ADVERTISEMENT

REQUEST FOR PROPOSAL (RFP) # 2017-2904

Martin County Community Redevelopment Agency (CRA)
2401 S.E. Monterey Road
Stuart, Florida 34996
(772) 288-5481
E-mail: pur_div@martin.fl.us
www.martin.fl.us

The Martin County CRA will receive sealed proposals for:

AMENDMENT & UPDATE TO COMMUNITY REDEVELOPMENT PLANS

Sealed proposals will be received by the Information Desk on the 1st Floor at the address above until 2:30 PM local time, on Wednesday, December 14, 2016.

The basic proposal document is available at www.martin.fl.us. Type “bids” in the Search field.

Proposers must register with DemandStar in order to receive all required documents and notification of addenda. Register for FREE at http://www.onvia.com/demandstar-subscriptions. Click on “Onvia DemandStar FREE AGENCY”.

Martin County is an equal opportunity/affirmative action employer.

By order of the Board of County Commissioners of Martin County, Florida.
I. INTRODUCTION

The Martin County Community Redevelopment Agency (Agency) of Martin County, Florida is requesting proposals from professional service providers to update and amend Martin County’s Countywide Community Redevelopment Plan (CRP) and Community Redevelopment Area Plans (Plans) of seven redevelopment areas:

1. Golden Gate
2. Hobe Sound
3. Indiantown
4. Jensen Beach
5. Palm City
6. Port Salerno
7. Rio

The plans and other information about each Community Redevelopment Area (CRA) are available online at www.martin.fl.us/CRA.

The Agency desires to update and amend the plans in consideration of 1) changes in market, environment and other conditions in the designated redevelopment area since the adoption of the plan and 2) the current community vision for the redevelopment area. Amendments and updates will focus primarily on creating a strong implementation plan for each area and an economic element for each Plan with the aim of encouraging investment and redevelopment activities within the CRAs.

The Plans are intended to propose a general work program and timeframe within which public and private resources may be used to accomplish a sufficient degree of rehabilitation, restoration, infrastructure improvement, and redevelopment activity. The Plans should include recommendations for the use of public resources within the redevelopment area and may include recommendations regarding the acquisition and disposition of land in the area.

Amendments to the adopted Plans must meet the standards and requirements set forth in the Community Redevelopment Act of 1969, Chapter 163, Part III, Florida Statutes. The amended CRP shall be based, in part, on the conditions identified in the original Finding of Necessity for Redevelopment and propose methods by which those conditions may be ameliorated. Furthermore, amendments to the CRP shall be consistent with the Martin County Comprehensive Growth Management Plan and existing zoning in the redevelopment area, or suggest appropriate amendments to achieve consistency. These amendments will build upon past planning work conducted by consultants and staff and will ensure full statutory compliance in each of the plans.

The Agency is seeking consultants that have experience in writing Plans and intends to evaluate submitted proposals and award one or more firms.

II. BACKGROUND

When the CRAs were first initiated, the Agency, through outreach and significant citizen input, created a vision plan for each area based upon the desires of the citizens at that time.
Each Vision Plan provides a roadmap of projects targeted to improve the areas’ physical environment and boost the economy of the area. The issue, caused by a severe change in market direction has revealed the fragility of such plans. A change in revenue stream, caused by external circumstances, such as the market devaluation of property values, has demonstrated that projects and plans written some fifteen (15) years ago do not necessarily now have the same prospect of completion according to the previously planned timeframe.

Over time, shifting conditions have shown that to be relevant any plan must be flexible, as the economy and demographics of that area change. Plans should be reviewed on a regular basis to assure that they accurately depict the needs and the desires of the community and reflect the unique local character of each area.

**NOW Visioning Planning Effort (2010)**

The most recent planning effort to update community needs was the NOW (Neighborhood Opportunities Workshop), conducted in 2010. Each NOW Visioning event sought input from the citizens from each CRA. This report shows the strengths, weaknesses and opportunities that were identified by each community group. Those results were compiled and compared with the Vision Plans of each CRA Plan, and an activity focus was set. The final report was used as a tool to provide an economic response to current trends, to set benchmarks, to reset priorities, analyze the success of completed projects and identify opportunities for partnerships with public and private stakeholders. Work conducted through NOW is anticipated to be incorporated into the plan updates.

