FORT PIERCE REDEVELOPMENT AGENCY

BOARD AGENDA

FPRA Regular Meeting - Tuesday, December 12, 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 Minutes from November 14, 2023 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. Approval of General Contractor Services Agreement for the Exterior Restoration of Old St. Anastasia, Bid No. 2023-037, for the Amount of $588,168.46.

b. Approval of Fort Pierce Redevelopment Agency Letter of Support for City of Fort Pierce's Brightline Proposal.

8. **NEW BUSINESS**

a. Commercial Facade Grant Award Recommendation

b. Oaks at Moore's Creek Phase II Update

9. **STAFF COMMENTS**

a. FPRA Programs & 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: December 12, 2023

Re: Minutes of November 14, 2023

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from November 14, 2023 Regular Meeting.

Attachments

Minutes from November 14, 2023

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 5:05 P.M. ON TUESDAY, NOVEMBER 14, 2023.

1. CALL TO ORDER

Chairperson Linda Hudson called the November 14, 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 Manager Nicholas Mimms
City Attorney Sara Hedges
Records Management Coordinator Tina Rel

4. APPROVAL OF MINUTES

a. Approval of Minutes from October 10, 2023, FPRA Regular Meeting

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Jeremiah Johnson to approve the minutes from the October 10, 2023, FPRA Regular Meeting.

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

Passed

5. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to accept the agenda as set.

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

Passed

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.

Chad Ingram
Larry Winter

7. CONSENT AGENDA

a. Approval of the Third Amendment to the grant agreement between the State of Florida, Department of State and the City of Fort Pierce extending the grant period for the Highwaymen Museum project.

b. Approval of the Second Amendment to the Development Agreement for Oaks at Moore's Creek Phase II.

Item 7a of the Consent Agenda was pulled at the request of Commissioner Michael Broderick.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve the remainder of the Consent Agenda.

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

Passed

Project Manager, Audria Moore-Wells, provided an update of the Highwaymen Museum project and addressed questions posed from the Board.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve item 7a of the Consent Agenda,

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

Passed

8. NEW BUSINESS

a. FPRA Resolution 23-07 Authorizing the execution of a deed to transfer fifteen (15) residential lots and a right of way, known as Oaks at Moores Creek Phase II, approximately 3.38 acres located between Avenue B and Canal Terrace, to OMCII, LLC, a Florida limited liability company.

Records Management Coordinator, Tina Rel, introduced the Resolution, read by title only, into the record
FPRA RESOLUTION 23-07

A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, AUTHORIZING THE TRANSFER OF 3.38+/- ACRES BETWEEN AVENUE B AND CANAL TERRACE; DETERMINING THAT IT IS IN THE BEST INTEREST AND WELFARE OF THE CITY AND ITS RESIDENTS; PROVIDING FOR APPROPRIATE BUDGET ITEMS; AND PROVIDING AN EFFECTIVE DATE.

Project Manager, Audria Moore-Wells, provided a brief overview of FPRA resolution 23-07 and answered questions posed by the Board.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve FPRA Resolution 23-07.

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

Passed

b. FPRA Resolution 23-06 authorizing the execution of the sale and development agreement for 424 & 426 Douglas Court.

Records Management Coordinator, Tina Rel, introduced the Resolution, read by title only, into the record

FPRA RESOLUTION NO. 23-06

A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, DETERMINING THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS 424 DOUGLAS COURT AND 426 DOUGLAS COURT, FORT PIERCE, FLORIDA, PREVIOUSLY DECLARED AS SURPLUS PROPERTY TO BE IN THE BEST INTEREST OF THE PUBLIC; DETERMINING THAT A BID FOR THE REAL PROPERTY FROM A THIRD PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST, AND AUTHORIZING AND DIRECTING THE OFFICERS, ATTORNEYS AND AGENTS OF THE FORT PIERCE REDEVELOPMENT AGENCY TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Redevelopment Specialist, Miriam Garcia, provided a brief overview of Resolution 23-06 and answered questions posed by the Board.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve FPRA Resolution 23-06.

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

Passed

c. FPRA Resolution 23-05 authorizing the execution of the sale and development agreement for 612 N 25th Street.

Records Management Coordinator, Tina Rel, introduced the Resolution, read by title only, into the record

FPRA RESOLUTION NO. 23-05

A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, DETERMINING THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS 612 NORTH 25TH STREET, FORT PIERCE, FLORIDA, PREVIOUSLY DECLARED AS SURPLUS PROPERTY TO BE IN THE BEST INTEREST OF THE PUBLIC; DETERMINING THAT A BID FOR THE REAL PROPERTY FROM A THIRD PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST, AND AUTHORIZING AND DIRECTING THE OFFICERS, ATTORNEYS AND AGENTS OF THE FORT PIERCE REDEVELOPMENT AGENCY TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Redevelopment Specialist, Miriam Garcia, provided a brief overview of Resolution 23-05 and

answered questions posed by the Board.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Michael Broderick to approve FPRA Resolution 23-05.

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

Passed

d. Progression Properties LLC redevelopment update for 1409 Avenue J & 2002 Avenue M requesting an additional extension; deadline to commence construction was November 10, 2023

Pamela Carithers, Progression Properties, LLC. and General Contractor Lloyd Constant provided an update and addressed questions posed by the Board.

The Board expressed timing concerns due to upcoming building code changes and inquired as to how much additional time is needed.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve an extension of 120 days from November 15, 2023, with issued building permit.

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

NAY: Commissioner Jeremiah Johnson

Passed

e. General Contractor Services Agreement for the Exterior Restoration of Old St. Anastasia, Bid No. 2023-037, for the Amount of $588,168.46.

Item 8e was pulled at request of City Manager, Nick Mimms.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Michael Broderick to postpone item 8e until the December FPRA meeting.

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

Passed

f. Discussion and direction regarding the Unsolicited Development Proposal submitted by ACCEL Schools and TechnoArts Academy for the purchase and redevelopment of Old St. Anastasia School

City Manager, Nick Mimms commented on receiving an unsolicited proposal and suggested moving forward with the advertisement of the RFP for vendor services for Old Anastasia School.

The Board discussed the community interest in Old St. Anastasia and expressed interest in moving forward with an RFP.

g. Lincoln Park Community Policing

City of Fort Pierce Police Deputy Chief, Kenny Norris along with City of Fort Pierce Police Major Eric Chan, provided an overview of Lincoln Park Community Policing strategy and answered questions posed by the Board.

The Board discussed the benefit of building community relationships and expressed appreciation for the City of Fort Pierce Police Department.

h. 301 South Ocean Drive Discussion

The Board discussed the outcome of 301 South Ocean Drive and the reasons why the proposal was not accepted.

City Manager, Nick Mimms, clarified that the FPRA Board decided not to accept the proposal and took no further action regarding 301 South Ocean Drive.

9. STAFF COMMENTS

a. FPRA Programs & Activities Summary

No Comments.

10. BOARD COMMENTS

The Board discussed the need for Freebee services to be expanded into new areas.

In response to Chairperson Linda Hudson question, Mr. Mimms, gave an update on the RFP for a mobility vendor.

Commissioner Michael Broderick expressed his appreciation for the new template for the Surplus Property Sale Agreement.

11. ADJOURNMENT

Chairperson Linda Hudson adjourned the meeting at 7:55 p.m.

ATTEST:

_____ _____

CITY CLERK CHAIRPERSON

FPRA Regular Meeting **7. a.**

Meeting Date: December 12, 2023

Re: General Contractor Services Agreement for the Exterior Restoration of Old St. Anastasia, Bid No. 2023-037, for the Amount of $588,168.46

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

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SUBJECT:

Approval of General Contractor Services Agreement for the Exterior Restoration of Old St. Anastasia, Bid No. 2023-037, for the Amount of $588,168.46.

SUMMARY:

On August 8, 2023, the Fort Pierce Redevelopment Agency (FPRA) Board awarded Request for Proposals, Bid Number 2023-037, to Innovative Masonry Restoration, LLC, for the exterior restoration of the Old St. Anastasia Catholic School Building. The Board directed staff to enter contract negotiation with the awardee. The FPRA has budgeted $500,000 for the exterior restoration as part of a multi-phased approach toward the redevelopment of the site. City staff is recommending an increased budget at a total of $588,168.46, which is based upon negotiation with the awardee.

The exterior restoration of Old St. Anastasia will help achieve the FPRA's goal to eliminate slum and blight and support historic preservation and cultural heritage activities within the redevelopment area.

RECOMMENDATION:

Staff recommends approval of the agreement.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board

RESPONSIBLE STAFF:

Marsha Commond, Redevelopment Specialist

COORDINATED WITH:

Nick Mimms, City Manager
Shyanne Harnage, Economic Development Manager

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	23-24
Account:	1049400-562100
Amount:	$588,168.46

OTHER INFORMATION:

N/A

Attachments

Presentation
Exhibit A General Conditions
Exhibit B Scope of Work
Exhibit C Bid Contract Forms
Exhibit D Proposal by Innovative Masonry Restoration LLC
Exhibit E Request for Proposal
Exhibit F Schedule of Values
Exhibit G Preliminary Construction Schedule
Exhibit H List of Subcontractors
Agreement and RLS Approval

FORT PIERCE
REDEVELOPMENT AGENCY

Exterior Restoration of
OLD ST. ANASTASIA

by Marsha Commond, MPA



OLD ST. ANASTASIA
Fort Pierce, FL

Pricing Sheet

DESCRIPTION:	TOTAL QUANTITY:	UNITS:	GRAND 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 discplaced 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

FPRA &
INNOVATIVE MASONRY RESTORATION LLC

CONTRACTUAL AGREEMENT

- Pre-restoration Phase - planning and preparation (e.g. condition assessment, design, etc.)
- Restoration Phase - construction activities.
- Approximately takes 10 months to complete. (e.g. 282 days).
- Cost: $588,168.46 ($498,850.96 + Add-ons)

QUESTIONS?



EXHIBIT “A”

GENERAL CONDITIONS

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
1	Contract Documents Defined Terms	2
2	Project Manager	7
3	FPRA	7
4	Contractor	8
5	Subcontractors	12
6	Work by FPRA/Separate Contractors	13
7	Miscellaneous Provisions	14
8	Time	16
9	Payments and Completion	17
10	Protection of Persons and Property	21
11	Insurance Requirements	22
12	Changes in the Work	22
13	Uncovering and Corrections of Work	24
14	Termination of the Contract	25
15	Unfavorable Weather/Other Conditions	26
16	Engineering/Field Inspections Due to Overtime and Delays	26
17	Before Starting Construction	26
18	Precedence of Contract Documents	27
19	Measurement and Payment	27
20	“Deleted”	28
21	Coordination	28
22	“Deleted”	29
23	“Deleted”	29
24	Preconstruction Conference	29
25	Progress Meetings	29
26	Contract Closeout	30

SECTION 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, including Invitation for Bid, Instruction to Bidders, Contractor's Bid (including documentation accompanying the Bid and any documentation submitted prior to the Notice of Award), Performance Bond, Payment Bond, Insurance Certificates and Endorsements, and copies of policies, Notice of Award, Notice to Proceed, these General Conditions, Special Supplemental Conditions, and any Modifications. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Project Manager, as designated by the City Manager, pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work for each project issued by the Project Manager, as designated by the City Manager, pursuant to Paragraph 12.3.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 ADDENDA

Written or graphic instruments issued prior to the Award of the Contract which modify or interpret the Contract Documents by additions, deletions, corrections, or clarifications.

1.1.6 ACCEPTANCE, FINAL ACCEPTANCE

The formal action by the FPRA accepting the Work as being complete, after certification by the Project Manager, as designated by the City Manager, of final completion.

1.1.7 AGREEMENT

The written agreement between the FPRA and the Contractor covering the Work to be performed also designated as the Contract.

1.1.8 APPARENT LOWEST AND BEST BIDDER

The Bidder submitting the lowest and best Bid at the Bid Opening without correction of numerical discrepancies or determination of responsiveness and responsibility.

1.1.9 APPLICATION FOR PAYMENT

The form furnished in the Contract Documents which is to be used by the Contractor in requesting progress payments and an affidavit of the Contractor that progress payments theretofore received from FPRA on account of the Work have been applied by the Contractor to discharge in full all of the Contractor's obligations stated in prior Applications of Payment. The application includes such supporting documentation as required by the Contract Documents.

1.1.10 BID

The offer or proposal of the Bidder submitted in the prescribed manner on the prescribed forms to perform the contemplated Work in accordance with the Contract Documents.

1.1.11 BIDDER

Any individual, partnership, corporation, joint venture, or other legal entity or combination thereof submitting a Bid for the Work, acting directly or through an authorized representative.

1.1.12 BONDS

Instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents including Bid, Performance, and Payment Bonds.

1.1.13 CHANGE ORDER

A written order to the Contractor, approved by the FPRA, complying with the change order procedure established in the Contract Documents, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Amount or Contract Time, or both.

1.1.14 FPRA

The Fort Pierce Redevelopment Agency (FPRA): The Owner.

1.1.15 CONTRACT AMOUNT
The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.16 DAY

A calendar day of 24 hours lasting from midnight one day to midnight the next day.

1.1.17 DEFECTIVE

An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval referred to in the Contract Documents, or has been damaged prior to Final Payment.

1.1.18 DRAWINGS, PLANS

The drawings, plans, or reproductions thereof, which show location, character, dimensions, and details of the Work to be done, which are included in the Contract Documents.

1.1.19 EFFECTIVE DATE OF AGREEMENT

The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties to sign.

1.1.20 FIELD ORDER

A written order issued by the Project Manager, as designated by the City Manager, to the Contractor during construction effecting a minor change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.1.21 LOWEST AND BEST BIDDER

The lowest responsive, responsible Bidder.

1.1.22 MODIFICATION

A written amendment of the Contract Documents signed by both parties, and work directives including but not limited to Change Orders and Field Orders. A modification
may only be issued after the effective date of the Agreement.

1.1.23 NOTICE OF AWARD

The written notice of the acceptance of the Bid from the FPRA to the Lowest and Best Bidder.

1.1.24 NOTICE TO PROCEED

Written communication issued by the FPRA to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

1.1.25 OWNER

The Fort Pierce Redevelopment Agency: The Owner.

1.1.26 PAYMENT BOND

The security furnished by the Contractor and its Surety in the form contained in the Contract Documents as a guarantee that the Contractor will pay in full all bills.

1.1.27 PERFORMANCE BOND

The Security furnished by the Contractor and its surety as a guarantee that the Contractor will perform all of its contractual obligations in accordance with the terms of the Contract Documents; the covered amount of the Performance Bond is separate and distinct from the covered amount of the Payment Bond.

1.1.28 REQUEST FOR INFORMATION

Contractor's inquiries for information shall be submitted to the Project Manager, as designated by the City Manager.

1.1.29 PUBLIC WORKS INSPECTOR

The authorized representative designated by the Project Manager, as designated by the City Manager, assigned for site inspections or any part thereof.

1.1.30 SAMPLE

Samples are physical examples or work including, but not limited to, the following items: Partial sections of manufactured or fabricated work; Small cuts or containers of materials; Complete units of repetitively-used materials; Swatches showing color, texture, and pattern; Color range sets; or Units of work to be used for independent inspection and testing.

1.1.31 SHOP DRAWINGS

All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor or for the Contractor to demonstrate how the Contractor specifically intends to comply with the Contract Documents.

1.1.32 SPECIFICATIONS

Those portions of the Contract Documents consisting of written or graphic technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable there.

1.1.33 SPECIAL SUPPLEMENTAL CONDITIONS

Modifications, additions, or deletions to the General Conditions.

1.1.34 WORD DEFINITIONS

1. Unless other expressly stated, wherever in the Contract Documents the word 'approved,' 'reviewed,' 'acceptable,' 'satisfactory,' 'directed,' 'required,' 'permitted,' 'ordered,' 'designated,' 'prescribed,' or words of like import are used, it shall be understood that the action required,

reference, or determination rests solely with the Project Manager, as designated by the City Manager, or his duly authorized representative.

2. Unless otherwise expressly stated, wherever in the Contract Documents the words 'as shown' or 'as indicated' or words of like import are used, they shall mean as shown or as indicated on the drawings.

3. Unless otherwise expressly stated, wherever in the Contract Documents the word 'provide' is used, it shall mean furnished and installed in place, complete and tested.

4. Wherever the word 'Product' is used in these Contract Documents, it shall refer to materials, systems, and equipment provided by Contractor.

5. The term 'Project Manual' as used in these Contract Documents includes Bidding Requirements, Conditions of the Contract, and Specifications.

1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 The Contract Documents shall be signed in not less than duplicate by the FPRA and the Contractor.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonable inferable there from as being necessary to produce the intended results. Words and abbreviations which have well- known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections, and articles and the arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications, and copies thereof furnished by the FPRA are and shall remain the property of the FPRA, to be used only with respect to this Project and not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the FPRA on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the City Engineer's common law copyright or other reserved rights.

SECTION 2 - THE PROJECT MANAGER, AS DESIGNATED BY THE CITY MANAGER

2.1 The Project Manager, as designated by the City Manager is authorized to oversee implementation of the Contract Documents.

2.2 The Project Manager, as designated by the City Manager, will visit the site at intervals to check the quality or quantity of the Work. The Project Manager, as designated by the City Manager, will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Project Manager, as designated by the City Manager, will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work. The Project Manager, as designated by the City Manager, shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Project Manager, as designated by the City Manager, may perform his functions under the Contract Documents.

2.3 The Project Manager, as designated by the City Manager, will render interpretations necessary for the proper execution of progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Project Manager, as designated by the City Manager, for such interpretations.

SECTION 3 – FPRA

3.1 DEFINITION

3.1.1 The Fort Pierce Redevelopment Agency (FPRA) is the person or entity identified as such in the Owner-Contractor Agreement and is referred to through the Contract Documents as if singular in number and masculine in gender. The term Owner means the FPRA or their authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The FPRA shall furnish legal limitations for the site of the Project.

3.2.2 Except as provided in Subparagraph 4.7.1, the FPRA shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.3 Information or services under the FPRA's control shall be furnished by the FPRA with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.4 Six sets of contract drawings will be furnished to the Contractor free of charge for execution of the Work. Additional sets of documents required by the Contractor will be made available upon payment by Contractor of costs of reproduction.

3.2.5 The foregoing are in addition to other duties and responsibilities of the FPRA enumerated herein and especially those in respect to Work by FPRA or by Separate Contractors, Payments and Completion, and Insurance in Sections 6, 9, and 11, respectively.

3.3. FPRA'S RIGHT TO STOP THE WORK

3.3.1 Termination of work shall be in compliance with the Agreement, to include Articles 8, 10, 14, 15,16, and 17, and the Contract Documents.

3.4 FPRA'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Agreement or Contract Documents, then the FPRA shall have the right to carry out the Work in accordance with Agreement and Sections 8, 14, 15, and 16, as noted in the Contract Documents.

SECTION 4 - CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Project Manager, as designated by the City Manager, any error, inconsistency or omission he may discover. The Contractor shall not be liable to the FPRA or the Project Manager, as designated by the City Manager, for any damage resulting from such errors, inconsistencies, or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data, or Samples for such portion of the Work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors, and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer in his administration of the Contract, or by inspections, tests, or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ anyone unskilled in the task assigned to him.

4.5 WARRANTY

4.5.1 The Contractor warrants to the FPRA and the Project Manager, as designated by the City Manager, that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective. If required by the Project Manager, as designated by the City Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

4.6 TAXES

4.6.1 Not applicable.

4.7 PERMITS, FEES, AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all City and FPRA construction permits and secure all other permits and governmental fees and licenses necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required prior to construction.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 When the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Project Manager, as designated by the City Manager, in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Project Manager, as designated by the City Manager, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

4.8 ALLOWANCES

4.8.1 Not applicable.

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the Work. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.9.2 The Contractor shall provide the Project Manager, as designated by the City Manager, with the name of his Superintendent and the location at which the Superintendent may be reached at all times.

4.10 PROGRESS SCHEDULE

4.10.1 The Contractor, within ten days after Notice of Award, shall prepare and submit an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 Contractor shall maintain on site one record copy of: Drawings, Specifications, Addenda, Change Orders and other modifications to the Contract, Reviewed Shop Drawings, Product Data, and Samples, Field Test Records, Inspection Certificates, and Manufacturer's Certificates.

4.11.2 At the Contract closeout, deliver record documents and samples to the Project Manager, as designated by the City Manager, by transmittal letter with Contractor's signature.

4.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

4.12.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to Project Manager, as designated by the City Manager, for review and approval, in accordance with the accepted schedule of Shop Drawing submissions and specific requirements of the Specifications, or for other appropriate action if so indicated in the Supplementary Conditions, six copies of all Shop Drawings which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Project Manager, as designated by the City Manager, may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data, to enable Project Manager, as designated by the City Manager, to review the information as required.

4.12.2 Contractor shall also submit to Project Manager, as designated by the City Manager, for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, supplier, and

pertinent data such as catalog numbers and the use for which intended.

4.12.3 Before submission of each shop drawing or sample, Contractor shall have determined and verified all quantities, dimensions, specific performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the Work and the Contract Documents.

4.12.4 At the time of each submission, Contractor shall give Project Manager, as designated by the City Manager, specific written notice of each variation that shop drawings or samples may have from requirements of Contract Documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to Project Manager, as designated by the City Manager, for review and approval of each such variation.

4.12.5 Project Manager, as designated by the City Manager, will review and take action within 14 calendar days of receipt of shop drawings and samples, but Project Manager's, (as designated by the City Manager) review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated, in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by the Project Manager, as designated by the City Manager, and shall return the required number of corrected copies of shop drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Project Manager, as designated by the City Manager, on previous submittals.

4.12.6 Project Manager's, as designated by the City Manager, review and approval of shop drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Project Manager's, as designated by the City Manager, attention to each such variation at the time of submission as required by Subparagraph 4.12.4 and Project Manager, as designated by the City Manager, has given written approval of each such variation by a specific written notation thereof incorporated in or a specific written notation thereof incorporated in or accompanying the shop drawing or sample approval; nor will any approval by Project Manager, as designated by the City Manager, relieve Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the provisions of Subparagraph 4.12.3.

4.12.7 Where a shop drawing or sample is required, any related Work performed prior to Project Manager's, as designated by the City Manager, review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations of the site to areas permitted by law, ordinances, permits, Agreement, and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.14 CUTTING AND PATCHING OF WORK

4.14.1 The Contractor shall be responsible for all cutting, fitting, or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the FPRA or any separate contractors by cutting, patching, or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the FPRA or any separate contractor except with the written consent of the FPRA and of such separate contractor. The Contractor shall not unreasonably withhold from FPRA or any separate contractor his consent to cutting or otherwise altering the Work.

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the work site project free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery, and surplus materials.

4.15.2 If the Contractor fails to clean up at the completion of the Work, the FPRA may do so, and the cost thereof shall be charged to the Contractor.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward all communications to the FPRA through the Project Manager, as designated by the City Manager.

4.17 ROYALTIES AND PATENTS

4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save City and FPRA harmless from loss on account thereof except that City and FPRA shall be responsible for all such loss when a particular design process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to Project Manager, as designated by the City Manager.

4.18 INDEMNIFICATION

4.18.1 The Contractor shall agree to indemnify and hold the City and FPRA harmless against any and all expenses and liabilities as per the Agreement, to include Articles 10 and 22, and all Contract Documents.

SECTION 5 - SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents

as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

5.1.2 A Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

5.2.1 Shall be in compliance with the Agreement, to include Article 12, and all Contract Documents.

SECTION 6 - WORK BY FPRA

6.1 FPRA'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The FPRA reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the FPRA, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the FPRA and separate contractors' reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the FPRA or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Project Manager, as designated by the City Manager, any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acceptance of the FPRA's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore. No time extensions will be granted due to ill-timed work or any other reasons.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the FPRA, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the City or FPRA on account of any damage alleged to have been caused by the Contractor, the City or FPRA shall notify the Contractor who shall defend such proceedings at the City's or FPRA's expense, and if any judgment or award against the City or FPRA arises there from, the Contractor shall pay or satisfy it and shall reimburse the City or FPRA for all attorneys' fees and court or arbitration costs which the City or FPRA has incurred. Regardless of the outcome, the Contractor will pay all expenses.

6.3 FPRA'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Section 4.15, the FPRA may clean up and charge the cost thereof to the Contractors as the Project Manager, as designated by the City Manager, shall determine to be just.

SECTION 7 MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the law of the place where the Project is located.

7.2 SUCCESSORS

7.2.1 The FPRA and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the FPRA .

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if last delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4 CLAIMS FOR DAMAGE

7.4.1 All claims by the Contractor shall be in accordance with Article 11 of the Contract Agreement.

7.5 CONSIDERATION OF BIDS – SCOPE ALTERNATES

7.5.1 For the purpose of award, after opening and reading the proposals, the FPRA will consider as the bid the correct summation of each unit bid price multiplied by estimated quantities shown in the proposal. On this basis, the FPRA will compare the amounts of each bid and make the results of such comparison available to the public. Until the actual award of the Contract, however, the FPRA

reserves the right to reject any or all proposals and to waive technical errors that the FPRA may deem best for the interest of the FPRA . Submit bid unit prices for all bid items. Bids submitted without bid unit prices for all bid items will be rejected as irregular.

7.6 PERFORMANCE AND PAYMENT BOND

7.6.1 Contractor shall furnish a Performance Bond and a Payment Bond on the forms provided as part of the Contract Documents each in an amount as required by the Contract Documents as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Special Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Special Supplementary Conditions and be executed by such Sureties as are licensed to conduct business in the state where the Project is located, and, except as otherwise provided by law, are named in the current list of "Companies Holding Certificates of City as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U. S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

7.6.2 If the Surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 7.6.1, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to City and FPRA.

7.7 RIGHTS AND REMEDIES

7.7.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.7.2 No action or failure to act by the FPRA, Project Manager, as designated by the City Manager, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

7.8 TESTS

7.8.1 When the Contract Documents, laws, ordinances, rules, regulations or orders of any public agency having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Project Manager, as designated by the City Manager, timely notice of its readiness so the Project Manager, as designated by the City Manager, may observe, provide or instruct such inspection, testing or approval. The Contractor shall bear all costs of such tests or approvals. Unless otherwise provided, the FPRA shall bear all costs of other inspections. The Contractor shall pay for soils, compaction, and other testing required by the Contract Documents, to assure compliance with plans and specifications.

7.8.2 If the Project Manager, as designated by the City Manager, determines that any Work requires

special inspection, testing, or approval which Paragraph 7.8.1 does not include, he will instruct the Contractor to order such special instruction, testing or approval, and the Contractor shall give notice as provided in Paragraph 7.8.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the FPRA's additional services made necessary by such failure; otherwise the FPRA shall bear such costs, and an appropriate Change Order shall be issued.

7.8.3 Required certificates of inspection, testing or approval from public agencies having jurisdiction over the Project shall be secured by the Contractor and promptly delivered by him to the Project Manager, as designated by the City Manager.

SECTION 8 - TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a Notice to Proceed for each project. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Completion of the Work is the Date certified by the Project Manager, as designated by the City Manager, when construction is complete, in accordance with the Contract Documents.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the FPRA or the Project Manager, as designated by the City Manager, or by any employee of either, or by any separate contractor employed by the FPRA, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the FPRA pending arbitration, or by any other cause which the City Engineer or Project

Manager, as designated by the City Manager, determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Project Manager, as designated by the City Manager, may determine.

8.3.2 Any claim for extension of time shall be made in writing to the Project Manager, as designated by the City Manager, not more than twenty (20) days after the commencement of the delay. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 8.3.1 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

SECTION 9 – PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum for each project is the sum stated in the project's Notice to Proceed, including authorized adjustments thereto, is the total amount payable by the FPRA to the Contractor for the performance of the Work under the Contract Documents.

9.2.1 Ten (10) days before the first Application for Payment, the FPRA shall submit to the Contractor a schedule of values allocated to the various portions of the Work, in accordance with the Agreement, prepared in such form and supported by such data to substantiate its accuracy. This schedule shall be used only as a basis for the Contractor's Applications for Periodic Payments.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten (10) days before the date for each progress payment established in the FPRA-Contractor Agreement, the Contractor shall submit to the FPRA and Project Manager, as designated by the City Manager, an itemized and completed Application for Payment, notarized, supported by such data substantiating the Contractor's right to payment as the FPRA or the Project Manager, as designated by the City Manager, may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.1.1 Until Completion of the Work the FPRA will pay ninety percent (90%) of the amount due the Contractor on account of progress payments. At Completion and Final Acceptance of the Work by the Project Manager, as designated by the City Manager, the FPRA shall pay the retainage, less such amount as the City Engineer shall determine for all incomplete Work, unsettled claims and penalties as provided in the Contract Documents.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Project Manager, as designated by the City Manager, will, within 10 days after the receipt of the Contractor's Application for Payment, either approve the application for payment to the Owner, with a copy to the Contractor, for such amount as the Project Manager, as designated by the City Manager, determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The approval of the Application for Payment will constitute only a presentation by the FPRA, based on the Project Manager's, (as designated by the City Manager) observations at the site as provided in Subparagraph 2.1.2 and the data comprising the Application for Payment that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the Project Manager, as designated by the City Manager, shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work to relieve the Contractor of his responsibilities specified in the Agreement or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After the Project Manager, as designated by the City Manager, has approved the complete Application for Payment, the FPRA shall make payment within fifteen (15) days to the Contractor.

9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of each payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in a similar manner.

9.5.3 The Project Manager, as designated by the City Manager, may, on request and at his direction, furnish to any Subcontractor information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Project Manager, as designated by the City Manager, on account of Work done by such Subcontractor.

9.5.3.3 Withholding Payment for Failure to Comply with the American Recovery and Reinvestment Act of 2009: The Department will withhold progress payments from the Contractor for failure to comply.

9.5.4 Neither the FPRA nor the Project Manager, as designated by the City Manager, shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may

otherwise be required by law.

9.5.5 No approval for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the FPRA, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.5.6 **No approval for a progress payment shall be approved prior to Project Manager, as designated by the City Manager, receiving Partial Releases of Liens applicable to previous payments received by Contractor**.

9.6 PAYMENTS WITHHELD

9.6.1 The Project Manager, as designated by the City Manager, may decline to approve payment and may withhold it in whole or in part, to the extent necessary reasonably to protect the FPRA, if in his opinion he is unable to make representations to the FPRA as provided in Subparagraph 9.4.2. If the Project Manager, as designated by the City Manager, is unable to make representations to the FPRA as provided in Paragraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the Project Manager, as designated by the City Manager, cannot agree on a revised amount, the Project Manager, as designated by the City Manager, will promptly approve the payment for the amount for which he is able to make such representations to the FPRA. The Project Manager, as designated by the City Manager, also may decline to approve payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any approval for payment previously issued, to such extent as may be necessary in his opinion to protect the FPRA from loss because of:

1. Defective Work not remedied;

2. Third party claims filed or reasonable evidence indicating probable filing of such claims, such as Notice;

3. Failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment. Project Manager, as designated by the City Manager, may request Partial Releases of Liens prior to payment;

4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

5. Damage to the FPRA or other contractor;

6. Reasonable evidence that the Work will not be completed within the Contract Time, or

7. Persistent failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

9.7 FAILURE OF PAYMENT

9.7.1 If the Project Manager, as designated by the City Manager, does not approve the Application for Payment, through no fault of the Contractor, within 14 days after receipt of the Contractor's Application for Payment, then the Contractor may, upon 7 additional days' written notice to the FPRA, stop the Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut- down, delay, and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 12.3.

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Project Manager, as designated by the City Manager, will make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, will promptly approve the Application for Payment, stating that to the best of his knowledge, information, and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said approval is due and payable. The Project Manager's, (as designated by the City Manager), final approval for payment will constitute a further representation that the conditions precedent to the Contractors being entitled to final payment as set forth in the Contract Documents have been fulfilled and the Contractor has met the requirements of the Contract Documents.

9.8.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Project Manager, as designated by the City Manager, (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; (2) consent of surety, if any, to final payment; and (3) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the FPRA. If any Subcontractor, sub-subcontractor, material man, or laborer, refuses to furnish a release, or waiver, required by the FPRA, the Contractor may furnish a bond satisfactory to the City and FPRA, to indemnify him against any such lien. FPRA may withhold all sums reasonably necessary for the claims of subcontractors, sub-subcontractors, material men, laborers or other who have asserted any claims, even if based upon purported additions, extras, or unexecuted change orders, which sums shall include interest, costs and reasonably anticipated attorneys' fee. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the FPRA all monies that the latter may be compelled to pay in discharging such lien, including interest, all costs, and reasonable attorneys' fee.

9.8.3 The making of final payment shall constitute a waiver of all claims by the FPRA except those arising from:

1. Unsettled liens, claims or notices of any kind by subcontractors, sub-subcontractors, material men, and laborers;
2. Faulty or defective Work appearing after Substantial Completion;
3. Failure of the Work to comply with the requirements of the Contract Documents; or
4. Terms of any special warranties required by the Contract Documents.

9.8.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment. By acceptance thereof, Contractor agrees to cooperate with City and FPRA in disposing of any and all remaining claims of subcontractors, sub-subcontractors, material men, and laborers, and shall indemnify and hold harmless City and FPRA from all such claims, including attorneys' fees, trial and appellate, and costs and expenses.

SECTION 10 – PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the Work and all other persons who may be affected thereby;

2. All the Work, and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Without limiting the generality of the foregoing, the Contractor's ladders, scaffolds, lifts and other equipment, and those portions of the Contractor's work and temporary work which are utilized by the FPRA and the Project Manager, as designated by the City Manager, and their employees in the observation of construction shall comply with all applicable laws, ordinances, rules, regulations, standards and orders of any public authority having jurisdiction for the safety of persons or property.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Subparagraph 10.2.1 caused in whole or in part by the Contractor, any Subcontractor, any Sub-

subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the Owner or Project Manager, as designated by the City Manager, or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under all Contract Documents.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the FPRA and the Project Manager, as designated by the City Manager.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Section 12 for Changes in the Work.

10.4 PROJECT MANAGER'S (AS DESIGNATED BY THE CITY MANAGER) STATUS

10.4.1 Without limiting the generality of Subparagraphs 2.2 and 2.3, the Project Manager, as designated by the City Manager, will not inspect or be responsible for the Contractor's compliance with the requirements of this Section 10.

SECTION 11 – INSURANCE
(SEE CONTRACT DOCUMENTS - ARTICLE 10)

SECTION 12 – CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the Project Manager, as designated by the City Manager, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

12.1.2 The FPRA, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by

Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the FPRA resulting from a change in the Work shall be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

2. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, the Contract Sum may be equitably adjusted by Change Order upon claim by either party made within twenty (20) days after the first observance of the conditions.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Project Manager, as designated by the City Manager, written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Project Manager, as designated by the City Manager. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation pursuant to Subparagraph 2.3, (2) any order by the FPRA to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault; (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4, or (4) failure of payment by the FPRA pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Paragraph 12.3.1.

12.4 MINOR CHANGES IN THE WORK

12.4.1 The Project Manager, as designated by the City Manager, will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order (field order), and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

SECTION 13 – UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the Project Manager, as designated by the City Manager, or to requirements specifically expressed in the Contract Documents, it must, if required by the Project Manager, as designated by the City Manager, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the Project Manager, as designated by the City Manager, has not specifically requested or required to observe prior to being covered, the Project Manager, as designated by the City Manager, may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the FPRA. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the FPRA or a separate contractor as provided in Section 6, in which event the FPRA shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the Project Manager, as designated by the City Manager, as defective or as failing to conform to the Contract Documents whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Project Manager, as designated by the City Manager, or his designee's additional services and inspections made necessary thereby.

13.2.2 If, within one year after the Date of Completion of the Work or designated portion thereof or within one year after acceptance by the FPRA of designated Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the FPRA to do so unless the FPRA has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The FPRA shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1, and 13.2.2, unless removal is waived by the FPRA.

13.2.4 If the Contractor fails to correct defective or non- conforming Work as provided in Subparagraphs 4.5.1, 13.2.1, and 13.2.2, the FPRA may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Project Manager, as designated by the City Manager, the FPRA may remove it and replace the materials or equipment at the expense of the Contractor.

If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the FPRA.

13.2.6 The Contractor shall bear the cost of making good all work of the FPRA or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the FPRA prefers to accept defective or non- conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION 14 – TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of thirty (30) days under an order of any court or other public agency having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty (30) days by the Contractor because the Project Manager, as designated by the City Manager, has not approved an Application for Payment as provided in Paragraph 9.7 or because the FPRA has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon seven (7) additional days' written notice to the Project Manager, as designated by the City Manager, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE FPRA

14.2.1 If the Contractor is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors

or for materials or labor, persistently disregards laws, ordinances, rules, regulations or is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Project Manager, as designated by the City Manager, that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Project Manager's, as designated by the City Manager, additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the FPRA. The amount to be paid to the Contractor or to the FPRA, as the case may be, shall be certified by the Project Manager, as designated by the City Manager, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

SECTION 15 – UNFAVORABLE WEATHER AND OTHER CONDITIONS

15.1 During unfavorable weather and other unfavorable conditions, the Contractor shall pursue only such portions of the Work as shall not be damaged thereby. No portions of the Work whose satisfactory quality or efficiency will be affected by an unfavorable condition shall be constructed while these unfavorable conditions exist unless, by special means or precautions approved by the Project Manager, as designated by the City Manager, the Contractor shall be able to overcome them.

SECTION 16 – ENGINEERING AND FIELD INSPECTION EXPENSES DUE TO OVERTIME WORK AND UNAVOIDABLE DELAYS

16.1 The FPRA shall charge to the Contractor and may deduct from the periodic and final payment for the Work all engineering and inspection expenses incurred by the FPRA in connection with any overtime work during the contract construction period, including any time extension granted thereof, beyond the regular eight (8) hour day, (normal resident project representative working day), and for any time worked on Saturdays, Sundays, or Holidays.

16.2 In addition, these General Conditions provide for the payment by the Contractor to the FPRA of all engineering and inspection expenses incurred as a result of unavoidable delays or correctness of the Work.

16.3 All engineering and inspection expenses, including direct costs incurred by the FPRA due to the above specified conditions, shall be paid by the Contractor at the FPRA’s hourly rates, including all overhead.

SECTION 17 – BEFORE STARTING CONSTRUCTION

17.1 Before undertaking each part of the Work, Contractor shall carefully study and compare the

Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to the Project Manager, as designated by the City Manager, any conflict, error, or discrepancy which Contractor or any of his Subcontractors may discover and shall obtain a written interpretation or clarification from Project Manager, as designated by the City Manager, before proceeding with any work affected thereby; provided, however, Contractor shall not be liable to FPRA or Project Manager, as designated by the City Manager, for failure to report any conflict, error, or discrepancy unless Contractor or any of his Subcontractors had actual knowledge thereof or should reasonably have known thereof.

17.2 Within ten (10) days after the effective date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to FPRA and Project Manager, as designated by the FPRA for review: (1) a progress schedule indicating the starting and completion dates of the various stages of the Work; (2) a proposed schedule of Shop Drawing Submissions; (3) a schedule of values of the Work; and (4) a listing of the monthly progress payments through the Contract Time. The Project Manager, as designated by the City Manager, may require the schedule of values to be adjusted if in its opinion the breakdown does not accurately reflect the true distribution of the Contract Price.

17.3 No later than twenty (20) days after the effective date of the Agreement, but before Contractor starts the Work at the site, a conference will be held for review of the schedules to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. Contractor shall attend such conference and shall require any or all of his Subcontractors, as Project Manager, as designated by the City Manager, directs, to attend the conference.

SECTION 18 – PRECEDENCE OF CONTRACT DOCUMENTS

18.1 In resolving conflicts and discrepancies between the Contract Documents, precedence shall be given in the following order:

> Plans shall control over Technical Specifications; larger scale plans shall control over general plans; large scale details over small scale and figure dimensions; and figure dimensions over scaled dimensions. Addenda and change orders supersede only affected portions of the documents.

SECTION 19 – MEASUREMENT AND PAYMENT

19.1 DESCRIPTION OF REQUIREMENTS

19.1.1 Payment for the WORK, as further specified herein, shall include compensation to be received by the Contractor for furnishing tools, equipment, supplies, and manufactured articles, and for labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work in accordance with the requirements of the Contract Documents, including appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the

Occupational Safety and Health Administration of the U. S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

19.1.2 The total Bid Price shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and Unit bid prices. All work not specifically set forth as a pay item in the Bid shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included.

19.1.3 Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under the Unit Bid Price.

19.1.4 The FPRA reserves the right to alter the Drawings, modify incidental work if necessary, and increase or decrease quantities of work to be performed in accordance with such changes, including deduction or cancellation of any one or more of the Items. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in the quantities of work to be performed, and proposed change will cause substantial inequity to the FPRA or Contractor the applicable unit prices shall be equitably adjusted by change order.

19.1.5 Quantities necessary to complete the work as shown on the Drawings or as specified herein shall govern over those shown in the Proposal or Bid Documents. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the Project Manager, as designated by the City Manager, shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.

19.1.6 The quantities for payment, other than Final Payment, under this Contract shall be determined om a percentage of the completed items, in place, ready for service and accepted by the FPRA, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

SECTION 20
"DELETED"

SECTION 21 – COORDINATION

21.1 Contractor shall (1) coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements, (2) coordinate completion and clean-up of Work of separate sections of specifications in preparation for Substantial Completion, and (3) after FPRA occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of FPRA activities.

SECTION 22

"DELETED"

SECTION 23

"DELETED"

SECTION 24 –PRECONSTRUCTION CONFERENCE

24.1 Project Manager, as designated by the City Manager, will schedule a conference after Notice to Award.

24.2 Attendance Required: FPRA, Contractor, Utilities Representatives. (Subcontractors if so requested by FPRA.)

24.3 Agenda:

1	Execution of FPRA-Contractor Agreement;
2	Submission of executed bonds and insurance certificates;
3	Distribution of Contract Documents;
4	Submission of list of Subcontractors, and progress schedule;
5	Designation of personnel representing the parties in Contract, and the Project Manager, as designated by the City Manager;
6	Procedures and processing of field decisions, submittals, substitutions, applications for payment, proposal requests, Change Orders and Contract closeout procedures;
7	Scheduling
8	Scheduling activities of Testing Laboratory

SECTION 25 –PROGRESS MEETINGS

25.1 Project Manager, as designated by the City Manager, or Contractor may schedule meetings, at intervals, as required throughout progress of the Work. Each may make arrangements for meetings, prepare agenda with copies for participants, record minutes and distribute copies within three (3) days to participants and those affected by decisions made.

25.2 Agenda:

1	Review minutes of previous meetings;
2	Review of Work progress;
3	Field observations, problems, and decisions;
4	Identification of problems which impede planned progress;
5	Review of submittals schedule and status of submittals;
6	Review of off-site fabrication and delivery schedules;
7	Maintenance of progress schedule;
8	Corrective measures to regain projected schedules;

9	Planned progress during succeeding work period;
10	Coordinate of projected progress;
11	Maintenance of quality and work standards;
12	Effect of proposed changes on progress schedule and coordination;
13	Other business relating to Work

SECTION 26 – CONTRACT CLOSEOUT

26.1 DESCRIPTION

26.1.1 Scope of Work: Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

26.2 FINAL COMPLETION & INSPECTION

1. When Contractor considers the Work is complete, he shall submit written certification that: (1) Contract Documents have been reviewed, (2) Work has been inspected for compliance with Contract Documents, (3) Work has been completed in accordance with Contract Documents, (4) equipment and systems have been tested in the presence of the FPRA's representative and are operational, and (5) Work is completed and ready for final inspection.

2. The Project Manager, as designated by the City Manager, will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

3. Should the Project Manager, as designated by the City Manager, consider that the work is incomplete or defective: (1) the Project Manager, as designated by the City Manager, will promptly notify the Contractor in writing, listing the incomplete or defective work, (2) Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete, and (3) the Project Manager, as designated by the City Manager, will re-inspect the Work.

4. When the Project Manager, as designated by the City Manager, finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

26.3 REINSPECTION FEES

26.3.1 Should the Project Manager, as designated by the City Manager, perform re-inspection due to failure of the Work to comply with the claims of status of completion made by the Contractor, (1) the Contractor will compensate the FPRA at their request for such additional inspection services, and (2) the FPRA will deduct the expenses incurred for such inspection services.

26.4 CONTRACTOR'S CLOSEOUT SUBMITTALS

26.4.1 The Contractor shall submit to the Project Manager, as designated by the City Manager, the following documentation:

1. Evidence of compliance with requirements of governing authorities that issued permit or have jurisdiction over Work;

2. Warranties and Bonds;

3. Evidence of Payment and Release of Liens;

4. Project Record Documents that show the final location, by reference to at least two completed, visible improvements or other permanent control points, of the completed improvements for this project, verification of all design dimensions, any revisions to the Plans, and all other information necessary to horizontally and vertically locate and operate the improvements constructed under this Contract. Information to be shown includes the location and elevation of the structure, utility lines, the elevation referenced to NGVD 1929. No erasures are permitted. Where changes occur, cross out design information and denote constructed information.

   The Contractor shall submit four sets of signed and sealed Record Drawing prints, and two electronic As-Built Drawings CD's supplied in digital format (AutoCAD).

END OF SECTION

EXHIBIT B

SCOPE OF WORK

Services shall include two phases. In the first phase, herein known as the Pre-restoration Phase, the Contractor shall assist the FPRA in determining the condition of the Historic Old St. Anastasia Building. The deliverables for this phase shall include a conditions assessment report, schematic design development and outline specifications for the restoration of Old St. Anastasia.

The Second phase, herein known as the Restoration Phase, of the project will include the restoration work of Old St. Anastasia. This includes professional services for design-build and should include, but may not be limited to, a site survey, necessary permits and fees, and restoration work.

The Contractor shall be responsible for the conditions assessment report, design schematic, and restoration work which is expected to commence immediately upon execution of this agreement.

The contractor's services shall include all tasks and deliverables required to provide a complete conditions assessment report and restoration work that meets the FPRA'S project requirements as described in the Scope of Services section of Exhibit E (Request for Proposal Number 2023-037 – General Contractor Services – Old St. Anastasia Exterior Restoration) including any associated attachments, and in accordance with governing codes and regulations using the best industry practices. The Contractor will manage and coordinate work among the design schematic development and restoration work disciplines to ensure that complete restoration is achieved.

The conditions assessment report will include findings that completely describe the deficiencies that are discovered on the exterior of the building in addition to the description of work that will take place to address the deficiencies and a design schematic. The Contractor will provide documents for the FPRA'S review and action at the end of the Pre-restoration Phase, prior to proceeding with the Restoration Phase.

The Contractor shall develop an understanding of existing site information and conditions including streets, and neighboring properties that may impact the project design and/or restoration considerations. The sub-consulting services will identify issues and evaluate conceptual alternatives as appropriate.

The Contractor shall cooperate with the FPRA in developing and comparing value engineering options for restoration and complete full restoration to address infrastructural defects as identified in the conditions assessment report.

All project work must be in compliance with the Secretary of Interior's Standards and Guidelines available online at www.nps.gov/tps/standards.htm.

EXHIBIT “C”

CONTRACT FORMS

TABLE OF CONTENTS

ITEM NO.	DESCRIPITON	PAGE NO.
1	PERFORMANCE BONDS	
2	PAYMENT BONDS	
3	NOTICE OF AWARD	
4	NOTICE TO PROCEED	
5	CHANGE ORDER FORM	
6	CERTIFICATE OF OWNER’S ATTORNEY	
7	NON-COLLUSION AFFIDAVIT	
8	PUBLIC ENTITY STATEMENT	
9	NON-SEGREGATED FACILITIES	
10	TRENCH SAFETY ACT	
11	DRUG-FREE WORKPLACE	
12	E-VERIFY	

CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com
Office: (772) 467-3102 Fax: (772) 467-3848

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce and the Fort Pierce Redevelopment Agency
(Name of Owner)

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

Hereinafter called OWNER, in the penal sum of _____

_____Dollars, ($_____),

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the_____ of _____**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services - Exterior Restoration of Old St. Anastasia, Bid No. 2023-037.**

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

_____
Principal

_____
(Principal) Secretary

By _____

Name _____
(Type)

Name _____
(Type)

Title _____

(Corporate Seal)

_____
(Address)

_____
Witness as to Principal

_____

_____
Witness as to Principal

ATTEST:

_____
Surety

_____
(Surety) Secretary

By _____
Attorney-in-Fact

Name _____
(Type)

Name _____
(Type)

(Corporate Seal)

_____
(Address)

_____
Witness as to Surety

_____

_____
Witness as to Surety

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

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

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

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

END OF SECTION

CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com
Office: (772) 467-3102 Fax: (772) 467-3848

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a_____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce and the Fort Pierce Redevelopment Agency
(Name of Owner)

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

Hereinafter called Owner, in the penal sum of _____

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the_____ of _____**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services - Exterior Restoration of Old St. Anastasia, Bid No. 2023-037**

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

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

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

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

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

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

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

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

ATTEST:

_____
Principal

_____
(Principal) Secretary

By _____

Name _____

Name _____

(Type)

(Corporate Seal)

_____
Witness as to Principal

_____
Witness as to Principal

ATTEST:

_____
(Surety) Secretary

Name _____
(Type)

(Corporate Seal)

_____
Witness as to Surety

_____
Witness as to Surety

(Type)

Title _____

_____
(Address)

_____

_____
Surety

By _____
Attorney-in-Fact

Name _____
(Type)

_____
(Address)

_____

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

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

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

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

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE OF AWARD

THIS PAGE HAS BEEN MOVED.

SEE PAGE ONE (1)

OF THE COMPLETE CONTRACT SET.

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

NOTICE TO PROCEED

Date: _____

To: _____

Notice to Proceed on Project: **General Contractor Services – Exterior Restoration of Old St. Anastasia**

Bid No.: **2023- 037**

Cost of Project based on Unit Prices by Agreement: $ _____

You are hereby notified to proceed with the Work on the subject Project on or before _____, 2023, and to obtain Substantial completion within 252 calendar days and Final completion within 282 calendar days. Find attached four (4) sets of the subject project drawings.

The completion date for **this project** work shall be**:** _____**, 202_.**

OWNER:

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

BY:

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

ACKNOWLEDGE RECEIPT OF NOTICE

By: _____ _____
Contractor Date

END OF SECTION

EXHIBIT "C"

CHANGE ORDER FORM

CITY OF FORT PIERCE

PROJECT: **General Contractor Services - Exterior Restoration of Old St. Anastasia, Bid No. 2023-037**

DATE: _____ CONTRACTOR: _____

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: _____

CHANGE ORDER REQUESTED BY: City _____ Contractor _____

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT $ _____

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

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

Current CONTRACT AMOUNT Including this CHANGE ORDER $ _____

ORIGINAL CONTRACT TIME _____ Calendar Days

Current CONTRACT TIME ADJUSTED by Previous CHANGE ORDER _____ Calendar Days

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

Current CONTRACT COMPLETION DATE including this CHANGE ORDER _____

EXHIBIT "C"

CHANGES ORDERED:

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

II. REQUIRED CHANGES:

_____

_____

III. JUSTIFICATION:

_____

_____

IV. PAYMENT:

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

V. APPROVAL AND CHANGE AUTHORIZATION:

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

RECOMMENDED BY:

_____

By:_____
Signature

Date:_____

ACCEPTED BY:

Contractor: _____

By:_____
Signature

Name:_____

Date:_____

APPROVED BY: City of Ft. Pierce

By:_____
Signature & Title

Date:_____

END OF CHANGE ORDER

EXHIBIT "C"

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT: _____

_____

I, the undersigned, _____
(Name of Attorney)

the duly authorized and acting legal representative of_____

_____,do hereby certify as follows:
(Owner)

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

_____
Attorney

_____
Date

END OF SECTION

EXHIBIT "C"

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he/she is _____
(a partner or officer of the firm of, etc.)

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

_____
(Firm Name)

By: _____

Title: _____

Subscribed and sworn to before me this _____

day of _____, 2023

_____
Notary Public

My Commission expires: (Seal)

_____

END OF SECTION

EXHIBIT "C"

PUBLIC ENTITY AFFIDAVIT

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

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

1. This sworn statement is submitted with Bid No. 2022-030 for _____

_____.

2. This sworn statement is submitted by _____
(name of entity submitting sworn statement)

whose business address is _____

_____ and

(if applicable) its Federal Employer Identification Number (FEIN) is_____

_____ (If the entity has no FEIN, include the Social Security Number of the

individual signing this sworn statement: _____.)

3. My name is _____my relationship to the entity
(please print name of individual signing)

named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management

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

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

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

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

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

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

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

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

Signature: _____

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this _____ day of _____, 2023.

NOTARY PUBLIC SEAL:

My commission expires:_____

END OF SECTION

EXHIBIT "C"

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

DATE: _____, 2023

Official Address
(Including Zip Code):

By:_____

_____

_____
(Title)

_____

END OF SECTION

EXHIBIT "C"

TRENCH SAFETY ACT COMPLIANCE STATEMENT

BID NO. 2022-030

Instructions:

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

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

Certification:

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

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

_____ Dollars
(Written)

_____
(Figures)

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

Certified: _____
(Company Contractor)

By: _____
(President's Signature)

_____
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in _____ County, Florida on the____ day of _____, 2023.

Notary Public:_____(affix seal) My Commission Expires:_____

END OF SECTION

EXHIBIT "C"

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies 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's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace thorough implementation of this section.

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

_____
Proposer's Signature

_____
Date

END OF SECTION

EXHIBIT "C"

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: GENERAL CONDITION B RECONSTRUCTION

Bid No.: 2023-037

Project Description: General Contractor Services to restore the exterior of an existing three-story building called Old St. Anastasia.

Vendor/Consultant acknowledges and agrees to the following:

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

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

END OF SECTION

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

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: Innovative Masonry Restoration LLC --- **Mailing Address:** 16264 Lakeside Ave SE --- --- ---	***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: Prior Lake MN 55372	**Typed or Printed Name:** Jim Dolby
Type of Entity (Select one): **Corporation** x **Partnership** _____ **Proprietorship** _____	**Title:** Principal
Incorporated in the State of: MN **Year:** 2013	**Delivery in _____days, ARO**
Phone Number: 612-548-5589	**Payment Terms: Net 30 Days**
Fax Number: (888) 751-5402	**FEIN or SS Number:** 464320585
E-Mail Address: jim@imrestoration.com	**Local Business:** ___Y _x_N **MWBE:** ___Y _x=_N
Bid Security is attached, when required, in the amount of $ NA **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

INNOVATIVE MASONRY RESTORATION, LLC

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

Table of Contents:

-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

INNOVATIVE MASONRY RESTORATION, LLC

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.

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



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 MacDonald & 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

Minneapolis Yard:
14331 Johnson Memorial Dr
Shakopee MN 55379

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.

Branch Office - Kansas City:
5913 Woodson Road, Suite 301
Kansas City KS 66202
(816) 841-7455/Office
Email:info@imrestoration.com

Kansas City Yard:
923 State Line Road
Kansas City MO 64101

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.

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

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.

