 0' 00" deep (0.00 CY concrete)

Elevation of S/F Sign  
 Scale: 3/4" = 1'-0"

**R3 (TBD) Required**



**R3 (TBD) Required**



## Non-Break-Away Base

### MAIN SUPPORT

Column 1: 0.00" (O.D.) x .000" STD SCH40 \_\_\_\_\_ Pipe

### AUGER FOOTING OPTIONS

2' dia. footer @ 0' 00" deep (0.00 CY concrete)  
 3' dia. footer @ 0' 00" deep (0.00 CY concrete)

Elevation of S/F Sign  
 Scale: 3/4" = 1'-0"

**R3 (TBD) Required**

ETL Accl. #115459  
 UL 46 Listed Signage  
 All Sign Components shall be UL Listed and Recognized in the SAM Manual  
 All Wiring shall be at least 90°C rated

Note: This design pending engineering.

CITY of  
**FORT  
 PIERCE**

DESIGN #: **2100575 R3**

DATE: 9.29.2021

DRAWN BY: M. De Bolt

### Revisions / Date / Initials

R1 (12.1.2021) MD

R2 (8.22.2022) MD

R3 (2.15.2023) MD

ACCOUNT #115459  120 Volt  
 ETL US  277 Volt

## SHEET 9

ACCOUNT  
 City of Fort Pierce

STREET  
 CITY Fort Pierce STATE FL  
 SALES REP. Gary Bell/Frank Boanno  
 SCALE As Noted  
 FILE NAME  
 PROGRAM Adobe Illustrator CS10  
 FONTS USED  
 CUSTOMER APPROVAL DATE

This design (except registered or existing trademarks) is the property of DON BELL SIGNS LLC and shall not be reproduced or copied in whole or in part without the written permission of the above named owner.



365 OAK PLACE  
 PORT ORANGE, FL 32127  
 386-788-8084  
 800-624-0080

# District Brand Sign Location Map

**CITY of  
FORT  
PIERCE**

DESIGN #: **2100575 R3**

DATE: 9.29.2021

DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (12.1.2021) MD

R2 (8.22.2022) MD

R3 (2.15.2023) MD

ACCOUNT #115459  120 Volt  
US  277 Volt

**SHEET 10**

ACCOUNT  
City of Fort Pierce

STREET  
CITY Fort Pierce STATE FL  
SALES REP. Gary Bell/Frank Boanno  
SCALE As Noted  
FILE NAME  
PROGRAM Adobe Illustrator CS10  
FOUNTE USED  
CUSTOMER APPROVAL DATE

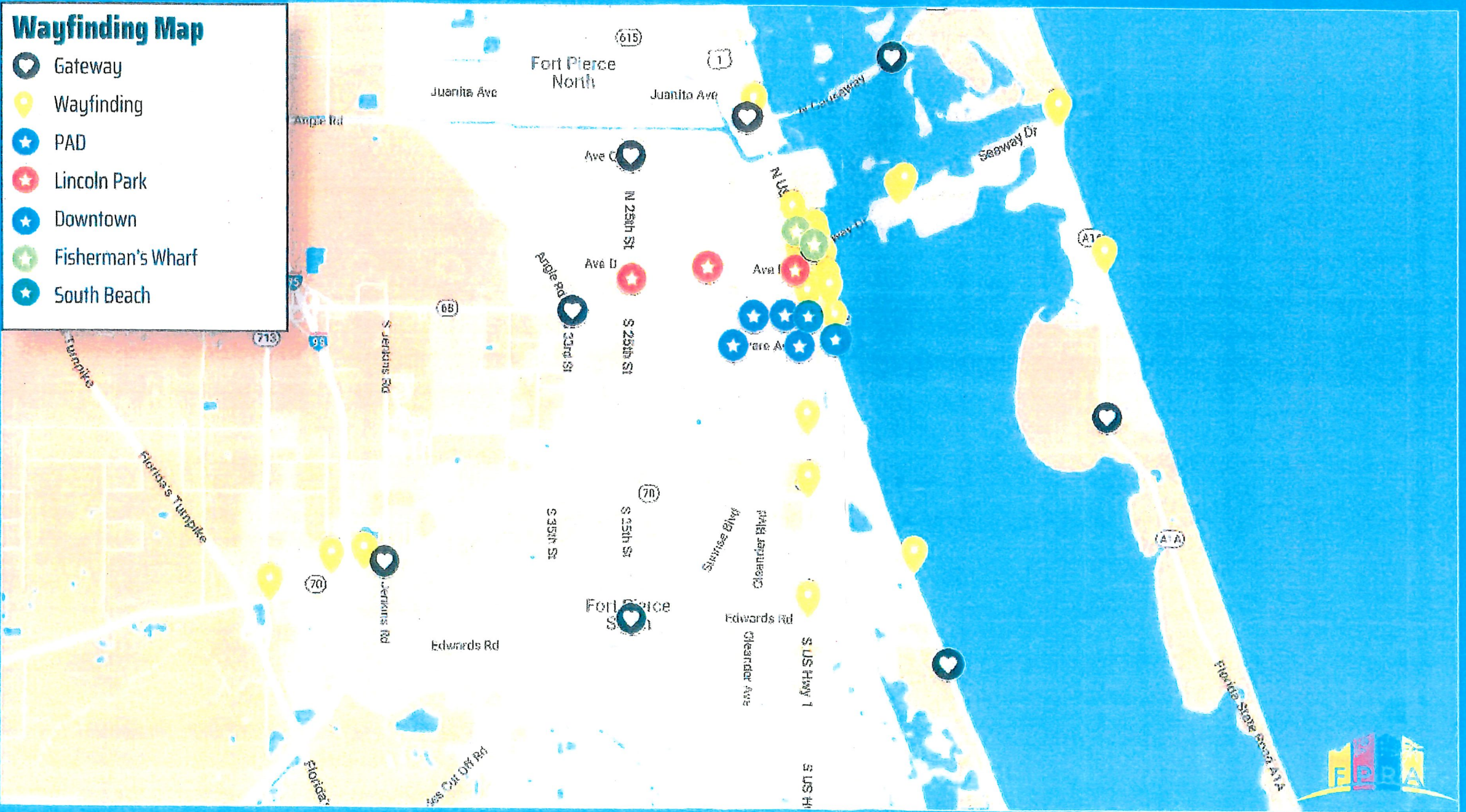
This design (except registered or existing trademarks) is the property of DON BELL SIGNS LLC and shall not be reproduced or copied in whole or in part without the written permission of the above named owner.