**Martin County Community Redevelopment Agency Countywide Community Redevelopment Plan (Adopted: 2001)**

The Martin County Community Redevelopment Agency CRP was adopted on March 20, 2001. The plan “represented a starting point to create a road map for redeveloping the older areas of our community.” As the plan notes, “redevelopment, as a process, will constantly evolve as more technical information becomes available; funding sources and planning mechanisms are more clearly identified for each community redevelopment area and public participation brings a variety of public-private ventures to revitalize and enhance the character, economic development and lifestyle of the designated community redevelopment areas.”

Since the CRP was adopted it has not been amended. The Plan contains elements necessary to ensure statutory compliance and thus should be updated along with the other Plans. In addition, the plan sets the overall framework upon which a successful redevelopment program can be built.

**Golden Gate Community Redevelopment Plan.**

The Golden Gate Community Redevelopment Plan was adopted in September, 2002. At that time the Golden Gate community expressed a number of priority actions, which included (in no order of priority):

- Infrastructure Improvements, including central sewer.
- Pedestrian Friendly Environment, sidewalks etc.
- Traffic Calming.
- Mixed Use areas.
- Recreational Opportunities.
- Regulations and Code Enforcement.
• Reuse of the Golden Gate Building.
• Design Guidelines.

**The Golden Gate Plan sets out the following Redevelopment Programs:**

1. Planning For the Golden Gate CRA.
2. Infrastructure Development Program.
3. Façade Improvement Grant Program.
4. Neighborhood Improvement Program.
5. Historic Preservation Program.
6. Housing.
7. Mixed Use and Infill Redevelopment.
8. Land Acquisition Program.
9. Community Activities Sponsorship Program.
10. Public Property Improvement Program.
11. Brownfields Program.
12. Community Marketing and Promotion.
13. Grant Administration Program.

**Golden Gate CRA Plan Priorities (15)**

The following were highlighted as CRA Plan Priorities:
• Zoning and design guidelines;
• Sewer infrastructure;
• Storm water infrastructure;
• Dixie Highway beautification and traffic calming;
• Indian Street beautification and traffic calming;
• Indian Street Loop road with Dixie Highway;
• Streetscaping, including paving, lighting, sidewalks, corner improvements and landscaping for local streets including Jefferson Street, Evergreen Avenue, and Delmar Street;
• New Community Center building at Lamar Howard Park and additional land;
• Lamar Howard Park improvements, particularly the “water play” area;
• Golden Gate Historical Building and parking, including a neighborhood library;
• Pedestrian and bike trails in the community and in the retention spaces;
• Duplex Conversion Program;
• Façade Grant Program;
• Land Acquisition; and
• Brownfields Funding.

**Golden Gate NOW Visioning** proposed that Activity Focus is placed on the Sewer expansion into Golden Gate from A1A. Attached to this would be a focus to include improved streetscape to A1A, enhancement of street sections, sidewalks and on-street parking. Overall the Activity focus will augment the entrances into the Golden Gate Neighborhood and Golden Gate Building. Elements of these projects have been planned, are in design or have been completed.

In the fall of 2016, the Golden Gate Neighborhood Advisory Committee affirmed the priorities of the Golden Gate Community Redevelopment Plan with the exception of the recommended removal of the
Indian Street Loop Road with Dixie Highway. Additional outreach planned with the plan update will fine tune this community’s focus.

Hobe Sound Community Redevelopment Plan

The Hobe Sound Community Redevelopment Plan (adopted in 2000), makes the following conclusion:
‘The public comments during the Visioning/Consensus Workshop clearly revealed residents’ desires to retain and reinforce a small-town, village-like setting within Hobe Sound. Strip commercial growth and sprawl typically present considerable conflicts with this objective by introducing uses and development patterns that primarily rely on automobile access; intrusive, large buildings; and impersonal site design which is out of proportion with a village-like environment the residents of Hobe Sound seeks to preserve. Design guidelines and zoning controls should be enacted to discourage discordant, suburban strip development and to promote appropriate redevelopment where strip malls and "big-box" uses have been permitted in the past.’

Hobe Sound CRA Plan Project Priorities:

The 2000 Plan focused on the following projects:
1. Design Guidelines.
2. Overlay Zoning.
3. Bridge Road ‘Main Street’.
5. Gateways.
6. Housing Development Initiatives.
8. Comprehensive Sidewalks.

