

FORT PIERCE REDEVELOPMENT AGENCY

BOARD AGENDA

FPRA Regular Meeting - Tuesday, August 8, 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**

- a. Approval of the Minutes from the July 11, 2023, FPRA Regular Meeting.

5. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**

6. **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.

7. **CONSENT AGENDA**

- a. PULLED AT STAFF'S REQUEST - Approval of Fourth Amendment to Agreement for Purchase and Development of Fisherman's Wharf to extend and toll time periods in the Agreement for 12 months.

- b. Approval of Service Agreement with Don Bell Signs, Inc. for the Comprehensive Wayfinding Signage Program in an amount not to exceed \$499,739.00.

8. **NEW BUSINESS**

- a. Freebee Update
- b. Award RFP 2023-037 for the General Contractor Services for the Old St. Anastasia Exterior Restoration Project and Authorize Staff to Enter into Negotiations with the Highest Ranked Respondent, Innovative Masonry Restoration LLC.
- c. Jetty Area Police Detail
- d. Jetty Area Temporary Parking Lot

9. **STAFF COMMENTS**

- a. FPRA Programs and Activities Summary

10. **BOARD COMMENTS**

11. **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

4. a.

Meeting Date: August 8, 2023

Re: Minutes of July 11, 2023

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the Minutes from the July 11, 2023, FPRA Regular Meeting.

Attachments

2023.07.11 Minutes

MINUTES OF A REGULAR MEETING OF THE FORT PIERCE REDEVELOPMENT AGENCY, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 4:30 P.M. ON TUESDAY, JULY 11, 2023.

1. CALL TO ORDER

Chairperson Linda Hudson called the July 11, 2023, FPRA Regular Meeting to order at 5:05 P.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Chairperson Linda Hudson; Commissioner Arnold Gaines; Commissioner Michael Broderick; Commissioner Jeremiah Johnson; Commissioner Curtis Johnson, Jr.

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
City Attorney Tanya Earley

4. APPROVAL OF MINUTES

- a. Approval of the Minutes from June 13, 2023 FPRA Regular Meeting.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve the minutes from the June 13, 2023 FPRA Regular Meeting.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Michael Broderick, Commissioner Jeremiah Johnson, Commissioner Curtis Johnson, Jr.

Passed

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.

None

6. CONSENT AGENDA

- a. Approval of Security Enhancements, 1234 Avenue D, Securitas Electronic Security, Inc, Uniontown, OH, in the amount of \$86,155.17
- b. Approval of Fire Alarm Installation Proposal, 1234 Avenue D, to Fire Equipment Services, Inc., for the amount of \$27,290.00.
- c. Approval of Fire Suppression System Installation Proposal, 1234 Avenue D, Veteran Fire Services, Inc., for the amount of \$64,310.00

- d. Approval of Amended and Restated Interlocal Agreement for the Downtown Fort Pierce Smart City Initiative.
- e. Approval of Request for Execution of a 2' Utility Easement Deed at The Oaks at Moore's Creek Phase II

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve the Consent Agenda.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Michael Broderick, Commissioner Jeremiah Johnson, Commissioner Curtis Johnson, Jr.

Passed

7. NEW BUSINESS

- a. Review and Accept FY 2024 FPRA Project Based Budget

Economic Development Manager, Shyanne Harnage, presented an overview of FY 2024 FPRA Project Based Budget and responded to questions presented by the Board.

The Board discussed Marina Park.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to accept FY 2024 FPRA Project Based Budget.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Michael Broderick, Commissioner Jeremiah Johnson, Commissioner Curtis Johnson, Jr.

Passed

- b. Small Business Development Action Plan

Redevelopment Specialist, Marsha Commond, presented the Small Business Development Action Plan and responded to questions posed by the Board.

The Board discussed ways to facilitate the Action Plan for small business and expressed their support.

8. STAFF COMMENTS

City Manager, Nick Mimms, referenced the attached Programs & Activities Update Report and respond to questions posed by the Board.

9. BOARD COMMENTS

None.

10. ADJOURNMENT

Chairwoman Hudson adjourned the meeting at 6:09 p.m.

ATTEST:

CITY CLERK

CHAIRPERSON

FPRA Regular Meeting

7. a.

Meeting Date: August 8, 2023

Re: Fisherman's Wharf Agreement

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

SUBJECT:

PULLED AT STAFF’S REQUEST - Approval of Fourth Amendment to Agreement for Purchase and Development of Fisherman's Wharf to extend and toll time periods in the Agreement for 12 months.

SUMMARY:

The City of Fort Pierce and Fort Pierce Redevelopment Agency entered into an Agreement for the Purchase and Development of Fisherman’s Wharf with Pierce 1 Marina, LLC on August 16, 2021. The City and FPRA subsequently executed three amendments to extend the deadline for the City to cure the title and survey objections. The parties now desire to extend and toll time periods in the agreement for 12 months from the effective date of this amendment.

RECOMMENDATION:

Approval

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board

RESPONSIBLE STAFF:

City Attorney's Office
Economic Development Manager

COORDINATED WITH:

City Manager

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

There is no fiscal impact associated with this amendment.

Attachments

Executed Agreement for Purchase and Development of Fisherman's Wharf

Executed First Amendment to Agreement for Purchase and Development of Fisherman's Wharf

Executed Second Amendment to Agreement for Purchase and Development of Fisherman's Wharf

Executed Third Amendment to Agreement for Purchase and Development of Fisherman's Wharf

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

**AGREEMENT FOR PURCHASE AND DEVELOPMENT
OF FISHERMAN'S WHARF**

THIS AGREEMENT (the "**Agreement**") is made and entered into as of this 16th day of August, 2021, by and between PIERCE 1 MARINA, LLC, a Florida limited liability company ("**Pierce**"), whose mailing address is 100 South Second Street, Suite 202, Fort Pierce, Florida 34950, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "**City of Fort Pierce**"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "**FPRA**") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "**City**").

WITNESSETH:

WHEREAS, the City of Fort Pierce and the FPRA are the record owners, as their record interests may appear, of fee simple title to the unimproved real property described on **Exhibit "A"**, attached hereto and made a part hereof (the "**Real Property**"); and

WHEREAS, the City issued a request for proposals ("**RFP**") requesting that qualified developers submit proposals for the development of the Real Property; and

WHEREAS, after evaluating the responses submitted in the competitive procurement process in response to the City's RFP, the City found that Pierce has submitted the most advantageous proposal; and

WHEREAS, Pierce has proposed the development of the Fisherman's Wharf Project, as more generally set forth in the Response to Request for Proposal No. 2020-023, Redevelopment of Fisherman's Wharf, submitted to the City of Fort Pierce on January 25, 2021 (the "**Project**"); and

WHEREAS, the City and Pierce both desire to enter into an agreement, allowing Pierce to proceed with obtaining land development approvals more specifically setting forth the master plan and development standards for the Project, providing for the conveyance of the Real Property to Pierce subject to the terms and conditions hereof, and allowing for the construction of the Project on the Real Property in phases, as more specifically set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits hereunder, and for other good and valuable

considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant and agree as follows:

1. Agreement to Convey and Develop. The City agrees to convey the Real Property to Pierce, and Pierce agrees to develop the Real Property in accordance with the terms and conditions set forth herein. The term "Property" shall include the Real Property described in Exhibit "A", together with all right, title and interest, if any, of the City in and to (i) any improvements to the Real Property, (ii) any condemnation award relating to the Real Property, and (iii) all easements, rights-of-way and appurtenances benefitting or appurtenant to the Real Property.

2. Purchase Price and Method of Payment; Deposits. Subject to offsets, prorations, and adjustments as contemplated herein, Pierce shall pay the City the sum of Five Million and No 00/100 Dollars (\$5,000,000.00) in immediately available funds at closing.

3. Due Diligence Period. Pierce, its agents, employees and contractors shall have one-hundred and twenty (120) days from and after the Effective Date (which period is hereinafter referred to as the "Due Diligence Period") within which to undertake engineering and other tests, borings, studies, investigations and assessments of and concerning the Property, at Pierce's sole cost and expense, as Pierce determines may be necessary or desirable in order to determine and evaluate (i) compliance of the Property with all zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the same, (ii) soil compaction, drainage and other physical characteristics of the Property, (iii) the feasibility of developing the Property for Pierce's intended use, including preparing draft site plans, drainage plans, utility plans and financial feasibility studies, and (iv) any other matters as shall be deemed by Pierce, in Pierce's sole and absolute discretion, to be necessary for Pierce to determine the feasibility of Pierce proceeding with the development of the Property. The City hereby grants to Pierce, its agents, employees, contractors and engineers, a right of entry upon the Property and any part thereof during the Due Diligence Period for the purposes of assisting such inspections and review, including environmental studies, soil compaction studies, soil borings and other physical inspections, and to show the Property to third parties (including, without limitation, architects, attorneys, insurers, financial institutions and other lenders or investors), and the City hereby agrees to cooperate with Pierce's studies and investigations, as reasonably required. Pierce shall be responsible for prompt payment for such inspections and for repair of damage to and restoration of the Property resulting from such studies and inspections. Pierce shall not subject the Property to any liens in connection with such studies and investigations and Pierce shall immediately discharge any liens which may be recorded against the Property resulting from such studies and investigations. Pierce agrees to indemnify and hold harmless the City from all losses, damages, penalties, attorney's fees and costs arising out of property damage, personal injury or wrongful death caused by Pierce, or Pierce's agents or contractors, in connection with any inspections of the Property. No later than five (5) days after the end of the Due Diligence Period, Pierce may, at Pierce's sole discretion and for any reason, terminate this Agreement by giving written notice thereof to the City, in which event this Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated. No later than fifteen (15) days after such termination of this Agreement, Pierce shall deliver to the City

copies of any reports of studies and investigations procured by Pierce relative to the Property during the Due Diligence Period.

4. Copies of Reports. The City agrees to deliver to Pierce, within five (5) days following the Effective Date of this Agreement, copies of (a) any leases, lease amendments, contracts, licenses, governmental or quasi-governmental permits or permit applications, and (b) all reports, studies and investigations (including, without limitation, any environmental, engineering or water quality assessments or reports, title abstracts and policies, permits, surveys and soil tests) relating to the Property.

5. Land Development Approvals and Certain Conditions to Closing.

a. Approval Period. If Pierce has not terminated this Agreement in connection with the closure of the Due Diligence Period as contemplated hereinabove, then for two hundred and seventy (270) days after the expiration of the Due Diligence Period, Pierce (and, to a certain extent as provided herein below, the City) shall work diligently to secure all approvals necessary in Pierce's sole but reasonable discretion to permit the development of the Project. Such period shall be hereinafter referred to as the "**Development Approval Period**" and such approvals shall be hereinafter referred to as the "**Development Approvals**". The Development Approvals must be secured and found to be satisfactory to Pierce (in its sole but reasonable discretion) and will include, without limitation: (i) necessary zoning for the Project; (ii) necessary site plan and/or preliminary plat approval for the Project; (iii) necessary permits from all applicable governmental authorities and governmental permitting agencies; (iv) any required concurrency approvals; (v) sewer and water approval, including all water, sewer, and/or utility capacity, connection rights, rights issued, tap rights, and all drainage rights and allocations; (vi) necessary agreements with applicable governmental authorities regarding school capacity, utilities, and roadway improvements necessary for the Project; (vii) all necessary and final, non-appealable site plan approvals issued by local, county, state and/or federal governmental or quasi-governmental authorities required to proceed with the uninterrupted construction of the Project including, without limitation from the Florida Department of Environmental Protection (and its local counterparts), Florida Fish and Wildlife Conservation Commission, the US Army Corps of Engineers, the South Florida Water Management District; and (viii) any required permits regarding listed species located on the Property, and (ix) all other necessary approvals from all applicable governmental authorities required to allow construction of the Project.

b. City Obligations. In furtherance of securing all necessary Development Approvals, the City at its sole cost and expense (except as otherwise expressly provided below), shall undertake the following work. The following shall be, and are hereby deemed, conditions to Closing (such conditions together with the other preconditions to Closing contemplated herein shall be collectively referred to as the "**Conditions to Closing**"):

i. The City will give its best efforts to support amending the Comprehensive Plan of the City of Fort Pierce to change the future land use designation of the Property to a land use designation appropriate for the development of the Project and mutually acceptable to the City and Pierce. The City shall be responsible for completing and filing any

required applications and paying any filing fees associated with processing the approval of the foregoing future land use amendment, both at the City level and at the State level. The foregoing change in the Property's future land use designation shall be a Condition to Closing, which if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 5.d below.

ii. The City shall give its best efforts to support changing the zoning of the Property to an appropriate zoning category which is mutually satisfactory to the City and Pierce, and such zoning category shall allow the height required for the Project. The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing zoning change. The foregoing change of the Property's zoning shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 5.d below.

iii. City shall give its best efforts to support entering into an interlocal agreement with the County to improve adjacent County properties for parking for the Project. Pierce will pay for the cost of the improvements including paying any local match due under any grant funding. Entering into the foregoing interlocal agreement shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 5.d below.

c. Pierce Obligations. In furtherance of securing all necessary Development Approvals, Pierce at its sole cost and expense (except as otherwise expressly provided below), shall undertake the following work. The following shall be, and are hereby deemed, additional Conditions to Closing:

i. Pierce will provide necessary documentation to the City to apply for and obtain approval of a site plan and phasing plan for the Project in substantial conformity with the RFP, and the City will cooperate in filing the application as the Property owner. No application fee shall be due and payable for submittal of the foregoing site plan application. Pierce shall proceed diligently through the site plan approval process, until a final site plan and phasing plan for the Project is approved by the City.

ii. Pierce will obtain approval from the County and/or City, as needed for the relocation of the existing boat ramp (the "Boat Ramp") from the Property to a location outside of the Property. If Pierce does not terminate this Agreement as set forth in Paragraph 5.d below, then Pierce will be responsible for the entire cost to relocate the Boat Ramp and to repay the amount due to the Florida Inland Navigational District ("FIND") with respect to the grant for the existing Boat Ramp.

iii. Pierce will enter into an agreement with the City for the construction of any improvements required to Fisherman's Wharf (the street), with the understanding that the City will seek to obtain any available grant funding for such improvements. Pierce will be responsible for the cost of such improvements, including paying any local match due under any grant funding.

iv. Pierce will obtain all approvals required from the Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, or any other Development Approvals required in order to allow Pierce 1 to construct and operate the Project. The City, as the property owner, will cooperate with Pierce in the filing and processing of any applications, at Pierce's cost.

d. Right to Terminate. In the event that all of the foregoing Conditions to Closing have not been completed within the Development Approval Period, to the reasonable satisfaction of Pierce, then Pierce shall have the option of (i) terminating this Agreement by giving written notice thereof to the City no later than three (3) days after the end of the Development Approval Period, whereupon this Contract will be null and void or (ii) if Pierce does not give the foregoing notice to the City, then Pierce shall be deemed to have waived this contingency and shall proceed to close on the Property as set forth herein. Concurrent but not coterminous in time with the foregoing right to terminate, Pierce shall have a separate and unrelated right to terminate this Agreement by giving written notice thereof to the City no later than two-hundred and forty (240) days after the Effective Date of this Agreement, if Pierce determines, in Pierce's sole discretion, that it will be cost-prohibitive for the Project to relocate the Boat Ramp to a location outside of the Property, and to repay the amount due to FIND with respect to the grant for the existing Boat Ramp.

e. Right to Extend. As an alternative, provided that Pierce is making commercially reasonable efforts to satisfy the Conditions to Closing set forth in Paragraph 5.c above, then Pierce may extend the Development Approvals Period by no more than two (2) sixty (60) day periods, which may be exercised independently and consecutively (and, if timely made, shall extend the Development Approvals Period by a total of 120 days). Such election will be made by Pierce through written notice to the City delivered prior to 11:59 PM EST on the then last day of the Development Approvals Period.

Notwithstanding any of Pierce's elections as stated above, the City shall also have the corresponding right to extend the Development Approval Period for one (1) sixty (60) day period. The City may exercise such right at any point at which the Development Approval Period is set to expire and Pierce has either not yet exercised its right to extend the Development Approval Period or Pierce has already expended its options to extend such period and has none further. The City, to exercise such right, shall provide written notice to Pierce delivered prior to 11:59 PM EST on the last day of the Development Approval Period. Any such timely election by the City shall supersede any election by Pierce to terminate this Agreement. Any such timely election by the City shall also supersede any election by Pierce to extend the Development Approval Period, and Pierce shall be deemed to still have such right as if Pierce had not so elected. Upon such election by the City, Pierce and the City shall continue with reasonable diligence to satisfy the yet to be completed Conditions to Closing as otherwise contemplated herein. At the end of such extension period, if Pierce has not yet exercised all of its rights of extension as contemplated hereinabove, Pierce may elect to do so by timely delivering written notice of such election to the City prior to 11:59 PM EST on the then last day of the Development Approval Period. If no further rights of extension exist, then Pierce shall have the option of (i) terminating this Agreement by giving written notice thereof to the City no later than three (3) days after the end of the Development Approval Period, whereupon this Contract will

be null and void or (ii) if Pierce does not give the foregoing notice to the City, then Pierce shall be deemed to have waived this contingency and shall proceed to close on the Property, as set forth herein.

Notwithstanding any term or provision to the contrary herein, with specific respect to any permits from the Army Corps of Engineers ("ACOE"), if all other Conditions to Closing have been satisfied, or waived by Pierce in writing, prior to the expiration of the Development Approval Period, the Development Approval Period shall automatically extend for the additional period necessary for ACOE to issue its permits, not to exceed an additional one hundred eighty (180) days after the date that would otherwise have been the expiration of the Development Approval Period (as extended by either party as provided hereinabove).

6. Evidence of Title. Within forty-five (45) days after the Effective Date, Pierce shall obtain, at Pierce's expense, a Title Insurance Commitment (the "**Commitment**") for an Owner's Title Insurance Policy (the "**Policy**") issued by a Florida licensed title insurer (the "**Title Company**") evidencing that the City is vested with fee simple title to all of the Real Property, free and clear of all liens, encumbrances, exceptions or qualifications whatsoever save and except for: (a) "Permitted Exceptions" as defined hereinbelow; and (b) those exceptions to title which are to be discharged by the City at or before the Closing. The Commitment shall also evidence that upon the execution, delivery and recordation of the Deed to be delivered pursuant to the provisions of this Agreement and the satisfaction of all requirements specified in Schedule B, Section 1 of the Commitment, Pierce shall acquire fee simple title to the Real Property, subject only to the Permitted Exceptions.

Pierce shall have a period of thirty (30) days after receipt of the Commitment within which to cause the same to be examined and to notify the City in writing of any objections that would render title to the Real Property unmarketable or would prevent development of the Project on the Real Property; provided, however, that in the event of any such notice by Pierce, Pierce shall provide the City with a copy of the Commitment together with Pierce's written objections. The City, upon written notification thereof, shall use reasonable diligence to remove, discharge or correct such objections, and shall have a period of sixty (60) days after receipt of notice in which to do so. If the City shall be unable to remove or discharge such objections within the foregoing sixty (60) day period, then Pierce may, within ten (10) days from the expiration of the sixty (60) day period, give notice to the City to either (a) terminate this Agreement, (b) grant the City additional time to cure such title objection, not to exceed an additional ninety (90) days or (c) agree to accept a conveyance of title at Closing in its then existing condition. If Pierce shall elect to terminate this Agreement, then neither the City nor Pierce shall have any further rights or obligations hereunder. Any items shown in the Commitment which Pierce does not timely object to, or which Pierce agrees to accept, in accordance with this paragraph, shall be deemed to be "**Permitted Exceptions.**" The foregoing notwithstanding, if title defects are in the nature of liens or encumbrances arising by, through or under the City which can be discharged by the payment of money and are liquidated in amount (i.e., not contingent or unliquidated), then Pierce shall have the option to pay and discharge the same at or prior to Closing, in which event, a credit for the cost thereof shall be given to Pierce as part of the adjustments and prorations at the Closing.

Pierce may, prior to the date of Closing, obtain an update of the Commitment, and may reexamine title to the Real Property and deliver to the City written objection to any matter revealed by such title reexamination (“**Subsequent Title Defect**”) other than the Permitted Exceptions. In the event that Pierce gives the City written objection to a Subsequent Title Defect, then the provisions set forth in the foregoing paragraph shall apply from and after the date of Pierce’s notice thereof to City.

7. Survey. Within ninety (90) days after the Effective Date, Pierce may, at Pierce’s sole cost and expense, have the Property surveyed by a registered Florida surveyor (the “**Survey**”). Pierce shall have a period of twenty (20) days after receipt of the Survey within which to cause the same to be examined and to notify the City in writing of any encroachment or any matter which would prevent development of the Project on the Property; provided, however, that in the event of any such notice by Pierce, Pierce shall provide the City with a copy of the Survey together with Pierce’s written objections. The Survey objections shall be treated in the same manner as title objections are treated as stated hereinabove. Pierce’s failure to have the Property timely surveyed in accordance with this paragraph or deliver timely notice of survey objections shall be deemed a waiver of Pierce’s rights to object to survey defects as provided in this paragraph.

8. Closing and Conveyance of Property. At Closing (as defined below), the City of Fort Pierce shall first convey its interest in the Property to FPRA, and then FPRA shall convey all of the Property to Pierce. The closing for the conveyance of the Property from FPRA to Pierce (the “**Closing**”) shall be at a date, time and place mutually agreed to by the City and Pierce, but within the municipal limits of the City of Fort Pierce, no earlier than thirty (30) days after the Conditions to Closing have all been satisfied and no later than sixty (60) days after the Conditions to Closing have all been satisfied. At the time of the Closing hereunder, FPRA shall convey fee simple title to the Property to Pierce by Special Warranty Deed, in the form attached hereto as Exhibit “B” (the “**Deed**”). The conveyance of the Property shall be free and clear of all liens, encumbrances, exceptions or qualifications whatsoever, save and except only the following:

- a. Ad valorem real property taxes and assessments for the year of closing and subsequent years.
- b. Local zoning ordinances and regulations.
- c. Permitted Exceptions, as defined in Paragraph 6 above.
- d. The Reverter, as defined in Paragraph 11.a below and as set forth in the Deed.

9. Closing Costs. Pierce shall pay for the cost of: (a) all documentary stamp taxes required to be paid with respect to the Deed and other instruments of conveyance, (b) the Title Policy, (c) all recording fees with respect to those closing documents which are to be recorded (not including, however, the cost of curative title instruments which are to be paid exclusively by the City), (d) any closing costs associated with third party financing, and (e) the

Survey. The City shall pay all costs to obtain and record any documents required to cure any title defects or survey defects objected to by Pierce as provided hereinabove. Any real property taxes and assessments shall be prorated as of the date of the Closing.

10. Development Timeline. The Project shall be constructed in phases in accordance with a site plan and phasing plan for the Project, submitted to the City, and subject to review and approval by the City, as a part of the Development Approvals (collectively, the “**Site Plan**”). As a part of the first phase of construction, Pierce shall construct the boat storage building, repair the sea wall, and construct parking and other related infrastructure, as more specifically set forth in the Site Plan. Pierce shall commence construction of the first phase, within six (6) months after the Closing. For the purpose of determining the Development Timeline set forth in this Paragraph 10, the terms "Commence Construction" or “Commencing Construction” shall mean beginning substantial physical site work, such as clearing, excavating or grading the Property in preparation for pouring foundations and/or installing utilities, or the installation of best management practices such as silt fences and turbidity barriers.

As a part of the second phase of construction, Pierce shall construct the restaurant, residential, and retail space and related infrastructure, as more specifically set forth in the Site Plan. The construction of the second phase must be commenced by Pierce within nine (9) months after the completion (as evidenced by the issuance of a certificate of completion or certificate of occupancy (or its equivalent)) of the aforementioned boat storage building contemplated in the first phase of construction.

11. Default.

a. Possibility of Reverter. When the Property is conveyed by the City to Pierce at Closing, the Deed will contain language stating that the City will retain a “possibility of reverter”, giving the City the right to re-enter and retake the property if Pierce defaults on its obligations set forth in this Agreement (the “**Reverter**”). In the event that the City exercises the Reverter, upon reconveyance of the Property to the City, the City shall refund the Purchase Price to Pierce, less any transaction costs paid by the City with respect to the reconveyance.

b. Release of Reverter for Construction Loan. The construction loan for each of the phases of development of the Project will be secured by a mortgage on all or a portion of the Property. Prior to the closing of the construction loan for each phase, the City will (a) review the loan documents to confirm to the City’s reasonable satisfaction that the loan is for the construction of one or more phases of the Project in accordance with the approved Site Plan, (b) confirm issuance of the required performance bond as described hereinbelow, and (c) sign an instrument releasing from the encumbrance of the Reverter, all or the relevant portion of the Property which will be encumbered by the mortgage securing the construction loan for that particular phase, and such instrument will be recorded in the public record at the time of the closing of the construction loan, so that the construction lender will acquire a construction mortgage securing the construction loan free and clear of the City’s Reverter.

c. Performance Bond. Pierce shall obtain a performance bond for the construction of the each phase of the Project that equals or exceeds the estimated cost of the

construction of such phase. Each bond shall be in substantially the form attached hereto as Exhibit "C", unless Pierce and the City mutually agree to a different form. Each bond may be released at the time that a certificate of occupancy or certificate of completion is issued for the bonded construction project.

d. Default by Pierce. In the event of a default or breach of this Agreement by Pierce, the City may proceed at law or in equity to enforce its rights under this Agreement against Pierce, including but not limited to the right of specific performance. In addition, the City may exercise its rights pursuant to the Reverter, as defined above.

e. Default by City. In the event of a default or breach of this Agreement by the City, Pierce may proceed at law or in equity to enforce its rights under this Agreement against the City, including, but not limited to, the right of specific performance.

f. Right to Cure. The foregoing provisions of this Paragraph notwithstanding, neither the City nor Pierce shall be deemed to be in default and/or breach under this Agreement, unless (i) the party alleging such default and/or breach shall have provided written notice of the alleged default and/or breach to the other party, (ii) the alleged defaulting and/or breaching party shall have failed within a period of thirty (30) days after receipt of such notice to cure said default and/or breach and (c) the alleging party is in compliance with the provisions of this Agreement.

12. Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the City and its successors and assigns, and Pierce and its successors and assigns. No assignment of this Agreement by Pierce shall be effective unless and until such assignment shall be approved by the City in writing. The foregoing notwithstanding, Pierce may collaterally assign its rights under this Agreement to any lender providing financing for the development of the Project, and the City shall execute any acknowledgement of such collateral assignment as may be reasonably required by such lender, in a form reasonably acceptable to the City.

13. Tax Increment Financing. The FPRA collects certain tax increment revenue ("**TIR**") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Pierce shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect the Property, FPRA shall rebate to Pierce fifty percent (50%) of all TIR received by FPRA with respect to the Property each year until a total of One Million Dollars (\$1,000,000.00) has been reimbursed to Pierce. Such rebate payments shall be delivered to Pierce no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable tax increment revenue for the Property. Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Pierce, and by any successor developer acquiring Pierce's rights and obligations under this Agreement, provided that Pierce assigns its right to receive TIR rebate payments to such successor developer pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie

County. In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to the Florida condominium statutes, Pierce, or a successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Pierce, or such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer having been assigned such right to receive TIR rebate payments as set forth above.

14. Impact Fees. The City shall waive all City impact fees relating to the development of the Project on the Property. In addition, the City shall support Pierce's efforts to have St. Lucie County waive or reduce their impact fees relating to the same.

15. Easement for Public Access. Pierce shall grant an easement giving public access through the Project to the waterfront, and along the Project's boardwalks, boat slips and marina basin. The location of such easement shall be set forth in the Site Plan and subject to review and approval by the City pursuant to the City's site plan review and approval process.

16. Force Majeure. Neither Pierce nor the City shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by a Force Majeure Event (defined below) that arises after the Effective Date. Deadlines set forth in this Agreement, including the deadlines set forth in Paragraph 10 above, shall be extended by a period of time equal to the period of interruption caused by the Force Majeure Event as provided herein. As used herein, a "**Force Majeure Event**" shall mean a governmental moratorium, pandemic, unavailability of utilities (e.g. power or water), fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding through no fault of the affected party. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for the delay in performance that is an actual and direct result of such Force Majeure Event. The party prevented from carrying out its obligations hereunder shall give notice to the other party of a Force Majeure Event as soon as practicable but in no event shall such notice exceed fifteen (15) business days after the Force Majeure Event for which such claim is being made (absent a catastrophic Force Majeure Event affecting both parties to this Agreement).

17. Covenants Running With the Land. The rights, agreements, duties and obligations set forth in this Agreement shall run with the Property and shall be binding upon and benefit the parties hereto as herein specified and their successors, assigns, legal representatives and successors-in-title. Any transferee of any portion of the Property shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property. The foregoing notwithstanding, in the event that a part of the Property is subdivided pursuant to a subdivision plat or divided into condominium units pursuant to the condominium statutes, in order to create residential units, the purchasers of such residential units shall have no duties or obligations under this Agreement. This Agreement will be recorded in the public records of St. Lucie County.

18. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

19. Notices. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid, return receipt requested or by overnight courier service (e.g FedEx, UPS) to the party to be notified at the addresses set forth hereinbelow or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein:

To Pierce:

Pierce Development, Inc.
3093 County Road 46
Fort Edward, NY 12828
Attn: Christopher Shelli

With a copy to:

Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Ft. Pierce, FL 34947
Attention: W. Lee Dobbins, Esq.

To City of Fort Pierce:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Manager

With a copy to:

Fort Pierce Redevelopment Agency
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: Fort Pierce Redevelopment Agency Director

Any notice shall be deemed received on the date of actual receipt or refusal. Changes of address shall be effective when provided in writing to the other party in the manner described herein.

20. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind, and the benefits and advantages shall inure to and be enforceable by, Pierce and the City as well as their respective successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Venue for any claim arising from this Agreement shall lie in the courts of St. Lucie County, Florida.

21. Survival of Obligations. This Agreement shall survive said Closing and shall not merge with the delivery of the Deed and other closing documents.

22. Integrated Agreement, Waiver and Modifications. This Agreement represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, representations, covenants, or memoranda, whether written or oral, made by any party hereto. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties hereto.

23. Interpretation. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement, and that each party has been advised by counsel of its choosing with respect hereto. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The terms of this Agreement shall be interpreted in a reasonable manner in order to effect the intent of the parties as set forth herein.

24. Computation of Time. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. Time shall be of the essence as to all dates and times of performance under this Agreement.

25. Counterparts. This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

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

WITNESSES:

“Pierce”

PIERCE 1 MARINA, LLC., a
Florida limited liability company

Alicia Cruz Rosselle
Print Name: ALICIA CRUZ-ROSSELLE

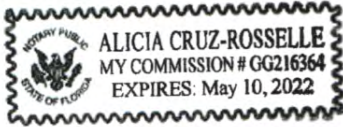
By: C. M. Shelli
Christopher Shelli
Manager

W. Lee Dobbins
Print Name: W. Lee Dobbins

STATE OF FLORIDA
COUNTY OF ST. LUCIE


The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11 day of AUGUST, 2021, by Christopher Shelli as Manager of PIERCE 1 MARINA, LLC, a Florida limited liability company. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

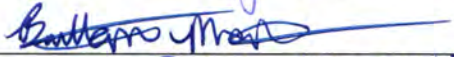
Alicia Cruz Rosselle
Notary Public, State of Florida
Print Name: ALICIA CRUZ-ROSSELLE
Commission #: GG 216364
My Commission Expires: 5/10/2022



SIGNATURES CONTINUE ON FOLLOWING PAGES

WITNESSES:

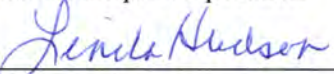


 Print Name: Latoya Ransom


 Print Name: Brittany Meredith


“City of Fort Pierce”:

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: 

 Linda Hudson, Mayor

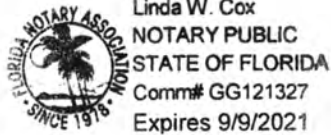
APPROVED AS TO FORM AND CORRECTNESS:

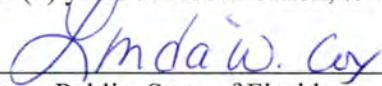
By: 

 Tanya Earley, Interim City Attorney

STATE OF FLORIDA
 COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of August, 2021, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:





 Notary Public, State of Florida
 Print Name: _____
 Commission #: _____
 My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

“FPRA”

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

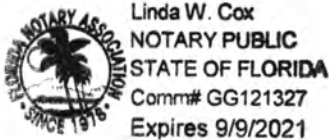
Linda W. Cox
Print Name: Linda Cox

By: Linda Hudson
Print Name: Linda Hudson
Title: Chair

Brittany Meredith
Print Name: Brittany Meredith

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of August, 2021, by Linda Hudson as Chair of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:



Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "A"
PAGE 1 OF 4
Fisherman's Wharf



July 20, 2021

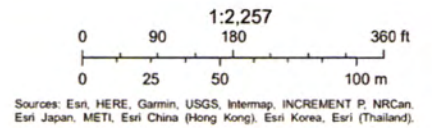


EXHIBIT "A"

PAGE 2 OF 4

**ONLY THE PORTION OF THIS TAX PARCEL LYING NORTH OF SEAWAY DRIVE
IS SUBJECT TO THIS AGREEMENT**

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Property Identification

Site Address: 600 N INDIAN RIVER DR
Sec/Town/Range: 10/35S/40E
Parcel ID: 2403-801-0026-000-0
Jurisdiction: Fort Pierce

Use Type: 8600
Account #: 16214
Map ID: 24/10N
Zoning: General &

Ownership

Ft Pierce City Of
PO Box 1480
Fort Pierce, FL 34954

Legal Description

INDIAN RIVER MEMORIAL PARK THAT PART DESIGNATED ON PLAT AS PROPOSED CITY PARK-LESS SR A1A AND LESS PUMP STATION NO 1 LOCATED IN SE COR OF SD PARK AND LESS TO FT PIERCE YACHT CLUB INC- (MAP 24/10A) (OR 261-614)

Current Values

Just/Market Value: \$11,898,600
Assessed Value: \$11,898,600
Exemptions: \$11,898,600
Taxable Value: \$0



Total Areas

Finished/Under Air (SF): 18,191
Gross Sketched Area (SF): 31,105
Land Size (acres): 13.49
Land Size (SF): 587,511

Property taxes are subject to change upon change of ownership.