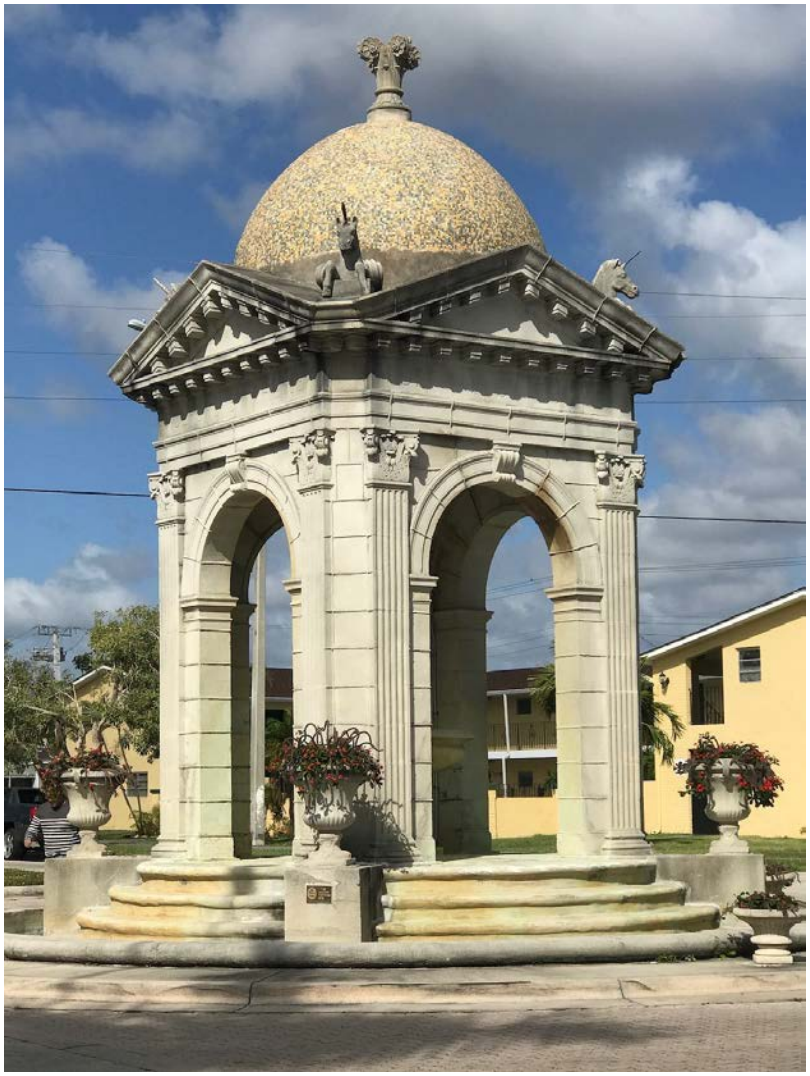
We operate with 3 locations, Minneapolis - main office along with a south Florida branch and Kansas City. We have approximately 70 skilled craftsmen in the field with roughly 30% that work in Florida. Many of our midwest staff will join the Florida branch as needed for particle skills and accelerate 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 MacDonald & 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

DESCRIPTION:	TOTAL QUANTITY:	UNITS:	GRAND 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 discplaced 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

•Preformed 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

• Preformed 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.

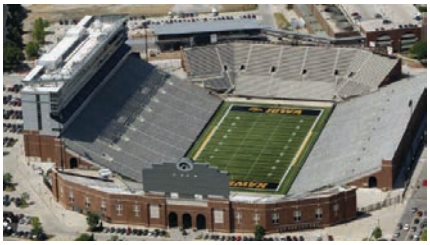
PREVIOUS NOTABLE PROJECTS:

- **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

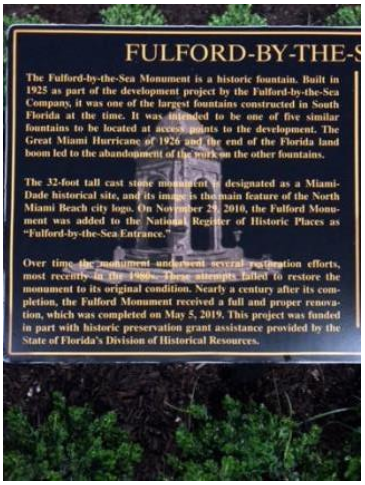
Project References

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.



INNOVATIVE MASONRY RESTORATION, LLC

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.

INNOVATIVE MASONRY RESTORATION, LLC

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, pasinting 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

16264 Lakeside Avenue SE • Prior Lake, MN • 55372 • Office (612) 548-5589 5913 Woodson Road • Suite 301 • Kansas City, KS • 66202 • Office (816) 841- 7455 Fax (816) 888-751-5402 • www.imrestoration.com



Wyman-Partridge Building
Minneapolis, Minnesota


Washington Pavilion
Sioux Falls, South Dakota


Administration Building
South Dakota State University

MacDonald & Mack
A R C H I T E C T S

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 2011Firm 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.

400 South Fourth Street, Suite 712, Minneapolis, Minnesota 55415 | 612.341.4051 | info@mmarchltd.com | www.mmarchltd.com

MacDonald & Mack
ARCHITECTS



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 infilt ation.
- 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 significan e. 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 fi e detection, fi e 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
ARCHITECTS



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

eys

Construction Manager

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 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

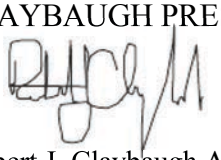
Dave LaPorte, Principal
Innovative Masonry Restoration, LLC
16264 Lakeside Ave. SE
Prior Lake, MN 55372

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 M. Stowater

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

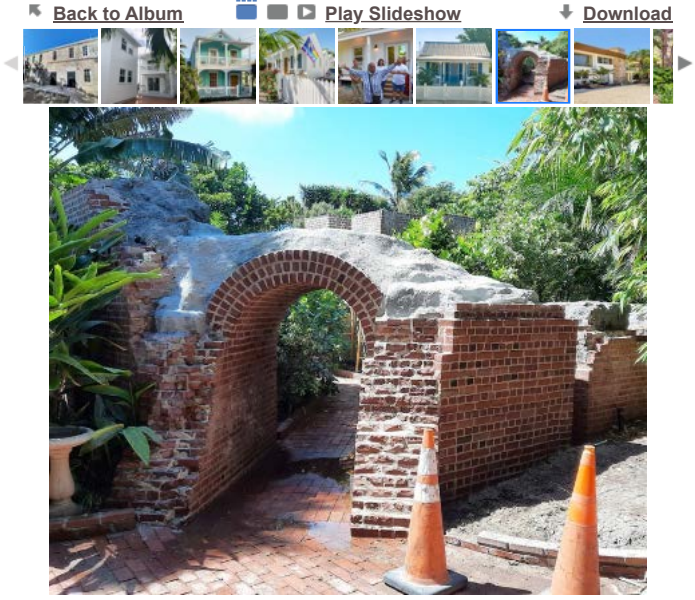
Historic Florida Keys Foundation

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 Next

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.

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

Fidelity BANK
It's the Intellectual Capital™

7600 Parklawn Avenue
Edina, MN 55435-5718
P: 952.831.6600
F: 952.831.1828

www.fidelitybankmn.com

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

Fidelity BANK
It's the Intellectual Capital™

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 :	

INSURED INNMASPC
Innovative Masonry Restoration LLC
16264 Lakeside Ave
Prior Lake MN 55372

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

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

Sample

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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	

Table of Contents

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

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

SECTION II INSURANCE REQUIREMENTS 9

SECTION III – INSTRUCITONS TO PROPOSERS 14

1	PROPOSAL OPENING	14
2	DELIVERY OF PROPOSAL	14
3	PRE-PROPOSAL MEETING AND MANDATORY SITE VISIT	15
4	INQUIRIES/QUESTIONS	15
5	INSTRUCTIONS FOR PREPARING PROPOSAL	15
6	SUBMISSION REQUIREMENTS	16
7	EVALUATION METHOD	17

8	REQUEST FOR ADDITIONAL INFORMATION	17
9	CERTIFICATE OF INSURANCE AND BONDING REQUIREMENTS	18
10	BUSNIESS TAX RECEIPT (OCCUPATIONAL LICENSE)	18
11	W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM	18
12	REFERENCS	18
13	PROPOSAL PREPARATION COST	18
14	MINORITY PARTICIPATION AND OUTREACH PROGRAM	18
15	INDEMNIFICATION	18
16	LICENSES	18
17	ACCURACY OF QUALIFICATION INFORMATION	19
18	PROHIBITION AGAINST CONTINGENT FEES	19

SECTION III – STATEMENT OF WORK

1	FORT PIERCE REDEVELOPMENT AGENCY (FPRA)	20
2	OLD ST. ANASTASIA'S HISTORY	20
3	PROJECT OBJECTIVE	20
4	SCOPE OF SERVICES	21
5	POTENTIAL ROADBLOCKS	22
6	EXPERIENCE OF CONTRACTORS	22

SECTION IV – STANDARD FORMS 18

	COST PROPOSAL SHEET	19
	CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIBILITY AND VOLUNTARY EXCLUSION	24
	DRUF-FREE WORKPLACE	25
	W-9 INDENTIFICATION NUMBER AND CERTIFICATION	26
	REFERENCE FORMS	27
	BIDDER'S CHECKLIST	28

EXIHIBT A - SAMPLE CONTRACT 31

APPENDICES- -SUPPLIERS INSTRUCTIONS – ELECTRONIC BIDDING INSTRUCTIONS

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
Gelencia 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 FPRA 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.

_____ City of Fort Pierce
(Contractor's Name) **(Recipient's Name)**

_____ **Date:** _____
(Authorized Signature)

_____
(Print Name)

_____ _____
(Title) **Division Contract Number**

_____
(Street and Address)

_____
(City, State, Zip)

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

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.

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) ► _____

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.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (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

		–							

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
Florida
PURCHASING
DEPARTMENT

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.

Name	**Name**
Contact:	**Contact:**
Address:	**Address:**
Telephone:	**Telephone:**
Email:	**Email:**
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

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE NO.
1	DOCUMENT INCORPORATED BY REFERENCE	31
2	REPRESENTATIONS OF THE CONTRACTOR	32
3	INTENT AND INTERPRETATION	32
4	CONTRACTOR'S PERFORMANCE	33
5	TIME FOR CONTRACTOR'S PERFORMANCE, DELAYS	34
6	CONTRACT PRICE AND CONTRACT PAYMENTS	36
7	INFORMATION AND MATERIAL SUPPLIED BY THE CITY	39
8	CEASE AND DESIST/OWNER'S RIGHT TO PERFORM WORK	40
9	DUTIES, OBLIGATION, RESPONSIBILITIES OF CONTRACTOR	41
10	INDEMNITY	44
11	CLAIMS BY THE CONTRACTOR	44
12	SUBCONTRACTORS	45
13	CHANGE ORDERS	46
14	DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK	48
15	CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE	49
16	TERMINATION BY THE CITY	49
17	INSURANCE	51
18	PERFORMANCE AND PAYMENT BONDS	55
19	PROJECT RECORDS	57
20	APPLICABLE LAW	57
21	SUCCESSORS AND ASSIGNS	57
22	MISCELLANEOUS PROVISIONS	57
23	ENTIRE AGREEMENT	58
24	SEVERABILITY	58
25	WAIVER	59
26	SOVEREIGN IMMUNITY	59

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

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

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

(a) Contract costs for labor, materials, equipment, and other services accepted under this Agreement.

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the CONTRACTOR'S performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the CONTRACTOR would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any.

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subarticle 16(A) of this Article (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to, and the CONTRACTOR shall be limited by, the CITY's right to direct the replacement of subcontractors under Article 12 (A).

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

16(B) Termination for Cause. If the CONTRACTOR does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel, or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment, and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the CITY, in addition to any other rights it may have against the CONTRACTOR or others, may terminate the performance of the CONTRACTOR, in whole or in part at the CITY's sole option, and assume possession of the Project site and of all materials and equipment at the site and may complete the work.

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

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

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

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

ARTICLE 17
INSURANCE

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

17(A)(1) Evidence of Insurance

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

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

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

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

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

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

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

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

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

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

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

Part One:	"Statutory"	
Part Two:	$2,000,000	Each Accident
	$2,000,000	Disease - Policy Limit
	$2,000,000	Disease - Each Employee

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

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

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

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

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

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

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

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

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

17(A)(4) Automobile Liability Insurance.

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

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

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

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

17(A)(5) Watercraft Liability

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

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

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

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

Each Occurrence/Annual Aggregate	$2,000,000

17(A)(6) Pollution Legal Liability

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

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

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

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

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

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

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

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

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

The maximum deductible for other than windstorm or hail shall be $10,000 per occurrence. The maximum

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

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

17(A)(8) General Conditions

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

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

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

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

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

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

ARTICLE 18
PERFORMANCE AND PAYMENT BONDS

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

required in Section 255.05, Florida Statutes. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording.

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

(1) Ratings by A.M. Best

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

(2) Circular 570

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

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

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

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

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

:

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

ARTICLE 19
PROJECT RECORDS

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

ARTICLE 20
APPLICABLE LAW

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

ARTICLE 21
SUCCESSORS AND ASSIGNS

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

ARTICLE 22
MISCELLANEOUS PROVISIONS

22(A) Compliance By CONTRACTOR: Nondiscrimination

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

22(B) Drug-Free Workplace

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

22(C) State and Local Taxes

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

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

22(D) Gratuities and Kickbacks

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

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

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

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

CONTRACTOR
_____
_____
_____
_____

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:

_____
Print Name

_____
Signature

_____
Print Name

_____
Signature

CONTRACTOR:
_____

_____
By:

Title: _____

ATTEST:

_____
Linda Cox, City Clerk

FORT PIERCE REDEVELOPMENT AGENCY:

_____
Linda Hudson, Chairperson

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

_____
Tanya Early, City Attorney

Appendices

DemandStar Instructions
How to use E-Bidding



DEMANDSTAR

Building Communities.

(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

Copyright 2019, DemandStar Corporation. (206)940-0305

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 Cartridg...s for the Police Department JAG Grant Funded	E-Bidding, Planholders, Download/Order, Details

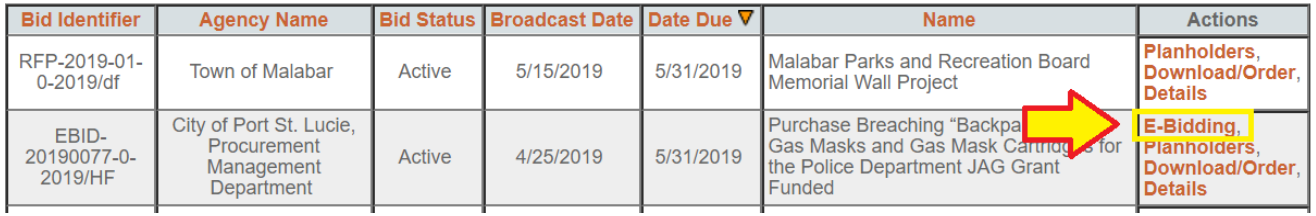
How to check if it is an e-bidding opportunity

- 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

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In order to do e-bidding

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



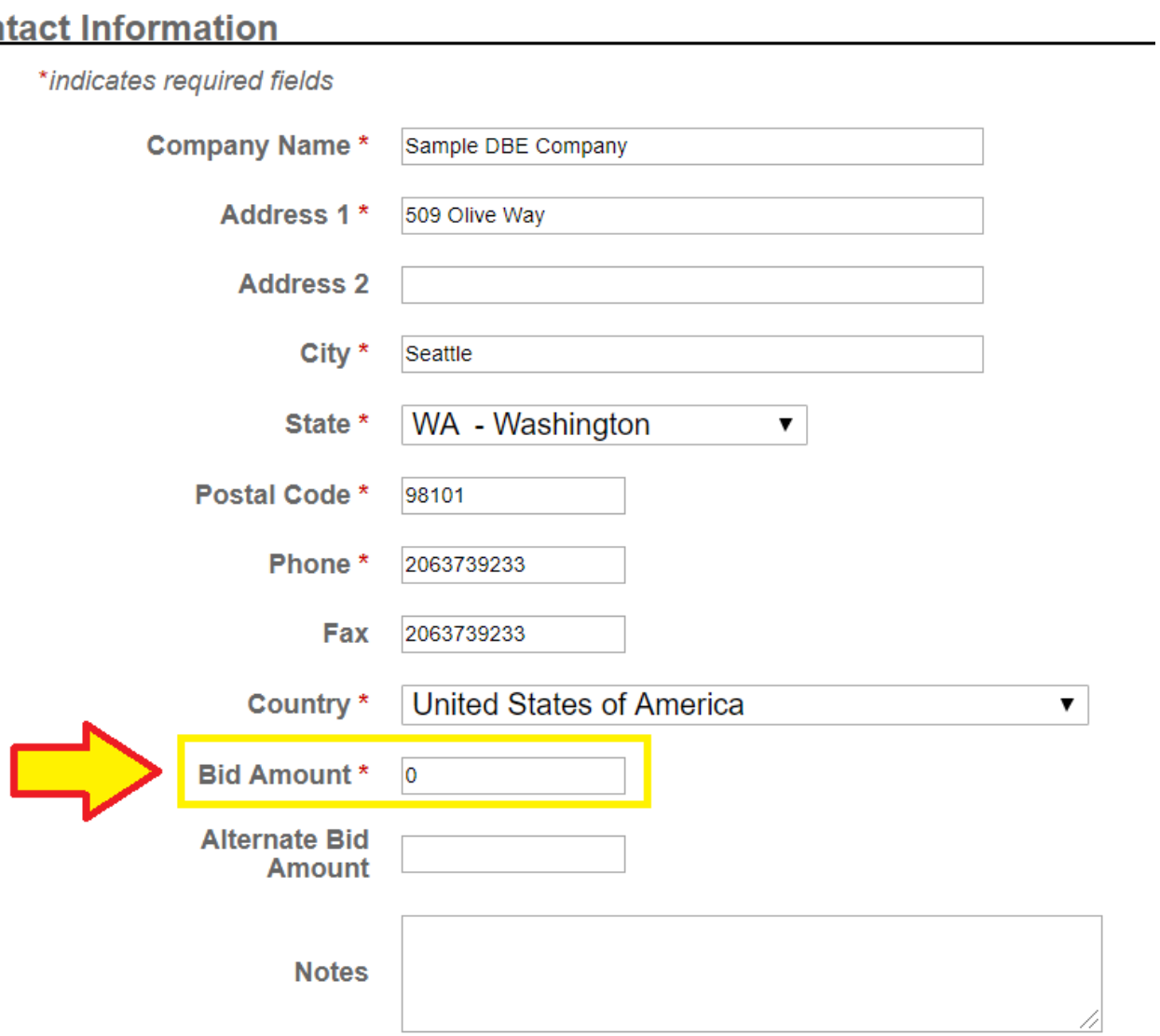
Bid Identifier	Agency Name	Bid Status	Broadcast Date	Date Due	Name	Actions
RFP-2019-01-0-2019/df	Town of Malabar	Active	5/15/2019	5/31/2019	Malabar Parks and Recreation Board Memorial Wall Project	Planholders, Download/Order, Details
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management 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

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In order to do e-bidding

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

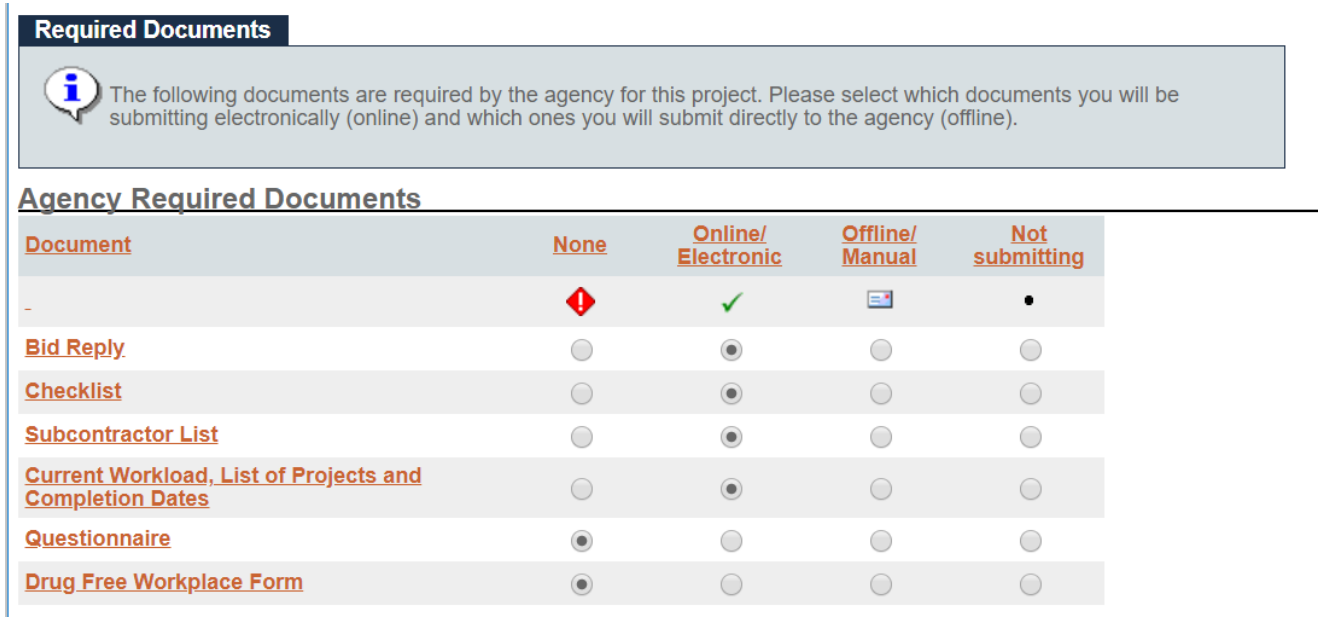
Note: You **MUST** put a number of the “BID AMOUNT” box. However, that number can be 0 so as to allow for a more detailed descriptions of your bid through your uploaded documents.



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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.

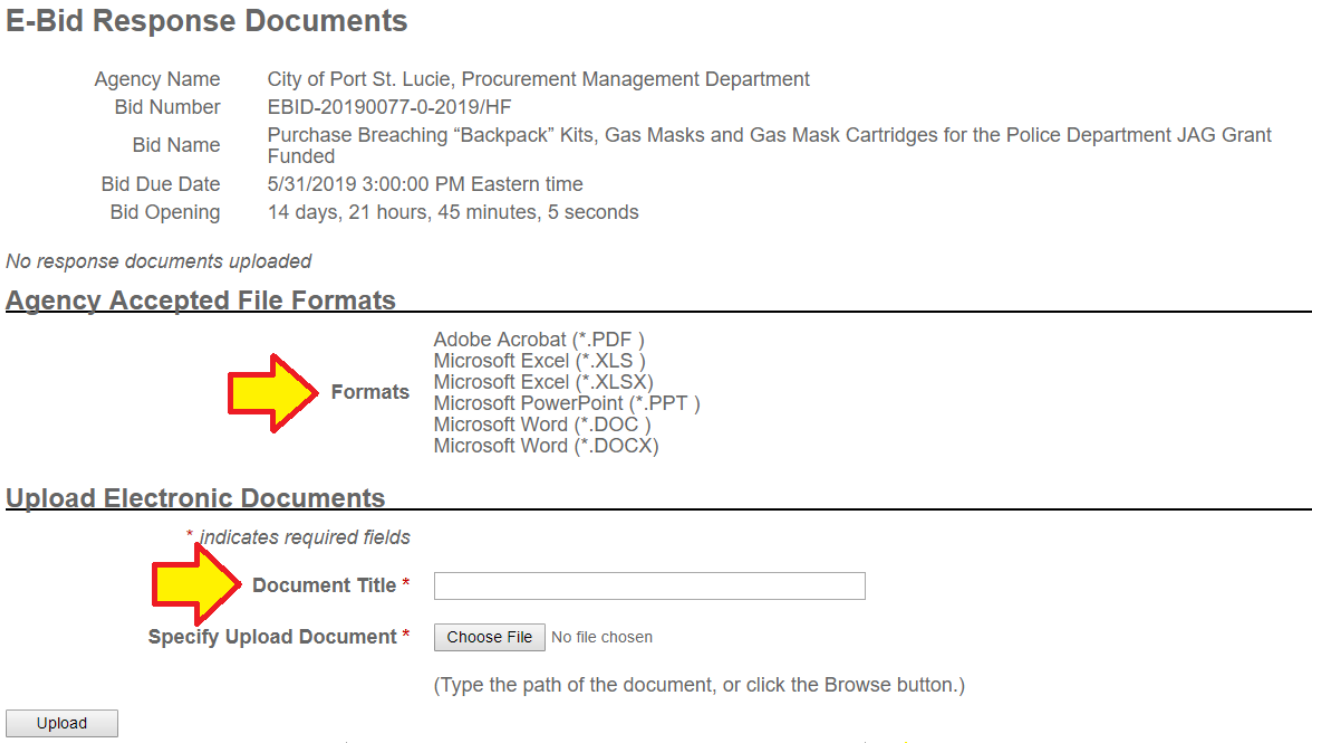


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In order to do e-bidding

Upload your response documents in an accepted file format

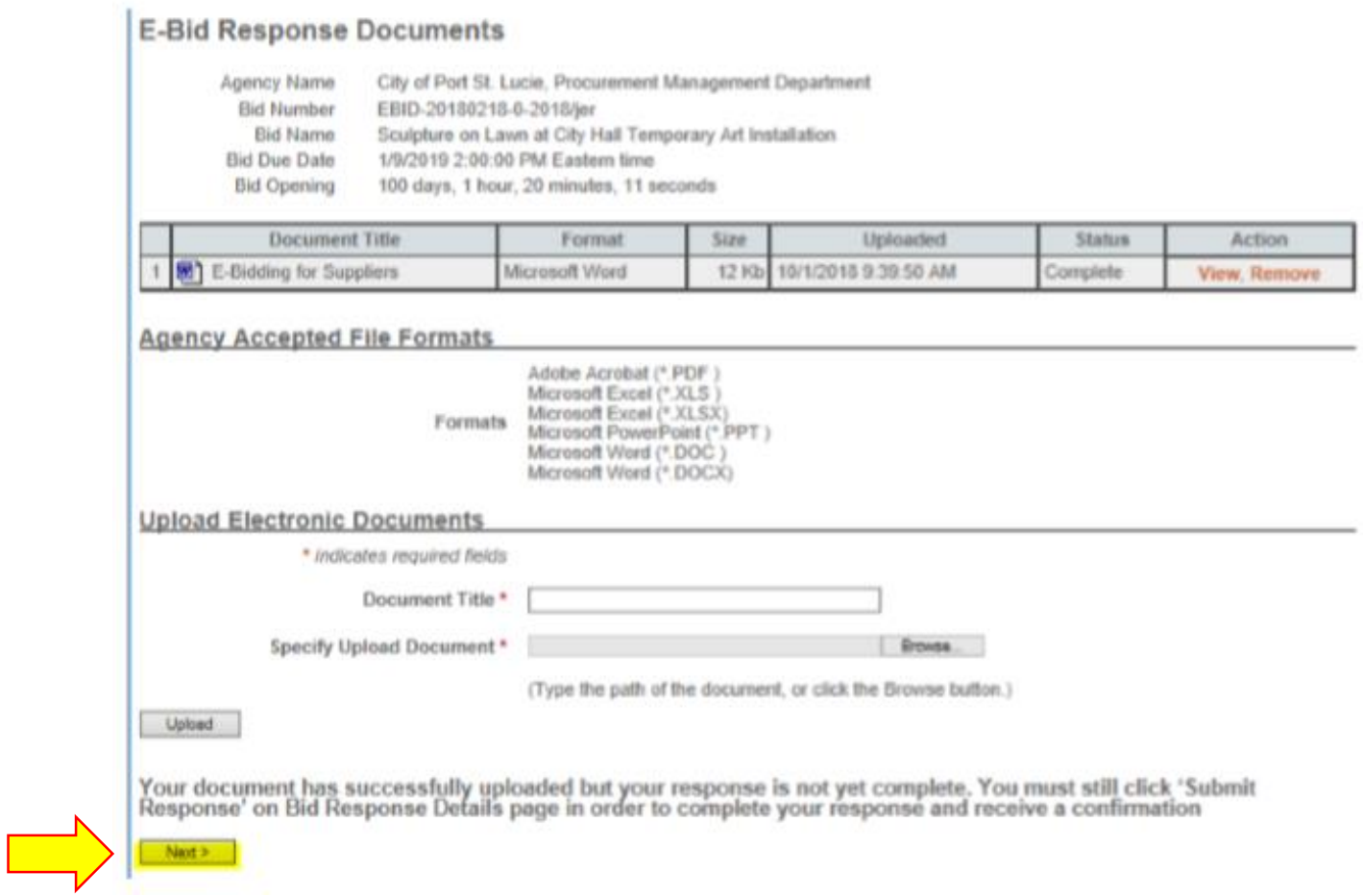
Make sure that you have covered and uploaded all the required documents



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In order to do e-bidding

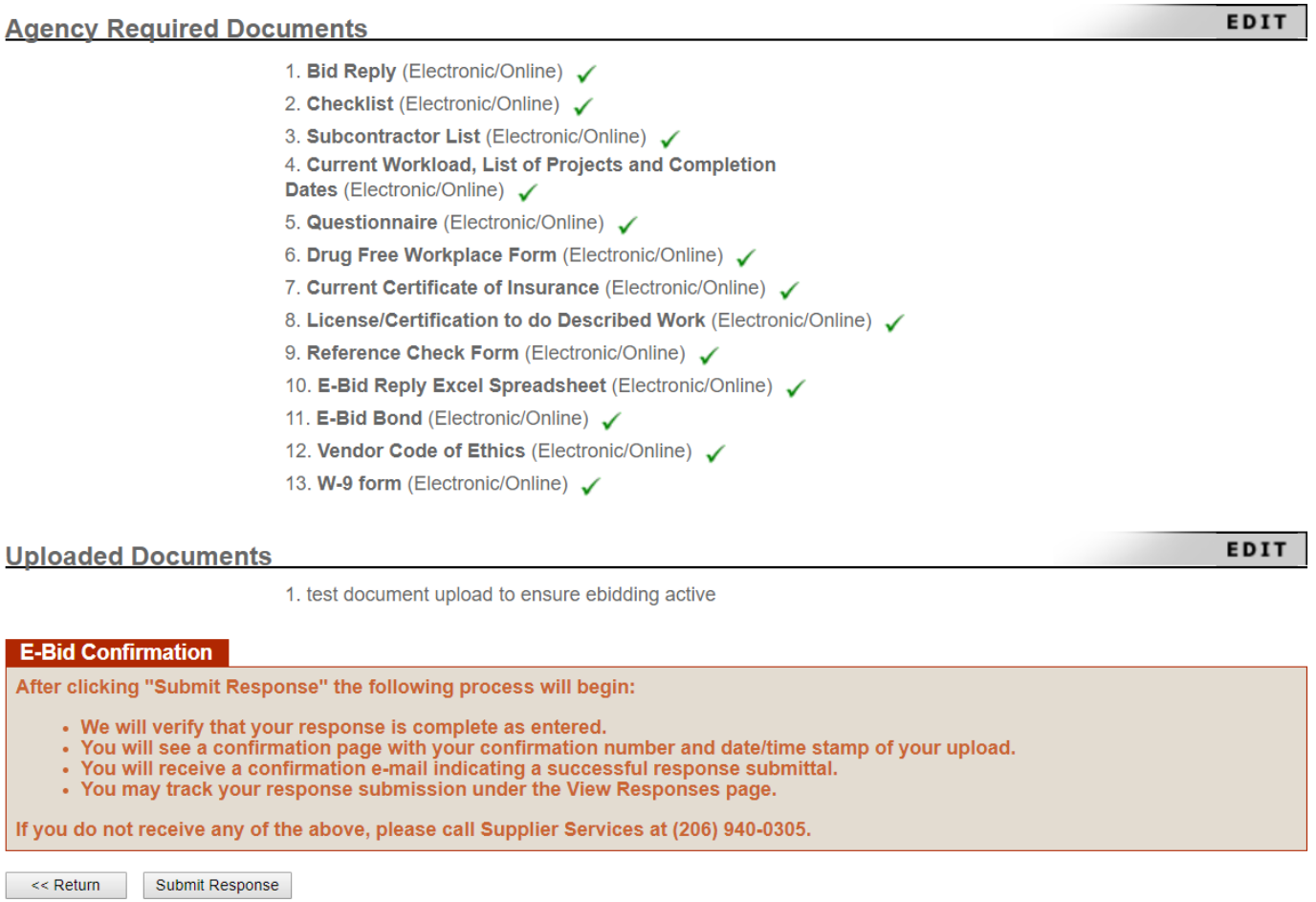
Once you decide you've uploaded all your documents that you would like to submit, make sure you click the **NEXT** button at the bottom of the screen



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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 ebidding 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

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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



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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) ✓

TO (OWNER): City of Ft. Pierce
100 North U.S. #1
Ft. Pierce, FL 34950

PROJECT: Old St. Anatasia Exterior Rest
910 Orange Avenue
Fort Pierce, FL 34950

APPLICATION NO: 1
PERIOD TO: 9/30/2023

DISTRIBUTION TO:
_ **OWNER**
_ **ARCHITECT**
_ **CONTRACTOR**

FROM (CONTRACTOR): Innovative Masonry Restoration
16264 Lakeside Ave SE
Prior Lake, MN 55372

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR: RFP 2023-037

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	$	588,168.46
2. Net Change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	588,168.46
4. TOTAL COMPLETED AND STORED TO DATE	$	0.00
5. RETAINAGE:		
a. 0.00 % of Completed Work	$	0.00
b. 0.00 % of Stored Material	$	0.00
Total retainage (Line 5a + 5b)	$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	0.00
8. CURRENT PAYMENT DUE	$	0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	588,168.46

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Innovative Masonry Restoration
16264 Lakeside Ave SE Prior Lake, MN 55372

By: _____ **Date:** _____
Jim Dolby / Principal

State of: MN

County of: Dakota

Subscribed and Sworn to before me this _____ Day of _____ 20 ___

Notary Public:

My Commission Expires :

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated,the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

TO (OWNER): City of Ft. Pierce
100 North U.S. #1
Ft. Pierce, FL 34950

PROJECT: Old St. Anatasia Exterior Rest
910 Orange Avenue
Fort Pierce, FL 34950

APPLICATION NO: 1
PERIOD TO: 9/30/2023

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Innovative Masonry Restoration
16264 Lakeside Ave SE
Prior Lake, MN 55372

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR: RFP 2023-037

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Chemical Cleaning	22,875.00	0.00	0.00	0.00	0.00	0.00	22,875.00	0.00
2	100 Tuckpointing	75,000.00	0.00	0.00	0.00	0.00	0.00	75,000.00	0.00
3	Spot Tuckpointing	73,500.00	0.00	0.00	0.00	0.00	0.00	73,500.00	0.00
4	Epoxy Injection	6,500.00	0.00	0.00	0.00	0.00	0.00	6,500.00	0.00
5	Rout and Seal	2,250.00	0.00	0.00	0.00	0.00	0.00	2,250.00	0.00
6	Individual Brick Replacement	10,800.00	0.00	0.00	0.00	0.00	0.00	10,800.00	0.00
7	Brick Rebuilding	11,000.00	0.00	0.00	0.00	0.00	0.00	11,000.00	0.00
8	Replace stone/cast concrete entrance columns	36,680.00	0.00	0.00	0.00	0.00	0.00	36,680.00	0.00
9	Ornate stone/cast concrete watertable replacement	10,840.00	0.00	0.00	0.00	0.00	0.00	10,840.00	0.00
10	Stone Replacement - Standard	7,200.00	0.00	0.00	0.00	0.00	0.00	7,200.00	0.00
11	Stone Dutchman - Standard	6,300.00	0.00	0.00	0.00	0.00	0.00	6,300.00	0.00
12	Stone Patching - Ornate	13,250.00	0.00	0.00	0.00	0.00	0.00	13,250.00	0.00
13	Stone Patching - Standard	13,050.00	0.00	0.00	0.00	0.00	0.00	13,050.00	0.00
14	Stone Rebuilding - Ornate	1,740.00	0.00	0.00	0.00	0.00	0.00	1,740.00	0.00
15	Replace stone/cast concrete treads	25,920.00	0.00	0.00	0.00	0.00	0.00	25,920.00	0.00
16	Masonry consolidation - 5%	8,550.00	0.00	0.00	0.00	0.00	0.00	8,550.00	0.00
17	Design	42,400.00	0.00	0.00	0.00	0.00	0.00	42,400.00	0.00
18	Replace broken window panes	4,880.00	0.00	0.00	0.00	0.00	0.00	4,880.00	0.00
19	Upgrade to 33% spot pointing of deteriorated brick mortar joints	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00	0.00

TO (OWNER): City of Ft. Pierce
100 North U.S. #1
Ft. Pierce, FL 34950

PROJECT: Old St. Anatasia Exterior Rest
910 Orange Avenue
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PERIOD TO: 9/30/2023

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Innovative Masonry Restoration
16264 Lakeside Ave SE
Prior Lake, MN 55372

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR: RFP 2023-037

CONTRACT DATE:

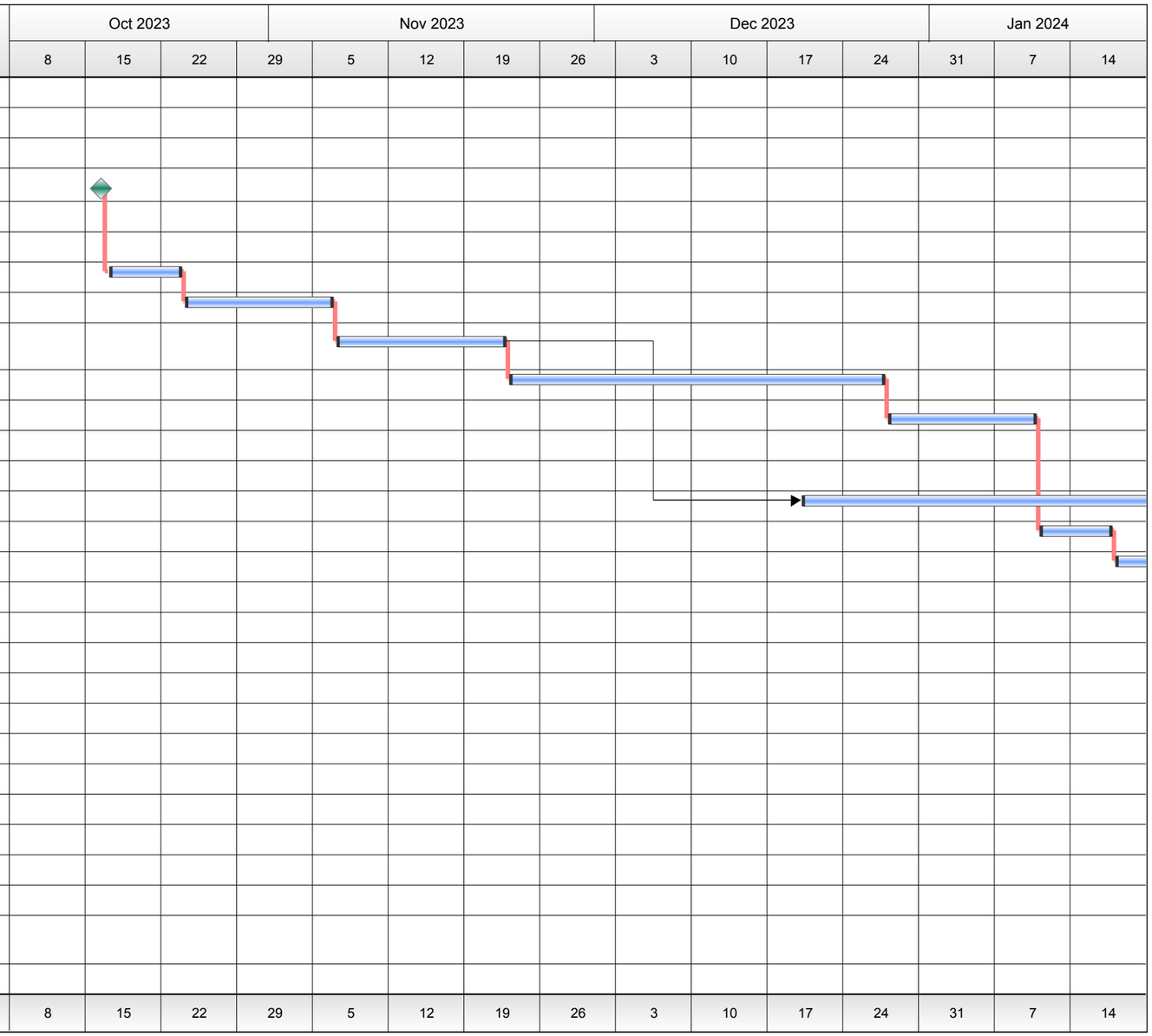
ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
20	Appication of a clear water repellent to brick and stone/cast concrete fdn.	17,813.00	0.00	0.00	0.00	0.00	0.00	17,813.00	0.00
21	Paint stripping of stone/cast concrete waterables and front entrance	9,750.00	0.00	0.00	0.00	0.00	0.00	9,750.00	0.00
22	Paint stripping of stone/cast concrete window surrounds	14,000.00	0.00	0.00	0.00	0.00	0.00	14,000.00	0.00
23	Paint of stone/cast concrete window surrounds	14,875.00	0.00	0.00	0.00	0.00	0.00	14,875.00	0.00
24	Mobilization Other	116,360.46	0.00	0.00	0.00	0.00	0.00	116,360.46	0.00
25	General Costs	14,635.00	0.00	0.00	0.00	0.00	0.00	14,635.00	0.00
	REPORT TOTALS	$588,168.46	$0.00	$0.00	$0.00	$0.00	0.00	$588,168.46	$0.00

Dateline Date: 9/26/23

Old St. Anastasia Exterior Restoration

Fort Pierce, FL

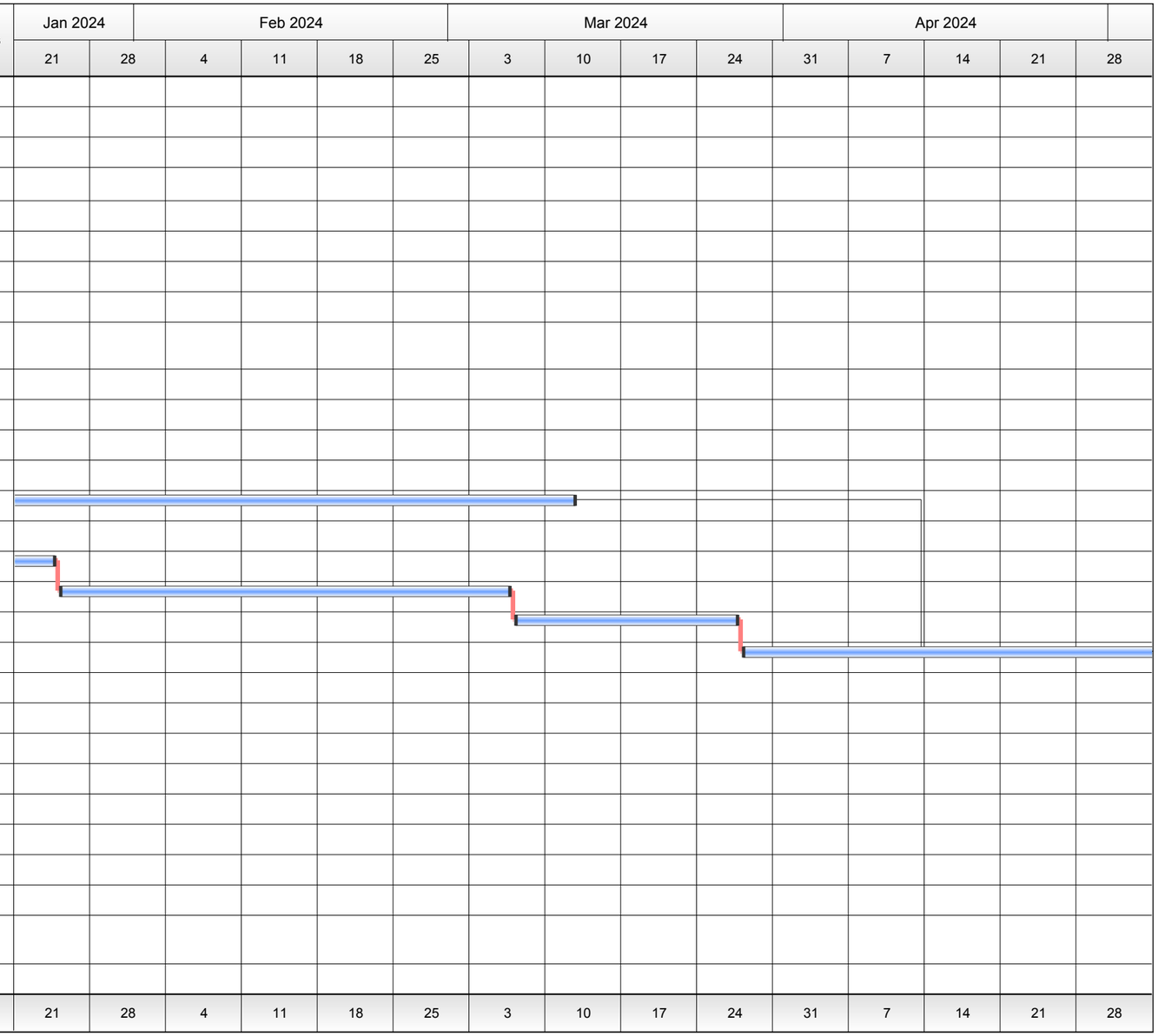
	C. Code	Activity Name	Duration (Days)	Start Date	% Complete	Finish Date	Predecessors	Successors
1								
2		**IMR Preliminary Schedule:**						
3								
4		Assumed Fully executed agreement	0.00	10/16/23	0%	10/16/23		7SS
5								
6		**Phase 1:**						
7		Develop work plan	5.00	10/17/23	0%	10/23/23	4SS	8
8		Conduct documentary research	10.00	10/24/23	0%	11/6/23	7	9
9		Site visit to document building and evaluate conditions	12.00	11/7/23	0%	11/22/23	8	10, 14
10		Prepare preservation plan	25.00	11/23/23	0%	12/27/23	9	11
11		Review of plan by City and SHPO	10.00	12/28/23	0%	1/10/24	10	15
12								
13		**Phase 2:**						
14		Lead time for stone	60.00	12/20/23	0%	3/12/24	9	19FF
15		Mobilization and job setup	5.00	1/11/24	0%	1/17/24	11	16
16		Cleaning	5.00	1/18/24	0%	1/24/24	15	17
17		Tuckpointing	30.00	1/25/24	0%	3/6/24	16	18
18		Brick work	15.00	3/7/24	0%	3/27/24	17	19
19		Stone work	35.00	3/28/24	0%	5/15/24	14FF, 18	20, 24
20		Paint stripping	12.00	5/16/24	0%	5/31/24	19	22
21		Apply water repellent	5.00	6/13/24	0%	6/19/24	22	23, 24
22		Painting	8.00	6/3/24	0%	6/12/24	20	21
23		Replace window panes	5.00	6/20/24	0%	6/26/24	21	24
24		Substantial completion	0.00	6/26/24	0%	6/26/24	19, 21, 23	25SS
25		Punchlist and demobilize	20.00	6/27/24	0%	7/24/24	24SS	26
26		Final completion	0.00	7/24/24	0%	7/24/24	25	
27								
28		Exclusions: Non-working days or additional work. Provisions for cold weather working days.						
29		Red lin indicates critical path.						



Old St. Anastasia Exterior Restoration

Fort Pierce, FL

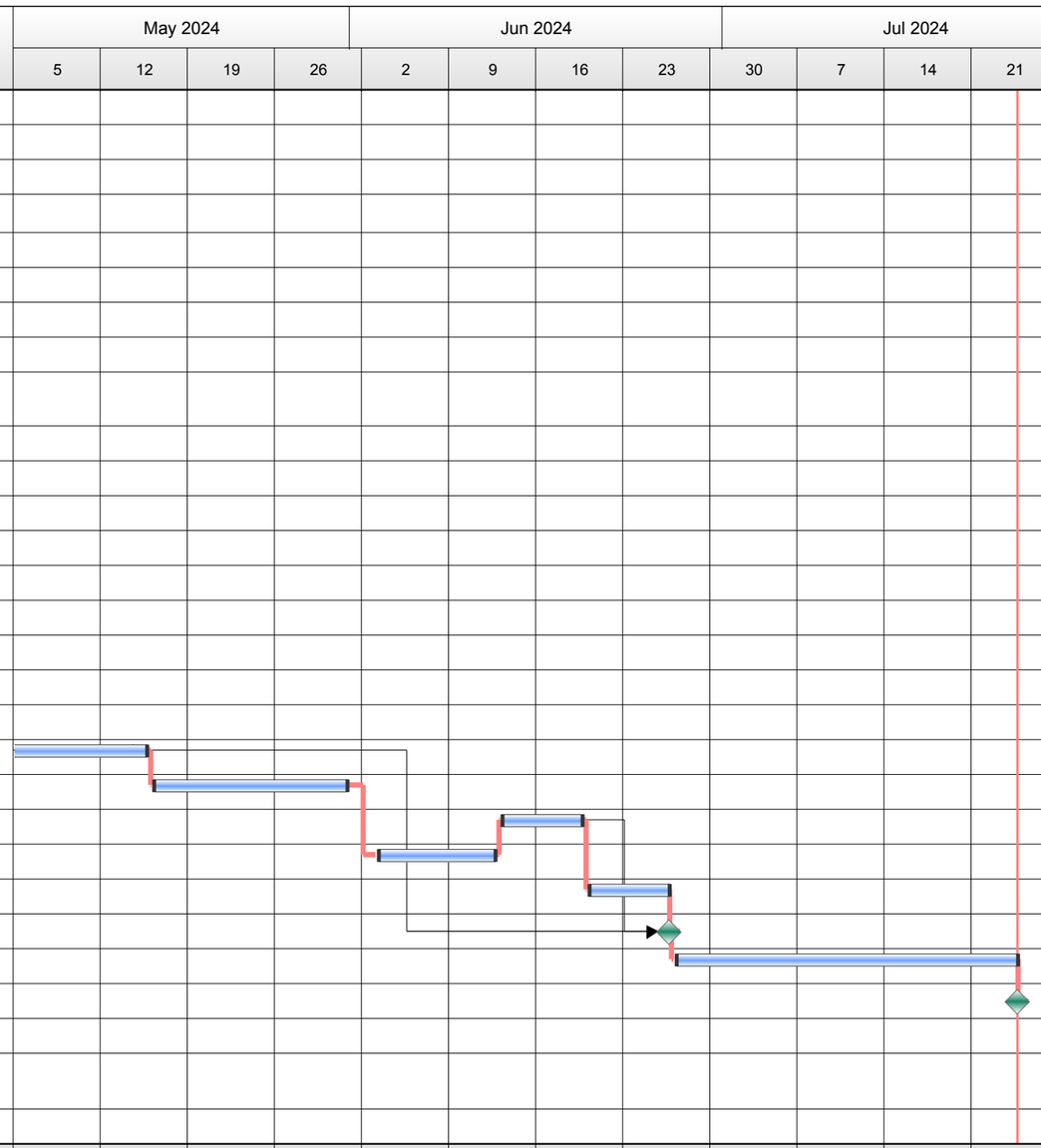
	C. Code	Activity Name	Duration (Days)	Start Date	% Complete	Finish Date	Predecessors	Successors
1								
2		**IMR Preliminary Schedule:**						
3								
4		Assumed Fully executed agreement	0.00	10/16/23	0%	10/16/23		7SS
5								
6		**Phase 1:**						
7		Develop work plan	5.00	10/17/23	0%	10/23/23	4SS	8
8		Conduct documentary research	10.00	10/24/23	0%	11/6/23	7	9
9		Site visit to document building and evaluate conditions	12.00	11/7/23	0%	11/22/23	8	10, 14
10		Prepare preservation plan	25.00	11/23/23	0%	12/27/23	9	11
11		Review of plan by City and SHPO	10.00	12/28/23	0%	1/10/24	10	15
12								
13		**Phase 2:**						
14		Lead time for stone	60.00	12/20/23	0%	3/12/24	9	19FF
15		Mobilization and job setup	5.00	1/11/24	0%	1/17/24	11	16
16		Cleaning	5.00	1/18/24	0%	1/24/24	15	17
17		Tuckpointing	30.00	1/25/24	0%	3/6/24	16	18
18		Brick work	15.00	3/7/24	0%	3/27/24	17	19
19		Stone work	35.00	3/28/24	0%	5/15/24	14FF, 18	20, 24
20		Paint stripping	12.00	5/16/24	0%	5/31/24	19	22
21		Apply water repellent	5.00	6/13/24	0%	6/19/24	22	23, 24
22		Painting	8.00	6/3/24	0%	6/12/24	20	21
23		Replace window panes	5.00	6/20/24	0%	6/26/24	21	24
24		Substantial completion	0.00	6/26/24	0%	6/26/24	19, 21, 23	25SS
25		Punchlist and demobilize	20.00	6/27/24	0%	7/24/24	24SS	26
26		Final completion	0.00	7/24/24	0%	7/24/24	25	
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Old St. Anastasia Exterior Restoration

Fort Pierce, FL

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20		Paint stripping	12.00	5/16/24	0%	5/31/24	19	22
21		Apply water repellent	5.00	6/13/24	0%	6/19/24	22	23, 24
22		Painting	8.00	6/3/24	0%	6/12/24	20	21
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Innovative Masonry Restoration, LLC

List of Subcontractors

MacDonald & Mack Architects

Att: Bob Mack

3101 E Franklin Ave

Minneapolis, MN 55406

612-341-4051

BobM@mm-architects.com

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MARCHA COMMOND, REDEVELOPMENT SPECIALIST

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: GENERAL SERVICES CONTRACT FOR THE EXTERIOR RESTORATION OF OLD ST. ANASTASIA

CAO RLS FILE: RLS 23-313

DATE: DECEMBER 2, 2023

I have reviewed the above Request for Legal Services (RLS) related to a contract for the exterior restoration of Old St. Anastasia. The documents for review were the Agreement and Exhibits A-H.

Suggested changes have been made to the Agreement, Exhibit A, and Exhibit B to include making this Agreement between the FRPA and the Contractor only, as the City is not a part, per the information you subsequently provided. Each document has been uploaded as a Track Changes version for your review and incorporation into the finalized documents.

Please review Exhibit C and confirm with Engineering and Purchasing that the bonds do not need to be changed to the FPRA instead of the City (or to include both on the bonds).

Please review Exhibit D and correct the timelines, as the dates need corrected to the new timeline.

With the above suggested changes incorporated and requested corrections, the documents are approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

GENERAL CONTRACTOR SERVICES
EXTERIOR RESTORATION OF
OLD ST. ANASTASIA

CITY OF FORT PIERCE BID NO. 2023-037

TABLE OF CONTENTS

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

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") whose address is 100 North U.S. Highway 1, Fort Pierce, Florida 34950, and **INNOVATIVE MASONRY RESTORATION, LLC** a corporation organized and existing under the laws of the STATE OF MINNESOTA, whose principal address is 16264 Lakeside Ave, Prior Lake, MN 55372 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, the FPRA wishes to contract for the project identified as **General Contractor Services – Old St. Anastasia Exterior Restoration, Bid No. 2023-037, Fort Pierce, Florida**, and

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

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

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

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

ARTICLE 1
DOCUMENTS INCORPORATED BY REFERENCE

This Agreement is for Work to be completed on the renovation to an existing three-story building known as the Old St. Anastasia Catholic School Building located at 100 S. 10th Street, Fort Pierce, FL 34950 (hereinafter the "Project"). This Work includes research into the original design of the building, a condition assessment with a report of findings, a schematic design or architectural rendering, and restoration work that meets the Project requirements as described in the scope of work, including associated attachments, and in accordance with governing codes and regulations using the best industry practices. The Agreement further includes the following attachments:

1. Exhibit "A" – General Conditions
2. Exhibit "B" – Scope of Work
3. Exhibit "C" - Contract Forms
4. Exhibit "D" - Innovative Masonry Restoration, LLC Proposal
5. Exhibit "E" – Request for Proposal 2023-037: General Contract Services – Old St. Anastasia Exterior Restoration.

6. Exhibit “F” – AIA Type Document, Application and Certification for Payment.
7. Exhibit “G” – Preliminary Construction Schedule
8. Exhibit “H” – List of Subcontractors

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 FPRA, and any other amendments executed by the FPRA 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 FPRA to execute this Agreement and recognizing that the FPRA is relying thereon, the CONTRACTOR, by executing this Agreement, makes the following express representations to the FPRA:

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 FPRA 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 FPRA 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 FPRA of any conflict, ambiguity, error, or omission which the CONTRACTOR may find with respect to these documents, before proceeding with the affected work. The express or implied approval by the Project Manager, as designated by the City Manager, of any shop drawings or other submittals shall not relieve the CONTRACTOR of the continuing duties imposed hereby, nor shall any such approval be evidence of the CONTRACTOR's compliance with this Contract. The FPRA 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 FPRA 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 FPRA 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 FPRA , 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 FPRA 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 "B", 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 FPRA.

