

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

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

City and Contractor hereby agree as follows:

1. Contractor Services.

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

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

2. Compensation.

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

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

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

3. Term.

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

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

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

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

5. **Ownership and Use of Work Material.**

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

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

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

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

7. **Public Records.**

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

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

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

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

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

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

8. **Termination.**

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

Bid No. 2023-010

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

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

9. Indemnification.

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

10. Insurance.

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

- (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also, a copy of the actual notice of cancellation

endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Agency and its officials, officers and employees as additional insureds in the Commercial General Liability coverage;

- (b) the original of the policy(ies); or
- (c) other evidence satisfactory to the Agency.

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

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

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the Agency with thirty (30) days written notice of cancellation.

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

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

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

Commercial General Liability Insurance

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

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

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

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

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

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

Automobile Liability - Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the Agency with thirty (30) days written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000
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Environmental Impairment Liability

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

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

General Conditions

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

Except where prior written approval has been obtained hereunder, the insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Contractor shall pay on behalf of the Agency or its officials, officers and employees any deductible or self-insured retention applicable to a claim against the Agency or its officials, officers and employees.

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

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

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

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce

Attention: Purchasing Department

100 N. U.S. Hwy 1

Fort Pierce, FL 34954-1480

Additional Insured for General Liability

City of Fort Pierce and its officials, officers and employees

11. Written Authorization Required

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

12. Notice

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

As to Agency:

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

With a Copy To:

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

As to Contractor:

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

13. Miscellaneous

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

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

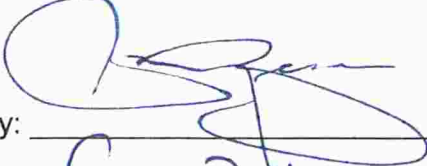
- 13.6 Dispute Resolution. Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Contractor and the Agency. Unless otherwise directed by Agency, Contractor shall carry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

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

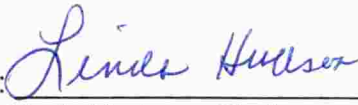
contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the affidavit during the terms of this Agreement.

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


**CONTRACTOR
DON BELL SIGNS, LLC.**

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

FORT PIERCE REDEVELOPMENT AGENCY

By: 
Linda Hudson, Chairwoman
Date: 8/8/2023

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

By: 
Sara K. Hedges, Interim City Attorney

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

EXHIBIT "A"
STATEMENT OF WORK

1. SCOPE OF WORK

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

PHASE I:

Sign Types and Quantities:

- **CITY GATEWAY SIGNS (9)**
 - Entrance/welcome signs located at the gateways of the City of Fort Pierce
- **WAYFINDING DIRECTIONAL SIGNS (30)**
 - Signs directing travelers to points of interest throughout the City of Fort Pierce.
- **DISTRICT BRAND SIGNS (13)**
 - Signs identifying the five districts of the Fort Pierce Redevelopment Agency: Downtown Fort Pierce, Fisherman's Wharf, South Beach, Lincoln Park, and Peacock Arts District. Each district has their own unique logo which should be utilized for the district brand signs.
- **PUBLIC PARKING (10)**
 - Succinct public parking signs to direct and identify public parking locations throughout Downtown Fort Pierce.

SUBSEQUENT PHASES:

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

2. WORK SCHEDULE

The Contractor agrees to adhere to the following schedule:

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

3. PAYMENT SCHEDULE

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

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

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

EXHIBIT "B"
CONTRACTOR'S PROPOSAL