The Design guidelines, Overlay zoning and Master Utility Plan have been adopted and are in place.

Hobe Sound NOW Visioning

The fifteen years since the adoption of the Hobe Sound Community Redevelopment Plan have seen little in terms of above ground redevelopment activity. During the NOW Visioning the community reiterated their commitment to maintaining a ‘small town’ character to Hobe Sound and Activity Focus should be set out to maintain this direction. Any redevelopment of Bridge Road will need careful and full consultation with property owners to ensure that a consensus is carried through to a quality ‘small town’ Hobe Sound main street.

Two general Activity Focus were identified. One should be aimed at cementing Bridge Road as the ‘Main Street’ of the Hobe Sound community. CRA actions should therefore be aimed at a consensus design approach to revitalize and support businesses. There is also a great desire to improve the Banner Lake residential community. The second Activity Focus should be placed on a gradual beautification and infrastructure effort in Banner Lake. Design of the Bridge Road Main Street project has been completed and two of its components will be under construction this year, as will improvements in Banner Lake.

In the fall of 2016, the Hobe Sound Neighborhood Advisory Committee affirmed the priorities of the
Hobe Sound Community Redevelopment Plan.

**The Indiantown Community Redevelopment Area Plan**
The Indiantown Plan was adopted in 2002, with tremendous community involvement.

The Indiantown CRA Vision Plan outlines a number of public projects:

1. State Route 710 Streetscape
2. Overlay Zoning Code & Design Guidelines
3. Economic Development Plan & Implementation
4. Sidewalks, Lighting, and Drainage
5. Clean up, Maintenance, and Safety Policies
6. Charter School, High School
7. Train Station, Town Square and Farmers Market
8. Farm Road Enhancements
9. MLK Jr. Drive Streetscape
10. Railroad Crossing with associated Roadway and Pedestrian Connections Fairgrounds, Agricultural/Rural Themed Amenities
11. Greenways
12. Public Transportation
13. Agricultural Museum
14. Community Message Sign

**Indiantown NOW Visioning**

The Indiantown NOW Visioning event was very well attended and demonstrated the Indiantown Community’s desire to improve and vitalize their Town. Special discussion was given to the proposals by FDOT to widen SR707 and the result of that discussion and response by the community is reported in a supplemental document to the NOW Visioning report.

The Indiantown community recognize that the connection with their agricultural heritage form the backbone of the community. Any Activity Focus should be directed at reinforcing this strength.

Short term Activity Focus should be centered on issues that have been identified in the CRA Plan and now where potential grant opportunities have been identified. In the case of Indiantown the theme of affordable housing, stormwater quality, job creation and partnerships have opened up a number of significant grant opportunities. The completed nationally recognized Carter Park project provided affordable housing, innovative stormwater management, parks and recreation and a new Boys and Girls club to this sustainable neighborhood.

Recent community visioning efforts have identified the following additional priorities:

- Charleston Street
- Outstanding Code Enforcement Liens on Properties
- Booker Park Plan – Housing for Everyone
- Conservation – Open Space and Parks
- Infrastructure
- Lincoln Avenue (change to SR710)
- Economic Development
- Social Infrastructure (farmer’s market)
- Train Station – need commuter train for Okeechobee to Indiantown to WPB
- Extended Care Facility
- Urgent Care Facility (nearest hospital ½ hour away)
- Public access to the water
- Relocation of the Martin County Fairgrounds to Indiantown

**Jensen Beach Community Redevelopment Plan**

The goal of the September 2002, Jensen Beach CRA Plan is to create a vibrant, pedestrian-friendly, mixed use community. The vision includes a continuation of the ‘casual’ Jensen Beach image, emphasizing street life and activity, buildings built to the street to create public outdoor space, a down-home feel with Florida vernacular architecture, enhanced landscaping, and coordinated signage.

The **Jensen Beach** Vision Plan sets out priority projects and details their implementation:

1. Infrastructure Improvements
2. Maple Avenue
3. Ricou Terrace
4. Public Buildings
5. Indian River Drive
6. Ocean Breeze Plaza (outside CRA)
7. Marina
8. Riverwalk
9. Municipal Parking

The priority projects list is headed by the provision of infrastructure including water, sewer, fiber optics and master stormwater facilities. The CRA understands the need for these essential services to promote redevelopment in the Jensen Beach district, which will allow it to compete with other areas of the county for quality development. The priority projects also identified the desire for a civic presence, such as a public building for Jensen Beach, which was completed with the construction of the civic center.