365 OAK PLACE  
PORT ORANGE, FL 32127  
386-788-8084  
800-824-0080

## Wayfinding Map

- Gateway
- Wayfinding
- PAD
- Lincoln Park
- Downtown
- Fisherman's Wharf
- South Beach



ETL Acct. #115459  
UL 48 Listed Signage  
All Sign Components shall be UL  
listed and Recognized in the SAM Manual  
All Wiring shall be at least 90' C rated

Note: This design pending engineering.

# Comprehensive Wayfinding Program

Design, permitting, fabrication and installation of new wayfinding signage, district brand signs and gateway signs.

- CITY GATEWAY SIGNS (9)
- WAYFINDING DIRECTIONAL SIGNS (30)
- DISTRICT BRAND SIGNS (13)
- PUBLIC PARKING (10)

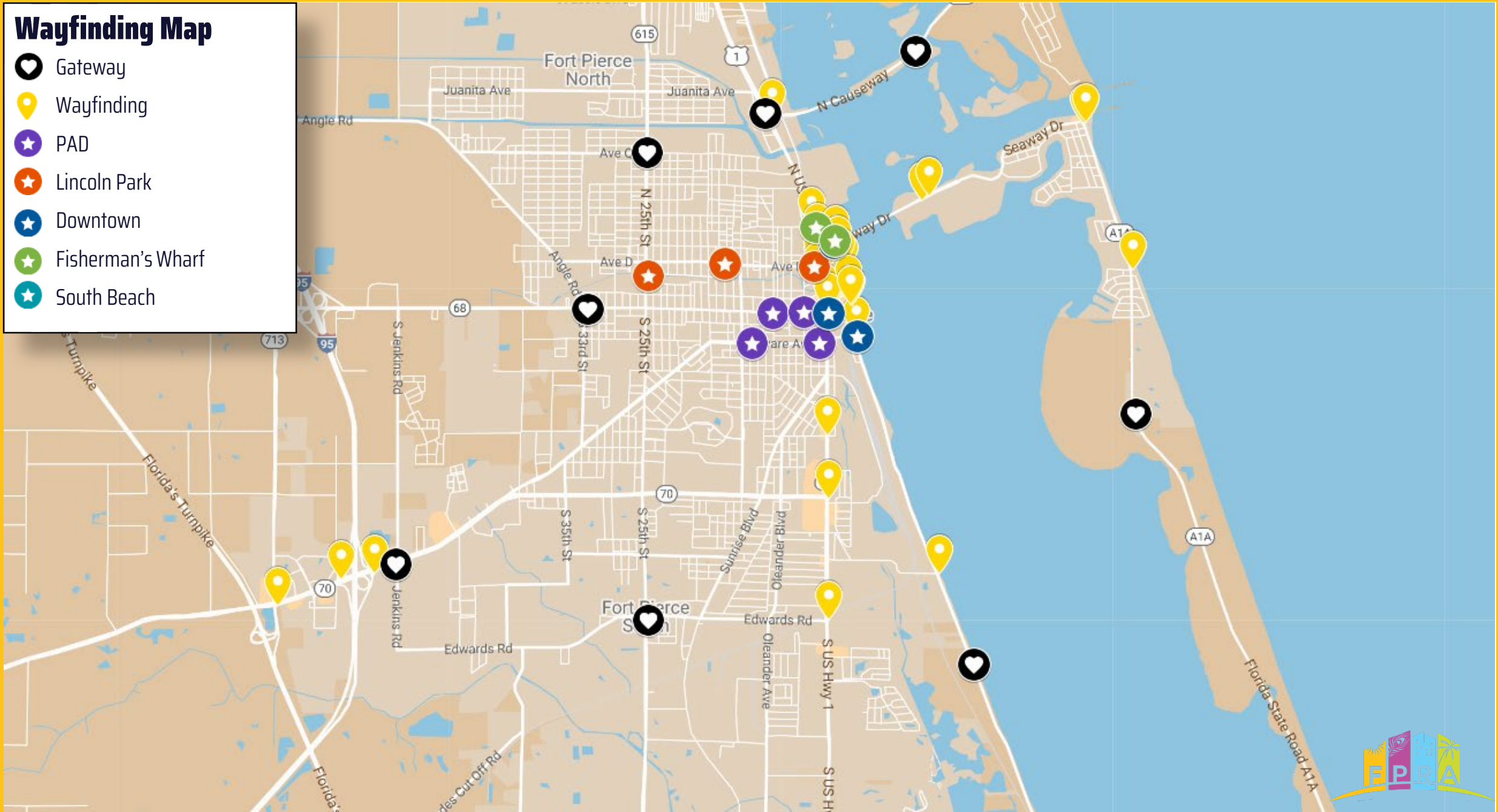
**Estimated Project Cost: \$600,000**

**FPRA Contribution: \$600,000**

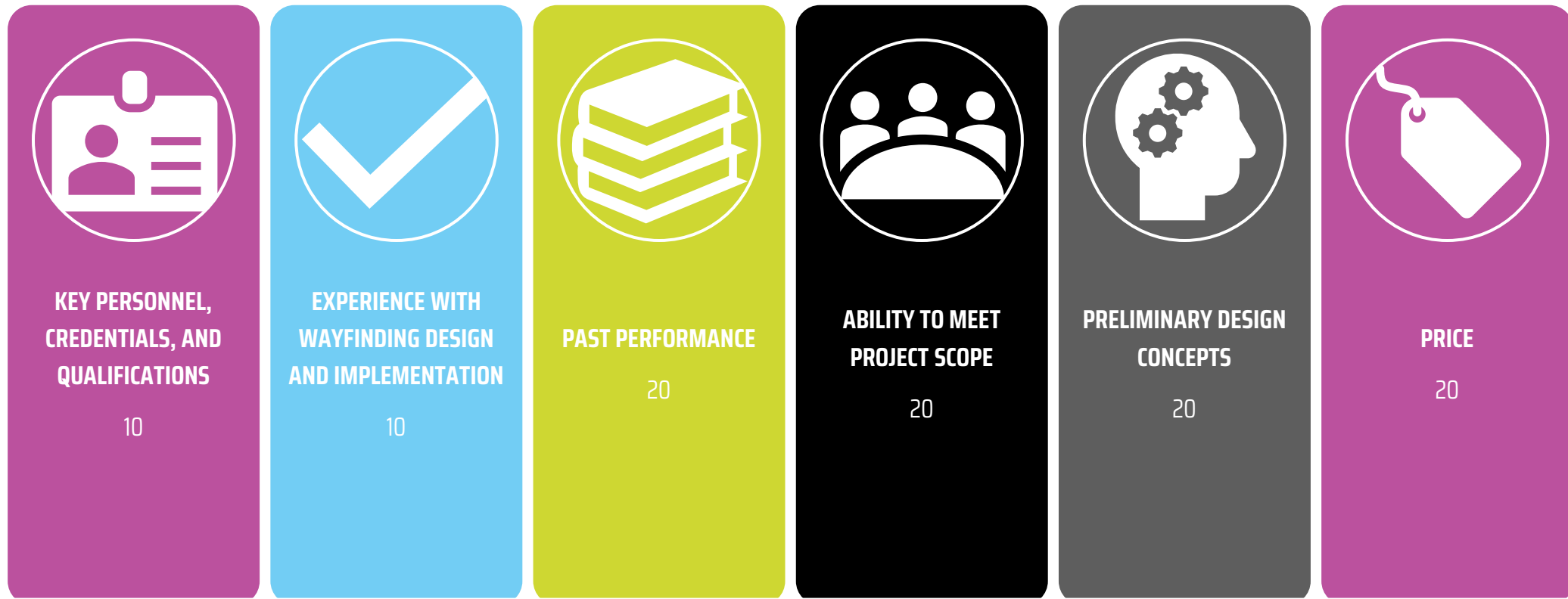


# Wayfinding Map

- 📍 Gateway
- 📍 Wayfinding
- 🌟 PAD
- 🌟 Lincoln Park
- 🌟 Downtown
- 🌟 Fisherman's Wharf
- 🌟 South Beach



# Evaluation Criteria



# Cumulative Evaluation

| RESPONDENTS                                        | EVALUATOR #1 | EVALUATOR #2 | EVALUATOR #3 | TOTAL      |
|----------------------------------------------------|--------------|--------------|--------------|------------|
| Acolite & Claude United Sign Co. Inc.<br>Doral, FL | 83           | 78           | 78           | 239        |
| ACSM Design + Build<br>Charlotte, NC               | 81           | 75           | 79           | 235        |