- Past taxes are not a reliable projection of future taxes.
- The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

Taxes for this parcel: [SLC Tax Collector's Office](#)

Download TRIM for this parcel: [Download PDF](#)

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Property Identification

Site Address: 125 FISHERMANS WHARF
Sec/Town/Range: 03/35S/40E
Parcel ID: 2403-432-0002-000-4
Jurisdiction: Fort Pierce

Use Type: 8900
Account #: 15868
Map ID: 24/03S
Zoning: Marine Com

Ownership

Fort Pierce Redevelopment Agency
PO Box 1480
Fort Pierce, FL 34954

Legal Description

3 35 40 FROM A CONC MONU AT SE COR OF N 2 ST AND FISHERMAN'S WHARF RUN S 88 DEG 45.5 MIN E ALG S R/W FISHERMAN'S WHARF 528.45 FT TO POB, TH CONT E ALG FISHERMAN'S WHARF DR 151.52FT, THS 01 DEG 15 MIN 12 SEC W 118.23 FT, TH S 89 DEG 18 MIN 28 SEC E 48.97 FT TO NE COR OF TRACT 'A' OF IND RIV MEMORIAL PARK, TH S 26DEG 20 MIN 26 SEC W ALG E LI OF SD TRACT 'A' 60.17 FT, TH S 18 DEG 32 MIN 31 SEC E 95.94 FT TO SE COR OF SD TRACT 'A', TH S 72 DEG 31 MIN 30 SEC W ALG S LI SD TRACT A 109.19 FT, TH N 18 DEG 5.5 MIN W 314.09 FT TO POB (0.81AC) (OR 2821-1379)



Current Values

Just/Market Value: \$593,200
Assessed Value: \$593,200
Exemptions: \$593,200
Taxable Value: \$0

Total Areas

Finished/Under Air (SF): 6,206
Gross Sketched Area (SF): 6,206
Land Size (acres): 0.81
Land Size (SF): 35,283

Property taxes are subject to change upon change of ownership.

- Past taxes are not a reliable projection of future taxes.
- The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

Taxes for this parcel: [SLC Tax Collector's Office](#)

Download TRIM for this parcel: [Download PDF](#)

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EXHIBIT "A"
PAGE 4 OF 4

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Property Identification

Site Address: 201 FISHERMANS WHARF
Sec/Town/Range: 03/35S/40E
Parcel ID: 2403-432-0003-000-1
Jurisdiction: Fort Pierce

Use Type: 8900
Account #: 15869
Map ID: 24/03S
Zoning: Marine Com

Ownership

Fort Pierce Redevelopment Agency
PO Box 1480
Fort Pierce, FL 34954

Legal Description

3 35 40 FROM CONC MON AT SE COR OF N 2 ST AND FISHERMAN'S WHARF RUN S 88 DEG 45.5 MIN E ALG S R/W FISHERMAN'S WHARF 679.97FT TO POB, TH CONT ELY ON S R/W FISHERMAN'S WHARF 333.43 FT TO PT, TH S 01 DEG 14 MIN 30 SEC W 106.97 FT, TH S 89 DEG 18 MIN 28 SEC W 333.64 FT, TH N 01 DEG 15 MIN 12 SEC E 118.23 FT TO POB (0.86 AC) (OR 2821-1379)

Current Values

Just/Market Value: \$521,800
Assessed Value: \$521,800
Exemptions: \$521,800
Taxable Value: \$0

Property taxes are subject to change upon change of ownership.

- Past taxes are not a reliable projection of future taxes.
- The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.

Taxes for this parcel: [SLC Tax Collector's Office](#)
Download TRIM for this parcel: [Download PDF](#)



Total Areas

Finished/Under Air (SF): 0
Gross Sketched Area (SF): 0
Land Size (acres): 0.86
Land Size (SF): 37,556

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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EXHIBIT "B"

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

For Official Use Only
Tax Parcel Identification No.: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ____ day of _____, 20____, by the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("**Grantor**"), to PIERCE 1 MARINA, LLC, a Florida limited liability company, whose address is 100 South Second Street, Suite 202, Fort Pierce, Florida 34950 ("**Grantee**").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain parcel of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in **Exhibit "A"**, attached hereto and made a part hereof.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise. This conveyance is subject to taxes accruing subsequent to December 31, 20____, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

PROVIDED THAT in the event that Grantee defaults on its obligations set forth in that certain Agreement for Purchase and Development of Fisherman's Wharf, by and between the City of Fort Pierce, the Fort Pierce Redevelopment Agency and Grantee, dated _____, 202__, and recorded in Official Records Book _____, Page _____, of the Public Records of St. Lucie County, Florida, then Grantor shall have the right to re-enter and retake possession of the Land, and fee simple title to such Land shall revert to the Grantor, in accordance with the terms of the foregoing agreement.

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FORT PIERCE REDEVELOPMENT
AGENCY, a community redevelopment
agency established pursuant to Florida
Statutes Chapter 163

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20____, by _____ as _____ of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "C"
Performance Bond Form

BOND NUMBER _____



AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount:

Description: *(Name and Location)*

BOND

Date:

Amount:

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

X: _____
Name and Title:

X: _____
Name and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or Other Party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract;

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refused or failed to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims or damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

SAMPLE

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

X: _____
Name and Title:

X: _____
Name and Title:

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

FIRST AMENDMENT TO
AGREEMENT FOR PURCHASE AND DEVELOPMENT
OF FISHERMAN'S WHARF

THIS FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND DEVELOPMENT OF FISHERMAN'S WHARF (this "**Amendment**") is made and entered into as of this 21st day of March, 2022 (the "**Effective Date**"), by and between PIERCE 1 MARINA, LLC, a Florida limited liability company ("**Pierce**"), whose mailing address is 100 South Second Street, Suite 202, Fort Pierce, Florida 34950, the CITY OF FORT PIERCE, a Florida municipal corporation (the "**City of Fort Pierce**"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "**FPRA**") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "**City**").

WITNESSETH:

WHEREAS, Pierce, the City of Fort Pierce and FPRA entered into that certain Agreement for Purchase and Development of Fisherman's Wharf, recorded on August 25, 2021, in Official Records Book 4673, Page 765, of the Public Records of St. Lucie County, Florida (the "**Agreement**"); and

WHEREAS, Pierce delivered a letter to the City dated October 28, 2021, objecting to certain title defects, as more specifically set forth therein (the "Title Objections"); and

WHEREAS, pursuant to the Agreement, the City had 60 days from receipt of the notice letter to cure the Title Objections, but Pierce delivered a letter to the City dated December 29, 2021, granting the City an additional 90 days to cure the Title Objections. The forgoing 90 day period to cure the Title Objections will expire on March 28, 2022; and

WHEREAS, Pierce delivered a letter to the City dated December 2, 2021, objecting to certain survey defects, as more specifically set forth therein (the "Survey Objections"); and

WHEREAS, pursuant to the Agreement, the City had 60 days from receipt of the notice letter to cure the Survey Objections, but Pierce delivered a letter to the City dated February 1, 2022, granting the City an additional 90 days to cure the Survey Objections. The foregoing 90 day period to cure the Survey Objections will expire on May 1, 2022; and

WHEREAS, the Agreement does not allow the time period for curing the Title Objections or the Survey Objections to be extended more than 90 days; and

WHEREAS, the parties to the Agreement agree that more time is needed to cure the Title Objections and Survey Objections, and therefore desire to amend the Agreement to further extend the deadline to cure such objections.

NOW, THEREFORE, the undersigned parties to the Agreement do hereby amend the Agreement as set forth herein.

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Amendment as if fully set forth herein verbatim.

2. Amendment with Respect to Title and Survey Objections. Notwithstanding any conflicting language set forth in the Agreement, the parties hereto agree that the City shall have until September 1, 2022 to cure the Title Objections and Survey Objections to the reasonable satisfaction of Pierce. If the removal, discharge or cure of the Title Objection relating to the Fisherman's Wharf Bulkhead Boat Ramp and Basin (Phase 1) Project Agreement recorded in Official Records Book 4131, Page 2060 (the "Boat Ramp Agreement") requires any payment or contribution of land by Pierce, for the removal of the Boat Ramp Agreement as an encumbrance of the title to the Property or for the relocation of the boat ramp located thereon, then the value of such payment or contribution shall be subject to written approval by Pierce. In the event that such Title Objections and Survey Objections are not all removed, discharged and/or cured on or before September 1, 2022 to the reasonable satisfaction of Pierce, including without limitation the removal of the encumbrance of the Boat Ramp Agreement, then Pierce shall have the right to terminate this Agreement by delivering written notice thereof to the City, no later than ten (10) days after such date.

3. No Further Amendments to Agreement. Except as specifically modified and amended hereby, the Agreement shall remain in full force and effect.

4. Counterparts. This Amendment may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Amendment, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

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

[SIGNATURES ON FOLLOWING PAGES]

WITNESSES:

“Pierce”

PIERCE 1 MARINA, LLC, a Florida limited liability company

Cameron Smith
Print Name: Cameron Smith

By: C.M. Shell
Print Name: Christopher Shell
Title: Manager

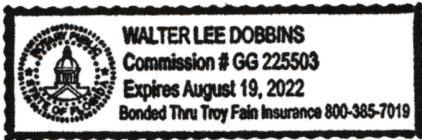
W. Lee Dobbins
Print Name: W. Lee Dobbins

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28th day of February, 2022, by Christopher Shell as Manager of PIERCE 1 MARINA, LLC, a Florida limited liability company. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:


W. Lee Dobbins
Notary Public, State of Florida
Print Name: W. Lee Dobbins
Commission #: GG 225503
My Commission Expires: 8/19/2022

[Affix Notary Seal]

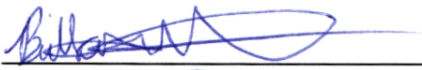


[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:



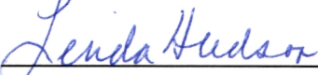
Print Name: Latoya Ransom



Print Name: Brittany Meredith

“City of Fort Pierce”:

CITY OF FORT PIERCE, FLORIDA, a
Florida municipal corporation

By: 

Linda Hudson, Mayor

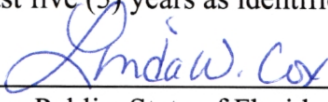
APPROVED AS TO FORM AND CORRECTNESS:

By: 

Tanya Early, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 28th day of March, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) [] is personally known to me, [] produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:



Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

[Affix Notary Seal]
LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

“FPRA”

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

[Signature]
Print Name: Brittany Meredith

By: *Linda Hudson*
Print Name: Linda Hudson
Title: Chairwoman

[Signature]
Print Name: Latoya Ransom

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 8th day of March, 2022, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) [] is personally known to me, [] produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

[Affix Notary Seal] **LINDA W. COX**
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025



This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

SECOND AMENDMENT TO
AGREEMENT FOR PURCHASE AND DEVELOPMENT
OF FISHERMAN'S WHARF

THIS SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND DEVELOPMENT OF FISHERMAN'S WHARF (this "**Amendment**") is made and entered into as of this 16th day of August, 2022 (the "**Effective Date**"), by and between PIERCE 1 MARINA, LLC, a Florida limited liability company ("**Pierce**"), whose mailing address is 100 South Second Street, Suite 202, Fort Pierce, Florida 34950, the CITY OF FORT PIERCE, a Florida municipal corporation (the "**City of Fort Pierce**"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "**FPRA**") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "**City**").

WITNESSETH:

WHEREAS, Pierce, the City of Fort Pierce and FPRA entered into that certain Agreement for Purchase and Development of Fisherman's Wharf, recorded on August 25, 2021, in Official Records Book 4673, Page 765, of the Public Records of St. Lucie County, Florida (the "**Agreement**"); and

WHEREAS, Pierce delivered a letter to the City dated October 28, 2021, objecting to certain title defects, as more specifically set forth therein (the "**Title Objections**"); and

WHEREAS, pursuant to the Agreement, the City had 60 days from receipt of the notice letter to cure the Title Objections, but Pierce delivered a letter to the City dated December 29, 2021, granting the City an additional 90 days to cure the Title Objections. The forgoing 90 day period to cure the Title Objections expired on March 28, 2022; and

WHEREAS, Pierce delivered a letter to the City dated December 2, 2021, objecting to certain survey defects, as more specifically set forth therein (the "**Survey Objections**"); and

WHEREAS, pursuant to the Agreement, the City had 60 days from receipt of the notice letter to cure the Survey Objections, but Pierce delivered a letter to the City dated February 1, 2022, granting the City an additional 90 days to cure the Survey Objections. The forgoing 90 day period to cure the Survey Objections expired on May 1, 2022; and

WHEREAS, the Agreement did not allow the time periods for curing the Title Objections or the Survey Objections to be extended more than 90 days. Therefore, Pierce, the City of Fort Pierce and FPRA entered into a First Amendment to Agreement for Purchase and Development of Fisherman’s Wharf, dated March 21, 2022, which extended the deadline for the City to cure the Title Objections and Survey Objections until September 1, 2022; and

WHEREAS, the City anticipates that it will need additional time beyond September 1, 2022 to cure certain Title Objections and Survey Objections; and

WHEREAS, the parties hereto desire to extend by 6 months (to the dates specifically set forth hereinbelow) the deadline to cure Title Objections and Survey Objections, and the Development Approval Period, to allow sufficient time for the City to cure Title Objections and Survey Objections, and to allow for any modifications to Pierce’s development plans that may be required.

NOW, THEREFORE, the undersigned parties to the Agreement do hereby amend the Agreement as set forth herein.

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Amendment as if fully set forth herein verbatim.

2. Extension of Deadline for City to Cure Title and Survey Objections. Notwithstanding any conflicting language set forth in the Agreement, the parties hereto agree that the City shall have until March 1, 2023 to cure the Title Objections and Survey Objections to the reasonable satisfaction of Pierce. If the removal, discharge or cure of the Title Objection relating to the Fisherman’s Wharf Bulkhead Boat Ramp and Basin (Phase 1) Project Agreement recorded in Official Records Book 4131, Page 2060 (the “Boat Ramp Agreement”) requires any payment or contribution of land by Pierce, for the removal of the Boat Ramp Agreement as an encumbrance of the title to the Property or for the relocation of the boat ramp located thereon, then the value of such payment or contribution shall be subject to written approval by Pierce. In the event that such Title Objections and Survey Objections are not all removed, discharged and/or cured on or before March 1, 2023 to the reasonable satisfaction of Pierce, including without limitation the removal of the encumbrance of the Boat Ramp Agreement, then Pierce shall have the right to terminate this Agreement by delivering written notice thereof to the City, no later than ten (10) days after such date.

3. Extension of Development Approval Period. The end of the Development Approval Period, as defined in Paragraph 5.a of the Agreement, is hereby extended to March 12, 2023, subject to the rights of both the City and Pierce to extend the Development Approval Period as set forth in Paragraph 5.c of the Agreement.

4. No Further Amendments to Agreement. Except as specifically modified and amended hereby, the Agreement shall remain in full force and effect.

5. Counterparts. This Amendment may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which

shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Amendment, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

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

[SIGNATURES ON FOLLOWING PAGES]

WITNESSES:

"Pierce"

PIERCE 1 MARINA, LLC, a Florida limited liability company

Bettina A Merritt
Print Name: Bettina A Merritt

By: C. M. Shelli
Print Name: Christopher Shelli
Title: Manager

Stacy Robinson
Print Name: Stacy Robinson

STATE OF Kentucky
COUNTY OF Woodford

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of August, 2022, by Christopher Shelli as Manager of PIERCE 1 MARINA, LLC, a Florida limited liability company. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

[Affix Notary Seal]

Teri Lane Neal
Notary Public, State of Kentucky
Print Name: Teri Lane Neal
Commission #: 609455
My Commission Expires: 9-24-22

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

“City of Fort Pierce”:

CITY OF FORT PIERCE, FLORIDA, a
Florida municipal corporation

~~Brittany Meredith~~
Print Name: Brittany Meredith

By: Linda Hudson
Linda Hudson, Mayor

Print Name: Latoya Ransom

APPROVED AS TO FORM AND CORRECTNESS:

By: Tanya Early
Tanya Early, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of September, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

[Affix Notary Seal]
LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

“FPRA”

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

Latoya Ransom
Print Name: Latoya Ransom

By: *Linda Hudson*
Print Name: Linda Hudson
Title: Chairwoman

Brittany Meredith
Print Name: Brittany Meredith

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization, this 13th day of September, 2022, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) is personally known to me, [] produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox

Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

[Affix Notary Seal]
LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025



This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

THIRD AMENDMENT TO
AGREEMENT FOR PURCHASE AND DEVELOPMENT
OF FISHERMAN'S WHARF

THIS THIRD AMENDMENT TO AGREEMENT FOR PURCHASE AND DEVELOPMENT OF FISHERMAN'S WHARF (this "**Amendment**") is made and entered into as of this 14th day of March, 2023 (the "**Effective Date**"), by and between PIERCE 1 MARINA, LLC, a Florida limited liability company ("**Pierce**"), whose mailing address is 100 South Second Street, Suite 202, Fort Pierce, Florida 34950, the CITY OF FORT PIERCE, a Florida municipal corporation (the "**City of Fort Pierce**"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "**FPRA**") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "**City**").

WITNESSETH:

WHEREAS, Pierce, the City of Fort Pierce and FPRA entered into that certain Agreement for Purchase and Development of Fisherman's Wharf, recorded on August 25, 2021, in Official Records Book 4673, Page 765, of the Public Records of St. Lucie County, Florida (the "**Agreement**"); and

WHEREAS, Pierce delivered a letter to the City dated October 28, 2021, objecting to certain title defects, as more specifically set forth therein (the "**Title Objections**"); and

WHEREAS, pursuant to the Agreement, the City had 60 days from receipt of the notice letter to cure the Title Objections, but Pierce delivered a letter to the City dated December 29, 2021, granting the City an additional 90 days to cure the Title Objections. The forgoing 90 day period to cure the Title Objections expired on March 28, 2022; and

WHEREAS, Pierce delivered a letter to the City dated December 2, 2021, objecting to certain survey defects, as more specifically set forth therein (the "**Survey Objections**"); and

WHEREAS, pursuant to the Agreement, the City had 60 days from receipt of the notice letter to cure the Survey Objections, but Pierce delivered a letter to the City dated February 1, 2022, granting the City an additional 90 days to cure the Survey Objections. The forgoing 90 day period to cure the Survey Objections expired on May 1, 2022; and

WHEREAS, the Agreement did not allow the time periods for curing the Title Objections or the Survey Objections to be extended more than 90 days. Therefore, Pierce, the City of Fort Pierce and FPRA entered into a First Amendment to Agreement for Purchase and Development of Fisherman's Wharf, dated March 21, 2022, which extended the deadline for the City to cure the Title Objections and Survey Objections until September 1, 2022; and

WHEREAS, Pierce, the City of Fort Pierce and FPRA entered into a Second Amendment to Agreement for Purchase and Development of Fisherman's Wharf, dated August 16, 2022, which further extended the deadline for the City to cure the Title Objections and Survey Objections until March 1, 2023; and

WHEREAS, the City anticipates that it will need additional time beyond March 1, 2023 to cure certain Title Objections and Survey Objections; and

WHEREAS, the parties hereto desire to extend by an additional 6 months (to the dates specifically set forth hereinbelow) the deadline to cure Title Objections and Survey Objections, and the Development Approval Period, to allow sufficient time for the City to cure Title Objections and Survey Objections, and to allow for any modifications to Pierce's development plans that may be required.

NOW, THEREFORE, the undersigned parties to the Agreement do hereby amend the Agreement as set forth herein.

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Amendment as if fully set forth herein verbatim.

2. Extension of Deadline for City to Cure Title and Survey Objections. Notwithstanding any conflicting language set forth in the Agreement, the parties hereto agree that the City shall have until September 1, 2023 to cure the Title Objections and Survey Objections to the reasonable satisfaction of Pierce. If the removal, discharge or cure of the Title Objection relating to the Fisherman's Wharf Bulkhead Boat Ramp and Basin (Phase 1) Project Agreement recorded in Official Records Book 4131, Page 2060 (the "Boat Ramp Agreement") requires any payment or contribution of land by Pierce, for the removal of the Boat Ramp Agreement as an encumbrance of the title to the Property or for the relocation of the boat ramp located thereon, then the value of such payment or contribution shall be subject to written approval by Pierce. In the event that such Title Objections and Survey Objections are not all removed, discharged and/or cured on or before September 1, 2023 to the reasonable satisfaction of Pierce, including without limitation the removal of the encumbrance of the Boat Ramp Agreement, then Pierce shall have the right to terminate this Agreement by delivering written notice thereof to the City, no later than ten (10) days after such date.

3. Extension of Development Approval Period. The end of the Development Approval Period, as defined in Paragraph 5.a of the Agreement, is hereby extended to September 12, 2023, subject to the rights of both the City and Pierce to extend the Development Approval Period as set forth in Paragraph 5.e of the Agreement.

4. No Further Amendments to Agreement. Except as specifically modified and

amended hereby, the Agreement shall remain in full force and effect.

5. Counterparts. This Amendment may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Amendment, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

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

[SIGNATURES ON FOLLOWING PAGES]

WITNESSES:

“Pierce”

Tammi Jo Buchanan
 Print Name: Tammi Jo Buchanan
W. Lee Dobbin
 Print Name: W. Lee Dobbin

PIERCE 1 MARINA, LLC, a Florida limited liability company

By: C. M. Shelli
 Print Name: Christopher Shelli
 Title: Manager

STATE OF Florida
 COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of March, 2023, by Christopher Shelli as Manager of PIERCE 1 MARINA, LLC, a Florida limited liability company. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

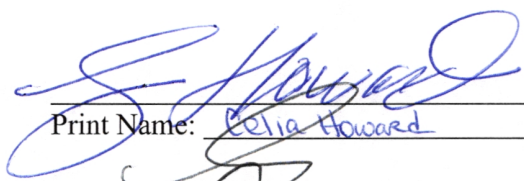
[Affix Notary Seal]



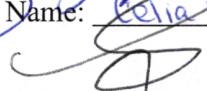
Tammi Jo Buchanan
 Notary Public, State of Florida
 Print Name: Tammi Jo Buchanan
 Commission #: HH 275581
 My Commission Expires: 6/13/2026

SIGNATURES CONTINUE ON FOLLOWING PAGES

WITNESSES:



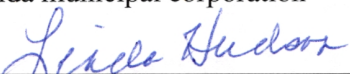
 Print Name: Celia Howard



 Print Name: Latoya Ransom


“City of Fort Pierce”:

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: 

 Linda Hudson, Mayor

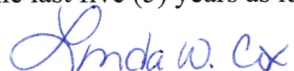
APPROVED AS TO FORM AND CORRECTNESS:

By: 

 Tanya Early, City Attorney

STATE OF FLORIDA
 COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of March, 2023, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:



 Notary Public, State of Florida
 Print Name: _____
 Commission #: _____
 My Commission Expires: _____

[Affix Notary Seal]



LINDA W. COX
 Notary Public
 State of Florida
 Comm# HH167003
 Expires 9/9/2025

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

“FPRA”

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

Print Name: Latya Ransom

Print Name: Brittany Meredith


By: Linda Hudson
Print Name: Linda Hudson
Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14th day of March, 2023, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

[Affix Notary Seal]

 LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

FPRA Regular Meeting

7. b.

Meeting Date: August 8, 2023

Re: Wayfinding Agreement

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

SUBJECT:

Approval of Service Agreement with Don Bell Signs, Inc. for the Comprehensive Wayfinding Signage Program in an amount not to exceed \$499,739.00.

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 received 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) on May 9, 2023. The attached service agreement is now before the Board for approval.

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.

GOAL 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:

Approve Wayfinding Service Agreement with Don Bell Signs, Inc.

ALTERNATIVES:

Amend or deny the Service Agreement.

RESPONSIBLE STAFF:

Shyanne Harnage, Economic Development Manager

COORDINATED WITH:

City Attorney's Office

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: FY23
Account: Retained Earnings
Amount: \$499,739.00

OTHER INFORMATION:

The Comprehensive Wayfinding Program will be funded by FPRA Retained Earnings. This project was included in the FPRA Capital Improvement Plan, FY23 and FY 24 Project-Based Budgets.

Attachments

Agreement
Exhibit B

**FORT PIERCE REDEVELOPMENT AGENCY
SERVICE AGREEMENT
COMPREHENSIVE WAYFINDING SIGNAGE PROGRAM**

This Agreement between Agency and Contractor ("Agreement") is made and entered into by and between the Fort Pierce Redevelopment Agency, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("Agency"), and Don Bell Signs, Inc., a Florida Corporation with its principal place of business at 365 Oak Place, Port Orange, Florida ("Contractor").

City and Contractor hereby agree as follows:

1. Contractor Services.

Contractor will provide the services as set forth in **Exhibit A**, Statement of Work, attached hereto and incorporated for all purposes ("the Services"), to the satisfaction of City.

Contractor's performance of the Services will conform to the specifications and requirements contained in the RFP 2023-010 Comprehensive Wayfinding Signage Program ("Bid") and the Contractor's Bid dated February 21, 2023 ("Contractor's Bid"). To the extent that the Bid or Contractor's Bid conflict with the terms of this Agreement, the terms of this Agreement will control.

2. Compensation.

Total compensation to Contractor will not exceed four hundred ninety-nine thousand seven hundred thirty-nine dollars (\$499,739.00) for the initial term of the Agreement, which includes all travel and expenses. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Local Government Prompt Payment Act, section 218.70-79, Florida Statutes.

Upon completion of the Services and acceptance by Agency, Contractor will submit an invoice setting forth amounts due to Contractor. Each invoice will be accompanied by documentation that City may reasonably request to support the invoice amount. City will, within thirty (30) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If Agency approves the amount or any portion of the amount, Agency will promptly pay to Contractor the amount approved so long as Contractor is not in default under this Agreement. If Agency disapproves any invoice amount, Agency will give Contractor specific reasons for its disapproval in writing. Contractor will submit invoices to Agency as follows:

City of Fort Pierce
Attn: Accounts Payable
P.O. Box 1480
Fort Pierce, FL 34954

3. Term.

This Agreement is effective as of the date last signed below ("Effective Date") and will terminate

on **365 days after the Notice to Proceed** unless earlier terminated in accordance with Section 8.

4. Licenses, Permits, Taxes, Fees, Laws and Regulations.

- 4.1 Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement.
- 4.2 Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.
- 4.3 Contractor will comply with and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations.

5. Ownership and Use of Work Material.

- 5.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any Contractor's subcontractor in connection with the Services (collectively, "Work Material"), whether or not accepted or rejected by Agency, are the sole property of Agency and for its exclusive use and reuse at any time without further compensation and without any restrictions.
- 5.2 Contractor grants and assigns to Agency all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material.
- 5.3 Contractor will deliver all Work Material to Agency upon expiration or termination of this Agreement. Agency will have the right to use the Work Material for the completion of the Services or otherwise. Agency may, at all times, retain the originals of the Work Material.
- 5.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by Agency in writing. Contractor will treat all Work Material as confidential.

6. Confidentiality and Safeguarding of City Records; Press Releases; Public Information.

- 6.1 Contractor shall not disclose, publish, or authorize others to disclose or publish, Work Material or other information pertaining to the Services assigned to Contractor by City or other information to which Contractor had access during the term of this Agreement without the prior written approval of the Agency.
- 6.2 **Advertising.** Contractor will not make any press releases, public statements, or advertisement referring to the services or the engagement of Contractor as an independent Contractor of Agency in connection with the Agreement or release any information relative to the Agreement for publication, advertisement or any other purpose without the prior written approval of Agency.

6.3 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

7. **Public Records.**

7.1 Agency strictly adheres all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes, Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records Under Florida law, as defined in Section 119.011 (12), F.S. Contractor shall keep and maintain public records required by the Agency to perform the services under this Agreement.

7.2.1 If Contractor meets the definition of "Contractor" found in section 119.0701 (1) (a) Florida Statutes (i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency), then the following requirements apply:

7.2.2 Upon request from City's custodian of public records, Contractor shall provide Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided Chapter 119, Florida Statutes, or as otherwise provided by law.

7.2.3 Contractor shall identify and ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the Agency.

7.2.4 Upon completion of the contract, Contractor shall transfer, at no cost, to Agency all public records in possession of Contractor or keep and maintain public records required by Agency to perform the service. If Contractor transfers all public records to Agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Agency, upon request from Agency's custodian of public records, in a format that is compatible with the information technology system of the Agency.

7.3 **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, icox@cityoffortpierce.com, 100 North U.S. Hwy 1, Fort Pierce, FL 34950.**

8. **Termination.**

8.1 If either party is in default of performance of any material obligation under this Service Agreement

Bid No. 2023-010

Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.

- 8.2 Agency may terminate this Agreement immediately in the event of the filing by or against Contractor of a petition for relief in bankruptcy or for receivership, or in the event that Contractor becomes insolvent.
- 8.3 The termination of this Agreement will not affect any right or remedy that —has accrued to either party at the time of termination.
- 8.4 Upon termination of this Agreement, Contractor will deliver to the appropriate representative of Agency all Work Material related to the services performed by Contractor in the format requested by the Agency together with any keys, identification badges, or equipment owned by Agency.
- 8.5 Termination under Sections 8.1 or 8.6 will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.
- 8.6 Agency may terminate this Agreement, without cause, upon written notice to Contractor. At such time, Contractor will be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

9. Indemnification.

Contractor will indemnify and hold harmless Agency, and its members, officials, officers, attorneys, employees, representatives and agents from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; for supplies, services, or merchandise purchased by Contractor; for wages and fringe benefits of Contractor's employees; and for injury or death of any person or damage to property that result directly or indirectly from the negligent or intentional acts or omissions of Contractor or its officers, agents, or employees in the performance of this Agreement.

10. Insurance.

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the Agency, 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 Agency has been provided to, and approved by, the Agency. As evidence of compliance with the insurance required herein, Contractor shall furnish the Agency with:

- (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also, 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 Agency and its 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 the Agency.

Until such insurance is no longer required by this Agreement, Contractor shall provide the Agency with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by the Agency, Contractor shall, within thirty (30) days after receipt of a written request from the Agency, provide the Agency a certified, complete copy of the policies of insurance providing the coverage required.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. 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 provide the Agency with thirty (30) days written notice of cancellation.

The policy must be endorsed to waive the insurer's right to subrogate against the Agency, and its 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 Agency, and its officials, officers and employees scheduled thereon.

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)

Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the state of Florida or those described below. The policy must be endorsed to provide Agency with Thirty (30) days prior written notice of cancellation.

Agency and Agency's officials, officers and employees shall be included as

“Additional Insureds” on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement) and ISO form CG 20 37 (Additional Insured – Owners, Lessees or Contractors-Completed Operations).

The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy subject to the following minimum limits (inclusive of amounts provided by an umbrella or excess policy):

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

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 which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

Automobile Liability - Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of 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 and must be endorsed to provide the Agency with thirty (30) days written notice of cancellation. 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 \$1,000,000

Environmental Impairment Liability

Such insurance shall provide coverage for third party liability and clean-up costs at the proposed site resulting from pollution or other environmental impairment arising out of the activities that are contemplated by the Contract. Such insurance shall be on a form acceptable to Agency and Agency’s officials, officers and employees shall be included as “Additional Insureds” on the policy. 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 years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The policy must be endorsed to provide City with Thirty (30) days prior written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	Each Claim/Occurrence
\$1,000,000	Annual Aggregate

General Conditions

The insurance provided by Contractor shall apply on a primary basis to any insurance or self-insurance maintained by the Agency. Any insurance, or self-insurance, maintained by the Agency shall be 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 the Agency or its officials, officers and employees any deductible or self-insured retention applicable to a claim against the Agency or its officials, officers and employees.

Each insurance policy provided by the Contractor in response to these insurance requirements shall be endorsed to provide that the Insurer waives its rights against the Agency and their officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Contractor. Any remedy provided to the Agency by the insurance provided by the Contractor 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 Agency under this Agreement or otherwise.

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

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce

Attention: Purchasing Department

100 N. U.S. Hwy 1

Fort Pierce, FL 34954-1480

Additional Insured for General Liability

City of Fort Pierce and its officials, officers and employees

11. Written Authorization Required

Contractor shall not make changes in the job scope or perform any additional work or provide any additional material, under this Agreement without first obtaining written authorization from Agency for such additional work or materials. Additional labor or materials provided without written authorization shall be done at Contractor's risk and without payment.

12. Notice

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) —return receipt requested, addressed to:

As to Agency:
Shyanne Harnage
Economic Development Manager
100 North U.S. Hwy 1
Fort Pierce, FL 34950
Phone: 772-467-3034

With a Copy To:
Gelencia Carter
Purchasing Manager
100 North U.S. Hwy 1
Fort Pierce, FL 34954
Phone: 772-467-3102

As to Contractor:
Gary Bell
Don Bell Signs, LLC
365 Oak Place
Port Orange, FL 32127
Phone: 386-788-8084

13. Miscellaneous

- 13.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
- 13.2 Representations and Warranties by Contractor. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Florida, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 13.3 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and Agency and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of Agency and Contractor.
- 13.4 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character (“force majeure occurrence”).
- 13.5 Venue; Governing Law. St. Lucie County, Florida, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions

hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Florida. With respect to any litigation arising under this Agreement, the Agency and the Contractor hereby agree to waive the right to trial by a jury.

- 13.6 Dispute Resolution. Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Contractor and the Agency. Unless otherwise directed by Agency, Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the Agency or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the Agency Director who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.
- 13.7 Waivers. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.
- 13.8 Conflict of Interest. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. Contractor further represents that no person having any interest shall be employed for said performance.
- 13.9 Verification of Employment Status. Contractor agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986 of all persons it employs in the performance of this Agreement.
- 13.10 Non-Discrimination. Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.
- 13.11 E-Verify. Effective January 1, 2021, as required by Section 448.095(2)(a), Florida Statutes, Contractor and any subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Agency, Contractor, and any subcontractors may not enter into a contract unless each party uses the E-Verify System. Contractor shall provide documentation of its compliance with this requirement upon request by the Agency.

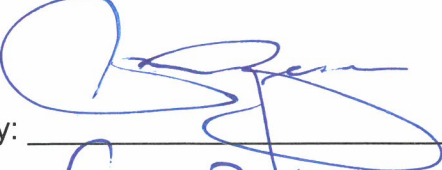
If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ,

contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the affidavit during the terms of this Agreement.

The Agency will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). Contractor agrees that a violation of this subsection by Contractor or Contractor's failure to comply with chapter 448, Florida Statutes, with respect to verification of employment status, shall be grounds for unilateral termination of this Agreement by the Agency.

**CONTRACTOR
DON BELL SIGNS, LLC.**

FORT PIERCE REDEVELOPMENT AGENCY

By: 
Name: GARY Bell
Title: President
Date: 7/26/23

By: _____
Linda Hudson, Chairwoman

Date

**Approved as to form and correctness
as to the Agency:**

By: _____
Sara K. Hedges, Interim City Attorney

Attached: **Exhibit "A" - Statement of Work
Exhibit "B" - Contractor's Proposal**

**EXHIBIT “A”
STATEMENT OF WORK**

1. SCOPE OF WORK

Phase I of the Comprehensive Wayfinding Program will include the design, permitting, production, and installation of various types and quantities of wayfinding signs throughout the City of Fort Pierce.