**Jensen Beach NOW Visioning Exercise**

A factor in the text of the Vision Plan, and one that was referred to numerous times during the NOW Visioning sessions, was the continuing recognition by the community of the significance of maintaining a ‘downhome’ feel by encouraging small scale development. The community also emphasized, during the NOW Visioning exercise, that the health of the waterfront is key to the prosperity and regeneration of Jensen Beach.

Significant progress is being made towards the aims set out in the 2002 Plan. Projects have been completed and are in progress on Ricou Terrace, Indian River Drive and the Community Building, all of which were indicated as priority projects in the 2002 Jensen Beach CRA Plan.

The recommended Activity Focus for Jensen Beach is a combined effort directed at attracting Small Family Businesses situated harmoniously with a small scale Jensen Beach Style Waterfront. The Activity Focus will be to facilitate a partnership to develop a pedestrian accessible and clean waterfront.
In the fall of 2016 the Jensen Beach Neighborhood Advisory Committee affirmed the priorities of
the plan and emphasized developing public space in the downtown area and redevelopment of the Jensen
Beach library building.

**Old Palm City Community Redevelopment Area**

The Plan for Old Palm City was adopted in April 2002.

**CRA Plan Vision**

The Vision for the Old Palm City CRA has seven (7) components:

1. Retrofit Mapp Road
2. Enhanced Neighborhood Streets
3. Sidewalks and Bikeways
4. Old Palm City Greenway
5. Develop Gateways, Signs and Historic Markers
6. Lead the Design of the Indian Street Bridge, 36th Street and CR 714 Corridor
7. Reconnect the Neighborhoods North of Martin Downs Blvd.
8. Upgrade Infrastructure

**Old Palm City CRA NOW Visioning**

Mapp Road was identified as a town center for the Community Redevelopment Agency (CRA) in April
2003.

Since that time, the CRA has developed a vision of the roadway to make it safer, not just for vehicular
traffic, but to also to add amenities that encourage other modes of transportation such as pedestrians,
bicyclists and transit.

The CRA developed a concept of the desired amenities and has a primary design which consists of one
standard cross-section to be applied to the entire length of the roadway from Martin Downs Boulevard to
SW Martin Highway.

The Old Palm City NOW Visioning exercise focused on the lack of progress towards the
implementation of the Mapp Road retrofit.

The Community confirmed that CRA Activity Focus should be maintained towards the implementation
of the Mapp Road Retrofit. Activity Focus should also be placed on the desire to better utilize the
waterfront and the Jock Leighton Park area. Partnerships between the public and private sectors should
be sought.

In the fall of 2016, the Palm City Neighborhood Advisory Committee affirmed continued support of the
priorities of the Old Palm City Community Redevelopment Plan, with the removal of the completed
Indian Street (now Veterans Memorial Bridge), modifying the Old Palm City greenway to concentrate
on pocket parks, and a renewed focus on Leighton Park.

**Port Salerno CRA Community Redevelopment Plan**
The future development of Port Salerno is set out within the Port Salerno Community Redevelopment Plan (CRA Plan). The Port Salerno CRA Plan was created and adopted in May 2000.

**Existing CRA Plan Priorities**

The present Port Salerno CRA Plan sets out a number of project priorities:

1. Design Guidelines
2. Master Utility Planning
3. A1A Binnacle-Anchor Intersection Improvements
4. Port Salerno Village Center/Market Place Park
5. Port Salerno Civic Center Park and Boardwalk
6. Port Salerno Post Office and Salerno Creek Park
7. Manatee Park/Commercial Docks and Boardwalk
8. Manatee Pocket Walk
9. Cove and Salerno Roads Enhancement
10. Railway Avenue Extension
11. A1A Redesign and Enhancement
12. Comprehensive Bike and Pedestrian Connections
13. Housing Development Initiatives
14. Port Salerno Area Economic/Land Use Study

**Port Salerno CRA NOW Visioning**

At the NOW Visioning event in Port Salerno the community remained in favor the redevelopment of the waterfront and boardwalk. Concern was raised over the extent of the mixed use overlay over an existing residential neighborhood.

Residents of New Monrovia expressed a desire to reinforce the identity of their community within Port Salerno.