| Bergen Sign Co.<br>Pompano Beach, FL               | 64           | 73           | 78           | 215        |
| DDEC, Inc.<br>Tamarac, FL                          | 82           | 84           | 87           | 253        |
| <b>Don Bell Signs, Inc<br/>Port Orange, FL</b>     | <b>88</b>    | <b>86</b>    | <b>83</b>    | <b>257</b> |
| Found Design, LLC. d.b.a Merje<br>West Chester, PA | 28           | 65           | 68           | 161        |
| I 2 Visual, Inc.<br>Fort Meyers, FL                | 31           | 46           | 28           | 105        |
| Poblocki Sign Company<br>Orlando, FL               | 79           | 49           | 75           | 203        |
| Rite Lite Signs, Inc.<br>Concord, NC               | 67           | 62           | 64           | 193        |
| West Central Signs, d.b.a Signstar<br>Tampa, FL    | 71           | 71           | 65           | 207        |

# Don Bell Signs

- Local experience – City of Port St. Lucie, City Hall Marquee Sign
- Wayfinding Experience – City of Lake Worth Beach, Daytona Beach
- In-house fabrication, fleet of service and installation vehicles as well as lifts and other equipment.
- 175 days from design to installation
- Estimated cost: \$499,739.00

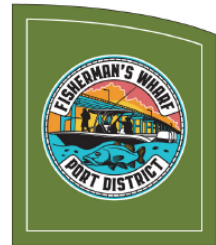
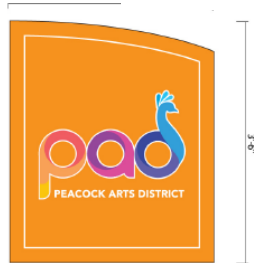