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 FPRA, along with other required submittals upon Completion of the Project, and receipt of same by the FPRA shall be a condition precedent to final payment to the CONTRACTOR. The CONTRACTOR shall prepare and submit final as-built drawings to the FPRA.

ARTICLE 5
TIME FOR CONTRACTOR'S PERFORMANCE; DELAYS

5(A) The CONTRACTOR shall commence the performance of this Agreement immediately upon execution of this agreement, and shall diligently continue its performance to and until Completion of the Project. **The CONTRACTOR shall accomplish Substantial Completion within 252 calendar days and Final Completion in 282 calendar days of permits being obtained hereinafter the "Contract Time". Substantial Completion means that 85% of the construction schedule is completed.** 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 FPRA 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 FPRA , estimated at the time of executing this Agreement. When the FPRA reasonably believes that Substantial Completion will be inexcusably delayed, the FPRA shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the FPRA 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 FPRA has withheld payment, the FPRA 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 FPRA, the Project is at a level of completion in strict compliance with this Agreement such that the FPRA 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 FPRA and the Project Manager, as designated by the City Manager, so as to plan its Work in coordinated sequence with the Work of the FPRA 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 FPRA 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 FPRA, changes in the Work, wars, civil commotions, epidemics, public health emergencies, government regulations, labor disputes, fire, unusual delay in transportation, severe weather conditions, unavoidable casualties, delays specifically authorized by the FPRA, 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 FPRA 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 FPRA, 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 FPRA 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 FPRA , 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 FPRA . 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 FPRA . 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 FPRA, 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 FPRA 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 FPRA if such delays or hindrances are within the FPRA'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 FPRA or which arise from the FPRA's actions under Article 8.

Without limitation, the FPRA's exercise of its rights under the changes clause, regardless of the extent or number of such changes, or the FPRA'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. 2023-037, General Contractor Services – Exterior Restoration of Old St. Anastasia**. CONTRACTOR shall perform all portions of work based upon the lump sum and unit prices as set forth in the attached Exhibit "D", Innovative Masonry Restoration, LLC Proposal, Tab 6 Pricing, including alternate work items accepted by the FPRA, 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: **$588,168.46** (hereinafter the "Contract Amount").

6(B) Prior to review of the first Payment Request, the CONTRACTOR must submit to the FPRA and receive the FPRA'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 Exhibit "D", Innovative Masonry Restoration, LLC Proposal, Tab 6 Pricing and Exhibit "F" AIA Type Document, Application and Certification for Payment and backed up with whatever supporting information the FPRA requests (see also the specifications for additional information).** The CONTRACTOR shall not imbalance it's 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 FPRA.

6(C) The FPRA 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 FPRA 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 FPRA or Project Manager, as designated by the City Manager, less the total amount of previous payments received from the FPRA. Payment for materials stored offsite shall be at the discretion of the FPRA 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 FPRA, 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 FPRA 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 FPRA or which the FPRA shall have the right

to withhold as authorized by this Agreement, subject to approval by the FPRA. Upon receipt of a proper Payment Request, the FPRA shall make payment within twenty (20) business days. If there is a dispute as to the Payment Request, the FPRA shall notify the CONTRACTOR in writing, commence the dispute resolution within thirty (30) days, and conclude the final decision within forty-five (45) days. Approval of the CONTRACTOR'S Payment Requests shall not preclude the FPRA 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 FPRA 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 FPRA, 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 FPRA, 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 FPRA, 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 FPRA, 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 FPRA, nor any other act or omission by the FPRA 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 FPRA 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 FPRA 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 FPRA 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 FPRA after written notice and a reasonable opportunity to cure as set forth above.

In the event that the FPRA makes written demand upon the CONTRACTOR for amounts previously paid by the FPRA as contemplated in this Subarticle 6(E), the CONTRACTOR shall promptly comply with such demand. As applicable under Florida law, the FPRA'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 FPRA 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 FPRA 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 FPRA 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 FPRA 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 FPRA 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 FPRA 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 FPRA 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 FPRA 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 FPRA hereunder, the CONTRACTOR will furnish a final Request for Payment to the FPRA certifying to the FPRA 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 FPRA from the CONTRACTOR's final payment;

6(H) In addition to other remedies of the FPRA, 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 FPRA 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 FPRA

7(A)(i) The FPRA 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 FPRA and for no other purpose. By furnishing such material, the FPRA 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 FPRA.

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

7(B) The CONTRACTOR is responsible for obtaining all permits required. The FPRA is responsible for payment of all permit fees. The CONTRACTOR shall coordinate with the FPRA 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 FPRA . 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 FPRA 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 FRPA or 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 FPRA. 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 FPRA 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 FPRA performing such work, which costs may be withheld from amounts due to the CONTRACTOR from the FPRA . The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the FPRA may have against the CONTRACTOR.

If Work completed by the FPRA 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 FPRA'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 FPRA:

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
Jim Dolby	IMR Project Manager/Principal
Carlos Morales	IMR Project Foreman
Bob Mack	Designer, MacDonald & Mack Architects

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 FPRA.

9(G) The CONTRACTOR must submit to the FPRA and the Project Manager, as designated by the City Manager, the CONTRACTOR's schedule for completing the Work prior to the submittal of the first application for payment. The schedule shall divide the list of activities that will be completed during the Pre-restoration Phase and Restoration Phase. 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 FPRA 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 FPRA 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 FPRA 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 FPRA 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 FPRA and other contractors hired by the FPRA . 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 FPRA, 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 FPRA, 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 FPRA.

ARTICLE 10
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 and the FPRA 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 or the FPRA.

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 selfinsurance 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: Purchasing Division &
Risk Division
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

ARTICLE 11
CLAIMS BY THE CONTRACTOR

Claims by the CONTRACTOR against the FPRA, 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 FPRA shall be initiated by a written claim submitted to the FPRA. Notice of such claim shall be received by the FPRA 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 FPRA within thirty (30) calendar days after notice has been received.

11(B) The CONTRACTOR and the FPRA 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 FPRA, 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 FPRA, unless extended by written agreement of the parties. As a condition precedent to the FPRA having any liability to the CONTRACTOR due to concealed and unknown conditions, the CONTRACTOR must give the Project Manager, as designated by the City Manager, written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the CONTRACTOR to give the written notice and make the claim as provided by this Subarticle 11(C) and Subarticle 7(A)(ii) shall constitute a waiver by the CONTRACTOR of any rights arising out of or relating to such concealed and unknown condition.

11(D) In the event the CONTRACTOR seeks to make a claim for an increase in the Contract Amount, as a condition precedent to any liability of the FPRA 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 FPRA for compensation in excess of the Contract Amount, any liability of the FPRA 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 FPRA may have to one or more of such subcontractors. The CONTRACTOR shall not enter into a subcontract with an intended subcontractor to whom the FPRA reasonably objects. If at any time the FPRA 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 FPRA 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 FPRA, 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 FPRA 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 FPRA, at the FPRA'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 FPRA 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 FPRA 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 FPRA 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 FPRA 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 FPRA 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 FPRA requires.

The CONTRACTOR shall promptly submit such documentation and other backup as the FPRA 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 FPRA 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 FPRA, the CONTRACTOR'S surety or by law. The CONTRACTOR'S execution of the Change Order shall constitute the CONTRACTOR'S warranty to the FPRA 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 FPRA's consultants upon request, and shall be reworked at no cost in time or money to the FPRA.

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 FPRA'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 FPRA. Otherwise, such costs shall be borne by the CONTRACTOR.

14(C) The CONTRACTOR shall, at no cost in time or money to the FPRA, 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 FPRA 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 FPRA, 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 FPRA for the acceptance of defective or nonconforming work, the CONTRACTOR shall, upon written demand from the FPRA, pay the FPRA 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 FPRA 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
FPRA'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

15(A) In addition to the FPRA's rights under Article 8 and elsewhere herein, the FPRA 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 FPRA. If any such suspension is directed by the FPRA, 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 FPRA shall pay the CONTRACTOR as full compensation for such suspension the CONTRACTOR's ordinary and reasonable costs, actually incurred and paid of:

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

overhead).

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

ARTICLE 16
TERMINATION BY THE FPRA

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

16(A) Termination for Convenience. The FPRA may, when in the interests of the FPRA, terminate performance under this Agreement by the CONTRACTOR, in whole or in part, for the convenience of the FPRA. The FPRA 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 FPRA may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under termination orders or subcontracts to the FPRA or its designee. The CONTRACTOR shall transfer title and deliver to the FPRA 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)(l) The CONTRACTOR shall submit a termination claim to the FPRA specifying the amounts due because of the termination for convenience together with costs, pricing, or other data required by the FPRA. If the CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, the FPRA shall pay the CONTRACTOR, an amount derived in accordance with Subarticle 16 (A)(3) below.

16(A)(2) The FPRAand 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 FPRA 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 FPRA'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 FPRA, 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 FPRA'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 FPRA of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the FPRA, such remainder shall belong to the CONTRACTOR. Otherwise, the CONTRACTOR shall pay and make whole the FPRA 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 FPRA 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© Termination for Non-Appropriation. The FPRA 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 FPRA's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 17
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 FPRA and/or their consultants for inspection and copying upon written request by the FPRA. Furthermore, said documents shall be made available, upon request by the FPRA, 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 18
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 19
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 FPRA.

ARTICLE 20
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 the FPRA and the 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 FPRA and the CITY for any loss, cost, or expense incurred by, levied upon, or billed to the FPRA or 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:

FPRA:
FORT PIERCE REDEVELOPMENT AGENCY
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34954-1480
Attention: City Manager and City Attorney

CONTRACTOR:
INNOVATIVE MASONRY RESTORATION, LLC
1147 NE 7th Avenue
Fort Lauderdale, FL 33304
Attention: Clifford L. Moore, Jr.

ARTICLE 21
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 FPRA's authority to issue changes set forth in Article 13 herein.

ARTICLE 22
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 23
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 24
SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the FPRA'S or 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.

ARTICLE 25
E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by CONTRACTOR. In accordance with, Section 448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONSULTANT shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet

at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. CONTRACTOR shall, upon request, provide evidence of compliance with this provision to the CITY. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the CITY terminates this contract with CONTRACTOR, the CONTRACTOR may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. CONTRACTOR is liable for any additional costs incurred by the CITY as a result of the termination of this contract under Section 448.095, Florida Statutes.

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

WITNESSETH:

_____
Print Name

_____
Signature

_____
Print Name

_____
Signature

CONTRACTOR:
INNOVATIVE MASONRY RESTORATION LLC.

_____
By:

Title: _____

ATTEST:

_____
Linda Cox, City Clerk

FORT PIERCE REDEVELOPMENT AGENCY:

_____
Linda Hudson, Chairperson

APPROVED AS TO FORM
AND CORRECTNESS:

_____

Sara Hedges, City Attorney

FPRA Regular Meeting **7. b.**

Meeting Date: December 12, 2023

Re: Brightline Letter of Support

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

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SUBJECT:

Approval of Fort Pierce Redevelopment Agency Letter of Support for City of Fort Pierce's Brightline Proposal.

Attachments

FPRA Letter of Support

Brian Kronberg
Vice President of Development
350 NW 1st Ave, Suite 200
Miami, FL 33136
BrightlineTC@gobrightline.com

Subject: Fort Pierce Redevelopment Agency Supports Brightline Station in Downtown Fort Pierce

Dear Mr. Kronberg,

I am writing on behalf of the Fort Pierce Redevelopment Agency to express our full support for the City of Fort Pierce's proposal to establish a Brightline Station in Downtown Fort Pierce. As the leading organization dedicated to the revitalization and enhancement of Fort Pierce, we firmly believe that our city is the ideal location for a Brightline Station on the Treasure Coast.

Fort Pierce has recently experienced remarkable success with the completion of our award-winning Downtown Master Plan. This comprehensive plan will deeply influence the transformation of our downtown area, resulting in a vibrant and thriving community. The restoration of historical buildings, the addition of new amenities, and the creation of attractive public spaces will all contribute to the revitalization of our downtown district. Establishing a Brightline Station in Downtown Fort Pierce will undoubtedly serve as a catalyst for further economic growth and development, complementing the implementation of the Downtown Master Plan.

Additionally, Fort Pierce boasts a vision for the future that aligns perfectly with the goals of Brightline. Our city has a number of capital improvement projects already planned, aimed at creating an even more dynamic and interconnected community. These projects include the expansion of our green spaces, the enhancement of our biking and pedestrian networks, and the development of mixed-use areas that will attract residents, visitors, and businesses alike. The establishment of a Brightline Station in Downtown Fort Pierce would synergize with these projects, creating an integrated infrastructure that promotes sustainable mobility and accessibility.

Furthermore, the four-point action plan developed by the Fort Pierce Redevelopment Agency underscores our commitment to progressive change and community development. Our agency's plan focuses on restoring neighborhoods, fostering arts and culture, resetting the economic base, and connecting the community. By bringing a Brightline Station to Fort Pierce, we would be effectively addressing each of these pillars. It would not only contribute to the economic revitalization of our neighborhoods but also provide a platform for showcasing our vibrant arts scene and cultural diversity. Moreover, the station would attract new businesses and revitalized economic opportunities, establishing Fort Pierce as a destination for economic growth and innovation.

The Fort Pierce Redevelopment Agency maintains its firm conviction that Fort Pierce is the ideal location for a Brightline Station on the Treasure Coast. We enthusiastically support the City of Fort Pierce's proposal for a Brightline Station in Downtown Fort Pierce, and we eagerly anticipate the transformative impact it will have on our community.

Sincerely,

Linda Hudson, Chair
Fort Pierce Redevelopment Agency

FPRA Regular Meeting **8. a.**

Meeting Date: December 12, 2023

Re: Commercial Facade Grant Award Recommendation

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Commercial Facade Grant Award Recommendation

SUMMARY:

The intent of the Commercial Façade Grant Program is to significantly enhance the appearance of buildings and eliminate blight within the FPRA district. This program is designed to encourage redevelopment of the FPRA by enhancing its visual aesthetics, which will lead to increased property values, tenant occupancy, economic development, and job creation. The program offers financial assistance in the form of a reimbursable grant, matching 50% up to $25,000.

The applications were evaluated on the following evaluation criteria: visual impact, activation of a vacant building, business type, and goals of the FPRA Plan.

The CRA Advisory Committee recommends approval to the FPRA Board for the two highest ranked applications, Gloria Roa Bodin, P.A.located at 215 N. 2nd Street and Fort Pierce PAL located at 2203 Orange Avenue.
The maximum possible points was 300.
215 N. 2nd Street - Scored 205
2203 Orange Ave - 165
500 Orange Avenue - 125
701 Atlantic Ave - 95
710 Orange Avenue - 85

RECOMMENDATION:

Award Commercial Facade Grant to 215 N 2nd Street, Gloria Roa Bodin, P.A. and
2203 Orange Avenue - Fort Pierce PAL

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Shyanne Harnage, Economic Development Manager

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2024
Account: 104-9400-554-4020
Amount: 25,000
OTHER INFORMATION:
The FPRA Board approved funding for the program July 2023.

Attachments

Evaluation Criteria
Retail & Business Study
Cumulative Evaluation Results
Comm. Facade Presentation
215 N 2nd St Application
2203 Orange Avenue Application
500 Orange Ave Application
701 Atlantic Ave Application
710 Orange Ave Application

COMMERCIAL FAÇADE GRANT
EVALUATION CRITERIA

EVALUATION CRITERIA	POINTS
Visual Impact The project's ability to aesthetically transform the building. Does the project eliminate blight? Does the project raise the visual appeal of the FPRA?	50 points possible
Activation Will this project activate a vacant building or portion of a building?	20 points possible
Type Business type has been identified as targeted tier in the Retail & Business Study	15 points possible
FPRA Plan Does this project meet the goals and objects of the FPRA Plan?	15 points possible

Downtown Fort Pierce

Targeted Tenant Mix

- Hotels
- Full-service restaurants
- Bars/pubs
- Coffee shops
- Quick service restaurant (QSR)
- Clothing, shoe and accessories stores
- Entertainment
- Cosmetics, beauty-supply and perfume stores
- Hair and nail salons
- Fitness centers/gyms
- Martial arts, dance and yoga studios
- Furniture and home furnishings stores
- Pharmacies/drugstores
- Sporting goods, hobby, book and music stores
- Office supply, stationery and gift stores
- Beer, wine and liquor stores

Hotels

COURTYARD BY MARRIOTT

DOUBLETREE BY HILTON

Full-Service Restaurants

Tommy Bahama

BRICKTOP'S

Bars/Pubs

Yard House

Bokampers Sports Bar & Grill

AMSO American Social Bar & Kitchen

Brix Room

Coffee Shops

FIRST WATCH THE DAYTIME CAFE

SUBCULTURE COFFEE ROASTERS

Quick-Service Restaurants

mellow MUSHROOM

BURGERFI

purgreens fit | fast | fresh

Clothing, Shoes, Accessories

J.McLaughlin

SOUTHERN TIDE

Entertainment

LUCKY STRIKE LANES

ALAMO DRAFTHOUSE CINEMA

Cosmetics, and beauty-supply stores

THE VITAMIN SHOPPE

bluemercury makeup · skincare · spa

Hair and Nail Salons

Sola Salon Studios

drybar

Cloud 10 BLOW DRY BAR & BEAUTY SALON

Fitness Centers and Gyms

orangetheory

ME Massage Envy

TAPOUT

Others

Bassett

LA-Z-BOY Live life comfortably.

SHERWIN WILLIAMS.

ACE Hardware

Walgreens

RITE AID

YETI

sunglass hut

Lincoln Park

Targeted Tenant Mix

- Convenience stores
- Business services
- Groceries
- Laundry services
- Pharmacies/drugstores
- Full-service restaurants
- Quick service restaurant (QSR)
- Coffee shops
- Hair and nail salons
- Financial services
- Opticians'/Doctors' offices
- Sporting goods, hobby, book and music stores
- Martial arts, dance and yoga studios
- Bars/pubs
- Office supply, stationery and gift stores
- Fitness centers/gyms
- Cosmetics, beauty-supply and perfume stores
- Clothing, shoe and accessories stores
- Electronics and appliance stores

Business Services

UPS, Experimac, Boost Mobile

Groceries

Save A Lot, ALDI

Pharmacies/Drugstores

CVS pharmacy, Walgreens, Rite Aid

Full-Service Restaurant

Mission BBQ, Wing Stop, Buffalo Wild Wings

Quick Service Restaurant

Pollo Tropical, Popeyes, Hardee's, Church's Chicken

Coffee Shops

Dunkin' Donuts

Hair and Nail Salons

SUPERCUTS, Hair Cuttery, Great Clips, Floyd's Barbershop

Financial Services

Space Coast Credit Union, BankUnited, SeacoastBank, One Florida Bank, First Horizon

Optician's/Doctors Offices

Pearle Vision, eyelab

Bars/Pubs

Duffy's Sports Grill, Flanigan's, Bonefish Mac's Sports Grille

Fitness Centers/Gyms

Lifetime Fitness, Youfit Health Clubs, Anytime Fitness

Others

Sally Beauty, Aaron's Easy. Beautiful. Affordable., Citi Trends

Peacock Arts District

Targeted Tenant Mix

- Convenience stores
- Business services
- Groceries
- Laundry services
- Pharmacies/drugstores
- Beer, wine and liquor stores
- Full-service restaurants
- Quick service restaurant (QSR)
- Coffee shops
- Entertainment
- Hair and nail salons
- Financial services
- Opticians'/Doctors' offices
- Sporting goods, hobby, book and music stores
- Martial arts, dance and yoga studios
- Bars/pubs
- Office supply, stationery and gift stores
- Fitness centers/gyms
- Cosmetics, beauty-supply and perfume stores
- Clothing, shoe and accessories stores
- Electronics and appliance stores

Business Services

FedEx ups

Grocery

EARTH FARE HEALTHY FOOD FOR EVERYONE SPROUTS FARMERS MARKET

Pharmacy/Drugstores

Health Mart PHARMACY

Full-Service Restaurants

ANTHONY'S COAL FIRED PIZZA PIZZA WELL DONE

Quick-Service Restaurants

Toasted Bagelry & Deli

Entertainment

Painting with a Twist

Hair and Nail Salons

seva BEAUTY

Opticians/Doctors Offices

SURTERRA WELLNESS

Cosmetics and beauty-supply Sores

SALLY BEAUTY LUSH FRESH HANDMADE COSMETICS

Clothing, Shoes and Accessory

PLATO'S CLOSET KARA

Coffee Shops

keke's BREAKFAST CAFE

MAPLE STREET BISCUIT COMPANY

Fisherman's Wharf
Targeted Tenant Mix

Hotels
Full-service restaurants
Coffee shops
Quick service restaurant (QSR)
Bars/pubs
Clothing, shoe and accessories stores
Pharmacies/drugstores
Hair and nail salons
Sporting goods, hobby, book and music stores
Martial arts, dance and yoga studios
Office supply, stationery and gift stores
Fitness centers/gyms
Cosmetics, beauty-supply and perfume stores
Beer, wine and liquor stores

Hotel
element BY WESTIN

Full-Service Restaurant
MULLIGAN'S BEACH HOUSE BAR & GRILL
P.F. CHANG'S CHINA BISTRO
COOPER'S HAWK WINERY & RESTAURANTS
Earls KITCHEN • BAR
GUANABANAS

Coffee Shops
Panera BREAD
FIRST WATCH THE DAYTIME CAFE

Quick Service Restaurants
noodles & company
JOEY RESTAURANTS
Jersey Mike's SUBS
THE FIREHOUSE est. 1980

Bar's/Pubs
MILLER'S ALE·HOUSE
Bar Louie
FLANIGAN'S

Sporting Goods
West Marine

Pharmacies/Drugstores
Health Mart PHARMACY

Hair and Nail Salons
bluemercury makeup • skincare • spa

Clothing, shoe and accessories
Tommy Bahama
SOUTHERN TIDE
YETI

Others
TAPOUT
orangetheory
Total Wine & MORE

South Beach

Targeted Tenant Mix

- Hotels
- Full-service restaurants
- Bars/pubs
- Coffee shops
- Quick service restaurant
- Clothing, shoe and accessories stores
- Pharmacies/drugstores
- Hair and nail salons
- Sporting goods, hobby, book and music stores
- Martial arts, dance and yoga studios
- Office supply, stationery and gift stores
- Fitness centers/gyms
- Cosmetics, beauty-supply and perfume stores
- Beer, wine and liquor stores
- Furniture and home furnishings stores

Hotel

element by Westin

Full-Service Restaurants

Cheddar's Scratch Kitchen

Giordano's

Bars/Pubs

Tommy Bahama

Hillstone Restaurant Group

Cooper's Hawk Winery & Restaurants

Quick Service Restaurants

Kilwins Chocolates Fudge Ice Cream

salata salad kitchen

Jamba Juice

Clothing, Shoe, Accessories

J.McLaughlin

sunglass hut

Fitness Centers/Gyms

orangetheory

Coffee Shops

Maple Street Biscuit Company

Hair and Nails

Sola Salon Studios

Pharmacies/Drugstores

CVS pharmacy

Walgreens

Sporting goods, hobby, book and music stores

ORVIS

GOLFTEC Swing Better. Play Better.

Beer, Wine and Liquor

ABC Fine Wine & Spirits

Furniture and Home Furnishings

Carls Patio

COMMERCIAL FAÇADE APPLICATIONS CUMULATIVE EVALUATION RESULTS

APPLICANTS	CRITERIA						
	Visual Impact 150 points	Activation 60 points	Business Type 45 points	FPRA Plan 45 points	TOTAL 300	Total Investment	Total Requested
215 N 2nd Street - Gloria Roa Bodin P.A.	**150**	**0**	**10**	**45**	**205**	**$62,000**	**$25,000**
2203 Orange Ave - Fort Pierce PAL	**75**	**0**	**45**	**45**	**165**	**$65,000**	**$25,000**
500 Orange Ave - Stan Synkoski	40	0	45	40	125	$38,782	$19,391
701 Atlantic Ave - Michael D'Addesi	45	15	0	35	95	$60,000	$25,000
710 Orange Ave - Botanical Sanctuary LLC	50	0	0	35	85	$50,000	$25,000

FPRA FORT PIERCE REDEVELOPMENT AGENCY

Commercial Façade Grant Applications

Overview

The intent of the Commercial Façade Grant Program is to significantly enhance the appearance of buildings and eliminate blight within the FPRA district.
The program offers financial assistance in the form of a reimbursable grant, matching 50% up to $25,000.









Previous Commercial Façade Projects









Previous Commercial Façade Projects



Evaluation Criteria

Staff evaluated the applications on the following evaluation criteria:

- Visual impact (50 points) – Does the project significantly transform the building/property? Does the project eliminate blight? Does the project raise visual appeal of the FPRA?
- Activation (20 points) – Will this project activate a vacant building or a portion of a vacant building?

- Business Type (15 points) – Has the business type been identified as targeted tier in the Retail & Business Study?
- FPRA Plan (15 points) – Does the project meet the goals of the FPRA Plan?

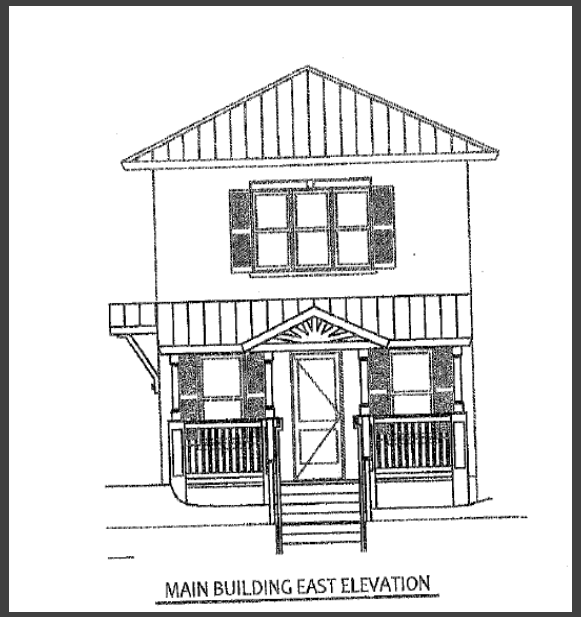
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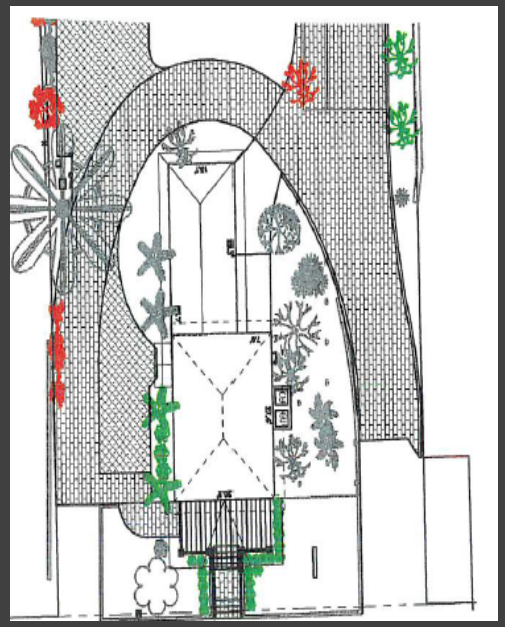
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215 N 2nd Street







215 N 2nd St.

Current Utilization

Law Office

Façade Improvements

- Removal of current porch overhang
- Install new porch wooden deck and roof cover
- ADA improvements
- Improve existing driveway
- Add pavers to the unimproved driveway
- Replace sod and plants
- Upgrade lighting

Total Investment

$62,000

Grant Amount Requested

$25,000



2203 Orange Ave





2203 Orange Ave

Current Utilization
Non- Profit Youth Center (St Lucie Sheriff's PAL)

Façade Improvements
Shade structure covering existing concrete

Total Investment
$65,000

Grant Amount Requested
$25,000



500 Orange Avenue





500 Orange Avenue

Current Utilization

Meeting & Event Venue

Façade Improvements

- Installation of awnings on front windows
- Repair wood & window glazing on all exterior windows
- Add LED lighting to upper façade on the South, East & West sides
- Add 2 additional security cameras

Total Investment

$38,782

Grant Amount Requested

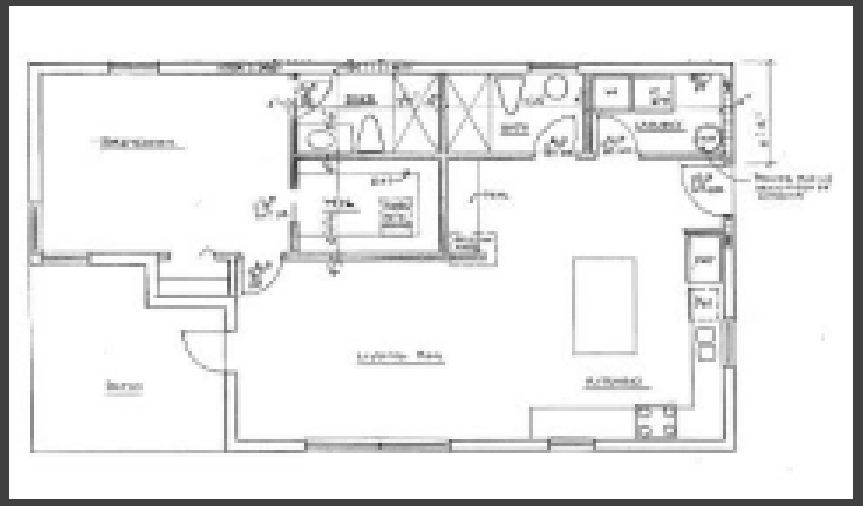
$19,391



701 Atlantic Avenue







701 Atlantic Avenue

Fufure Utilization
Office Commercial / Residential (Megan's Plant Boutique)
Home office for preparing tropical houseplants for shipment

Façade Improvements

- Vinyl fence
- Replace windows with storm impact windows
- Replace garage door
- Landscaping & Irrigation
- Add 25ft long concrete driveway
- Paint exterior
- New roof

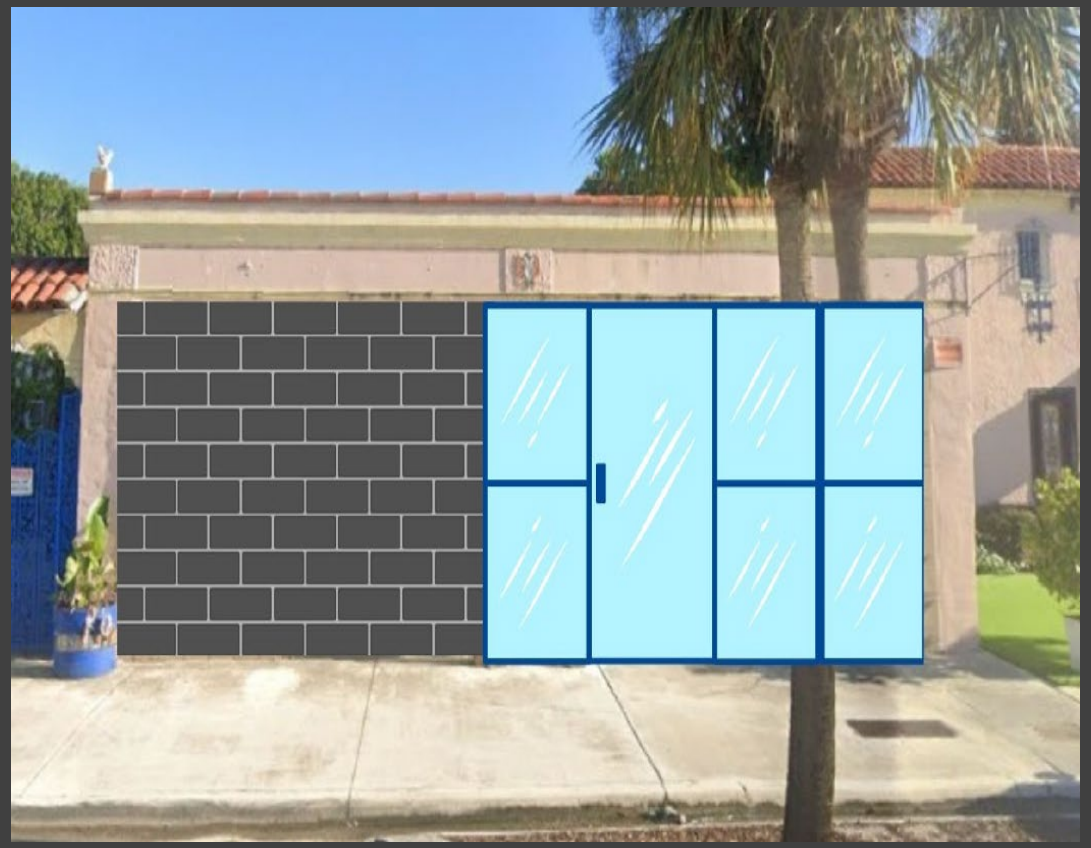
Total Investment
$60,000

Grant amount requested
$25,000



710 Orange Avenue

710 Orange Avenue



Current Utilization
Residential

Fufure Utilization
Peacock Arts House – Arts & Culture Organizations
Residential

Façade Improvements
- Install 2 adjoining walls
- Install new storefront impact doors/windows

Total Investment
$50,000

Grant amount requested
$25,000

Next Steps

FPRA Board will make final determination and execute Agreement.

Applicants must receive building permit within six months of FPRA Board funding approval.

Applicant shall incur all project costs and may receive reimbursement only after all improvements have been made.

Project must be completed within 12 months of building permit issuance.

Check will be disbursed upon receipt of written notification, permits/CO, and copies of paid invoices.

Recommendations



STAFF RECOMMENDED AWARD TO 215 N 2ND ST – GLORIA BODIN P.A.

CRAAC RECOMMENDED AWARD TO 215 N 2ND ST. - GLORIA ROA BODIN P.A. AND 2203 ORANGE AVE – FORT PIERCE PAL



Questions

FPRA FORT PIERCE REDEVELOPMENT AGENCY

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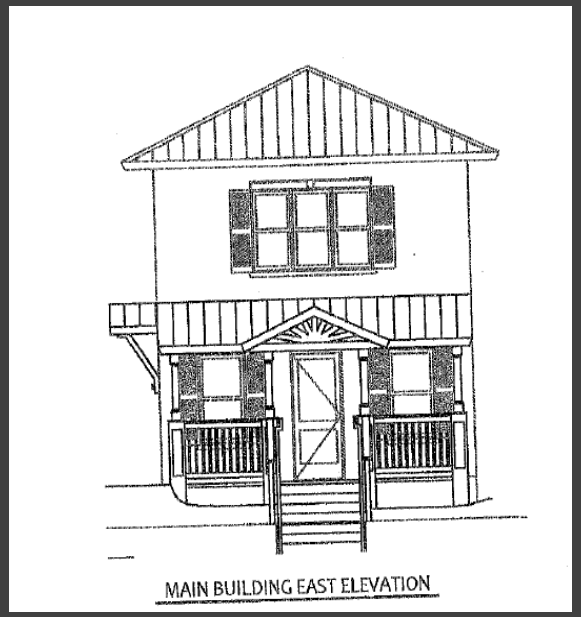
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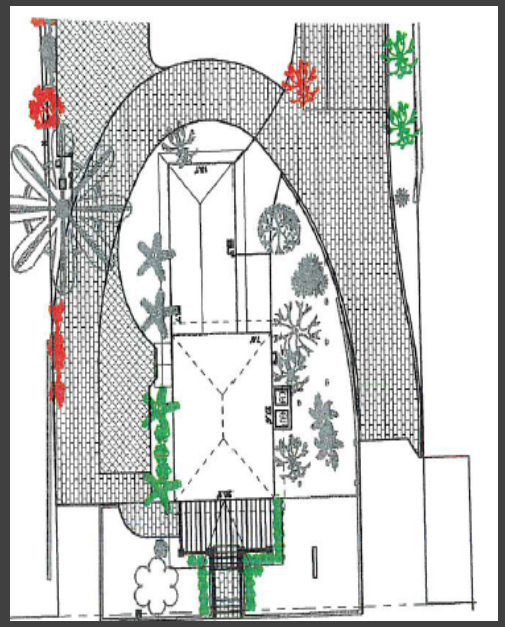
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215 N 2nd Street







215 N 2nd St.

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Law Office

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Grant Amount Requested

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2203 Orange Ave

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Non- Profit Youth Center (St Lucie Sheriff's PAL)

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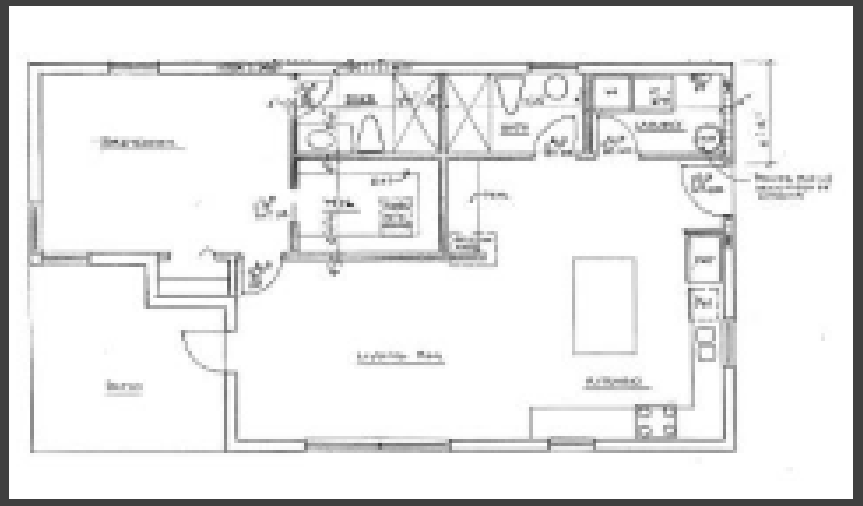
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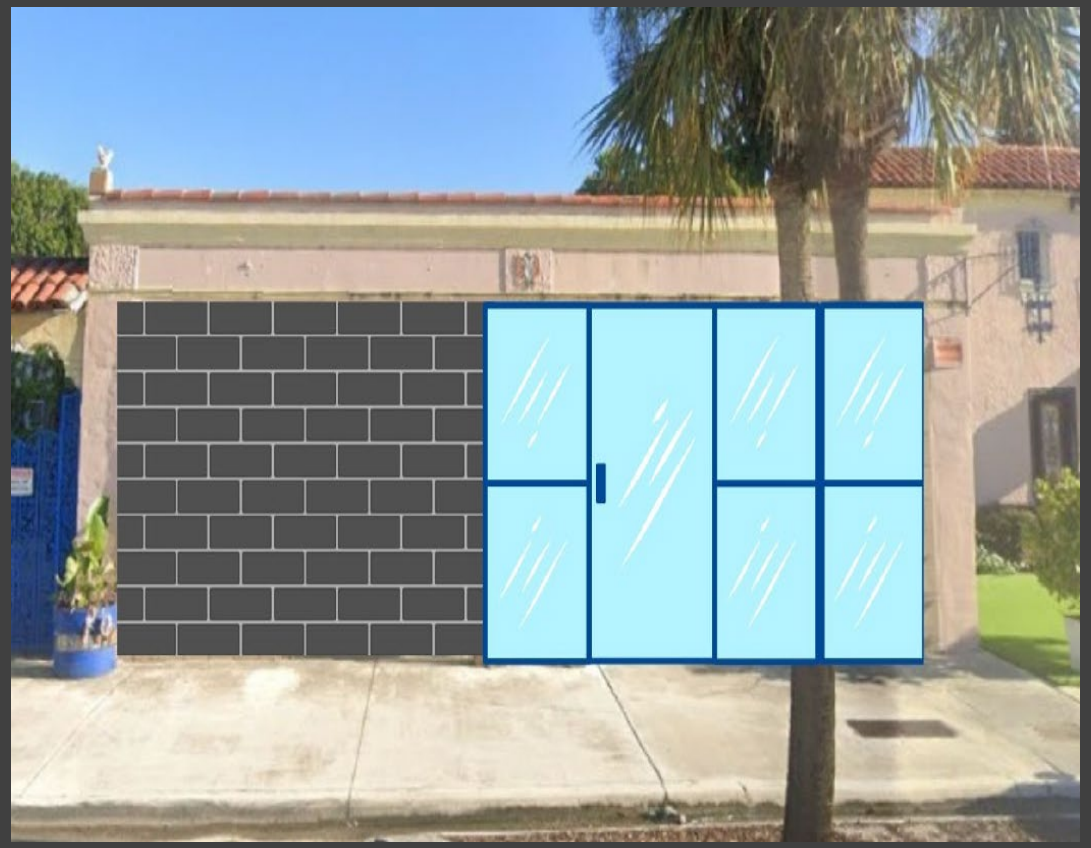
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710 Orange Avenue



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CRAAC RECOMMENDED AWARD TO 215 N 2ND ST. - GLORIA ROA BODIN P.A. AND 2203 ORANGE AVE – FORT PIERCE PAL



Questions

Print

2023 COMMERCIAL FACADE GRANT PROGRAM APPLICATION - Submission #3417

Date Submitted: 11/16/2023

APPLICATION FORM

There is no guarantee that funding will be available for every application submitted, including those that meet the required criteria. Applications will be evaluated, and the four highest ranked properties will be awarded the grant.

To review full grant program overview, visit: FPRA Incentive Program | Fort Pierce, FL - Official Website (choosefortpierce.com)

Property Details:

Parcel ID Number:*

2410-503-0033-000-9

If you do not have your parcel ID, visit https://www.paslc.org/property-search/ to obtain.

Grant Property Address:*

215 N 2ND STREET, FORT PIERCE, FL 34950

Property Owner's Name:*

GLORIA ROA BODIN

Building's New Use(s) (if applicable):

Building's Existing Use(s):*

IMMIGRATION LAW OFFICE

Lease Term (if applicable):

Applicant Information:

Applicant Name:*

GLORIA ROA BODIN

Applicant Title (Business Owner, Property Owner, Business Partner, etc):*

PROPERTY OWNER

Email Address:*

GERMAINE@GLORIAROABODIN.COM

Phone Number: *

772-429-2888

Business Information:

Legal Business Name:

GLORIA ROA BODIN PA

Business Type (Restaurant, Retail, Office, etc):

IMMIGRATION LAW OFFICE

Employer Identification Number / Tax ID:

592-116-898

Number of Years in Business:

+25

Number of Years at Current Address:

18

If not currently open for business at this location, when do you expect to open?

Project Details:

Grant amount requested?

$ 25,000.00

Note: This grant offers financial assistance in the form of a reimbursable grant, matching 50% up to $25,000.

What is the total cost of the project?

$ 62,000.00

The costs must be verified by licensed contractors.

Estimated timeframe for the completion of the project:

8 WEEKS. BY THE WEATHER

The project must be started within six (6) months from the date of the FPRA Board approval and completed within 12 months of the building permit issuance. Failure to do so, without an approved deviation by the FPRA, will result in termination of the grant.

General Description of Proposed Improvements:*

- [ ] Awnings/Canopies
- [ ] Signs
- [ ] Walls
- [ ] Fencing
- [x] Landscaping/Irrigation
- [ ] Mural/Art Installation
- [ ] Exterior Painting
- [x] Building Facade
- [ ] Windows/Doors
- [x] Parking lot repaving, resealing, and/or restriping
- [x] Patio deck
- [x] Roofing
- [x] Security cameras/system
- [x] Other (explain in narrative below)

Narrative describing the project, improvements to be made, and why this funding is necessary:*

November 15th, 2023
City of Fort Pierce
100 North U.S. 1
Fort Pierce, FL 34950

RE: Application for FPRA GRANT Commercial Facade Program
Premises: 215 N 2nd Street, located in FPRA District

Dear Sir/Madam:

Our law office has been a proud member of the Fort Pierce business community for 18 years ago.
We are enthusiastic about the opportunity to contribute to the revitalization of the FPRA district through this grant program. The proposed project encompasses a series of crucial enhancements to our property, which will not only benefit our business operations but also contribute to the overall aesthetic appeal and economic vitality of the surrounding area.

The scope of improvements includes:

1. Removal and Disposal of Porch Overhang:
Elimination of the existing porch overhang to create a more modern and inviting entrance to our law office.

2. Removal and Disposal of Concrete Porch and Stair:
Demolition of the current concrete porch and stair to make way for a more aesthetically pleasing and functional design.

3. Furnish and Install New Porch Wooden Posts:
Installation of new porch wooden posts, strategically placed in excavated holes with reinforcing steel and concrete as per the approved plans.

4. Furnish and Install Treated Wooden Deck Support:
Implementation of treated wooden deck support, including the installation of treated wood decking to create a welcoming outdoor space for clients and visitors.

5. Furnish and Install Framing for New Roof Cover:
Installation of framing for a new roof cover, including plywood roof decking, roof underlayment, and metal roof panels that closely match the existing design.

6. Form and Place Concrete for New Stair:
Creation of a new concrete stair, involving the removal and replacement of existing concrete walkways and stairs at the city sidewalk. Additionally, the installation of a handrail for safety and aesthetic purposes.

7. Replace Sod and Plants:
Replacement of sod and plants as per the approved landscaping plans to enhance the greenery and contribute to the beautification of the property.

8. Unimproved Driveway Replacement with Concrete Permeable Pavers:
Replacement of the unimproved driveway with concrete permeable pavers, aligning with the FPRA's vision for sustainable and visually appealing developments.

9. Improve existing driveway.
A well-maintained and visually appealing driveway can enhance curb appeal. This can help attract more people to the area, which can be beneficial for the City.

10. Improve building illumination and Install Security Camera
Implementation of new building illumination will increase the safety of the building and will give a better visual appearance to the street.

The improvements outlined above are critical to the modernization and revitalization of our law office, and we believe they will significantly contribute to the overall goals of the FPRA GRANT Commercial Façade Program. The enhancements will not only elevate the visual aesthetics of our property but also positively impact property values, tenant occupancy, and contribute to the economic development and job creation objectives set forth by the FPRA.

We are seeking funding to support the execution of these improvements and, in turn, play a role in the continued growth and success of the historic Fort Pierce district. We are confident that with your support, our upgraded law office will serve as a beacon for positive change and contribute to the vibrancy of the FPRA district.

Thank you for considering our application. We are eager to participate in this transformative initiative and look forward to the opportunity to further discuss our proposal.

Sincerely,

Gloria Roa Bodin

Narrative detailing approach to fully fund this project. Note: This is a dollar-for-dollar matching grant.*

I will fully fund this project with the business money and with my personal fund if needed

Gloria Roa Bodin, P.A.

Bank Name	Account ending	Account Statement for		New Balance
Truist Bank	2786	10/31/2023	$ 61,164.43	
Truist Bank	2097	10/31/2023	$ 22,582.67	
Truist Bank	1263	10/31/2023	$ 12,200.18	
Truist Bank	5646	10/31/2023	$ 24,993.13	$ 120,940.41

Gloria Roa Bodin

Bank Name	Account ending	Account Statement for		New Balance
Truist Bank	1982	10/18/2023	$ 56,788.72	
U.S. Century Bank	5696	10/31/2023	$ 77,692.60	
U.S. Century Bank	2363	10/31/2023	$ 124,010.37	$ 258,491.69

Narrative describing how this project will address the priorities of the FPRA as outlined in the Redevelopment Plan. This narrative shall identify community benefits resulting from the project.*

November 15th, 2023
City of Fort Pierce
100 North U.S. 1
Fort Pierce, FL 34950

RE: Application for FPRA GRANT Commercial Facade Program
Premises: 215 N 2nd Street, located in FPRA District

Dear Sir/Madam:

We write in connection with the attached application for the FPRA grant for the premises located at the above address. The undersigned, Gloria Roa Bodin, Esq. is the Founder and President of said law firm. It is a branch office of the main office in Miami, established 1978, which was established in September of 1981 and specializes in immigration and visa procedures.

More than 18 years ago when we opened the Ft Pierce office the neighborhood was blighted. Said premises were an eyesore and a blot on the landscape. We took two run-down buildings and turned them into the presentable, commercial law buildings. This meant a substantial renovation investment.

Since then, a revitalization program sponsored by the City has brought restaurants, retail spaces, renovated homes and more to the downtown area. We believe we were pioneers in this enhancement of the downtown corridor.

Today, we are seeking funds to enhance the appearance of our buildings and aid in the revitalization by applying for the above grant.

We want to partner with the City to develop an aesthetically appealing facade which will lead to increased property values and promote the gentrification of downtown for economic development and job creation.

Here are some key reasons why our property should be selected to receive the grant:

Historic Significance:
Our law office is in a historically significant building within the FPRA district. Preserving and improving the facade of our property will not only contribute to the overall revitalization effort but also maintain the historical charm of Fort Pierce.

Community Impact:
As a legal service provider, our commitment extends beyond our business operations. By improving the appearance of our property, we aim to create a positive impact on the community by offering a welcoming and aesthetically pleasing environment for our clients.

Economic Development:
The proposed facade improvement aligns with the FPRA objectives of stimulating private investment. Enhancing the visual appeal of our property will attract more clients, contribute to increased foot traffic in the area, and potentially lead to further economic development.

Job Creation:
The improvements planned for our property may necessitate the engagement of local contractors, thereby contributing to job creation within the community. This aligns with the FPRA plan's goal of fostering job opportunities.

Increased Property Values:
By participating in this program, we anticipate that the aesthetic enhancements to our property will positively impact property values in the surrounding area. This, in turn, aligns with the FPRA plan's objective of increasing property values in the district.

We are committed to working closely with the FPRA and any designated representatives throughout the process, ensuring that our proposed project aligns seamlessly with the overall objectives of the FPRA GRANTS Commercial Facade Grant Program.

In short, thank you for considering our application. We are excited about the opportunity to contribute to the revitalization of the FPRA district and look forward to the possibility of enhancing the visual appeal of our property in collaboration with the Fort Pierce Redevelopment Agency.

Sincerely,

Gloria Roa Bodin

To view the FPRA Plan, visit: https://cityoffortpierce.com/DocumentCenter/View/9381/2020-Updated-FPRA-Plan

Required Documentation:

Color photograph of the existing condition of the FRONT of building (1 of 2):*

PHOTO 1.pdf

Color photograph of the existing condition of the FRONT of building (2 of 2):*

PHOTO 2.pdf

Project plans and renderings and any other relevant materials that convey the physical improvements proposed to be made:*

PLAN - DRIVEWAY.pdf

Design and construction plans for the proposed improvements.*

PLAN - FACADE.pdf

Provide examples of project colors, design, materials and specifications.*

PLAN - PLANTS.pdf

Proof of ability to fully fund the project.*

Bank Statements.pdf

Attach a letter describing why this property should be selected to receive a grant. Please include how this project meets the goals and objectives of the FPRA Plan.*

LETTER TO CITY.pdf

Cost Estimates*

ERIC BODIN -INVOICE AND PROJECT DESCRIPTION.pdf

A minimum of one (1) cost estimate from a licensed contractor issued within the previous 90 days of this application submission. Estimates should be broken out in detail, especially if any non-eligible improvements are being completed, as this allows FPRA to compare based on only grant eligible improvements being performed.

Signature

Electronic Signature*

Gloria Roa Bodin

I certify that the information provided in this application is true and accurate to the best of my ability and no false or misleading statements have been made to secure approval of this application.

By typing your name in the box above, you are signing the document electronically. You agree that your electronic signature has the same validity as your handwritten signature.

Attorneys

Gloria Roa Bodin
Admitted in Florida

Valentina Coriat, LLM
Admitted in Venezuela
Jose Valencia
Admitted in Colombia
Karolina Wells, LLM
Admitted in Venezuela
Mayela Rubio
Admitted in Venezuela
Antonietta Marquez
Admitted in Venezuela

GLORIA ROA BODIN, P.A.
Attorneys at Law

Coral Gables International Plaza
90 Almeria Ave Suite 200
Coral Gables, Florida 33134
Phone: (305) 442-1322
Fax: (305) 444-7578

International Law Center
215 N. 2nd Street
Ft. Pierce, FL 34950
Phone: (772) 429-2888
Fax: (772) 429-2299

Court Processing Center
736 Delaware Avenue
Fort Pierce, Fl 34950

E-mail: gglobo@aol.com
www.gloriaroabodin.com

See *Immigration Law for Paralegals*
by Gloria Roa Bodin (www.cap-press.com)

Paralegals/ Support Staff

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Leslye Casas
James Medlin
Daniela Benitez
Dinka Coco Valenzuela
Germaine Marquina

Accounting

Vera Solano

November 15th, 2023

City of Fort Pierce
100 North U.S. 1
Fort Pierce, FL 34950

RE: Application for FPRA GRANT Commercial Facade Program
Premises: 215 N 2nd Street, located in FPRA District

Dear Sir/Madam:

We write in connection with the attached application for the FPRA grant for the premises located at the above address. The undersigned, Gloria Roa Bodin, Esq. is the Founder and President of said law firm. It is a branch office of the main office in Miami, established 1978, which was established in September of 1981 and specializes in immigration and visa procedures.

More than 18 years ago when we opened the Ft Pierce office the neighborhood was blighted. Said premises were an eyesore and a blot on the landscape. We took two run-down buildings and turned them into the presentable, commercial law buildings. This meant a substantial renovation investment.

Since then, a revitalization program sponsored by the City has brought restaurants, retail spaces, renovated homes and more to the downtown area. We believe we were pioneers in this enhancement of the downtown corridor.

Today, we are seeking funds to enhance the appearance of our buildings and aid in the revitalization by applying for the above grant.

We want to partner with the City to develop an aesthetically appealing facade which will lead to increased property values and promote the gentrification of downtown for economic development and job creation.

Here are some key reasons why our property should be selected to receive the grant:

Historic Significance:
Our law office is in a historically significant building within the FPRA district. Preserving and improving the facade of our property will not only contribute to the overall revitalization effort but also maintain the historical charm of Fort Pierce.

Community Impact:
As a legal service provider, our commitment extends beyond our business operations. By improving the appearance of our property, we aim to create a positive impact on the community by offering a welcoming and aesthetically pleasing environment for our clients.

Economic Development:
The proposed facade improvement aligns with the FPRA objectives of stimulating private investment. Enhancing the visual appeal of our property will attract more clients, contribute to increased foot traffic in the area, and potentially lead to further economic development.

Job Creation:
The improvements planned for our property may necessitate the engagement of local contractors, thereby contributing to job creation within the community. This aligns with the FPRA plan's goal of fostering job opportunities.

Increased Property Values:
By participating in this program, we anticipate that the aesthetic enhancements to our property will positively impact property values in the surrounding area. This, in turn, aligns with the FPRA plan's objective of increasing property values in the district.

We are committed to working closely with the FPRA and any designated representatives throughout the process, ensuring that our proposed project aligns

seamlessly with the overall objectives of the FPRA GRANTS Commercial Facade Grant Program.

In short, thank you for considering our application. We are excited about the opportunity to contribute to the revitalization of the FPRA district and look forward to the possibility of enhancing the visual appeal of our property in collaboration with the Fort Pierce Redevelopment Agency.