PHASE I:

Sign Types and Quantities:

- **CITY GATEWAY SIGNS (9)**
 - Entrance/welcome signs located at the gateways of the City of Fort Pierce
- **WAYFINDING DIRECTIONAL SIGNS (30)**
 - Signs directing travelers to points of interest throughout the City of Fort Pierce.
- **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.
- **PUBLIC PARKING (10)**
 - Succinct public parking signs to direct and identify public parking locations throughout Downtown Fort Pierce.

SUBSEQUENT PHASES:

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

2. WORK SCHEDULE

The Contractor agrees to adhere to the following schedule:

1. Contractor will submit art designs for the City’s review and administrative approval within six weeks of the effective date of the Agreement. Within two weeks of said approval, Contractor will obtain structural sealed engineered drawings.
2. Within five months of the effective date of the Agreement, Contractor shall obtain all state and local approvals necessary for the installation of wayfinding signs pursuant to the Agreement.
3. Within six months of the effective date of this Agreement, contractor shall begin installation of the wayfinding signs.

3. PAYMENT SCHEDULE

The City agrees to make payments to the Contractor in accordance with Section 2 of the Agreement and in accordance with the following schedule:

1. 10% of the contract price shall be payable after the submittal of designs by Contractor and administrative approval of said designs by the City.
2. 30% of the contract price shall be payable after all necessary permits have been approved by the City and all necessary materials have been ordered by the Contractor.
3. 20% of the contract price shall be payable after the third month of production.

4. 40% of the contract price shall be payable after Contractor completes the installation of wayfinding signs.

EXHIBIT "B"
CONTRACTOR'S PROPOSAL

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 X
Proprietorship _____

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

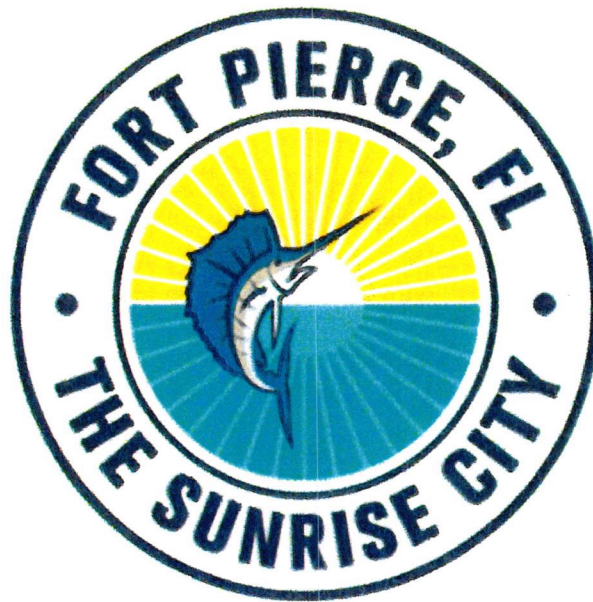
Local Business: Y N MWBE: Y N

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

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



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 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.

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

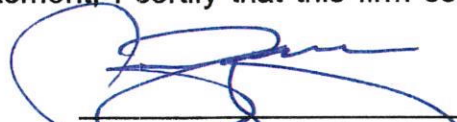


DRUG~FREE WORKPLACE FORM

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@tod-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?

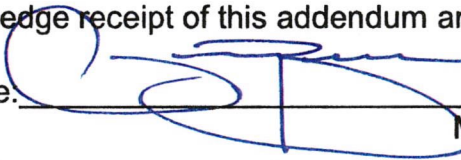
ANSWER: The examples are given to show design intent and style preferences. Exact specifications can be determined after award.

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?

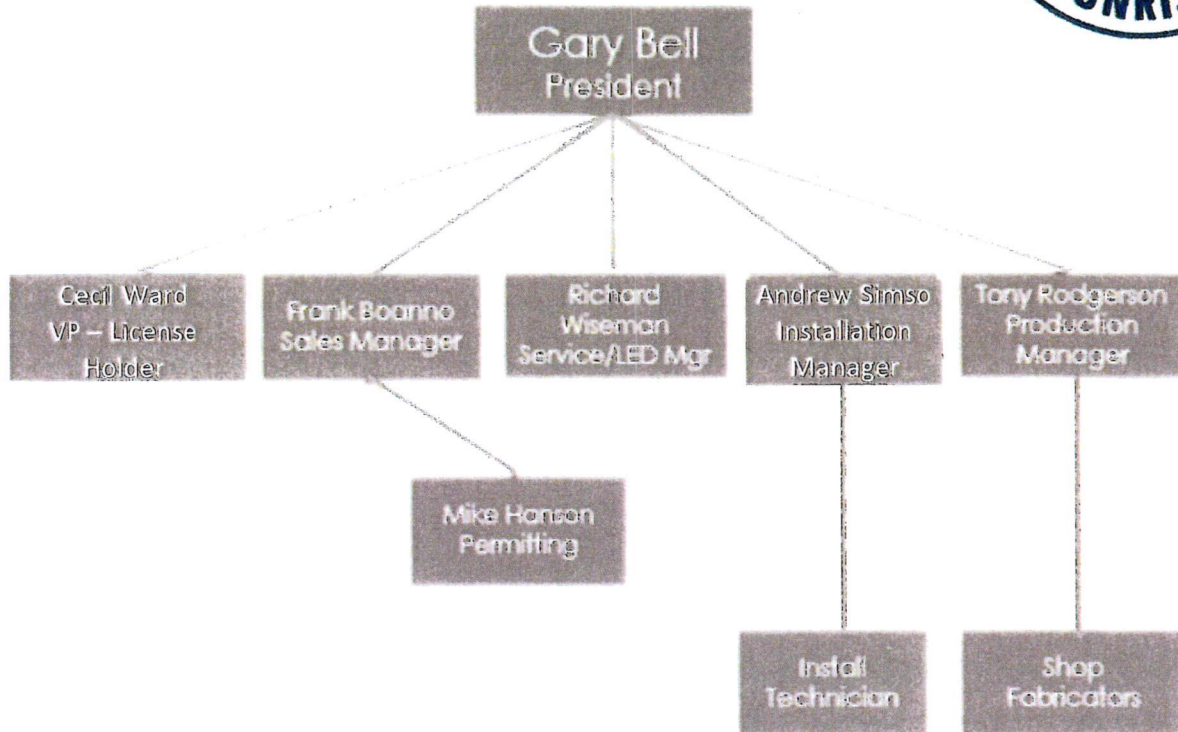
ANSWER: **No city permits will be required for signs placed in City's right-of-way.**
- 4. QUESTION:** Will working hours be restricted at any time?

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.**

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

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

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

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

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

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

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

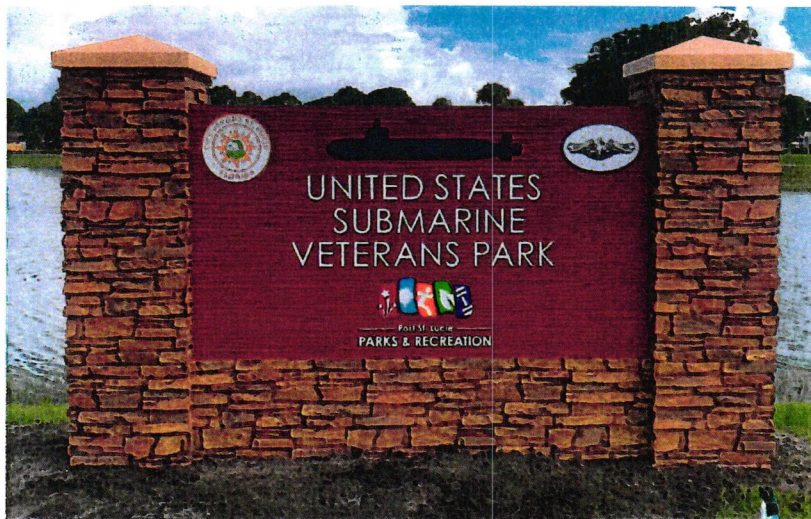
- Tab 3 – Firm’s Experience with Wayfinding Signage



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.

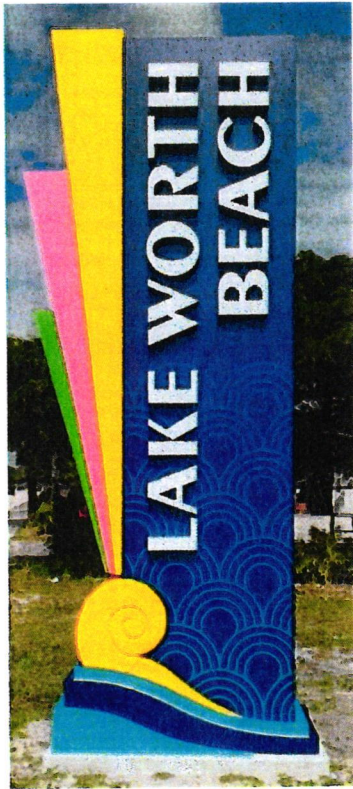
Project Examples:

- 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.

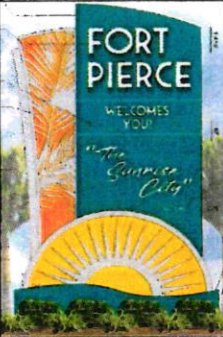

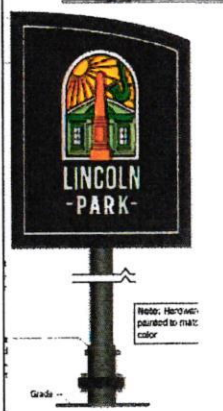
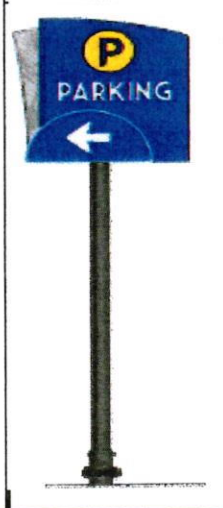
Production Flow:

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:

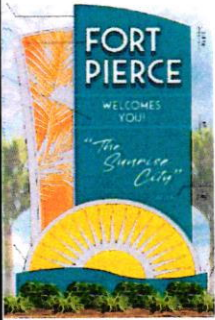

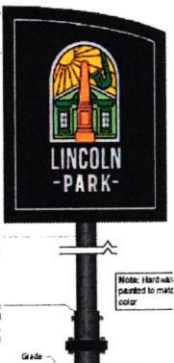

We have (4) service trucks running the entire Central Florida area from Tampa to Jacksonville to West Palm. A fleet of (5) installation trucks ranging from 55’ – 110’ in reach. (1) 50’ spider lift, (2) service lighting vans for emergency service if our crews can’t get to the location within 24 hours. (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 containing the text 'FORT PIERCE WELCOMES YOU!' and a yellow sun graphic at the bottom.</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 with white text and arrows pointing in four directions: 'Health Care', 'Botanical Gardens', 'Recreation 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 colorful logo of a tree and the text 'LINCOLN PARK'. A note below the sign reads: 'Note: Hardware painted to match color'. A 'Grade' line is indicated at the bottom of the post.</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 style="text-align: center;">Entire process from NTP to Installation Completion for all Signage - 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
	Total:				\$499,739.00	

Gateway Signs (14' OAH)

Scope of Work

Don Bell Signs to fabricate & install:
R3 (9) S/F internally-illuminated Gateway Signs, as shown.

Notes:

All hardware to be non-corrosive.
 Landscaping by others.



Left End View

Right End View

Landscaping by Others
 R2 - Added waves to base.
 Added "The Sunrise City"

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 Sign
 Scale: 1/2" = 1'-0"
R3 (9) 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 1

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

FORN USED: _____

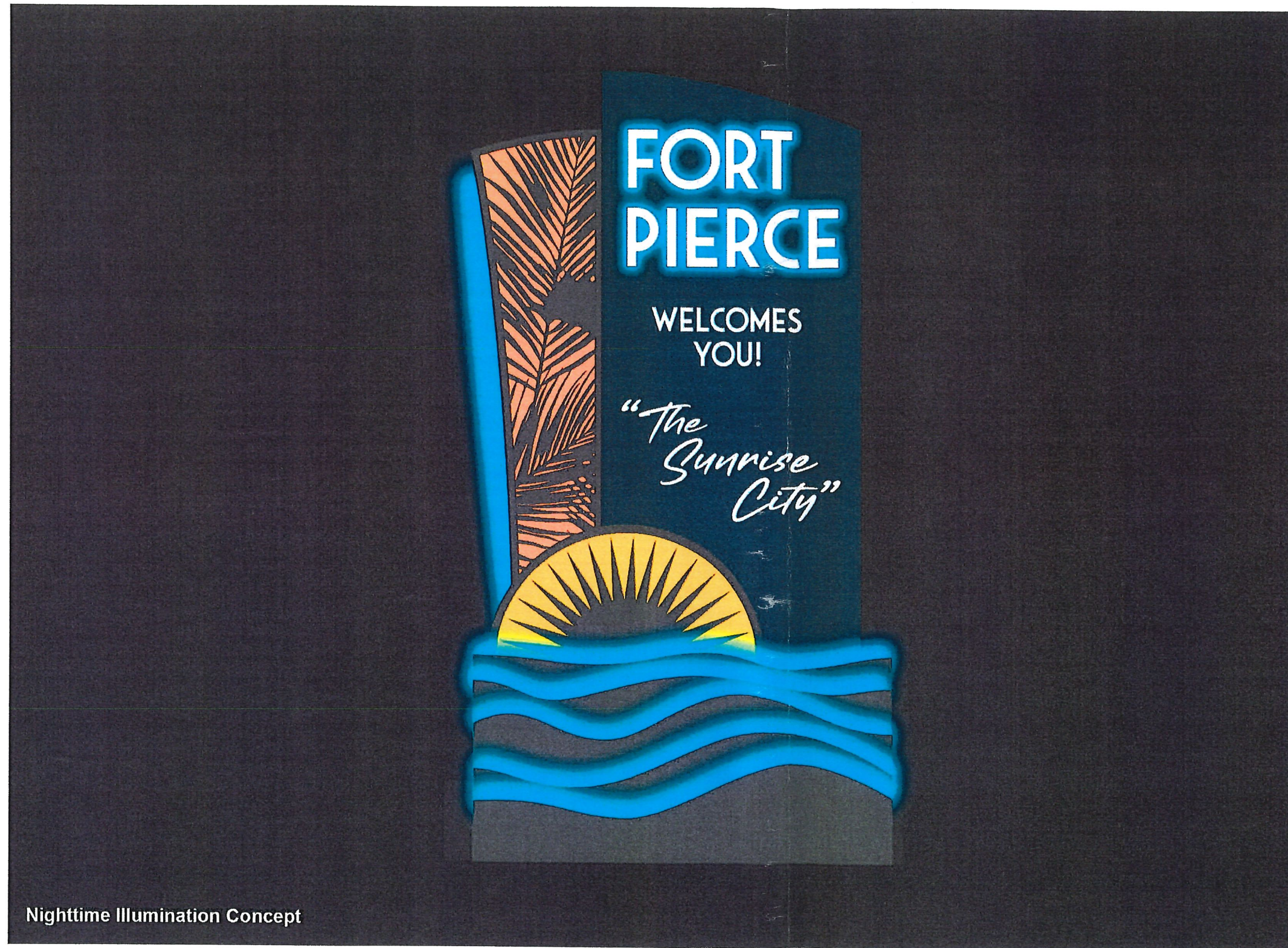
CUSTOMER APPROVAL: _____ DATE: _____

Note: Photo Cell or Timer by others.
PRIMARY ELECTRIC BY OTHERS.

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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
 FILE NAME _____
 PROGRAM Adobe Illustrator CS10
 FONTS USED _____
 CUSTOMER APPROVAL _____ DATE _____

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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

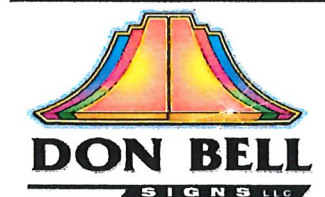
ACCOUNT #115459 120 Volt
ETL US 277 Volt

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

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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.

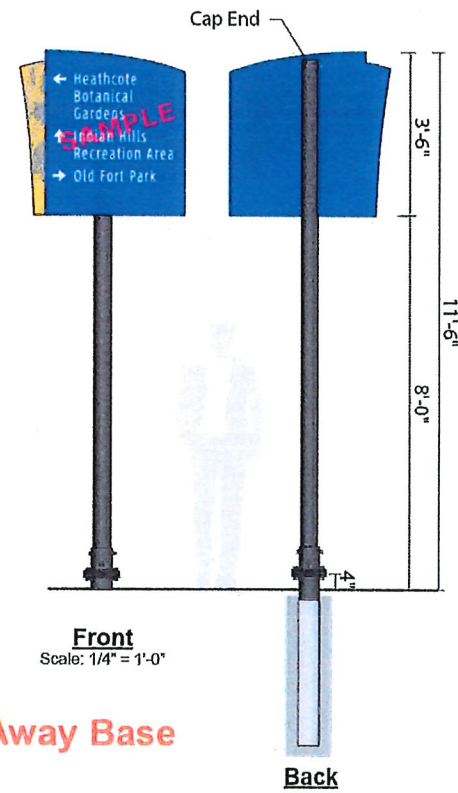
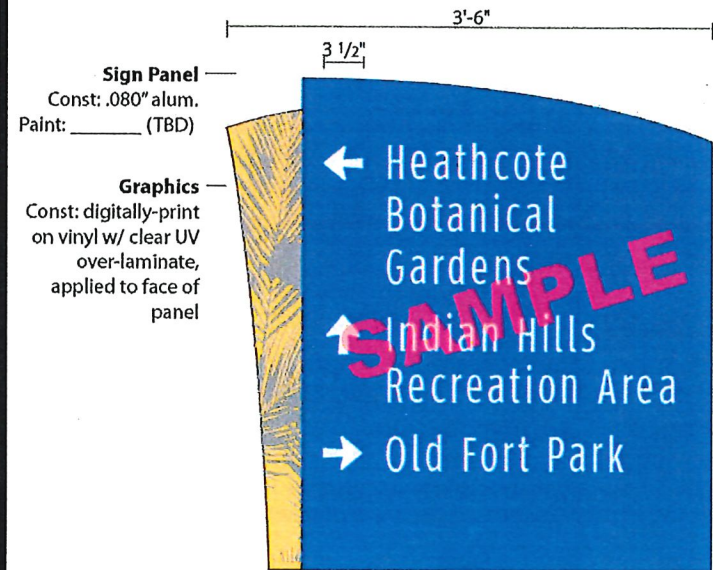
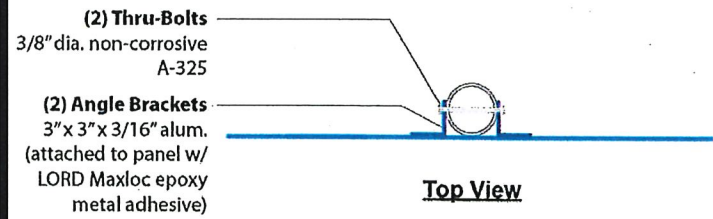
Wayfinding Signs

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.



Note: Hardware to be painted to match post color.

FDOT Break-Away Base

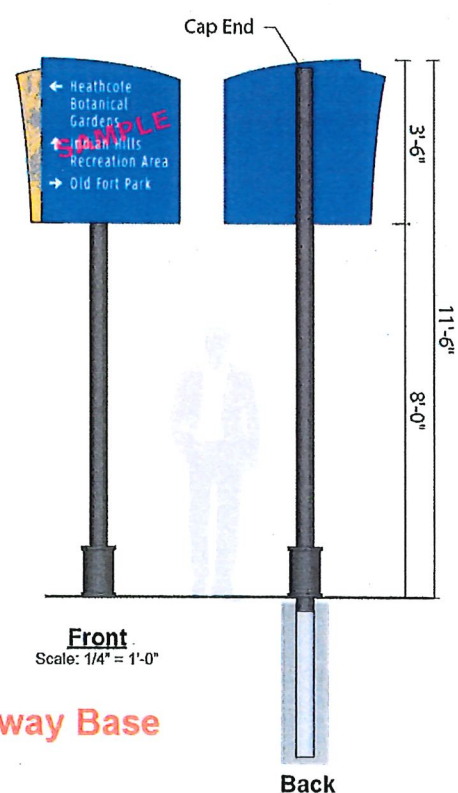
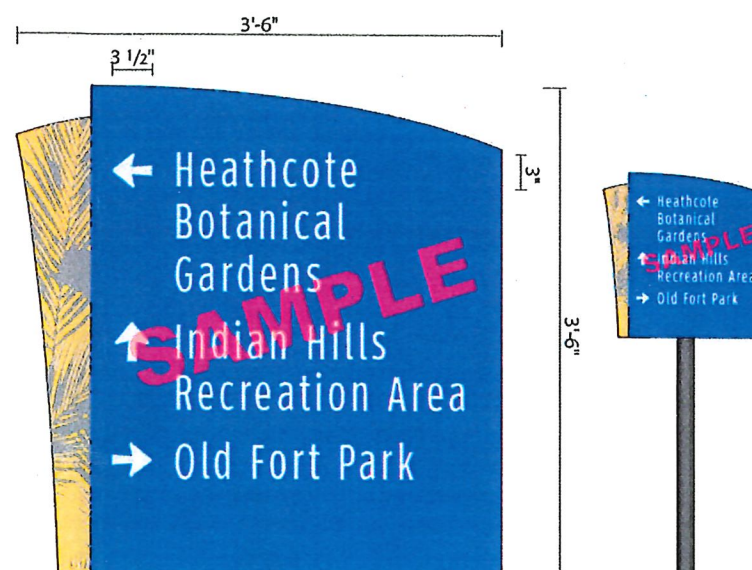
MAIN SUPPORT
 Column 1: 0.00" (O.D.) x .000" STD SCH40 _____ Pipe

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"
 (TBD) Required

Post
Const: 4" (4 1/2" O.D.) .250" wall alum. tube
Paint: Matthews (TBD) Black, sat. fin. R1

Break-Away Base
Const: FDOT approved slip-plate style
Paint: to match post



Escutcheon
Const: aluminum pipe & plate
Paint: to match post

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

FOYTS USED _____

CUSTOMER APPROVAL _____ DATE _____

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 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

CUSTOMER APPROVAL DATE

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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

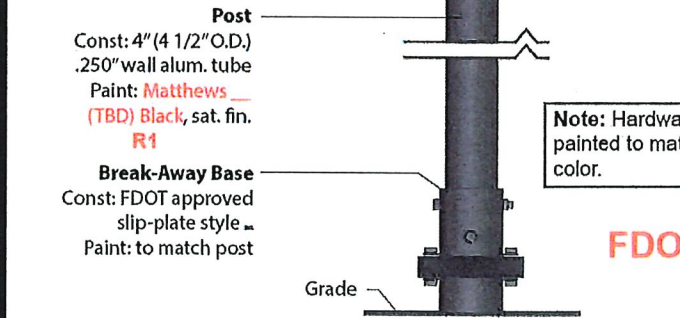
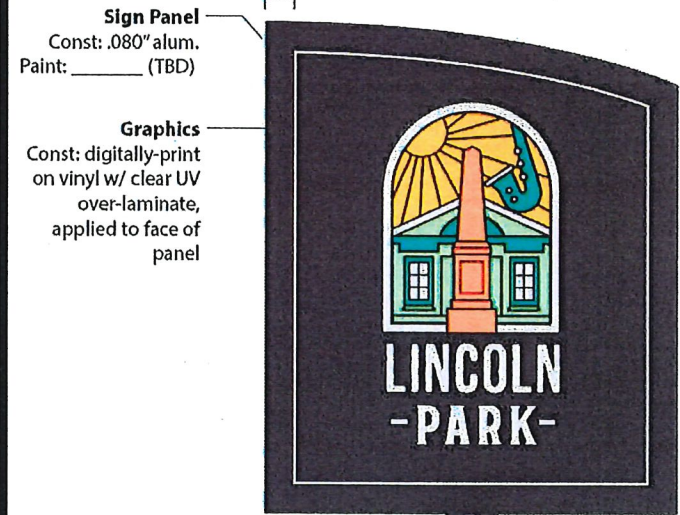
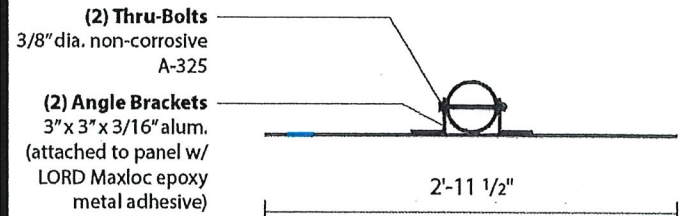
Scope of Work

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.

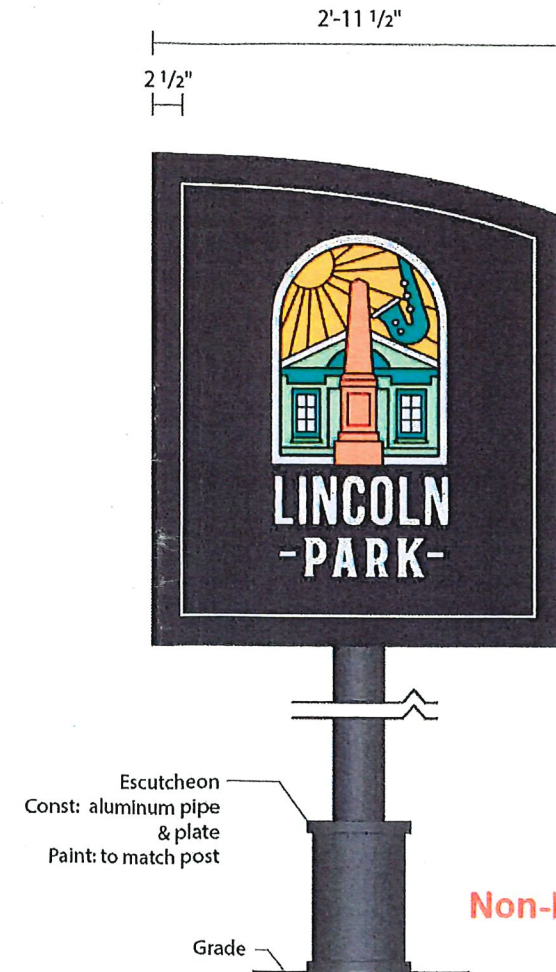
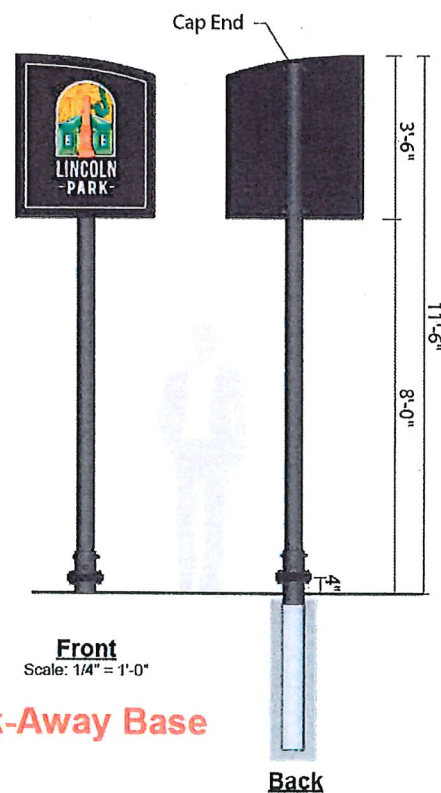


Note: Hardware to be painted to match post color.

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

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

TOOLS USED _____

CUSTOMER APPROVAL _____ DATE _____

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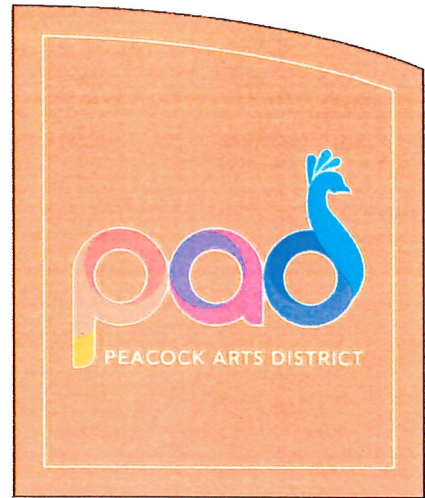


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 PORT ORANGE, FL 32127
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 800-824-0080

District Brand Signs

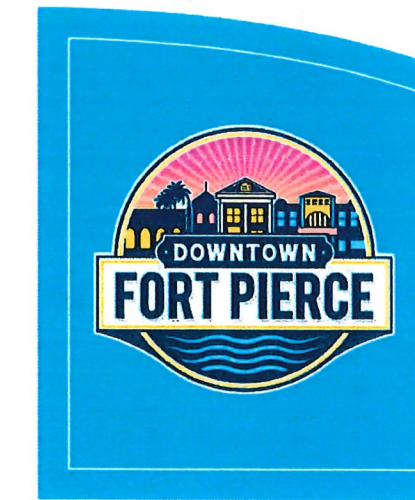
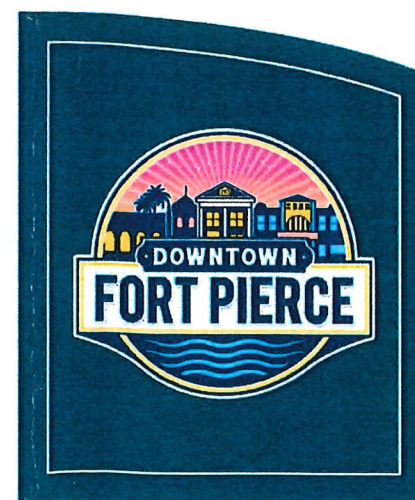
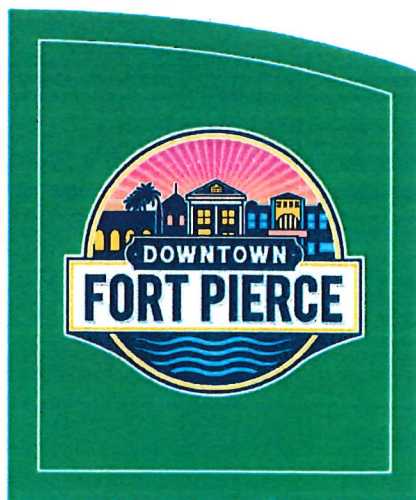
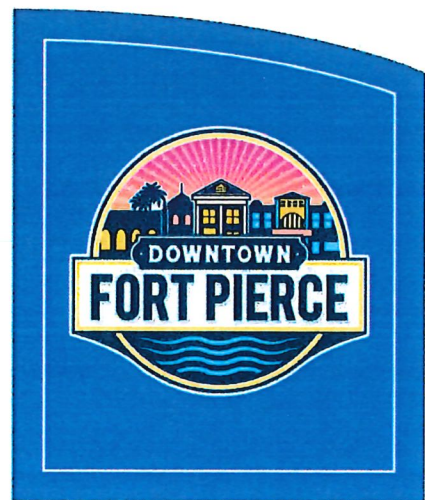
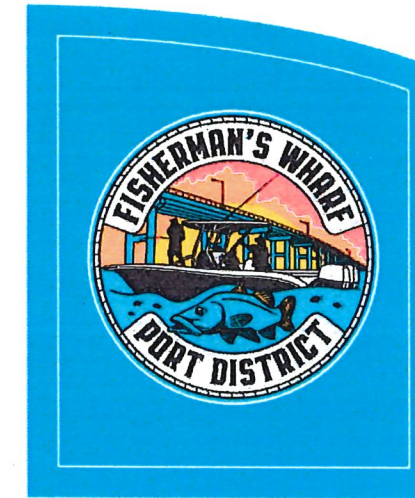
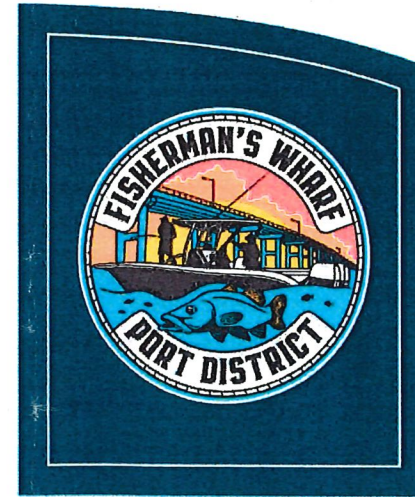
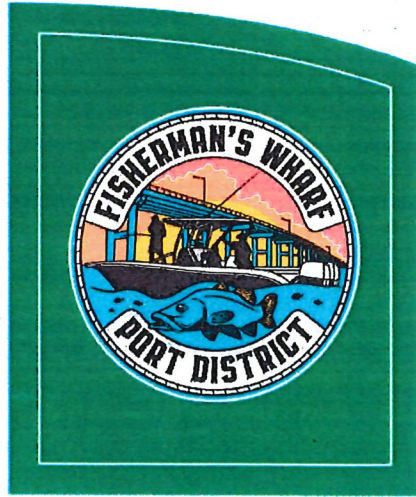
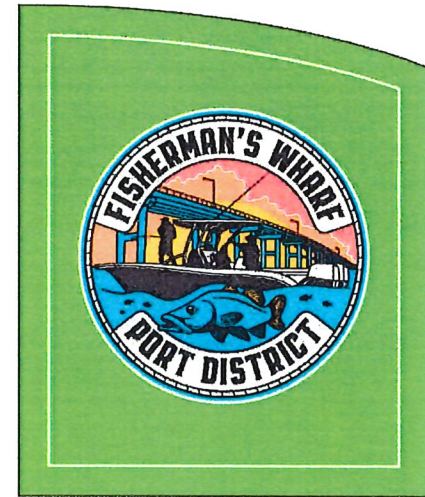
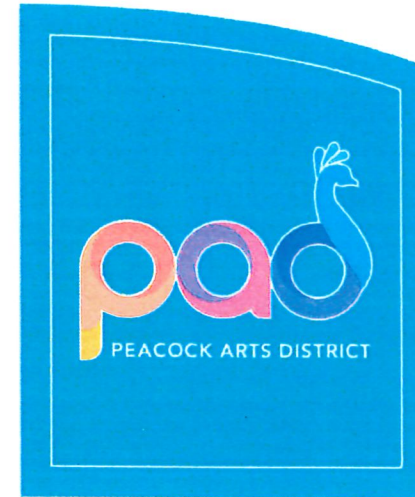
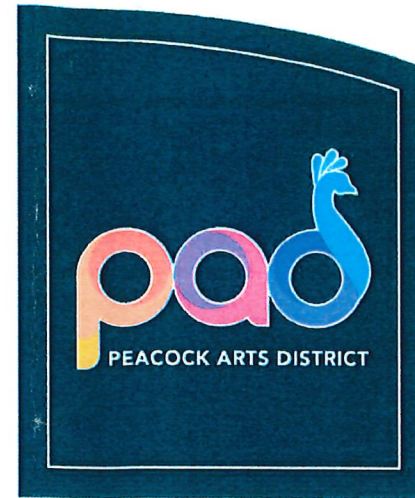
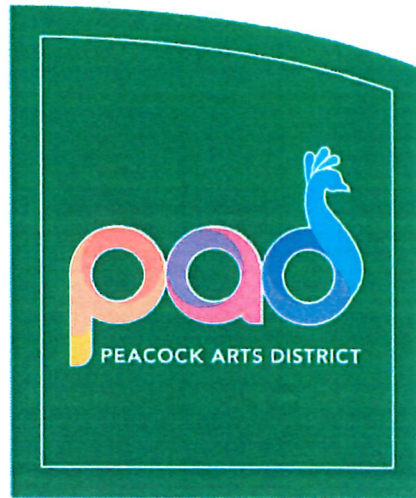
R2 - Applied Customer District Art