# LOCAL EXPERIENCE



# WAYFINDING EXPERIENCE

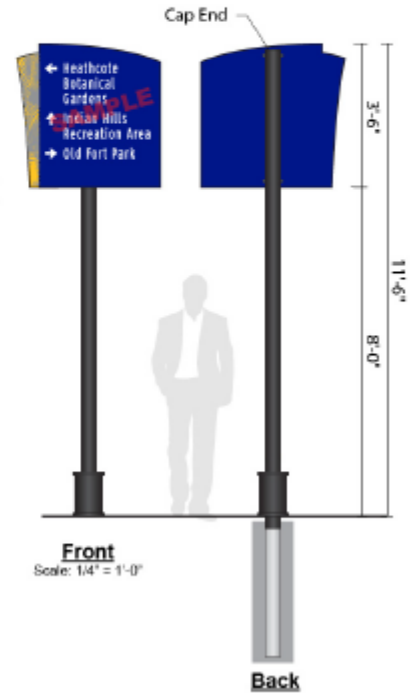
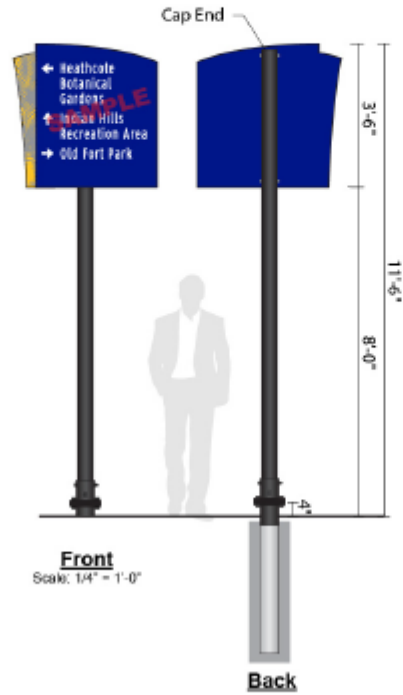
# PRELIMINARY DESIGN CONCEPT: DISTRICT BRAND SIGNS



# PRELIMINARY DESIGN CONCEPT: GATEWAYS



# PRELIMINARY DESIGN CONCEPT: WAYFINDING



# Recommendation

Award RFP to highest ranked respondent, Don Bell Signs, Inc; and authorize staff to enter negotiations for a period of 60 days.

**FPRA Regular Meeting**

**8. a.**

**Meeting Date:** May 9, 2023

**Re:** Email from James Goertler

**Submitted For:** Nick Mimms, City Manager, City Manager

---

**SUBJECT:**

Email from James Goertler expressing his appreciation with Redevelopment Specialist, Miriam Garcia, for her help with the Paint Program.

---

**FPRA Regular Meeting**

**8. b.**

**Meeting Date:** May 9, 2023

**Re:** FPRA Programs & Activities Summary

**Submitted For:** Nick Mimms, City Manager, City Manager

---

**SUBJECT:**

FPRA Programs & Activities Summary

**SUMMARY:**

**RECOMMENDATION:**

**ALTERNATIVES:**

**RESPONSIBLE STAFF:**

**COORDINATED WITH:**

---

**Attachments**

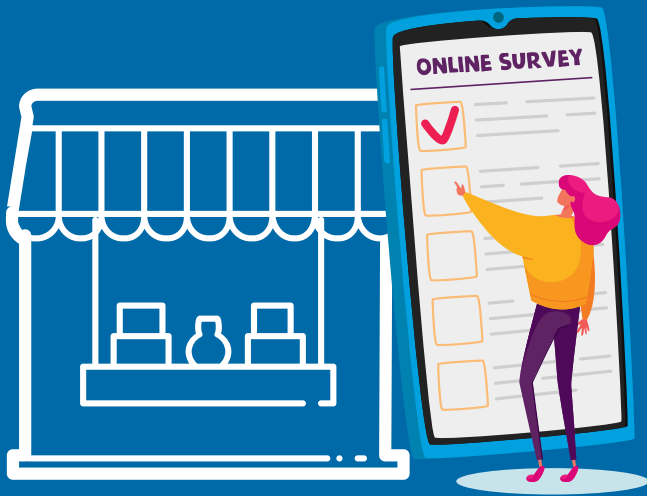
Programs & Activities Update

---



# FPPRA PROGRAMS & ACTIVITIES SUMMARY





## SMALL BUSINESS DEVELOPMENT POLL

Staff is placing the final touches to the action plan relating to the recommendations that came from the Small Business Development Survey. Staff will soon bring forward a plan for the FPRA Board's consideration.

## ST. ANASTASIA RESTORATION

The Purchasing Division published the Request for Proposals (RFP) on April 24th regarding the Exterior Renovation of the Old. St. Anastasia building. We anticipate that all submittals will be received by the end of May. Afterwards, staff evaluations and recommendations will be completed, and a recommendation will go before the Board for a decision.



## PEACOCK ARTS DISTRICT MURAL PROGRAM



The PAD Mural Program successfully received applications for mural designs at the conclusion of the call-for-artist process. Currently, mural designs are under review. Staff plans to bring an item forward to the FPRA Board for approval to move forward with selected mural designs and the execution of an agreement with selected artists. This will allow staff to expend the program's \$40,000 budgeted funds.



## HIGHWAYMEN MUSEUM

The project contractor, Journey G&D Group, has signed the contract and provided the necessary documents to proceed with the project. The renovations to the Jackie L. Caynon Building are expected to May 2023. It is estimated that it will take approximately seven months to complete the improvements. The project should be completed by November 2023.



## LINCOLN PARK MAINSTREET

Staff and representatives of Lincoln Park Mainstreet met in February 2023 to discuss the terms of the lease for the 1,982 square feet of space located in the Means Court Center, current occupied by Lincoln Park Mainstreet. Under the agreed terms, the initial term of the lease shall be for twenty (20) years, with an option to renew for one (1) additional term of ten (10) years; the annual base rent is twelve dollars (\$12.00); shall pay a prorated share of the utilities in an amount based on the portion of the building occupied by Lincoln Park Mainstreet; and the effective date of the lease contract shall coincide with the issuance date of the Certificate of Occupancy. The lease will be submitted to the FPRA for review and approval prior to the COI.