Sincerely,

……

Gloria Roa Bodin

LOCATION: 215 N 2ND STREET FORT PIERCE, FL 34950





LOCATION: 215 N 2ND STREET FORT PIERCE, FL 34950





Attorneys

Gloria Roa Bodin
Admitted in Florida

Valentina Coriat, LLM
Admitted in Venezuela
Jose Valencia
Admitted in Colombia
Karolina Wells, LLM
Admitted in Venezuela
Mayela Rubio
Admitted in Venezuela
Antonietta Marquez
Admitted in Venezuela

GLORIA ROA BODIN, P.A.
Attorneys at Law

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Coral Gables, Florida 33134
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Germaine Marquina

Accounting

Vera Solano



MAIN BUILDING EAST ELEVATION

Bodin Law Office Expansion

Attorneys

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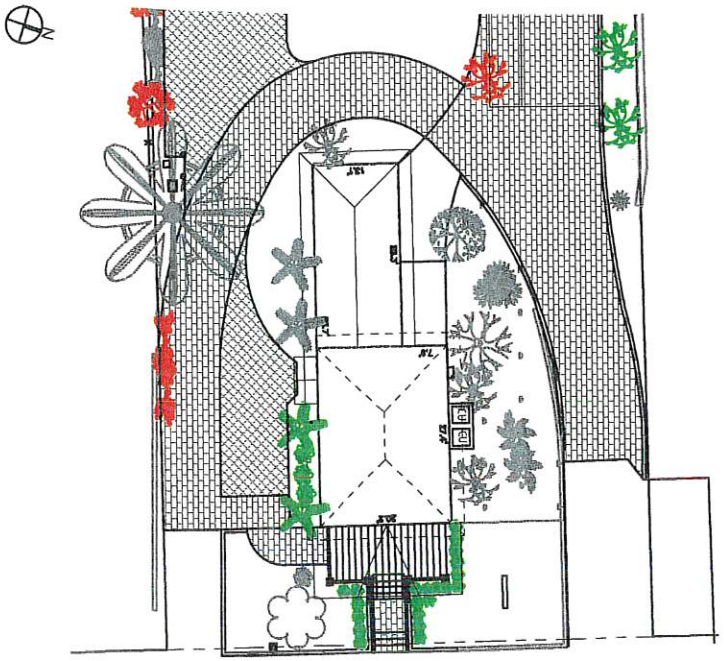
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Vera Solano



COLOR DENOTES PLANT STATUS

- EXISTING TO REMAIN
- EXISTING TO BE REMOVED OR RELOCATED
- NEW OR RELOCATED

PLANT LEGEND

ARECA PALM	DYPSIS LUTESCENS	
BANYAN	FICUS BENGHALENSIS	
BOTTLE PALM	HYPHORBE LAGENICAULIS	
CACTUS	CACTACEAE	
CARROT WOOD	CUPANIOPSIS ANACARDIOIDES	
CEDAR	JUNIPERUS	
CROWN OF THORNS	EUPHORBIA MILII	
LAUREL OAK	QUERCUS IMBRICARIA	
GALLBERRY	ILEX GLABRA	
GIANT BIRD OF PARADISE	STRELITZIA NICOLAI	
GREEN FOUNTAIN GRASS	PENNISETACUM SETACEUM	
IXORA	IXORA	
LIGUSTRUM	LIGUSTRUM JAPONICUM	
SABAL PALM	SABAL PALMETTO	

Attorneys

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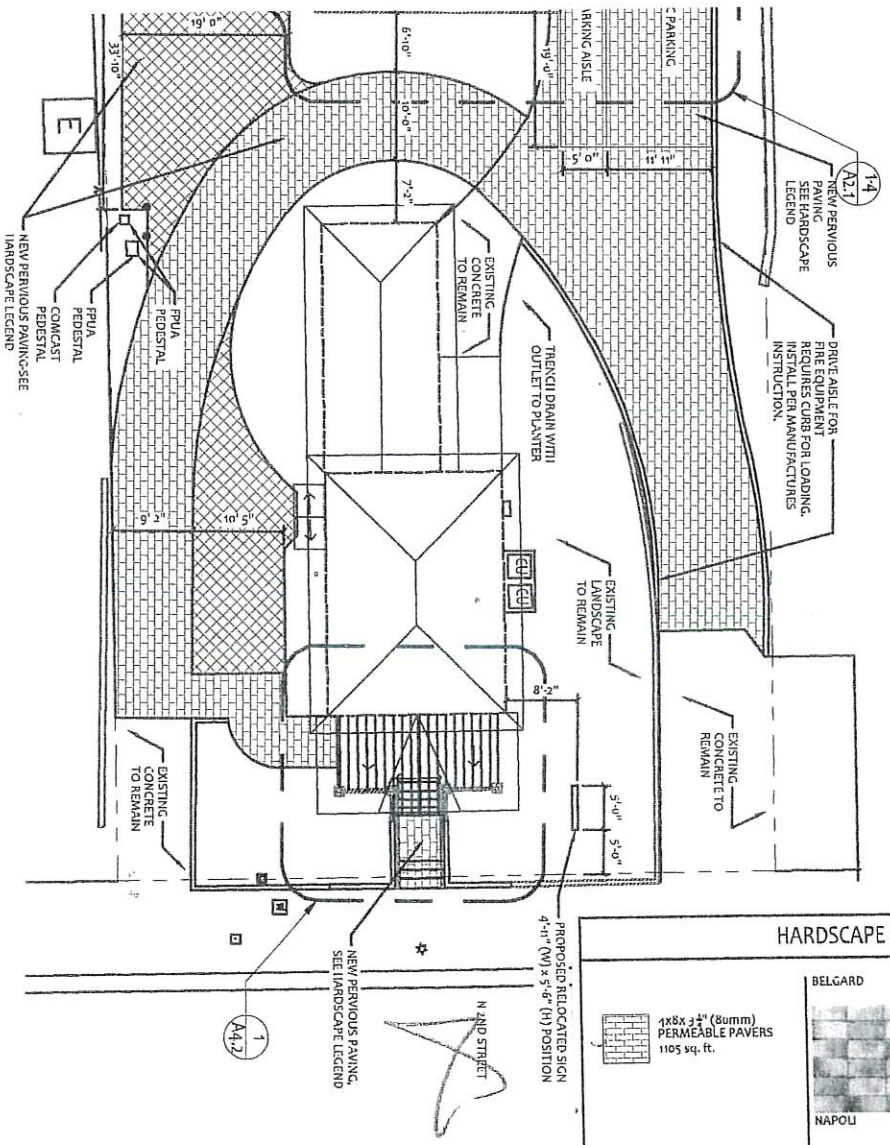
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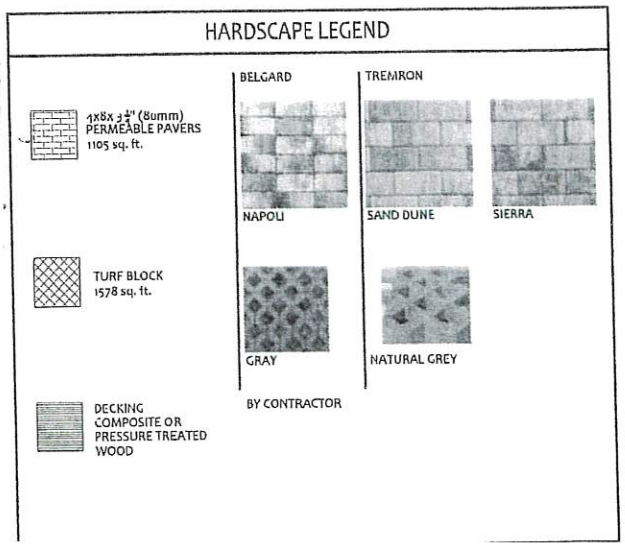
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Germaine Marquina

Accounting

Vera Solano





BODIN CONSTRUCTION

ERIC BODIN

CGC060329

1000 NW. N. RIVER DR.
MIAMI, FL 331369
Phone: (305) 776-3068

E-Mail: eabodin@gmail.com

215 NORTH 2nd STREET
FORT PRIERCE, FL 34950
Phone: (305) 776-3068

PROFORMA - INVOICE # 1185

DATE: 11/14/2023

Mailing To:

Gloria Roa Bodin, P.A.
215 N. 2nd Street
Fort Pierce, Fl 34950

Bill To:

Gloria Roa Bodin, P.A.
215 N. 2nd Street
Fort Pierce, Fl 34950

ITEM	DESCRIPTION				AMOUNT
	Facade and parking remodeling work for the property located at 215 N 2nd Street, Fort Pierece, Fl 34950.				
1	Removal and Disposal of Porch Overhang				
2	Removal and Disposal of Concrete Porch and Stair				
3	Furnish and Install New Porch Wooden Posts				
4	Furnish and Install Treated Wooden Deck Support				
5	Furnish and Install Framing for New Roof Cover				
6	Form and Place Concrete for New Stair				
7	Replace Sod and Plants				
8	Unimproved Driveway Replacement with Concrete Permeable Pavers				
9	Improve Existing Parking				
10	Improve Building Illumination and install security Camera				
	Estimate Timeframe for the Completion of the project : **8 Weeks - By the Weather**				
	Payments Terms: **According to work progress**				
	Starting Date : **TBD**				
				TOTAL AMOUNT	**$ 62,000.00**

THANK YOU FOR YOUR BUSINESS!

BODIN CONSTRUCTION

ERIC BODIN

CGC06032

1000 NW. N. RIVER DR.
MIAMI, FL 331369
Phone: (305) 776-3068

E-Mail: eabodin@gmail.com

215 NORTH 2nd STREET
FORT PRIERCE, FL 34950
Phone: (305) 776-3068

PROYECT DESCRIPTION

DATE: 11/14/2023

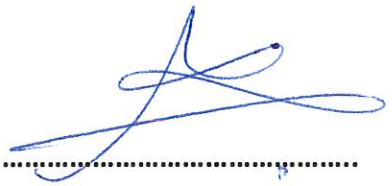
CLIENT: GLORIA ROA BODIN, P.A.
ADDRESS: 215 N 2ND STREET
Fort Pierce, Fl. 34950

REF: INVOICE 1185

1. **Removal and Disposal of Porch Overhang:**
   - Demolition equipment for removal.
   - Waste disposal containers.
2. **Removal and Disposal of Concrete Porch and Stair:**
   - Demolition equipment for concrete removal.
   - Waste disposal containers.
3. **Furnish and Install New Porch Wooden Posts:**
   - Treated wooden posts.
   - Reinforcing steel.
   - Concrete for excavated holes.
4. **Furnish and Install Treated Wooden Deck Support:**
   - Treated wooden beams or joists.
   - Treated wooden posts.
   - Concrete for footings.
5. **Furnish and Install Framing for New Roof Cover:**
   - Lumber for framing.
   - Plywood for roof decking.
   - Roof underlayment.
   - Metal roof panels.
6. **Form and Place Concrete for New Stair:**
   - Concrete for new stair construction.
   - Concrete forms and reinforcing materials.

- Handrail materials.

7. **Replace Sod and Plants:**
   - Sod (grass) for landscaping.
   - Plants as per landscape plans.
   - Soil and fertilizers as needed.
8. **Unimproved Driveway Replacement with Concrete Permeable Pavers:**
   - Concrete permeable pavers.
   - Base material (such as crushed stone or gravel).
   - Sand for paver installation.
   - Edging materials for paver retention.
9. **Improve Existing Parking:**
   - Concrete
   - Sand for paver Installation
10. **Improve Building Illumination and Install Security Camera:**
    - New Lights
    - Securities cameras



.....

BODIN CONSTRUCTION

TRUIST

999-99-99-99 68084 0 C 001 30 55 004
GLORIA ROA BODIN PA
90 ALMERIA AVE STE 200
CORAL GABLES FL 33134-6171

Your account statement

For 10/31/2023

Contact us

Truist.com

(844) 4TRUIST or
(844) 487-8478

■ TRUIST DYNAMIC BUSINESS CHECKING [redacted]

Account summary

Your previous balance as of 09/29/2023	$84,092.43
Checks	- 0.00
Other withdrawals, debits and service charges	- 22,928.00
Deposits, credits and interest	+ 0.00
Your new balance as of 10/31/2023	= $61,164.43

Other withdrawals, debits and service charges

DATE	DESCRIPTION	AMOUNT(S)
10/13	TRUIST ONLINE TRANSFER ONLINE TO ****1263 -	20,000.00
10/20	ACH CORP DEBIT COMM LOANS TRUIST 0051670824/0000000018 CUSTOMER ID 1020000446805	2,928.00
Total other withdrawals, debits and service charges		= $22,928.00

Pricing Change Notification

Effective September 18, 2023, Truist will no longer consider reinitiated or represented items against your account as a separate "item" for purposes of the overdraft/ returned item fee even if represented multiple times.

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Effective November 20, 2023, Truist will no longer charge a Negative Account Balance Fee when your account balance remains overdrawn for seven consecutive calendar days.

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TRUIST

999-99-99-99 68084 22 C 001 30 55 004
GLORIA ROA BODIN PA
IOTA
90 ALMERIA AVE STE 200
CORAL GABLES FL 33134-6171

Your account statement

For 10/31/2023

Contact us

Truist.com

(844) 4TRUIST or
(844) 487-8478

■ IOLTA CHECKING [redacted]

Account summary

Your previous balance as of 09/29/2023	$27,902.67
Checks	- 14,500.00
Other withdrawals, debits and service charges	- 0.00
Deposits, credits and interest	+ 9,180.00
Your new balance as of 10/31/2023	= $22,582.67

Checks

DATE	CHECK #	AMOUNT($)
10/11	1337	700.00
10/11	1338	2,500.00
10/02	*1381	700.00
10/17	1382	2,500.00
10/04	*1386	700.00
10/24	*1392	85.00
10/25	1393	85.00
10/25	1394	50.00
10/24	1395	50.00
10/24	1396	410.00
10/24	1397	575.00
10/11	1398	700.00
10/26	*1401	1,225.00
10/26	1402	1,225.00
10/26	1403	750.00
10/26	1404	750.00
10/30	*1407	455.00
10/30	1408	85.00
10/26	*1411	50.00
10/26	1412	85.00
10/26	1413	410.00
10/26	1414	410.00

* indicates a skip in sequential check numbers above this item

Total checks = $14,500.00

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT($)
10/02	DEPOSIT	700.00
10/02	DEPOSIT	820.00
10/10	DEPOSIT	3,950.00
10/16	DEPOSIT	455.00
10/23	DEPOSIT	820.00
10/23	DEPOSIT	2,435.00

Total deposits, credits and interest = $9,180.00

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TRUIST

999-99-99-99 68084 168 C 001 20 55 004
GLORIA ROA BODIN PA
215 N 2ND ST
FORT PIERCE FL 34950-4431

Your account statement

For 10/31/2023

Contact us

Truist.com

(844) 4TRUIST or
(844) 487-8478

■ TRUIST DYNAMIC BUSINESS CHECKING [redacted]

Account summary

Your previous balance as of 09/29/2023	$29,999.26
Checks	- 114,793.67
Other withdrawals, debits and service charges	- 51,848.41
Deposits, credits and interest	+ 148,843.00
Your new balance as of 10/31/2023	= $12,200.18

Checks

DATE	CHECK #	AMOUNT($)
10/18	2657	50.00
10/26	2658	75.00
10/10	*2679	100.00
10/16	*2759	600.00
10/16	2760	600.00
10/17	*2768	2,500.00
10/03	*2789	492.42
10/02	2790	543.61
10/03	*2792	850.00
10/18	2793	76.90
10/02	*2801	80.00
10/02	*2803	100.00
10/18	*2806	150.00
10/02	*2810	700.00
10/05	2811	1,288.52
10/02	*2813	500.00
10/03	*2815	645.00
10/04	2816	150.00
10/06	2817	3,847.69
10/03	2818	70.00
10/10	2819	125.00
10/23	2820	1,437.65
10/02	2821	5,000.00
10/02	2822	820.00
10/10	2823	3,950.00
10/10	2824	290.19
10/23	*2826	1,700.00
10/20	2827	1,200.00
10/16	2828	1,500.00
10/12	2829	1,000.00
10/06	2830	1,000.00
10/11	2831	266.00
10/10	2832	555.00
10/10	2833	150.00
10/10	2834	150.00
10/17	2835	43.03
10/13	2836	292.50
10/16	2837	100.00
10/16	2838	455.00
10/23	2839	500.00
10/13	2840	1,000.00
10/13	2841	266.00
10/16	2842	570.00
10/18	2843	150.00
10/16	2844	150.00
10/23	2845	540.00
10/23	2846	1,760.00
10/23	2847	135.00
10/30	2848	500.00
10/31	2849	66.32
10/26	2850	500.00
10/26	2851	175.00
10/26	2852	60.00
10/20	2853	1,000.00
10/25	2854	308.00
10/23	2855	570.00
10/23	2856	150.00
10/23	2857	150.00
10/23	2858	135.00
10/23	2859	50.00
10/23	2860	50.00
10/23	*2862	820.00
10/30	2863	120.22
10/27	*2870	1,000.00
10/30	2871	252.00
10/30	2872	585.00
10/30	2873	150.00
10/31	2874	150.00
10/30	*2876	86.51
10/31	*2878	70.00
10/27	2879	900.00
10/02	*15585	1,247.87
10/02	*15607	1,247.87
10/02	*15628	1,247.87
10/02	*15650	1,247.87
10/23	*15671	1,247.87
10/23	*15693	1,247.87
10/10	*15716	891.95
10/23	*15725	330.63
10/23	*15734	1,247.87
10/03	*15745	445.97
10/23	15746	330.63
10/02	15747	594.87
10/10	15748	717.56

continued

TRUIST

999-99-99-99 68084 0 C 001 30 50 004
GLORIA ROA BODIN PA
EMERGENCY LOAN FUNDS
215 N 2ND ST
FORT PIERCE FL 34950-4431

Your account statement

For 10/31/2023

Contact us

Truist.com

(844) 4TRUIST or
(844) 487-8478

■ TRUIST BUSINESS MONEY MARKET [redacted]

Account summary

Your previous balance as of 09/30/2023	$24,992.92
Checks	- 0.00
Other withdrawals, debits and service charges	- 0.00
Deposits, credits and interest	+ 0.21
Your new balance as of 10/31/2023	= $24,993.13

Interest summary

Interest paid this statement period	$0.21
2023 interest paid year-to-date	$4.14
Interest rate	0.01%
Annual percentage yield (APY) earned	0.01%

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT($)
10/31	INTEREST PAYMENT	0.21
Total deposits, credits and interest		= $0.21

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U.S. CENTURY
2301 N.W. 87 Avenue • Dor
Phone: (305) 715-5200 • www.uscentury.com

GLORIA ROA BODIN
3815 S INDIAN RIVER DR
FORT PIERCE FL 34982-7764

Page Number 1 of 1
Account Number: [redacted]
Date 10/31/23

You can view our privacy notice by visting our website www.uscentury.com. If you wish to have a copy mailed to you, call (305) 715-5200.

PERSONAL CHECKING

Summary of Activity Since Your Last Statement

Beginning Balance	10/01/23	78,358.47
Deposits / Misc Credits	0	.00
Withdrawals / Misc Debits	3	665.87
Ending Balance	10/31/23	77,692.60
Service Charge		.00
Average Balance		77,787
Average Collected Balance		77,787

Withdrawals and Debits

Date	Amount	Activity Description
10/05	109.60	UnitedHCMedicare/MedInsPymt ROA BODIN G
10/05	293.05	UnitedHealthcare/PREMIUM BODIN G
10/06	263.22	CAPITAL ONE/ONLINE PMT GLORIA BODIN

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
10/05	77,955.82	10/06	77,692.60		

MEMBER FDIC | EQUAL HOUSING LENDER

U.S. CENTURY BANK
2301 N.W. 87 Avenue • Doral, FL 33172
Phone: (305) 715-5200 • www.uscentury.com

GLORIA ROA BODIN
3815 S INDIAN RIVER DR
FORT PIERCE FL 34982-7764

Page Number 1 of 1
Account Number: [redacted]
Date 10/31/23

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CENTURY GOLD PERSONAL MMK

Summary of Activity Since Your Last Statement

Beginning Balance	10/01/23	123,598.00
Deposits / Misc Credits	1	412.37
Withdrawals / Misc Debits	0	.00
Ending Balance	10/31/23	124,010.37
Service Charge		.00
Interest Paid Thru 10/31/23		412.37
Interest Paid Year To Date		3,551.34
Annual Percentage Yield Earned		4.00 %
Number of Days for A.P.Y.E.		31
Average Balance for A.P.Y.E.		123,598.00
Average Collected Balance		123,598

Deposits and Credits

Date	Amount	Activity Description
10/31	412.37	Interest Paid

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
10/31	124,010.37				

TRUIST

889-35-01-00 40266 0 C 001 11 50 004
GLORIA ROA BODIN
90 ALMERIA AVE
CORAL GABLES FL 33134-6170

Your account statement

For 10/18/2023

Contact us

Truist.com

(844) 4TRUIST or
(844) 487-8478

If you are traveling outside of the USA and have concerns about accessing your account while you are traveling, please contact your Branch Banker or call us at 844-4TRUIST.

▪ TRUIST BRIGHT CHECKING [redacted]

Account summary

Your previous balance as of 09/19/2023	$56,626.49
Checks	- 1,938.52
Other withdrawals, debits and service charges	- 6,425.17
Deposits, credits and interest	+ 8,525.92
Your new balance as of 10/18/2023	= $56,788.72

Average Posted Balance in Statement Cycle $55,408.00

Checks

DATE	CHECK #	AMOUNT($)	DATE	CHECK #	AMOUNT($)	DATE	CHECK #	AMOUNT($)
09/28	980	500.00	10/05	981	1,288.52	10/03	982	150.00
						Total checks		= $1,938.52

Other withdrawals, debits and service charges

DATE	DESCRIPTION	AMOUNT($)
09/20	DEBIT CARD PURCHASE-PIN 09-19-23 MIAMI BEACH 5301 T J MAXX 1149 5TH ST	317.66
09/21	DEBIT CARD PURCHASE STARBUCKS STORE 73 09-19 MIAMI FL 5301	15.93
09/21	DEBIT CARD PURCHASE-PIN 09-20-23 CORAL GABLES FL 5301 PUBLIX SUPER MAR 1500 DOU	69.76
09/22	DEBIT CARD PURCHASE SUPPORT PETS LLC 09-21 855-7007387 FL 5301	4.95
09/25	DEBIT CARD PURCHASE TST* Sunrise City 09-24 772-242-1833 FL 5301	12.29
09/25	DEBIT CARD PURCHASE-PIN 09-24-23 FORT PIERCE FL 5301 PUBLIX SUPER MAR 2517 S F	156.67
09/26	INTERNET PAYMENT ACH PMT AMEX EPAYMENT W1054	2,748.44
09/27	DEBIT CARD PURCHASE VINCENTS ITALIAN R 09-26 VERO BEACH FL 5301	143.27
09/27	DEBIT CARD PURCHASE PY *HIDDEN TREASUR 09-26 VERO BEACH FL 5301	82.82
09/27	DISH NTWRK DISH NETWORK 6SPA BODIN,GLORIA ROA	211.47
09/28	DEBIT CARD PURCHASE TAMBOURINE RESALE 09-26 VERO BEACH FL 5301	41.41
09/28	DEBIT CARD PURCHASE TAMBOURINE RESALE 09-26 VERO BEACH FL 5301	43.34
09/29	DEBIT CARD PURCHASE WASABI THAI SUSHI 09-27 772-242-1310 FL 5301	117.77
10/02	DEBIT CARD RECURRING PYMT SNUG HARBOR TOWNHO 10-01 mike@payhoa.c FL 5301	312.09
10/02	INTERNET PAYMENT ELEC PYMT FPL DIRECT DEBIT 6550780503 WEBI	408.45
10/02	INTERNET PAYMENT ELEC PYMT FPL DIRECT DEBIT 7739149396 WEBI	425.78
10/04	DEBIT CARD PURCHASE SEPHORA BRICKELL C 10-03 MIAMI FL 5301	55.64
10/05	DEBIT CARD PURCHASE ZARA USA 11810 10-03 MIAMI FL 5301	38.41
10/05	DEBIT CARD PURCHASE TST* Marabu 10-03 Miami FL 5301	119.70
10/05	INTERNET PAYMENT EPAY CHASE CREDIT CRD 7012500628	180.06

continued

Print

2023 COMMERCIAL FACADE GRANT PROGRAM APPLICATION - Submission #3419

Date Submitted: 11/16/2023

APPLICATION FORM

There is no guarantee that funding will be available for every application submitted, including those that meet the required criteria. Applications will be evaluated, and the four highest ranked properties will be awarded the grant.

To review full grant program overview, visit: FPRA Incentive Program | Fort Pierce, FL - Official Website (choosefortpierce.com)

Property Details:

Parcel ID Number:*

2409-707-0001-000-8

If you do not have your parcel ID, visit https://www.paslc.org/property-search/ to obtain.

Grant Property Address:*

2203 Orange Ave

Property Owner's Name:*

Fort Pierce Police Athletic League

Building's New Use(s) (if applicable):

Building's Existing Use(s):*

Community Center / Youth Programs non-profit

Lease Term (if applicable):

own

Applicant Information:

Applicant Name:*

Keith Pearson

Applicant Title (Business Owner, Property Owner, Business Partner, etc):*

Board Member

Email Address:*

pearsonk@stluciesheriff.com

Phone Number: *

7722011104

Business Information:

Legal Business Name:

Ft Pierce Police Athletic League D.B.A. St Lucie Sheriffs PAL

Business Type (Restaurant, Retail, Office, etc):

Youth Center non-profit

Employer Identification Number / Tax ID:

65-0670756

Number of Years in Business:

29

Number of Years at Current Address:

2

If not currently open for business at this location, when do you expect to open?

Project Details:

Grant amount requested?

$25000.00

Note: This grant offers financial assistance in the form of a reimbursable grant, matching 50% up to $25,000.

What is the total cost of the project?

$65000.00

The costs must be verified by licensed contractors.

Estimated timeframe for the completion of the project:

160days

The project must be started within six (6) months from the date of the FPRA Board approval and completed within 12 months of the building permit issuance. Failure to do so, without an approved deviation by the FPRA, will result in termination of the grant.

General Description of Proposed Improvements:*

- [x] Awnings/Canopies
- [ ] Building Facade
- [ ] Signs
- [ ] Windows/Doors
- [ ] Walls
- [ ] Parking lot repaving, resealing, and/or restriping
- [ ] Fencing
- [x] Patio deck
- [ ] Landscaping/Irrigation
- [x] Roofing
- [ ] Mural/Art Installation
- [ ] Security cameras/system
- [ ] Exterior Painting
- [ ] Other (explain in narrative below)

Narrative describing the project, improvements to be made, and why this funding is necessary:*

Shade structure covering preexisting concreate.

Narrative detailing approach to fully fund this project. Note: This is a dollar-for-dollar matching grant.*

Pledges and donors, can provide proof of funds if requested.

Narrative describing how this project will address the priorities of the FPRA as outlined in the Redevelopment Plan. This narrative shall identify community benefits resulting from the project.*

Florida is known for its extreme weather conditions. This shade structure will allow the youth to safely participate with outdoor activities. They will be sheltered from the rain and heat.

To view the FPRA Plan, visit: https://cityoffortpierce.com/DocumentCenter/View/9381/2020-Updated-FPRA-Plan

Required Documentation:

Color photograph of the existing condition of the FRONT of building (1 of 2):*

overview.jpg

Color photograph of the existing condition of the FRONT of building (2 of 2):*

overview.jpg

Project plans and renderings and any other relevant materials that convey the physical improvements proposed to be made:*

23-11-272(SEALED).pdf

Design and construction plans for the proposed improvements.*

SBS_Color.pdf

Provide examples of project colors, design, materials and specifications.*

SBS_Color_Chart.pdf

Proof of ability to fully fund the project.*

proof of funds.jpg

Attach a letter describing why this property should be selected to receive a grant. Please include how this project meets the goals and objectives of the FPRA Plan.*

FPRA Letter.docx

Cost Estimates*

PAL Estimate.docx

A minimum of one (1) cost estimate from a licensed contractor issued within the previous 90 days of this application submission. Estimates should be broken out in detail, especially if any non-eligible improvements are being completed, as this allows FPRA to compare based on only grant eligible improvements being performed.

Signature

Electronic Signature*

Keith Pearson

I certify that the information provided in this application is true and accurate to the best of my ability and no false or misleading statements have been made to secure approval of this application.

By typing your name in the box above, you are signing the document electronically. You agree that your electronic signature has the same validity as your handwritten signature.


ST LUCIE SHERIFF
POLICE
Athletic
LEAGUE
Est 1947
SHERIFF

Saint Lucie County Sheriffs Police Athletic League
2203 Orange Ave, Ft Pierce FL 34950
pal@stluciesheriff.com

Lisa Johns-Grose
President

Paul Pearson
Vice President

Melissa Alexander
Treasurer

Steve Dipalma
Secretary

Board Members
Patrick Seidel
Keith Pearson
Ken Wilson

Executive Director
Jarret Romanello

The Fort Pierce Police Athletic League d.b.a St Lucie Sheriffs PAL purchased the building at 2203 Orange Ave and have used that location to provide at risk under privileged youth a place to go before they go places in life. The building prior to being purchased had over $200,000.00 in code violations and was a burden to the community with vagrants and illegal dumping. Working with the community, we have turned an eyesore into a safe place for our youth to grow. Most importantly, we recently received the Mayors Golden Hammer Award! We hope that we are awarded this grant because you are not only investing in the building you are investing in our youth.

THIS IS A LETTER OF CERTIFICATION FOR STEEL BUILDING SYSTEMS, INC.'S PROJECT #23-11-272 FOR FT. PIERCE POLICE ATHLETIC LEAGUE TO BE LOCATED IN FORT PIERCE, FLORIDA.

THIS LETTER CERTIFIES THAT STEEL BUILDING SYSTEMS, INC.'S BUILDING(S) MEETS THE INFORMATION IN THE DESIGN CRITERIA.

THIS LETTER OF CERTIFICATION IS WRITTEN SPECIFICALLY FOR THE BUILDING(S) PROVIDED BY STEEL BUILDING SYSTEMS, INC. THIS LETTER DOES NOT IMPLY NOR CONSTITUTE AN AGREEMENT THAT THE MANUFACTURER OR THE MANUFACTURER'S ENGINEER IS ACTING AS THE ENGINEER OF RECORD OR DESIGN PROFESSIONAL FOR THE CONSTRUCTION PROJECT.

DESIGN CRITERIA

WIDTH (ft)	= 30.33.0
LENGTH (ft)	= 63.0
EAVE HEIGHT (ft)	= 12.4/13.66
ROOF SLOPE (Rise/12)	= 0.5
BUILDING CODE	= FBC 20
DEAD LOAD (psf)	= 2.0
COLLATERAL LOAD (psf)	= 0.0
ROOF LIVE LOAD (psf)	= 20.0
LIVE LOAD REDUCTION	= YES
GROUND SNOW LOAD (psf)	= 0.0
ROOF SNOW LOAD (psf)	= 0.0
THERMAL COEFFICIENT (Ct)	= 1.20
IMPORTANCE - SNOW	= 1.00
SNOW EXPOSURE (Ce)	= 1.00
ULTIMATE WIND (ult) (mph)	= 161.0
NOMINAL WIND (asd) (mph)	= 124.71
RISK CATEGORY	= II-NORMAL
WIND EXPOSURE	= B
CLOSED/OPEN/PARTIAL	= PARTIALLY OPEN
INTERNAL GCpi	= 0.18 / -0.18

RISK CATEGORY	= II-NORMAL
SEISMIC SITE CLASS	= D
SEISMIC COEFFICIENT	= 0.08
MAPPED RESPONSE (Ss)	= 0.0494
MAPPED RESPONSE (S1)	= 0.0279
DESIGN CATEGORY (SDC)	= A
IMPORTANCE - SEISMIC	= 1.00
SITE COEFFICIENT (Fa)	= 1.6000
SITE COEFFICIENT (FV)	= 2.4000
DESIGN RESPONSE (Sms)	= 0.0784
DESIGN RESPONSE (Sm1)	= 0.0648
DESIGN RESPONSE (Sds)	= 0.0523
DESIGN RESPONSE (Sd1)	= 0.0432
RES MOD FACTOR (Mom) R	= 3.00
APP PERIOD (MOMENT) Ta	= 0.2183
RES MOD FACTOR (Brc) R	= 3.00
APP PERIOD (Braced) Ta	= 0.1371
TRANVERSE SYSTEM	= MOMENT FRAMES
LONGITUDINAL SYSTEM (ROOF)	= BRACED FRAMES
LONGITUDINAL SYSTEM (FSW)	= BRACED FRAMES
LONGITUDINAL SYSTEM (BSW)	= MOMENT FRAME

NOTE: THE SEISMIC ANALYSIS PROCEDURE USED ON THIS STRUCTURE IS THE EQUIVALENT LATERAL FORCE PROCEDURE.

STRUCTURAL STEEL

ASTM# (Plate)	= A529; A572; A1011
PLATE YIELD (Fy)	= 50.0 ksi
ASTM# (Bar)	= A-529; A-570; A-572
PLATE YIELD (Fy)	= 50.0 ksi

LIGHT GUAGE STEEL

ASTM# (Cold-Form)	= A1008; A1011
COLD-FORM YIELD (Fy)	= 55.0 ksi
ASTM# (Panel)	= A792
PANEL YIELD (Fy)	= 80.0 ksi

NOTE: ALL CONNECTION BOLTS ARE DESIGNATED IN THESE DRAWINGS AS EITHER A "M" FOR A307 BOLTS OR A "H" FOR A325 BOLTS.

COMPONENTS AND CLADDING

COMP/CLAD LOCATION	PRES (PSF)	SUCT (PSF)	ROOF SUCT (PSF)
COLUMN	28.1	-31.0	
GIRT/HEADER	28.1	-31.0	
JAMB	28.1	-31.0	
WALL PANEL	34.7	-46.3	
PURLIN	16.0	-29.9	
ROOF PANEL	16.0	-34.7	
LONG. BRACING	15.8	-11.4	-27.2
LONG. BRACING (EDGE ZONE)	24.1	-17.0	

NOTES TO ERECTOR/OWNER:

[1] "SBS" IS NOT RESPONSIBLE FOR THE ERECTION OF THE BUILDING, THE SUPPLY OF ANY TOOLS OR EQUIPMENT, OR ANY OTHER FIELD WORK UNLESS "SBS" HAS BEEN CONTRACTED FOR THESE. "SBS" DOES NOT PROVIDE ANY FIELD SUPERVISION FOR THE ERECTION OF THE BUILDING, NOR DOES "SBS" PERFORM ANY INSPECTIONS DURING OR AFTER ERECTION.

[2] USE ONLY THE ERECTION DRAWINGS PROVIDED BY "SBS" AND INCLUDED IN THE ERECTOR'S PACKAGE DELIVERED BY THE TRUCK DRIVER WITH THE BUILDING. "SBS" IS NOT LIABLE FOR ANY CLAIM RESULTING FROM THE USE OF OTHER DRAWINGS.

[3] CHECK SLAB AND ANCHOR BOLT PLACEMENTS BEFORE STANDING ANY FRAMING. IF THE SLAB IS NOT SIZED CORRECTLY OR IS OUT OF SQUARE, OR IF THE ANCHOR BOLTS ARE NOT CORRECTLY LOCATED, CALL "SBS". "SBS" IS NOT LIABLE FOR LABOR CHARGES RESULTING FROM STANDING FRAMING ON AN INCORRECT SLAB.

[4] BEGIN ERECTION WITH A BRACED BAY. INSTALL THE EAVE STRUTS FIRST AND THEN THE PURLINS WHICH FALL AT THE CABLE ATTACHMENT POINTS. NEXT, INSTALL ROOF AND WALL CABLES TO A SNUG CONDITION, SO THAT THE FRAMING IS BRACED. FINISH INSTALLING PURLINS AND GIRTS IN THE BRACED BAY. USING THE THE CABLE BRACING, SQUARE AND PLUMB THE FRAMING. CONTINUE WITH REMAINING BAYS, INSTALLING BRACING AS ADDITIONAL BRACED BAYS ARE ERECTED.

[5] THE CORRECTION OF MINOR MISFITS BY THE USE OF DRIFT PINS TO DRAW THE COMPONENTS INTO LINE, MODERATE AMOUNTS OF REAMING, CHIPPING AND CUTTING, AND THE REPLACEMENT OF MINOR SHORTAGES OF MATERIAL ARE A NORMAL PART OF ERECTION AND ARE NOT SUBJECT TO CLAIM. CONTACT "SBS" BEFORE MAKING ANY FIELD MODIFICATION TO THE BUILDING. "SBS" DOES NOT PAY CLAIMS FOR ERROR CORRECTION UNLESS APPROVED IN WRITING BY "SBS" BEFOREHAND.

STATUS OF THESE DRAWINGS

- [ ] FOR OWNER'S USE - NOT FOR CONSTRUCTION. ENGINEERED BUT NOT DETAILED FOR MANUFACTURE.
- [ ] FOR APPROVAL - NOT FOR CONSTRUCTION. ENGINEERED BUT NOT DETAILED FOR MANUFACTURE.
- [X] FOR PERMITTING - FOR CONSTRUCTION. ENGINEERED BUT NOT DETAILED FOR MANUFACTURE.
- [ ] FINAL DRAWINGS - FOR CONSTRUCTION. ENGINEERED AND DETAILED FOR MANUFACTURE.
- [ ] ERECTION DRAWINGS - FOR CONSTRUCTION. ENGINEERED AND DETAILED FOR MANUFACTURE.
- [ ] ANCHOR BOLT PLANS - FOR CONSTRUCTION.

GLEN S ASHLEY
Digitally signed by GLEN S ASHLEY
Date: 2023.11.08 14:00:47 -05'00'

IAS ACCREDITED Metal Building Systems AC 472

STRUCTURAL STAMP

GLEN STUART ASHLEY LICENSE No. 62216 STATE OF FLORIDA PROFESSIONAL ENGINEER

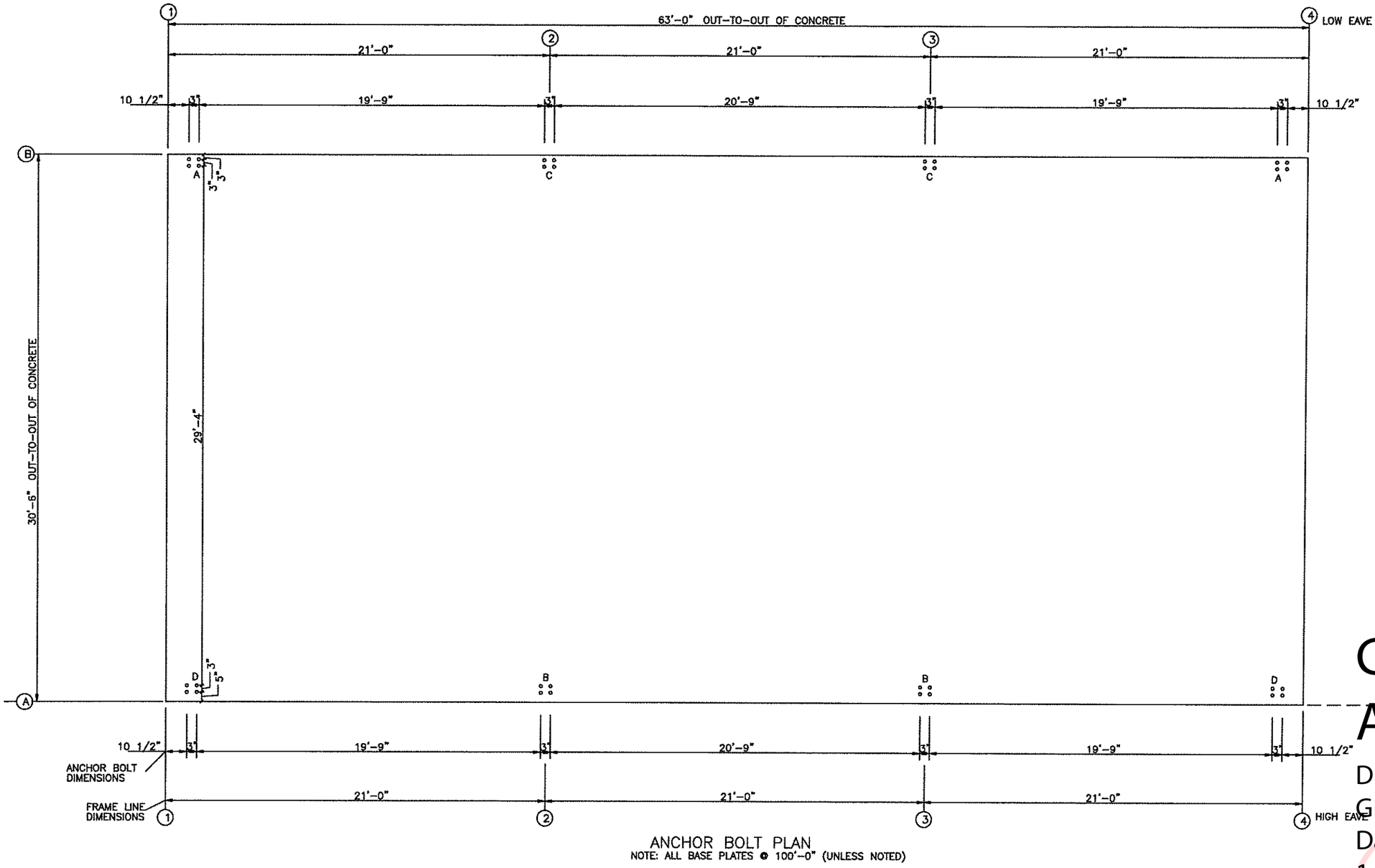
REVISIONS
[1]
[2]
[3]
[4]
[5]

FOR: FT. PIERCE POLICE ATHLETIC LEAGUE
2203 ORANGE AVENUE
FORT PIERCE, FLORIDA 34950
LOCATION: FORT PIERCE, FLORIDA

FROM:
STEEL BUILDING SYSTEMS INC.
320 STEVENS LANE • P.O. BOX 447
ADEL, GEORGIA 31620
PH: 229.896.7428 • FAX: 229.896.2881 • www.sbsga.com

JOB NO : 23-11-272
DATE : 11/ 7/23
BY : MS
SCALE : NONE
TITLE : COVER PAGE
NUMBER : COVER

○ DIA=3/4"



ANCHOR BOLT PLAN
NOTE: ALL BASE PLATES @ 100'-0" (UNLESS NOTED)

EXISTING BUILDING

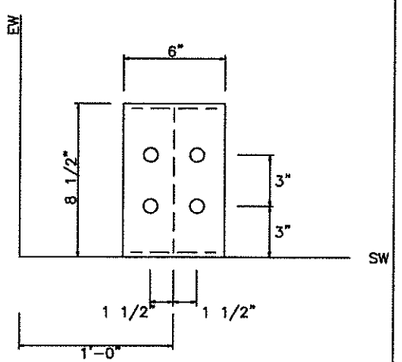
GLEN S ASHLEY
Digitally signed by GLEN S ASHLEY
Date: 2023.11.08 14:00:32 -05'00'

STEEL BUILDING SYSTEMS INC.

REVISIONS	CUSTOMER: FT. PIERCE POLICE ATHLETIC LEAGUE		
[1]	JOB NO: 23-11-272	DATE: 11/ 7/23	
[2]	LOCATION: FORT PIERCE, FLORIDA		
[3]	DRAWING NAME: ANCHOR BOLT LAYOUT		SCALE: NONE
[4]	DRAWING NO: PAGE 1	DRAWN BY: MS	CHECKED BY:

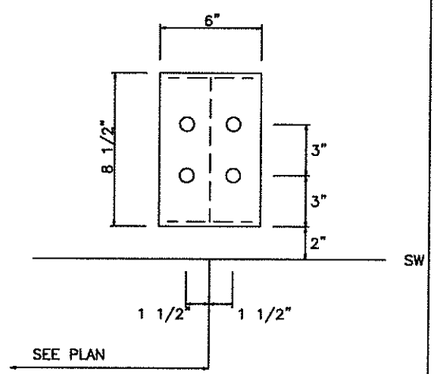
STRUCTURAL STAMP
GLEN STUART ASHLEY
LICENSE
No. 62216
STATE OF FLORIDA
PROFESSIONAL ENGINEER

DIA= 3/4"



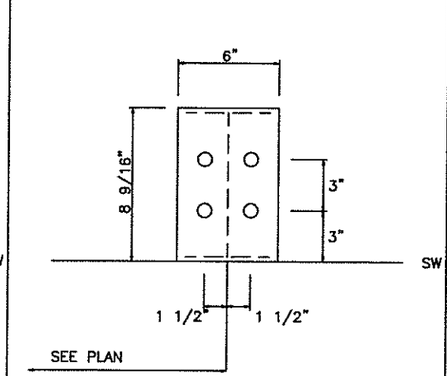
DETAIL A

DIA= 3/4"



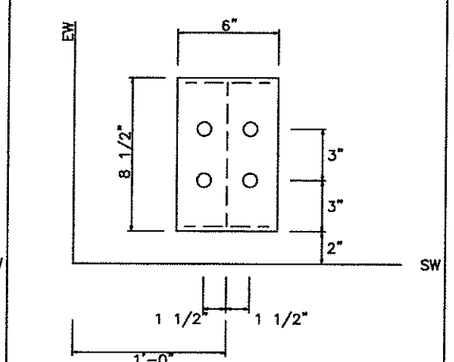
DETAIL B

DIA= 3/4"



DETAIL C

DIA= 3/4"



DETAIL D

GLEN S ASHLEY

Digitally signed by GLEN S ASHLEY
Date: 2023.11.08 14:00:17 -05'00'

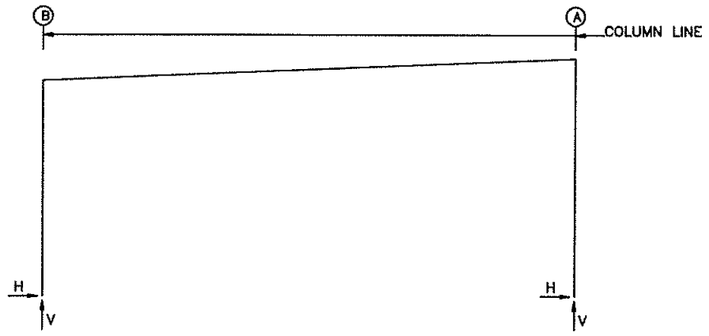
STEEL BUILDING SYSTEMS INC.

REVISIONS	CUSTOMER: FT. PIERCE POLICE ATHLETIC LEAGUE		
[1]	JOB NO: 23-11-272	DATE: 11/ 7/23	
[2]	LOCATION: FORT PIERCE, FLORIDA		
[3]	DRAWING NAME: ANCHOR BOLT DETAILS		SCALE: NONE
[4]	DRAWING NO: PAGE 1.1	DRAWN BY: MS	CHECKED BY:

STRUCTURAL STAMP

GLEN STUART ASHLEY
LICENSE
No. 62216
STATE OF FLORIDA
PROFESSIONAL ENGINEER

FRAME LINES: 1 2 3 4



RIGID FRAME: MAXIMUM REACTIONS, ANCHOR BOLTS, & BASE PLATES

FRM LINE	COL LINE	Column_Reactions(k) LOAD Id	HMAX H	V VMAX	LOAD Id	HMIN H	V VMIN	Bolt(IN) QTY	DIA	BASE_PLATE(IN) WIDTH	LENGTH	THICK	ELEV. (in)
1	B	2	1.4	1.7	6	−2.0	−2.0	4	0.750	6.000	8.500	0.375	0.0
		1	1.1	3.6	5	−1.9	−3.5						
1	A	7	1.7	−0.9	1	−1.1	3.6	4	0.750	6.000	8.500	0.375	0.0
		1	−1.1	3.6	9	0.1	−3.1						

RIGID FRAME: MAXIMUM REACTIONS, ANCHOR BOLTS, & BASE PLATES

FRM LINE	COL LINE	Column_Reactions(k) LOAD Id	HMAX H	V VMAX	LOAD Id	HMIN H	V VMIN	Bolt(IN) QTY	DIA	BASE_PLATE(IN) WIDTH	LENGTH	THICK	ELEV. (in)
2	B	4	2.6	0.2	6	−3.7	−3.9	4	0.750	6.000	8.563	0.375	0.0
		1	1.5	4.7	8	−1.6	−8.6						
2	A	7	3.2	−1.9	3	−1.7	−0.3	4	0.750	6.000	8.500	0.375	0.0
		1	−1.5	4.7	5	−0.3	−5.1						

RIGID FRAME: MAXIMUM REACTIONS, ANCHOR BOLTS, & BASE PLATES

FRM LINE	COL LINE	Column_Reactions(k) LOAD Id	HMAX H	V VMAX	LOAD Id	HMIN H	V VMIN	Bolt(IN) QTY	DIA	BASE_PLATE(IN) WIDTH	LENGTH	THICK	ELEV. (in)
3	B	4	2.6	0.2	6	−3.7	−3.9	4	0.750	6.000	8.563	0.375	0.0
		1	1.5	4.7	8	−1.6	−8.6						
3	A	7	3.2	−1.9	3	−1.7	−0.3	4	0.750	6.000	8.500	0.375	0.0
		1	−1.5	4.7	5	−0.3	−5.1						

RIGID FRAME: MAXIMUM REACTIONS, ANCHOR BOLTS, & BASE PLATES

FRM LINE	COL LINE	Column_Reactions(k) LOAD Id	HMAX H	V VMAX	LOAD Id	HMIN H	V VMIN	Bolt(IN) QTY	DIA	BASE_PLATE(IN) WIDTH	LENGTH	THICK	ELEV. (in)
4	B	2	1.4	1.7	6	−2.0	−2.0	4	0.750	6.000	8.500	0.375	0.0
		1	1.1	3.6	5	−1.9	−3.5						
4	A	7	1.7	−0.9	1	−1.1	3.6	4	0.750	6.000	8.500	0.375	0.0
		1	−1.1	3.6	9	0.1	−3.1						

NOTES FOR REACTIONS

1. ALL LOADING CONDITIONS ARE EXAMINED AND ONLY MAXIMUM/MINIMUM H OR V AND THE CORRESPONDING H or V ARE REPORTED.
2. POSITIVE REACTIONS ARE AS SHOWN IN THE SKETCH. FOUNDATION LOADS ARE IN OPPOSITE DIRECTIONS.
3. BRACING REACTIONS ARE in THE PLANE OF THE BRACE WITH THE H POINTING AWAY FROM THE BRACED BAY. THE VERTICAL REACTION IS DOWNWARD.
4. BUILDING REACTIONS ARE BASED ON THE FOLLOWING BUILDING DATA:

WIDTH (ft)	= 30.3
LENGTH (ft)	= 63.0
EAVE HEIGHT (ft)	= 12.4/ 13.7
ROOF SLOPE (RISE/12)	= 0.5
DEAD LOAD (psf)	= 2.0
COLLATERAL LOAD (psf)	= 0.0
ROOF LIVE LOAD (psf)	= 20.0
FRAME LIVE LOAD	
Min(psf)	= 12.0
Max(psf)	= 17.6
WIND SPEED (mph)	= 161.0
WIND CODE	= FBC 20 (IBC 18)
EXPOSURE	= B
Closure	= Partially Open
IMPORTANCE WIND	= 1.00
IMPORTANCE SEISMIC	= 1.00
SEISMIC Zone	= A
SEISMIC COEFF (Fa*Ss)	= 0.08

5. LOADING CONDITIONS ARE:
   1 Dead+Collateral+Live
   2 Dead+Collateral+0.75Live+0.45Wind_Right1
   3 Dead+Collateral+0.75Live+0.45Wind_Long1R
   4 Dead+Collateral+0.75Live+0.45Wind_Long2L
   5 0.6Dead+0.6Wind_Left1
   6 0.6Dead+0.6Wind_Left2
   7 0.6Dead+0.6Wind_Right2
   8 0.6Dead+0.6Wind_Long1L
   9 0.6Dead+0.6Wind_Long1R

ANCHOR BOLT SUMMARY

	QTY	LOCATE	DIA (in)	TYPE	PROJ. (in)
O	32	FRAME	3/4"	F1554	2.50

BUILDING BRACING REACTIONS

WALL LOC	COL LINE	± Reactions(k) WIND HORZ	WIND VERT	SEISMIC HORZ	SEISMIC VERT	Panel_Shear (lb/ft) WIND	Seis	Note
L_EW	1							(h)
F_SW	A	Torsional Bracing Used						
R_EW	4							(h)
B_SW	B	2,3	3.0	3.0	0.1	0.1		(b)

(b)Wind bent in bay, base above finish floor
(h)Rigid frame at endwall

REACTIONS for seismic represent shear force, Eh

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Date: 2023.11.08 14:00:00 -05'00'

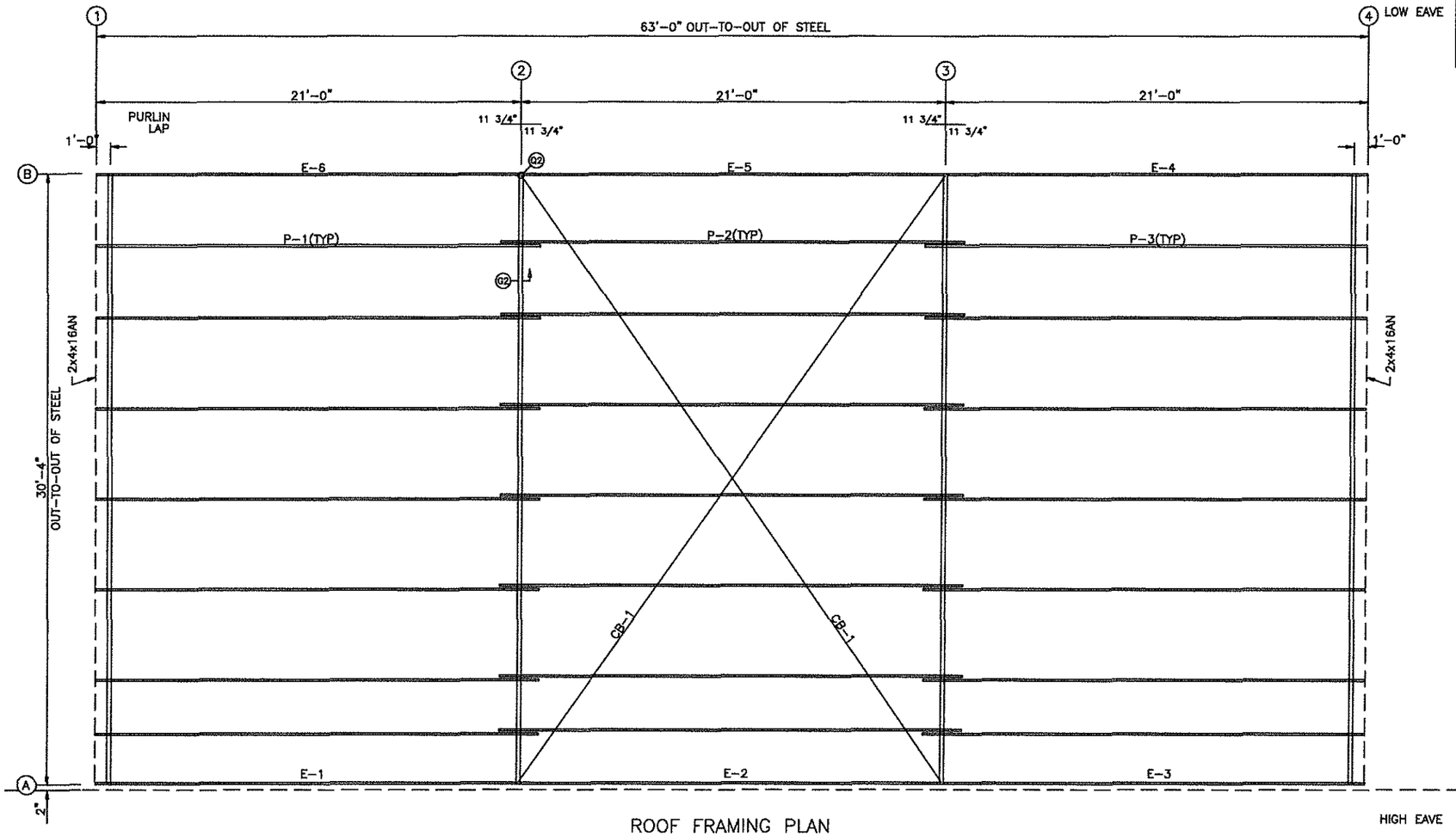
STEEL BUILDING SYSTEMS INC.