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

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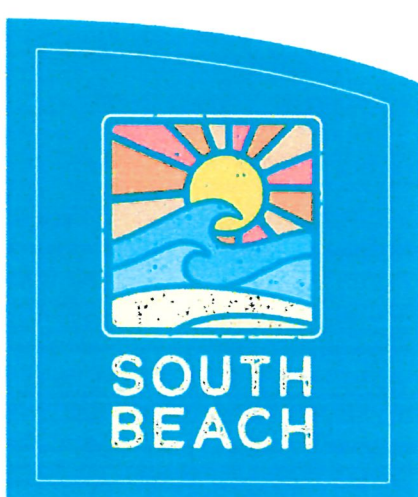
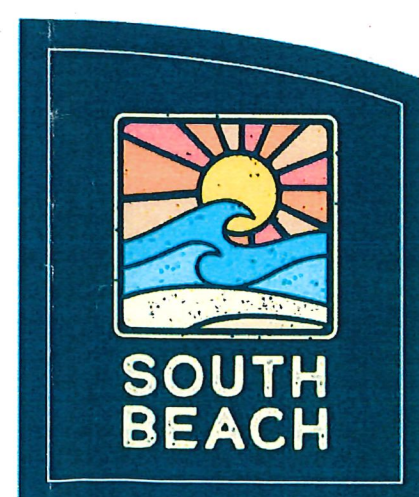
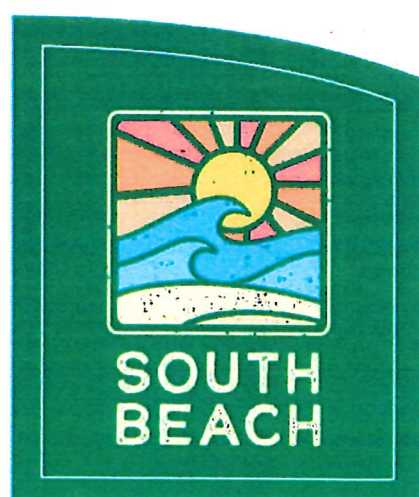
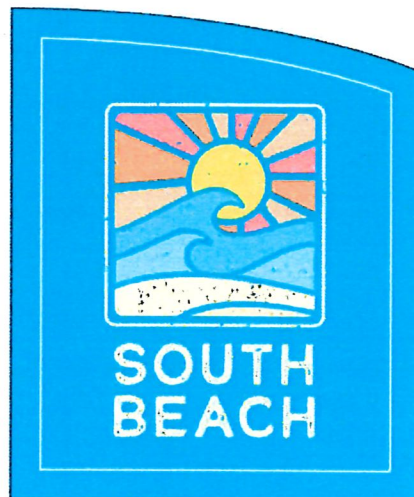
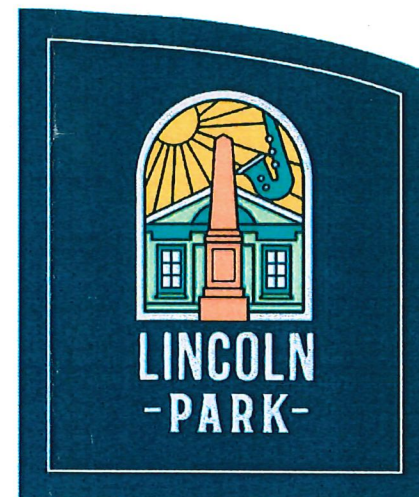
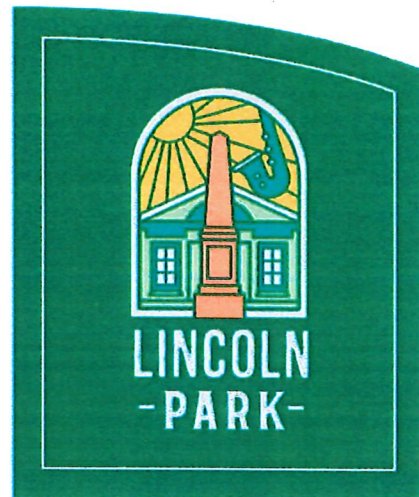
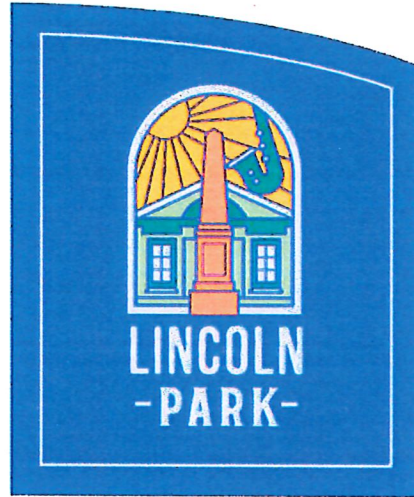
ETL Accl. #115459
 UL 48 Listed Signage
 All Sign Components shall be UL
 Listed and Recognized in the SAM Manual
 All Wiring shall be at least 90° C rated

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: _____

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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.

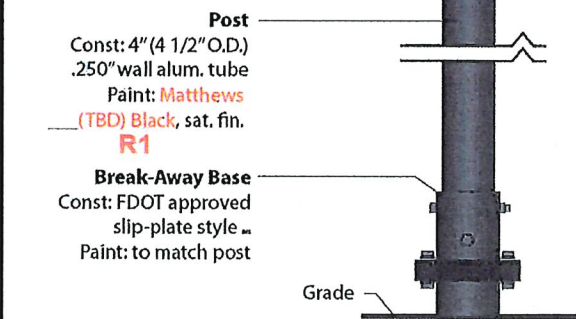
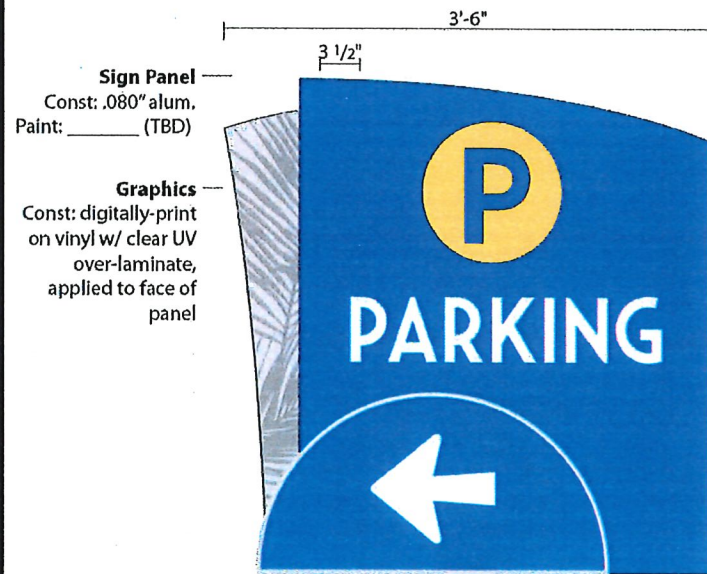
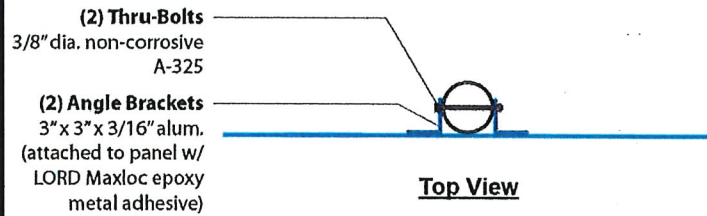
Parking Signs

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

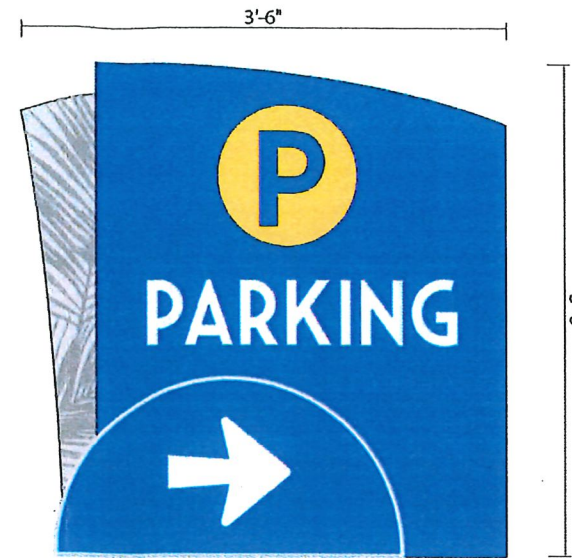
Column 1: 0.00\" (O.D.) x .000\" STD SCH40 ___ Pipe

AUGER FOOTING OPTIONS

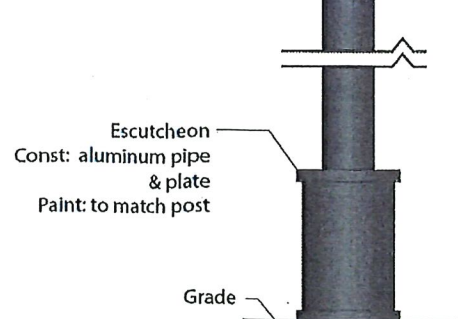
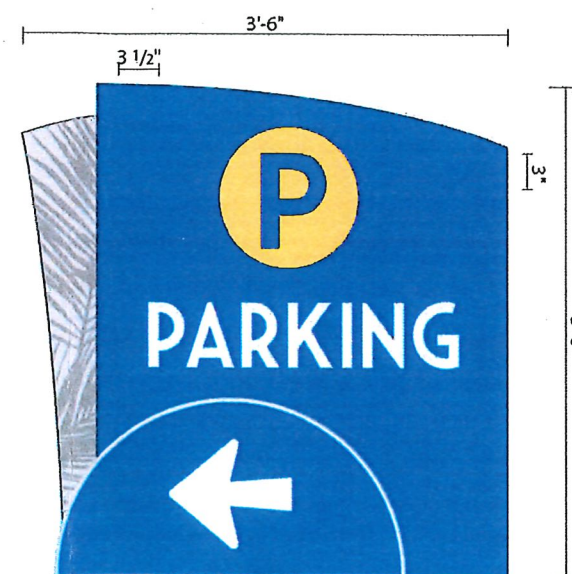
- 2' dia. footer @ 0' 00\" deep (0.00 CY concrete)
- 3' dia. footer @ 0' 00\" deep (0.00 CY concrete)

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

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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

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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

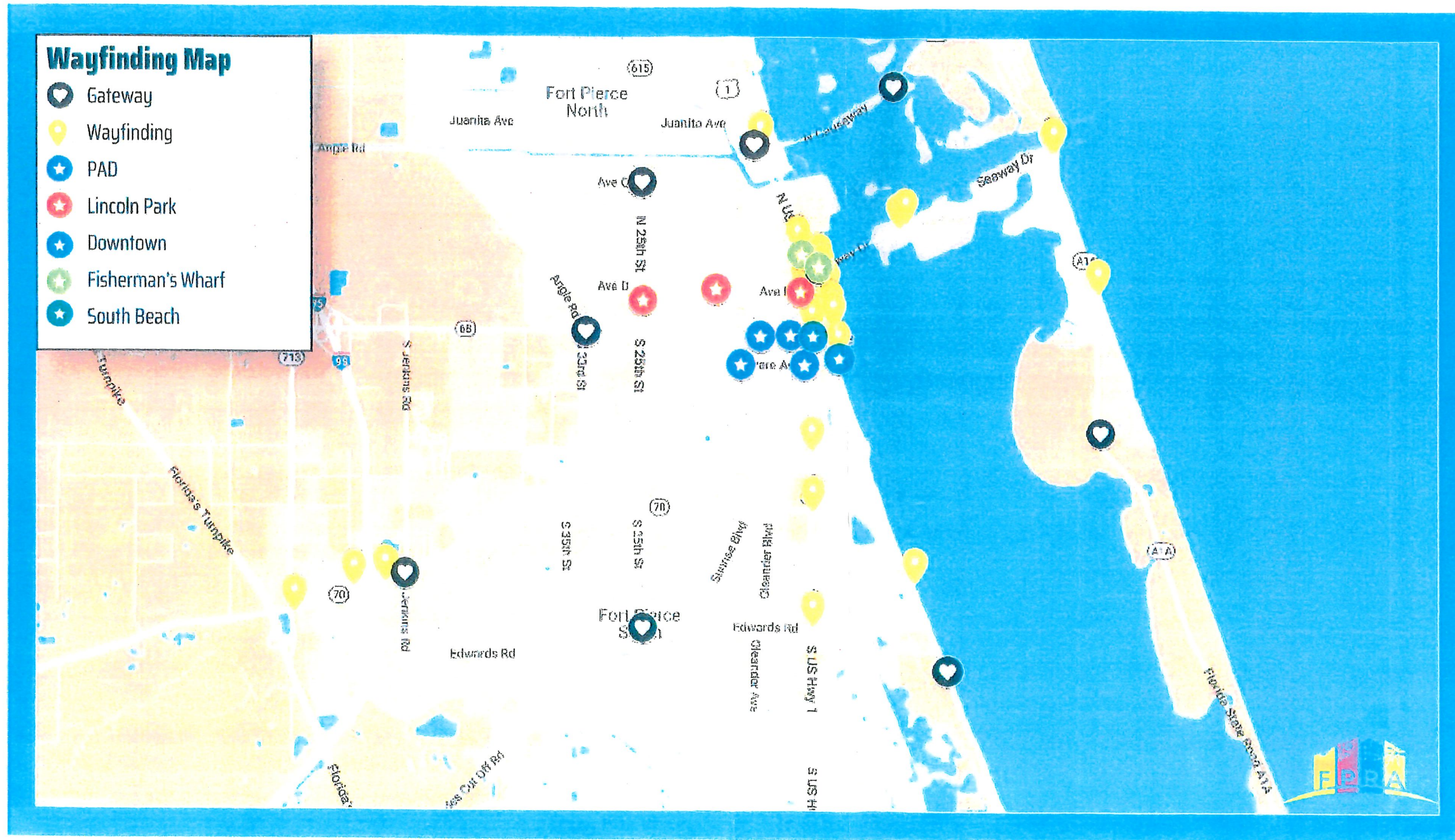
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365 OAK PLACE
PORT ORANGE, FL 32127
386-788-8084
800-824-0080

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.

FPRA Regular Meeting

8. a.

Meeting Date: August 8, 2023

Re: Freebee Update

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

SUBJECT:

Freebee Update

Attachments

Presentation



freebee +



RECAPPING A SUCCESSFUL FIRST 6 MONTHS

February 9, 2023 - August 8, 2023



PROGRAM GOALS

- In partnership with the FPRA, Freebee's on-demand microtransit service was launched to seamlessly connect Downtown Fort Pierce and the beachside, enhancing accessibility for residents and visitors.
- The goal is to provide alternative public transportation options for residents and visitors, allowing them convenient access to everything Fort Pierce has to offer.
- The service aims to reduce traffic congestion and help free up limited parking availability.
- Freebee serves as an effective feeder system, seamlessly integrating with mass transit options.
- The service acts as an economic driver assisting local businesses by delivering customers directly to their front doors.
- Freebee also helps to reduce carbon emissions by operating solely on 100% electric vehicles.
- Ultimately making Fort Pierce a community where you can live, work, and play without the need of a personal vehicle.



EXECUTIVE SUMMARY

The first 6 months of the Freebee Fort Pierce microtransit program set a new standard for transportation excellence, positioning itself as a shining example not just within St. Lucie County, but throughout the entire State of Florida. With an impressive ridership exceeding 7,000 passengers during its initial half-year launch, the Freebee service within Fort Pierce has demonstrated its capability as a reliable and sought-after mode of public transport. What's even more remarkable is the resounding positive feedback from our passengers, with customer satisfaction levels reaching an all-time high, surpassing those of many other Freebee service areas. This exceptional achievement becomes even more noteworthy when considering that it was accomplished with a limited operational schedule, exclusively operating from Thursday to Sunday. Despite the constrained hours, the program's impact has been profound and widely recognized.

The success of the Freebee Fort Pierce microtransit program can be attributed to its unwavering commitment to inclusivity and accessibility. Embracing an equitable approach, this service has resonated with people of all ages and backgrounds, whether they are local residents or visitors to this vibrant coastal city. Freebee has not only redefined how people move around Fort Pierce but has also enriched their experiences by connecting them seamlessly with the community's thriving local businesses and attractions.

We are incredibly proud of what we have accomplished, and we eagerly look forward to building on this momentum, setting the bar even higher for the future of Freebee within Fort Pierce.



Thu: 10am - 8pm
 Fri-Sat: 10am-10pm
 Sun: 10am-8pm

LAUNCHED

4 Tesla X Vehicles



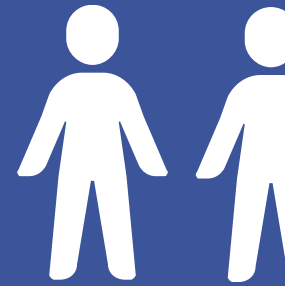
On-demand, door-to-door transportation funded through the FPRA

RIDERSHIP

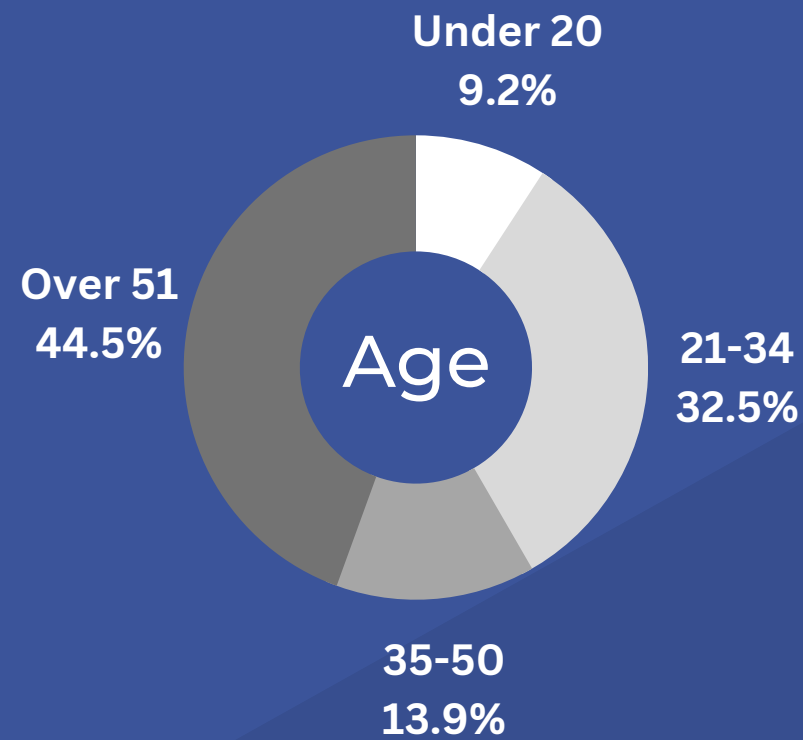
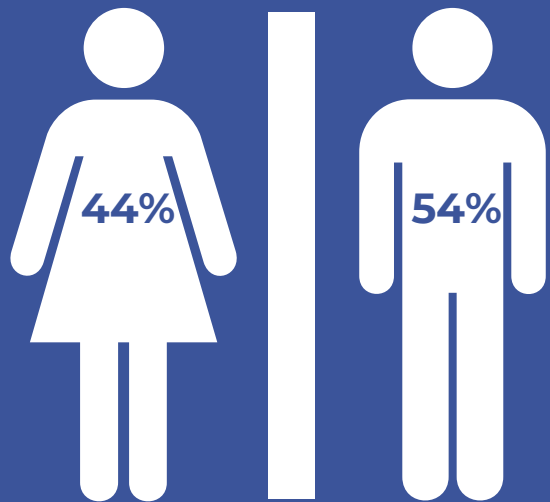
Freebee +



7K+
Passengers



1.78
Avg.
Passengers
Per Ride



In its first 6 months of operation, the Freebee Fort Pierce microtransit system welcomed over 7,000 passengers—an impressive feat for a new service. It's important to highlight that building a consistent rider community can be quite a challenge when the service isn't available every day of the week. Sporadic or limited service days can leave potential users unsure and discourage them from using public transport regularly. Fewer operating days often lead to complex schedules that are tough for passengers to remember or follow. The habit of using public transport thrives when it's consistently accessible and fits into daily routines. Despite these hurdles, customer feedback clearly shows that people desire Freebee's services throughout the entire week, making it relevant for diverse groups. This inclusive service saw people from all walks of life participating equitably across ages and social backgrounds, catering to both those who depend on public transport and those who choose to use it. By heeding the suggestion to expand service, we predict a significant year-over-year increase and continued success for the Freebee Fort Pierce microtransit system.

CONSUMER EXPERIENCE

Freebee +



AVG. WAIT-TIMES

8.74 Minutes



CUSTOMER SATISFACTION

98.4% ★★★★★



PEAK TIMES

Th-F 4pm - 8pm
Sa 4pm - 10pm
Sun 1pm - 5pm

Freebee offers an exceptional customer experience, marked by convenience, engagement, and community connection. Customers relish the seamless ease of use, which makes moving around town not just simple but also enjoyable.

Our drivers, known for their friendly demeanors and local knowledge, play a significant role in enhancing the Freebee experience. They serve as invaluable guides, sharing insights about the community, local businesses, and attractions, transforming an ordinary ride into a journey of discovery.

This uniquely enjoyable and informative travel experience has cultivated a high level of customer satisfaction, with users expressing a genuine fondness for Freebee. Not only does Freebee make transportation accessible and hassle-free, but also fosters a sense of connection within the community that customers love and relate back to their experience on Fort Pierce.

"It was exceptional. Great driver, and great experience. Tremendous service!" ~ Sam P.

"Such a cool experience! The driver kept good conversation and was super polite. I LOVE this addition to downtown!" ~ Mary H.



ECONOMIC IMPACT

WHERE ARE PEOPLE RIDING?



Restaurant & Bars



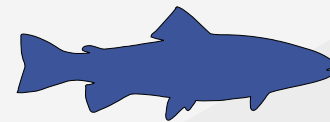
Jetty Park



Fort Pierce & Harbour Isle Marina



Manatee Observation & Education Center



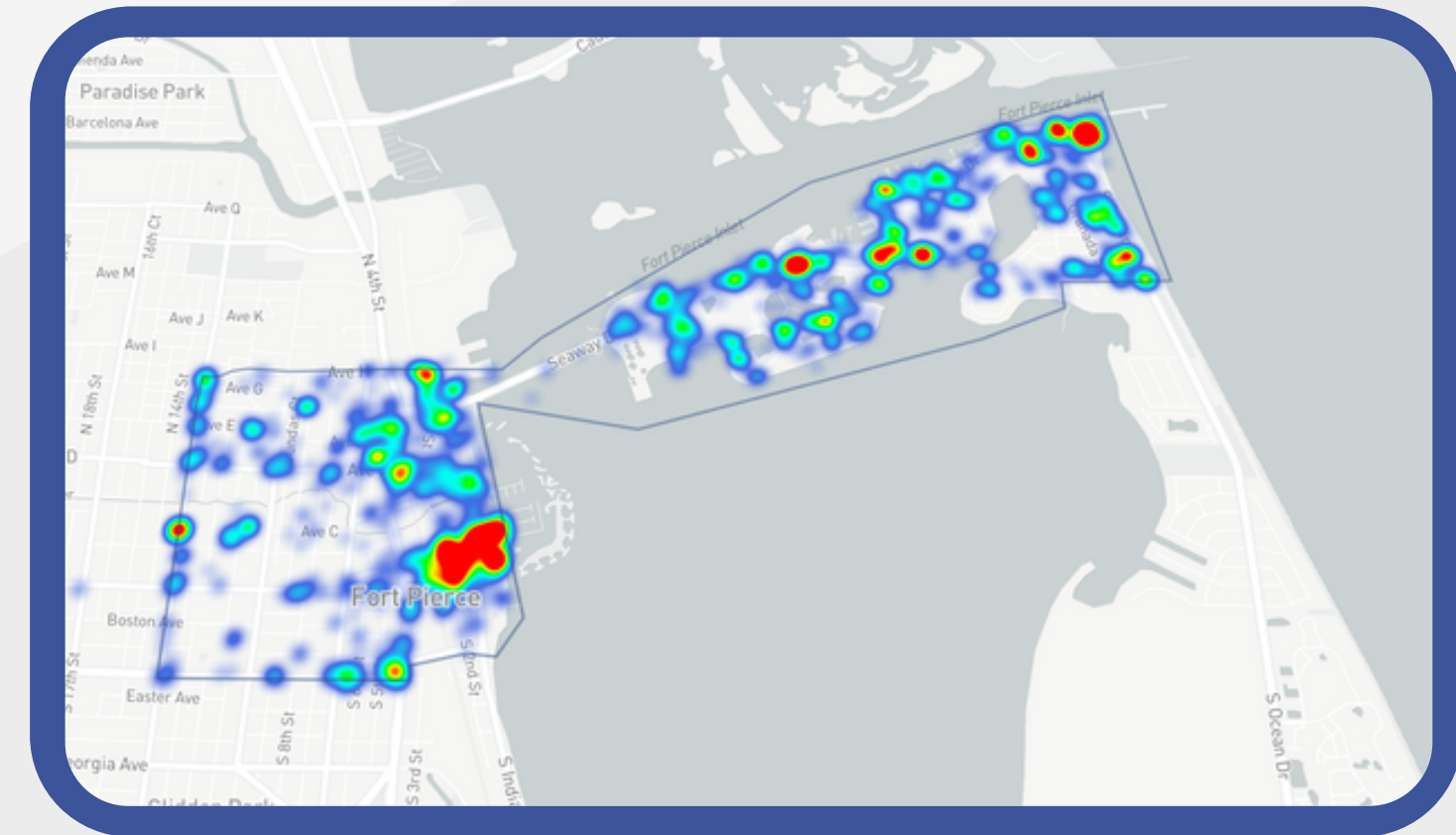
St. Lucie County Aquarium



Beach Access Points



Beachside Hotels





ECONOMIC IMPACT

CONNECTIONS MADE EASY



With the Ride Freebee app, people have access to learn about **55+** Fort Pierce restaurants and other local businesses and then 1-click request a free ride to their destination.

FREE PROFILES FOR LOCAL BUSINESSES



We connect local businesses to our ridership by offering a free profile on the Freebee app to the businesses that we connect with.

EMPOWERING LOCAL BUSINESSES



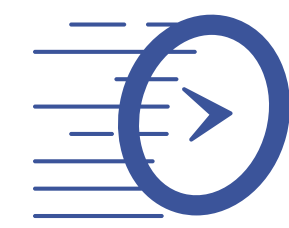
The Freebee App goes the extra mile to empower local businesses by illustrating the substantial advantages they gain from this exceptional service.

SAVING MONEY, SUPPORTING LOCAL EXPERIENCES



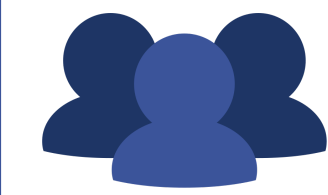
Saving people \$25+ on round trip rideshares when they go out, Freebee enables them to keep that money in their pocket and instead spend it on a local experience.

CONVENIENCE = VIBRANT LOCAL COMMUNITIES



People love convenience! Convenience makes it easy to go shopping, touring, or out for a night on the town. Inconvenience keeps people home.

STAFFING SOLUTIONS WITH FREEBEE



A ride to work can be the difference between businesses being fully staffed for the day. Lack of staffing has been plaguing businesses across the country and Freebee mitigates this problem.

REDUCING CONGESTION, ENHANCING EXPERIENCES



Freebee reduces traffic congestion! Time spent in traffic or hunting for parking is time that can be better spent enjoying what the amazing local business community has to offer.

SAFE AND RESPONSIBLE TRAVEL WITH FREEBEE



Freebee is a real alternative to drinking + driving. Alcohol-related traffic accidents are costly, both in terms of monetary and quality of life.

EASING PARKING DEMAND AND COMMUTING WOES



Freebee lowers the demand for parking spots. Thus freeing up parking spots for customers that want to drive in from farther away. People are less likely to drive to areas that are not likely to have available parking.

ENVIRONMENTAL IMPACT

We're proud to lead the charge in sustainable transportation with our 100% electric car fleet, making a significant contribution to environmental protection. Our use of electric vehicles (EVs) enables us to reduce the greenhouse gas emissions usually associated with conventional vehicles, creating cleaner air and a healthier environment.

Our electric fleet demonstrates not just our commitment to modern, efficient transportation, but also to a sustainable future. We are actively promoting renewable energy use, diminishing reliance on fossil fuels, and proving that public transport can operate seamlessly with minimal environmental impact.

By operating EVs in populated areas like Fort Pierce, we're also contributing to noise pollution reduction, resulting in quieter, more peaceful urban environments. In essence, we at Freebee aren't just revolutionizing travel; we're playing a crucial part in combating climate change and securing a greener future for our communities.

100% Electric Vehicles



2,232,615 GM CO2 SAVED





FUTURE EXPANSION

In May 2023, Freebee collaborated with Fort Pierce and St. Lucie County to submit an FDOT grant application, aiming to expand the current service and enhance transportation offerings. This will help take the service from a pilot to an actual program.

The grant's objectives are to:

1. Elevate service coverage from 4 days per week (40 hours) to 7 days per week (70 hours).
2. Extend the current service zone to encompass additional residential neighborhoods.

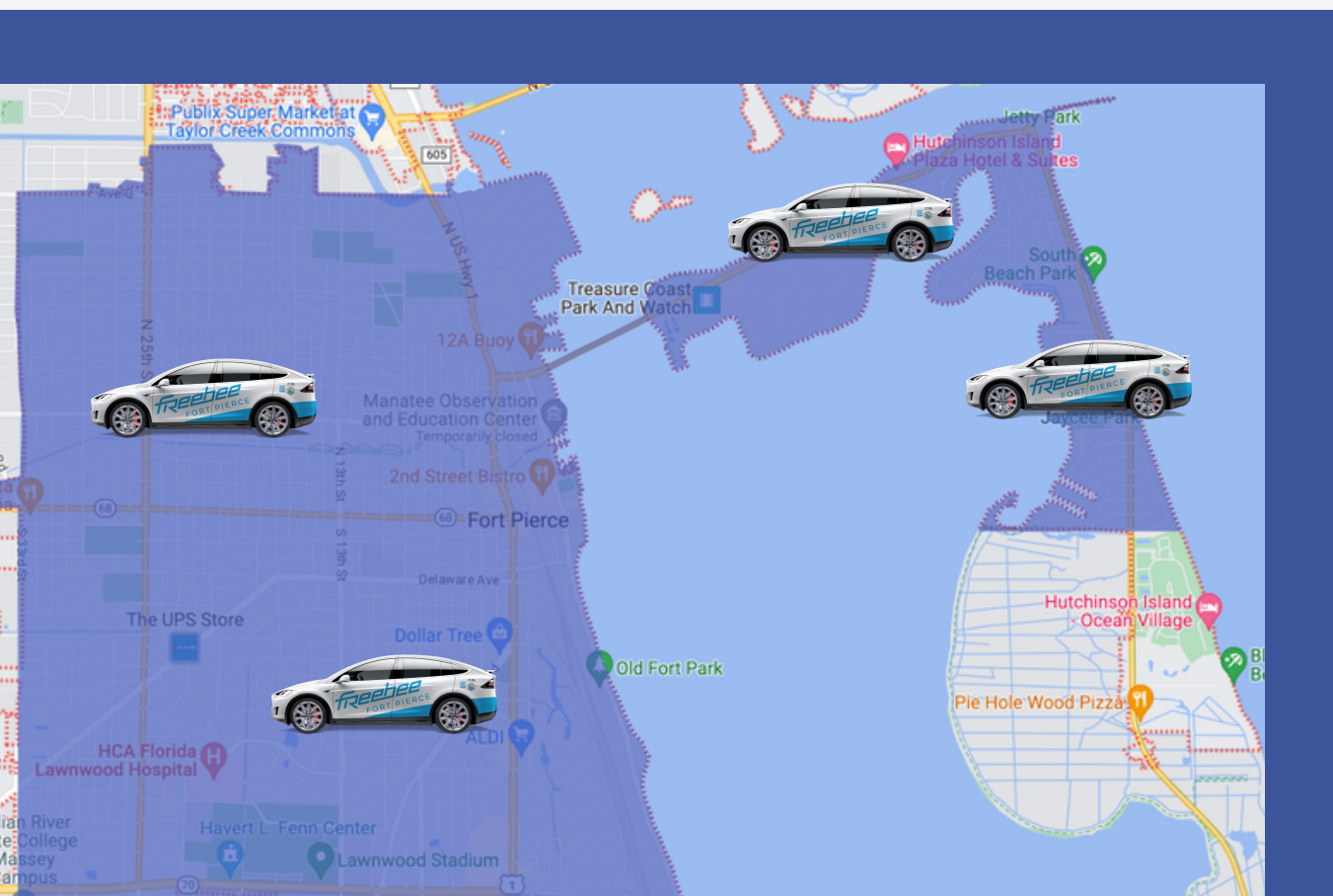
Exciting News! The grant has been officially awarded to St. Lucie County, which will allocate funds to Fort Pierce for the planned expansion. Fort Pierce will receive up to 3 years of grant funding that will subsidize 50% of all operating costs.

Projected Costs for the increased service amount to \$520,000 annually:

- \$260,000 allocated by Fort Pierce
- \$260,000 granted by FDOT
- This not only yields Fort Pierce an annual savings of \$160,000 but also elevates service levels by an impressive 75%!!