## THE ROOT

Staff and the Lincoln Park Young Professionals are working jointly to get this project back on track. The goal is to move in a direction that will enable the work to proceed in a manner that culminates with the completion of the improvements and the grand opening of The Root.

## AVENUE D ROAD IMPROVEMENT

As part of the City of Fort Pierce's 2023 Legislative Priorities, an appropriation request was submitted in the amount of \$1,500,000 for the Avenue D Road Improvement project. Funding for the project advanced to the state's final budget and is awaiting the Governor's review, approval, and signature. This \$3,000,000 project spans 1.84 miles crossing two of the City's oldest historic districts, Lincoln Park and Edgartown, from 19th Street to Indian River Drive.

## OAKS AT MOORE'S CREEK

Construction crews have mobilized to begin construction of the infrastructure for the 15 single-family affordable workforce homes. Inclement weather has caused a slight delay, but work is expected to begin April 27, 2023 on the sanitary sewer and the water lines the following week.



## SURPLUS PROPERTY FOR SALE

The FPRA issued a Request for Proposal (RFP) for 424 & 426 Douglas Court and 612 N 25th St. City staff evaluated the responses and made their recommendations to the CRA Advisory Committee and the CRA Advisory Committee forwarded their recommendations to the FPRA Board.

- The FPRA Board awarded RFP# 2023-016 for 424 & 426 Douglas Court. They allowed staff to enter negotiations with the highest ranked responder, Eastern Capital Investments LLC. The proposer intends to build a 3-bedroom 2-bathroom home on each lot.
- The FPRA Board awarded RFP# 2023-017 for 612 N 25th Street and allowed staff to enter negotiations with the highest ranked responder, Larry Lee Jr and Family LLC. The proposer intends to build a Public Park that highlights community history and city pioneers.

City staff is currently working with the City Attorney and outside counsel to draft an agreement that will ensure that the projects will be completed as promised in the proposals.



## COMMERCIAL FAÇADE GRANTS

Construction of the deck is well underway for the Commercial Façade project located at 825 N. Indian River Drive, Captain's Galley Restaurant.

The restaurant, a local favorite for over thirty-five years is adding an outdoor seating deck for an additional 40 patrons.



825 N. Indian River Drive

## PAINT PROGRAM

The FPRA Paint Program was established to encourage commercial and residential property owners to improve the exterior of their structures.

The following property owners have taken advantage of the Paint Program and have significantly improved the appearance of the properties giving them a brand-new curb appeal:

### 519 Delaware Avenue - Commercial



Before



After



Before



After

## 306 N 20th Street - Residential



## 911 N. 19th Street - Residential



## ORANGE AVENUE POST OFFICE



The beautification project was initiated to help improve the appearance and aesthetics of the Orange Avenue Post Office. Staff was recently made aware that we will need to cease all efforts due to Postal Service's Policy which prohibits donations that have monetary value.

## FISHERMAN'S WHARF

Pierce 1 Marina submitted a Development and Design Review package on December 29, 2022. The project went before the Technical Review Committee on January 19, 2023. Each department had a number of comments that will need to be addressed by the developer before the project will move forward to the Planning Board for review. As of May 4, 2023, no revisions or updates have been received.

The City is working through the title objections as per the Third Amendment to the Development Agreement and has until September 1, 2023 to cure. With regard to the commitment request from the state to release the reversionary rights, per the Commission's request, the City has initiated communication with the developer to discuss how to move forward. In addition, the City has drafted a termination to the Fisherman's Wharf Bulkhead Boat Ramp and Basin Project Agreement with St. Lucie County; however, is awaiting confirmation on the boat ramp relocation solution by the developer.

## KING'S LANDING

On November 21, 2022 the First Amendment to the Amended and Restated Agreement for the Development King's Landing was executed. The amendment extended certain deadlines related to the development timeline and revised the tax increment revenue share incentives for the hotel parcel. Audubon began the subsurface debris removal process with a contribution from the Fort Pierce Redevelopment Agency. Audubon also met the first milestone for applying for building permits for phase I infrastructure by the August 22, 2022 deadline. As of February 6, 2023, the DPCR is still pending revisions for Engineering, Flood, FPUA and Solid Waste.



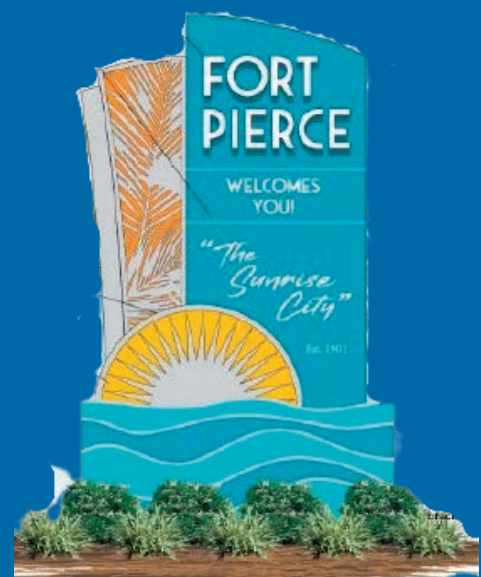
Audubon must meet the following deadlines for Phase I as outlined in the agreement:

- Closing date: April 7, 2022 (date deed recorded in OR Book 4804, Page 2930) - COMPLETE
- Deadline to submit application for building permit: August 22, 2022 – COMPLETE
- Commence construction of Phase 1: September 20, 2023
- Complete construction of Phase 1: February 5, 2026