REVISIONS	CUSTOMER: FT. PIERCE POLICE ATHLETIC LEAGUE		
[1]	JOB NO: 23-11-272	DATE: 11/ 7/23	
[2]	LOCATION: FORT PIERCE, FLORIDA		
[3]	DRAWING NAME: ANCHOR BOLT REACTIONS		SCALE: NONE
[4]	DRAWING NO: PAGE 1.2	DRAWN BY: MS	CHECKED BY:

STRUCTURAL STAMP

GLEN STUART ASHLEY
LICENSE
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STATE OF FLORIDA
PROFESSIONAL ENGINEER

MEMBER TABLE ROOF PLAN		
MARK	PART	LENGTH
P-1	8x25Z16	21'-11 1/2"
P-2	8x25Z16	22'-11 1/2"
P-3	8x25Z16	21'-11 1/2"
E-1	8ES14@.5	20'-11 1/2"
E-2	8ES14@.5	20'-11 1/2"
E-3	8ES14@.5	20'-11 1/2"
E-4	8ES14@.5	20'-11 1/2"
E-5	8ES14@.5	20'-11 1/2"
E-6	8ES14@.5	20'-11 1/2"
CB-1	1/4 CBL	34'-11 1/16"



ROOF FRAMING PLAN

EXISTING BUILDING

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STEEL BUILDING SYSTEMS INC.

REVISIONS	CUSTOMER: FT. PIERCE POLICE ATHLETIC LEAGUE		
[1]	JOB NO: 23-11-272	DATE: 11/ 7/23	
[2]	LOCATION: FORT PIERCE, FLORIDA		
[3]	DRAWING NAME: ROOF FRAMING LAYOUT		SCALE: NONE
[4]	DRAWING NO: PAGE 2	DRAWN BY: MS	CHECKED BY:

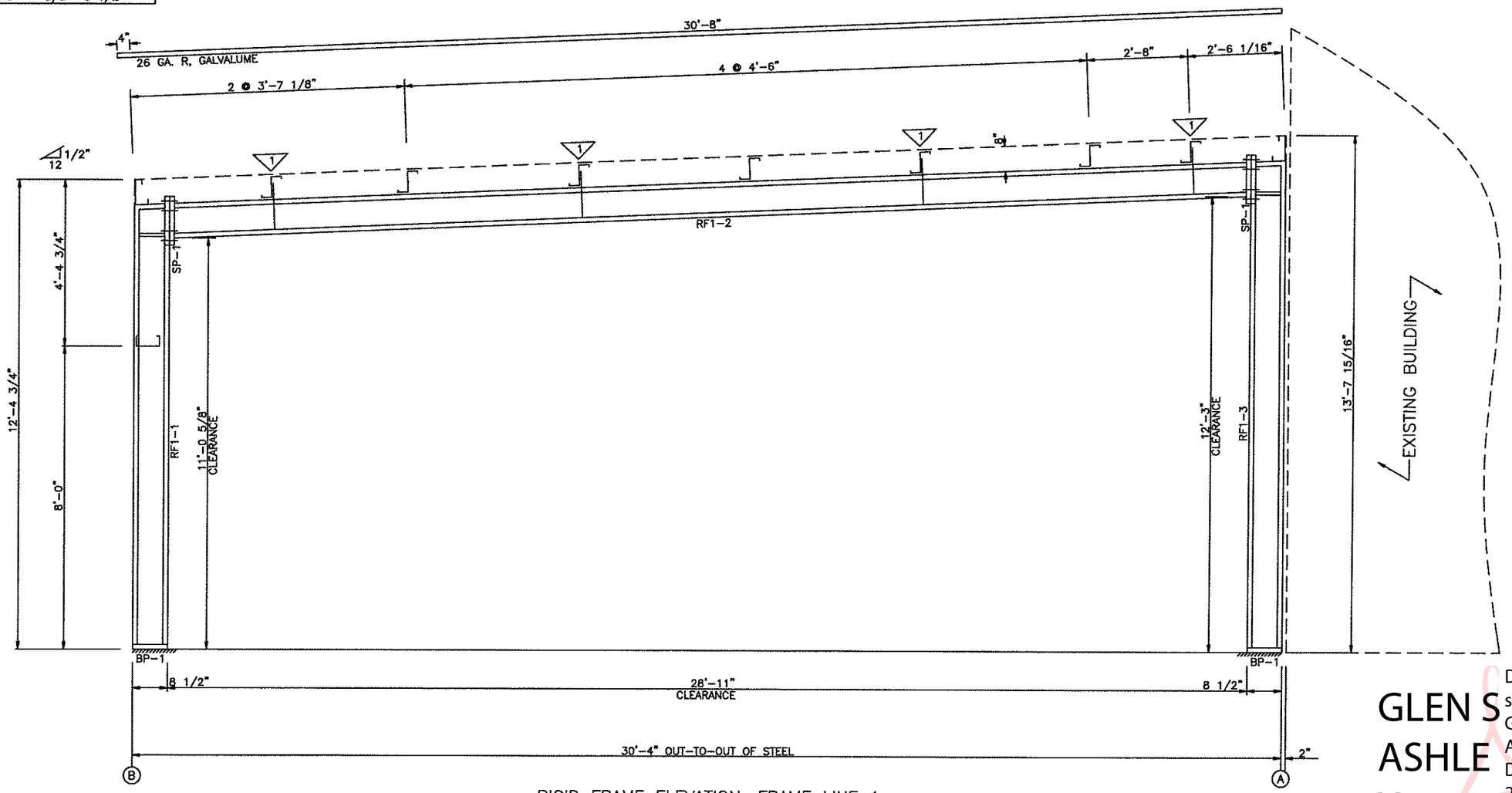
STRUCTURAL STAMP

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SPLICE BOLT TABLE						
MARK	QTY TOP	BOT	INT	TYPE	DIA	LENGTH
SP-1	4	4	0	A325	5/8"	2 1/2"

BASE PLATE TABLE			
COL MARK	PLATE SIZE WIDTH	THICK	LENGTH
BP-1	6"	3/8"	8 1/2"

FLANGE BRACE TABLE FRAME LINE 1			
▽ ID	# SIDES	MARK	LENGTH
1	1	FB1	2'-3 3/16"



RIGID FRAME ELEVATION: FRAME LINE 1

MEMBER TABLE					
MARK	WEB DEPTH START/END	WEB PLATE THICK	WEB PLATE LENGTH	OUTSIDE FLANGE W x THK x LENGTH	INSIDE FLANGE W x THK x LENGTH
RF1-1	8.0/ 8.0	0.135	10'-8 3/8"	5 x 1/4" x 11'-8 1/8"	5 x 1/4" x 10'-8 3/8"
	8.0/ 8.0	0.188	1'-0 1/8"	5 x 1/4" x 8 1/4"	
RF1-2	8.0/ 8.0	0.135	14'-10"	5 x 1/4" x 20'-0"	5 x 1/4" x 20'-0"
	8.0/ 8.0	0.135	14'-0 5/8"	5 x 1/4" x 8'-10 5/16"	5 x 1/4" x 8'-10 5/16"
RF1-3	8.0/ 8.0	0.188	1'-0 1/2"	5 x 1/4" x 8 1/4"	5 x 1/4" x 11'-10 13/16"
	8.0/ 8.0	0.135	11'-10 13/16"	5 x 1/4" x 12'-11 1/4"	

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REVISIONS	CUSTOMER: FT. PIERCE POLICE ATHLETIC LEAGUE		
[1]	JOB NO: 23-11-272	DATE: 11/ 7/23	
[2]	LOCATION: FORT PIERCE, FLORIDA		
[3]	DRAWING NAME: RIGID FRAME CROSS SECTION		SCALE: NONE
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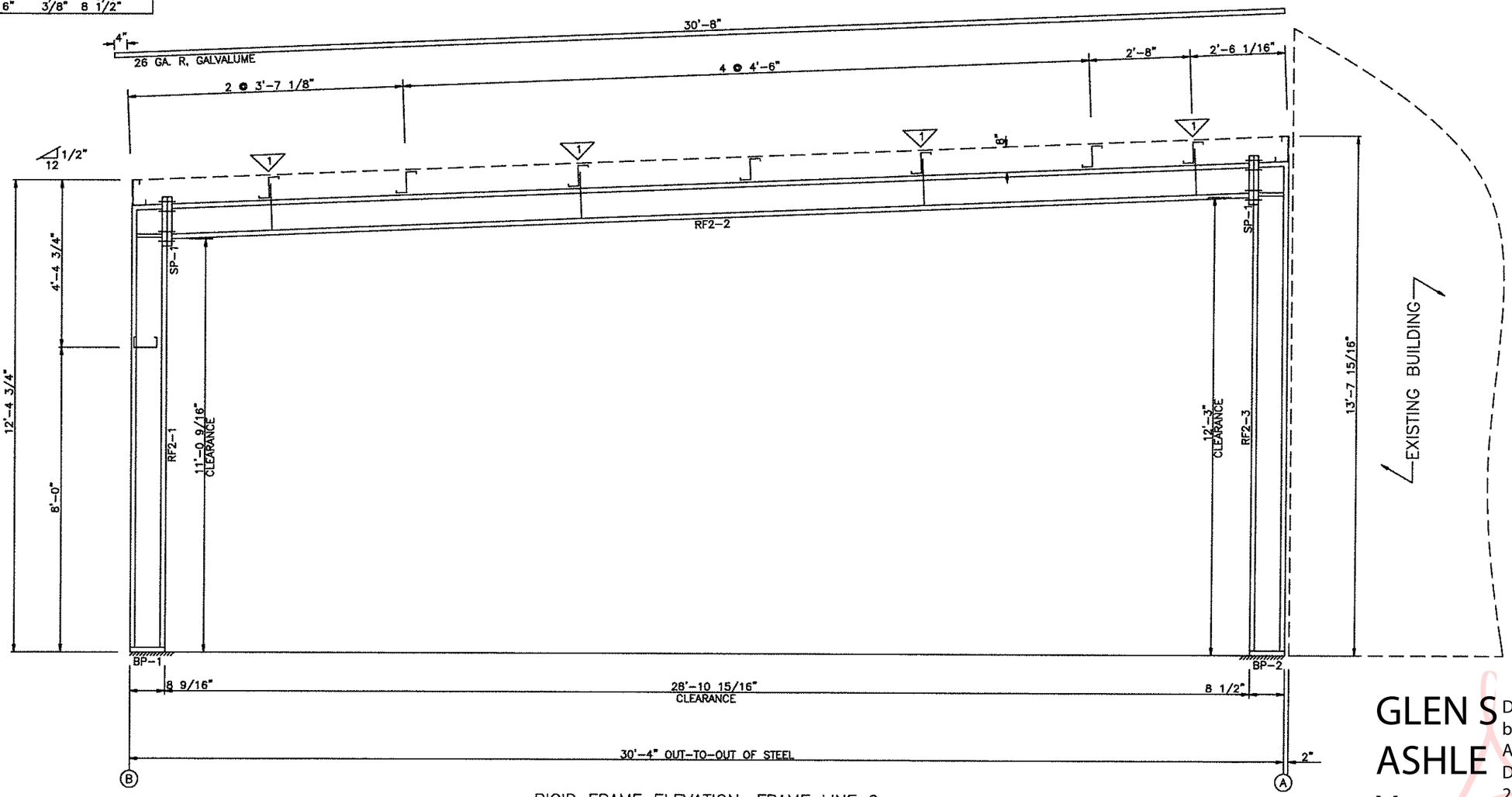
STRUCTURAL STAMP

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No. 62216
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SPLICE BOLT TABLE						
MARK	QTY TOP	BOT	INT	TYPE	DIA	LENGTH
SP-1	4	4	0	A325	5/8"	2 1/2"

BASE PLATE TABLE			
COL MARK	PLATE SIZE WIDTH	THICK	LENGTH
BP-1	6"	3/8"	8 9/16"
BP-2	6"	3/8"	8 1/2"

FLANGE BRACE TABLE FRAME LINE 2			
▽ ID	# SIDES	MARK	LENGTH
1	1	FB1	2'-3 3/16"



RIGID FRAME ELEVATION: FRAME LINE 2

MEMBER TABLE					
MARK	WEB DEPTH START/END	WEB PLATE THICK	WEB PLATE LENGTH	OUTSIDE FLANGE W x THK x LENGTH	INSIDE FLANGE W x THK x LENGTH
RF2-1	8.0/ 8.0	0.135	10'-8 5/16"	5 x 1/4" x 11'-8 1/8"	5 x 5/16" x 10'-8 5/16"
	8.0/ 8.0	0.375	1'-0 1/8"	5 x 1/4" x 8 1/4"	
RF2-2	8.0/ 8.0	0.135	14'-10"	5 x 1/4" x 20'-0"	5 x 5/16" x 4'-10 7/16"
	8.0/ 8.0	0.135	14'-0 1/8"	5 x 1/4" x 8'-9 13/16"	5 x 1/4" x 20'-0"
					5 x 1/4" x 3'-11 3/8"
RF2-3	8.0/ 8.0	0.313	1'-0 1/2"	5 x 1/4" x 8 1/4"	5 x 1/4" x 11'-10 13/16"
	8.0/ 8.0	0.135	11'-10 13/16"	5 x 1/4" x 12'-11 1/4"	

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STEEL BUILDING SYSTEMS INC.

REVISIONS	CUSTOMER: FT. PIERCE POLICE ATHLETIC LEAGUE	
[1]	JOB NO: 23-11-272	DATE: 11/ 7/23
[2]	LOCATION: FORT PIERCE, FLORIDA	
[3]	DRAWING NAME: RIGID FRAME CROSS SECTION	SCALE: NONE
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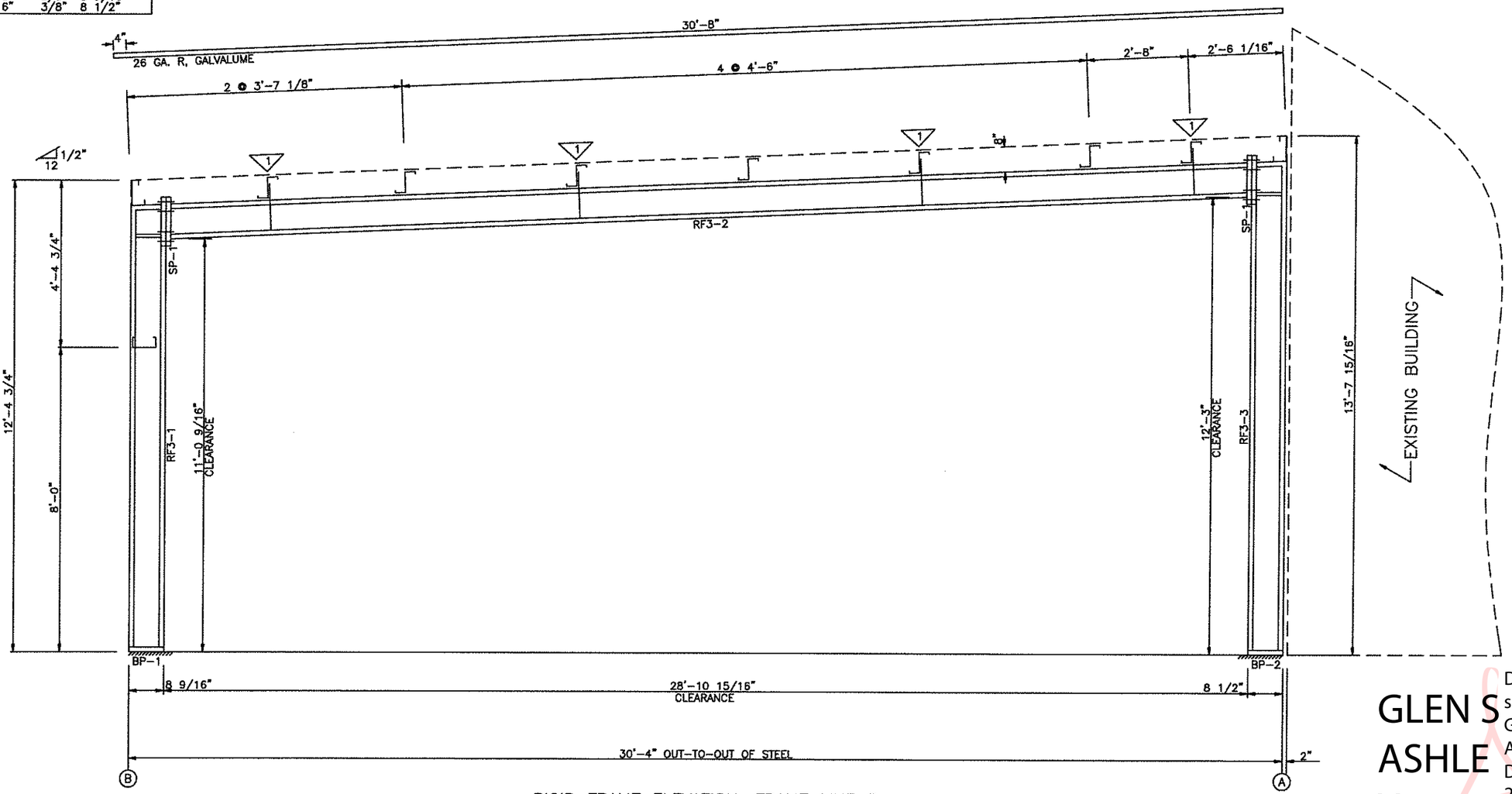
STRUCTURAL STAMP

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No. 62216
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SPLICE BOLT TABLE						
MARK	QTY TOP	BOT	INT	TYPE	DIA	LENGTH
SP-1	4	4	0	A325	5/8"	2 1/2"

BASE PLATE TABLE			
COL MARK	PLATE SIZE WIDTH	THICK	LENGTH
BP-1	6"	3/8"	8 9/16"
BP-2	6"	3/8"	8 1/2"

FLANGE BRACE TABLE FRAME LINE 3			
∇ ID	# SIDES	MARK	LENGTH
1	1	FB1	2'-3 3/16"



RIGID FRAME ELEVATION: FRAME LINE 3

MEMBER TABLE					
MARK	WEB DEPTH START/END	WEB PLATE THICK	WEB PLATE LENGTH	OUTSIDE FLANGE W x THK x LENGTH	INSIDE FLANGE W x THK x LENGTH
RF3-1	8.0/ 8.0	0.135	10'-8 5/16"	5 x 1/4" x 11'-8 1/8"	5 x 5/16" x 10'-8 5/16"
	8.0/ 8.0	0.375	1'-0 1/8"	5 x 1/4" x 8 1/4"	
RF3-2	8.0/ 8.0	0.135	14'-10"	5 x 1/4" x 20'-0"	5 x 5/16" x 4'-10 7/16"
	8.0/ 8.0	0.135	14'-0 1/8"	5 x 1/4" x 8'-9 13/16"	5 x 1/4" x 20'-0"
					5 x 1/4" x 3'-11 3/8"
RF3-3	8.0/ 8.0	0.313	1'-0 1/2"	5 x 1/4" x 8 1/4"	5 x 1/4" x 11'-10 13/16"
	8.0/ 8.0	0.135	11'-10 13/16"	5 x 1/4" x 12'-11 1/4"	

STEEL BUILDING SYSTEMS INC.

REVISIONS	CUSTOMER: FT. PIERCE POLICE ATHLETIC LEAGUE		
[1]	JOB NO: 23-11-272	DATE: 11/ 7/23	
[2]	LOCATION: FORT PIERCE, FLORIDA		
[3]	DRAWING NAME: RIGID FRAME CROSS SECTION		SCALE: NONE
[4]	DRAWING NO: PAGE 2.3	DRAWN BY: MS	CHECKED BY:

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Date: 2023.11.08 13:59:05 -05'00'

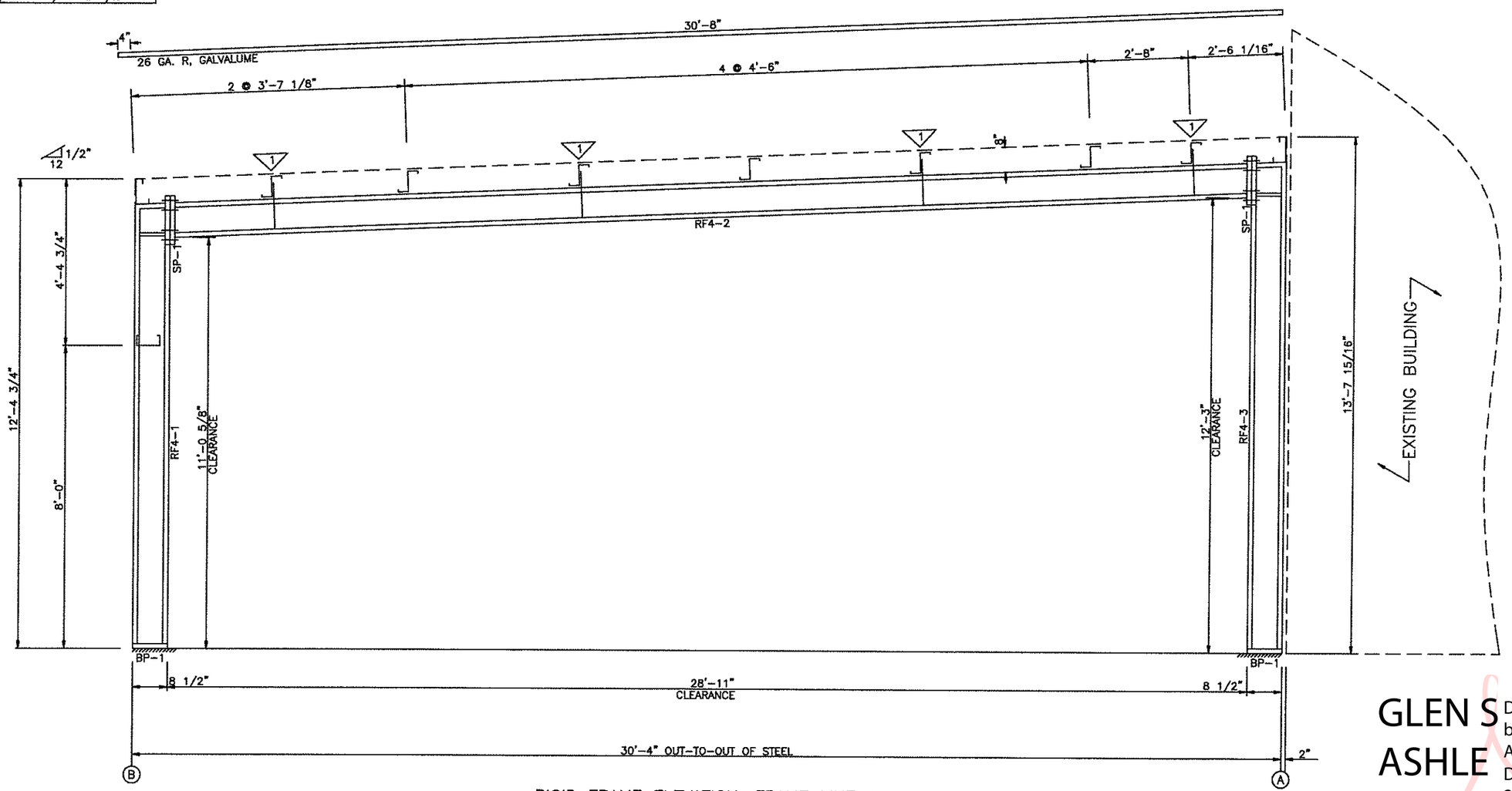
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No. 62216
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SPLICE BOLT TABLE						
MARK	QTY TOP	BOT	INT	TYPE	DIA	LENGTH
SP-1	4	4	0	A325	5/8"	2 1/2"

BASE PLATE TABLE			
COL MARK	PLATE SIZE WIDTH	THICK	LENGTH
BP-1	6"	3/8"	8 1/2"

FLANGE BRACE TABLE FRAME LINE 4			
▽ ID	# SIDES	MARK	LENGTH
1	1	FB1	2'-3 3/16"



RIGID FRAME ELEVATION: FRAME LINE 4

MEMBER TABLE					
MARK	WEB DEPTH START/END	WEB PLATE THICK	WEB PLATE LENGTH	OUTSIDE FLANGE W x THK x LENGTH	INSIDE FLANGE W x THK x LENGTH
RF4-1	8.0/ 8.0	0.135	10'-8 3/8"	5 x 1/4" x 11'-8 1/8"	5 x 1/4" x 10'-8 3/8"
	8.0/ 8.0	0.188	1'-0 1/8"	5 x 1/4" x 8 1/4"	
RF4-2	8.0/ 8.0	0.135	14'-10"	5 x 1/4" x 20'-0"	5 x 1/4" x 20'-0"
	8.0/ 8.0	0.135	14'-0 5/8"	5 x 1/4" x 8'-10 5/16"	5 x 1/4" x 8'-10 5/16"
RF4-3	8.0/ 8.0	0.188	1'-0 1/2"	5 x 1/4" x 8 1/4"	5 x 1/4" x 11'-10 13/16"
	8.0/ 8.0	0.135	11'-10 13/16"	5 x 1/4" x 12'-11 1/4"	

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STEEL BUILDING SYSTEMS INC.

REVISIONS	CUSTOMER: FT. PIERCE POLICE ATHLETIC LEAGUE		
[1]	JOB NO: 23-11-272	DATE: 11/ 7/23	
[2]	LOCATION: FORT PIERCE, FLORIDA		
[3]	DRAWING NAME: RIGID FRAME CROSS SECTION		SCALE: NONE
[4]	DRAWING NO: PAGE 2.4	DRAWN BY: MS	CHECKED BY:

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SBS SUPPLIES CABLES CUT TO THE NEAREST FOOT LONGER THAN THE REQUIRED LENGTH. FOLLOW THESE INSTRUCTIONS FOR CABLE INSTALLATION.

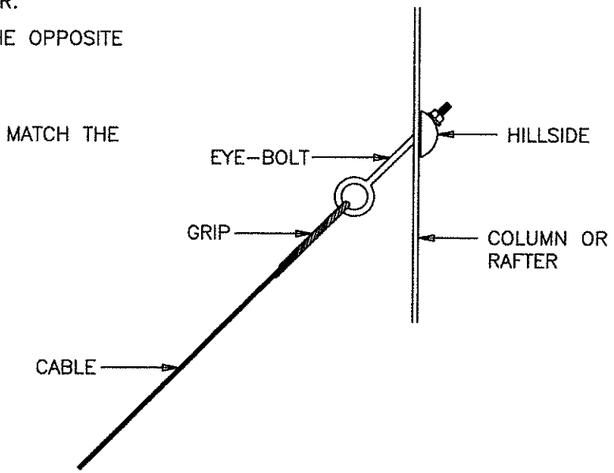
[1] INSTALL ONE END OF THE CABLE FOLLOWING THE INSTRUCTIONS OF THE GRIP MANUFACTURER.

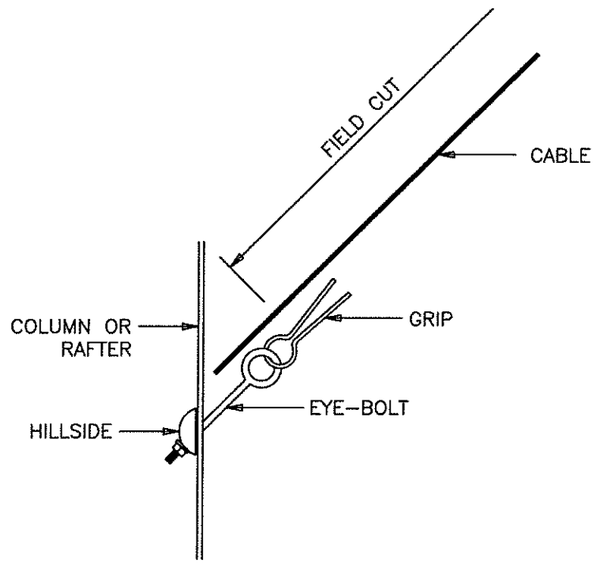
[2] INSTALL THE EYEBOLT AND HILLSIDE AT THE OPPOSITE CABLE END.

[3] HOOK GRIP THROUGH EYEBOLT.

[4] PULL CABLE TIGHT AND MARK LENGTH TO MATCH THE INSTALLATION MARK ON THE GRIP.

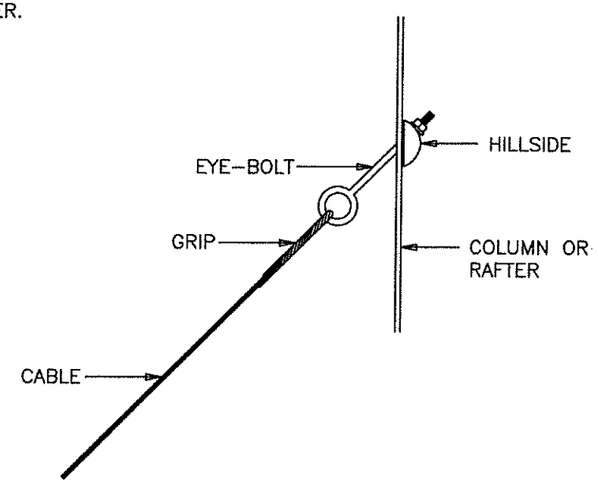
[5] CUT CABLE TO LENGTH.

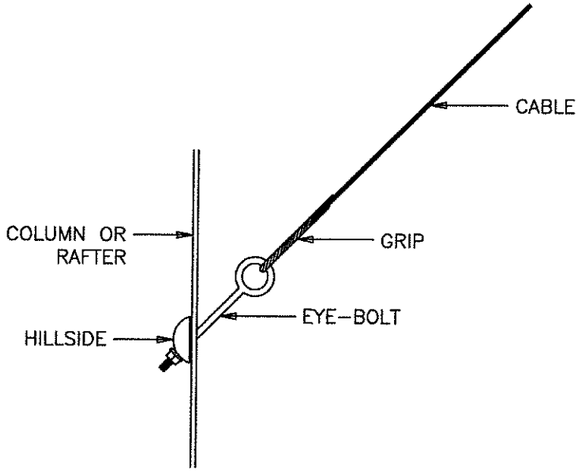




[6] INSTALL CUT END OF THE CABLE FOLLOWING THE INSTRUCTIONS OF THE GRIP MANUFACTURER.

[7] TENSION CABLE AS REQUIRED.





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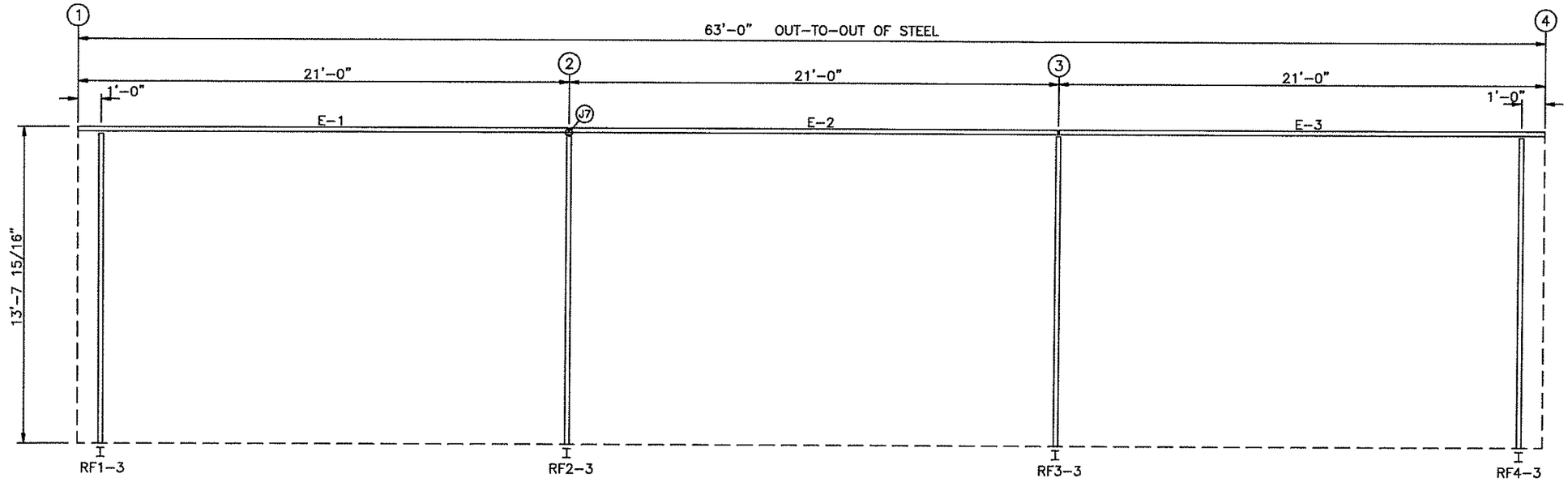
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STEEL BUILDING SYSTEMS INC.

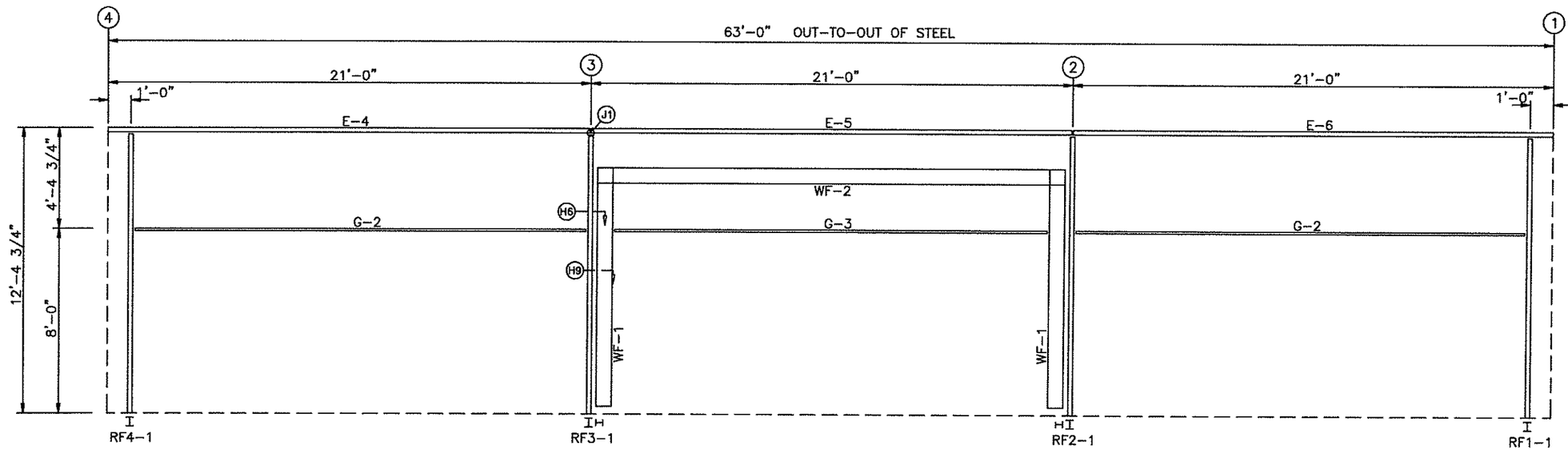
REVISIONS	CUSTOMER: FT. PIERCE POLICE ATHLETIC LEAGUE		
[1]	JOB NO: 23–11–272	DATE: 11/ 7/23	
[2]	LOCATION: FORT PIERCE, FLORIDA		
[3]	DRAWING NAME: CABLE BRACING DETAILS		SCALE: NONE
[4]	DRAWING NO: PAGE 2.5	DRAWN BY: MS	CHECKED BY:

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SIDEWALL FRAMING: FRAME LINE A



SIDEWALL FRAMING: FRAME LINE B

BOLT TABLE
FRAME LINE A & B

LOCATION	QUAN	TYPE	DIA	LENGTH
WF-1 – WF-2	8	A325	5/8"	2 1/2"
WF-1 – RF3-1	10	A325	5/8"	2 1/2"
WF-1 – RF2-1	10	A325	5/8"	2 1/2"

MEMBER TABLE
FRAME LINE A & B

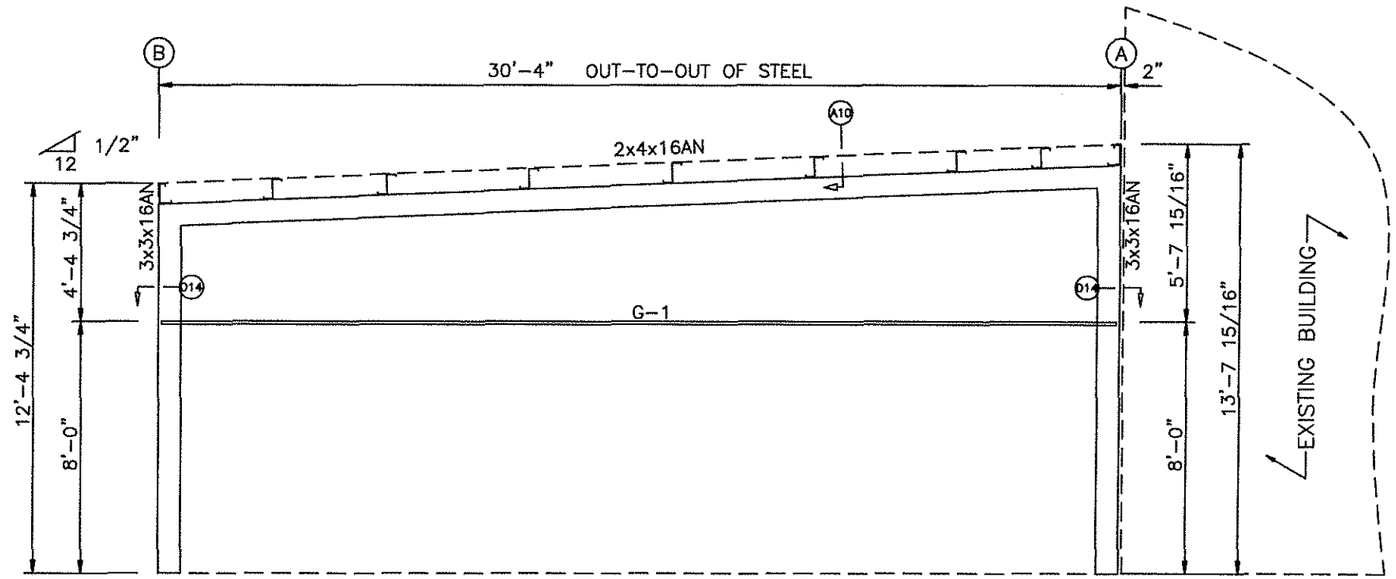
MARK	PART	LENGTH
WF-1	B8X11.9	10'-6 3/4"
WF-2	B8X11.9	19'-7 1/2"
E-1	8ES14@.5	20'-11 1/2"
E-2	8ES14@.5	20'-11 1/2"
E-3	8ES14@.5	20'-11 1/2"
E-4	8ES14@.5	20'-11 1/2"
E-5	8ES14@.5	20'-11 1/2"
E-6	8ES14@.5	20'-11 1/2"
G-2	8x25C16	19'-3 1/2"
G-3	8x25C16	19'-7 1/4"

STEEL BUILDING SYSTEMS INC.

REVISIONS	CUSTOMER: FT. PIERCE POLICE ATHLETIC LEAGUE	
[1]	JOB NO: 23-11-272	DATE: 11/ 7/23
[2]	LOCATION: FORT PIERCE, FLORIDA	
[3]	DRAWING NAME: SIDEWALL FRAMING LAYOUT	SCALE: NONE
[4]	DRAWING NO: PAGE 3	DRAWN BY: MS / CHECKED BY:

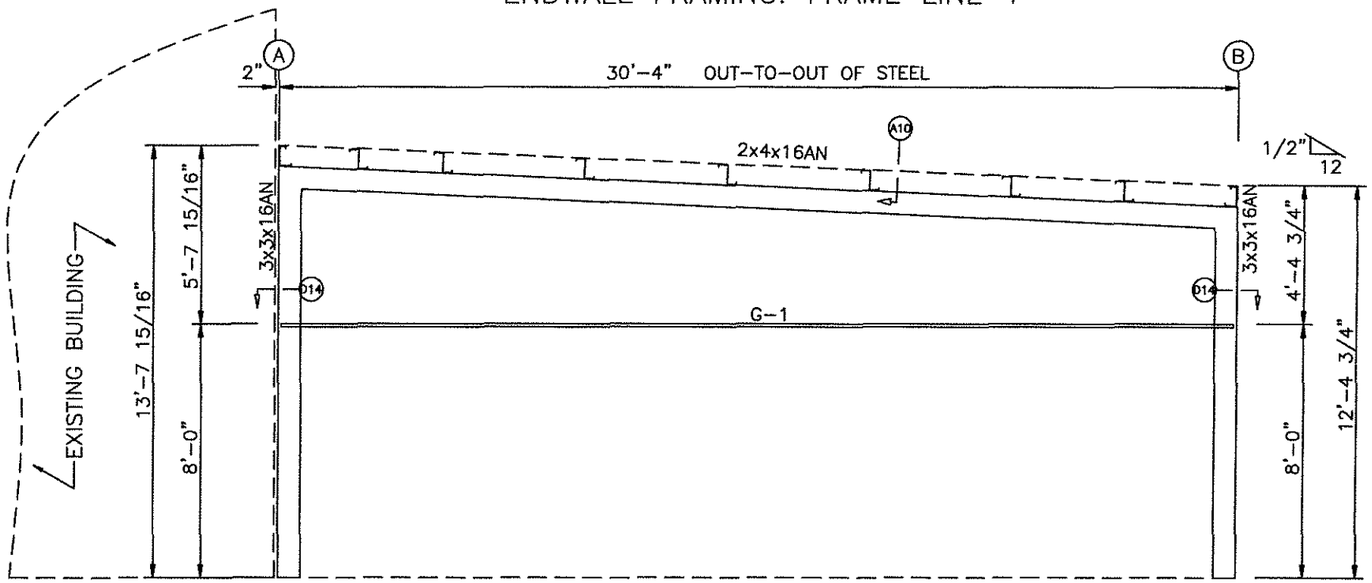
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ENDWALL FRAMING: FRAME LINE 1

MEMBER TABLE FRAME LINE 1 & 4		
MARK	PART	LENGTH
G-1	8x25C12	30'-3 1/2"



ENDWALL FRAMING: FRAME LINE 4

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Date: 2023.11.08 13:57:59 -05'00'

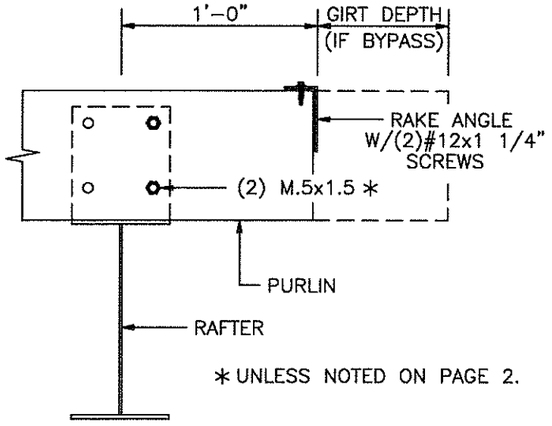
STEEL BUILDING SYSTEMS INC.

REVISIONS	CUSTOMER: FT. PIERCE POLICE ATHLETIC LEAGUE		
[1]	JOB NO: 23-11-272	DATE: 11/ 7/23	
[2]	LOCATION: FORT PIERCE, FLORIDA		
[3]	DRAWING NAME: ENDWALL FRAMING LAYOUT		SCALE: NONE
[4]	DRAWING NO: PAGE 4	DRAWN BY: MS	CHECKED BY:

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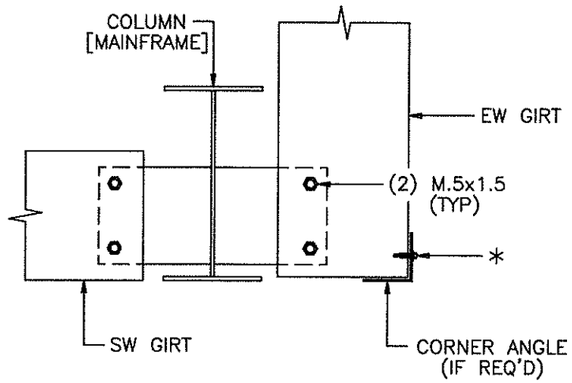
DETAIL A10



* UNLESS NOTED ON PAGE 2.

PURLIN TO ENDWALL RAFTER

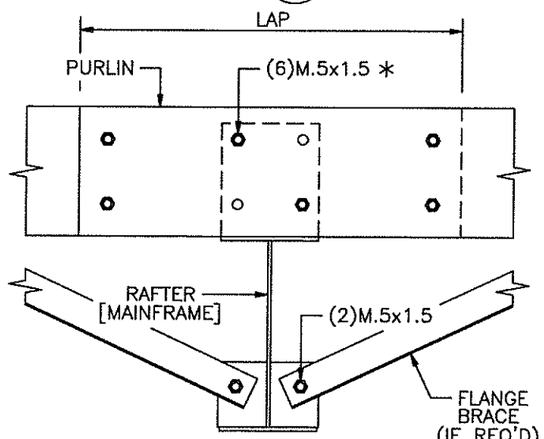
DETAIL D14



* (2)#12x1 1/4" SCREWS

GIRT CONNECTIONS AT EXPANDABLE ENDWALL

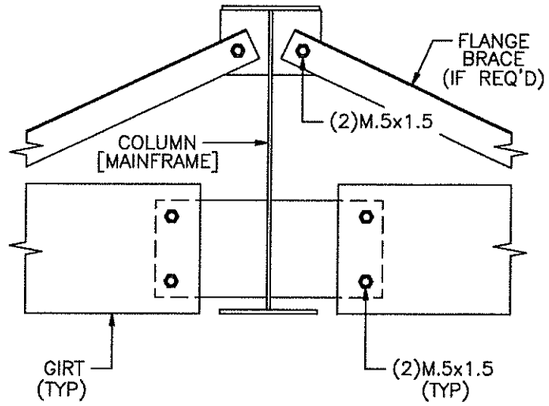
DETAIL G2



* UNLESS NOTED ON PAGE 2.

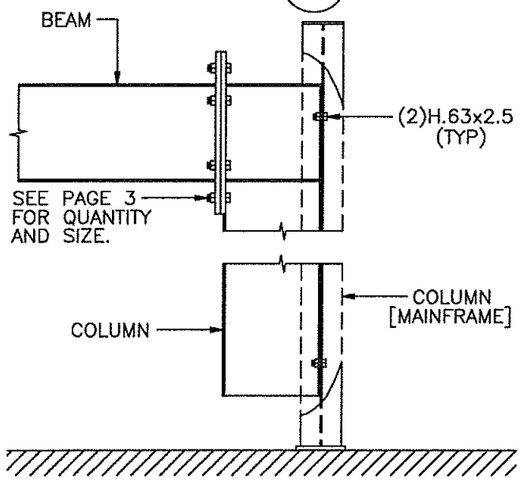
PURLIN TO MAINFRAME RAFTER

DETAIL H6



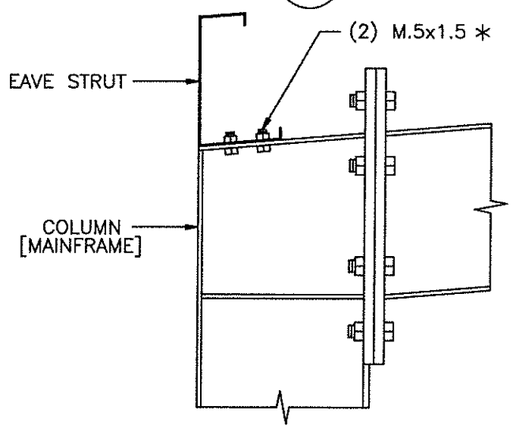
GIRT TO MAINFRAME COLUMN

DETAIL H9



WIND FRAME DETAIL

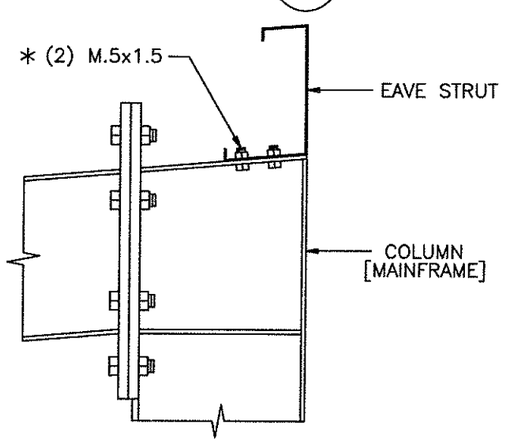
DETAIL J1



* UNLESS NOTED ON PAGE 2.

EAVE STRUT CONNECTION AT MAINFRAME

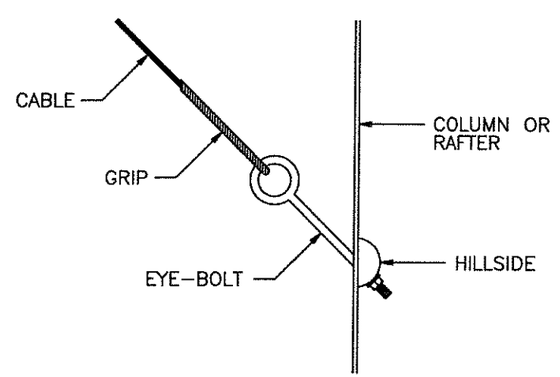
DETAIL J7



* UNLESS NOTED ON PAGE 2.

EAVE STRUT CONNECTION AT MAINFRAME

DETAIL Q2



CABLE INSTALLATION DETAIL

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Date: 2023.11.08 13:57:46 -05'00'

STEEL BUILDING SYSTEMS INC.

REVISIONS	CUSTOMER: FT. PIERCE POLICE ATHLETIC LEAGUE		
[1]	JOB NO: 23-11-272	DATE: 11/ 7/23	
[2]	LOCATION: FORT PIERCE, FLORIDA		
[3]	DRAWING NAME: FRAMING DETAILS		SCALE: NONE
[4]	DRAWING NO: PAGE 5	DRAWN BY: MS	CHECKED BY:

STRUCTURAL STAMP

GLEN STUART ASHLEY
LICENSE
No. 62216
STATE OF FLORIDA
PROFESSIONAL ENGINEER

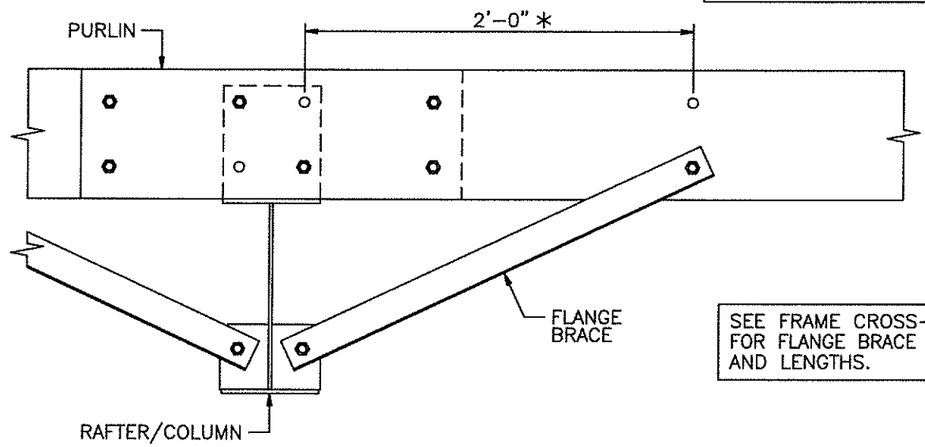
NOTE:

THE PROPER TIGHTENING AND INSPECTION OF ALL FASTENERS IS THE RESPONSIBILTY OF THE ERECTOR. ALL HEAVY STRUCTURAL (A325, A490) BOLTS AND NUTS MUST BE TIGHTENED TO A SNUG–TIGHTENED CONDITION AS SHOWN BELOW. A325 AND A490 BOLTS ARE DESIGNATED BY "SBS" WITH A "H". (ex: H.63x2.0 OR H.75x2.75)

SNUG–TIGHTENED CONDITION:

ALL BOLTED JOINTS WITH A325 TYPE 1 BOLTS ARE SPECIFIED AS SNUG–TIGHTENED JOINTS, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH THE "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS, JUNE 30, 2004." PRETENSIONING METHODS, INCLUDING TURN–OF–NUT AND CALIBRATED WRENCH, ARE NOT REQUIRED UNLESS NOTED OTHERWISE.

THE SNUG–TIGHTENED CONDITION IS DEFINED AS "THE TIGHTNESS THAT IS ATTAINED WITH A FEW IMPACTS OF AN IMPACT WRENCH OR THE FULL EFFORT OF AN IRON–WORKER USING AN ORDINARY SPUD WRENCH TO BRING THE PLIES INTO FIRM CONTACT." FIRM CONTACT IS FURTHER DEFINED AS "THE CONDITION WHEN THE PLANES OF CONTACT BETWEEN TWO PLIES ARE SOLIDLY SEATED AGAINST EACH OTHER, BUT NOT NECESSARILY IN CONTINUOUS CONTACT."



FLANGE BRACE INSTALLATION DETAILS

GLEN S ASHLEY

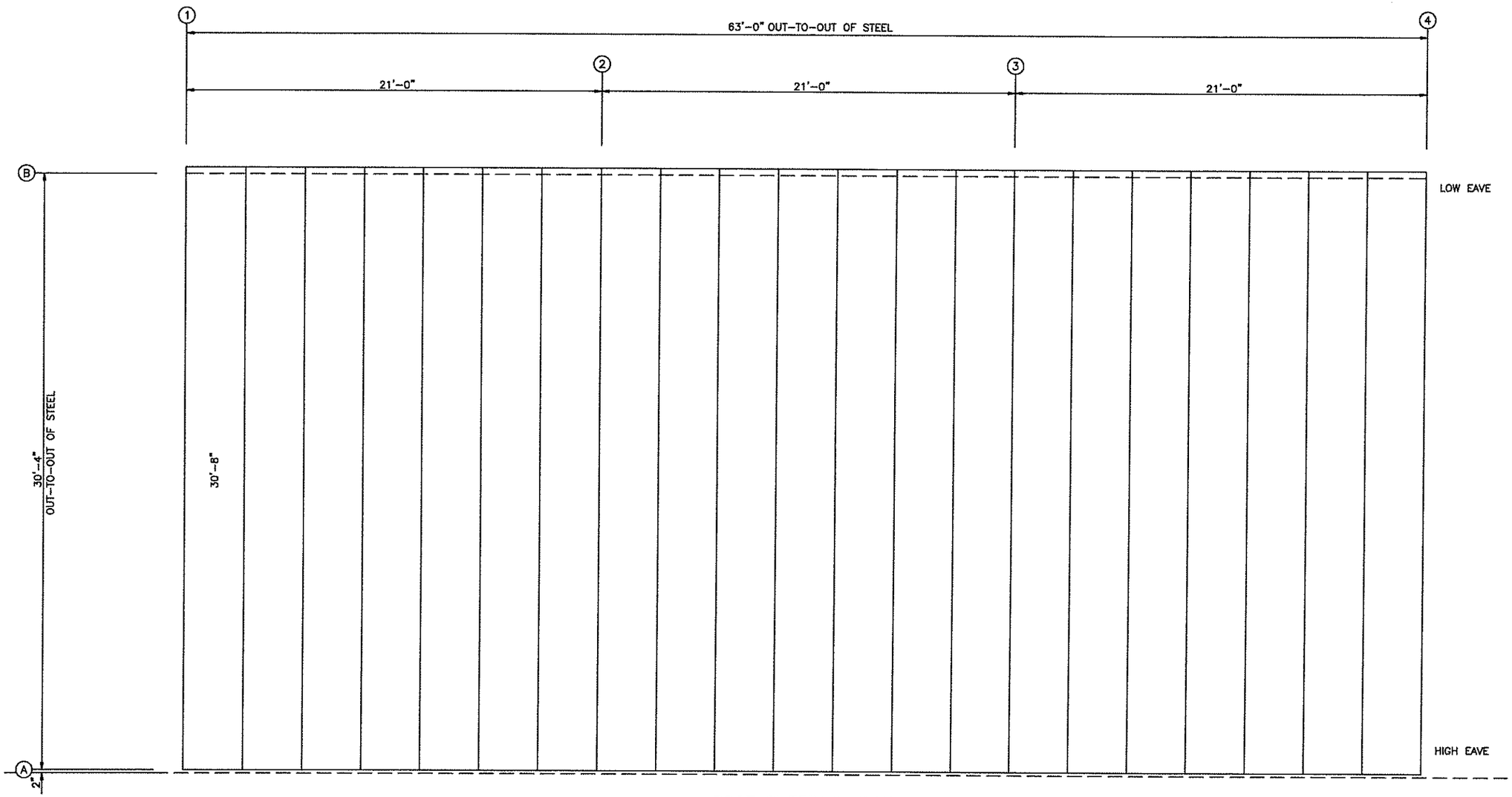
Digitally signed by GLEN S ASHLEY
Date: 2023.11.08 13:57:33 -05'00'

STEEL BUILDING SYSTEMS INC.