Activity Focus should be centered on two distinct areas. Firstly, the Manatee Pocket will continue to be pushed forward as a ‘Village Center’ destination and a waterfront shopping/dining facility. Secondly, Activity Focus should be placed on the New Monrovia Community; signage shall be established to reinforce community identity and streetscape, infrastructure and beautification should be targeted.

In the fall of 2016, the Port Salerno Neighborhood Advisory Committee affirmed support for the priorities of the Port Salerno Community Redevelopment Plan but recommended the removal of the planned roundabout at Broward and Salerno; Street and sidewalk enhancement on Cove; pave dirt roads and emphasized importance of parking.

**The Rio Community Redevelopment Plan**

The Rio CRA Plan outlines the Vision for the community and puts forward a number of project initiatives:

1. Upgrade the Community Infrastructure
2. Develop a Community-wide, Interconnected System of Sidewalks and Bikeways
3. Calm Traffic and Beautify SR 707 (Dixie Highway) and Alice Street
4. Develop a System of Community/Neighborhood Parks and Community Green Spaces
5. Develop a Town Center
6. Preserve Historical Structures
7. Provide and Maintain a Variety of Affordable Housing Types
8. Establish Community Gateways, Identity and Signs

Rio CRA NOW Visioning

At the NOW Visioning exercise the community reiterated their desire to complete the planned beautification of 707 as a priority. The value and potential of a redeveloped, publicly accessible, waterfront was also recognized. The community also demonstrated a strong commitment to working towards architectural regulations that reflect the community’s hope.

The programmed redesign of the 707 roadway is recognized as being the essential catalyst towards the regeneration of the Rio town center. In addition the waterfront is seen as a vital component in this regeneration effort. Therefore, the aim of the Activity Focus in Rio is to deliver a comprehensive package that encourages high quality architectural design and a proactive partnership with the marina property owner that will secure the regeneration of the Rio Town Center.

In the summer of 2016, the Rio Neighborhood Advisory Committee commented on the number of priorities that had been completed (traffic calming and beautification on 707, establish community gateways, develop a system of community/neighborhood parks and community green spaces) and affirmed the need to continue implementation of the remaining priorities.

III. SCOPE OF SERVICES

This project has two strategic goals:

1. Update the CRP and seven area Plans to reflect current conditions, opportunities and the community vision, and
2. Incorporate an economic element and a strong implementation plan for each area with the aim of encouraging investment and redevelopment activities within the CRAs.

All amendments of the CRP and Plans must be in full compliance with Florida state statutes.

The consultant will provide the following services to the Agency:

- Lead public workshops and facilitating significant public participation
- Recommend updates to the County’s CRP and seven Community Redevelopment Plans, to include updated plan objectives, strategies, and implementation strategies and evaluate current boundaries of each CRA.
- Design of the economic elements of the plan, which shall identify, assess and evaluate specific opportunities and obstacles that exist in each of the redevelopment areas. The economic elements shall also delineate economic tools, strategies, and resources to assist staff in prioritizing
initiatives that will promote private investment and maximize the statutory intent of section 163.345 F.S.

- Detailed proposals for programs and initiatives that further the economic elements and identify viable and sustainable financing mechanisms for each CRA Plan.
- Update Tax Increment Financing (TIF) Projections.
- Develop a Capital Improvement Plan (CIP) and programmatic plan to implement the updated Plan.

The goal is to update the plans to address all aspects of redevelopment within the CRA, including funding mechanisms, vacant land analysis and recommend use, recommendations for redevelopment projects to serve as catalysts for neighborhood revitalization, parking review and parking facilities to meet future needs and other needs, and programs to facilitate the goals and objectives of the updated plan.

**Task One: Review Community Redevelopment Plan and Analysis of Completed Projects and Program List**

The consultant will conduct a review of one or more of the seven Plans and the CRP. Staff will provide a list of projects completed within the respective areas. The consultant will identify the gaps between the concept plan and completed projects, incorporating recent input, which will be utilized during community meetings and visioning sessions (Task 3).