## WAYFINDING

A comprehensive wayfinding program is considered key to a broad strategy that will accentuate the aesthetic qualities of Fort Pierce to attract visitors, support business owners, develop a sense of community pride, and increase connectivity within the city. The goal of a well-crafted wayfinding and signage program is to orient users and visitors to important landmark experiences, parking, business, recreational opportunities, and other public points of interest such as beaches, parks, museums, historical landmarks, etc. It fosters a brand and thereby communicates a sense of being within a special area. Wayfinding signage systems may be made up of a series of standards, each addressing specific audiences: pedestrians, motorized visitors, and those passing-through. These systems may be designed in a manner where minor customization for localized branding appeals to certain areas like the districts within the Redevelopment Area, such as Downtown, South Beach, Fisherman's Wharf, Lincoln Park, Peacock Arts District, or other districts, while still conforming to a consistent city-wide standard. Presently, there is a variety of competing signage styles throughout the city. The variety of styles reduces the potential for a unified identity in the area. The overall visual quality of the city may be significantly improved by the adoption of a cohesive wayfinding program. A well-planned graphic identity will contribute to creating a cohesive sense of place and improving the use of the various destinations and businesses within the area by both daily users and visitors.

The City of Fort Pierce and Fort Pierce Redevelopment Agency issued a Request for Proposals for the design, permitting, production, and installation of wayfinding, gateway and district brand signs throughout the city on December 28, 2022. 10 proposals were received by the due date of February 21, 2023. Proposals were reviewed by the staff evaluation committee and subsequently the CRA Advisory Committee before making a recommendation to the FPRA Board for award on May 9th.



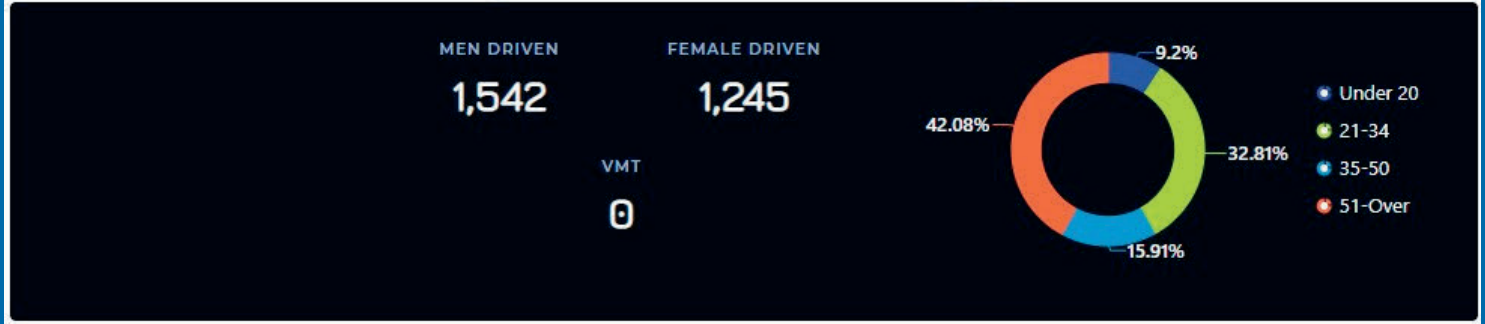
# FREEBEE

Ridership Data from February 2023 to April 2023.