REVISIONS	CUSTOMER: FT. PIERCE POLICE ATHLETIC LEAGUE		
[1]	JOB NO: 23–11–272	DATE: 11/ 7/23	
[2]	LOCATION: FORT PIERCE, FLORIDA		
[3]	DRAWING NAME: FRAMING DETAILS		SCALE: NONE
[4]	DRAWING NO: PAGE 5.1	DRAWN BY: MS	CHECKED BY:

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GLEN STUART ASHLEY
LICENSE
No. 62216
STATE OF FLORIDA
PROFESSIONAL ENGINEER



ROOF SHEETING PLAN

PANELS: 26 GA. R – GALVALUME

FL#11819.5

GLEN S ASHLEY

Digitally signed by GLEN S ASHLEY
Date: 2023.11.08 13:57:20 -05'00'

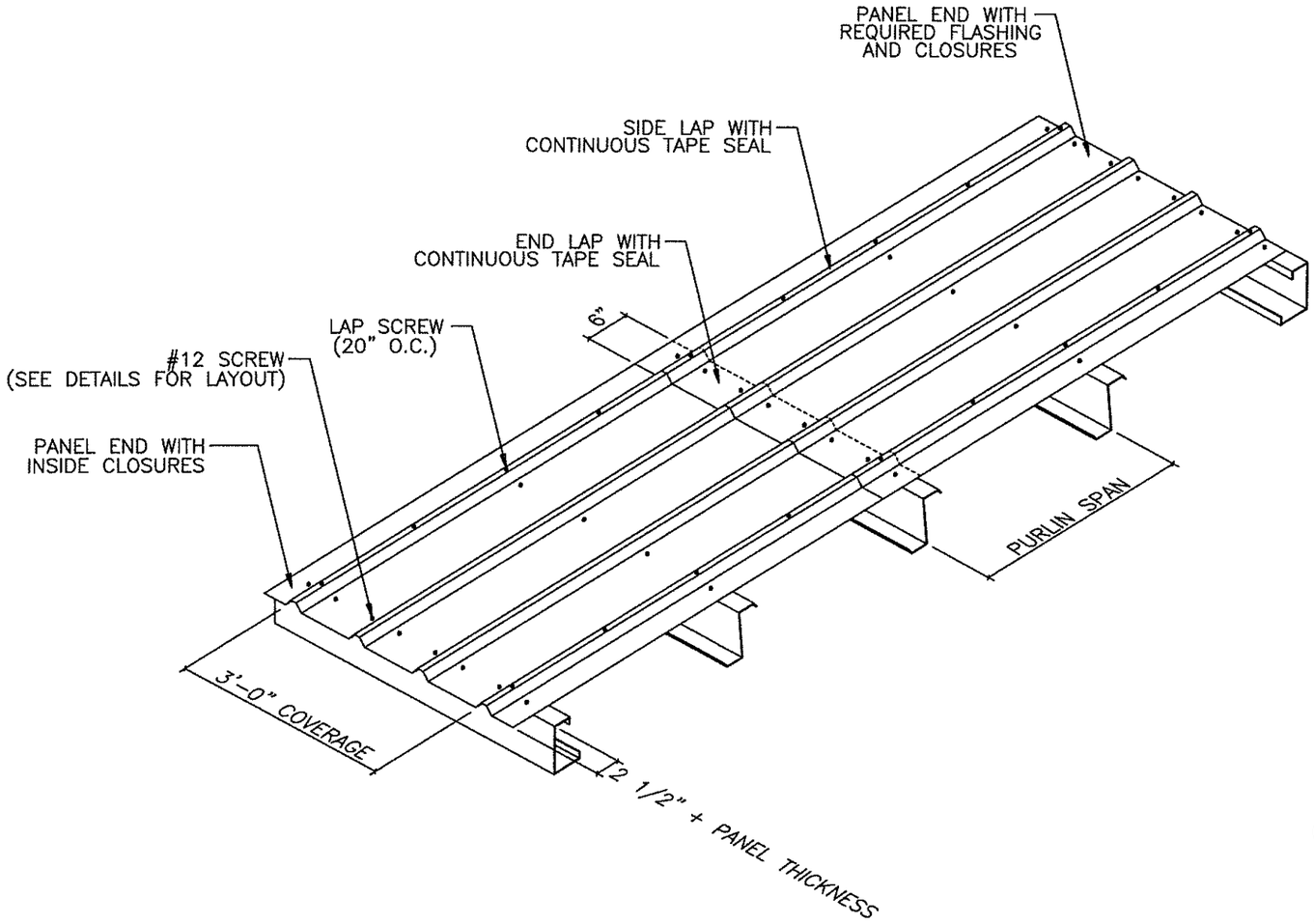
EXISTING BUILDING

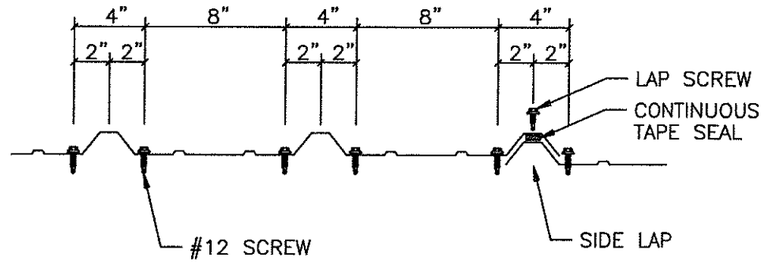
STEEL BUILDING SYSTEMS INC.

REVISIONS	CUSTOMER: FT. PIERCE POLICE ATHLETIC LEAGUE		
[1]	JOB NO: 23-11-272	DATE: 11/ 7/23	
[2]	LOCATION: FORT PIERCE, FLORIDA		
[3]	DRAWING NAME: ROOF PANELS & TRIM		SCALE: NONE
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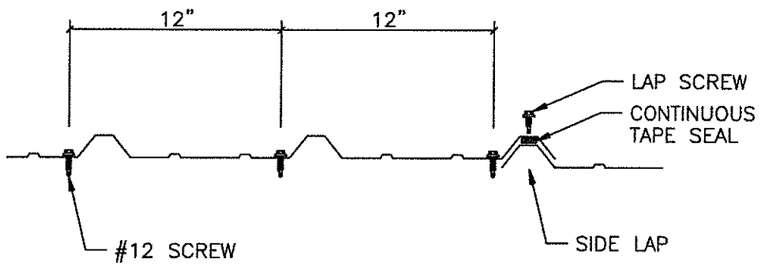
STRUCTURAL STAMP

GLEN STUART ASHLEY
LICENSE
No. 62216
STATE OF FLORIDA
PROFESSIONAL ENGINEER





DETAIL AT PANEL END



DETAIL AT INTERIOR OF PANEL

NOTES:

[1] ALL END LAPS MUST BE A MINIMUM OF 6".

[2] METAL SHAVINGS MUST BE SWEPT FROM THE ROOF EACH DAY DURING ERECTION TO PREVENT SURFACE RUSTING.

[3] TAPE SEAL MUST BE APPLIED WITH NO GAPS OR BREAKS.

[4] #12 SCREWS ARE USED TO ATTACH THE PANEL TO THE PURLINS. #14 LAP SCREWS ARE USED AT THE PANEL–TO–PANEL ATTACHMENTS. ALL FASTENERS ARE SELF–DRILLING.

GLEN S ASHLEY

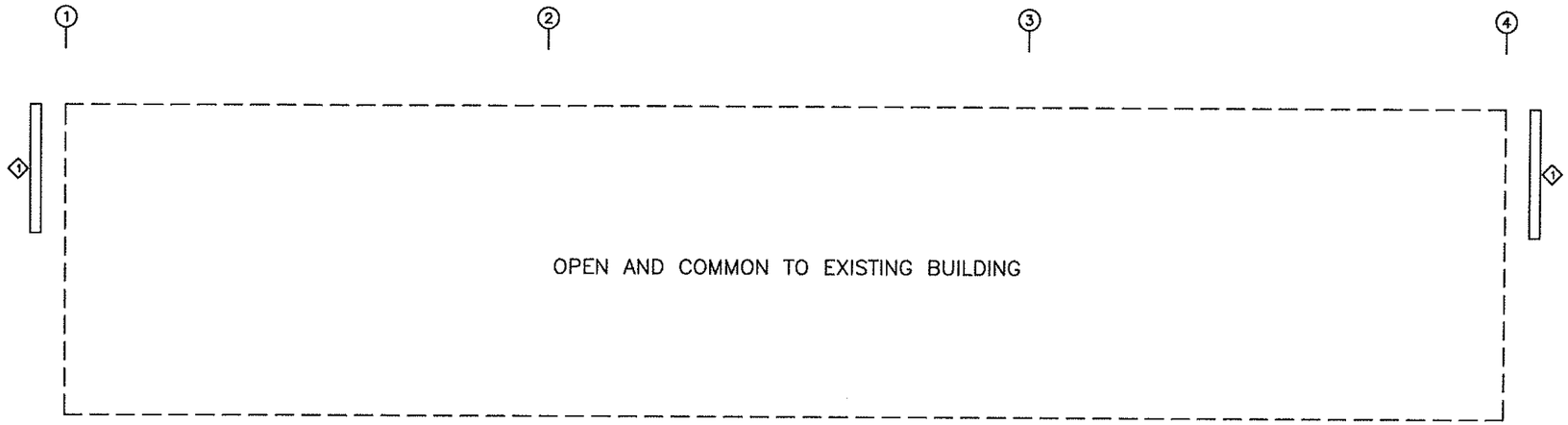
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Date: 2023.11.08 13:57:07 -05'00'

STEEL BUILDING SYSTEMS INC.

REVISIONS	CUSTOMER: FT. PIERCE POLICE ATHLETIC LEAGUE		
[1]	JOB NO: 23–11–272	DATE: 11/ 7/23	
[2]	LOCATION: FORT PIERCE, FLORIDA		
[3]	DRAWING NAME: ROOF PANEL DETAILS		SCALE: NONE
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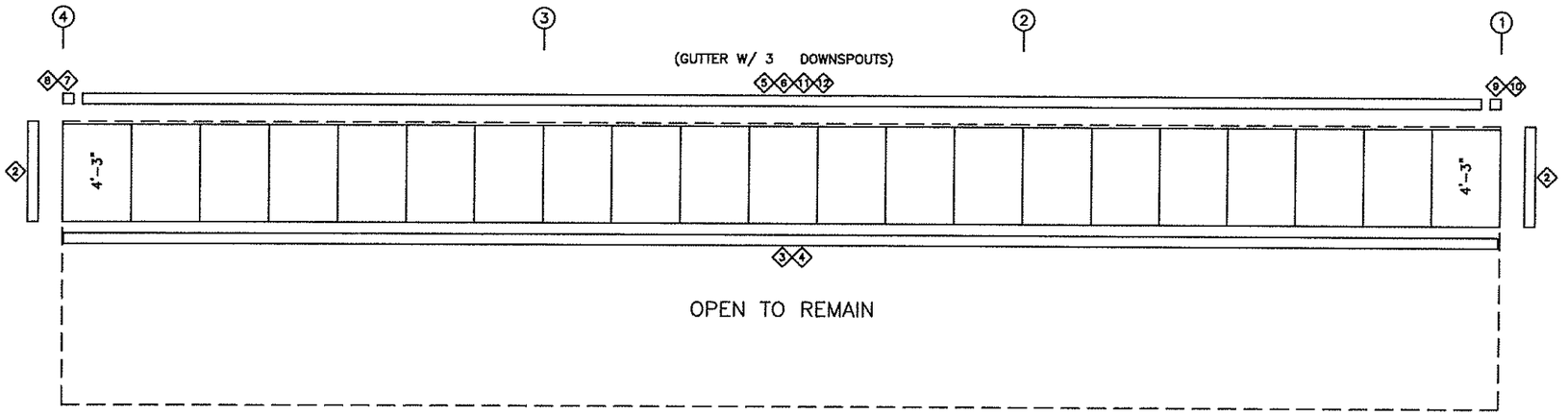
STRUCTURAL STAMP

GLEN STUART ASHLEY
LICENSE
No. 62216
STATE OF FLORIDA
PROFESSIONAL ENGINEER



SIDEWALL SHEETING & TRIM: FRAME LINE A

TRIM TABLE FRAME LINE A & B		
◇ID	PART	LENGTH
1	R JAMB	5'-11"
2	O/S CORN	4'-5"
3	R HEAD	20'-3"
4	R HEAD	3'-0"
5	GUTTER	20'-3"
6	GUTTER	3'-0"
7	GUTEND L	
8	CORBOX L	
9	GUTEND R	
10	CORBOX R	
11	PNL CAP	20'-3"
12	PNL CAP	3'-0"



SIDEWALL SHEETING & TRIM: FRAME LINE B

PANELS: 26 GA. R - LIGHT STONE

FL#11917.5

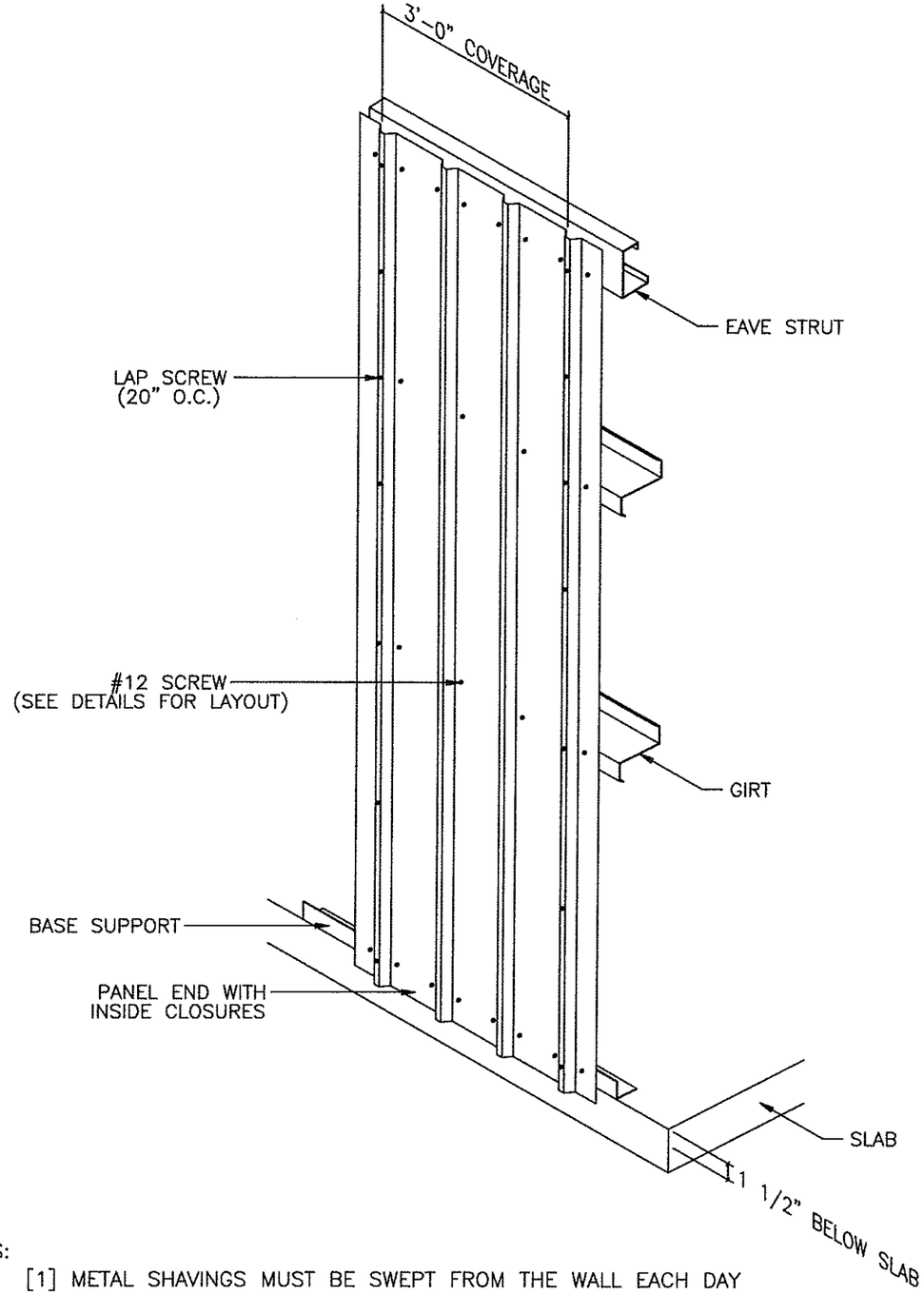
GLEN S ASHLEY Digitally signed by GLEN S ASHLEY Date: 2023.11.08 13:56:50 -05'00'

STEEL BUILDING SYSTEMS INC.

REVISIONS	CUSTOMER: FT. PIERCE POLICE ATHLETIC LEAGUE		
[1]	JOB NO: 23-11-272	DATE: 11/ 7/23	
[2]	LOCATION: FORT PIERCE, FLORIDA		
[3]	DRAWING NAME: SIDEWALL PANELS & TRIM		SCALE: NONE
[4]	DRAWING NO: PAGE 7	DRAWN BY: MS	CHECKED BY:

STRUCTURAL STAMP

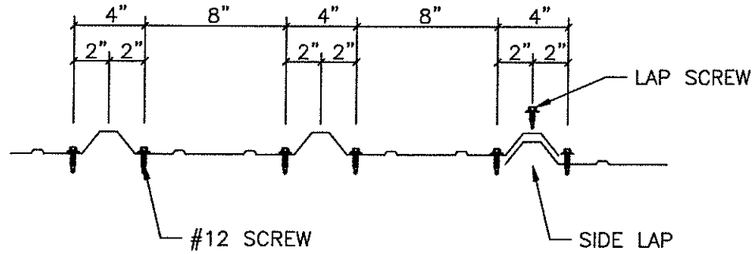
GLEN STUART ASHLEY LICENSE No. 62216 STATE OF FLORIDA PROFESSIONAL ENGINEER



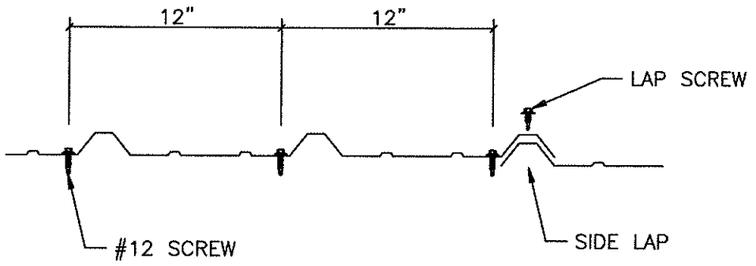
NOTES:

[1] METAL SHAVINGS MUST BE SWEPT FROM THE WALL EACH DAY DURING ERECTION TO PREVENT SURFACE RUSTING.

[2] #12 SCREWS ARE USED TO ATTACH THE PANEL TO THE GIRTS. #14 LAP SCREWS ARE USED AT THE PANEL-TO-PANEL ATTACHMENTS. ALL FASTENERS ARE SELF-DRILLING.



DETAIL AT PANEL END
DETAIL AT HEADER/SILL
DETAIL AT PARTIAL WALL



DETAIL AT INTERIOR OF PANEL

GLEN S ASHLEY

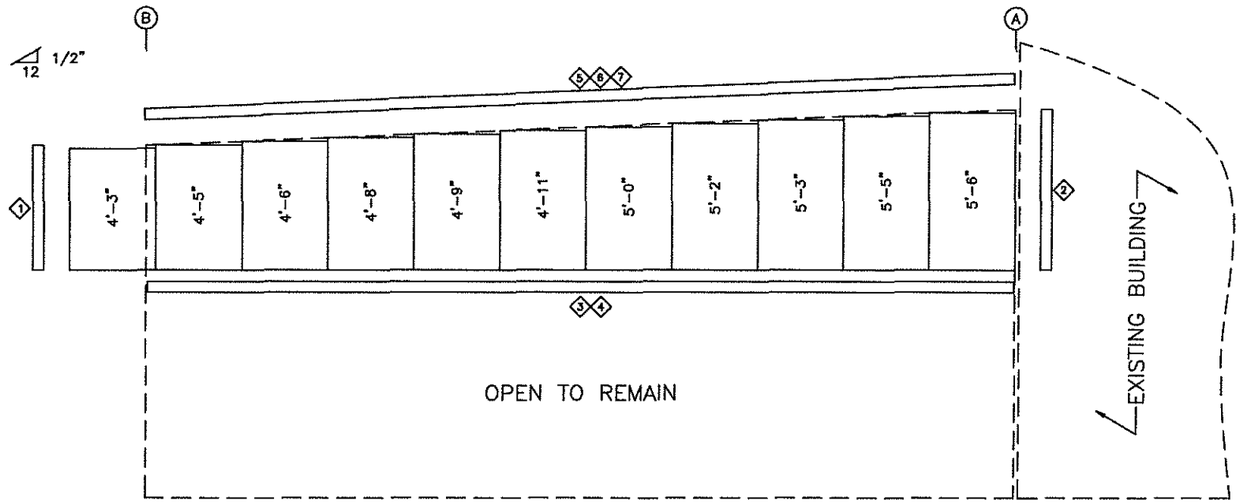
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Date: 2023.11.08 13:56:35 -05'00'

STEEL BUILDING SYSTEMS INC.

REVISIONS	CUSTOMER: FT. PIERCE POLICE ATHLETIC LEAGUE		
[1]	JOB NO: 23-11-272	DATE: 11/ 7/23	
[2]	LOCATION: FORT PIERCE, FLORIDA		
[3]	DRAWING NAME: SIDEWALL PANEL DETAILS		SCALE: NONE
[4]	DRAWING NO: PAGE 7.1	DRAWN BY: MS	CHECKED BY:

STRUCTURAL STAMP

GLEN STUART ASHLEY
LICENSE
No. 62216
STATE OF FLORIDA
PROFESSIONAL ENGINEER

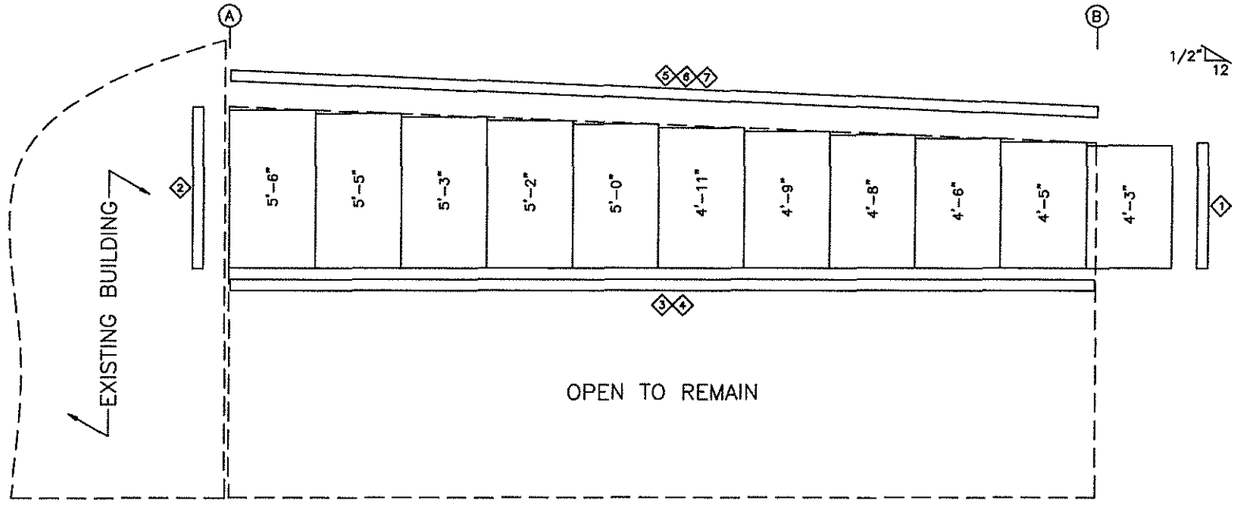


ENDWALL SHEETING & TRIM: FRAME LINE 1

PANELS: 26 GA. R – LIGHT STONE

FL#11917.5

TRIM TABLE FRAME LINE 1 & 4		
◇ID	PART	LENGTH
1	O/S CORN	4'-5"
2	R JAMB	5'-11"
3	R HEAD	20'-3"
4	R HEAD	10'-4"
5	RAKE TRM	20'-3"
6	RAKE TRM	10'-5"
7	RAKE BOX	



ENDWALL SHEETING & TRIM: FRAME LINE 4

PANELS: 26 GA. R – LIGHT STONE

FL#11917.5

GLEN S ASHLEY

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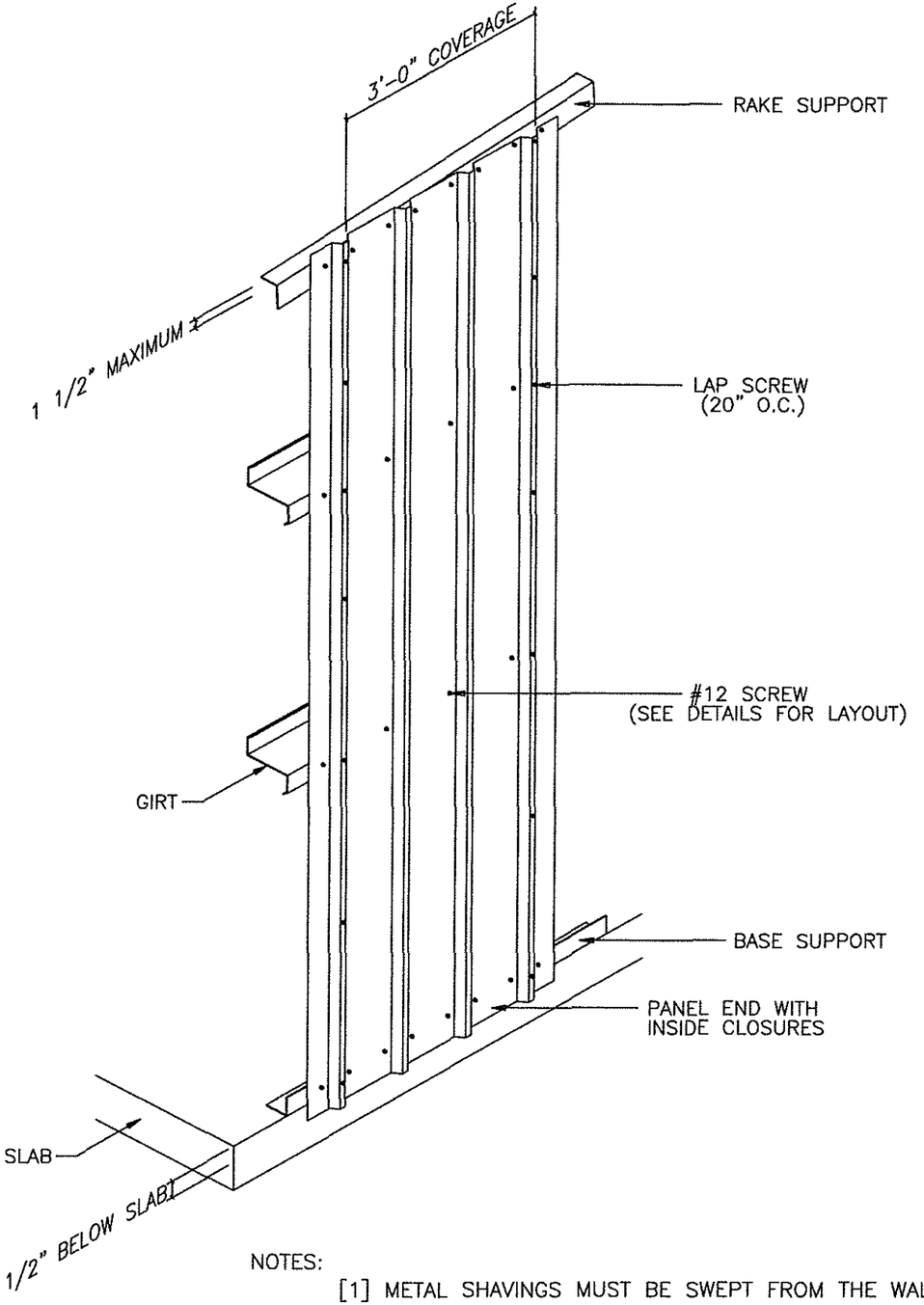
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STEEL BUILDING SYSTEMS INC.

REVISIONS	CUSTOMER: FT. PIERCE POLICE ATHLETIC LEAGUE		
[1]	JOB NO: 23-11-272	DATE: 11/ 7/23	
[2]	LOCATION: FORT PIERCE, FLORIDA		
[3]	DRAWING NAME: ENDWALL PANELS & TRIM		SCALE: NONE
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STRUCTURAL STAMP

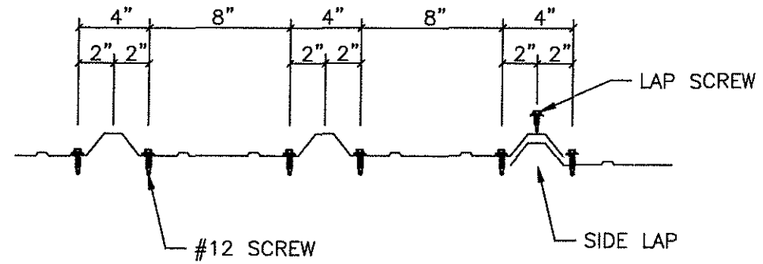
GLEN STUART ASHLEY LICENSE No. 62216 STATE OF FLORIDA PROFESSIONAL ENGINEER



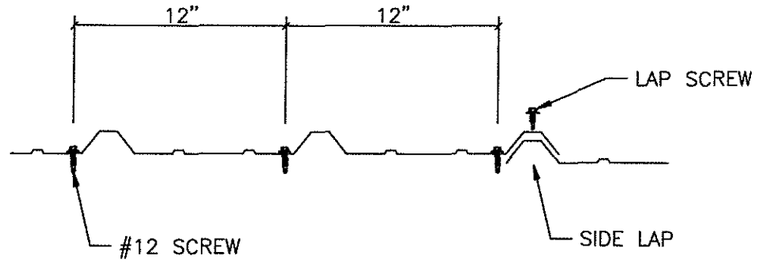
NOTES:

[1] METAL SHAVINGS MUST BE SWEPT FROM THE WALL EACH DAY DURING ERECTION TO PREVENT SURFACE RUSTING.

[2] #12 SCREWS ARE USED TO ATTACH THE PANEL TO THE GIRTS. #14 LAP SCREWS ARE USED AT THE PANEL-TO-PANEL ATTACHMENTS. ALL FASTENERS ARE SELF-DRILLING.



DETAIL AT PANEL END
DETAIL AT HEADER/SILL
DETAIL AT PARTIAL WALL



DETAIL AT INTERIOR OF PANEL

GLEN S ASHLEY

Digitally signed by GLEN S ASHLEY
Date: 2023.11.08 13:56:06 -05'00'

STEEL BUILDING SYSTEMS INC.

REVISIONS	CUSTOMER: FT. PIERCE POLICE ATHLETIC LEAGUE		
[1]	JOB NO: 23-11-272	DATE: 11/ 7/23	
[2]	LOCATION: FORT PIERCE, FLORIDA		
[3]	DRAWING NAME: ENDWALL PANEL DETAILS		SCALE: NONE
[4]	DRAWING NO: PAGE 8.1	DRAWN BY: MS	CHECKED BY:

STRUCTURAL STAMP

GLEN STUART ASHLEY
LICENSE
No. 62216
STATE OF FLORIDA
PROFESSIONAL ENGINEER

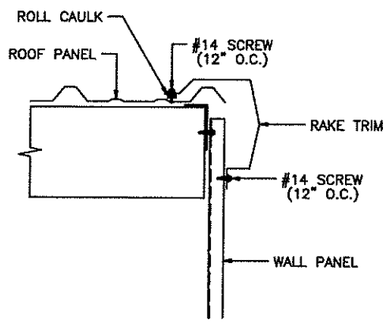
TRIM NOTES:

[1] SEAL TRIM SPLICES WITH TUBE CAULK.

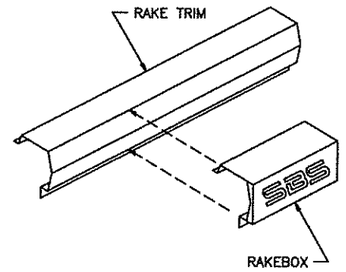
[2] SECURE GUTTER SPLICES AND END PLUGS WITH RIVETS.

[3] SECURE ALL OTHER ROOF TRIM SPLICES WITH TRIM SCREWS UNLESS NOTED OTHERWISE.

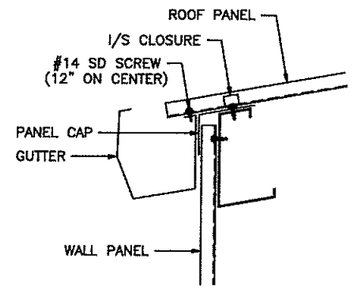
[4] TRIM SCREWS ARE LOCATED 12" ON CENTER UNLESS NOTED OTHERWISE.



RAKE TRIM DETAIL

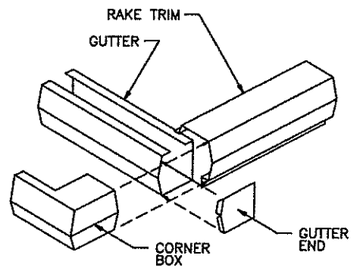


RAKEBOX DETAIL

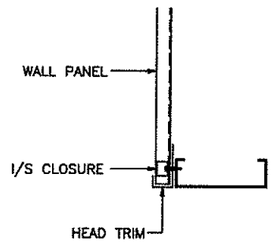


NOTE: INSTALL GUTTER STRAPS 3'0" ON CENTER.

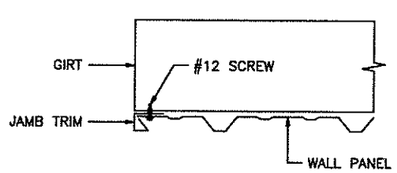
GUTTER DETAIL



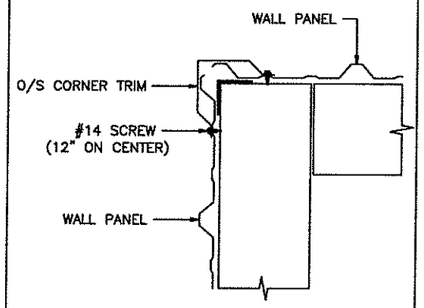
GUTTER END DETAIL



HEAD TRIM DETAIL AT HEADER



JAMB TRIM DETAIL AT GIRT



O/S CORNER DETAIL

GLEN S ASHLEY

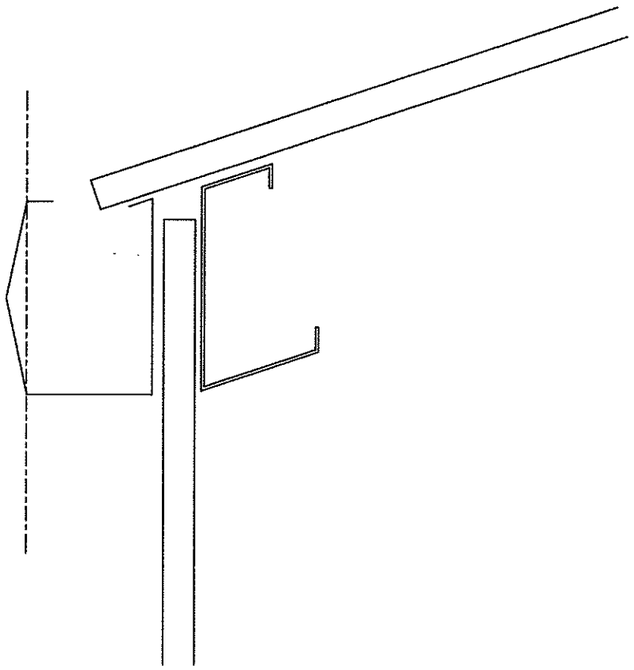
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Date: 2023.11.08 13:55:50 -05'00'

STEEL BUILDING SYSTEMS INC.

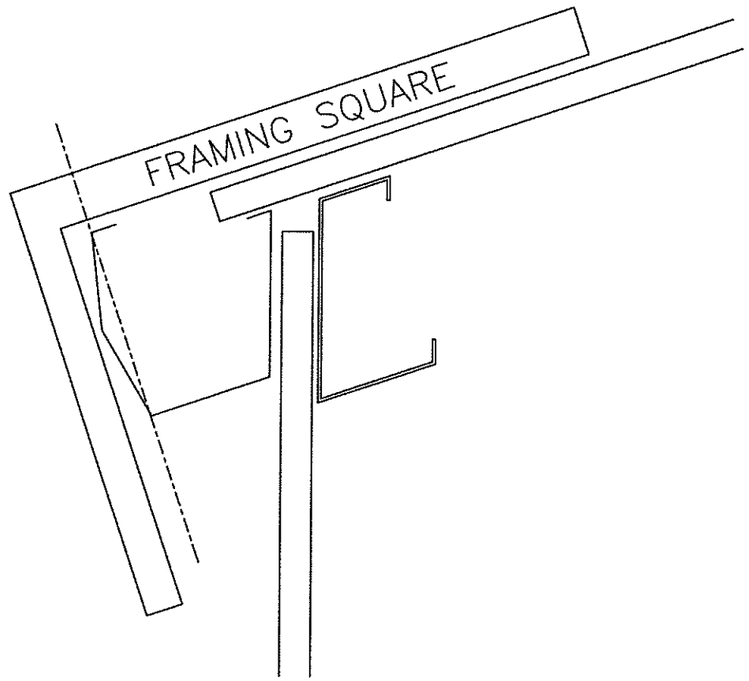
REVISIONS			
[1]	CUSTOMER: FT. PIERCE POLICE ATHLETIC LEAGUE		
[2]	JOB NO: 23-11-272	DATE: 11/ 7/23	
[3]	LOCATION: FORT PIERCE, FLORIDA		
[4]	DRAWING NAME: TRIM DETAILS		SCALE: NONE
	DRAWING NO: PAGE 9	DRAWN BY: MS	CHECKED BY:

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GLEN STUART ASHLEY
LICENSE
No. 62216
STATE OF FLORIDA
PROFESSIONAL ENGINEER



DO NOT INSTALL GUTTER WITH OUTSIDE FACE PERPENDICULAR TO THE GROUND.



INSTALL GUTTER WITH OUTSIDE FACE PERPENDICULAR TO THE ROOF.

GUTTER INSTALLATION DETAIL

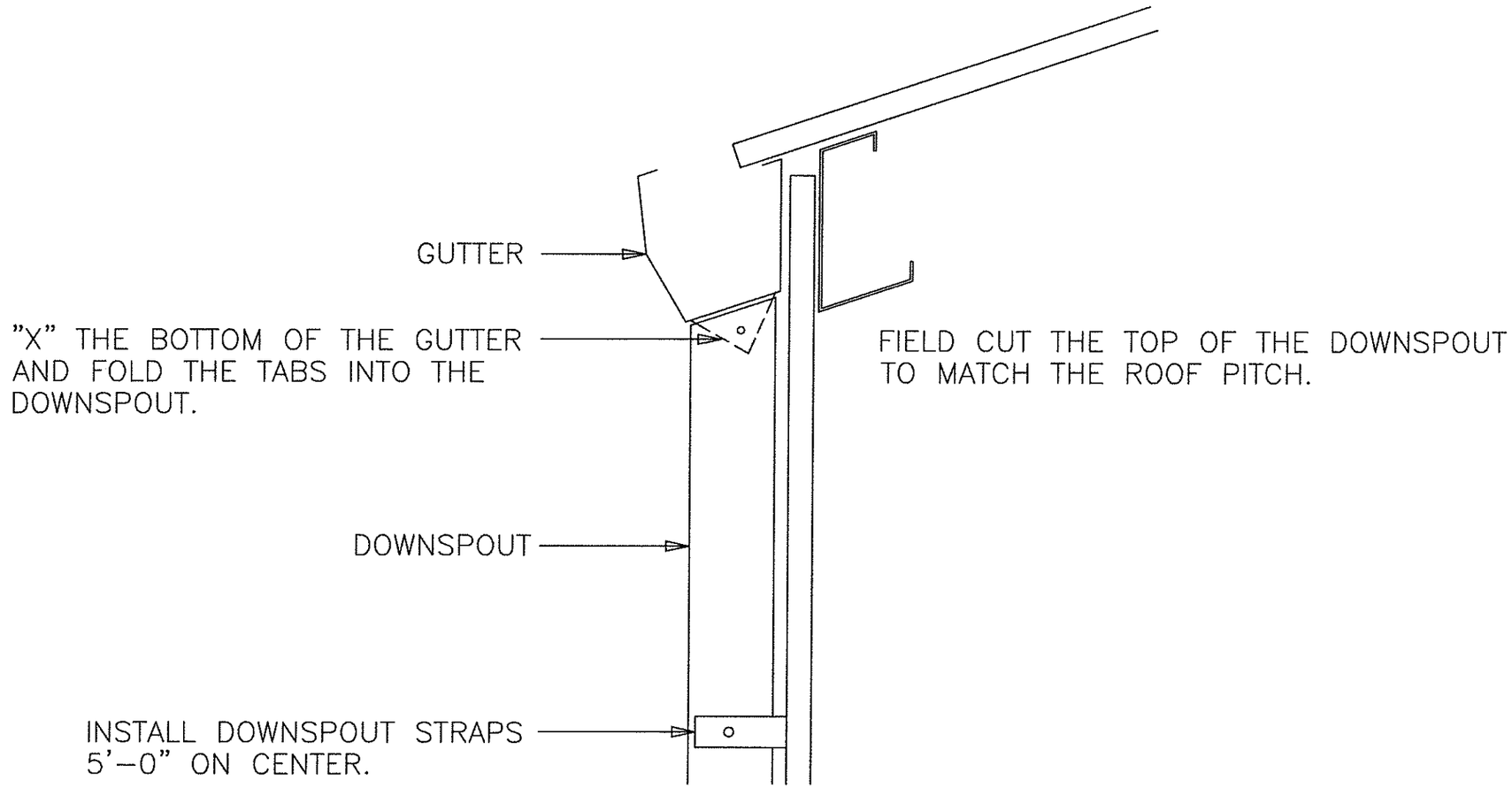
GLEN S ASHLEY Digitally signed by GLEN S ASHLEY Date: 2023.11.08 13:55:33 -05'00'

STEEL BUILDING SYSTEMS INC.

REVISIONS	CUSTOMER: FT. PIERCE POLICE ATHLETIC LEAGUE		
[1]	JOB NO: 23-11-272	DATE: 11/ 7/23	
[2]	LOCATION: FORT PIERCE, FLORIDA		
[3]	DRAWING NAME: GUTTER INSTALL DETAILS		SCALE: NONE
[4]	DRAWING NO: PAGE 9.1	DRAWN BY: MS	CHECKED BY:

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GLEN STUART ASHLEY LICENSE No. 62216 STATE OF FLORIDA PROFESSIONAL ENGINEER



DOWNSPOUT INSTALLATION DETAIL

GLEN S ASHLEY Digitally signed by GLEN S ASHLEY Date: 2023.11.08 13:54:55 -05'00'

STEEL BUILDING SYSTEMS INC.

REVISIONS	CUSTOMER: FT. PIERCE POLICE ATHLETIC LEAGUE		
[1]	JOB NO: 23-11-272	DATE: 11/ 7/23	
[2]	LOCATION: FORT PIERCE, FLORIDA		
[3]	DRAWING NAME: DOWNSPOUT INSTALL DETAILS		SCALE: NONE
[4]	DRAWING NO: PAGE 9.2	DRAWN BY: MS	CHECKED BY:

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GLEN STUART ASHLEY LICENSE No. 62216 STATE OF FLORIDA PROFESSIONAL ENGINEER

STEEL BUILDING SYSTEMS
COLOR CHART

SIGNATURE® 200
STANDARD COLORS
26- AND 24-GAUGE MATERIAL

Siliconized Polyester
Polar White is a Straight Polyester.

* Also available in 29-gauge
** Minimum quantities and/or extended lead times required for 24-gauge. Please inquire.

HAWAIIAN BLUE** ★ SR .31 SRI 31	CRIMSON RED** ★ SR .32 SRI 33	FERN GREEN** ★ SR .29 SRI 29	BURNISHED SLATE** ★ SR .34 SRI 36
ASH GRAY ★ SR .45 SRI 50	SADDLE TAN ★ SR .47 SRI 53	DESERT SAND ★ SR .42 SRI 47	KOKO BROWN ★ SR .35 SRI 37
CHARCOAL GRAY** ★ SR .38 SRI 41	COBALT BLUE** ★ SR .26 SRI 24	RUSTIC RED ★ SR .37 SRI 39	LIGHT STONE ★ SR .56 SRI 66
POLAR WHITE* ★ SR .58 SRI 68	SOLAR WHITE** ★ SR .71 SRI 86		

SIGNATURE® 300
STANDARD COLORS
26-GAUGE MATERIAL
PBR, PBU, AVP, PBC, PBD
PANELS ONLY

* Also available in 24-gauge
** Minimum quantities and/or extended lead times required for 24-gauge. Please inquire.
† Minimum quantities and/or extended lead times required for all gauges. Please inquire.

MEDIUM BRONZE* ★ SR .29 SRI 28	SNOW WHITE* ★ SR .65 SRI 78	SLATE GRAY** ★ SR .37 SRI 39	ALMOND* ★ SR .63 SRI 75
CLASSIC GREEN** ★ SR .27 SRI 26	BROWNSTONE* ★ SR .47 SRI 53	BRITE RED † ★ SR .49 SRI 55	HARBOR BLUE** ★ SR .28 SRI 27
BONE WHITE** ★ SR .70 SRI 85			

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@steelbuildingsystems · facebook.com/sbsadelga · sbsga.com

DIFRANCESCO CONSTRUCTION INC

Michael DiFrancesco
President
License # CBC1265203

8840 Lonesome Pine Trail
Ft Pierce Fla 34945

Home 772-465-8231
Cell 201-7797
Fax 465-7873

Estimate

November 17, 2023
RE: Ft Pierce Police Athletic League
2203 Orange Avenue
Ft Pierce Fla 34950

DiFrancesco Construction Proposes to build a 1928 Sq Ft shade structure. Said Structure will be built according to Owner supplied plans. All work to be permitted through the City of Ft Pierce.

Total Labor and Materials $65,000

Michael DiFrancesco
DiFrancesco Construction Inc

Fort Pierce Police Athletic League

7 items

Sort application by: Account

Account	Product	Balance	Closed/ Zero Balance	Maturity	Status	Remarks	Enrolled in Package
Deposit		**68,791.21**					
800125956	Business Ce...	15,849.58			Open	No	No
4137163171	Business Ch...	52,941.63			Open	Yes	No
6014790172	Seacoast Bu...	0.00	11/09/2023		Closed at ...	Yes	No
Cardbase		**0.00**					
480278XXXXXX450	Business Vis...					No	No
480278XXXXXX652	Business Vis...					No	No
480278XXXXXX230	Business Vis...					No	No
Miscellaneous		**0.00**					
905754	Business Int...	0.00			Open	Yes	No

Print

2023 COMMERCIAL FACADE GRANT PROGRAM APPLICATION - Submission #3361

Date Submitted: 11/4/2023

APPLICATION FORM

There is no guarantee that funding will be available for every application submitted, including those that meet the required criteria. Applications will be evaluated, and the four highest ranked properties will be awarded the grant.

To review full grant program overview, visit: FPRA Incentive Program | Fort Pierce, FL - Official Website (choosefortpierce.com)

Property Details:

Parcel ID Number:*

241060700040006

If you do not have your parcel ID, visit https://www.paslc.org/property-search/ to obtain.

Grant Property Address:*

500 Orange Ave Fort Pierce, FL 34950

Property Owner's Name:*

Stan & Jean Synkoski

Building's New Use(s) (if applicable):

Meeting and Event Venue

Building's Existing Use(s):*

Meeting and Event Venue

Lease Term (if applicable):

Applicant Information:

Applicant Name:*

Stan Synkoski

Applicant Title (Business Owner, Property Owner, Business Partner, etc):*

Business and Property Owner

Email Address:*

insynkinc@gmail.com or fivehundredorange@gmail.com

Phone Number: *

3013325692

Business Information:

Legal Business Name:

4616 Investment, LLC dba 500 ORANGE EVENT CENTER

Business Type (Restaurant, Retail, Office, etc):

Meeting and Event Center

Employer Identification Number / Tax ID:

81-5068224

Number of Years in Business:

sjklli

Number of Years at Current Address:

2005 COCONUT DRIVE

If not currently open for business at this location, when do you expect to open?

Project Details:

Grant amount requested?

$19,391.26

Note: This grant offers financial assistance in the form of a reimbursable grant, matching 50% up to $25,000.

What is the total cost of the project?

$38,782.53

The costs must be verified by licensed contractors.

Estimated timeframe for the completion of the project:

30-60 days after approval

The project must be started within six (6) months from the date of the FPRA Board approval and completed within 12 months of the building permit issuance. Failure to do so, without an approved deviation by the FPRA, will result in termination of the grant.

General Description of Proposed Improvements:*

- [x] Awnings/Canopies
- [ ] Signs
- [ ] Walls
- [ ] Fencing
- [ ] Landscaping/Irrigation
- [ ] Mural/Art Installation
- [x] Exterior Painting
- [x] Building Facade
- [x] Windows/Doors
- [ ] Parking lot repaving, resealing, and/or restriping
- [ ] Patio deck
- [ ] Roofing
- [x] Security cameras/system
- [x] Other (explain in narrative below)

Narrative describing the project, improvements to be made, and why this funding is necessary:*

These improvements will add elegance and additional exposure to this historical structure located in the heart of the great city of Fort Pierce, FL. Applicant has made significant investments in the rehabilitation of this historical structure. Due to severe cost overruns during the rehabilitation process the applicant/owner ran out of funds and was not able to complete the aesthetic improvements highlighted in this application. The applicant/owner is now ready to move forward with the improvements. Applicant plans to complete the following: Addition of decorative awnings, repair of stucco and painting of front facade facing Orange Avenue, reglazing and painting of historical windows facing Orange Ave, addition of decorative lighting on upper facade, addition of 2 security cameras to protect building and proposed improvements. SEE ATTACHED DETAILED EXPANATION AND SPECIFICATIONS OF PROPOSED IMPROVEMENTS.

Narrative detailing approach to fully fund this project. Note: This is a dollar-for-dollar matching grant.*

Project will be funded with personal savings from Stan & Jean Synkoski

Narrative describing how this project will address the priorities of the FPRA as outlined in the Redevelopment Plan. This narrative shall identify community benefits resulting from the project.*

The impact of these improvements will be visible to 20,000+ vehicles entering our great City on Orange Avenue, the Gateway to downtown Fort Pierce. The impact of the proposed improvements will, most certainly add to the charm and elegance and help project a positive impression to local residents and the many visitors arriving here for the first time and/or repeat experiences at our City and Beaches. SEE DETAILED NARRATIVE ATTACHED.

To view the FPRA Plan, visit: https://cityoffortpierce.com/DocumentCenter/View/9381/2020-Updated-FPRA-Plan

Required Documentation:

Color photograph of the existing condition of the FRONT of building (1 of 2):*

EPSON012.PDF

Color photograph of the existing condition of the FRONT of building (2 of 2):*

EPSON012.PDF

Project plans and renderings and any other relevant materials that convey the physical improvements proposed to be made:*

EPSON013.PDF

Design and construction plans for the proposed improvements.*

EPSON013.PDF

Provide examples of project colors, design, materials and specifications.*

EPSON013.PDF

Proof of ability to fully fund the project.*

EPSON018.PDF

Attach a letter describing why this property should be selected to receive a grant. Please include how this project meets the goals and objectives of the FPRA Plan.*

EPSON017.PDF

Cost Estimates*

EPSON016.PDF

A minimum of one (1) cost estimate from a licensed contractor issued within the previous 90 days of this application submission. Estimates should be broken out in detail, especially if any non-eligible improvements are being completed, as this allows FPRA to compare based on only grant eligible improvements being performed.

Signature

Electronic Signature*

Stanley A. Synkoski

I certify that the information provided in this application is true and accurate to the best of my ability and no false or misleading statements have been made to secure approval of this application.

By typing your name in the box above, you are signing the document electronically. You agree that your electronic signature has the same validity as your handwritten signature.



SITE MAP

500 ORANGE AVE
FORT PIERCE, FL 34950

500 ORANGE



: EXISTING CONDITION

DATE: November 4, 2023
T0: FPRA Commercial Façade Grant Administrator
RE: COMMERCIAL FACADE GRANT

As the owner of the property located at 500 Orange Avenue Fort Pierce, FL 34950 we respectfully submit our application for the **Commercial Facade Grant.** We purchased this building in late 2017 from the City of Fort Pierce. This structure was built in 1935 and is proudly listed on the "National Register of Historic Places" in Washington, DC. The building, constructed under the Works Progress Administration (WPA) served as the Post Office and Federal District Courthouse for 85+ years. The building now serves as a wedding and event center and over the past 2 years, the owners of this property have worked with several local, nonprofit and civic organizations providing substantial discounts, and in some cases "free" rental" of the venue for various fundraising and community events (i.e. Main Street Fort Pierce, United Way, SLCFD, Hope Lives, Florida Faith Alliance, Boys & Girls Clubs and many more).

Prior to our purchase, this structure stood vacant and unattended for 20+ years. The building was deteriorating rapidly and in a total state of disrepair. The roof and windows were leaking, the walls and ceiling were falling down, and termite and rodent infestation was clearly apparent. The exterior presentation was that of a "run down, vacant, abandoned building. Due to negligence in the maintenance of the exterior of the building the areas surrounding the building became a "litter trap" and was constantly filled with trash and debris. In summary this property was an eyesore located on the main corridor to our great city.

We are local residents, and we could not allow this to continue. With clear vision and perseverance, we took on the challenge and have been working on renovating this Historic Structure for the past five and a half years. To date we have contributed personal funds in excess of $600,000 in our efforts to preserve and enhance this beautiful structure. While a lot has been done to date, we have much more work to complete. Because the building was vacant and in disrepair for such a long period, few people understand what it is today. There is a need for a nice event venue in Fort Pierce and we just need to let everyone know they DO NOT need to leave our city to find a suitable venue.

Our current plans for additional work on the exterior of the building includes the following:

1) Addition of awnings on front windows to enhance aesthetic appeal of building, build awareness and add elegance to the structure.
   Fabrication and mounting of frames, mounting of canvas.
   *This upgrade has already been approved by the Fort Pierce Historical Preservation Board and on our original permit submittal for the renovations. *(see attached rendering).*
   ESTIMATED COST: $16,500.00

2) Repair wood and window glazing around all exterior windows facing Orange Ave. Due to the historic nature of the building the existing windows (circa 1935) must remain in place. These are individual pane windows that need to be re glazed and repainted. Window glazing is a tedious process as each window has 20 individual panes and each pane must be worked on separately. We have over 80 individual panes that need to be glazed and repainted. We also need to repair stucco and repaint areas designated for the awnings highlighted above.
ESTIMATED COST: $13,450.00

3) Add decorative LED lighting to upper façade on the south, east and west side of building. Once again, this lighting will add elegance to the structure and will be very complementary to the LED lighting the city has recently installed on the lamp posts along this major gateway to Fort Pierce.
ESTIMATED COST $7,479.00

4) Add two additional security cameras to monitor, discourage and prevent any disturbance to the improvements. This will also act as a deterrent to leaving trash in the surrounding area.
ESTIMATED COST $1,353.53

TOTAL ESTIMATED COSTS FOR ALL IMPROVEMENTS: $38,782.53

We feel that these improvements are perfectly aligned with the goals and objectives highlighted in the proposal documents for the Commercial Façade Grant. More specifically we provide the detail below:

- **VISUAL IMPACT:**
  The proposed improvements will most certainly add aesthetic appeal to a building located at a main intersection that is a gateway to our Great City. As motorists and pedestrians pass by, the proposed improvements will add elegance and visual appeal to this iconic structure.