Upcoming Steps:

- Collaboration between Fort Pierce and St. Lucie County to establish an interlocal agreement.
- Joint efforts between Fort Pierce staff and Freebee to determine new operating hours and design an expanded service map.
- Strategize and plan the new service expansion, with the anticipated launch date of October 1st, 2023.





THANK YOU

Freebee has undeniably played a vital role in Fort Pierce, elevating the transportation experience for residents and visitors alike. Our exceptional customer satisfaction levels, dedicated ambassador drivers, and convenient on-demand service have made Freebee an indispensable part of the city's mobility landscape. To foster continued growth and elevate the Downtown and Beachside areas, prioritizing the enhancement and expansion of Freebee's service is crucial, as it promises to cultivate stronger connections within the community, boost local businesses, and ensure a more sustainable and enjoyable future for all.

JASON SPIEGEL
MANAGING PARTNER



(215) 370-5699



www.RideFreebee.com



FPRA Regular Meeting

8. b.

Meeting Date: August 8, 2023

Re: Award RFP 2023-037 for the General Contractor Services for the Old St. Anastasia Exterior Restoration Project and Authorize Staff to Enter into Negotiations with the Highest Ranked Respondent, Innovative Masonry Restoration LLC.

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

SUBJECT:

Award RFP 2023-037 for the General Contractor Services for the Old St. Anastasia Exterior Restoration Project and Authorize Staff to Enter into Negotiations with the Highest Ranked Respondent, Innovative Masonry Restoration LLC.

SUMMARY:

Within the Fort Pierce Redevelopment Agency's (FPRA) 2022-2023 Fiscal Year Project-Based Budget, there is an allocation of \$500,000 towards the exterior restoration of the Historic Old St. Anastasia Catholic School building, located at 100 S. 10th Street, Fort Pierce, FL. The purpose of this project is to beautify the community by improving the exterior condition of the building. Moreover, this is part of the FPRA goal of enhancing and developing the Peacock Arts District and celebrating and supporting historic preservation within the redevelopment area.

Through the City's Purchasing Division, a Request for Proposals was issued for a period of thirty days, beginning on April 24, 2023, to acquire contractual services for this project. The Purchasing Division received one submittal by the bid closing date, and the proposal was evaluated by city staff.

FPRA staff will present the proposal and the results of the evaluation to the board for direction.

RECOMMENDATION:

Award RFP 2023-037 and Authorize Staff to Enter into Negotiations with the Highest Ranked Respondent, Innovative Masonry Restoration LLC.

ALTERNATIVES:

Staff will proceed as directed by the Board.

RESPONSIBLE STAFF:

Marsha Commond, Redevelopment Specialist

COORDINATED WITH:

Georgia Montgomery, Purchasing Agent

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2022-2023
Account: 104-9400-554-000-000
Amount: \$500,000

OTHER INFORMATION:

N/A

Attachments

Old St. Anastasia RFP Presentation Slides
Request for Proposals No. 2023-037
RFP Addendum No.1
RFP Addendum No. 2
Bid Tabulation
Cumulative Evaluation Sheet
Proposal by Innovative Masonry Restoration LLC



The Exterior Restoration of the Historic Old St. Anastasia Building Project

REQUEST FOR
PROPOSALS (RFP)
RESULTS

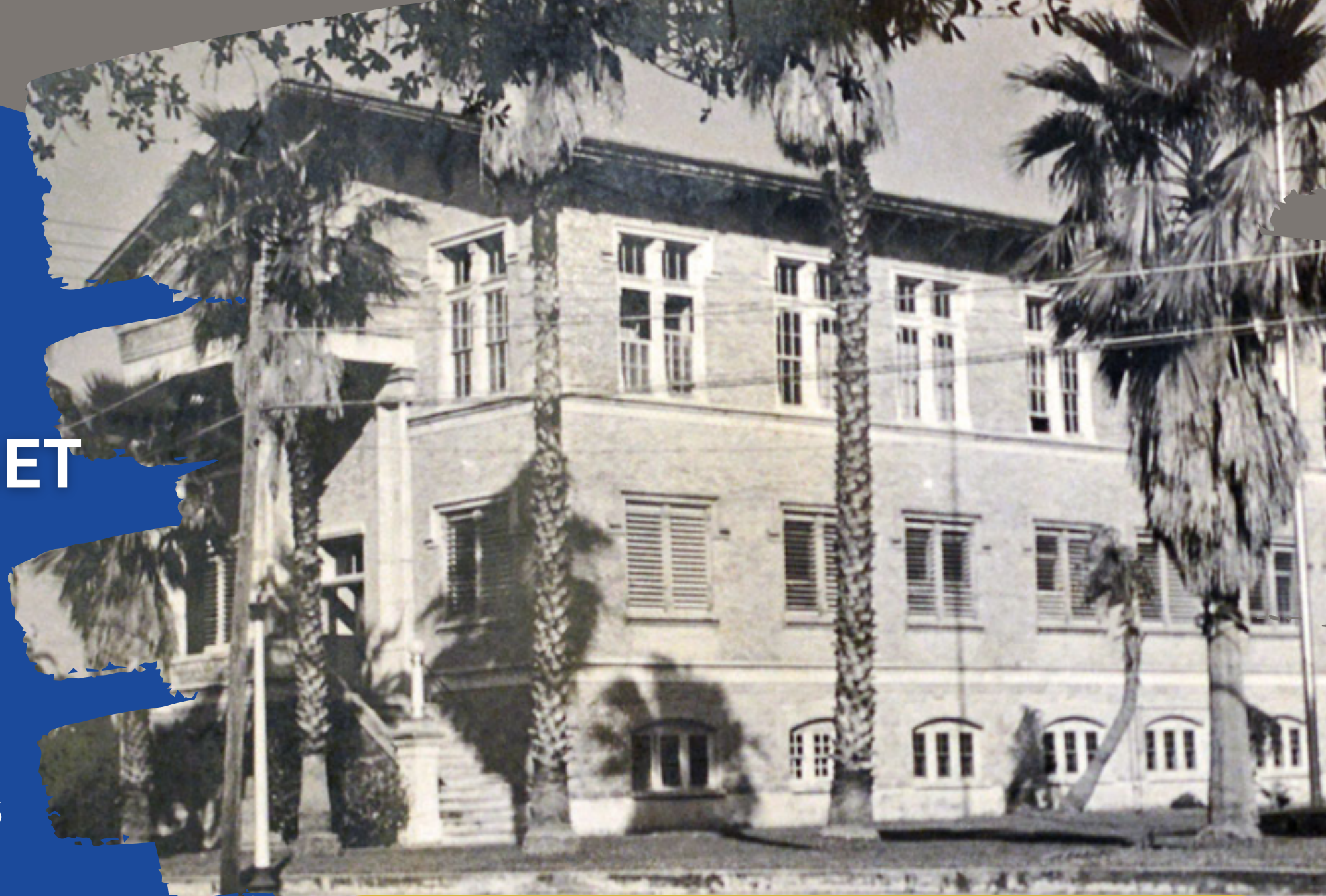
PRESENTED BY MARSHA COMMOND, MPA



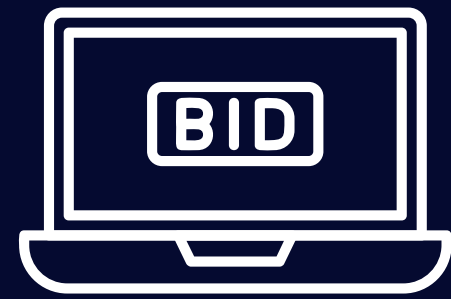
2022-2023 Fiscal Year FPRA PROJECT-BASED BUDGET \$500,000 Allocation

GOALS

- 1 To enhance and develop the Peacock Arts District.
- 2 To celebrate and support historic preservation within the Redevelopment Area.



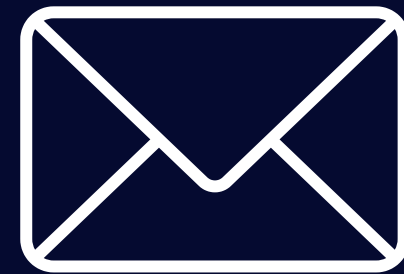
HISTORIC PHOTO OF THE OLD ST.
ANASTASIA CATHOLIC SCHOOLHOUSE.
BUILT IN 1914.



RFP ISSUED



SITE VISIT



1 SUBMITTAL



EVALUATION
BY STAFF

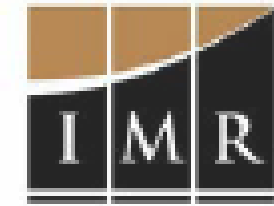
TIMELINE



EXISTING CONDITION

- Corporate office in Minneapolis, MN, with a branch in Englewood, FL.
- Has an extensive history serving other various groups.
- Specialized in masonry restoration and historic preservation projects.
- Services include inspections, cleaning, rebuilding, repairing, etc.
- Proposed cost : \$498,850.96

Background



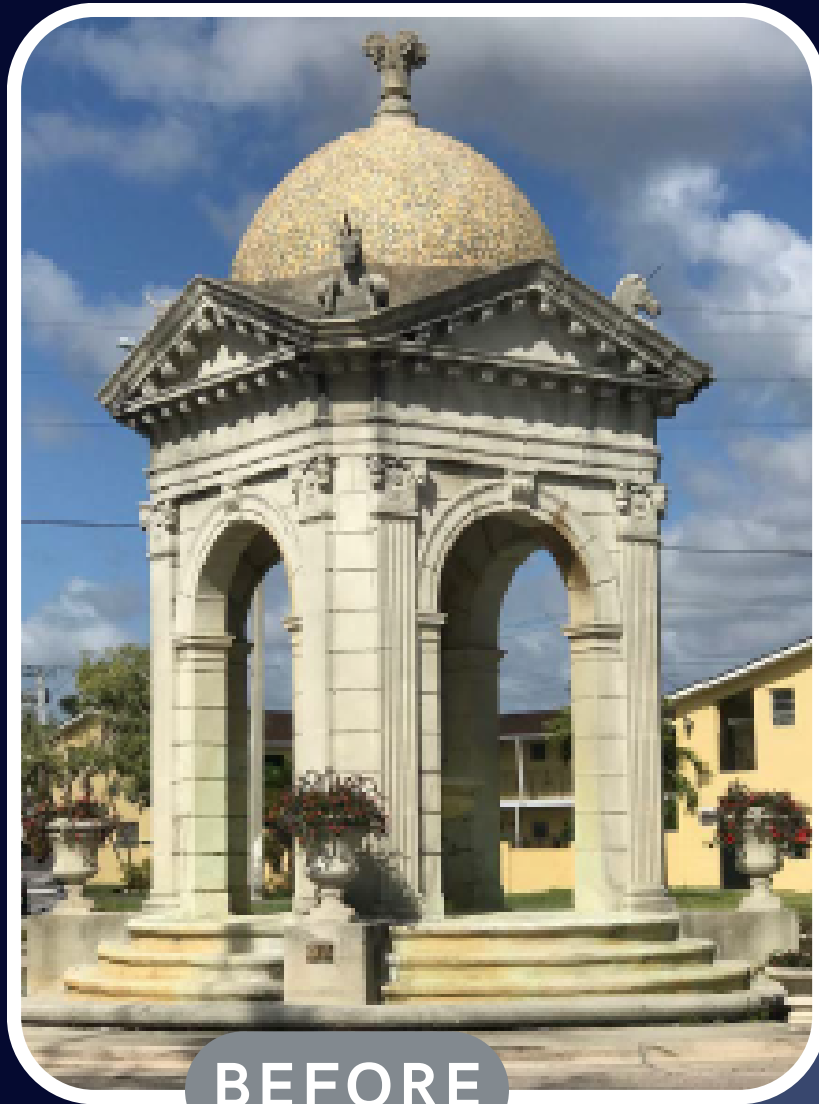
INNOVATIVE
MASONRY
RESTORATION, LLC

8210 Manasota Key Road, Englewood, FL 34223
612-548-5589 (O) 888-751-5402 (F)
www.imrestoration.com



RFP NO 2023-037: Design Build
Old St Anastasia Exterior Restoration

FULFORD BY THE SEA MONUMENT -N. MIAMI BEACH



BEFORE



AFTER

CITY HALL - TARPON SPRINGS



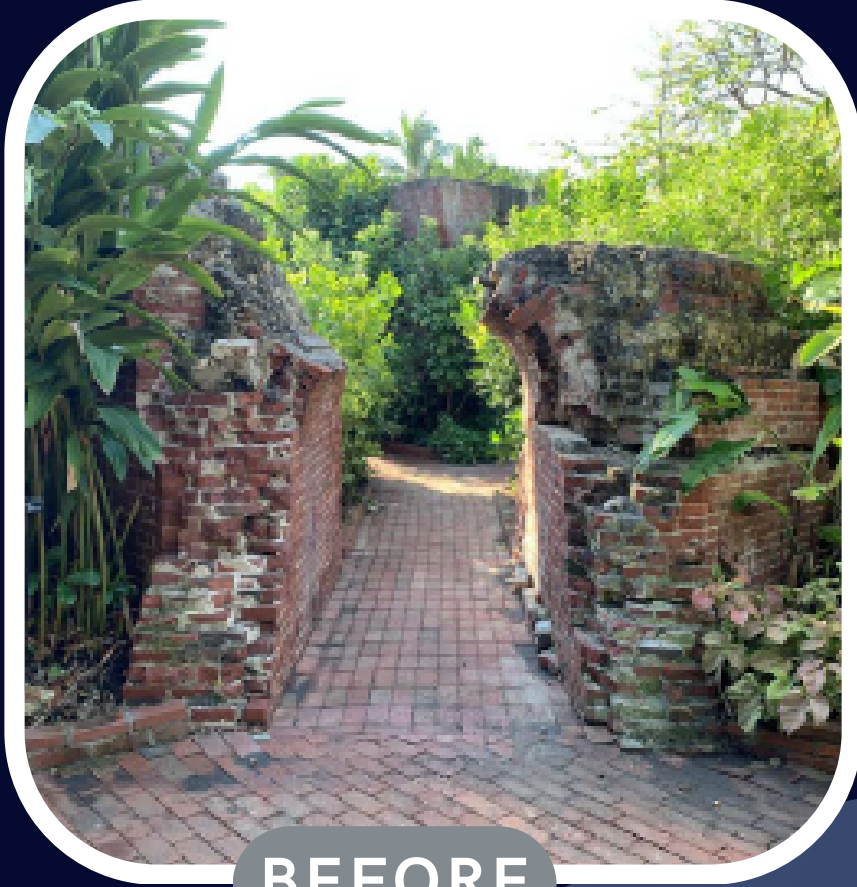
BEFORE



AFTER

PAST WORK

WEST MARTELLO TOWER CITADEL -KEY WEST,FL



BEFORE



AFTER

CENTRAL BUSINESS OFFICE - NEW SMYRNA BEACH



BEFORE



AFTER

PAST WORK

APPROACH



Pre-Restoration Phase

Research and planning activities.



Restoration Phase

Restoration, construction and other related activities.

**RFP NO. 2023-037
CUMULATIVE
EVALUATION**

RESPONDENTS	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	TOTAL
INNOVIATIVE RESTORATION LLC. ENGLEWOOD, FL	91	98	98	287

Criteria

- 1. Key personnel, credential & qualifications
- 2. Firm's experience with the restoration of historic structures
- 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

100



Recommendation

Approval to authorize staff to negotiate with the highest rank bidder.

A large, multi-story building with a classical portico and a stone base, showing signs of decay and renovation. The word "Questions?" is overlaid in large white text. The building features a prominent portico with four columns and a pediment. The lower portion is constructed of rough-hewn stone blocks, while the upper floors are brick. A set of stairs leads up to the portico, and a fire escape is visible on the right side. The sky is clear blue, and there are trees and a grassy area in the background.

Questions?

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: Gelencia Carter, 772-467- 3102

RFP No: 2023-037

Pre-Proposal Site-Visit Date:
 10:00AM, WEDNESDAY, MAY 10, 2023

RFP Title: GENERAL CONTRACTOR
 SERVICES – OLD ST. ANASTASIA
 EXTERIOR RESTORATION

Pre-Proposal Site-Visit Location:
 Old St. Anastasia
 910 Orange Avenue
 Fort Pierce, FL 34950

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, WEDNESDAY, MAY 31, 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:

Mailing Address:

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.

X _____
 Authorized Signature (Manual)

City, State, Zip Code:

Typed or Printed Name:

Type of Entity (Select one):
 Corporation _____
 Partnership _____
 Proprietorship _____

Title:

Incorporated in the State of: _____ **Year:** _____

Delivery in _____ **days, ARO**

Phone Number:

Payment Terms: Net 30 Days

Fax Number:

FEIN or SS Number:

E-Mail Address:

Local Business: ___Y ___N **MWBE:** ___Y ___N

Bid Security is attached, when required, in the amount of \$ _____
 F.O.B. DESTINATION

If returning as a "No Bid" state reason:

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

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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

INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the Fort Pierce Redevelopment Agency (FPRA) or the CITY, the CONTRACTOR hereby expressly agrees to indemnify and hold the FPRA and the CITY harmless against any and all expenses and liabilities arising out of the performance or default of this Contract as follows:

CONTRACTOR shall indemnify and hold harmless, to the maximum extent permitted by law, FPRA and the CITY and their officials, 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, 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 Contract.

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 Contract.

CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which FPRA or the CITY may immediately terminate or suspend this Contract.

INSURANCE REQUIREMENTS

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 Insurance/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance (NCCI), without restrictive endorsements, other than any endorsement 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 policy must be endorsed to waive the insurer's right to subrogation against FPRA and the CITY, and their respective officials, officers and employees in the manner which would result from the attachment of NCCI's Waiver of Our Right to Recover From Others Endorsement (Advisory Form WC 00 03 13) with FPRA and the CITY, and their respective officials, officers and employees scheduled thereon.

Commercial 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, and their respective officials, officers and employees shall be included as an "Additional Insureds" on a form no more restrictive than ISO Form (CG 20 10, Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement) and ISO Form CG 20 37 (Additional Insured – Owners, Lessees or Contractors-Completed Operations). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

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 which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

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 restrictive endorsements other than those required by the State of Florida or those under which an ISO filing must be attached to the policy (i.e., mandatory endorsements). The policy shall include coverage for liability contractually assumed, and 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:

\$1,000,000 Each Occurrence – Bodily Injury and Property Damage Combined

Design Professional Liability

Any entity hired to perform professional design services as a part of this Contract shall maintain professional liability coverage. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made 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 amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Per Claim
 \$1,000,000 Per Aggregate

Pollution Legal Liability

Any entity hired to perform services as part of this contract for environmental or pollution related concerns shall maintain Contractor’s Pollution Liability coverage. Such insurance shall cover Contractor for liability resulting from pollution of other environmental impairment arising out of, or in connection with, work performed under this Contract, or which arises out of, or in connection with this Contract, 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.

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

The insurance shall include the FPRA and the CITY, and their respective officials, officers and employees as additional insureds.

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

\$1,000,000 Per Loss
\$2,000,000 Annual Aggregate

Property Insurance (Builders Risk / Installation Floater)

100% Contract Value. Such insurance shall be on a form acceptable to the CITY's Risk Management Department. The Property policy shall include SPECIAL FORM/ALL RISK COVERAGES. The Property policy shall not be subject to a coinsurance clause. A maximum \$10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. The FPRA and the CITY shall be included as Insureds and as Loss Payees.

Payment Bond and Performance Bond

CONTRACTOR shall execute, deliver to the FPRA and the CITY, in accordance with the performance and payment bond requirement, and record in the public records of the county where the improvement is located, a statutory payment bond and a common law performance bond in the amount of this Agreement. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording. The payment and performance bonds shall be issued using the Statutory Payment Bond form and the Common Law Performance Bond form provided by the CITY.

Each bond shall be signed on behalf of the CONTRACTOR by an individual who is duly authorized to execute the bond on behalf of the CONTRACTOR. Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties, and (b) the Power-of-Attorney for the Attorney-in-Fact who has executed the bond.

All bonds required under this Agreement shall be written with a surety holding a certificate of authority authorizing it to write surety bonds in Florida and the surety bond shall be countersigned by a licensed Florida agent appointed by the surety. The surety shall have a minimum Best's Rating of "A-" according to A.M. Best Company and shall also maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision.

General Conditions

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

Except as otherwise specifically authorized in this Agreement, or for which 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. Under limited circumstances, FPRA may permit Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. All applicable deductibles and self-insured retentions must be disclosed to and approved by FPRA and the CITY prior to being used to satisfy any of the insurance requirements contained herein. Contractor shall pay on behalf of FPRA or the CITY, or their respective officials, officers, and employees any deductible or self-insured retention applicable to a claim against FPRA or the CITY, or their respective 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.

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.

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

Certificates of Insurance must be completed as follows:

Certificate Holder

**Fort Pierce Redevelopment Agency
c/o City of Fort Pierce
Attention: Risk Manager
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480**

Additional Insured for 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. **PROPOSAL OPENING**

Proposals are due on or before **3:00 PM, Wednesday, May 31, 2023.**

2. **DELIVERY OF PROPOSALS**

Proposal response may be submitted in hard copy or electronically. Please see below instructions for submitting your bid response.

2.1 **HARD COPY SUBMISSIONS**

One (1) original and one (1) USB drive copy of sealed proposals. **DO NOT USE RINGED BINDERS OF ANY KIND.** All copies will be on 8 ½" x 11" plain, white paper, typed or printed, and signed by the Proposer's contractually binding authority and shall be mailed or delivered to:

2.2 **OPTIONS FOR ELECTRONIC SUBMISSIONS**

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided, see Appendices section of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

NOTE: Please ensure that if a third-party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Proposal Submittal **only** to Room 101, in the Purchasing Division on the first (1st) floor at the above address.

Proposals mailed to 100 N.US Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

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 purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (<http://www.cityoffortpierce.com/187/Purchasing>).

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

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

3. PRE-PROPOSAL SITE-VISIT

A Site-Visit will be held at **10:00 A.M., Wednesday, May 10, 2023**, at **910 Orange Avenue Fort Pierce**, All interested proposers are encouraged to attend this site-visit.

4. INQUIRIES/QUESTIONS

3.1 All inquiries must be in a written format and addressed to City of Fort Pierce Executive Director with a copy to the Purchasing Manager:

TO
Marsha Commond
Redevelopment Specialist
100 North U.S. Hwy. 1
Fort Pierce, FL 34954-1480
Fax: 772-460-6847
Email: mcommond@cityoffortpierce.com

COPY
Geleucia Carter
Purchasing Manager
100 North U.S. Hwy. 1
Fort Pierce, FL 34950
Fax: 772-467-3848
Email: purchasing@cityoffortpierce.com

a. No inquiries will be received no later than **5:00 PM, May 18, 2023**.

5. INSTRUCTIONS FOR PREPARING PROPOSALS

5.1 GENERAL

The Proposer(s) warrants its response to this Request for Proposals to be fully disclosed and correct. The proposer must submit a response complying with this RFP, and the information, documents and material submitted in the proposal must be complete and accurate in all material aspects. All proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response.

The proposal must be submitted on 8 1/2" x 11" paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately.

It is expressly understood that the Evaluation Committee's preference/selection of any proposal does not constitute an award of a contract with the City of Fort Pierce. It is further expressly understood that no contractual relationship exists with the City of Fort Pierce until a contract has been formally executed by both the City of Fort Pierce, and the selected Proposer. It is further understood, no Proposer may seek or claim any award and/or reimbursement from the City of Fort Pierce for any expenses, costs, and/or fees (including attorneys' fees) borne by any Proposer, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Proposer.

6. SUBMISSION 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 Fort Pierce Redevelopment Agency 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 V, 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 the Restoration of Historic Structures**
 - i. Explain the firm's qualification and experience in the construction and restoration of at least three historic structures along with examples of this work.
 - ii. Examples of work should include date, name of client/entity to whom the project was completed for, firm's involvement, the length of time taken to complete the projects, before and after photos and the estimated project budget.
- d. Tab 4: Ability to Meet Project Scope**
 - i. Provide a project schedule and process that identifies general timeframes for design, permitting, and restoration activities.
- e. Tab 5: Preliminary Design Concepts**
 - i. Provide a comprehensive visual illustration and list of all exterior/façade improvements.
- f. Tab 6: Price**
 - i. Provide the estimated cost schedule for this project.

7. EVALUATION METHOD

7.1 The City shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The City reserves the right to investigate the financial capability, reputation, integrity, skill, business experience, and quality of performance under similar operations of each Proposer, including stockholders and principals before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposal and Proposers. The City’s decisions will be final.

7.2 The City of Fort Pierce shall appoint an Evaluation Committee to review and evaluate all submitted proposals and establish a list in order of preference of no fewer than three Proposers deemed to be the most qualified to provide the service requested based on the criteria set for below. The ranking of Proposals will be at the sole discretion of the Evaluation Committee and any protests by any Proposer that is not selected will not be considered.

7.3 EVALUTION CRITERIA

The City’s evaluation criteria will include, but shall, the following:

	EVALUATION CRITERIA	WEIGHT
1	Key personnel, credentials, and qualifications	10
2	Firm’s experience with the restoration of historic structures	10
3	Past performance and references	20
4	Ability to meet project scope	20
5	Preliminary design concepts	20
6	Price	20
Total		100

7.4 The City of Fort Pierce reserves the right to negotiate a contract with the highest evaluated proposer as determined by the Evaluation Committee. The City of Fort Pierce reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract. Should negotiations with the highest evaluated proposer not produce an acceptable contract, the City of Fort Pierce reserves the right to begin negotiations with the second highest qualified proposer, and so on, until an acceptable contract is negotiated, or to break off negotiations with all firms and not award a contract. The responsibility for final selection and award of a contract rests solely with the City of Fort Pierce.

8. REQUEST FOR ADDITIONAL INFORMATION

The proposer shall furnish such additional information as the City of Fort Pierce may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

During the proposal evaluation, the City of Fort Piece reserves the right to request additional written information to assist in the evaluation of these qualifications.

9. CERTIFICATE OF INSURANCE AND BONDING REQUIREMENTS

9.1 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.

9.2 BOND REQUIREMENTS

Performance and Payment Bonds will be required of the successful bidder in the amount of 100% of the contract amount. **See Section IV, Sample Contract, Article 18**, of these specifications.

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 your submittal.

12. REFERENCES

Please provide a detailed list of reference showing your expertise and experience in providing the services requested. A minimum of three (3) Customer references are required for this Bid. References should include name of the customer, address, contact person and telephone number.

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.

15. INDEMNIFICATION

The parties recognize that the Proposer is an independent Contractor. Proposer agrees to assume liability for and indemnify, hold harmless, and defend The City of Fort Pierce, its commissioners, mayor, officers, any appointed committee members, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of

the Proposer, its officers, employees, agents, and representatives. Proposer's liability hereunder shall include all attorney's fees and costs incurred by The City of Fort Pierce in the enforcement of this indemnification provision. This includes claims made by the employees of the Proposer against The City of Ft. Pierce and the Proposer hereby waives its entitlement, if any, to immunity under Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability The City of Fort Pierce may have under the doctrine of sovereign immunity or Florida Statutes.

16. LICENSES

Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida & the City of Fort Pierce prior to the signing of a contract. Should the Proposer not be able to obtain licenses and certifications, then contract negotiations will be terminated. Any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, the City of Fort Pierce, etc., are the responsibility of the Proposer. The selected Proposer shall be responsible for knowledge of and compliance with all relative local, state and Federal codes and regulations.

17. ACCURACY OF QUALIFICATION INFORMATION

Any Proposer which submits in its proposal to The City of Fort Pierce any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

18. PROHIBITION AGAINST CONTINGENT FEES

It shall be unethical for a person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Proposer to solicit or secure a Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Contract. For the breach or violation of this provision, The City of Fort Pierce shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION IV

STATEMENT OF WORK

1. FORT PIERCE REDEVELOPMENT AGENCY (FPRA)

The FPRA is a dependent district established by the City of Fort Pierce for the purpose of carrying out redevelopment activities that include reducing or eliminating blight, improving the economic health of an area, and encouraging public and private investments in the FPRA district. The boundary of the FPRA District runs east along 33rd Street to and west to South Beach, and north from Avenue Q to Georgia Avenue. The FPRA comprises of five districts, which are: the Downtown District, Fisherman's Wharf Port District, Lincoln Park, Peacock Arts District and South Beach District.

2. OLD ST. ANASTASIA'S HISTORY



The Old St. Anastasia Catholic School is a three-story brick structure located within the Peacock Arts District on the corner of 10th Street and Orange Avenue in Fort Pierce Florida. It sits as one of the most historic sites in the City of Fort Pierce, dating back to 1914. In its heyday, it served as a schoolhouse for children in Fort Pierce and surrounding areas and was owned and operated by the catholic church. It was later vacated and sold to the Fort Pierce Redevelopment Agency. In addition, it is now listed in the U.S. National Register of Historic Places. Through the ages, Old St. Anastasia's charm and historical

architecture has remained intact and stands as a magnificent structure with the potential to improve the aesthetics of the community and serve as a vibrant multi-cultural hub full of activities, food, retail, and entertainment for all ages.

3. PROJECT OBJECTIVE

The FPRA is seeking an experienced firm (hereinafter known as "Contractor") to provide services to restore the exterior of the Historic Old St. Anastasia Catholic School building, using a balance of core preservation priorities with required improvements that makes the building appealing. The proposed restoration must follow the Secretary of the Interiors Standards for Historic Restoration. If the Contractor chooses to solicit bids from its pre-qualified subcontractors to perform the work, it shall participate in the City's goal to develop subcontracting and employment opportunities to local business and residents. The guiding principle of the restoration will be to "repair and replace" on the building's exterior to achieve the FPRA's goal to restore and redevelop abandoned and/or historically significant structures.

Current image of Old St. Anastasia (left to right): front view, east side view.



4. SCOPE OF SERVICES

In general, the services required are for the restoration of all exterior elements of Old St. Anastasia, from the windows and pillars to the stairs and brick façade (except the roof, which was newly installed). The FPRRA would like the Old St. Anastasia building to be restored to its former glory with improvements that imitates and preserves its unique historical architecture that dates to the early 1900s. The Contractor is expected to conduct pre-restoration phase services (such as research of the historic appearance and elements) prior to beginning restoration activities.

a. Specific Improvements should include:

- a. Reconstruct all exterior aspects of the building that are deteriorating or elements that are missing from its original design that does not conflict with local, state, or federal laws or guidelines.
- b. Replace broken windows and fix cracks and other blemishes.
- c. Exterior finishes.
- d. Repaint or refresh bricks/stones and trim.

b. Pre-restoration phase services by the Contractor may include the following:

- a. Research historic appearance and elements (Historic photographs should be used to identify and preserve original finishes.)
- b. Detailed cost estimating and knowledge of marketplace conditions.
- c. Prepare restoration plans, specifications, and project planning and scheduling.
- d. Advise the City of methods to gain efficiencies in project delivery.
- e. Incorporate the owner's sensitivity to quality, safety, and environmental factors.
- f. Recommend and select sub-contractors for the project.
- g. Bid project in accordance with the City of Fort Pierce and State requirements for procurement of subcontractor and supplier bids.

c. Restoration phase services by the Contractor will include:

- a. Assure that the property remains secure during construction activities.
- b. Coordinate with the City, other government agencies, utility companies, and all other project stakeholders.
- c. Arrange for on-time procurement of materials and equipment.
- d. Schedule and manage site operations.

- e. Bid, award, and manage all construction related contracts while meeting City of Fort Pierce and State requirements for procurement of subcontractor and supplier bids.
- f. Provide quality controls.
- g. Bond and insure the construction.
- h. Address federal, state, and local permitting requirements and the Secretary of the Interiors Standards for Historic Rehabilitation requirement; and
- i. Maintain a safe work site for all project participants.

d. Project Timeline: The project timeline will be developed and approved during pre-restoration services.

5. POTENTIAL ROADBLOCKS

It will be incumbent upon the contractor to do a full assessment of the building prior to submitting a bid, so that all potential roadblocks are also communicated through the bid. A site visit will be coordinated with a designated employee of the FPRA. Contractors who are unable to attend the coordinated visit is still responsible for assessing the building for potential challenges on their own and can request a scheduled visit to access the building.

6. EXPERIENCE OF CONTRACTORS

The FPRA seeks contractors with significant experience in restoring historical buildings. Contractors must have restored a minimum of three (3) historical buildings and provide documentation as proof.

SECTION V

STANDARD FORMS

The forms listed in this section are to be complete and submitted with your proposal.



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.

(Contractor's Name)

City of Fort Pierce

(Recipient's Name)

(Authorized Signature)

Date: _____

(Print Name)

(Title)

Division Contract Number

(Street and Address)

(City, State, Zip)



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 for instructions and the latest information.

Print or type. 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 <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ 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. <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 style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	Requester'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									
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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.

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.



THE SUNRISE CITY
FORT PIERCE
PURCHASING
DEPARTMENT

Florida

REFERENCES

**RFP NO. 2023-034
OLD ST. ANASTASIA EXTERIOR RESTORATION**

Bidder shall submit as a part of the bid package, three (3) Customer references with name of the customer, address, contact person, and telephone number.

Reference 1	
Name	Name
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
Reference 2	
Name	
Contact:	
Address:	
Telephone:	
Email:	
Reference 3	
Name	
Contact:	
Address:	
Telephone:	
Email:	

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. 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 Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:	YES	NO
Is Request for Proposal cover page (page 1) completed, signed and attached?	_____	_____
Include proof of proper licensing as stated in bid documents.	_____	_____
Include proof of proper insurance as stated in bid documents.	_____	_____
Did you include a list of all materials and equipment to be used in providing the service?	_____	_____
Is Drug-Free Workplace form signed and enclosed?	_____	_____
Proposal envelope is marked accordingly	_____	_____
Are two (2) complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive) of sealed proposals?	_____	_____
Disregard, if you are going to utilize the electronic submission option	_____	_____
Is each Addendum (when issued) signed and included?	_____	_____

PLEASE SIGN AND RETURN WITH BID _____

EXHIBIT "A"
SAMPLE CONTRACT



LUMP SUM CONSTRUCTION

FOR

**GENERAL CONTRACTOR SERVICES
OLD ST. ANASTASIA EXTERIOR
RESTORATION**

CITY OF FORT PIERCE RFP NO. 2023-037

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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 _____a Florida profit corporation, whose principal address is _____ (hereinafter “CONTRACTOR”).