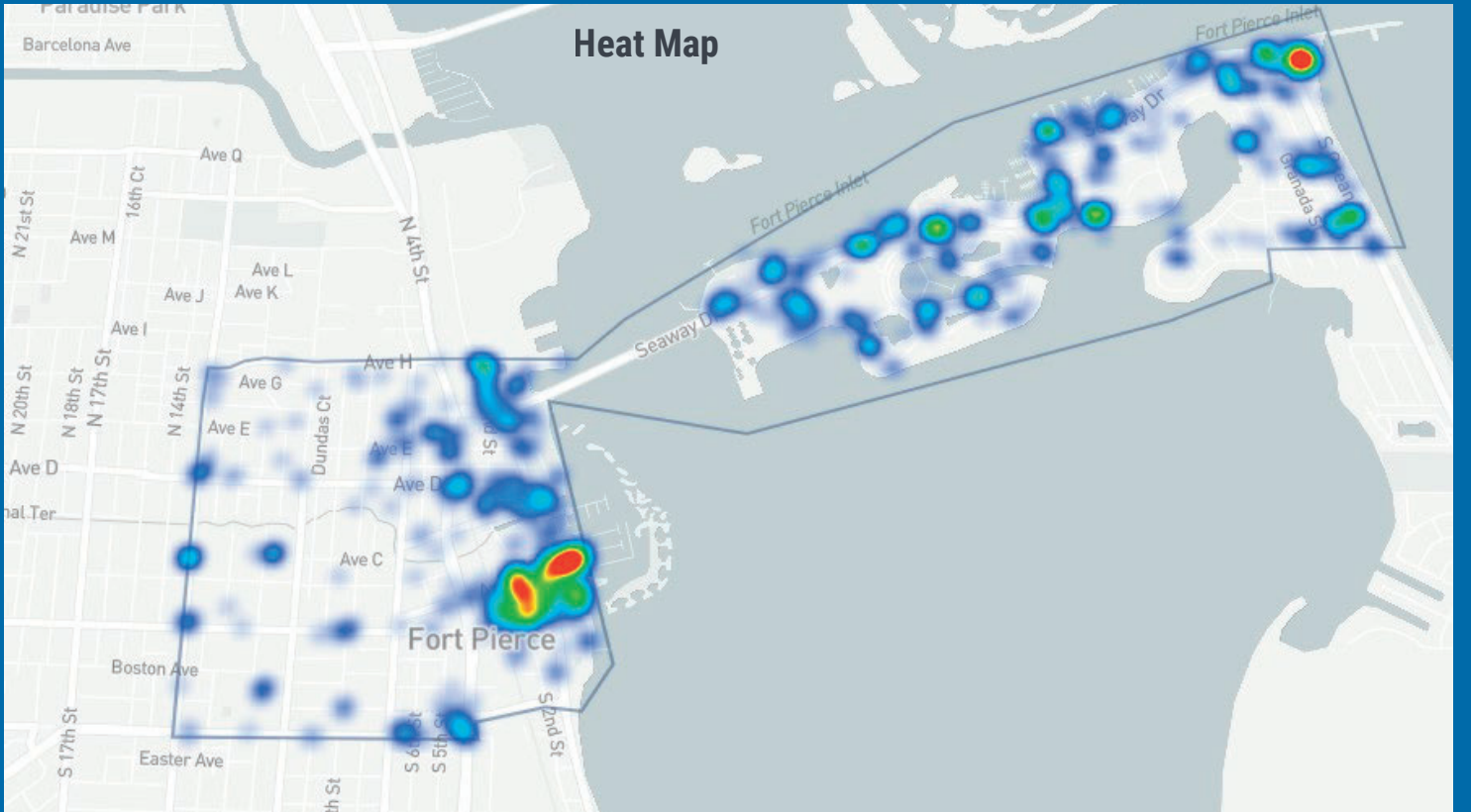
## ZONE SUMMARY

|                                 |                            |                                  |
|---------------------------------|----------------------------|----------------------------------|
| COMPLETED RIDES<br><b>1,476</b> | PASSENGERS<br><b>2,784</b> | AVG DRIVER RATING<br><b>4.91</b> |
|---------------------------------|----------------------------|----------------------------------|

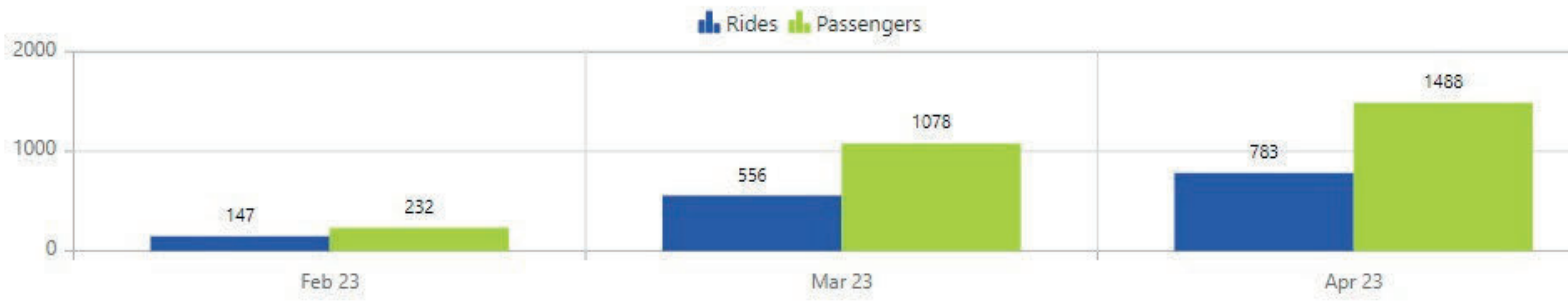


|                        |          |           |           |           |         |
|------------------------|----------|-----------|-----------|-----------|---------|
| RIDES BY WAITING TIMES | 0-10 MIN | 10-15 MIN | 15-20 MIN | 20-30 MIN | 30+ MIN |
|                        | 1048     | 246       | 88        | 79        | 15      |

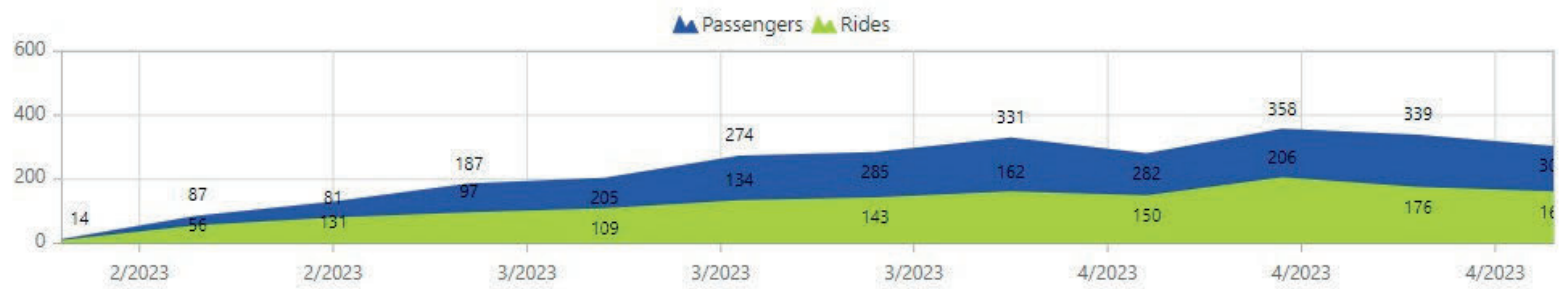
|           |                 |                |              |
|-----------|-----------------|----------------|--------------|
| APP RIDES | FLAG DOWN RIDES | DISPATCH RIDES | UNIQUE RIDES |
| 992       | 484             | 37             | 816          |



Passengers and Rides by Month (YTD)



Passengers and Rides by Week (YTD)



## INFILL LIEN REDUCTION PROGRAM

Established by City Resolution 22-R16 in March 2022, the Infill Lien Reduction Program promotes reinvestment and revitalization of vacant infill property by providing the property owner reasonable relief from liens levied prior to their ownership in exchange for the development of that vacant parcel. To be eligible for the program, the property must be an infill vacant lot within the city limits of Fort Pierce with no active code enforcement or nuisance abatement cases against it. The applicant must also affirm that they were not an owner or affiliated in any way with the property at the time the liens were originally recorded. Via development agreement, the City will waive all soft costs associated with the liens and provide a 50% refund of the hard costs paid. The first two properties to receive approval for the Infill Lien Reduction Program are located within the FPRA Boundaries at 803 Avenue B and 201 N 8th St. Single family homes are being constructed on both parcels and will now be clear of liens.