- **ACTIVATION**
  As highlighted above, this building was vacant for 20 years prior to our taking ownership in 2017. We spent the last 4 years years renovating the structure and while we have put forth our best efforts to transform the building into a successful event venue, we have not experienced the bookings needed to achieve profitability.
  Our largest problem is awareness. Folks do not know we are a first-class event center. While potential customers walk and drive by the building daily, they often tell us "I never knew this was an event venue". While this is not a vacant building today, it very well could be if we are not able to solve the awareness issue, increase reservations and maintain a profitable business. We firmly believe that the proposed improvements will, in fact, solve this problem.

- **TYPE**
  The 500 ORANGE Event center clearly meets the goals and objectives of being a "TARGETED TIER" project. The City needs an event venue like this to prevent potential customers from booking events in surrounding counties and municipalities.

- **FPRA PLAN**
  The main objective of the FPRA is "to support revitalization of the commercial corridor". The 500 Orange building, at one time, was the center of activity in Fort Pierce. It was surrounded by a wide array of thriving local, regional, and national retail establishments. In essence this was "Downtown Fort Pierce". We believe that our efforts can be the catalyst for additional revitalization of the surrounding properties. We feel it is critical that we demonstrate the ability to operate a successful business on the west side of US 1, and this will, in fact, stimulate others to manifest the potential of the surrounding properties. This building is located at a main intersection (5th Street and Orange Avenue), the gateway entrance to our city and is also the anchor property to the recently designated "Peacock Arts District".

We recently had the honor of bringing the "2021 Florida Preservation Award for Adaptive Use of a Building" to our great city. We were one of only two in the entire State of Florida to receive such and award (see attached). In addition, National Society of the Daughters of the American Revolution presented us the "Excellence in Historic Preservation Award for 2021" (see attached). We were honored to receive the City Mayor "Golden Hammer Award" in November of 2022.

We are not a large developer. We are 2 local residents who take a great deal of pride in our City of Fort Pierce. It was an honor to bring these awards to our city. We are hopeful that with these additional renovations we can continue to operate a successful business and continue to enhance the impression of visitors coming into Fort Pierce via Orange Ave. .

We look forward to working with you and your staff and sincerely hope that the review committee understands our past, present, and future efforts to preserve and enhance this city treasure.

Warm regards,

Stan & Jean Synkoski







500 ORANGE EVENT CENTER
500 Orange Avenue
Fort Pierce, FL 34950
301 332- 5692
fivehundredorange@gmail.com

A 3rd Generation Company

CANVAS WORKS
2192 N. US Hwy 1 – Fort Pierce, Florida 34946
772-464-3776

Online Portfolio Click Here Or Search Canvas Works Ft. Pierce On Facebook

Name	STAN SYNKOSKI	Make	BUILDING AWNINGS
Address	500 ORANGE AVE.	Year	
City	FORT PIERCE, FL 34950	Vin No	
Phone	301-332-5692	Style No	
Insurance Co	N/A	Date	11/3/2023

Description: NEW AWNINGS TOTAL OF 3 ON SOUTHSIDE OF BUILDING

FRAMES	
FRAMES WILL BE FABRICATED USING 3/4 AND 1" ALUMINUM SQUARE TUBING	
MATERIALS (BLACK STAMOID)	
STAMOID TOPPING, KEDAR WELT INSTALLED TO FRAMES USING ZIP SCREWS GROMMETED	
WHITE LETTERING INSTALLED 1ST AWNING OF (WEDDINGS) 2ND AWNING OF (SPECIAL EVENTS) AND 3AD AWNING OF BANQUETS INSTALLED TO SIZE, DIAGONAL	
Total	$ 16,500.00
tax	$
Grand Total	$ 16,500.00

Remarks: AWNINGS LOCATION ARE FOR 500 ORANGE AVE. FT. PIERCE

			Total	$
			Shipping	
			Estimate Total	$ -
			Sales Tax	
			Grand total	$ -

****Down Payment on Proposed Job of $** 8,250.00
****Remaining Balance Due Upon Completion of Job of $** 8,250.00
****Payment Method of Cash, Check or Money Order Made Out to: BLCU Canvas Works, or Major Credit Card**

Technician:	Date:
	This estimate / proposal is based on our inspection and does not cover additional parts or labor which may be required after the work has started. After the work has started, worn or damaged parts which are not evident on first inspection may be discovered. Naturally this estimate cannot cover such contingencies. Parts, price and labor subject to change with verbal and written consent to the below signed customer. This estimate / proposal is for immediate acceptance. Guaranteed: Workmanship performance and materials on this above job are warranted as stated below.

****(5) Year Warranty On All Job Related Workmanship Performed (warranty does not include self-abuse, abnormal acts of nature, faulty or inadequate coverings, cleaning agents, chemicals, spores- mold- algae growth or inadequate ventilation.**
CUSTOMER ACCEPTANCE SIGNATURE: _____ **DATE:** ___/___/_____

Chad Mautz
3467 SW Sunset Trace Circle
Palm City, FL 34990
772-985-0142

INVOICE

Stan Synkoski
500 Orange Ave / Event Center Fort Pirce FL.

Invoice # 0000057

Invoice Date 11/01/2023

Due Date 11/01/2023

Item	Description	Unit Price	Quantity	Amount
Service	Repair stucco cracks and paint south side of building	4500.00	1.00	4,500.00
Service	Repair,reglaze,paint historical windows on South and West side of building	6450.00	1.00	6,450.00
Product	Anchors for new awnings on building	750.00	1.00	750.00
Service	Repair cracks in concrete and stucco in front entry and repaint steps	1750.00	1.00	1,750.00

Subtotal	13,450.00
Total	13,450.00
Amount Paid	0.00
Balance Due	$13,450.00

Treasure Coast TrimLight

1218 Southwest Bargello Avenue | (private residence) | Port St. Lucie, Florida 34953
772-919-5082 | TreasureCoastTrimLight@gmail.com |
TreasureCoastTrimLight.com

RECIPIENT:

4616 Investment, LLC dba 500 ORANGE Event Center
500 Orange Ave
Fort Pierce, FL 34949

Estimate #726

Sent on	Oct 30, 2023
Total	**$7,479.00**

Product/Service	Description	Total
You can PICK and CHOOSE from the individual line items below	We have created this "pick and choose" option/quote for your convenience, if needed. Pick only one (or two) section of your home/business to have TrimLight installed or pick all - it is totally up to you. We build our system on your home to Plug-n-Play, meaning it is easy to add on to our Trimlight system later.	$0.00*
TrimLight Benefits	* Lifetime Product warranty (20 to 30 years or 50 to 55k hours) * 3-Year Labor Warranty by Treasure Coast Trimlight * 16 million colors (yes, 16 million) * Cloud-based mobile app * Professional Installation * Never climb a ladder again * Unnoticeable during the day * Weather-Proof (even for Florida weather) * No need to be reminded to hang the lights up * Eliminate the hazard of hanging accent/holiday lights * If a light goes out call us, we fix it for you. * No longer pay companies to put up, take down and store away your holiday lights costing thousands of dollars each year and without a Lifetime Product Warranty.	$0.00
Color Match Analysis - TrimLight Channel	TrimLight Channel: Cameo Wire Track (if applicable): Cameo	$0.00
Business with 12 Inch LED light spacing, commerical	South facing, this section measured at 64 linear feet. (Pricing, under 100 linear feet (LF) $40.00 per LF, 101 to 200 LF $35.00 per LF, 201+ $30.00 per LF)	$1,920.00
Business with 12 Inch LED light spacing, commerical	East facing, this section measured at 98 linear feet. (Pricing, under 100 linear feet (LF) $40.00 per LF, 101 to 200 LF $35.00 per LF, 201+ $30.00 per LF)	$2,940.00
Business with 12 Inch LED light spacing, commerical	West facing, this section measured at 115 linear feet. (Pricing, under 100 linear feet (LF) $40.00 per LF, 101 to 200 LF $35.00 per LF, 201+ $30.00 per LF)	$3,450.00

Treasure Coast TrimLight

1218 Southwest Bargello Avenue | (private residence) | Port St. Lucie, Florida 34953
772-919-5082 | TreasureCoastTrimLight@gmail.com |
TreasureCoastTrimLight.com

Product/Service	Description	Total
Legal Disclosure	Legal Disclosure for Treasure Coast Trimlight 1) By signing your quote for this body of work as stated in this quote, and/or paying your deposit, you: a) agree that you own this property to have this permanent lighting solution installed. b) will fully pay the entire balance/amount due/amount owed at the time of installation completion for the body of work you approved. Each day (24 hours) past due will result in a $75.00 late fee per day. c) agree, if you live in a Home-Owner Associate community (HOA), you have gained all the necessary permissions/approvals, with your HOA board (or necessary parties) and all who are responsible for approvals, in your HOA community, to have permanent lighting solution installed on your home/property. d) understand that Trimlight is a permanent lighting solution and is not string lights or lights that are only put up for a specific holiday. e) understands that cancellation of their service after deposit is paid forfeits deposit. f) agree to the section of home/business, color and spacing listed in quote. e) understand that installers do not work in rain, wind nor over 90 degree temperatures	$0.00

A deposit of $3,739.50 will be required to begin.

Subtotal	$8,310.00
Discount (10.0%)	- $831.00
Total	**$7,479.00**

* Non-taxable

Public Educator discount

This quote is only valid for the next 15 days, after which values may be subject to change.

AIRTRONICS
AUTOMATION & SECURITY
3900 N. U.S. HWY 1
Fort Pierce, Fl 34946
(772) 467-0097

ESTIMATE

11/3/2023 11008

500 ORANGE
500 ORANGE AVE.
FORT PIERCE, FL. 34950

PROJECT	ADD 2 CAMS OUTSIDE
Payment Terms	50% / 50%
Deposit Amt.:	$676.76

Qty	Description	Rate	Total
	ESTIMATE TO ADD ADDITIONAL CAMERAS TO EXISTING SURVEILLANCE CAMERA SYSTEM		
2	HIKVISION INDOOR/OUTDOOR, WEATHERPROOF, 4MP, 2.8MM, DAY/NIGHT COLOR VUE IP TURRET CAMERA WITH JUNCTION BOX (OUTSIDE OF BUILDING) (DISCOUNTED FROM $325.99)	269.99	539.98T
1	MISC. MATERIALS (*WHITE*CAT6 WIRE, CONNECTORS, SCREWS, ETC.)	100.00	100.00T
5	LABOR TO RUN CAT6 WIRE FROM INTERNET MODEM LOCATION TO TWO NEW CAMERA LOCATIONS ON THE OUTSIDE OF BUILDING AND INSTALL AND PROGRAM ADDITIONAL CAMERAS.	125.00	625.00T
	IMPORTANT NOTICE REGARDING ESTIMATE: THIS ESTIMATE IS ONLY VALID FOR 30 DAYS DUE TO THE UNSTABLE EQUIPMENT MARKET. CHANGE ORDERS WILL BE REQUIRED IF MATERIAL COSTS INCREASE OR MATERIALS NEED TO CHANGE DUE TO AVAILABILITY DURING PROGRESSION.		

Please sign and return this estimate to proceed with the work described. By signing below I acknowledge that I fully understand the equipment and work being provided by Airtronics and agree to the payment terms of this estimate. I also understand any additional equipment and labor needed and/or requested will be an additional charge.

*Signature *Date

THIS ESTIMATE IS ONLY VALID FOR 30 DAYS DUE TO THE UNSTABLE EQUIPMENT MARKET. CHANGE ORDERS WILL BE REQUIRED IF MATERIAL COSTS INCREASE OR MATERIALS NEED TO CHANGE DUE TO AVAILABILITY DURING PROGRESSION.

Subtotal	$1,264.98
Sales Tax (7.0%)	$88.55
Total	**$1,353.53**

HIKVISION

DS-2CD2347G2-L(U)
4 MP ColorVu Fixed Turret Network Camera

ColorVu





Hikvision ColorVu technology provides 24/7 vivid colorful images with F1.0 advanced lenses, high performance sensors and friendly lighting. F1.0 super-aperture collects more light to produce brighter images. Advanced sensor technology can vastly improve the utilization of available light. In zero-light scenarios, built-in, warm supplemental lighting works to guarantee colorful images.

- High quality imaging with 4 MP resolution
- Efficient H.265+ compression technology
- Clear imaging against strong back light due to 130 dB WDR technology
- Built-in microphone for real-time audio security(-U)
- Focusing on human and vehicle classification based on deep learning
- 24/7 colorful imaging

▪ Specification

Camera	
Image Sensor	1/1.8" Progressive Scan CMOS
Min. Illumination	0.0005 Lux @ (F1.0, AGC ON), 0 Lux with Light
Shutter Speed	1/3 s to 1/100,000 s
Slow Shutter	Yes
P/N	P/N
Wide Dynamic Range	130 dB
Angle Adjustment	Pan: 0° to 360°, tilt: 0° to 75°, rotate: 0° to 360°
Lens	
Depth of Focus	2.8 mm, 2.5 m to ∞ 4 mm, 3.5 m to ∞ 6 mm, 7.5 m to ∞
Lens Type & FOV	2.8 mm, horizontal FOV 109°, vertical FOV 55°, diagonal FOV 138° 4 mm, horizontal FOV 94°, vertical FOV 49°, diagonal FOV 113° 6 mm, horizontal FOV 57°, vertical FOV 32°, diagonal FOV 66°
Aperture	F1.0
Lens Mount	M16
DORI	
DORI	2.8 mm, D: 65 m, O: 21 m, R: 13 m, I: 6 m 4 mm, D: 72 m, O: 28 m, R: 14 m, I: 7 m 6 mm, D: 109 m, O: 43 m, R: 21 m, I: 10 m
Illuminator	
White Light Range	30 m
Smart Supplement Light	Yes
Video	
Max. Resolution	2688 × 1520
Main Stream	50Hz: 25 fps (2688 × 1520, 1920 × 1080, 1280 × 720) 60Hz: 30 fps (2688 × 1520, 1920 × 1080, 1280 × 720)
Sub Stream	50Hz: 25 fps (640 × 480, 640 × 360, 320 × 240) 60Hz: 30 fps (640 × 480, 640 × 360, 320 × 240)
Third Stream	50Hz: 25 fps (1280 × 720, 640 × 480, 640 × 360, 320 × 240) 60Hz: 30 fps (1280 × 720, 640 × 480, 640 × 360, 320 × 240)
Video Compression	Main stream: H.265/H.264/H.264+/H.265+ Sub-stream: H.265/H.264/MJPEG Third stream: H.265/H.264
Video Bit Rate	32 Kbps to 8 Mbps
H.264 Type	Baseline Profile/Main Profile/High Profile
H.265 Type	Main Profile
H.264+	Main Stream supports
H.265+	Main Stream supports
Bit Rate Control	CBR/VBR
Scalable Video Coding (SVC)	Yes
Region of Interest (ROI)	1 fixed region for each stream

500 ORANGE AVENUE
FORT PIERCE, FLORIDA 34950
REG PROJECT No. 18017



Prepared for:

STAN & JEAN SYNKOSKI
2005 COCONUT DRIVE,
Ft. Pierce, FL 34949

PROJECT TEAM

OWNER
STAN & JEAN SYNKOSKI
PREMIUR HOSPITALITY GROUP
2005 COCONUT DRIVE, FT. PIERCE, FL 34949
Phone: 301-332-5892

ARCHITECT
REG ARCHITECTS – INTERIORS – PLANNERS , INC
RICK GONZALEZ, AIA, PRESIDENT
MANUEL AYALA, SR. PROJECT MANAGER
200 CLEMATIS STREET, WEST PALM BEACH, FL 33401
Phone: 561-659-2363 / Fax: 561-659-5546

LOCATION MAP





DRAWINGS INDEX

COVER PROJECT COVER SHEET

ARCHITECTURAL
A-1.00 PROPOSED SITE PLAN
A-1.10 PROPOSED FIRST FLOOR PLAN
A-1.05 PROPOSED MEZZANINE PLAN
A-3.00 EXISTING ELEVATIONS
A-3.10 EXISTING ELEVATIONS
A-3.20 PROPOSED ELEVATIONS
A-3.30 PROPOSED ELEVATIONS

REG
Architects
Interiors
Planners
CORP# AA0002447

Est 1999
Rick Gonzalez, AIA
President

THE MARKET ON ORANGE

500 Orange Avenue
Fort Pierce, Florida 34950

REVISIONS	NO.

DATE	04-05-2018
SCALE	NTS
DRAWN	RG
CHECKED	RG/MA
REG No.	18017

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OWNERSHIP AND USE OF THESE DOCUMENTS & SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT FOR WHICH THEY ARE MADE FOR IS EXECUTED OR NOT. THEY SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR EXTENSIONS TO THIS PROJECT BY OTHERS, EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

PROJECT COVER SHEET

COVER



PROPSED IMPROVEMENTS

500
ORANGE



REG
Architects
Interiors
Planners

500 ORANGE

- PROPSED IMPROVEMENTS
- DETAIL SPECS

- SEE ATTACHED
- LIGHTING DETAIL

TRIMLIGHT Select



PERMANENT PROGRAMMABLE LIGHTING FOR BUSINESSES

INCREASE VISIBILITY TO BUSINESS
ATTRACT MORE CUSTOMERS
ENHANCE BRAND RECOGNITION

WWW.TRIMLIGHT.COM

TRIMLIGHT IS BETTER

EXCLUSIVE LED TECHNOLOGY

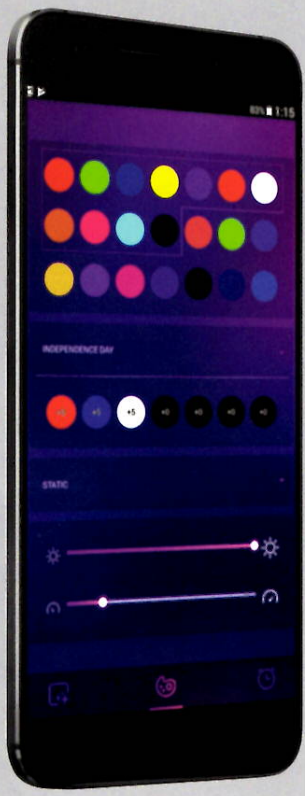
- Highest quality LEDs rated to last 20-30 years
- Lasts 10X longer than regular bulbs and uses 1/10th of the energy
- Bulbs are waterproof & designed to withstand adverse weather conditions
- Hardly noticeable during the day but still very bright at night
- Can be used all year long for every holiday and special events!



NEXT GENERATION FUNCTIONALITY

Trimlight's propriety, cutting edge app provides user friendly functionality, giving customers the option to select preset patterns or holidays, as well as the ability to create & customize any color pattern or animation desired

- Simple to choose, move & adjust up to 16 million color options
- Comes with preset holiday patterns for easy operation
- Fully customizable programs to celebrate every holiday, sporting event or special occasion
- Ability to save & name custom patterns
- 180 default patterns & animations set with a simple dial for unique looks anytime
- Full range of functionality from simple static color patterns to multiple color patterns with bi-directional animations
- Fully customizable brightness & speed settings to adjust any moving pattern or color
- Amazing sequencing capabilities for practically unlimited programmability
- Fully programmable timer & calendar function for daily, monthly or yearly events. Set it and forget it!









: SOUTH SIDE

REG
Architects
Interiors
Planners
CORP# AA8002447

Est. 1999
Rick Gonzalez, AIA
President

THE MARKET
ON ORANGE

500 Orange Avenue
Fort Pierce, Florida 34950

REVISIONS	NO.

DATE	03-05-2018
SCALE	1/8" 1'-0"
DRAWN	BC
CHECKED	DF/RG/AG
REG No.	18017
© 2018	

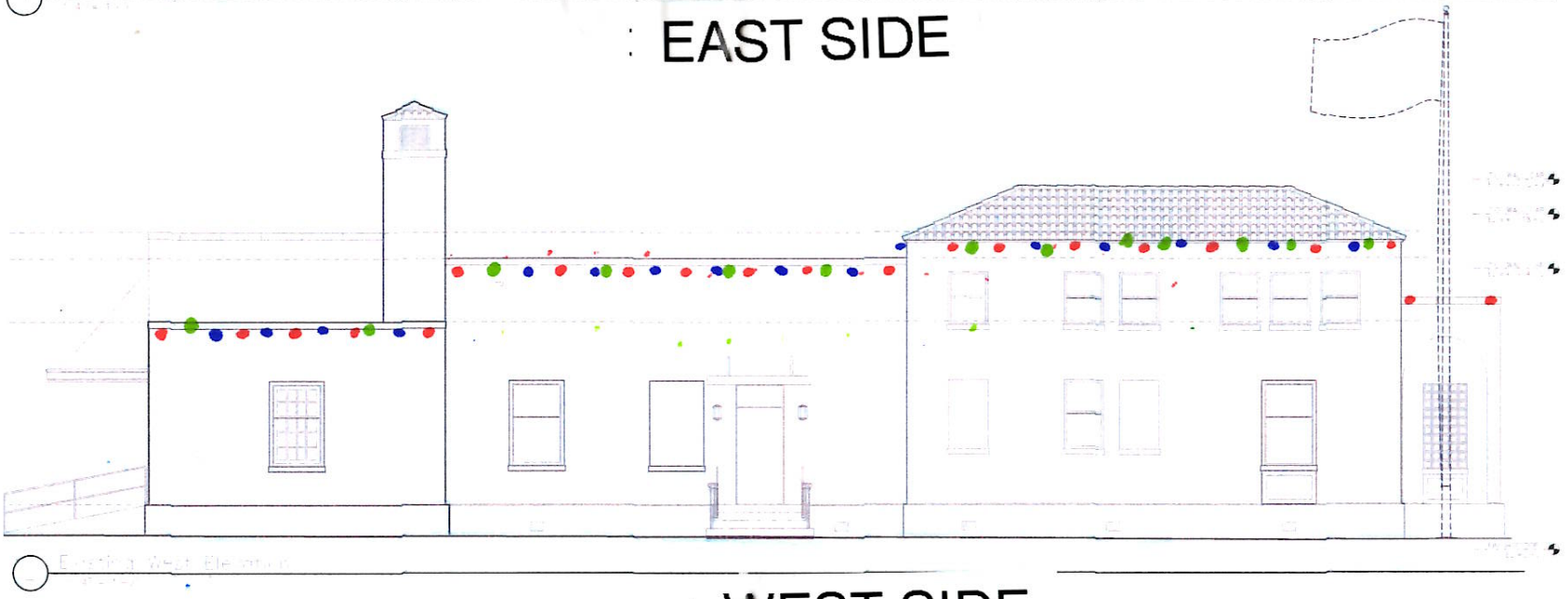
THESE PLANS ARE TO BE USED ONLY FOR THE SPECIFIC PROJECT AND SITE FOR WHICH THEY WERE PREPARED AND PUBLISHED. NO PART OF THESE PLANS SHALL BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF REG ARCHITECTS, INC. ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT, IN THESE PLANS SHALL REMAIN THE PROPERTY OF REG ARCHITECTS, INC. WHETHER THE PROJECT FOR WHICH THEY WERE PREPARED IS EXECUTED OR NOT. VISUAL CONTACT WITH THESE PLANS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

EXISTING
BUILDING
ELEVATIONS

A-3.00



: EAST SIDE



: WEST SIDE

REG
Architects
Interiors
Planners
CORP# AA0002447

Est. 1998
Rick Gonzalez, AIA
President

THE MARKET ON ORANGE

REVISIONS	NO.
DATE	05-05-2018
SCALE	1/4"=1'-0"
DRAWN	BC
CHECKED	RG
REG No.	18017

EXISTING BUILDING ELEVATIONS

A-3.10

3 Retirement Account Strategic Wealth Management

[redacted]

Values as of August 31, 2023

PTC CUST IRA FBO
JEAN A SYNKOSKI
2005 COCONUT DRIVE
FORT PIERCE FL 34949

Investment Objective
Growth with Income

Your Account Manager: Mays / Whittenburg
858-764-3813
Stratos Wealth Partners, Ltd.
12348 High Bluff Drive Ste 240
San Diego, CA 92130

000071 10/19

Value on January 1, 2023	*Value as of last statement 07/31/2023*	*Value on* August 31, 2023
$38,300.89	$40,725.23	$40,431.00

Account Summary

	Quarter to Date *07/01 - 08/31/2023*	Year to Date *01/01 - 08/31/2023*
Starting Value	**$39,644.76**	**$38,300.89**
Total Change in Value of Assets	$786.24	$2,130.11
Inflows	—	—
Outflows	—	—
Net Investment Returns	*$786.24*	*$2,130.11*
Total Ending Value (August 31, 2023)	**$40,431.00**	**$40,431.00**

Retirement Summary

	2023
Retirement Contributions applied to year...	—
Retirement Distributions applied to year...	—

Business Checking

PNC Bank

PNC BANK

15,362 70
+ 5000 00
+ 1072 19
21,434 89

KM

For the period 09/01/2023 to 09/29/2023

214242 000576542 MSP 690

4616 INVESTMENT LLC
2005 COCONUT DR
FORT PIERCE FL 34949-3307

Primary account number: [redacted]
Page 1 of 4
Number of enclosures: 0

For 24-hour banking sign on to
PNC Bank Online Banking on pnc.com
FREE Online Bill Pay

For customer service call 1-877-BUS-BNKG
PNC accepts Telecommunications Relay Service (TRS) calls.

Para servicio en español, 1-877-BUS-BNKG

Moving? Please contact your local branch.
Write to: Customer Service
PO Box 609
Pittsburgh , PA 15230-9738

Visit us at PNC.com/smallbusiness

IMPORTANT ACCOUNT INFORMATION

Effective JANUARY 1, 2024, charges for certain Treasury Management services will change. The impact of these changes on your business will depend on the mix of services you use at PNC and your transaction volume. If applicable, the fees for some of the services may be reduced or offset by the Earnings Credit for your account.

Treasury Management services, which may be subject to change, include Automated Clearing House (ACH), Cash Logistics, Cash Flow Insight, Account Reconcilement, Direct to Debit, Electronic Data Interchange (EDI), ePayments, Integrated Payables, Integrated Receivables, Invoice Automation, PINACLE, PayerExpress, Print Mail, Purchase Card, Real Time Payments, Remote Deposit, Wire Transfer services.

We would be happy to review with you the changes that are applicable to your account and discuss other services or options that may address the evolving needs of your business. Current Treasury Management charges are listed on your monthly statement, if applicable.

If you are interested in a review, please contact Treasury Management Client Care (TMCC) at 1-800-699-1518.

Business Checking Summary

4616 Investment Llc

Account number: 12-2434-9986
Overdraft Protection has not been established for this account.
Please contact us if you would like to set up this service.

Balance Summary

Beginning balance	Deposits and other additions	Checks and other deductions	Ending balance
2,222.47	21,977.10	2,764.68	21,434.89
		Average ledger balance	Average collected balance
		13,529.73	13,322.62

Overdraft and Returned Item Fee Summary

	Total for this Period	Total Year to Date
Total Returned Item Fees (NSF)	.00	72.00

0-1 48703494.5 COLRBNIF 1114 5000 127 50 20230930 PG 1 OF 2 00576542

Standard Checking Statement

PNC Bank

PNC BAN

9535.51
+ 705.49 TRS
+ 2000 – BANK
+ 1000 – BANK
+ 429.81
– 9000 –
4670.81

For the period 09/01/2023 to 09/30/2023

007752 000746673 N108
STANLEY A SYNKOSKI
JEAN A SYNKOSKI POD
KATHLEEN MITCHELL
2005 COCONUT DR
FORT PIERCE FL 34949-3307

Primary account numbe [redacted]
Page 1 of 4
Number of enclosures: 0

For 24-hour banking, and transaction or interest rate information, sign on to PNC Bank Online Banking at pnc.com.
For customer service call 1-888-PNC-BANK
PNC accepts Telecommunications Relay Service (TRS) calls

Para servicio en espanol, 1-866-HOLA-PNC

Moving? Please contact us at 1-888-PNC-BANK

Write to: Customer Service
PO Box 609
Pittsburgh PA 15230-9738

Visit us at PNC.com

IMPORTANT ACCOUNT INFORMATION

The information below amends certain information in our Consumer Schedule of Service Charges and Fees and Features ("Schedule"). All other information in our Schedule continues to apply to your account. Please read this information and retain it with your records.

Effective September 1, 2023, the Domestic Collection Item Fee of $25.00 and the ATM Statement fees of $1.50 at PNC Bank ATMs and $2.50 at non-PNC Bank ATMs are no longer being charged on consumer deposit accounts. If an ATM statement is printed at a non-PNC Ban ATM, fees may be charged by the other financial institution and/or ATM operator for use of their ATM.

Standard Checking Account Summary

STANLEY A SYNKOSKI
JEAN A SYNKOSKI POD
KATHLEEN MITCHELL

Account number: 55-9545-8063

Overdraft Protection Provided By: XXXXXXXXXXXX1796

Overdraft Coverage - Your account is currently **Opted-Out.**
You or your joint owner may revoke your opt-in or opt-out choice at any time.

To learn more about PNC Overdraft Solutions visit us online at pnc.com/overdraftsolutions. Call 1-877-588-3605, visit any branch, or Sign on to PNC Online Banking , and select the "Overdraft Solutions" link under the Account Services section to manage both your Overdraft Coverage and Overdraft Protection settings.

Balance Summary

Beginning balance	Deposits and other additions	Checks and other deductions	Ending balance
2,889.96	4,000.00	2,219.15	4,670.81
		Average monthly balance	Charges and fees
		3,309.16	5.00

Transaction Summary

Checks paid/ withdrawals	Debit Card POS signed transactions	Debit Card/Bankcard POS PIN transactions
3	1	0
Total ATM transactions	**PNC Bank ATM transactions**	**Other Bank ATM transactions**
1	1	0

Print

2023 COMMERCIAL FACADE GRANT PROGRAM APPLICATION - Submission #3345

Date Submitted: 10/19/2023

APPLICATION FORM

There is no guarantee that funding will be available for every application submitted, including those that meet the required criteria. Applications will be evaluated, and the four highest ranked properties will be awarded the grant.

To review full grant program overview, visit: FPRA Incentive Program | Fort Pierce, FL - Official Website (choosefortpierce.com)

Property Details:

Parcel ID Number:*

2410-703-0017-000-5

If you do not have your parcel ID, visit https://www.paslc.org/property-search/ to obtain.

Grant Property Address:*

701 Atlantic Ave

Property Owner's Name:*

Michael D'Addesi

Building's New Use(s) (if applicable):

Office Commercial / Residential

Building's Existing Use(s):*

Residential SF Home

Lease Term (if applicable):

Applicant Information:

Applicant Name:*

Michael D'Addesi

Applicant Title (Business Owner, Property Owner, Business Partner, etc):*

Business and Property owner

Email Address:*

madjr333@yahoo.com

Phone Number: *

2154074091

Business Information:

Legal Business Name:

Megansplantboutique

Business Type (Restaurant, Retail, Office, etc):

Office

Employer Identification Number / Tax ID:

88-2532615

Number of Years in Business:

3

Number of Years at Current Address:

0

If not currently open for business at this location, when do you expect to open?

February

Project Details:

Grant amount requested?

25,000

Note: This grant offers financial assistance in the form of a reimbursable grant, matching 50% up to $25,000.

What is the total cost of the project?

60,000

The costs must be verified by licensed contractors.

Estimated timeframe for the completion of the project:

3-4 Months

The project must be started within six (6) months from the date of the FPRA Board approval and completed within 12 months of the building permit issuance. Failure to do so, without an approved deviation by the FPRA, will result in termination of the grant.

General Description of Proposed Improvements:*

- [ ] Awnings/Canopies
- [ ] Signs
- [ ] Walls
- [x] Fencing
- [x] Landscaping/Irrigation
- [ ] Mural/Art Installation
- [x] Exterior Painting
- [x] Building Facade
- [x] Windows/Doors
- [x] Parking lot repaving, resealing, and/or restriping
- [ ] Patio deck
- [x] Roofing
- [x] Security cameras/system
- [ ] Other (explain in narrative below)

Narrative describing the project, improvements to be made, and why this funding is necessary:*

The project is to improve the single family residence zoned Office Commercial at 701 Atlantic Ave into a space where MegansPlantBoutique can operate office and administrative duties. Office and administrative duties includes caring for and packaging tropical houseplants for shipment. The plan is to secure the area with a 6ft white vinyl fence, replace existing windows with hurricane rated windows, replace a garage door with a hurricane rated front door & block in around the opening of the garage around the door, add landscaping and irrigation outside of the white vinyl fence, add a security system, add 25ft long concrete 2 car wide driveway, & paint the exterior and roofing. Funding is necessary to complete all improvements in lump sum in a timely manner.

Narrative detailing approach to fully fund this project. Note: This is a dollar-for-dollar matching grant. Documentation will be required later in the application phase.*

We are funding this project with the proceeds from our business savings, and from earnings obtained from MegansPlantBoutique, an online houseplant retailer and local plant consultation service.

Narrative describing how this project will address the priorities of the FPRA as outlined in the Redevelopment Plan. This narrative shall identify community benefits resulting from the project.*

This project will address the 4 priorities of the (FPRA) by restoring the neighborhood, fostering arts and culture, “re-setting” the economic base, and connecting as outlined below.

By fully remodeling and renovating the existing structure, adding fencing and landscaping and several other improvements to the property we are restoring value and reducing blight in the neighborhood. By being a member of the neighborhood we are able to share our ideas with the neighbors and help facilitate other improvements by walking them through the process of obtaining permits and contractors.

Our business, MegansPlantBoutique, fosters art and culture by offering tropical houseplants to beautify homes & offices. We offer consultation services to business owners and residential property owners looking to add living plant decor to their offices, restaurants, homes and more.

MegansPlantBoutique is growing as demand for houseplants shows no signs of slowing down. We are uniquely selling our houseplants online only in an area where many nurseries are struggling to get online. So we are resetting the economic base for the plant industry in our area by offering online services where competitors are not. Earnings from the business are reinvested into the growth of the business. We will be needing employees for administrative purposes such as caring for and packing plants for shipment. MegansPlantBoutique will be connecting locals to jobs and connecting local businesses and residences to living decor. We are also connecting users of popular social medias (including tiktok, instagram, YouTube, Facebook, & Pinterest) to the peacock art district by boasting about our subtropical growing zone in the heart of PAD and Fort Pierce ,which is most ideal for growing the tropical plants we supply and provide consultations.

To view the FPRA Plan, visit: https://cityoffortpierce.com/DocumentCenter/View/9381/2020-Updated-FPRA-Plan

Required Documentation:

Color photograph of the existing condition of the FRONT of building (1 of 2):*

IMG.jpg

Color photograph of the existing condition of the FRONT of building (2 of 2):*

IMG.jpeg

Project plans and renderings and any other relevant materials that convey the physical improvements proposed to be made:*

Project renderings.pdf

Design and construction plans for the proposed improvements.*

Design plans.pdf

Provide examples of project colors, design, materials and specifications.*

Examples of Materials.pdf

Proof of ability to fully fund the project.*

IMG.jpeg

Attach a letter describing why this property should be selected to receive a grant. Please include how this project meets the goals and objectives of the FPRA Plan.*

Fort Pierce Redevelopment Agency Grant Letter.docx

Cost Estimates*

Estimates.pdf

A minimum of one (1) cost estimate from a licensed contractor issued within the previous 90 days of this application submission. Estimates should be broken out in detail, especially if any non-eligible improvements are being completed, as this allows FPRA to compare based on only grant eligible improvements being performed.

Signature

Electronic Signature*

Michael D'Addesi

I certify that the information provided in this application is true and accurate to the best of my ability and no false or misleading statements have been made to secure approval of this application.

By typing your name in the box above, you are signing the document electronically. You agree that your electronic signature has the same validity as your handwritten signature.


701



From: Michael D'Addesi
701 Atlantic Ave.
Fort Pierce. FL, 34950
Email: Madjr333@yahoo.com
Phone: 215-407-4091

To The Fort Pierce Redevelopment Agency,

The Fort Pierce Redevelopment Agency has 4 goals: restore neighborhoods, Foster Arts and culture, "Re-Set" the economic base, and connect. This property should be selected to receive a grant because it restores the neighborhood, fosters art and culture, "re-sets" the economic base, and connects with the community as detailed below.

This property is underdeveloped and located in the heart of the peacock art district directly across from the new 'Awena' mural on 7th street. The mural has brought new positive attention and interest in the area causing many passersby to stop and photograph the mural. 7th street is a main connector to both Orange Ave and Delaware Ave. where the corner property in question has high visibility to the public. Improving this property restores the neighborhood by eliminating blight and adding beauty by adding fencing, security, landscaping, irrigation, a driveway, a front door where a garage door currently exists, adding impact windows where there are currently damaged broken windows.

Our business is a plant business that adds living decor to beautify homes and workplaces with tropical houseplants for residents in the Fort Pierce community. We specifically selected this location within the Fort Pierce redevelopment zone because we see its potential value if improved. We love the peacocks in the area, feed them, call animal services when a peacock needs emergency services, and encourage the peacocks to roost on our property to contribute to supporting their numbers as they add character and culture to the neighborhood. Obtaining a grant for this project allows us to move up our schedule for completion allowing an economic re-set in the area for a new business to thrive. When our business is open it will offer employment opportunities connecting residents of Fort Pierce with administrative jobs caring for and packing tropical houseplants for shipping. We will also be offering plant consultation services to local residences and businesses.

We believe that we are in full alignment with the goals the redevelopment agency seeks to achieve in this grant with our investment in this property by completely remodeling the existing structure and bringing it up to code on the interior and exterior, adding value to the neighborhood through beautification, celebrating the peacock culture, bringing a small business into the redevelopment zone, and connecting residents with employment and knowledge of plants and landscaping interior and exterior areas.

Thank you for your consideration,
Michael D'Addesi



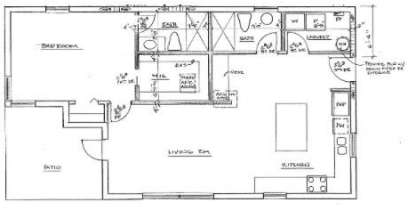
LEFT SIDE ELEVATION

PRODUCT REVIEW

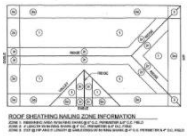
WINDOW							
DOOR							
ENTRY DOOR							

WALL LEGEND

- EXISTING WALLS TO REMAIN
- EXISTING WALLS TO BE REMOVED
- PROPOSED CONCRETE BLOCK WALLS
- PROPOSED 2 X 4 FRAME WALLS

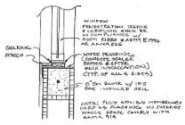


RENOVATION PLAN



ROOF SHEATHING NAILING ZONE INFORMATION

NOTES



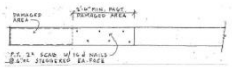
MASONRY WINDOW FLASHING DETAIL

NOTES

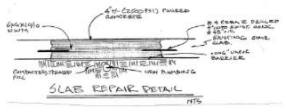
DOOR AND WINDOW BLOCK FASTENING

OPTIONAL

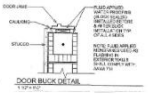
DRYWALL AND FURRING ATTACHMENT



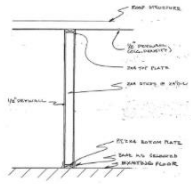
SCAB DETAIL



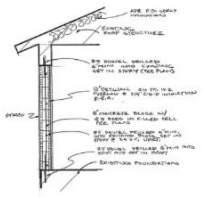
SLAB REPAIR DETAIL



DOOR BUCK DETAIL



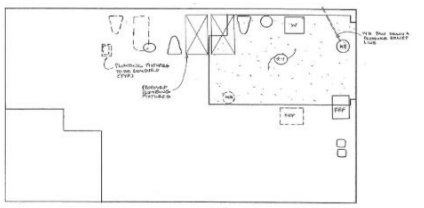
TYPICAL INTERIOR WALL SECTION



ROOF INFILL SECTION

NOTES





FOUNDATION SCHEDULE

FOUNDATION PLAN

Below are estimates that we have collected for materials and services from contractors. We also have estimates coming for the garage to front door conversion (Approx $5,000 to convert), and new exterior paint (Approx $3,000) and roofing (Approx $12,000). Those estimates are not included in these estimates below. We can submit an addendum as soon as we receive the quotes.

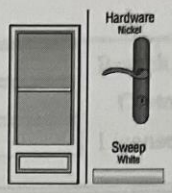
Frame Color - Interior = White

End Line 400 Description

ANDERSEN WINDOWS & DOORS

EMCO

Catalog Version 146



Standard Width = 36
Standard Height = 80

Line Number	Item Summary	Was Price	Now Price	Quantity	Total Savings	Total Price
500-1	Andersen 400 Series Ventilating Storm Door 36 x 80 White	$348.32	$348.32	1	$0.00	$348.32
	Unit 500 Total:	$348.32	$348.32		$0.00	$348.32

Begin Line 500 Description

---- Line 500-1 ----

Andersen 400 Series Ventilating
Storm Door
36 x 80
Standard Width = 36
Standard Height = 80
Standard Panel Design = 3/4 Light Embossed
Unit Color = White
Glass Option = Clear

Insect Screen Material = Fiberglass
Closer Type = Simple Step Closer
Handle Style = Traditional with Lock
Hardware Color/Finish = Nickel
Sweep = White
Installation Type = 2 Hour Easy Install
Re-Order Item = No
Room Location =

Order Method = Special Order Only
Door Part Number = 28120
SKU = 798377
Vendor Name = S/O EMCO
Vendor Number = 60259501
Customer Service = (888) 888-7020
Catalog Version Date = 07/19/2023
SKU Description = S/O 400 SS

End Line 500 Description

CUSTOMER PRICE QUOTE

Date:	09/20/2023	Branch:	Palm City
Design Consultant:	Kevin Walsh	**Customer Support Center: 1800 HOME-DEPOT**	
Phone #:	(772) 979-2188	License(s)	
Installation Address	701 Atlantic Avenue		
City, State, Zip	Fort Pierce	FL	34950
Job #	F37584088		

Purchaser(s):	Work Phone	Home Phone	Cell Phone
Michael DAddesi			(215) 407-4091

Quote Name: Impact Aluminum 7 Blend

Your Project Price			
		Total	**Monthly***
Home Depot Price:		$11470.00	$222.40
Current Promotion:	Buy More Save More	-$573.50	
Other Available Promotions:	Limited Time Manufacturer Promotion	-$350.00	
Your Best Price:		$10546.50	$210.93

This is a price quote and does NOT constitute a Sales Contract

The total investment (including discount amounts) is valid until the promotion expires, ask sales consultant for details.

The Home Depot Price will expire on 10/20/2023

PROFESSIONAL INSTALLATION

Licensed, insured and trusted Experts from measurement to Installation to cleanup



TOTAL PROJECT MANAGEMENT

Team of dedicated professionals Assigned to oversee every step of Your project



SUPERIOR WARRANTIES

The Home Depot stands behind Your job; labor, materials and Your satisfaction guaranteed by The Home Depot



Quote Name: Impact Aluminum 7 Blend Page [ ] of [1]

...onic Inc

...OMER PRICE QUOTE

Michael DAddesi	F37584088
Purchaser's Name	Job#

PROJECT SPECIFICATIONS

2 ProtecSure Pro Aluminum 4100 Impact 4100 - Single Hung - Impact

4100 - Single Hung - Impact, White Int. Finish, White Ext. Finish, Standard , W- 39, H- 41, UI- 80
Limited Time Manufacturer Promotion

4 ProtecSure Pro Aluminum 4100 Impact 4100 - Single Hung - Impact

4100 - Single Hung - Impact, White Int. Finish, White Ext. Finish, Standard , W- 39, H- 53, UI- 92
Limited Time Manufacturer Promotion

1 ProtecSure Pro Aluminum 4100 Impact 4100 - 3PNL Slider 1/4 - Impact

4100 - 3PNL Slider 1/4 - Impact, White Int. Finish, White Ext. Finish, Standard , W- 106, H- 50, UI- 156
Limited Time Manufacturer Promotion

Job Level and Labor Options

1-VinylLB Permit Processing

Quote Name: Impact Aluminum 7 Blend

Architectonic Inc

Michael D Addesi
701 Atlantic Ave.
Ft. Pierce, Florida 34950

R23099 / D Addesi Renovation

INVOICE

September 22, 2023

Description of Work	Amount
Retainer/ Preliminary Studies	$1,250.00
Historical Board Submittal & Meeting	$1,250.00
Start of Construction Drawings	**$1,250.00**
Completion of Bid Sets	**$1,250.00**
Completion of Permit Sets	**$500.00**
Expediting Fee (including Energy Codes)	$1,500.00
Revisions to plans (making 2 bathrooms)	**$250.00**
ORIGINAL CONTRACT SUM	$5,500.00
NET CHANGES BY CHANGE ORDER	$1,750.00
CONTRACT SUM TO DATE	$7,250.00
LESS PREVIOUS PAYMENTS	($4,000.00)
CURRENT PAYMENT DUE	**$3,250.00**
BALANCE TO FINISH	$0.00

PAYMENT TERMS

Payment due upon receipt

THANK YOU FOR YOUR BUSINESS!

Paid in full - Cash
9/22/23

806 Delaware Ave, Fort Pierce FL 34950 | 772-460-7751
1790 A1A Ste 209, Satellite Beach FL 32937 | 321-732-4077

AR96898



Fences By JJ

Jonathan Jenkins
Business Number 772.940.4634
1962 Se. Dranson Circle
Port St. Lucie, Florida 34952

INVOICE
0610232

DATE
09/07/2023

DUE
On Receipt

BALANCE DUE
USD $0.00

BILL TO

Megans Plant Boutique Llc.

701 Atlantic Avenue
Fort Pierce, Florida 34950
215.407.4091
madjr333@yahoo.com

DESCRIPTION	RATE	QTY	AMOUNT
Install 130ft of 6ft high white PVC privacy fence with 2) 4ft walk gates and 1) 10ft double drive gate.	$6,000.00	1	$6,000.00

TOTAL	$6,000.00
PAID	-$6,000.00 09/13/2023
BALANCE DUE	**USD $0.00**

Subject Fort Pierce Utilities Authority Invoice# INV20239128283 2561 Payment Confirmation

From Fort Pierce Utilities Authority <no-reply@invoicecloud.net>

To <madjr333@yahoo.com>

Date Today at 9:32 AM

FPUA
COMMUNITY PROUD

Payment Confirmation

Thank you for your payment to Fort Pierce Utilities Authority

Your payment has been successfully processed and your account has been updated.

You will continue to receive an email each time a bill is ready for your review. This is an easy way to access, review and pay your bills.

If you haven't already gone paperless, please consider helping the environment, reducing your clutter and supporting our green strategy by opting to move to paperless billing in your next billing cycle. You will always have the option to print your bill directly from your computer if you need it for your records.

To go paperless, log on to your account at https://www.invoicecloud.com/fortpierceutilitiesauthority and select paperless options under My Profile. Then check the Yes, I want to go Paperless box and press update.

If you have any questions regarding your account, please email us at cs@fpua.com and include your account number, first name and last name on the account.

Thank you for being a valued Fort Pierce Utilities Authority customer.

Please Note: To ensure delivery of account related email notifications, please add no-reply@invoicecloud.net to your safe senders list.

INV20239128283 2561

$570.00

Approved 012084

Below are the details you entered for this transaction:

Account Number:	41973100
Customer Name:	MICHAEL DADDESI
Address:	201 ATLANTIC AVE
City:	FORT PIERCE
State:	FL
Phone Number:	2154074001
Email Address:	madjr333@yahoo.com
Payment Amount:	570.00

Please consider the environment before printing this email.

76

Masonite

36 in. x 80 in. Cheyenne 2-Panel Right-Hand Inswing Painted Smooth Fiberglass Prehung Front Exterior Door No Brickmold

★★★★☆ (37)

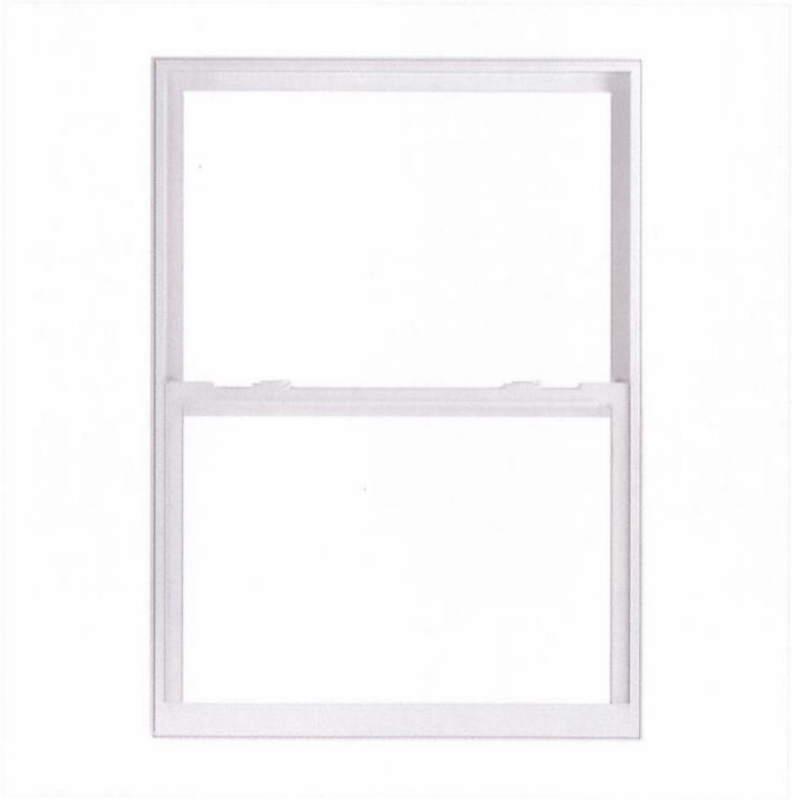


99

American Craftsman

35.875 in. x 37.25 in. 70 Series Low-E Argon SC Glass Single Hung White Vinyl Impact FL Flange Window, Screen Incl

★★★★½ (47)




PLANTS USED:
POINCIANA, CORDYLINE, CLUSIA, PURPLE HEART



6'High White Vinyl Privacy


PLANTS USED:
POINCIANA, CORDYLINE, CLUSIA, PURPLE HEART


GARAGE DOOR CONVERSION
CURRENT "FRONT" DOOR
ASPHALT
CONC.
1 STORY C.B.S.
CONC.
LOT 17
EXHIBIT B
SET
FD
N 90°00'
S 00°30'00" E 75.50'
16.69
7.14'
25.05
10.90'
45.00
32.60
9.10
4.80
2.85
7.60
13.10
9.70'


6' FENCE
SET BACK 25' FROM ATLANTIC AVE PROPERTY LINE
4FT PEDESTRIAN GATES
10FT SWING GATES FOR CARS
NORTH
6' FENCE ON PROPERTY LINE
LOT 16
S 00°30'00" E 75.50'
SET
4.12' E FD
2.32'
23.81'
70'
10.90'
6.69'
45.00'
SHED
18.73'
13.10'
7.60'
2.85'
4.80'
1 STORY C.B.S.
25.05'
CONC.
ASPHALT
3.08'
12.58'
9.10'
32.60'
7.14'
22.18'
LOT 17
N 90°00'00" E
4.88' E FD I.P.
40'
NORTH 60'
SOUTH 15.5'
50.50'
25'
114.92'
114.05'
150.00'
LOT
NOT PLATTED
30' R.O.W. - 20' ASPHALT ROAD
ATLANTIC AVENUE (ACTUAL)
PALM COURT (PLAT)
EXHIBIT A
W FD I.P.
SET
SIDEWALK
N 00°30'00" W 75.50'
FD
40' R.O.W. - ASPHALT RIPPED UP - UNDER CONSTRUCTION
7TH STREET

Business Checking

PNC Bank

PNC BANK

For the Period 09/01/2023 to 09/29/2023

Primary Account Number [redacted]
Page 1 of 3
Number of enclosures: 0

MEGANSPLANTBOUTIQUE, LLC
78 AQUA RA DR
JENSEN BEACH FL 34957-2627

For 24-hour banking sign on to
PNC Bank Online Banking on pnc.com
FREE Online Bill Pay

For customer service call 1-877-BUS-BNKG
PNC accepts Telecommunications Relay Service (TRS) calls.
Para servicio en espanol, 1-877-BUS-BNKG

Moving? Please contact your local branch

Write to: Customer Service
PO Box 609
Pittsburgh, PA 15230-9738
Visit us at PNC.com/smallbusiness

IMPORTANT ACCOUNT INFORMATION

Effective JANUARY 1, 2024, charges for certain Treasury Management services will change. The impact of these changes on your business will depend on the mix of services you use at PNC and your transaction volume. If applicable, the fees for some of the services may be reduced or offset by the Earnings Credit for your account.

Treasury Management services, which may be subject to change, include Automated Clearing House (ACH), Cash Logistics, Cash Flow Insight, Account Reconcilement, Direct to Debit, Electronic Data Interchange (EDI), ePayments, Integrated Payables, Integrated Receivables, Invoice Automation, PINACLE, PayerExpress, Print Mail, Purchase Card, Real Time Payments, Remote Deposit, Wire Transfer services.

We would be happy to review with you the changes that are applicable to your account and discuss other services or options that may address the evolving needs of your business. Current Treasury Management charges are listed on your monthly statement, if applicable.

If you are interested in a review, please contact Treasury Management Client Care (TMCC) at 1-800-699-1518.

Business Checking Summary

Megansplantboutique, Llc

Account number: 12-4680-5209

Overdraft Protection has not been established for this account.
Please contact us if you would like to set up this service.

Balance Summary

Beginning balance	Deposits and other additions	Checks and other deductions	Ending balance
55,780.45	9,366.36	35,087.08	30,059.73

Average ledger balance	Average collected balance
43,600.89	43,600.89

Deposits and Other Additions

Description	Items	Amount
ACH Additions	5	8,818.91
Fee Refunds	1	547.45
Total	6	9,366.36

Checks and Other Deductions

Description	Items	Amount
Debit Card Purchases	1	25.15
ACH Deductions	6	1,672.93
Other Deductions	15	33,389.00
Total	22	35,087.08

Print

2023 COMMERCIAL FACADE GRANT PROGRAM APPLICATION - Submission #3422

Date Submitted: 11/17/2023

APPLICATION FORM

There is no guarantee that funding will be available for every application submitted, including those that meet the required criteria. Applications will be evaluated, and the four highest ranked properties will be awarded the grant.

To review full grant program overview, visit: FPRA Incentive Program | Fort Pierce, FL - Official Website (choosefortpierce.com)

Property Details:

Parcel ID Number:*

2410-605-0011-000-2

If you do not have your parcel ID, visit https://www.paslc.org/property-search/ to obtain.

Grant Property Address:*

710 ORANGE AVE

Property Owner's Name:*

Botanical Sanctuary LLC

Building's New Use(s) (if applicable):

Building's Existing Use(s):*

Residential

Lease Term (if applicable):

Applicant Information:

Applicant Name:*

Emily Fingerhut for Gus Gutierrez

Applicant Title (Business Owner, Property Owner, Business Partner, etc):*

Assistant Property Manager

Email Address:*

emily@pierceharbor.com

Phone Number: *

772-801-5729

Business Information:

Legal Business Name:

Business Type (Restaurant, Retail, Office, etc):

Employer Identification Number / Tax ID:

Number of Years in Business:

Number of Years at Current Address:

If not currently open for business at this location, when do you expect to open?

Project Details:

Grant amount requested?

$25,000

Note: This grant offers financial assistance in the form of a reimbursable grant, matching 50% up to $25,000.

What is the total cost of the project?

$50,000

The costs must be verified by licensed contractors.