WITNESSETH:

WHEREAS, the CITY wishes to contract for the project identified as **General Contractor Services, Bid No. _____, 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. _____ Bid Submission, and

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

WHEREAS, the CITY’s Representative and the City Engineer 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 three-story building known as Old St. Anastasia located at 110 N. 10th St., Fort Pierce, FL 38950 (hereinafter the “Project”). This Work includes the restoration of all exterior elements of the building, except the roof. All other exterior elements will include but are not limited to; the repairing and repainting bricks, pillars, replacement of broken windows, restoring steps, and all other items. The Agreement further includes the Building Plans, _____, 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 City Engineer 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 as specified in the Notice to Proceed (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, labor disputes, fire, unusual delay in transportation, unusually 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. _____**, **General Contractor Services – Old St. Anastasia**, 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: **\$500,000** (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. 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 and paying all fees required of the CONTRACTOR by this Agreement and permits and fees customarily the responsibility of the CONTRACTOR. 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

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 City Engineer 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)(I) 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 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
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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
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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

**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](#).

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

WITNESSETH:

CONTRACTOR:

Print Name

By:

Signature

Title:

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

Appendices

DemandStar Instructions How to use E-Bidding



DEMANDSTAR

B u i l d i n g C o m m u n i t i e s .

(E-bidding) Electronic Bidding Instructions

Introduction

To submit a bid electronically (e-bidding) on DemandStar

- The project **MUST** be setup for e-bidding by the government agency advertising the opportunity

Bid Identifier	Agency Name	Bid Status	Broadcast Date	Date Due ▼	Name	Actions
RFP-2019-01-0-2019/df	Town of Malabar	Active	5/15/2019	5/31/2019	Malabar Parks and Recreation Board Memorial Wall Project	Planholders, Download/Order, Details
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching "Backpack Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	E-Bidding, Planholders, Download/Order, Details



How to check if it is an e-bidding opportunity

- Not all opportunities posted on DemandStar by government are available for e-bidding
- Those that are available for you to electronically bid will list "e-bidding" as an available "ACTION" when you look at the project details

In order to do
e-bidding

1. Click on “E-bidding” in
the actions column

Bid Identifier	Agency Name	Bid Status	Broadcast Date	Date Due ▼	Name	Actions
RFP-2019-01-0-2019/df	Town of Malabar	Active	5/15/2019	5/31/2019	Malabar Parks and Recreation Board Memorial Wall Project	Planholders, Download/Order, Details
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching “Backpa Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	E-Bidding, Planholders, Download/Order, Details



In order to do
e-bidding

2. Enter your contact information and enter in all required fields

Note: You **MUST** put a number of the “BID AMOUNT” box. However, that number can be 0 so as to allow for a more detailed description of your bid through your uploaded documents.

Contact Information

**indicates required fields*

Company Name *

Address 1 *

Address 2

City *


State *

Postal Code *

Phone *

Fax

Country *

 Bid Amount *

Alternate Bid Amount

Notes

In order to do e-bidding

- In the agency required documents section – check the documents you intend on uploading and fulfilling. By checking these boxes this is **ONLY** an acknowledgement of how you will fulfill the requirement. You still have to upload the documents.

Required Documents



The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online) and which ones you will submit directly to the agency (offline).

Agency Required Documents

Document	None	Online/ Electronic	Offline/ Manual	Not submitting
-				
Bid Reply	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Checklist	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Subcontractor List	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Current Workload, List of Projects and Completion Dates	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Questionnaire	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Drug Free Workplace Form	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

In order to do e-bidding

Upload your response documents in an accepted file format

Make sure that you have covered and uploaded all the required documents

E-Bid Response Documents

Agency Name	City of Port St. Lucie, Procurement Management Department
Bid Number	EBID-20190077-0-2019/HF
Bid Name	Purchase Breaching "Backpack" Kits, Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded
Bid Due Date	5/31/2019 3:00:00 PM Eastern time
Bid Opening	14 days, 21 hours, 45 minutes, 5 seconds

No response documents uploaded

Agency Accepted File Formats



Formats

Adobe Acrobat (*.PDF)
Microsoft Excel (*.XLS)
Microsoft Excel (*.XLSX)
Microsoft PowerPoint (*.PPT)
Microsoft Word (*.DOC)
Microsoft Word (*.DOCX)

Upload Electronic Documents

** indicates required fields*



Document Title *

Specify Upload Document *

Choose File No file chosen

(Type the path of the document, or click the Browse button.)


Upload

In order to do e-bidding

Once you decide you've uploaded all your documents that you would like to submit, make sure you click the **NEXT** button at the bottom of the screen

E-Bid Response Documents

Agency Name City of Port St. Lucie, Procurement Management Department
Bid Number EBID-20180218-0-2018/jer
Bid Name Sculpture on Lawn at City Hall Temporary Art Installation
Bid Due Date 1/9/2019 2:00:00 PM Eastern time
Bid Opening 100 days, 1 hour, 20 minutes, 11 seconds

	Document Title	Format	Size	Uploaded	Status	Action
1	 E-Bidding for Suppliers	Microsoft Word	12 Kb	10/1/2018 9:39:50 AM	Complete	View , Remove

Agency Accepted File Formats

Formats
Adobe Acrobat (*.PDF)
Microsoft Excel (*.XLS)
Microsoft Excel (*.XLSX)
Microsoft PowerPoint (*.PPT)
Microsoft Word (*.DOC)
Microsoft Word (*.DOCX)

Upload Electronic Documents

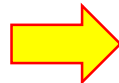
* indicates required fields

Document Title *

Specify Upload Document *

(Type the path of the document, or click the Browse button.)

Your document has successfully uploaded but your response is not yet complete. You must still click 'Submit Response' on Bid Response Details page in order to complete your response and receive a confirmation



Completing your e-bid submittal

- Please **VERIFY** that you have attached **ALL** the required documents
- Click on the **Submit Response** button to complete your e-bid

Agency Required Documents

EDIT

1. **Bid Reply** (Electronic/Online) ✓
2. **Checklist** (Electronic/Online) ✓
3. **Subcontractor List** (Electronic/Online) ✓
4. **Current Workload, List of Projects and Completion Dates** (Electronic/Online) ✓
5. **Questionnaire** (Electronic/Online) ✓
6. **Drug Free Workplace Form** (Electronic/Online) ✓
7. **Current Certificate of Insurance** (Electronic/Online) ✓
8. **License/Certification to do Described Work** (Electronic/Online) ✓
9. **Reference Check Form** (Electronic/Online) ✓
10. **E-Bid Reply Excel Spreadsheet** (Electronic/Online) ✓
11. **E-Bid Bond** (Electronic/Online) ✓
12. **Vendor Code of Ethics** (Electronic/Online) ✓
13. **W-9 form** (Electronic/Online) ✓

Uploaded Documents

EDIT

1. test document upload to ensure e-bidding active

E-Bid Confirmation

After clicking "Submit Response" the following process will begin:

- We will verify that your response is complete as entered.
- You will see a confirmation page with your confirmation number and date/time stamp of your upload.
- You will receive a confirmation e-mail indicating a successful response submittal.
- You may track your response submission under the View Responses page.

If you do not receive any of the above, please call Supplier Services at (206) 940-0305.

<< Return

Submit Response

Confirmation of Response

- When you complete you will receive a confirmation
- This is a confirmation that what you uploaded will be visible to the agency when the bid closes, **this is not** a confirmation that all your documents were fill out or submitted correctly

E-Bid Response Details

Agency Name City of Port St. Lucie, Procurement Management Department

Bid Number EBID-20180218-0-2018/er

Bid Name **Sculpture on Lawn at City Hall Temporary Art Installation**

Bid Due Date 1/9/2019 2:00:00 PM Eastern time

Bid Opening 100 days, 1 hour, 6 minutes, 46 seconds

Response # 15104

Results Your bid response is submitted.

<< Return

Post Submission Edits

If you feel like you missed something or need to make a change you can go back to your submittal response and edit your e-bid. By clicking on “DETAILS” then “EDIT” the section you wish

Bid Identifier	Agency Name	Bid Status	Broadcast	Date Due ▼	Name	Status	Actions
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching “Backpack” Kits, Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	Incomplete	Details, Bid, History

Contact Information

EDIT

Company Name Sample DBE Company
Address 1 509 Olive Way
Address 2
City Seattle
State Washington
Postal Code 98101
Phone 2063739233
Fax 2063739233
Country United States of America
Bid Amount \$0.00
Alternate Bid Amount
Notes



Agency Required Documents

EDIT

1. Bid Reply (Electronic/Online) ✓

May 8, 2023



CITY FORT PIERCE

GENERAL CONTRACTOR SERVICES – OLD ST. ANASTASIA

RFP NO. 2023-037

ADDENDUM NO. 1

The purpose of this addendum is to provide information regarding the site-visit.

All potential proposers are encouraged to register for the site-visit by emailing the Purchasing Division, purchasing@cityoffortpierces.com, no later than 5:00PM, May 9, 2023. This registration is being requested to assist staff with accommodating the number of participants on site.

All conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: _____
Typed or Printed

Company Name: _____

Address: _____

Date: _____

/lh



CITY FORT PIERCE
GENERAL CONTRACTOR SERVICES-
OLD ST ANASTASIA EXTERIOR RESTORATION
RFP NO. 2023-037
ADDENDUM NO. 2

The purpose of this addendum is to respond to questions submitted by potential proposer's:

1. **QUESTION:** When were all the windows replaced?
 ANSWER: **The windows were replaced in 2017.**

2. **QUESTION:** Do the windows have a warranty?
 ANSWER: **The windows are currently beyond the warranty period.**

3. **QUESTION:** Will the architectural committee / historic preservation board
 conduct a review?
 ANSWER: **During the evaluation process of all proposals, the city's historic
 preservation officer will be involved. At this time no other entity
 or review process will be necessary.**

4. **QUESTION:** Does the city carry Building Risk Insurance for Contractors?
 ANSWER: **Contractors are required to have their own insurance and that
 insurance coverage depends on the type of work that will be
 done.**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: _____
Typed or Printed

Company Name: _____

Address: _____

Date: _____

/gm



CITY OF FORT PIERCE TABULATION OF PROPOSALS

RFP ON:	GENERAL CONTRACTOR OLD ST ANASTASIA
RFP NUMBER:	RFP 2023- 037
DATE:	5/31/2023 @ 3:00 PM
RECOMMENDED AWARD:	Pending

RESPONSE
1 of 20 = 5%
0 "No Bids"
Total = 5 %

"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
INNOVATIVE MASONRY RESTORATION, LLC ENGLEWOOD, 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. 2023-037
CUMULATIVE
EVALUATION**

RESPONDENTS	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	TOTAL
INNOVIATIVE RESTORATION LLC. ENGLEWOOD, FL	91	98	98	287

Criteria

Possible Points

1. Key personnel, credential & qualifications
2. Firm's experience with the restoration of historic structures
3. Past Performance and References
4. Ability to meet project scope
5. Preliminary design concepts
6. Price

10
10
20
20
20
20

100





INNOVATIVE
MASONRY
RESTORATION, LLC

8210 Manasota Key Road, Englewood, FL 34223
612-548-5589 (O) 888-751-5402 (F)
www.imrestoration.com



**RFP NO 2023-037: Design Build
Old St Anastasia Exterior Restoration**

<p>DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950</p> <p>MAIL TO: City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480</p>	<p align="center">CITY OF FORT PIERCE</p>  <p align="center">REQUEST FOR PROPOSALS and PROPOSER ACKNOWLEDGMENT</p>
<p>Bid Writer: Gelencia Carter, 772-467- 3102</p>	<p>RFP No: 2023-037</p>
<p>Pre-Proposal Site-Visit Date: 10:00AM, WEDNESDAY, MAY 10, 2023</p>	<p>RFP Title: GENERAL CONTRACTOR SERVICES – OLD ST. ANASTASIA EXTERIOR RESTORATION</p>
<p>Pre-Proposal Site-Visit Location: Old St. Anastasia 910 Orange Avenue Fort Pierce, FL 34950</p>	<p>RFP Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950</p>
<p>RFP Due Date & Time: 3:00 PM, WEDNESDAY, MAY 31, 2023</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: Innovative Masonry Restoration LLC ----- Mailing Address: 16264 Lakeside Ave SE ----- ----- -----</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  Authorized Signature (Manual)</p>
<p>City, State, Zip Code: Prior Lake MN 55372</p>	<p>Typed or Printed Name: Jim Dolby</p>
<p>Type of Entity (Select one): Corporation <input checked="" type="checkbox"/> _____ Partnership _____ Proprietorship _____</p>	<p>Title: Principal</p>
<p>Incorporated in the State of: MN Year: 2013</p>	<p>Delivery in _____ days, ARO</p>
<p>Phone Number: 612-548-5589</p>	<p>Payment Terms: Net 30 Days</p>
<p>Fax Number: (888) 751-5402</p>	<p>FEIN or SS Number: 464320585</p>
<p>E-Mail Address: jim@imrestoration.com</p>	<p>Local Business: ___Y ___X ___N MWBE: ___Y ___X= ___N</p>
<p>Bid Security is attached, when required, in the amount of \$ _____ NA F.O.B. DESTINATION</p>	<p>If returning as a "No Bid" state reason:</p>
<p align="center">THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID</p>	



8210 Manasota Key Road, Englewood, FL 34223
612-548-5589 (O) 888-751-5402 (F)
www.imrestoration.com

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- Tab 1: Proposal Documents and Introduction
- Tab 2: Key Personnel, Credentials and Qualifications
- Tab 3: Firm's Experience with the Restoration of Historic Structures
- Tab 4: Ability to Meet Project Scope
- Tab 5: Preliminary Design Concepts
- Tab 6: Price
- IMR Locations
- Resumes
- Project References/Awards
- Client Referrals



8210 Manasota Key Road, Englewood, FL 34223
612-548-5589 (O) 888-751-5402 (F)
www.imrestoration.com

May 31, 2023

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

Tab 1: Proposal Documents and Introduction

Innovative Masonry Restoration is pleased to submit our proposal for the work requested on the above mentioned RFP. We believe we have assembled the best team to restore this historic landmark.

Innovative Masonry Restoration feels it is important for the City to know we have uniquely strong skills in masonry restoration including Historic Preservation projects. We take great pride in our work and our track record for delivering projects with the highest level of craftsmanship.

We also have on our project team for the design, renowned historical restoration architectural firm, MacDonald & Mack Architects (MMA). IMR and MMA worked together with great success on the Fulford monument for the City of North Miami Beach. We have also performed numerous other projects together and we both understand the historical requirements to deliver the highest quality. Robert Mack is co-founder of MacDonald & Mack Architects (MMA), who is responsible for writing and updating the first two National Park Service Preservation Briefs. He was also instrumental in the preparation of all of the Secretary of Interior's Standards for the Treatment of Historic Properties. He has a deep knowledge of historical restoration and both our firms have a clear understanding of the appropriate treatments needed for a project of this type. MMA is a woman owned firm and 5 of our 8 architects/interns are women.

Page 2

Almost 75% of our revenue is with governmental entities. We have worked for all forms of public municipalities from Townships, Villages, City, County, State and Federal agencies. We have successfully completed over fifty million dollars of government projects so we have extensive experience delivering projects for all types of authorities.

Innovative Masonry Restoration appreciates the opportunity to submit this proposal for your consideration. If you have any questions please contact me at our office number listed above and/or by email at jim@imrestoration.com.

Best Regards,

Innovative Masonry Restoration

A handwritten signature in black ink, appearing to read "Jim Dolby", with a long, sweeping flourish extending to the right.

Jim Dolby, Principal

The project manager will be one of the principals, Jim Dolby, of the Innovative Masonry Restoration (IMR), see attached resume. Also Chad Dieken, experienced project manager in historical restoration, will be assisting on the project team, see attached resume. Chad will have extensive involvement in the project. To his credit, he has successfully completed approximately \$15 million of restoration projects. The design consultant will be Robert Mack, co-founder of MacDonal & Mack Architects (MMA) which is a prestigious historical restoration firm, see attached resume.

Project Manager Contact Information:

Jim Dolby, Principal (50% owner of IMR)
Innovative Masonry Restoration
8210 Manasota Key Road, Englewood, FL 34223
612-548-5589 (O) 612-554-5594 888-751-5402 (F)

jim@imrestoration.com

www.imrestoration.com

Co-Project Manager Contact Information:

Chad Dieken, Project Manager
Innovative Masonry Restoration
8210 Manasota Key Road, Englewood, FL 34223
612-548-5589 (O) 612-554-5594 888-751-5402 (F)

jim@imrestoration.com

www.imrestoration.com

Design Consultant Contact Information:

Robert C. Mack, FAIA, FAPT, NCARB
MacDonald & Mack Architects
Registered Architect: DC, MN, SD, WI
3101 East Franklin Avenue
Minneapolis, Minnesota 55406
p 612-341-4051 / f 612-337-5843 Direct number: 612-767-2747

www.MM-Architects.com

bobm@mm-architects.com

IMR Locations:

Corporate Office - Minneapolis:

16264 Lakeside Ave SE
Prior Lake, MN 55372
(612) 548-5589/Office

Email: info@imrestoration.com

Services Provided: Tuckpointing, Brick/Stone Masonry Restoration, Structural Repairs, Concrete Repairs, Thru-wall Flashing, Sheet Metal Repairs, Building Cleaning, Sealant Replacement, Waterproofing, Protective Coatings, Historical Restoration & Building Inspection.

Minneapolis Yard:

14331 Johnson Memorial Dr
Shakopee MN 55379

Branch Office - Kansas City:

5913 Woodson Road, Suite 301
Kansas City KS 66202
(816) 841-7455/Office

Email: info@imrestoration.com

Services Provided: Tuckpointing, Brick/Stone Masonry Restoration, Structural Repairs, Concrete Repairs, Thru-wall Flashing, Sheet Metal Repairs, Building Cleaning, Sealant Replacement, Waterproofing, Protective Coatings, Historical Restoration & Building Inspection.

Kansas City Yard:

923 State Line Road
Kansas City MO 64101

Branch Office - Florida:

8210 Manasota Key Road
Englewood FL 34223
(952) 457-3818/Office

Email: info@imrestoration.com

Florida Yard:

11901 N Nebraska Ave
Tampa, FL 33612

Services Provided: Tuckpointing, Brick/Stone Masonry Restoration, Structural Repairs, Concrete Repairs, Thru-wall Flashing, Sheet Metal Repairs, Building Cleaning, Sealant Replacement, Waterproofing, Protective Coatings, Historical Restoration, Windows & Building Inspection.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

DOLBY, JAMES CLIFFORD

INNOVATIVE MASONRY RESTORATION LLC
16264 LAKESIDE AVENUE SOUTHEAST
PRIOR LAKE MN 55372

LICENSE NUMBER: CGC1529479

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://www.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.

Tab 2: Key Personnel, Credentials and Qualifications

IMR has over 600 years of experience in the field of historical restoration. We self perform over 90% of our work which allows us to control quality as opposed to a subcontractor.

Our Project Superintendents, each have over a decade of experience working with historic structures. They are all equipped with a field office in the front of our job equipment trailer with a laptop, printer and plan table. They have access to all the digital job files on our server along with email so they are current with any changes with the project. They are responsible for installing samples for the submitted products, maintaining as-builts and field logs.

As standard practice at IMR the onsite superintendent engages with each manufacturer to review, inspect and perform testing during the course of the project to ensure Owner is getting a product installed to the manufacture recommendations.

The Project Manager is responsible for submittals, large material acquisitions, quality control, invoicing, schedule, job tracking/costing, RFI's, attending progress meetings, changes and close out.

Our Project Manager will manage the Critical Path Method (CPM) to keep the project on schedule. The Project Manager with the Superintendent will update the schedule weekly and make adjustments as needed to accelerate the schedule. We also have additional field staff from other markets to help the project get back on track.

We have enclosed resumes of key personnel that have extensive experience solely in historical restoration.

We operate with 3 locations, Minneapolis - main office along with a south Florida branch and Kansas City. We have approximately 70 skilled craftsmen in the field with roughly 30% that work in Florida. Many of our midwest staff will join the Florida branch as needed for particle skills and accelerate a project if needed. Our firm is well versatile with expertise in historical restoration.

Tab 3: Firm's Experience with the Restoration of Historic Structures

We have included our historical restoration project references, which a number we performed in Florida. These references have the information requested in the RFP.

One of our last historical restoration projects we performed resulted in a preservation award for IMR being the builder on the job, see enclosed. We are currently working on 2 historical restoration projects and one is with MacDonal & Mack Architects (MMA), design consultant for this project.

Fulford by the Sea Monument - North Miami Beach, FL



Before



After

Central Business Office - New Smyrna Beach, FL



Before



After

City Hall - Tarpon Springs, FL



Before



After

West Martello Tower Citadel - Key West, FL



Before



After

Tab 4: Ability to Meet Project Scope

With operating in 3 locations, it allows us to use skilled craft from other markets. All of our field staff are trained in all facets of historical restoration. Our credentials show our abilities and extensive experience working on building similar to this project.

The following is a preliminary milestone dates for the project:

June – July, 2023: Condition report, schematic design and outline spec

Sept – Oct: Review, document preparation and permitting

October – Nov: Review

Nov – April: Construction

May, 2024: Closeout

Tab 5: Preliminary Design Concepts

We have assembled a team that solely focuses on historical restoration. Our main focus for the project will be to preserve this historical landmark.

MMA and IMR during the first phase will provide a turn key design delivery method. Our approach to this project is to provide a design that will effectively restore/preserve this building.

For the first phase we will engage MacDonald and Mack Architects (MMA), MMA has over 40 years of historic masonry restoration/preservation and works nationally. MMA will be the lead consultant

Phase 1: The first phase generally consists of inspections and evaluation of the existing conditions, which includes visual observations and photographs. IMR will assist with access for a thorough investigation to determine a condition assessment. A conditional/study report will be prepared presenting and summarizing the results of inspections. For each of the deficiencies noted, the report will provide a description to address each deficiency while conforming with the Secretary of Interior's Standards for the Treatment of Historic Properties, City, County, State and Federal requirements. This report will be reviewed with the City to ensure the design meets their expectations for the restoration of this historic landmark before moving onto the schematic design and outlined specification.

Material testing will be performed of the existing materials to determine composition so the appropriate preservation method/material is used during the restoration work. This is very critical when considering preservation methods. Restoring deteriorated features, it is imperative that the new material is compatible with the original composition.

Upon approval of the condition study report, MMA will develop the schematic design drawings and the outline specification. The schematic design drawings and outline specification will be submitted to the City for final approval. Then the project will move onto Phase 2: restoration work.

Phase two will consist of IMR executing the preservation work in accordance with MMA's design. MMA will provide sealed drawings for IMR to pull the building permit and for us to use our means and methods to preserve this building. MMA will administer/oversee the project to ensure the work is being performed to the design and Secretary of Interior's Standards. MMA will review submittals, requests for payment, periodic observation of work in progress, ensure all paperwork is properly handled as prescribed in the specifications and construction documents. MMA will provide a certification at the end of the project stating the work was completed according to the documents to enable the permit to be closed. MMA will also verify that the Contractor and material manufacturers provide proper warranties.

MMA Design Concept

Technical preservation services will be performed by Robert Mack of MacDonald & Mack Architects, Ltd. (MMA). We have worked successfully with both IMR and MMA on several other projects, most notably on the Fulford-by-the-Sea monument in North Miami Beach.

Appropriate understanding of the materials and their problems is critical to a lasting project. It also is important to understand the visual history of the building in order to develop plans for accurate restoration within the limits of budgets and building codes. To that end, the MMA scope of services will include the following:

1. Research the historic appearance of the building using readily available historic photographs and written documents (In-office)
2. Research appropriate paint colors through on-site investigations and prepare a brief report of findings. Submit the report to the City for coordination with the SHPO (Trip 1)
3. Determine the conditions and strengths of bricks, stone, and mortar using the Russack System and prepare a brief report of findings. Submit the report to the City for coordination with the SHPO (Trip 1)
4. Prepare further documentation of the building through photography (Trip 1)
5. Prepare restoration documents through the use of photo- elevations and necessary details (In-office)
6. Prepare outline specification including appropriate methods of cleaning, patching, crack repair, brick/stone repair, and repointing. Prepare outline specifications for concrete repair/replacement. (In-office)
7. Site visit at the beginning of construction to assure the Contractor understands the technical and administrative requirements of the documents, the City, and the SHPO (Trip 2)
8. Site visit near completion of the construction to assure that work has been completed in accordance with the documents and the expectations of the City and the SHPO (Trip 3)

Tab 6: Pricing

OLD ST. ANASTASIA			
Fort Pierce, FL			
	TOTAL		GRAND
DESCRIPTION:	QUANTITY:	UNITS:	TOTAL:
Permit - allowance	\$491,479	%	\$7,372
Bonds	\$484,216	%	\$7,263
Mobilization, job set up and general conditions expense	\$415,235	%	\$53,981
Testing	5,000.00	LS	\$5,000
Engineer	1.00	LS	\$10,000
Trucking	3.00	LOADS	\$12,000
IMR equipment and fuel expense	17.00	WEEKS	\$12,750
Equipment rental	17.00	WEEKS	\$17,000
Access expense for inspection	1.00	WEEKS	\$1,250
Mason inspection time	24.00	HRS	\$2,880
Dumpsters and debris hauling	2.50	EA	\$1,500
MMA - design	42,400.00	LS	\$42,400
Chemical cleaning	14,250.00	SF	\$21,375
Chemical cleaning of heavily solied areas and rust spots	300.00	SF	\$1,500
Masonry consolidation - 5%	712.50	SF	\$8,550
25% spot pointing of deteriorated brick mortar joints	2,625.00	SF	\$73,500
Individual brick replacement	300.00	EA	\$10,800
Rebuilding of disclpaced brick	50.00	SF	\$11,000
100% pointing of stone/cast concrete foundation	3,750.00	SF	\$75,000
Foundation stone/cast concrete replacement	10.00	EA	\$7,200
Foundation stone/cast concrete dutchmans	15.00	EA	\$6,300
Replace stone/cast concrete entrance columns	2.00	EA	\$36,680
Ornate stone/cast concrete watertable replacement	4.00	EA	\$10,840
Ornate stone/cast concrete watertable resetting	2.00	EA	\$1,740
Replace stone/cast concrete treads	8.00	EA	\$25,920
Ornate stone/cast concrete patching	25.00	SF	\$13,250
Stone/cast concrete patching	30.00	SF	\$13,050
Routing and sealing cracks	150.00	LF	\$2,250
Crack injection	100.00	LF	\$6,500
	0.00		\$0
Base Bid Total:			\$498,850.96
Alternates: Add			
Replace broken window panes	16.00	EA	\$4,880
Upgrade to 33% pointing	28,000.00	LS	\$28,000
Appication of a clear water repellent to brick and stone/cast concrete fdn.	14,250.00	LS	\$17,813
Paint stripping of stone/cast concrete waterables and front entrance	1,500.00	LS	\$9,750
Paint stripping of stone/cast concrete window surrounds	2,000.00	LS	\$14,000
Paint of stone/cast concrete window surrounds	3,500.00	LS	\$14,875

Resumes

James C. Dolby, Principal

6160 150th Street SE ■ Prior Lake, MN 55372

612-554-5594 ■ jim@imrestoration.com

As one of Innovative Masonry Restoration's Principals, Jim brings over 19 years of restoration and project management experience totaling over \$55 million in value. Jim has extension exposure to historical restoration, preservation and maintenance of nationally registered historic properties.

■ Relevant Project Experience ■

Stewart Hall Exterior Wall Rehabilitation - St Cloud, MN

Project Total: \$1,600,880

Project Description: Restoration and repair to masonry surfaces including removal and replacement of brick. Tuckpointing of masonry. Lintel and flashing repairs, Removal and replacement of large stone. Cleaning of masonry and stone surfaces.



Dept. of Management Services, Holland Building- Tallahassee, FL

Project Total: \$367,000

Description: Renovation of exterior stone panels. Demolition of stone panels, Stone panel replacement, backup wall waterproofing, painting.



Lincoln University Campus- Jefferson City, MO

Project Total: \$418,290

Description: Exterior building repairs including tuckpointing repairs, joint sealant replacement, saw cutting of expansion joints, epoxy injection, stucco repairs, paint coatings and chemical cleaning.



Winona State University, Sheehan Hall/North Elevation - Winona, MN

Project Total: \$683,626

Project Total: \$683,930

Project Description: Thru-wall flashing, lintel placement, tuckpointing, brick rebuilding, cleaning and window modifications on a 13-story dormitory hi-rise. The project timeline for masonry work was performed within 37 days to accommodate the return of fall student population.



City of Key West - Key West, FL

Richard A. Heyman Environmental Protection Facility and Fleming Key Bridge

Project Total: \$1,663,975

Description: Project Description: Concrete repair and patching of spalling concrete. Vertical and overhead concrete repairs, shoring and repair of concrete columns. Shotcrete repairs. Joint sealant repair and replacement. Fleming Bridge repairs of spalling concrete. Project included working with City of Key West, US Navy and US Coast Guard as it relates to the unique construction requirements of Key West and it's waterways.



Griffin Stadium, Central High School – Saint Paul, MN

Project Total: \$1,184,000

Description: Masonry and limestone wall and coping repairs and repointing. Restoration and patching of spalling limestone. Injection repairs to cracking limestone. Cleaning of limestone and masonry surfaces. SEE CLAYTON's RESUME



University of WI, Prusha & Stratton Halls – River Falls, WI

Project Total: \$96,840

Description: Exterior masonry repairs including cutting and repointing of masonry joints, brick replacement, sealant removal and replacement and cleaning of masonry repaired surfaces.



Town of Jupiter, FL, Water Treatment Plant – Jupiter, FL

Project Total: \$232,210

Project Description: Concrete repairs and patching of spalled concrete, crack repairs and injection and application of protective coatings.



■ Education ■

University of Wisconsin Stout, Bachelor of Science, Construction Management

■ Organizations/Volunteering ■

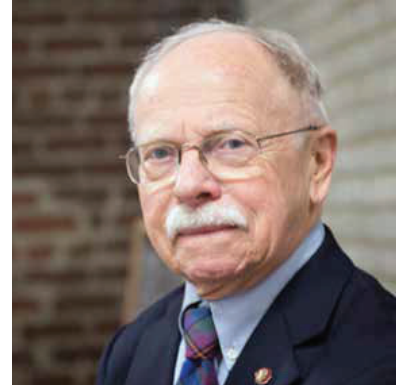
Business Owners and Managers Association

Community Associations Institute, Heartland Chapter

Walk on Water (WOW), Mentoring youth through water skiing

Robert C. Mack FAIA, FAPT

Bob began his career at the National Park Service, where he was the author of *Preservation Briefs #1* and *#2*, and was also influential in writing the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. In 1976, he moved back to Minnesota and co-founded MacDonald & Mack Architects. Nationally recognized for his work with historic masonry, Bob serves as consultant on related projects throughout the country. For his achievements in design, education, and community advocacy, Bob was elected to the College of Fellows of the American Institute of Architects and to the College of Fellows of the Association for Preservation Technology. *Bob fulfills the Secretary of the Interior's Standards for Historic Architect and Architectural Historian.*



REGISTRATION

Bob is a registered architect in Minnesota, Wisconsin, South Dakota, and the District of Columbia. He also has NCARB certification.

EDUCATION

- Master of Science in Building Conservation, with Distinction
Heriot-Watt University, Edinburgh Scotland
- Bachelor of Architecture
University of Minnesota, Minneapolis
- Bachelor of Arts in Architecture
University of Minnesota, Minneapolis

PROFESSIONAL ACTIVITIES

- Preservation Alliance of Minnesota
 - Founding member and former member of board of directors
- Adjunct Professor, College of Architecture & Landscape Architecture
University of Minnesota, Minneapolis
- Lectures to historical societies, universities, and civic groups on a variety of preservation subjects.

SELECTED HONORS

AIA Minnesota Gold Medal (the state's highest honor for an individual architect). Career achievement awards from the Minneapolis HPC and the Preservation Alliance of Minnesota. Honor Awards from the National Trust for Historic Preservation and AIA Minnesota.

SELECTED PAST PROJECTS

- Bourdon House condition assessment and restoration, Mantorville, Minnesota
- Mill Ruins Park condition assessment and restoration, Minneapolis
- Redeemer Missionary Baptist Church restoration and addition, Minneapolis
- Eloise Butler Flower Garden building restoration, Minneapolis
- Bde Maka Ska mast condition assessment, Minneapolis
- Lake Harriet and Bde Maka Ska stone retaining wall investigation, Minneapolis
- First Congregational Church condition assessment, Minneapolis
- Wesley United Methodist Church condition assessment, master planning and restoration, Minneapolis
- Valley Grove Churches condition assessment, Nerstrand, Minnesota
- Virginia Street Swedenborgian Church condition assessment and restoration, Saint Paul
- Ames-Florida-Stork House condition assessment, Rockford, Minnesota
- Smith-Douglas-More House preservation and rehabilitation, Eden Prairie, Minnesota
- James J. Hill House masonry restoration, Saint Paul
- Alexander Ramsey House Historic Structure Report and preservation, Saint Paul

Chad Dieken, Project Manager

1120 Prairie Rose Way ■ Victoria, MN 55386
651-888-0963 ■ chad@imrestoration.com

Solution-focused, customer orientated, construction management professional with extensive experience contributing to the successful commercial construction and development companies. Chad has demonstrated comprehensive knowledge of diverse projects with time and budget constraints. His professionalism and commitment to serving the client has made Chad a key member of our organization.

■ Relevant Project Experience ■

State of Minnesota, Minnesota History Center – Saint Paul, MN

Project Total: \$904,032

Description: Works scope included over 50,000 linear feet of sealant replacement, tuckpointing joint repairs, stone replacement and retaining wall repairs. Project location is part of the state capital complex with high public visibility requiring careful planning and coordination. The project was delivered on time and budget.



University of Minnesota, Comstock Hall – Minneapolis, MN

Project Total: \$568,000

Description: The Project included masonry tuckpointing, sealant removal and replacement, brick replacement and cleaning of masonry surfaces. Project was awarded on “best value” consideration by the University and involved targeted goals for economically disadvantaged groups.



■ Employment Experience ■

Allina Health – Project Manger

- Performed full range of project management services to system wide facilities.

Standard Construction- Senior Project Manager

- Managed multiple, simultaneous, fast-track healthcare construction projects.
- Defined and established project scope of work and develop project budgets and schedules.
- Ensured that owner building and engineering standards were implemented and enforced.

Duke Construction – Project Manager

- Solicited design consultant proposals, awarded contracts, and conducted design meetings.
- Developed work scopes and prepared project design and construction bid packages.
- Analyzed vendor financial and performance data for qualification to bid.

J.E. Dunn Construction – Project Manager

- Performed budget development and management.
- Managed and coordinated construction process from conception to completion.