# SUNRISE THEATRE

The Theatre has hired a new Marketing & Development Director, to help strengthen its marketing strategies, increase its social media and web presence, and widen its membership base. The Sunrise Theatre's goal is to be an iconic beacon that helps lift other businesses up like a rising tide that positively impacts Fort Pierce through arts and entertainment.

The reconnection with the downtown businesses alone has proved the importance of the theatre and how impactful performances are to them on show nights after garnering feedback. The support has been more than encouraging and the focus is to continue to broaden relationships beyond the downtown district.

Find us on 



The Sunrise Theatre continues to bring in a variety of shows from rentals to full on live performances so there is something for everyone.

R.E.S.P.E.C.T. is the ultimate tribute to the legendary Queen of Soul, Aretha Franklin. The elevated concert experience brought a community together with timeless music that speaks to the complicated human condition, honoring the impassioned and transcendent music of one of America's most beloved singer-songwriter.



St. Anastasia's 5th grade class toured the Sunrise Theater with Operations Manager, Jeff Lovett as part of their "Tourist in Your Town" field trip!



The Theatre hosted the Renaissance Charter School who hosted 3 days of the Mary Poppins play. The children rehearsed day in and out and helped build props for the show. Much like the annual Missoula Children's Summer Camp, the theatre offers the big stage to youth of all ages which allows them to explore their talents in acting, singing and dancing.



**The Sunrise Foundation** has undergone restructuring, mapping out a new vision for fundraising which immensely aids in the material needs of the theatre while keeping the emphasis on engaging youth. One of the primary goals of the Sunrise Foundation is to build relationships with children throughout the community, making a lasting impression for a sustainable future for the Sunrise Theatre.

The Sunrise Theatre Foundation raises funds year-round to support the mission. We do this through several ongoing initiatives:

- Pave the Way
- Play it Forward
- Adopt a Bus
- Missoula Children's Theatre
- Happy and Hopeful

The Sunrise Theatre Speakeasy, to be hosted in July of 2023, will not only be a reflection of that continued service but showcase why the historic theatre is vital to the arts and cultures of our community.



**THE SUNRISE THEATRE  
SPEAKEASY**

**CELEBRATING  
100 YEARS  
1923 - 2023** | **SATURDAY  
JULY 29  
7-11 PM**

[www.sunrisetheatre.com](http://www.sunrisetheatre.com)

The Sunrise Theatre will be bringing back the FREE summertime movies starting at the end of June, featuring 4 free flicks that pair with the theatre's Speakeasy theme. This partnership has been made possible by reconnecting with Humana, the sponsor of the summertime movies.

## OFF DUTY DETAIL

Off-Duty officers of the Fort Pierce Police Department have been patrolling the downtown area, via foot patrols, Segway, and bicycles. These Off-Duty detail officers have been able to assist in providing extra security during events and functions held in the downtown area throughout the past month. Officers continued to check in with local businesses to build relationships and assist with any questions or concerns. Officers responded to calls for service to include misdemeanor traffic issues, parking concerns, traffic crashes, unwanted persons, un-permitted events blocking pedestrian traffic and other minor disturbances. Field interviews and trespass warnings have been routinely documented. The officers addressed many “flag downs” pertaining to a wide variety of questions, comments, and directions.

## SCHOOL RESOURCE OFFICER

Officer Goz (C.A Moore) continues to be a major role model and mentor for the student body of C.A. Moore Elementary as a School Safety Patrol Leader. Officer Goz continues to manage “Food Pantry Service” which provides meals for approximately 50 students during off-school days. Lead by Officer Goz and the partnership of local business and Keep Fort Pierce Beautiful Board C. A Moore participated in this year’s Great American Clean up (March 4th, 2023). Chester A. Moore Students and staff cleaned the surrounding area of the school and conducted a beautification project of the school. The project included dead plant removal, planting new plants, and painting a handmade bench placed in front of the school. Due to spring break occurring from March 13th through March 17th Officer Goz was able to team up with Grace Pack and because of this the students received meals for the week that they were not in School. Officer Goz was also invited to be part of a speaking panel (Empowering Families and Children) by the School Principle Dr. Thelma Jackson on Saturday March 25th, where he answered questions regarding school safety and other school related questions. Officer Goz completed a suspicious incident investigation during this month. Chester A Moore staff and Officer Goz participated in the monthly code red/ fire drills as required by Marjory Stoneman Douglas Act.

Officer Mary Stephens (Dan McCarty Middle School) continues to be a positive role model for the student body through her Leadership Mentoring Program. She continues to be the check in person for the previous student mentioned who has recently become homeless. She was able to work with the school to find resources that would help the student and their family. Officer Stephens recently worked with SLCSO to bring in the drug dogs for multiple classroom searches, as there has been increasing issues with students bringing vape pens (including THC vape pens), and THC gummies to school. In total we have had about 9 students go home or to the hospital from vaping and eating gummies. Officer Stephens has also completed 5 threat assessments. They were all found to be transient in nature. Officer Stephens participated in “Science Night” after school with students. Dan McCarty staff and Officer Stephens participated in monthly code red drills as required by Marjory Stoneman Douglas Act.

### **Training attended by SRO’s during this quarter**

Due to the addition of bicycles to the unit both SRO’s attended a 4-day (March 27th to 30th ,2023) IPMBA Police Cyclists training and certification. Both SRO’s passed both the written and physical portion of there exams.



MENTORING

THE

YOUTH