Estimated timeframe for the completion of the project:

six (6) months

The project must be started within six (6) months from the date of the FPRA Board approval and completed within 12 months of the building permit issuance. Failure to do so, without an approved deviation by the FPRA, will result in termination of the grant.

General Description of Proposed Improvements:*

- [ ] Awnings/Canopies
- [x] Building Facade
- [ ] Signs
- [x] Windows/Doors
- [x] Walls
- [ ] Parking lot repaving, resealing, and/or restriping
- [ ] Fencing
- [ ] Patio deck
- [ ] Landscaping/Irrigation
- [ ] Roofing
- [ ] Mural/Art Installation
- [ ] Security cameras/system
- [ ] Exterior Painting
- [ ] Other (explain in narrative below)

Narrative describing the project, improvements to be made, and why this funding is necessary:*

The installation of these two adjoining walls will replace the missing/damaged wall. This funding is necessary to ensure the continued progress of the multiple art and culture focused organizations housed there, and the overall look/functionality of this historic home on Orange Ave.

Narrative detailing approach to fully fund this project. Note: This is a dollar-for-dollar matching grant.*

Tenant and Landlord funded.

Narrative describing how this project will address the priorities of the FPRA as outlined in the Redevelopment Plan. This narrative shall identify community benefits resulting from the project.*

"This project benefits the community directly, by ensuring the continued progress of our goal to house multiple art and culture focused organizations there, boosting the economic output of the space, and further growing the art and culture community of the PAD.

To view the FPRA Plan, visit: https://cityoffortpierce.com/DocumentCenter/View/9381/2020-Updated-FPRA-Plan

Required Documentation:

Color photograph of the existing condition of the FRONT of building (1 of 2):*

0e2d66bb32ab9849a50fd2c936d2dd735688fe85-2.jpeg

Color photograph of the existing condition of the FRONT of building (2 of 2):*

0e2d66bb32ab9849a50fd2c936d2dd735688fe85-3.jpeg

Project plans and renderings and any other relevant materials that convey the physical improvements proposed to be made:*

Untitled design.jpg

Design and construction plans for the proposed improvements.*

Design and Construction Plans.pdf

Provide examples of project colors, design, materials and specifications.*

Untitled design.jpg

Proof of ability to fully fund the project.*

Grant Proof of Funding.pdf

Attach a letter describing why this property should be selected to receive a grant. Please include how this project meets the goals and objectives of the FPRA Plan.*

Why This Property Should be Selected.pdf

Cost Estimates*

Estimate_2963_from_Port_St_Lucie_Glass__Mirror.pdf

A minimum of one (1) cost estimate from a licensed contractor issued within the previous 90 days of this application submission. Estimates should be broken out in detail, especially if any non-eligible improvements are being completed, as this allows FPRA to compare based on only grant eligible improvements being performed.

Signature

Electronic Signature*

Emily Fingerhut

I certify that the information provided in this application is true and accurate to the best of my ability and no false or misleading statements have been made to secure approval of this application.

By typing your name in the box above, you are signing the document electronically. You agree that your electronic signature has the same validity as your handwritten signature.







This project proposes to restore and revitalize the property specifically to conform to the priorities of the FPRA Redevelopment Plan. If granted the opportunity, we will connect the neighborhoods of the district by creating a uniform clean/fresh look among our properties, prioritizing art and design in our concepts, to encourage the economic and cultural growth of the area. Our goals align with the FPRA's, and we would use this funding for the betterment of the area as a whole.

This project, as well as the others we are submitting for, are being planned and designed by local, licensed professional vendors. We are awaiting the submission of these plans/designs, and will submit these for FPRA review immediately upon receipt.

Port St Lucie Glass & Mirror, Inc.
1520 SE South Niemeyer Cir Ste 2
Port Saint Lucie, FL 34952
772-335-7272
pslglassandmirror@gmail.com
www.pslglassandmirror.com

Estimate

ADDRESS

Emily Fingerhut
772-340-6967

ESTIMATE # 2963
DATE 08/30/2023

JOB LOCATION
710 Orange Ave.-Ft Pierce

DATE	SCOPE OF WORK	QTY	RATE	AMOUNT
	Furnish and Install new large missile storefront impact system S/F: YKK YHS 50 FS large missile impact for 9/16" impact glass S/F Doors: YKK 35H large missile impact Door Hardware: Surface mounted closer, standard 3pt lock, standard push/ pull bar and ADA compliant threshold (1) Single 3'0" x 7' 0" and transom Elevations: (1) thus 17' 0" x 10' 6" Finish: Clear anodized Glass: 9/16" Clear impact TOTAL CONTRACT PRICE: $22,764.00 *Includes St Lucie County, City of Ft Pierce Building Permits *50% Deposit required to place Order **Bid Exclusions: Demolition existing knee wall, support beams as required, repair work to existing dry wall, stucco, tile and paint .	1	22,764.00	22,764.00

A 50% deposit is required upon ordering all materials and scheduling all scope of work and the balance will be due upon completion.

TOTAL **$22,764.00**

Accepted By

Accepted Date

BUSINESS CHECKING

Account
...5220
Routing numbers

$200,842.08
Available balance

Account & balance info

Ending collected balance as of 11/17/23	$15,122.08
[redacted]	
Available balance	**$200,842.08**

[redacted]

11/17/23	ONLINE TRANSFER FROM HOUSE & DESIGNS, INC. BUSI	$80,000.00
11/17/23	ONLINE TRANSFER FROM GUTIERREZ G REF #IB0LCKPZH	$105,000.00

[redacted]

Totals	**$280,628.37**	**$82,094.40**

FPRA Regular Meeting **8. b.**

Meeting Date: December 12, 2023

Re: Oaks at Moore's Creek Phase II Update

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Oaks at Moore's Creek Phase II Update

Attachments

Presentation

Oaks at Moore's Creek II



TUESDAY,
DECEMBER 12, 2023



DEVELOPER OUTREACH TO POTENTIAL BUYERS PRESENTATION

Presenter: Daniel A. Rosemond, CEO
East to West Development Corporation

THE PROJECT



3 Bedrooms - 2 Bath
1,534 Sqft



3 Bedrooms - 2 Bath
1,800 Sqft



3 Bedrooms - 2.5 Bath
2,000 Sqft



3 Bedrooms - 2.5 Bath
2,092 Sqft

15 Single-Family homes being sold to first time homebuyers earning between 80% - 120% AMI

ALL CONTENT WITHIN THIS SIGN ARE AN ARTIST'S CONCEPTION AND FOR THE CONVIENCE OF REFERENCE. ALL DIMENSIONS ARE APPROXIMATE. THE DEVELOPER RESERVES THE RIGHT TO CHANGE AND ALTER MATERIALS, SPECIFICATIONS, FEATURES, DIMENSIONS, AND DESIGNS WITHOUT NOTICE. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO DOCUMENTS REQUIRED BY SECTION 718.503 OF THE FLORIDA STATUTES FURNISHED BY THE DEVEL TO THE BUYER. PICTURES AND PHOTOGRAPHS ARE SOLELY FOR ILLUSTRATIVE PURPOSES AND SHOULD NOT BE RELIED UPON WHEN MAKING A DECISION TO PURCHASE A HOME. HARDSCAPE, LANDSCAPE AND OTHER ITEMS SHOWN MAY BE DECORATOR SUGGESTIONS THAT ARE NOT INCLUDED IN THE PURCHASE PRICE AND AVAILABILITY MAY VARY. PRICES, FEATURES, ELEVATIONS, FLOOR PLANS, AND LOT DETAILS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

DEVELOPMENT AGREEMENT REQUIREMENTS



THE DEVELOPMENT AGREEMENT (EXHIBIT G) REQUIRED A POTENTIAL HOMEBUYER PLAN

→

- OUTREACH TO EMPLOYERS
- OFFERING TO CITY EMPLOYEES
- PARTNER WITH LOCAL REALTORS & HOUSING AUTHORITY
- APPEAL TO VETERANS
- COLLABORATE WITH LOCAL LENDERS
- ESTABLISH A PROJECT WEBSITE

DEVELOPER HAS MET OR EXCEEDED ALL OF THE ELEMENTS IN ITS PLAN

FIRST TIME HOMEBUYERS PROGRAM WORKSHOP



HOSTED BY CITY'S GRANTS DEDEPARTMENT

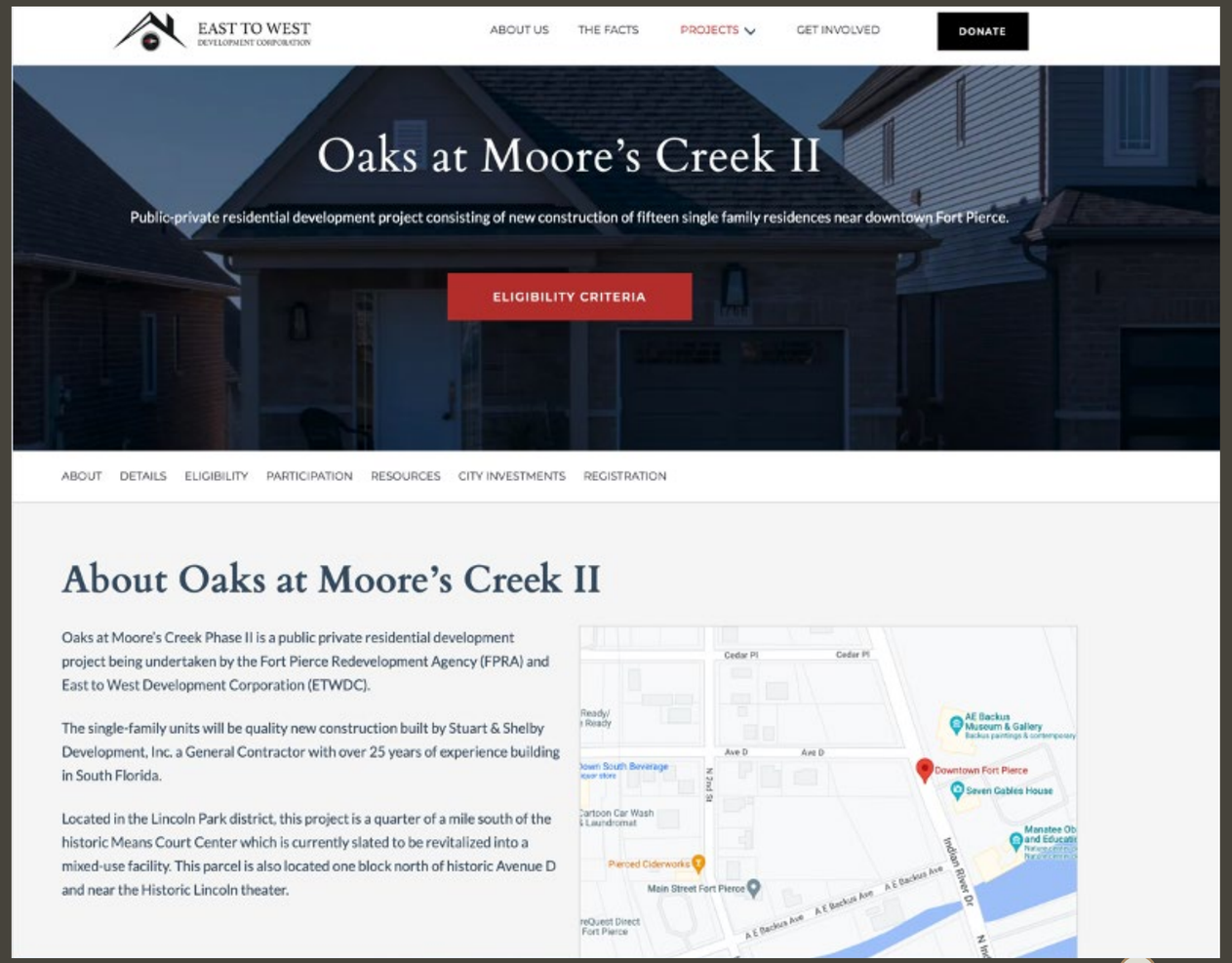
Saturday, September 18, 2021

Developer created informational flyer containing:

- Model Renderings
- Elibility criteria (2021 household income for St. Lucie County)
- Contact information

Flyer & information provided in English, Spanish & Creole

DEVELOPMENT OF PROJECT WEB PAGE



MAJOR EMPLOYERS IN THE CITY

COMPANY NAME	CONTACT	E-MAIL	DATE OF CONTACT	METHOD	NOTES
St. Lucie Public Schools	Dr. Rafael Sanchez	rafael.sanchez@stlucieschools.org	6/14/22	Email	No reply
Indian River State College	Melissa Whigham	mwhigham@irsc.edu	6/1 & 6/14/22	Email	No reply
Lawnwood Regional Medical Center	Janette Ordonez	janette.ordonez@hcahealthcare.com	6/22/222	Email	Responded: they cannot accept solicitation
Teleperformance			6/22/22	Telephone Call	Left a message
Cleveland Clinic Martin Health		askhr@ccf.org	6/22/22	Email	No reply
St. Lucie Medican Center	Andrea Augst	andrea.augst@hcahealthcare.com	6/22/22	Telephone Call	No reply
			6/27/22	Email	No reply
St. Lucie County Fire District	Brian Gonzalez	bgonzalez@slcfd.org	6/22 & 6/27/22	Email	No reply
New Horizonz of the Treasure Coast	Ronda Minter	rminter@nhtcinc.org	6/14/22	Email	No reply
St. Lucie County	Thom Epsky	epskyt@stlucie.org	6/1 & 6/14/22	Email	No reply
	Kara DePasquale	DePasquale@stlucie.org	6/23/22	Email	Responded: County policy does not permit advertisements such as this.
City of Fort Pierce	Kevin Browning	kbrowning@cityoffortpierce.com	6/1 & 6/14/22	Email	No reply

→

Employers with a minimum of 300 employees were reached

MEETING WITH INCUBATE NEIGHBORHOOD CENTER

Recommendation from Florida Housing Finance Corporation

Tuesday, August 23, 2022

Agency was in the works to become a HUD Certified Homebuyer Counseling Agency



MEETING WITH PARTNER LENDERS

Tuesday, October 5th, 2022

+ Be My Neighbor Mortgage

+ PNC Bank

HOMEBUYER TOWN HALL MEETING



Two (2) meetings held via Zoom

Thursday, October 20th, 2022 at 5:30 pm
&
Tuesday October 25th, 2022 at 10:30 am

"Over 50 potential homebuyers joined"

OUTREACH TO FORT PIERCE HOUSING AUTHORITY



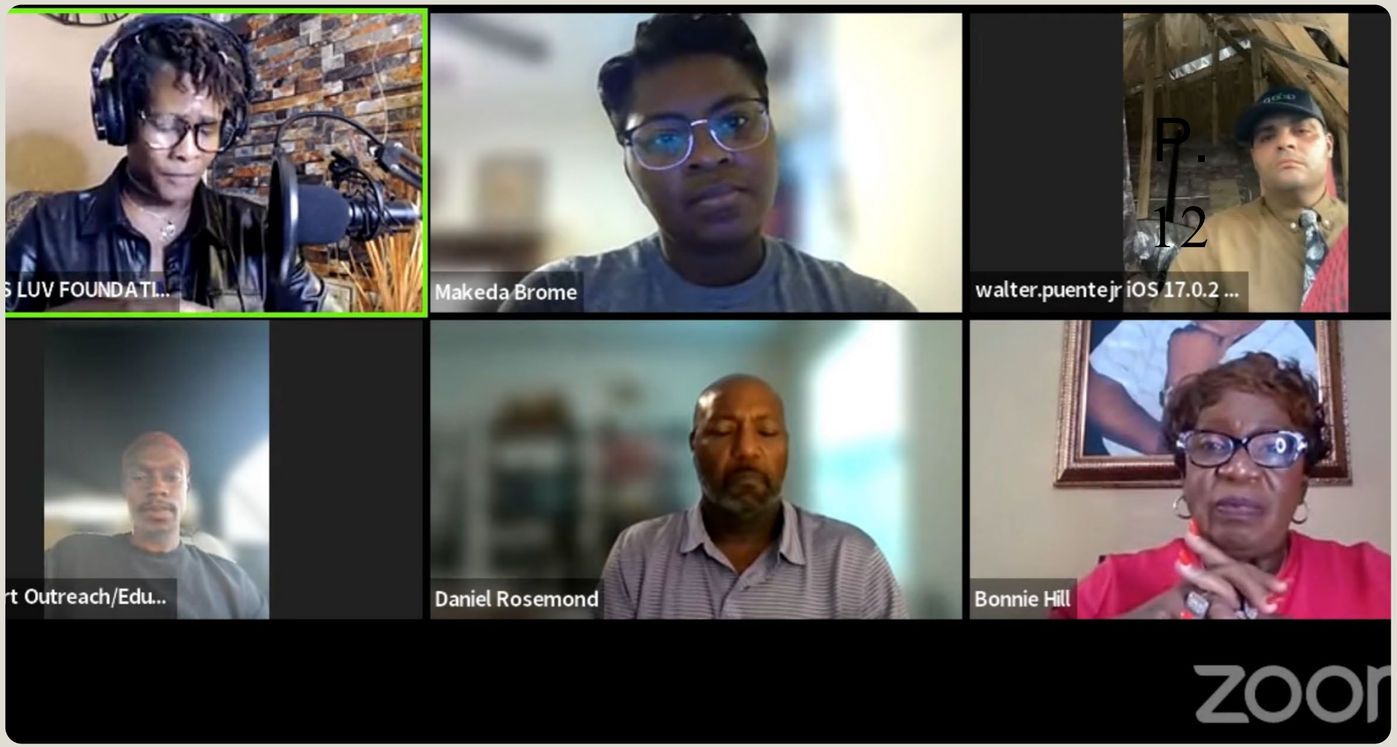
- Developer met with Executive Director of the FPHA and brokered conversations with approved lenders for their Rental to Ownership program.



PROJECT SIGN INSTLLED

ENGAGED A LOCAL LICENSED REALTOR

COMMUNITY PODCAST (LIVE BROADCAST)

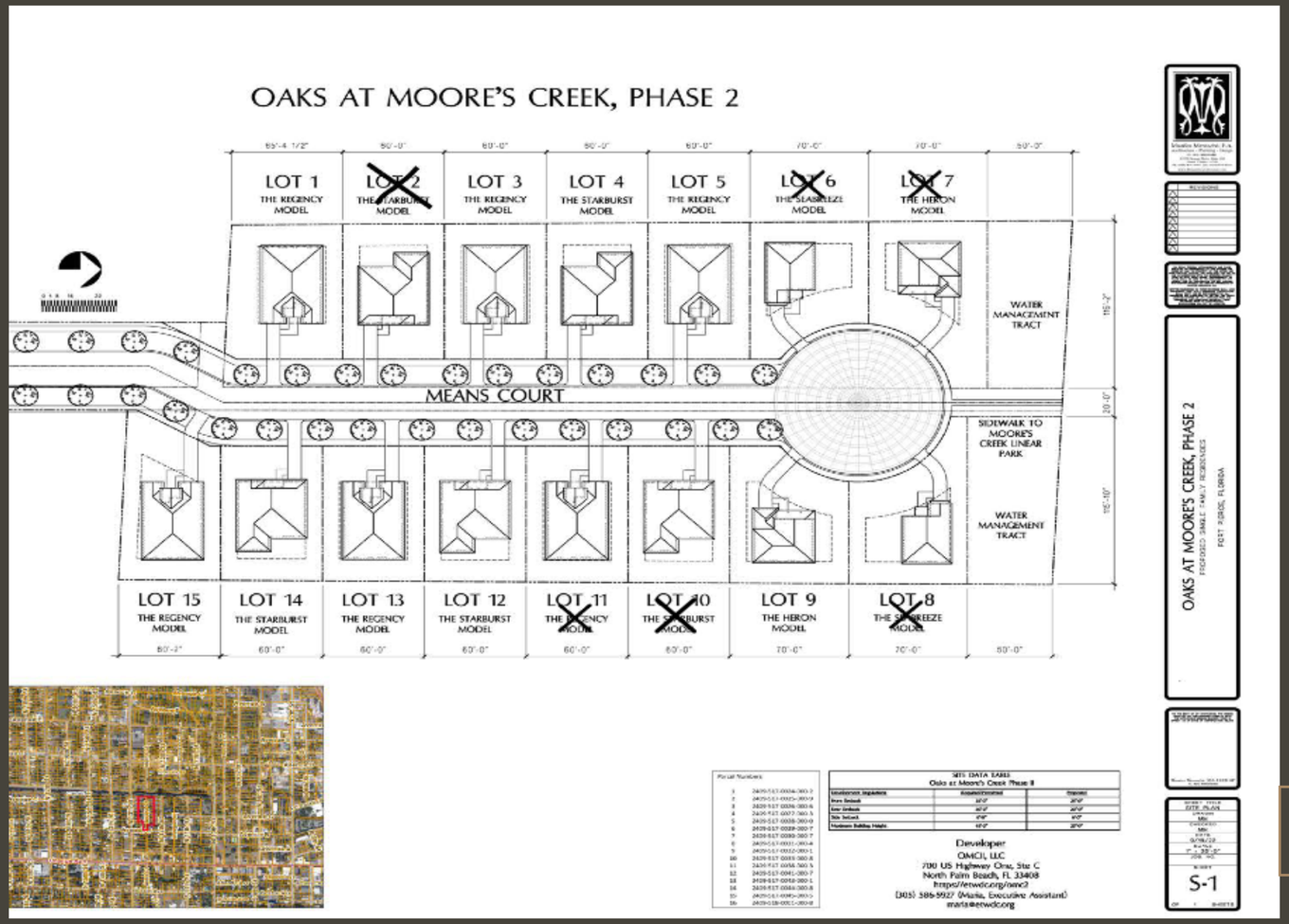




6 BUYERS WITH RESERVATION DEPOSIT AGREEMENTS

8 Additional potential buyers in the pipeline





CHALLENGES FACED WITH HOMEBUYERS



- Lack of responsiveness to document production
- Interest rate increases- reducing buying capacity
- Additional subsidy needed to qualify

Thank You

EAST TO WEST
DEVELOPMENT CORPORATION

www.etwdc.org

END

FPRA Regular Meeting **9. a.**

Meeting Date: December 12, 2023

Re: FPRA Programs & Activities Summary

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

FPRA Programs & Activities Summary

Attachments

Programs & Activities Update

FORT PIERCE REDEVELOPMENT AGENCY

Programs & Activities Summary

NOVEMBER 2023



HAPPY HOLIDAYS

LOVE THE FORT

2023 FRA ANNUAL CONFERENCE & AWARD

On October 26, 2023, FPRA staff and inspire Placemaking Collective received the award of Planning Studies for the submission of the Downtown Master Plan Project.



TALLAHASSEE, Fla. — The 2023 Florida Redevelopment Association (FRA) Annual Conference and Awards Reception celebrated the exceptional accomplishments of city and county organizations and entities from across the state of Florida in the field of redevelopment and community enhancement.

The FRA, a non-profit organization dedicated to supporting Florida professionals and volunteers engaged in community redevelopment initiatives, annually bestows awards that acknowledge the remarkable achievements of various organizations and programs throughout the state. The Roy F. Kenzie Awards commend excellence across diverse categories, encompassing everything from rehabilitation renovation and management programs to cultural enrichment and housing.

This year's honorees encompass a broad spectrum of projects and initiatives, including projects from the **Delray Beach CRA, The City of Groveland, Pompano Beach CRA, St. Could CRA, Boynton Beach CRA, City of Deerfield Beach, Hoy Architects, City of Ocala, City of Palmetto CRA, and City of Fort Pierce and Inspire Placemaking Collective.**s.

Community Redevelopment Agencies (CRAs) and development organizations serve as catalysts for the enhancement of cities and urban areas through redevelopment initiatives. These organizations are overseen by boards that are composed of five to seven members, separate from local governments. CRAs primarily focus on projects and plans that contribute to economic development, stimulate growth, and foster increased community engagement.

All entries for the FRA Awards undergo thorough assessment and evaluation, considering factors such as effectiveness, completeness, narrative quality, creativity, supplemental materials, and adherence to submission guideline

For additional information about the FRA and to explore the accomplishments of the 2023 FRA Award recipients and their projects, please visit https://redevelopment.net/2023-fra-awards/.









About the FRA

The Florida Redevelopment Association is a not-for-profit organization dedicated to assisting Florida professionals and volunteers in community revitalization efforts. With its mission of “transforming spaces, revitalizing places,” the FRA is committed to providing a forum for its more than 300 members to share knowledge and common experiences regarding revitalization opportunities and issues throughout Florida. Learn more at https://redevelopment.net.

KING'S LANDING

Audubon received their building permit to begin infrastructure work (utilities and drainage) to serve the entire King's Landing project as required by the Development Agreement and has begun site work. Staff will continue to meet with the developer on a monthly basis to stay up to date on the project.





Scan QR code for recent news article about the project.

Over 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.

Audubon Development recently received approval from the Planning Board and City Commission for the final plat of the Villas at King's Landing. This approval was needed as the Villas have been redesigned with rear-load garages and will now accommodate ten homes instead of the original eight.

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

- **GOAL 5.4**. The Fort Pierce Redevelopment Agency shall evaluate potential public-private redevelopment programming, partnerships and other legal mechanisms to assist in the development of residential housing stock.
- **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. Regulatory incentive examples may include but are not limited to: reduced/eliminated parking requirements, reduced open space requirements and increased building height limitations where appropriate; financial incentives may include but are not limited to: tax-increment recapture programs, tax abatement programs, City and County impact fee reductions or moratoriums, and rental subsidies for targeted businesses. The Fort Pierce Redevelopment Agency shall support the redevelopment of the former H.D. King Power site and other targeted redevelopment sites within the Redevelopment Area.
- **GOAL 8.1.** The Fort Pierce Redevelopment Agency shall coordinate with the St. Lucie County Economic Development Council and provide information regarding available sites and facilities that may accommodate or support water-based industries and businesses for potential private-sector recruitment and

DOWNTOWN MASTER PLAN

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.



RFQ 2024-005 was issued on October 15, 2023 to solicit Statements of Qualifications from professional firms qualified to provide design and consulting services in a variety of disciplines for the purpose of providing services to support the implementation of City plans, projects, and initiatives such as the FPRA Redevelopment Plan, Comprehensive Plan, Capital Improvement Plan and Downtown Master Plan. The City desires to pre-qualify licensed professional consultants under continuing services contracts conforming to the stipulations outlined with Chapter 287.055 of the Florida Statutes, also known as the "Consultant's Competitive Negotiation Act", or CCNA. Once vendors are selected, the FPRA will request scopes of work from the qualified firms to further develop the concepts and ideas presented in the Downtown Master Plan, as approved in the 2024 Project Based Budget and FPRA Capital Improvement Plan. **23 responses were received. The responses will be evaluated by staff and presented to the City Commission in January 2024.**

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.



“Because of this program I can pass the savings to the new home buyer. This is a very great opportunity for a builder like myself. The staff at the city is 5 star. I wish other municipalities were like this. My goal is to build at least 100 houses within the next 3 to 5 years.”

ANDRE BAXAM

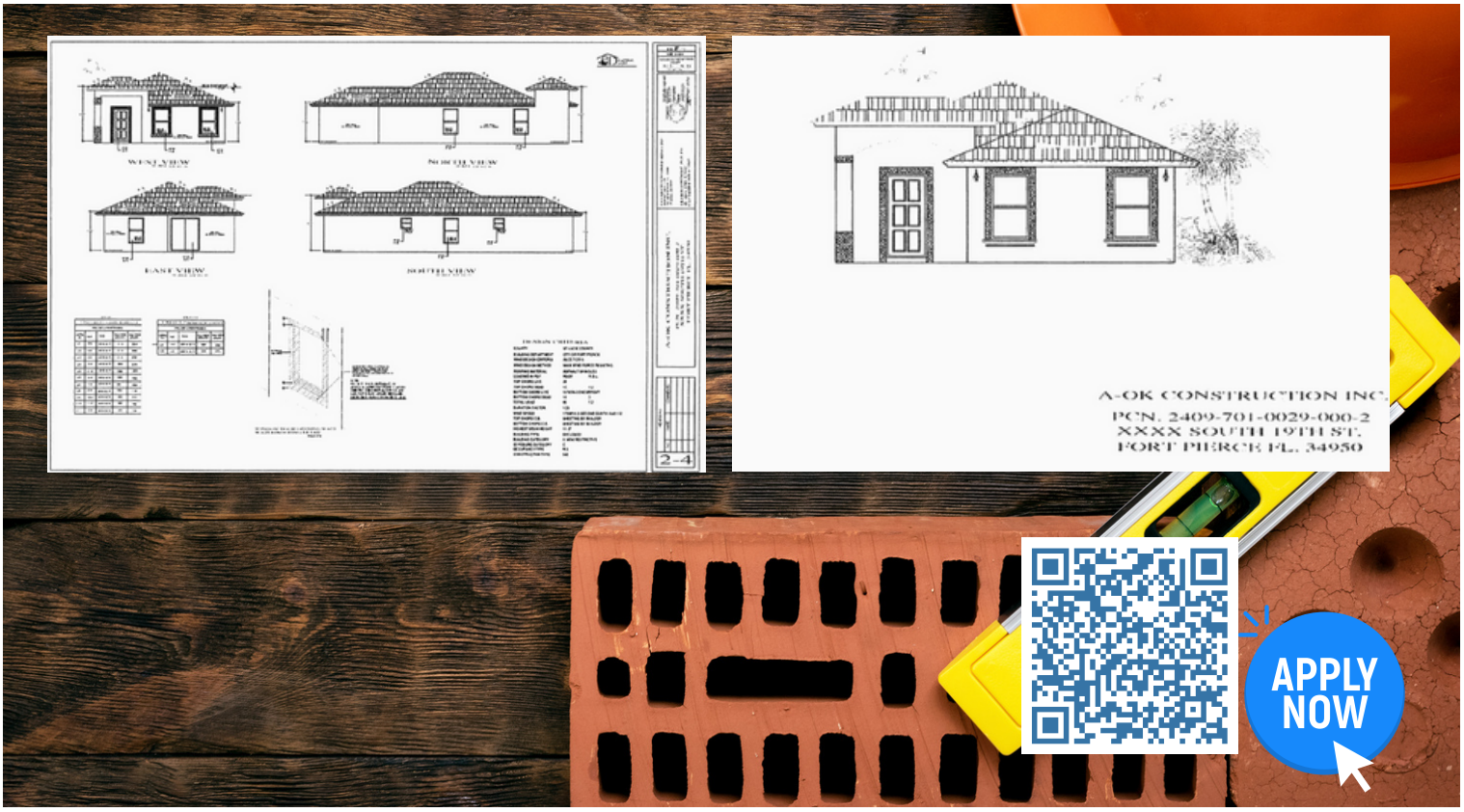
Owner of Bax 815 Holdings

INFILL LIEN REDUCTION PROGRAM

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.

Staff received an Infill Lien Reduction application for another property in the Fort Pierce Redevelopment Agency boundaries. The property owner plans to build a 3 bedroom, 2 bathroom single family home at 150 S. 19th Street. The agreement was approved by the City Commission on November 20, 2023. We look forward to another successful new construction project thanks to the alleviation of liens.



WAYFINDING

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.

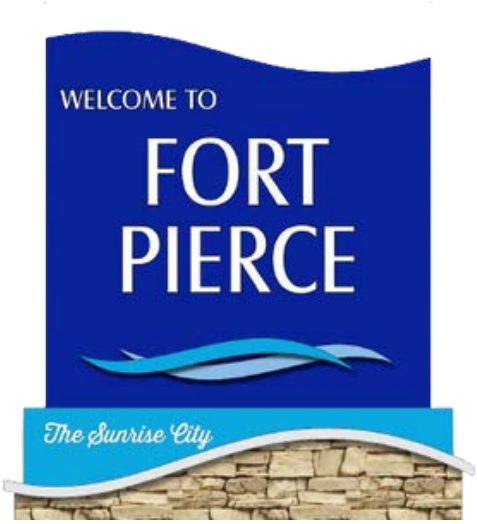
Designs of the Gateway/Entrance Signs, Wayfinding Directional Signs, District Brand Signs and Public Parking Signs have been approved and finalized.



- Confirm the location of the signs and determine if the signs will be installed on softscape or hardscape.
- Take photos of the Gateway locations and provide width of road, and sign location.

- Approved prints will proceed with Engineering.
- Verify that all the approved signs will meet permitting approvals.

- Submit for CAF (Community Aesthetic Feature) and FDOT approvals.



Gateway Sign



Wayfinding Sign



District Brand Sign



Parking Sign

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.

FISHERMAN'S WHARF

The City Commission and FPRA Board approved a fourth amendment to extend and toll the time periods in the agreement for 12 months.



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 raised by the developer.

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

- **GOAL 5.4**. The Fort Pierce Redevelopment Agency shall evaluate potential public-private redevelopment programming, partnerships and other legal mechanisms to assist in the development of residential housing stock.
- **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. Regulatory incentive examples may include but are not limited to: reduced/eliminated parking requirements, reduced open space requirements and increased building height limitations where appropriate; financial incentives may include but are not limited to: tax-increment recapture programs, tax abatement programs, City and County impact fee reductions or moratoriums, and rental subsidies for targeted businesses. The Fort Pierce Redevelopment Agency shall support the redevelopment of the former H.D. King Power site and other targeted redevelopment sites within the Redevelopment Area.
- **GOAL 8.1.** The Fort Pierce Redevelopment Agency shall coordinate with the St. Lucie County Economic Development Council and provide information regarding available sites and facilities that may accommodate or support water-based industries and businesses for potential private-sector recruitment and

OLD CITY HALL

Phase I of this project will be to improve the exterior of the building. The restoration improvements will consist of pressure washing the exterior, patching holes and cracks, replacing windows due to window frame rot. Staff will commence on the solicitation process - Request for Proposals (RFP) for a contractor to restore the exterior.



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.

PARKING IMPROVEMENTS

- 1200 Avenue D new parking lot construction - Design to be completed September 2023 and construction anticipated by March 2024.
- JCPenney parking lot improvements – Design and construction cost estimate to be completed by November 2023 and construction anticipated by February 2024.

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.

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.

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.

COMMERCIAL FAÇADE GRANTS

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.

The application window for the Commercial Façade program has closed.
The FPRA received five qualified applications. These submissions will be presented to the FPRA Board during the December 2023 meeting for potential awards.

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.

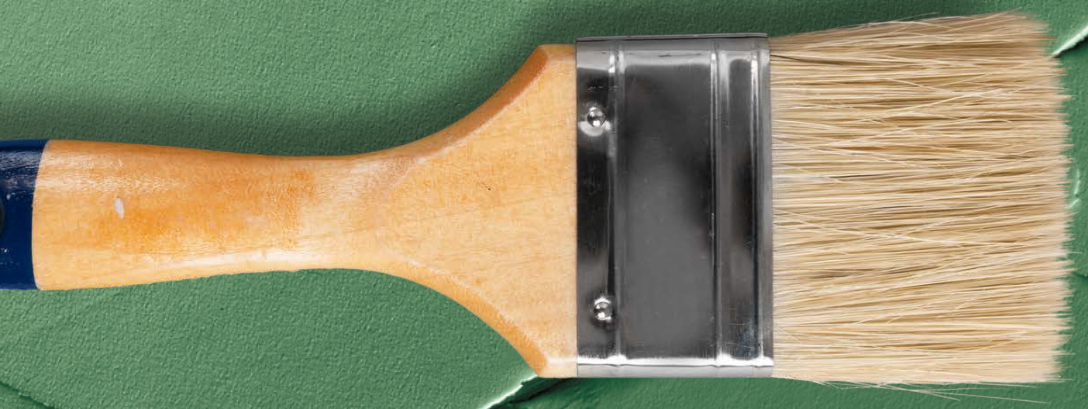
We have approved a total of thirty-three properties for reimbursement, totaling $25,164.33. As a result, we currently have $24,835.67 remaining funds for the program.

Out of the approved properties, sixteen are commercial and seventeen are residential.

Exciting news! The FPRA Board has recently approved additional funding for the upcoming 2023-2024 fiscal year.

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 within the Community Redevelopment Area..



PAINT PROGRAM

736 DELAWARE AVE





COMMERCIAL SIGN GRANT PROGRAM

As part of the commitment to increase local business awareness, economic productivity, and the overall visual appeal of the Fort Pierce Redevelopment Agency (FPRA), the FPRA has launched the Commercial Sign Grant Program. This program encourages property owners to upgrade their signage, replacing old and outdated ones with modern and visually appealing signs. Upgrading signage is not only more aesthetically attractive for the residents and visitors in our community but also increases the brand exposure of businesses to improve the chances of new customer acquisition and repeat business.

The program provides financial assistance by offering a reimbursable grant of up to $5,000 per property. This grant is being offered to existing businesses and can be used towards a new sign or to upgrade and replace old and outdated signs with modern and visually appealing signs.

The property must be located within the FPRA District to be eligible for this program. The funds will be distributed on a first-come, first-served basis until all funds are depleted.

The program meets 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 9.** The Fort Pierce Redevelopment Agency shall support small businesses, start-up businesses and support entrepreneurial activity within the Redevelopment Area.



The application window for the Commercial Sign program remains open. We've already received eleven applications for this program. Once approved, applicants have 90 days to finalize their projects, and we're eagerly anticipating their completion.

OLD ST. ANASTASIA

EXTERIOR RESTORATION



On August 8, 2023, the Fort Pierce Redevelopment Agency (FPRA) selected Innovative Masonry Restoration, LLC (IMR) as the contractor to restore the exterior structure of the Old St. Anastasia Catholic School Building through a competitive bid process. The building is situated on 10th Street and Orange Avenue, and the FPRA Board directed staff to commence negotiations with the winning bidder. As part of a multi-phased approach to the site's redevelopment, the FPRA has allocated a budget of $500,000 for the exterior restoration. The project's objective is to enhance the community's aesthetic appeal while also eliminating slums and blight. The restoration will entail repairing and revitalizing the building's exterior to resemble its original appearance. The agreement is currently under review by the City Attorney's Office and will be presented to the FPRA Board for execution at the December 12th, 2023 meeting.

INTERIOR REHABILITATION AND SITE REDEVELOPMENT

At the November 14, 2023 FPRA Board Meeting, the Board directed staff to develop a Request for Proposals (RFP) for the interior rehabilitation of the Old St. Anastasia building with the option of redeveloping the adjacent vacant land. This task is anticipated to be completed by the end of January 2024. Upon the completion of this task, advertisements for the RFP will be disseminated to the general public.

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.

SMALL BUSINESS INITIATIVES

THE CITY OF FORT PIERCE SMALL BUSINESS PATHWAY PROGRAM

CITY OF FORT PIERCE SMALL BUSINESS PATHWAY PROGRAM

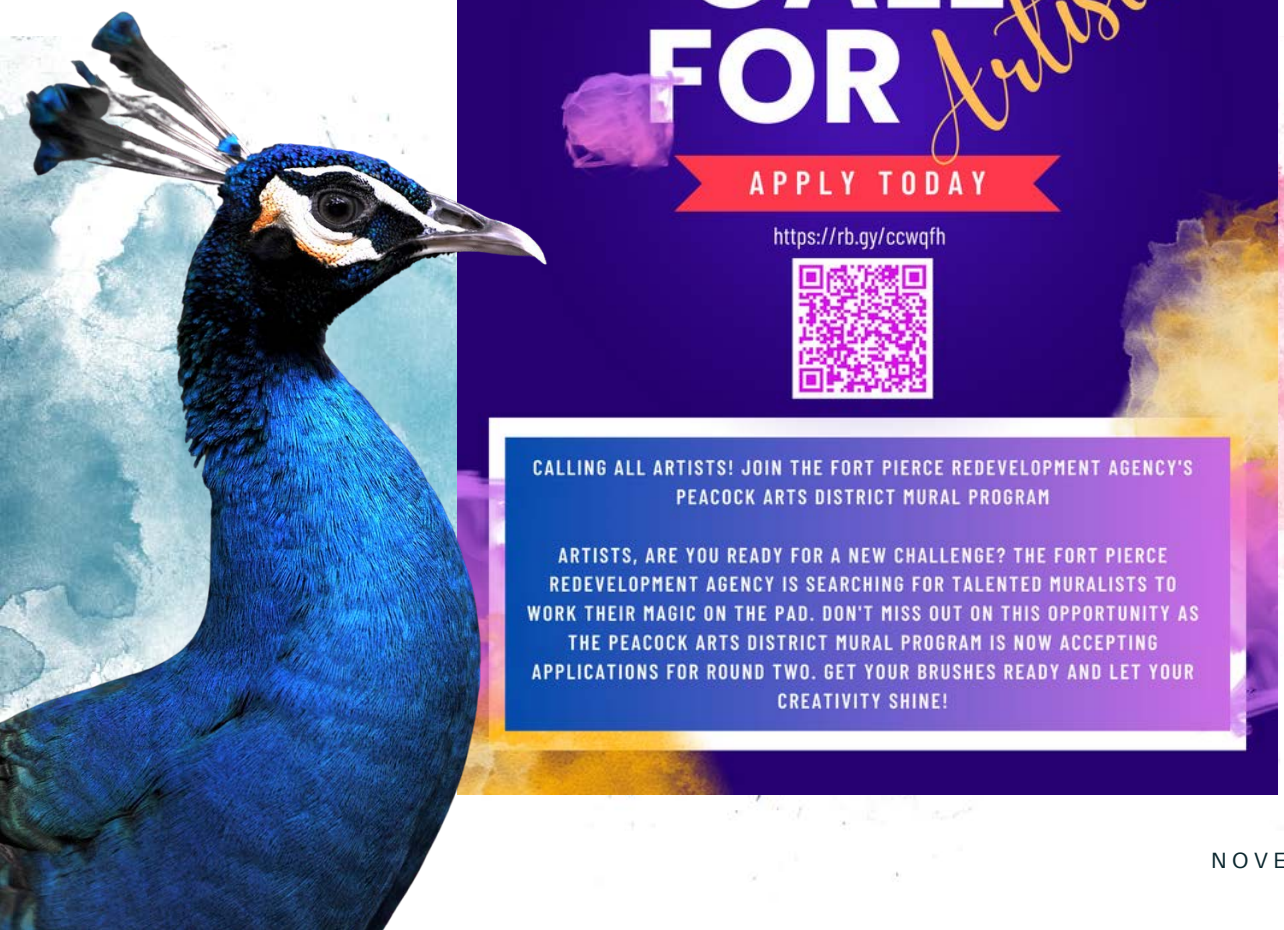
The Fort Pierce Redevelopment Agency (FPRA) has recently concluded the Small Business Pathway Program. This virtual program, held between September 28th and October 17th, covered a range of topics, including Finding Financing, Small Business Support Services, Marketing and Promotion, and Recruitment and Retention. The program was developed based on feedback from small business owners who participated in the Business Development Poll conducted in December 2022. The results revealed a significant interest and need for developmental programs to support small businesses within our community. **On November 13, 2023, at the City Commission Conference Meeting, recognition was given to eight participants who successfully completed the program, out of approximately 20 participants who attended different sessions. These eight participants attended all four sessions, qualifying them for recognition.** The Small Business Pathway Program was made possible through partnerships with the Small Business Development Center at Indian River State College, Career Source – Research Coast, Maria Brown, SHRM, Levinson Built, the City of Fort Pierce, and the Fort Pierce Redevelopment Agency. Video recordings of all program sessions are available on the City's website at **https://cityoffortpierce.com/1083/Small-Business-Pathway-Program.**

PAD MURAL PROGRAM

The Fort Pierce Redevelopment Agency (FPRA) has successfully secured three properties for murals located at 526 Ave A, 717 Orange Ave, and 117 N. 5th St. Interested artists may apply by submitting their applications online via the PAD Mural Program webpage until Thursday, February 1, 2024. The deadline for completion of the murals is June 1, 2024. The Peacock Arts District (PAD) continues to expand with more artwork and an increasing number of properties and artists collaborating to support this initiative. Through the power of art, we aim to attract positive attention, promote economic development, and enhance the aesthetic appeal of the area. For additional program details and artist applications, please visit https://cityoffortpierce.com/1056/Peacock-Arts-District-Mural-Program.

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.**



The ROOT

The ROOT, which stands for Recognizing Ourselves and Others Together, is a concept led by Lincoln Park Young Professionals that involves the concept to create a nonpermanent outdoor venue for community gatherings. It will feature classrooms, a library, a kitchen, an area for entertainment, food truck vendors, a sound booth, and pop-up events for local small business owners. The proposed concept involves the creation of an open-air community engagement space utilizing repurposed shipping containers.

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.

Currently, revisions to the original proposal are being reviewed and a permit is expected by the end of December 2023 and construction expected to start in January 2024. While this process takes place, Lincoln Park Young Professionals and Remnant Construction are working on a plan to clean up the construction site by removing piles of concrete, weeds, and repairing the silt fence.

Ave D Model Block Project

Through a multi-agency partnership, St. Lucie County Government, the City of Fort Pierce, and the Fort Pierce Redevelopment Agency (FPRA) are working together to bring a mixed-use development with affordable housing to the Lincoln Park District. The proposed site consists primarily of county-owned parcels located at Ave. D and 7th Street and a few parcels belonging to the City and FPRA.

In April of 2023, the County, City, and FPRA entered into an interlocal agreement and recently issued a Request For Information (RFI) through the County's Procurement Department to obtain input from members of the real estate development community on this opportunity. In addition, a developer outreach meeting was held on July 20th to attract attention and share information communicated through the Request For Information (RFI). The RFI recently closed in August, and submissions were received. They are currently being reviewed by a joint committee of staff members from all partnering agencies. T**he evaluation committee met in late September and are working together to draft a Request For Proposals (RFP). The RFP process is being managed by the County and is expected to out in early 2024.**

Highwaymen Museum

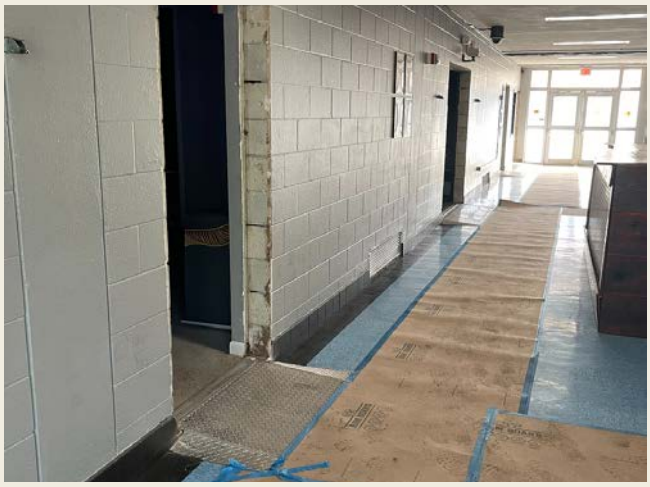
The City of Fort Pierce was awarded an African American Cultural and Historical Grant from the Department of State in the amount of $483,662 for the renovation of the Jackie L. Caynon Building to create the City of Fort Pierce Florida Highwaymen Museum. Slated to open in January 2024, the museum, honoring historic African American Highwaymen artists, will showcase works of art that originated in Fort Pierce. **The project will be presented to the Historic Preservation Board in January 2024 because the building is located in Lincoln Park, a historical district.**

Means Court Center

The project, proposed by the Incubate Neighborhood Center, to transform the historically significant Means Court Center into a multi-service community resource hub that offers classes to help startup companies and entrepreneurs develop their businesses as well as homeownership, workforce development, and financial-lending programs. The multi-purpose facility will provide space for co-located nonprofits to offer social services in one central location on the first level, along with meeting spaces, classrooms, and media production facilities. The second level will be a business incubator.

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.

In November, Incubate Neighborhood Center received its permit to begin Phase I of the organization's proposed improvements to the Means Court Center. The work involves renovations to the first floor to include the installation of ADA accessible restrooms and an elevator lift to provide ADA access to the second level of the facility. The work is projected to be completed in March 2024.







Oaks at Moore's Creek

Oaks at Moore's Creek-II, a public private partnership between the City of Fort Pierce, FPRA, and developer, OMC II, LLC, will be breaking ground on a new attainable workforce housing development. The groundbreaking ceremony is December 12, 2023 at 10 AM.

The 15 new single-family homes will be located on Means Court, between Avenue B and Moore's Creek. Phase II will offer potential first-time home buyers four different residential models. The models are all 3 bedroom, 2 baths ranging from 1200 square feet to 1700 square feet. The homes will sell between $289k-$349k and will be sold to first-time homebuyers who are income eligible. Construction begins in January 2024 on the first four residences.



FREEBEE - NOVEMBER RIDERSHIP

ZONE SUMMARY



COMPLETED RIDES	TOTAL PASSENGERS	AVG AGE	
1,044	1,646	5.1% / 25.5% / 45.5% / 23.9%	
AVG DRIVER RATING		Under 20 / 21-34 / 35-50 / 51-Over	
4.88			
AVERAGE TIME	Ride request to selected 0.07m	Ride request to pickup 9.16m	
RIDES BY WAITING TIMES	0-10 Min 713	10-15 Min 187	15-20 Min 87	20-30 Min 48	30+ Min 9
APP RIDES	FLAG DOWN RIDES	MEN DRIVEN	FEMALE DRIVEN
1,044	131	950	698

PASSENGERS & RIDES BY MONTH





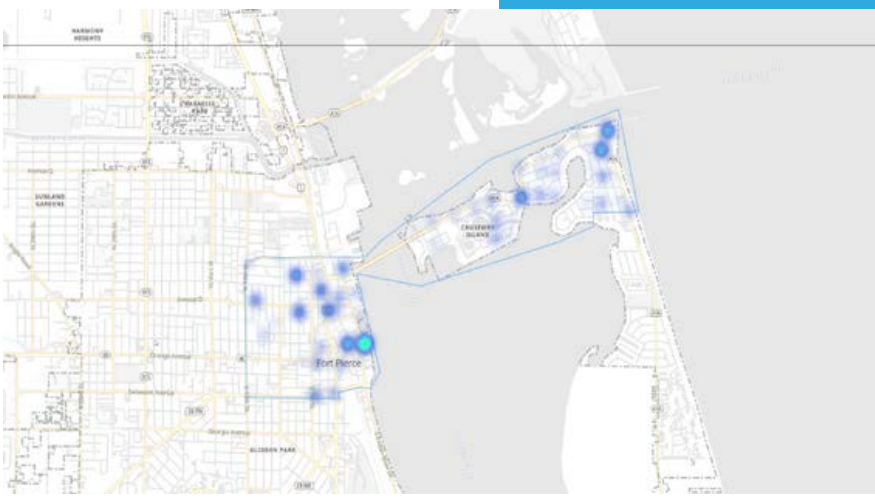
ON-DEMAND TRANSIT SERVICES

In August, 2023, the FPRA Board voted in favor of issuing a Request for Proposal (RFP) from qualified firms for on-demand transportation services to enhance ride share services and transport users within the FPRA Boundaries. This Program will include short-distance on-demand electric vehicle services within the FPRA limits, and this will be free to the users.

The City recently issued the Request for Proposals for a more long term on-demand transit service provider to continue and expand the service after the pilot program expires.

Proposals were due November 20, 2023 and five (5) proposals were received. The next steps is to evaluate the proposals and go before the FPRA Board in January 2024 for approval to award the recommendation.

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 TRANSPORATION

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 November 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 disturbance calls, parking concerns, and minor disturbances. A field interview and trespass warning 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”.

Note: During this time frame report systems were down for several weeks due to St Lucie County System Outage. This has affected additional notations and availability of all Event and Case Number s for this report.



107

Businesses Contacted



151

Directed Close Patrols



0

Traffic Related Issues/Parking Concerns



0

Response to Rescue Calls



10

Responses to Disturbance Calls



1

Trespass Warnings Issued



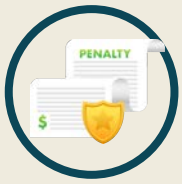
0

Arrests



7

Field Interviews Conducted



1

Warning Tickets



0

Traffic Citations

JETTY PARK DETAIL

PATROL AREA

Off-duty officers assigned to patrol Jetty Park and its surrounding areas are responsible for ensuring the safety and security of park visitors, the parking lots, Jetty boardwalk, beach area, and adjacent businesses.

OFFICERS NEEDED

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

MODE OF TRANSPORATION

The officers will patrol Jetty Park via foot, segway (if trained), and bicycle (if certified).

HOURS OF PATROL

Fridays	Saturdays	Sundays
7:00pm – 1:00am	8:00pm – 2:00am	6:00pm – 12:00am

Off-duty officers serve as a visible and proactive presence to ensue that community members can safely and peacefully enjoy the Jetty Park and surrounding business. Some of their key responsibilities are:

- Conduct regular foot and, if certified, bicycle, or Segway patrols throughout Jetty Park, including parking lots, boardwalk, beach area, and surrounding businesses.
- Monitor the area to detect any unusual or suspicious activity and take appropriate action.
- Maintain a visible presence to ensure the safety of visitors.
- Provide assistance, directions, and information to community members, addressing their questions or concerns.
- Respond promptly to incidents, accidents, and emergencies within the park, rendering first aid or requesting additional assistance as needed.
- Ensure orderly flow of traffic within parking lots, assisting with parking and directing vehicles when necessary.
- Enforce parking regulations and issue citations as necessary.
- Maintain a positive relationship with nearby businesses, ensuring their security concerns are addressed promptly.
- Collaborate with business owners and staff to address any security issues or incidents that may affect their operations.
- Complete accurate and thorough incident reports, daily activity logs, and any necessary paperwork

The FPRA Jetty Detail began on Friday October 6, 2023. During the month of November 2023, Off-Duty Officers working the Jetty FPRA Detail made 52 contacts with surrounding businesses and business representatives, responded to 9 Disturbance Calls, 0 Rescue Calls, 1 Traffic Related Call, 0 Shooting Activity Calls, conducted 68 Directed Close Patrols, conducted 0 Field Interviews, issued 1 Trespass Warning, 10 Open Container Violations, and 0 Arrests.

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”. **Note**: During this time frame report systems were down for several weeks due to St Lucie County System Outage. This has affected additional notations and availability of all Event and Case Numbers for this report.



52

Businesses Contacted



68

Directed Close Patrols



1

Traffic Related Issues/Parking Concerns



0

Response to Rescue Calls



9

Responses to Disturbance Calls



1

Trespass Warnings Issued



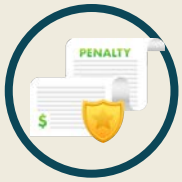
0

Arrests



0

Field Interviews Conducted



0

Warning Tickets



10

Open Container Violation

SCHOOL RESOURCE OFFICERS











SRO Jorge Goz C.A. Moore

Officer Goz continues to mentor a 4th grade C.A Moore Student through the mentoring program. Officer Goz completed November Code Red and Safety drills. Officer Goz had no threat assessments in the month of November. Officer Goz continues to provide students in need with food for the weekend through the partnership of Grace Packs (Food Pantry). In the month of November, the students were out of school for Thanksgiving. Due to the Holiday, Officer Goz partnered with the Elks Club and was able to provide Thanksgiving meals to 50 C.A Moore Families that included: A Whole Turkey, 2boxes of stuffing, 2 green bean, 2graveys and 2 cranberry sauces. In addition, C.A Moore conducted their monthly career day for 5th grade students and Deputy Chief Ridle and spoke to the students about the importance of education and his road to becoming a Deputy Chief.

SRO Mary Stephens Dan McCarty Middle School

Officer Stephens continues to mentor Dan McCarty students through the volleyball team. She was honored to walk with one of her players during Senior Night. Officer Stephens has completed 2 threat assessments that resulted in keeping the students and staff safe. Dan McCarty Middle School participated in November Code Red and Safety drills.

Training attended by SRO's during the month of November 2023

- Officer Goz attended virtual 2023 National Summit on K-12 School Safety and Security Resource

SUNRISE THEATRE

This month's highlight is the Sunrise Theatre Foundation, they provided bus transportation to approximately 550 children from 8 different schools so they could enjoy a funded educational performance by Steve Trash, teaching the children about recycling, ecology, and science.

The Sunrise Theatre Foundation goals are to bring the theater experience of the performing arts to children of the Treasure Coast and to support improvements to the Sunrise which will enhance the Theatre to fulfill its purpose within the community.













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