David (DJ) Kerkow, Project Foreman

341 St Lane NW ■ Cambridge, MN 55372

612-636-9659 ■ dj@imrestoration.com

With 34 years of masonry restoration experience, DJ has worked extensively on all types of brick restoration including many historic properties. As foreman, DJ has deep knowledge of a broad range of work requiring specialized skills, certifications and experience. He is experienced working under the Secretary of Interior's Standards for the Treatment of Historic Properties. He has worked in the Florida Keys where there are unique requirements to consider for safety, compliance and hurricane planning, this includes working with the US Navy and Coast Guard. These experiences make DJ an ideal fit for this project.

West Martello Towers Historic Ammunition Bunker, Key West FL

National Historic Registration: 72000341

Project Total: \$223,000

Project Description: Structural stabilization of historic fort's ammunition bunker portion of the tower.



Fulford by the Sea, North Miami Beach

National Historic Registration: 10000937

Project Total: \$500,000

Project Description: Concrete restoration on monument. This included preservation of the mosaic dome. Cleaned and re-set the tiles, re-grouted and water repellent was applied.



Historic Federal Courthouse, Bruce M Van Sickle – Minot, ND

National Historic Registration: 80002930

Project Total: \$131,450

Description: Masonry and limestone wall and coping repairs and repointing. Restoration and patching of spalling limestone. Injection repairs to cracking limestone. Cleaning of limestone and masonry surfaces.



Racine City Hall- Racine, WI

National Historic Registration: 80000179

Project Total: \$153,620

Project Description: Stone repair including injection crack repairs, stone patching and removal/rebuilding of stone structures. Pointing of joints with dolomitic hydrated lime putty and cleaning of stone surfaces.



Richard A. Heyman Environmental Protection Facility- Key West, FL

Project Total: \$1,491,095

Project Description: Concrete repair of patching of spalling concrete. Vertical and overhead concrete repairs, shoring and repair of concrete columns. Shotcrete repairs. Joint sealant repair and replacement. Fleming bridge repairs of spalling concrete. Project included working with the City of Key West, US Navy and US Coast Guard as it relates to the area of Key West Florida and it's waterways.





INNOVATIVE MASONRY RESTORATION, LLC

Jeff Thompson
Project Foreman

Email:
jeff@imrestoration.com

Cell:
(813) 245-3069

Fax:
(888) 751-5402

ROIB2 GRAND PLAZA, LLC

Address: 14497-14499 North Dale Mabry Hwy
Tampa, FL

Project Amount: \$1,720,818.00

Phone Number: 919-890-0267

Contact: Shane Gray

Start: March 2020

Completion: October 2020

Project Description: Façade repair. Install 24,000 LF of glazing beads and 7,000 LF of window sealant replacement.



Winterhaven-DEO

Address: 500 East Lake Howard Drive
Winterhaven, FL

Project Amount: \$104,200.00

Phone Number: 813-410-1099

Contact: Charles Coe

Start: March 2019

Completion: December 2019

Project Description: 8,000 LF of sealant replacement.



St. Petersburg VA- Sealing building 47 Envelope

Project Amount: \$118,700

Phone Number: 813-854-4950

Contact: Manny Campo

Start: October 2016

Completion: December 2016

Project Description: Cleaning, water repellent, and 11,000 LF of sealant replacement.



Bryan Beck, Project Foreman

7533 Emerson Ave S Richfield MN 55423
612-400-4959

With over 15 years of caulking and masonry experience, Bryan has worked extensively on all types of repair and restoration projects, including many well known and established commercial and historical properties. As a Project Foreman, Bryan has deep knowledge of a broad range of work requiring specialized skills, certifications and experience, as well as great leadership experience.

WORK HISTORY

Innovative Masonry Restoration Prior Lake MN, 2014 - Present

Project Foreman- Manages the construction crew, assigns schedules and tasks. Ensure the project is completed safely, on time and on budget.

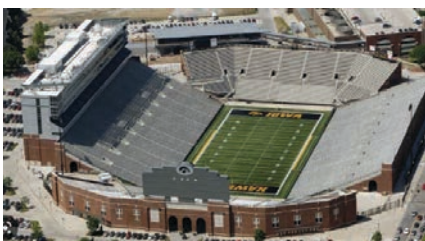
Building Restoration Company Roseville, 2006-2009, 2010-2014

Project Journeyman Caulker

Performed caulking and tuck-pointing restoration and repair on a variety of commercial and private buildings within the Twin Cities region.

PREVIOUS NOTABLE PROJECTS:

- Housing Authority, Holton Terrace, Milwaukee WI, \$681, 772
- St. Cloud State University, Stewart Hall, \$1,584,212.58
- Dakota County Hastings Campus, Hastings MN, \$212,228.00
- University of Iowa, Kinnick Stadium, \$1,491,132.17
- Village in the Park Urbans, St. Louis Park MN, \$148,000.00
- Washburn Library, Washburn WI, \$183,000
- Concordia College, Intergrated Science Complex, Moorehead MN, \$224,041
- AFRC, Various Buildings, Minot ND, \$125,955.00



CERTIFICATIONS: OSHA 10, OSHA 30, MOBILE LIFT, CONFINED SPACE CERTIFICATION

Project References



INNOVATIVE
MASONRY
RESTORATION, LLC

Florida Market

CITY OF NORTH MIAMI BEACH

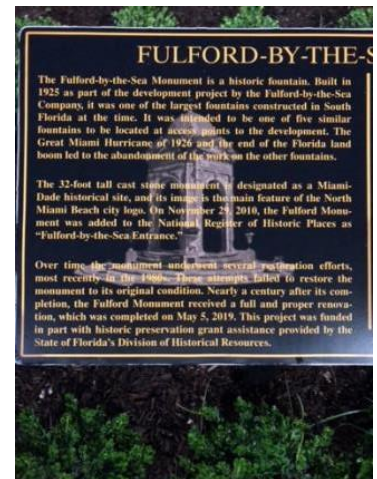


Project Name: Fulford by the Sea Monument
Phone Number: 305-948-2967 ext. 2017
Contact: Frank Ruiz
Address: North Miami Beach, FL 33162
Contract Amount: \$500,000
Estimated Start: Dec 2018
Estimated Comp: April 2019

Project Description: ***NATIONAL REGISTER OF HISTORIC PLACES**

Concrete restoration on monument. This included preservation of the mosaic dome. Cleaned and re-set the tiles, re-grouted and water repellent was applied.

Inspection/restoration of the masonry work as needed.





FLORIDA MARKET

MONROE COUNTY BOARD OF COMMISSIONERS

NATIONAL REGISTER OF HISTORIC PLACES

Project Name: West Martello Tower Citadel
Hurricane Repairs

Phone Number: 305-504-3119

Contact: Cary Vick,
vick-cary@monroecounty-fl.gov

Address: 1100 Atlantic Boulevard
Key West, Florida

Contract Amount: \$272,269

Start: April 2021

Completion: December 2021

Project Description: Repair of Hurricane damaged historic masonry at the West Martello Tower Fort. The Tower is in a sensitive area. County Archaeologist to be onsite during excavation.



MONROE CNTY BOARD OF COMMISSIONERS

NATIONAL REGISTER OF HISTORIC PLACES

Project Name: West Martello Towers

Phone Number: 305-295-4339

Contact: Cary Vick

Address: 1100 Atlantic Blvd, Key West FL

Contract Amount: \$223,000.00

Start: December 2019

Completion: March 2019

Project Description: Structural stabilization of historic masonry and concrete at the ammunition bunker portion of the tower.



City of New Smyrna Beach, Florida

Project: Central Business Office

National Historical Registration: 90000714

Phone Number: (986) 427

Contact: Caleb Fisher

Address: 200 Canal Street
New Smyrna Beach, FL

Contract Amount: \$ 2,140,302.00

Est Start: January 2017

Est Completion: January 2018



Project Description: Building Envelope Repairs. IMR self-performed 75% of the project

CITY OF TARPON SPRINGS

Project Name: City Hall Exterior Rehabilitation
Phone Number: 813-200-8340
Contact: Lazaro Fernandez
Address: 4906 N Manhattan Ave, Tampa FL
Contract Amount: \$190,190.00
Start: August 2016
Completion: January 2017
Project Description: Historical restoration, mortar repair, Tuckpointing and cleaning.



DEPT OF MANAGEMENT SERVICES

Project Name: Holland Building Renovation
Phone Number: 850-488-6233
Contact: Ryan Meikenhous
Address: 4050 Esplande Way, Tallahassee FL
Contract Amount: \$367,000.00
Start: January 2017
Completion: June 2017
Project Description: Stone removal and replacement.



HALIFAX HEALTH CENTER

Project Name: Halifax Health Center Façade Repairs
Phone Number: 386-425-7892
Contact: Fred Humphrey Associates
Address: 809 S Orlando Ave, Winter Park FL
Contract Amount: \$96,000.00
Start: January 2017
Completion: April 2017
Project Description: Remove and replace existing sealant and grout. Seal the exterior façade, repair the exterior walls to prevent water intrusion and replace interior finishes demolished for this repair.





National Register of Historic Places - Midwest

Statement of Completed Contracts

R^2 Design Build, LLC

Project: Flower Exchange Building

National Historical Registration: 77000740

Phone Number: (952) 837-3305
Contact: Mr. Kirk Wooller
Address: 310 4TH AVENUE
MINNEAPOLIS, MN 55415
Contract Amount: \$ 443,000.00
Est.Start: August, 2017
Est.Completion: November, 2015



Project Description: Spot tuckpointing, cleaning, brick replacement and re-building, painting and terra cotta replacement.

Bossardt Corporation

Project: Union Storage and Transfer Remodel

National Historical Registration: 07000016

Phone Number: (952) 837-3305
Contact: Mr. Mark Hovelson
Address: 1026 NP Avenue
Fargo, ND
Contract Amount: \$ 985,000
Est.Start: September 2014
Est.Completion: April 2015



Project Description: 100% tuckpointing, cleaning, graffiti removal, brick replacement and re-building, lintel replacement, thru-wall flashing, cast stone and terra cotta replacement.

City of Racine

Project: Memorial Hall Tuckpointing

National Historical Registration: 80000177

Phone Number: (262) 636-9121
Contact: Mr. Tom Eeg
Address: 72 7th Street
Racine, WI
Contract Amount: \$ 95,000
Est.Start: September 2014
Est. Completion: October 2015



Project Description: 100% tuckpointing, cleaning, re-caulking, stone and concrete patching and epoxy injection.



**INNOVATIVE
MASONRY
RESTORATION, LLC**

City of Racine

Project: City Hall Tuckpointing

National Historical Registration: 00000603

Phone Number: (262) 636-9121
Contact: Mark Yhelen
Address: 730 Washington Avenue
Racine, WI
Contract Amount: \$ 153,625
Est. Start: October 2016
Est. Completion: January 2017



Project Description: 100% repointing of all mortar



INNOVATIVE MASONRY RESTORATION, LLC

Foutch Brothers LLC

Project: Equitable Building Renovation

National Historical Registration: 15000154

Phone Number: (816) 746-9100
Contact: Steve Foutch
Address: 8201 NW 97th Terrace
Kansas City, MO
Contract Amount: \$343,000.00
Est. Start: December, 2016
Est Finish: May, 2017



Description: Tuckpointing, cleaning, brick repair, joint sealant, and waterproofing

Foutch Brothers LLC

Project: Stove Factory Loft

National Historical Registration: 98001562

Phone Number: (816)746-9100
Contact: Steve Foutch
Address: 8201 NW 97th Terrace
Kansas City, MO
Contract Amount: \$368,000.00
Est. Start: August 2015
Est. Finish: December 2015



Description: Tuckpointing, repair and replace brick and stone

Haren Laughlin Construction

Project: Loft at Switzer schools

National Historical Registration: 09001098

Phone Number: (913) 495-9558
Contact: Dustin Bohl
Address: 8035 Nieman Rd Lenexa KS
Contract Amount: \$573,375.00
Est. Start: August 2015
Est. Finish: February 2017



Description: Brick and stone replacement and waterproofing



INNOVATIVE MASONRY RESTORATION, LLC

Barsto Constructions

Project: Wonder Lofts

National Historical Registration: 16000235

Phone Number: (816) 421-5677
Contact: Dennis O'Graddy
Address: 1501 Burlington St N
Kansas City, MO
Contract Amount: \$405,000.00
Est. Start: July 2017
Est. Completion: March 2018



Description: Tuckpointing, patching of brick and Terra Cotta, masonry cleaning and sealant work

City of Red Wing

Project: Red Wing City Hall and Sheldon Theater

National Historical Registration: 79001246

Phone Number: (651) 385-3600
Contact: Dan Bender, Mayor
Address: 315 West 4th Street
Red Wing, MN
Contract Amount: \$793,000.00
Est. Start: May 2015
Est. Completion: January 2016



Description: Repointing of exterior brick stone and masonry joints



INNOVATIVE
MASONRY
RESTORATION, LLC

GSA Rocky Mountain Region
Project: Minot Federal Courthouse
National Historical Registration: 80002930

Phone Number: (701) 566-6129
Contact: Ms. Pam Burley
Address: 100 1st Street
Minot, ND
Contract Amount: \$87,465.00
Est. Start: April 2015
Est. Completion: September 2015



Description: Repointing of front elevation



MACDONALD & MACK ARCHITECTS

MACDONALD & MACK ARCHITECTS is a full-services firm specializing in the preservation, restoration, and adaptive reuse of historic properties. Based in Minneapolis, the firm was founded in 1976 by Stuart MacDonald, AIA and Robert Mack, FAIA; Todd Grover, AIA became the third principal in 2004.

We were recently honored with two AIA Minnesota Awards: the 2011 Firm Award and, for our work at the Pierre Bottineau House, a 2012 Honor Award.

Ours is a small firm, with three principals, four technical staff, and an office manager. This small size ensures that all work is performed by or under the direct supervision of one of the principals. This, in turn, guarantees that our projects meet the highest quality standards.

We pride ourselves on our ability to seamlessly integrate modern amenities and necessities into historic buildings without disrupting the original character. We're also skilled at adaptive reuse and finding creative solutions to issues such as handicap accessibility, energy conservation, and security.

Because of our proven abilities and rigorous approach, our projects regularly receive approval without question from State Historic Preservation Offices and local Heritage Preservation Commissions.

SERVICES

In addition to standard architectural services (from concept to construction documents), we provide professional services for all aspects of historic building preservation. This includes preparation of historic site surveys, preservation master plans, historic structures reports, and documentation following the standards of the Historic American Buildings Survey and Engineering Record. In our projects, we routinely apply the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

PAST PROJECTS

We have been pleased to work on a variety of past projects with Architecture, Inc., including Washington Pavilion in Sioux Falls and the Administration Building at South Dakota State University. Other notable past MacDonald & Mack projects include the estate of President James A. Garfield in Mentor, Ohio, the Minneapolis Grain Exchange, and the American Swedish Institute.

Our work has been honored by local and national organizations such as the National Trust for Historic Preservation and the Preservation Alliance of Minnesota.

MACDONALD & MACK

A R C H I T E C T S



Washington Pavilion of Arts & Science

Sioux Falls, South Dakota

The Washington Pavilion was constructed as a high school in three separate stages. In 1996 it was converted into the Pavilion of Arts and Science. Working in conjunction with a Sioux Falls firm we have been responsible for a variety of projects for over three years.

The Washington Pavilion is on the National Register of Historic Places.

Services

Complete building condition analysis
Three-year masonry repair project involving both quartzite and terra-cotta
Window replacement
Design for repairs and replacement
Preparation of bid documents
Construction administration

Client

Washington Pavilion of Arts and Science
City of Sioux Falls
Architecture, Incorporated



Redeemer Missionary Baptist Church

MINNEAPOLIS, MINNESOTA

Formerly known as Stewart Memorial Presbyterian Church, this building is one of the few Prairie School churches in existence. The original designs were executed by Purcell and Feick in 1910 and the Sunday School wing was completed in 1915. The church was purchased by the Redeemer congregation in 1988.

We provided complete architectural services from concept to construction administration, including:

- Interior and exterior restoration of original appearance after years of deferred maintenance and extreme moisture infiltration.
- Sympathetically designed and integrated addition to improve the accessibility of the church.
- Adaptation of interior features to accommodate Baptist traditions and ceremonies in a historically Presbyterian space.

Redeemer Missionary Baptist Church is on the National Register of Historic Places.





James J. Hill House

SAINT PAUL, MINNESOTA

The James J. Hill House is one of Saint Paul's most important landmarks in terms of architecture and historical significance. The estate, overlooking downtown, is best known for its imposing 36,000-square-foot house, built in 1891.

MacDonald & Mack Architects has worked on several areas of the house and grounds, among them the exterior masonry, including the porte cochere, as well as a gate house enclosed by a stone wall and iron fence along Summit Avenue. We also completed a restoration of the stone retaining walls to the south and west of the grounds.

Most recently, we led a project to improve life safety and security systems for the house, including designs for upgrading or installing fire detection, fire suppression, intruder detection, access control systems, panic systems, and video surveillance. This project began with careful coordination with site staff to understand the precise needs and goals,

along with in-depth assessments of the affected spaces, including their character-defining features. Once all these needs, limitations, and opportunities were understood, we developed designs for the placement and installation of these systems in the most effective but unintrusive manner. This project required close coordination with the State Historic Preservation Office.

Reference
Valerie Heider
Minnesota Historical Society
Valerie.heider@mnhs.org
651-251-3448

LIFE SAFETY PROJECT DETAILS

Client: Minnesota Historical Society

Size: 36,000 square feet

Key project personnel: Angela Wolf Scott, AIA, was the principal in charge and Amy Meller, AIA was the project architect.

Completed: Autumn 2020

MACDONALD & MACK

A R C H I T E C T S



Old Minnehaha County Courthouse

Sioux Falls, South Dakota

Old Minnehaha County Courthouse was constructed in the Richardsonian Romanesque style in the late 1880s. Its decorative interior finishes were completed over the next thirty years. In the 1980s, the courthouse was converted into a museum. Phased restoration is underway to restore the hidden glory of the structure's interior and to weatherproof the exterior.

The Old Minnehaha County Courthouse is on the National Register of Historic Places.

Services

- masonry restoration
- slate roof replacement
- historical research for interior finishes
- paint color research for interior finishes
- full architectural services for interior finishes restoration

Client

Siouxland Heritage Museums in conjunction with Architecture Incorporated of Sioux Falls

Referral Letters/Awards



Housing Authority of the City of Key West, Florida

1400 Kennedy Drive, Key West, FL 33040
Phone: (305) 296-5621 Fax: (305) 296-0932

Board of Commissioners

Frank Toppino
Bob Dean
Mary Sanchez
John G. Parks, Jr.
Roosevelt Sands, Jr.

Executive Director

J. Manuel Castillo, Sr.

March 10, 2021

TO WHOM IT MAY CONCERN

This letter is a recommendation of Innovative Masonry Restoration LLC (IMR). IMR performed the exterior masonry repairs on our Eastwind Apartment complex in Marathon, Florida, under a 3.5 million dollar unit price contract.

Although IMR was the lowest bidder on the project, there was no effort to cheapen their costs with alternative products or a lower quality of work. To the contrary, their performance exceeded our expectations in every respect.

The greatest concerns we had for the project was that the work was to be performed on occupied apartments and that proper shoring was necessary to prevent a catastrophic failure during demolition. The first is best addressed by the fact that IMR's workers were so careful with the tenants that many were offered snacks and beverages during the hot season. The shoring was obviously correct as there was no loss to any component of any of the fifteen buildings.

The greatest example of IMR's efficiency was the leadership of the superintendent, DJ Kerkow. Not only did DJ have the material and equipment on hand at the proper time, the workers all seem to know exactly what level of quality was required for the repairs. When other superintendents were called in during vacation time, the work continued without missing a beat. It is our opinion that all of IMR's field management is at the top of their fields.

Also important was the manner in which Jim Dolby handled the paperwork. His staff was experienced with all of the "governmental" paperwork and working with them was a pleasure.

In summary, IMR is a great contractor and we are pleased to recommend them to anyone.

Larry K



TOWN OF JUPITER

UTILITIES
PO BOX 8900
JUPITER, FL 33468-8900
FAX (561) 747-5634

May 25, 2017

Mr. Jim Dolby, Principal
16264 Lakeside Avenue SE
Prior Lake, MN 55372

RE: Innovation Masonry Restoration – Letter of Recommendation

To Whom it May Concern:

The purpose of this letter is to offer my recommendation on behalf of Innovative Masonry Restoration (IMR) with regards to their outstanding performance on our Water Treatment Plant Concrete Repairs (W1624) project, the scope of which entailed structural concrete repairs and coatings necessary to restore integrity to two watertight structures, an acid containment area, structural concrete columns, pump supports and pipe trenches within our reverse osmosis (RO) and ion exchange water treatment plants. Additional work included grinding areas of corrosion and flaking paint from approximately 224 locations on steel RO train vessel supports and metal base plates, including surface preparation, re-coating, and re-grouting.

Throughout the project, IMR's staff worked efficiently and professionally with the Town. They were attentive to detail as evidenced by the result of their work product, which was outstanding. IMR planned and coordinated their work well with our water plant operations and maintenance staff to ensure minimal down time of our water treatment plant facilities. IMR's staff was forward thinking and brought potential issues to our attention before they became problems or delays to their work. Their diligence and attention to detail enabled IMR to complete the project ahead of schedule. Town initiated requests for change order proposals were handled by IMR in a timely and professional manner, pricing was fair and reasonable. Jim Dolby, Dave LaPorte, DJ Kerkow, and Bryan Beck were respectful to the Town's needs and a pleasure to work with. I highly recommend IMR as a top quality concrete restoration contractor.

Should you have any questions or need any additional information, please do not hesitate to contact me at your convenience.

Sincerely,

Amanda Barnes, P.E.
Assistant Director of Utilities



CLAYBAUGH PRESERVATION ARCHITECTURE INC

361 W. Government St. Taylors Falls, Minnesota 55084

July 31, 2017

Dave LaPorte, Principal
Innovative Masonry Restoration, LLC
16264 Lakeside Ave. SE
Prior Lake, MN 55372

**City Hall and Sheldon Auditorium
Masonry Restoration Projects**

Dear Dave:

This letter is a positive recommendation for your firm based your performance on the Red Wing City Hall and Sheldon Theatre masonry restoration projects. The work was professionally done and on time. Your project superintendents were cooperative and professional.

Submitted by,
CLAYBAUGH PRESERVATION ARCHITECTURE INC

Robert J. Claybaugh AIA, President
File: RED-DL-073117



Iowa Department of Human Services

Terry E. Branstad
Governor

Kim Reynolds
Lt. Governor

Charles M. Palmer
Director

August 15, 2014

Mike Mann
Innovative Masonry Restoration
5913 Woodson Road
Kansas City, Ks. 66202

Dear Mike,

For the past several months your company has had a crew working at our facility. I just wanted to let you know that I would recommend them to anyone. Carlos Morales was the foreman and I believe Jose Mares and Jay Ibanez were the other two gentlemen working with Carlos. It is very obvious that they take much pride in their work and make a great effort to please the customer. They also have very good work ethics. They show up on time every day and work all day, about the only thing that stopped them was pouring rain. It is very rare for a construction crew to work on this campus and me not get some complaints from the employee, but I didn't receive any the entire time they worked here.

I hope your company can work for us in the future. If anyone would call me and ask, I would give them an A+ rating.

Sincerely,

James Stowater
Plant Operations Manager
Cherokee Mental Health Institute
1251 West Cedar Loop
Cherokee, IA 51012
Phone-712-225-1699
Fax-712-225-6966
jstowat@dhs.state.ia.us

Historic Florida Keys Foundation

2022 Preservation Award Winners

Certificates of Excellence as well as a Star.

Photos © Historic Florida Keys Foundation 2020 Award Winners 2

[Back to Album](#) [Play Slideshow](#) [Download](#)



[Previous](#)

West Martello, Citadel, 1100 Atlantic Blvd.
Owner: Monroe County Board of County Commissioners

Project Management: Cary Knight & Cary Vick
Architect: David Salay, Bender & Associates
Builder: Innovative Masonry Restoration, Inc.

[Next](#)



[MISSION & HISTORY](#)

[HISTORIC PROPERTIES](#)

[MONROE COUNTY
HISTORIC PRESERVATION
PROGRAM](#)

[KEY WEST CEMETERY](#)

[RECENT PROJECTS](#)

[PRESERVATION AWARDS](#)

[RESOURCES FOR
PRESERVATION](#)

[CONTACT & DONATE](#)

[HISTORIC FLORIDA
KEYS FOUNDATION](#)

Old City Hall
510 Greene Street
Key West FL 33040
305.292.6718

[Click here to send an email.](#)



**PATE
BONDING
INC.**

1276 So. Robert St. • West St. Paul, MN 55118 • Phone: (651) 457-6842 • Fax: (651) 457-7531 • Web Site: www.patebonding.com

January 17, 2023

RE: Innovative Masonry Restoration LLC
Prior Lake, MN

To Whom It May Concern:

We are writing to you at the request of Innovative Masonry Restoration LLC. Granite Re, Inc. is the Surety on the account and is an A+/XV (\$2B+) rated company by AM Best. Pate Bonding, Inc. is the Bonding Agent for Innovative Masonry Restoration LLC since 2013.

Innovative Masonry Restoration LLC has a current bond program of \$20,000,000.00 Single and \$25,000,000.00 Aggregate.

If a contract is awarded to Innovative Masonry Restoration LLC it is our present intention to become Surety on the Performance and Payment Bonds required by the contract. This is contingent upon our satisfaction with the contract documents and Innovative Masonry Restoration LLC continuing to satisfy other underwriting considerations.

Any arrangement for Bonds required by the contract is a matter between Innovative Masonry Restoration LLC and the Surety and we assume no liability to you or your third parties, if for any reason we do not execute these Bonds.

Please feel free to contact me should you require any additional information regarding Innovative Masonry Restoration LLC current bond program.

Sincerely,

Nicholas Hochban

May 12, 2023

To Whom It May Concern:

Please consider this letter an endorsement of Innovative Masonry Restoration, LLC and its ownership/management. While working with the company since 2013, they have provided accurate and timely financial information and have demonstrated a high level of industry knowledge. Furthermore, management has demonstrated a commitment to maintaining a well-capitalized business and has demonstrated adequate liquidity and financial reserves.

These factors have all contributed to Fidelity Bank's extension of credit to assist the company with its operational and growth needs, including working capital and equipment loans. All arrangements have been handled in an exemplary manner and I personally hold the principals in high regard. If you need additional info, please feel free to contact me directly at (952) 830-7221.

If you need additional info, please feel free to contact me directly at (952) 830-7221.

Regards,

Jeff Campbell

Jeff Campbell
Senior Vice President
Fidelity Bank



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2022

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 CSDZ, LLC 225 South Sixth Street, Suite 1900 Minneapolis MN 55402	CONTACT NAME: Sarah Edwards	
	PHONE (A/C. No. Ext): 612-349-2407	FAX (A/C. No):
E-MAIL ADDRESS: sedwards@csdz.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Indemnity Company		25658
INSURER B: Travelers Property Casualty Co. America		25674
INSURER C: Travelers Casualty & Surety Company		19038
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 2111234163

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 <input checked="" type="checkbox"/> Cont Liab Per <input checked="" type="checkbox"/> Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			DTCO4P65049AIND22	12/17/2022	12/17/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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			8104P1574342226G	12/17/2022	12/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP4P1580982226	12/17/2022	12/17/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB4P1432692226G	12/17/2022	12/17/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Pollution Liability Coverage:
 WF1 Westchester Fire Insurance Company
 Policy Number G46644414
 Policy Term 12/17/2020 - 12/17/2021
 Contractor's Pollution Liability (Occurrence)
 \$2,000,000 Each Condition
 \$2,000,000 Aggregate
 \$10,000 Deductible

CERTIFICATE HOLDER**CANCELLATION**

Sample	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 

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FPRA Regular Meeting

8. c.

Meeting Date: August 8, 2023

Re:

SUBJECT:

Jetty Area Police Detail

Attachments

Downtown Detail Overview



OFF-DUTY DOWNTOWN DETAIL OVERVIEW

The Off-Duty Officers working the Downtown Detail are expected to be ambassadors for the City and ensure the safety and security of the downtown area. Some of their duties consist of:

- **Making contact with business owners:** Officers are instructed to make contact with owners or staff of the downtown businesses periodically throughout their shifts. The goal of these interactions is for the FPRA Detail Officers to establish a rapport with business owners and staff and discuss any issues regarding their business or the downtown area.
- **Responses to disturbance calls:** These are nonviolent nuisance crimes or complaints such as about drinking in public, noise, suspicious behavior, domestic arguments, indecent exposure or disorderly conduct.
- **Directed close patrols:** Directed patrols conducted in locations where the need for frequent inspection is deemed necessary. These areas as it pertains to the Downtown area are but not limited to: city parking garage, alleyways and breezeways, fishing piers, Marina Square, City Marina and docks etc.
- **Traffic related concerns:** The officer may issue traffic citations, warning tickets and parking tickets.
- **Trespass warnings:** A communication from an owner or lessee, or a person authorized, to an undesired person warning him to depart the property and not to return. This action is facilitated by a Sworn Law Enforcement Officer and logged at 911 Emergency Operations Center.
- **Conduct field interviews of persons causing disturbances:** The brief detainment of an individual, whether on foot or in a vehicle, based on reasonable suspicion, for the purposes of determining the individual's identity and resolving the officer's suspicions concerning criminal activity, such as [CFA 18.09 a]:
 1. Has reasonable suspicion that the subject may have committed, may be committing, or may be about to commit a crime.
 2. Believes the subject may be a hazard.
 3. Believes the interview may have a preventive effect.

**PATROL
AREA**

The Downtown area is east of US1, between Seaway Drive and Citrus Avenue with extra patrol of the Galleria (Orange / Avenue 2nd Street) and the alleyways between 113 and 121 N 2nd (Kraaz and Kraaz Building and FRLS building).

**OFFICERS
NEEDED**

Two officers are needed for general security and foot patrol for the Downtown area of Fort Pierce.

**MODE OF
TRANSPORTATION**

The officers patrol the downtown via foot, segway (if trained), and bicycle (if certified).

**HOURS OF
PATROL**

Fridays
6:30pm - 2:30am

Saturdays
8:00am - 2:00pm
3:00pm - 9:00pm
9:00pm - 3:00am

Sundays
8:00am - 12:00pm

FPRA Regular Meeting

8. d.

Meeting Date: August 8, 2023

Re:

SUBJECT:

Jetty Area Temporary Parking Lot

Attachments

Aerial View of Temporary Lot



CITY-OWNED
JETTY AREA TEMPORARY PARKING LOT

FPRA Regular Meeting

9. a.

Meeting Date: August 8, 2023

Re:

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

FPRA Programs and Activities Summary

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

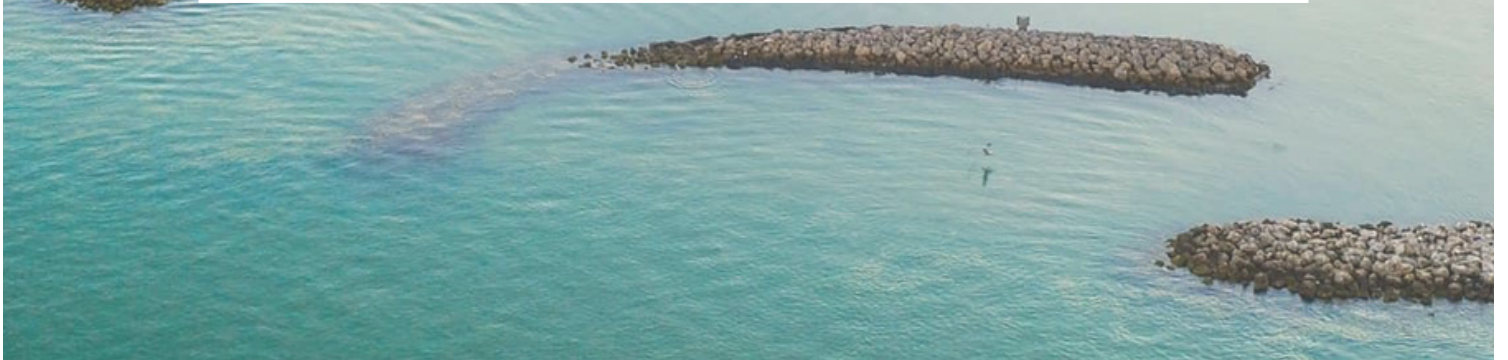
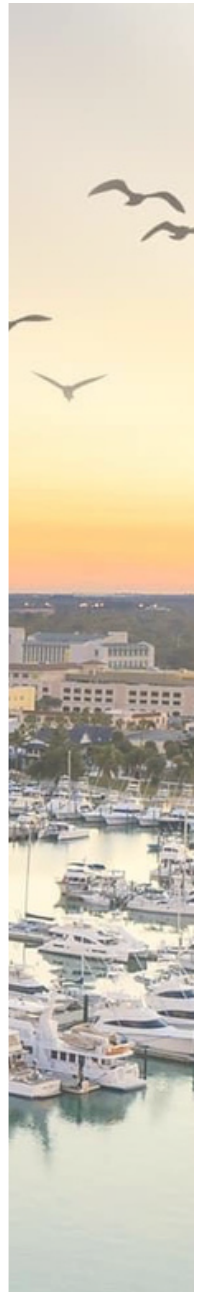
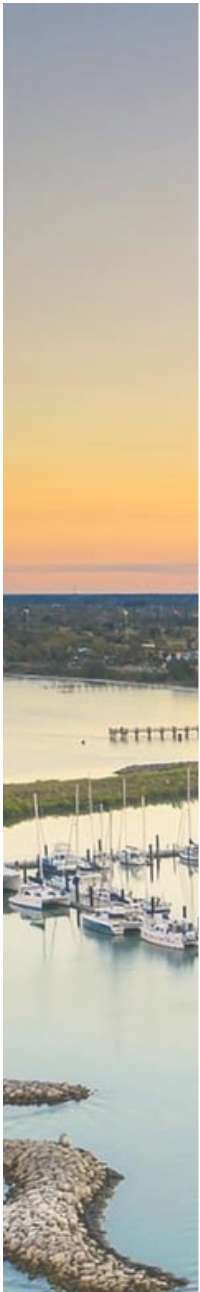
Attachments

FPRA Programs & Activities Summary

FORT PIERCE REDEVELOPMENT AGENCY

PROGRAMS & ACTIVITIES SUMMARY

JULY 2023





FISHERMAN'S WHARF

The City Commission approved the third amendment on March 6, 2023, extending the deadline for the City to cure the title and survey objections to September 2023.

Fisherman's Wharf is located at the southern end of the Port and only a quarter mile from the former King Plant site, acts as a buffer between the working port area and historic Downtown Fort Pierce. It is currently underutilized and represents a significant opportunity to create a destination waterfront development in the Fort Pierce Redevelopment Area.

In early 2020, the Fort Pierce Redevelopment Agency (FPRA) embarked upon a two-phase solicitation process - Request for Qualifications and Request for Proposals - for the redevelopment of Fisherman's Wharf. The goal for the redevelopment is to create a unique place where people will visit and gather to shop, dine, work, and live. Retaining waterfront accessibility to all residents and visitors and enhancing the waterfront for public use is a top priority while also achieving redevelopment of the parcels that will add to the tax base and stimulate the economic activity in the redevelopment area.

The FPRA ultimately executed a development agreement with the highest ranked proposer, Pierce 1 Marina, to develop a \$26-Million mixed-use project including a state-of-the-art automated dry stack boat storage facility, restaurants, water taxi, marina, residential and retail. Throughout 2021 and 2022, both parties worked on their respective obligations per the agreement. The FPRA Board, City of Fort Pierce and Pierce 1 Marina have since executed several amendments to the agreement to extend the deadlines in the agreement for the City to cure title and survey objections.

KING'S LANDING

Audubon Development is currently working on submitting revisions in accordance with the Development Permit Compliance Review process. In addition, Audubon will be back before the Planning Board and City Commission in the coming months for plat approval. This is needed as the Villas have been redesigned with rear-load garages and will now accommodate ten homes instead of the original eight.



Ten years ago, the City demolished the old H.D. King Power Plant and spent the last decade cleaning up the 7-acre site. The City of Fort Pierce and Fort Pierce Redevelopment Agency worked tirelessly for years to find the right redevelopment project for the former H.D. King Plant site in Downtown Fort Pierce and in 2019, history was made. Following a competitive bid process, the FPRA Board selected Audubon Development as the highest ranked bidder in June 2019. The redevelopment of the former H.D. King Power Plant Site remains a top priority for the City of Fort Pierce and FPRA. The development agreement with Audubon Development for the \$85-million-dollar King's Landing mixed-use development was executed in November 2019. Although the time provisions were extended due to the COVID-19 Pandemic, both parties worked together to complete all obligations in the agreement.

On February 7, 2022, the City Commission approved the site plan and all necessary development review applications for King's Landing. On March 8, 2022, the FPRA Board passed a resolution to convey the eleven parcels to Audubon Development and the FPRA executed the warranty deed transferring the parcels to Audubon Development.

Audubon Development is responsible for meeting all benchmarks and deadlines as outlined in the amended and restated agreement that was executed on February 8, 2022. Audubon subsequently began the subsurface debris removal process with a \$170,000 contribution from the FPRA and applied for building permits for the Phase I infrastructure by the deadline of August 22, 2022.

In tandem with the development of King's Landing, the City partnered with the Fort Pierce Utilities Authority and Economic Development Council to apply for a Florida Job Growth Grant through the Florida Department of Economic Opportunity. On August 30, 2022, Governor Ron DeSantis awarded the City of Fort Pierce a \$2.7 million Florida Job Growth Grant to help fund infrastructure improvements in Downtown Fort Pierce. The critical infrastructure improvements include water, wastewater, electric, fiber, natural gas, roadway and sidewalk improvements. The infrastructure upgrades will stimulate more than \$72 million of private investment on along Indian River Drive.

The City and FPRA have embarked upon numerous planning studies that address the downtown including the 2020 FPRA Redevelopment Plan, the 2020 Parking Study, the 2021 Retail Market Study and Strategies, the 2008 Downtown Waterfront Charrette, the 2020 Port of Fort Pierce Master Plan, the 2014 Martin and St. Lucie Regional Waterways Plan. With many new projects planned or underway, it is important for us to have a strong vision for the future with a plan that is both comprehensive and relevant. Through the Downtown Master Plan, FPRA sought to establish a clear vision for future development within the Central Business District and adopted an implementation strategy to guide (re)development efforts.

In March 2022, the Fort Pierce Redevelopment Agency approved S&ME's proposal and initiated the Downtown Master Plan. The community was invited to participate in a series of interactive events in June 2022 as part of the Downtown Master Planning process. During the week, a team of design experts met with stakeholders like local citizens, businesses, community groups, and property owners to develop a shared vision for the future of Downtown Fort Pierce and adopt an implementation strategy to guide development. As part of this effort, the public had three opportunities to collaborate and share their ideas with the project team as well as to learn more about the Downtown Master Planning process. Stakeholders were also encouraged to provide their feedback online by visiting the Downtown Master Plan project website. This interactive platform allowed community members to share insights by taking a brief survey; commenting on development, mobility, arts and culture, and green space on an interactive map; and prioritizing spending with a budget game.

The final Downtown Master Plan was accepted by the FPRA Board in November 2022. The plan has created a sense of excitement among citizens and garnered significant interest from various community groups and HOAs. This engagement has sparked a renewed interest in Downtown Fort Pierce and a shared commitment to making it a vibrant and thriving hub of activity and growth.

The FPRA also incorporated the phase I projects into the FPRA Capital Improvement Plan for funding and implementation. This plan has set the stage for the FPRA to apply for a variety of funding opportunities and grants. By providing a clear and comprehensive vision for the future of Downtown Fort Pierce, the plan has given the FPRA the necessary information and imagery to successfully secure competitive grants.

The success of the Downtown Master Plan has not only stimulated much-needed progress but also ignited a sense of pride and optimism in the community. By leveraging the power of the Downtown Master Plan, the FPRA can attract valuable resources to help create a vibrant community that all residents and visitors can enjoy.

DOWNTOWN MASTER PLAN

As a continuation of the Downtown Master Plan, FPRA is currently developing a Request for Qualifications to solicit various professional services to initiate planning, design, and implementation of the Phase 1 projects.



INFILL LIEN REDUCTION PROGRAM

To date, three development agreements have been executed. Two houses are complete and the other is in the building permit application phase. All properties are located within FPRA boundaries.



In January 2022, the City launched an Infill Lien Reduction Program to encourage new construction on vacant property throughout the entire city. The program promotes reinvestment and revitalization of vacant infill properties by providing the property owner relief from the 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. There will be specific time parameters associated with obtaining building permits and completing the new residential construction to be eligible for the refund.

WAYFINDING

The service agreement will go before the FPRA Board for approval on August 8, 2023.



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 received 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) on May 9, 2023.

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.
- **GOAL 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.

OLD CITY HALL

We are currently in the process of obtaining quotes from licensed contractors to begin the initial phase to paint and improve the exterior of the building.



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

- **GOAL 12.5.** The Fort Pierce Redevelopment Agency shall evaluate opportunities to utilize and improve City-owned sites, facilities and public spaces to accommodate and encourage outdoor events, activities, and performances and festivals.
- **GOAL 13.** The FPRA shall celebrate and support historic preservation and cultural heritage activities within the Redevelopment Area.

COMMERCIAL FAÇADE GRANTS



We are excited to announce that we plan to launch the FPRA Commercial Façade Grant program for the fiscal year 2023-2024. Our ultimate goal is to create a thriving and vibrant community that becomes a sought-after destination for both businesses and residents.

The primary objective of the Fort Pierce Redevelopment Agency (FPRA) Commercial Façade Grant is to promote the revitalization of commercial corridors within the FPRA district. The grant's primary objective is to encourage private investments that will enhance the overall look of buildings and properties, while also addressing issues related to blight and non-conforming design standards.

By participating in this program, property owners and businesses are motivated to enhance the visual appeal of their establishments, leading to a positive impact on property values, higher tenant occupancy rates, and fostering economic development.

On April 12, 2022, the Commercial Façade Reimbursable Grants were granted to four properties: 809 Delaware Avenue, 825 N. Indian River Drive, 1105 Seaway Drive, and 906 Delaware Avenue. Currently, the projects at 1105 Seaway Drive and 906 Delaware Avenue have been successfully completed, and they have already submitted their reimbursement requests.

The project at 825 N. Indian River Drive, known as Captain's Galley Restaurant, is in its final stages and is nearing completion. The deadline for submitting reimbursement requests for this property is October 2023.

Dean Properties, situated at 809 Delaware Avenue, obtained an extension for their project. They are required to finish the construction by February 2024 to be eligible for reimbursement.

INTERIOR UPLIFT GRANTS

The Fort Pierce Redevelopment Agency (FPRA) Commercial Interior Uplift Grant is a program offered to commercial property owners and businesses for interior upgrades. The primary focus of this initiative is to address the degraded building systems and contribute to the long-term economic sustainability of the property. Our goal is to eliminate functional obsolescence, remedy deterioration, and enhance the energy efficiency of existing buildings within the FPRA District.

By bringing these buildings up to current building codes and making them more suitable for occupancy, we strive to improve the overall appeal and viability of the area and contribute to the revitalization of the FPRA District.

The Interior Uplift Grants were awarded on August 9, 2022, to the following properties 616 Atlantic Avenue, 118 N 9th Street, 709 S 5th Street, 300 S 6th Street, and 710 Orange Avenue. The recipients were given 18 months to complete their projects and submit their requests for reimbursement.



The grants meet several objectives outlined in the FPRA 2020 Redevelopment Plan including:

- **GOAL 7.** The Fort Pierce Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area.
- **GOAL 7.1.** The Fort Pierce Redevelopment Agency shall evaluate additional regulatory and financial incentives for potential implementation that encourages private sector investment and business development within the Redevelopment Area.
- **GOAL 9.** The Fort Pierce Redevelopment Agency shall support small businesses, start-up businesses and support entrepreneurial activity within the Redevelopment Area.

PAINT PROGRAM



The FPRA Paint Program was established to encourage commercial and residential property owners to improve the exterior of their structures. The purpose of this program is to brighten and transform both residential and commercial properties situated within the FPRA District. The program offers financial support in the form of a reimbursable grant, providing up to \$1,000 per home or business to cover the expenses related to exterior paint and paint supplies.

The FPRA Paint Program is successfully achieving the goals by helping property owners to revitalize and renovate their commercial and residential properties within our district. This program sets in motion the catalytic effect of making neighborhoods more welcoming and enticing to visitors, residents, and potential homebuyers.

We have approved a total of twenty-four properties for reimbursement, amounting to \$19,405.97. As a result, we currently have \$30,594.03 remaining funds for the program.

Out of the approved properties, twelve are commercial and twelve are residential.

Our ultimate goal is to create a thriving and vibrant community that becomes a sought-after destination for both businesses and residents.

Exciting news! The FPRA Board has recently approved additional funding for the upcoming 2023-2024 fiscal year. This increased support reaffirms our commitment to realizing the ultimate goal of establishing a thriving and vibrant community.



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

- **GOAL 5.7.** The Fort Pierce Redevelopment Agency shall evaluate for implementation additional residential improvement programming for existing homeowners within the Redevelopment Area.
- **GOAL 5.9.** The Fort Pierce Redevelopment Agency shall establish a residential improvement and stabilization grant program to provide funding that encourages the redevelopment and repair of owner-occupied single family residential structures within the Redevelopment Area.
- **GOAL 7.** The Fort Pierce Redevelopment Agency shall increase private sector investment and business development.



SURPLUS PROPERTY



The restoration of Fort Pierce's neighborhoods is a key strategy to revitalizing the Fort Pierce Redevelopment Area (FPRA). An effective strategy to accomplish this goal is by selling surplus property owned by the FPRA. When the FPRA Board formally designates a property as surplus, it will be put up for sale to the public through a Request for Proposals (RFP) process. This will allow interested parties to submit their proposals for the development or utilization of the surplus property, thereby contributing to the overall revitalization efforts of the area.

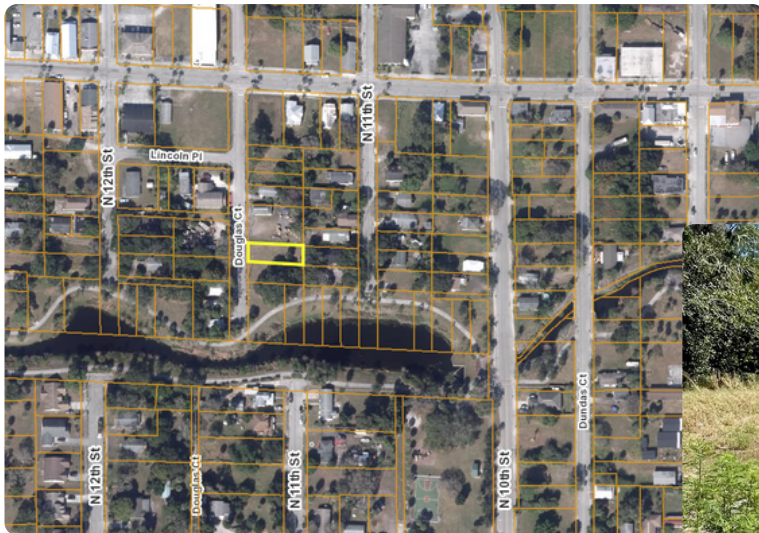
The evaluation criteria used by the City to assess proposals will include, but are not limited to, the following factors:

- Proposed improvements or utilization of the property.
- Project timeline for the development
- The economic impact the proposed project may have on the area.
- The experience of the developer or the narrative from the owner/occupant, if applicable.

It is anticipated that there will be next round of properties ready for sale through the Purchasing Department bid process in the Fall.

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

- **GOAL 5.** The Fort Pierce Redevelopment Agency shall diversify area housing stock, improve substandard homes and provide a mix of above and below-market rate housing.
- **GOAL 6.** The Fort Pierce Redevelopment Agency shall support affordable alternatives to the area's traditional single family housing stock.



SMALL BUSINESS INITIATIVES



CITY OF FORT PIERCE SMALL BUSINESS PATHWAY PROGRAM

Through a partnership with the Small Business Development Center and CareerSource, we will soon launch the first City of Fort Pierce Small Business Pathway Program. The program is expected to open in September and will cover topics such as Finding Financing, Small Business Support Services, Marketing & Promotion, and Recruitment and Retention. The program is being created because of the Small Business Development Poll that was conducted in December of 2022. Results of the survey demonstrate an interest and need for developmental programs to assist small businesses in our community. For more information, please visit and stay tuned to the city's website and social media accounts.

HOW TO DO BUSINESS WITH THE CITY INSTRUCTIONAL VIDEOS

The Fort Pierce Redevelopment Agency will be working with the communications division to create engaging videos that will inform local small businesses on a variety of topics related to doing business with the City of Fort Pierce. Topics that will be covered are: How to Become a Vendor, Business Tax Receipts, Vacation Rental Registration, Planning & Zoning, and The Permit Process. This project is a result of the Small Business Development Poll, and it aims to support local small businesses that may not be aware of the cities policies or processes that affect them and their ability to have the City as a client/customer. Once the videos are completed, they will be shared with local business associations and other groups, posted to social media and the city's website, the City Manager's Report, and more.

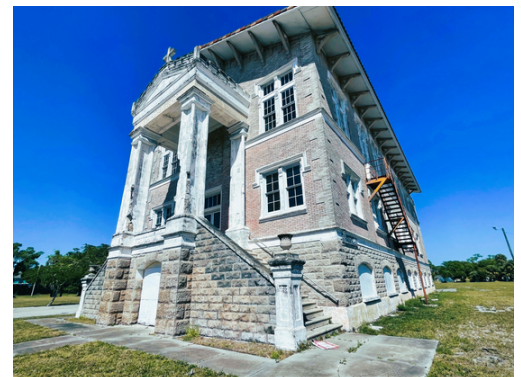
OLD ST. ANASTASIA

Earlier this year, the Fort Pierce Redevelopment Agency (FPRA) authorized staff to issue a request for proposal to obtain a contractor that can improve the outward appearance of the Old St. Anastasia Catholic School Building, which is located on 10th Street and Orange Avenue. Old St. Anastasia was built in 1914 and later sold to the FPRA in the 1980s. For the 2022-2023 Fiscal Year Budget, the FPRA Board approved the allocation of \$500,000 towards the exterior restoration of the building as part of a multi-phased approach toward the redevelopment of the site it sits on.

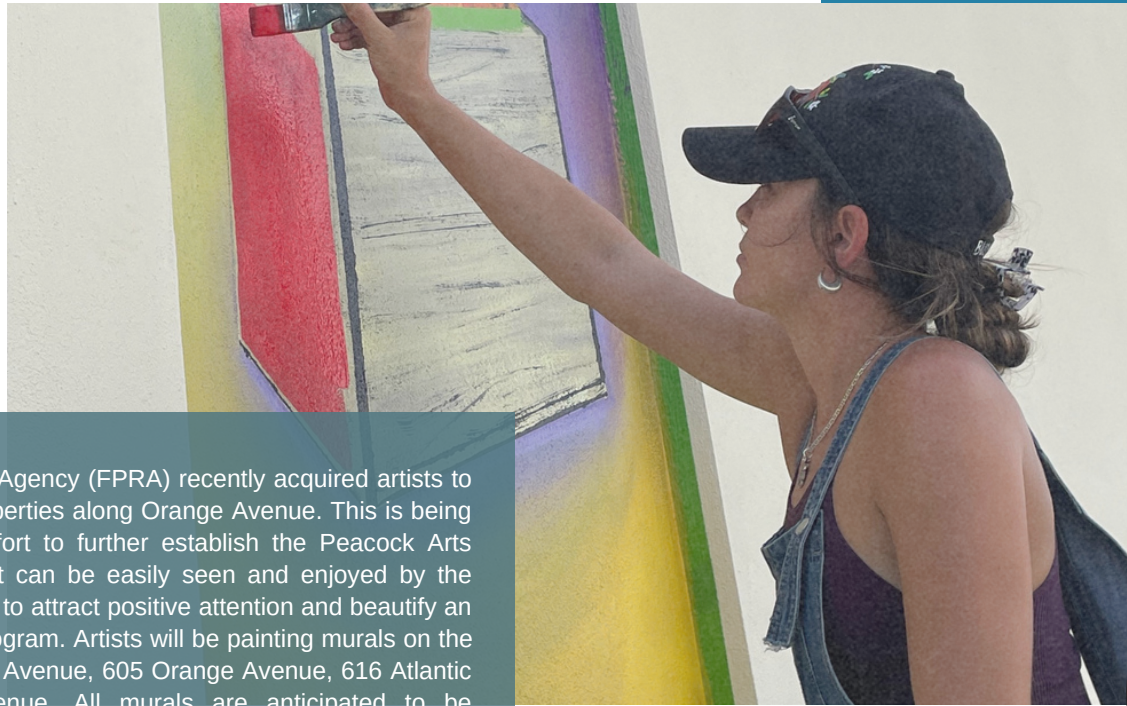
By restoring the exterior structure, it will aid in the FPRA's purpose of eliminating slum and blight in the community and creating an inviting environment for all to enjoy. Restoration will consist of repairing and refreshing the current structure so that it resembles its original look. At the FPRA Board Meeting on August 8, 2023, staff will present the results of the RFP to receive direction from the Board on the next steps.

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

- **GOAL 12.1.** The Fort Pierce Redevelopment Agency shall evaluate and identify for potential acquisition, restoration and redevelopment, abandoned and/or historically-significant structures for potential reuse as community centers, event or performance spaces, rentable commercial kitchens and/or shared workspaces.
- **GOAL 12.5.** The Fort Pierce Redevelopment Agency shall evaluate opportunities to utilize and improve City-owned sites, facilities and public spaces to accommodate and encourage outdoor events, activities, and performances and festivals.
- **GOAL 13.** The FPRA shall celebrate and support historic preservation and cultural heritage activities within the Redevelopment Area.



PAD MURAL PROGRAM



The Fort Pierce Redevelopment Agency (FPRA) recently acquired artists to paint murals on participating properties along Orange Avenue. This is being done as part of the FPRA's effort to further establish the Peacock Arts District with more public art that can be easily seen and enjoyed by the community. There is power in art to attract positive attention and beautify an area, and that is a goal of the program. Artists will be painting murals on the following properties: 500 Orange Avenue, 605 Orange Avenue, 616 Atlantic Avenue, and 710 Orange Avenue. All murals are anticipated to be completed in about one and a half months. Artists that are participating in the program are Zoey A. Bridges, Nicole "Nico" Holderbaum, and Samara Ash. Currently, a mural painting has already begun taking form at the 500 Orange Ave property and is being done by Zoey. We encourage you to stop by and take a look. Stay tuned to the city's social media and website for updates on the progress of the murals.



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

- **GOAL 11.3.** The Fort Pierce Redevelopment Agency will support the development of public art, art-related development, and art-related activities and events within the Redevelopment Area.
- **GOAL 12.** The Fort Pierce Redevelopment Agency shall enhance and develop the Peacocks Arts District.





Oaks at Moore's Creek

The construction of the infrastructure will be completed August 15, 2023. Plans are being made to schedule a ground breaking in September 2023 to mark the beginning of the construction of the single-family homes. In addition staff is working with the FPUA and St. Lucie County to see how we can work collaboratively to keep the prices of the homes at an affordable rate.



Means Court Center

Since meeting with Incubate Neighborhood Center, the primary occupant of the building, the organization's design professional has provided weekly updates regarding developing the plans to submit for the Change of Use application. It is estimated that the plans will be completed and submitted to the Building Department by August 1, 2023



The ROOT

Lincoln Park Young Professionals are working with Remnant Construction, the new contractor of record for the project, to determine how much progress was made and what work has been done by and the previous contractor. Once this review is complete, the organization will be able to ascertain how work still needs to be done and what permits are needed to complete the project. Construction site fencing has been installed at 1134 and 1138 Avenue D, signaling the commencement of work. **The projected completion date is November 2023.**



Highwaymen Museum

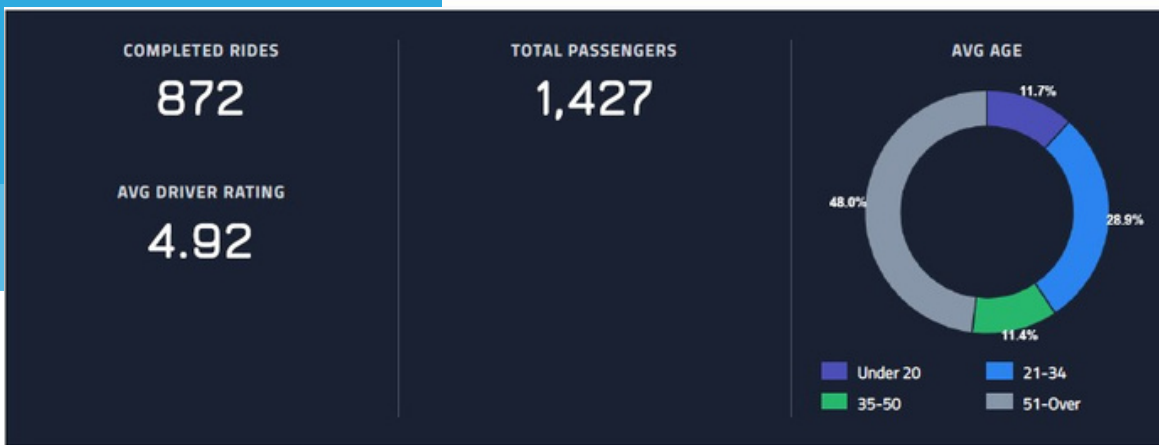
Staff met with the project contractor and architect to do a walk through of the building and provide the team with a set of keys. Staff is also working with the Communication Division to set up a schedule to chronicle the work being done to transform the building into the museum.



ZONE SUMMARY

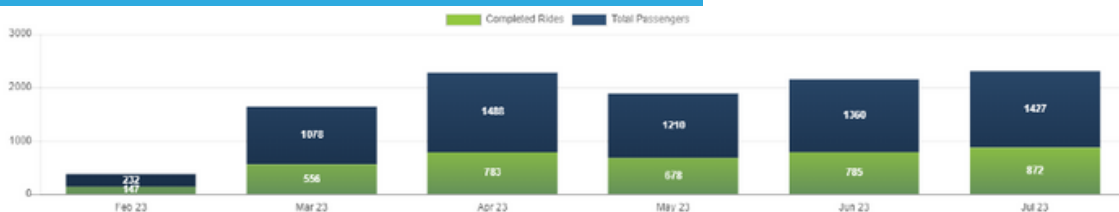
FREEBEE

JULY RIDERSHIP

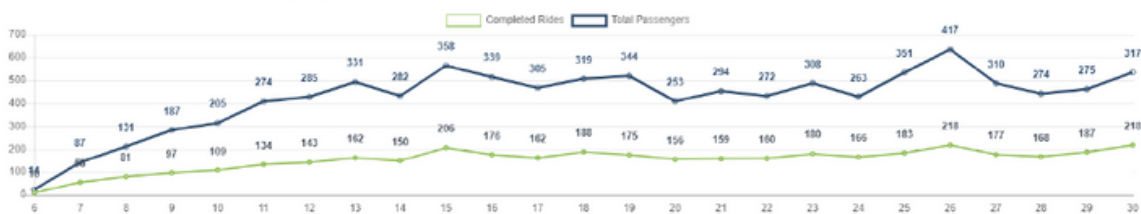


AVERAGE TIME	Ride request to selected 0.27m	Ride request to pickup 7.98m					
RIDES BY WAITING TIMES	0-10 Min 660	10-15 Min 150	15-20 Min 41	20-30 Min 20	30+ Min 1		
APP RIDES	725	FLAG DOWN RIDES	147	MEN DRIVEN	831	FEMALE DRIVEN	599

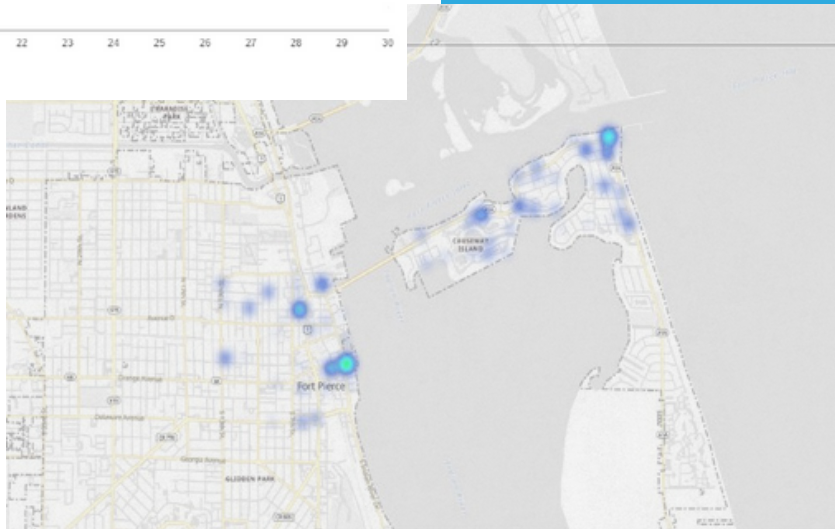
PASSENGERS & RIDES BY MONTH



PASSENGERS AND RIDES BY WEEK (YTD)



HEAT MAP



DOWNTOWN DETAIL

The Off-Duty Officers working the Downtown Detail are expected to be ambassadors for the City and ensure the safety and security of the downtown area. Some of their duties consist of:

- **Making contact with business owners:** Officers are instructed to make contact with owners or staff of the downtown businesses periodically throughout their shifts. The goal of these interactions is for the FPRA Detail Officers to establish a rapport with business owners and staff and discuss any issues regarding their business or the downtown area.
- **Responses to disturbance calls:** These are nonviolent nuisance crimes or complaints such as about drinking in public, noise, suspicious behavior, domestic arguments, indecent exposure or disorderly conduct.
- **Directed close patrols:** Directed patrols conducted in locations where the need for frequent inspection is deemed necessary. These areas as it pertains to the Downtown area are but not limited to: city parking garage, alleyways and breezeways, fishing piers, Marina Square, City Marina and docks etc.
- **Traffic related concerns:** The officer may issue traffic citations, warning tickets and parking tickets.
- **Trespass warnings:** A communication from an owner or lessee, or a person authorized, to an undesired person warning him to depart the property and not to return. This action is facilitated by a Sworn Law Enforcement Officer and logged at 911 Emergency Operations Center.
- **Conduct field interviews of persons causing disturbances:** The brief detainment of an individual, whether on foot or in a vehicle, based on reasonable suspicion, for the purposes of determining the individual's identity and resolving the officer's suspicions concerning criminal activity, such as [CFA 18.09 a]: 1. Has reasonable suspicion that the subject may have committed, may be committing, or may be about to commit a crime. 2. Believes the subject may be a hazard. 3. Believes the interview may have a preventive effect.

PATROL AREA

The Downtown area is east of US1, between Seaway Drive and Citrus Avenue with extra patrol of the Galleria (Orange / Avenue 2nd Street) and the alleyways between 113 and 121 N 2nd (Kraaz and Kraaz Building and FRLS building).

OFFICERS NEEDED

Two officers are needed for general security and foot patrol for the Downtown area of Fort Pierce.

MODE OF TRANSPORTATION

The officers patrol the downtown via foot, segway (if trained), and bicycle (if certified).

HOURS OF PATROL

Fridays	Saturdays	Sundays
6:30pm – 2:30am	8:00am – 2:00pm	8:00am – 12:00pm
	3:00pm – 9:00pm	
	9:00pm – 3:00am	

Off-Duty Officers of the Fort Pierce Police Department continued to patrol the downtown area, via foot patrols, Segway, and bicycles throughout the month of July 2023. Officers continued to check with our local businesses within the downtown area and are providing positive feedback from the owners and staff as well as the visiting public. Officers responded to several calls for service to include misdemeanor traffic issues, parking concerns, and minor disturbances. Several field interviews and trespass warnings were documented during this time frame.

The values below are approximate based on Computed Aided Dispatch Logs and incidents reported by officers on the Fort Pierce Police Departments "Off-Duty Detail Report".



89

Businesses
Contacted



135

Directed Close
Patrols



8

Traffic Related
Issues/Parking
Concerns



1

Response to
Rescue Calls



9

Responses to
Disturbance Calls



5

Trespass
Warnings Issued



3

Arrests

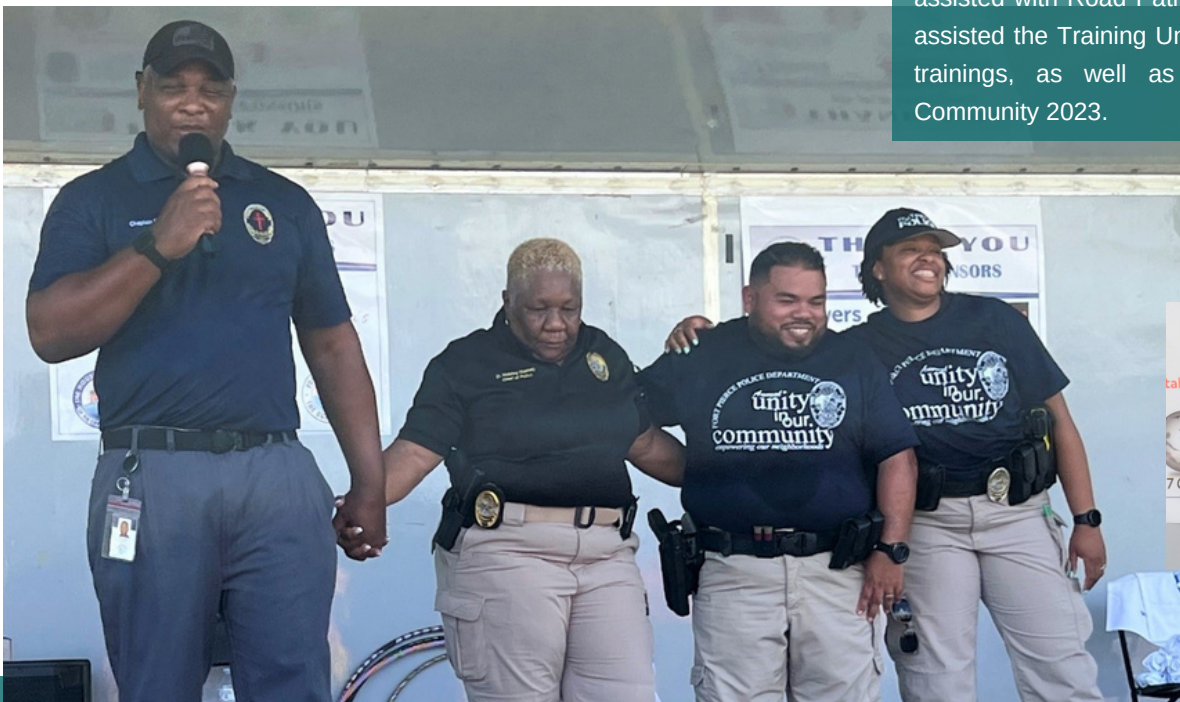


3

Field
Interviews
Conducted

SCHOOL RESOURCE OFFICERS

During the month of July 2023 Fort Pierce Police Department School Resource Officers finished out the summer school sessions at their schools. The SRO's assisted with Road Patrol in answering calls for service, assisted the Training Unit with monthly department wide trainings, as well as participated in Unity in our Community 2023.



SRO Mary Stephens Dan McCarty Middle School

SRO Jorje Goz C.A. Moore

Officer Mary Stephens participated in Unity in our Community as a Master of Ceremony for the entertainment portion of this annual event. She displayed her microphone skills and facilitated fun games and challenges where prizes were awarded to the contestants.

Officer Jorje Goz participated in Unity in our Community as a Master of Ceremony for the entertainment portion of this annual event. He shredded the stage with his awesome dance moves and captivated the audience. Officer Goz kept the audience engaged and had a blast while bringing laughter and fun for all who attended.

Training attended by SRO's during the month of July 2023

- Officer Stephens and Officer Goz attended firearms efficiency training.
- Officer Goz assisted the Training Unit for department wide Firearms Efficiency Training as the Range Safety Officer through several days at Florida Power and Light on Site Firing Range.



The Sunrise Theatre celebrated its 100th anniversary on Saturday, July 29th. The theatre staff worked together with the Sunrise Theatre foundation for months to plan a spectacular fundraiser in the form of a Speakeasy which was fashioned after the theatre's original grand opening on August 1st, 1923, the prohibition era.

From marketing, decorating, planning and budgeted to raising funds through sponsorships and ticket sales. Our volunteer staff greeted and directed guests to a secret door which required a password to enter. After the guests entered the Speakeasy (Black Box) they were handed a goodie bag and a directional Playbill highlighting the rooms to visit.

The lobby area was packed with casino tables such as a Black Jack, Craps, Slots and more. The Vaudeville featured the Peachrine Ragtime Society Orchestra that played music to old black and white silent films, guests could receive dance lessons teaching them how to do the famous Charleston.

On the 2nd floor, in the theatre's VIP lounge was the Bourbon Bar, serving up Old Fashion's and more, while on the 3rd floor, at Rupert's Roost, was fun fortune-telling. At the end of the night, a champagne toast closed out the wonderful evening of glitz and glamour.

Over 500 patrons joined us in celebrating this successful 100-year anniversary. Not only do we look ahead to the next 100 years, the event was so successful in bringing our community, our downtown businesses, we are in talks of planning an annual event with a different theme.



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