Review shall include:

- Map of projects
- Gap analysis - comparison of stated goals/concepts and completed projects/programs
- Areas of accomplishment and deficit with designation of contributing factors
- Land development regulations (LDR) as supporting element of redevelopment

Deliverables: Workshop and survey results analysis

**Task Two: Economic Analysis**

Consultant shall prepare an Economic Analysis of current and future market/economic conditions. This analysis shall define the economic base and drivers for each of the seven Community Redevelopment Areas (Golden Gate, Hobe Sound, Indiantown, Jensen Beach, Old Palm City, Port Salerno, Rio). This analysis shall forecast the remaining duration (approximately 15 years, pending extension) of the Community Redevelopment Plan (CRP).

This analysis shall include for consideration:

- Existing and projected CRA tax increment financing (TIF) revenues to reflect the economic analysis performed and future growth projections.
- Real estate market conditions
- Land use, updated inventory
- Identification of unique industry and employment opportunities within individual CRAs – justification for selections including demographic and economic profiles
- Identify catalyst sites and projects; and prioritize each to achieve the goals and objectives of the updated plan.
• Recommend redevelopment options for key vacant and publicly owned sites.
• Current trends that may affect development
• Evaluate existing public infrastructure and identify improvements necessary to support redevelopment
• Financial model estimating potential impact on revenues
• Possible partnerships and funding opportunities

Deliverables: Economic Analysis

Task Three: Community Involvement

Community involvement is critical to redevelopment success. In order to collect and incorporate community feedback, the consultant shall:

• Develop and implement a public engagement strategy with staff
• Attend and lead community workshops in each CRA reviewing the analysis completed to date and facilitating further feedback from the community
• Plan, conduct and analyze results from public workshops (2) in each CRA, noting public input and professional recommendations

Deliverables: Community Meeting Presentation, Workshop Analysis

Task Four: Update the Community Redevelopment Plans

Consultant shall use all of the previous tasks to create an updated CRP for each of the CRAs as well as the CRP. Plan shall be reviewed with CRA staff and amended, as appropriate. Updated plans will include current conditions and future projects and shall include:

• All sections and elements in previous plans unless deemed duplicitous
• Plan and policy framework that identifies actions and tools
• Redefined goals based on economic analysis and evolving community and CRA objectives
• Land use and area analysis
• Redevelopment options for key vacant public owned sites.
• Recommended changes in LDR and land use to support updated goals
• Identify development and redevelopment strategies and key implementation steps.
• Updated and prioritized capital project and program list with clearly defined funding options

Deliverables: Draft Updated Community Redevelopment Plans and CRP

Task Five: Review of Updated Plan -- Public and Community Redevelopment Agency

Consultant shall present updated draft plan to the public and CRA Board. The presentation will review the various elements of the plan, research methods, and the resulting conclusions

Deliverables: Final updated Community Redevelopment Plans and CRP

Task Six: Presentation at Public Hearings
The consultant shall present the final updated Plans and CRP to the Agency, Local Planning Agency and Board of County Commissioners at a public hearing, with appropriate public notice. The proposed amendment shall be sent in writing, by registered mail, to each taxing authority that levies ad valorem taxes within boundaries of the redevelopment area.

Deliverables:  Final Presentation/Resolution to adopt updated Community Redevelopment Plan and CRP

IV. INSTRUCTIONS TO PROPOSERS

1. The Consultant shall have a minimum of five (5) years’ experience composing, adopting, amending or managing a Community Redevelopment Plan.

2. Proposal to be provided in the order below:
   a. Cover letter / statement of interest including e-mail address, signed by an authorized corporate officer, principal, or partner. Include physical address of primary Consultant. (2 page limit)
   b. Firm qualifications (3 page limit)
   c. Qualifications and role of key personnel that work on this project (1 page per person), including but not limited to:
      • Experience in Florida
      • Experience at state level with the statutory CRA framework
      • Experience at an executive director level within a Community Redevelopment Agency established under Florida law.
      • Knowledge of economic financing mechanisms.
      • Demonstrated experience with a minimum of 3 prior adopted Plans.
      • Experience and demonstration of the implementation of economic financing mechanisms within a CRA and in context of Chapter 163, Part III, F.S., including, but not limited to, financial underwriting and fund recruitment.
      • Experience in real estate acquisition and financing within a CRA.
      • CRA prefers to select one unified team with a demonstrated track record of success. In that respect, the team shall demonstrate that the project team members are established and part of the consultants firm and have been so for a period of time.
   d. Detailed summary of at least three (3) adopted Community Redevelopment Plans that have been implemented, analyzed, or amended under the purview of the consultant including reference contact information (3 page limit)
   e. Local knowledge, strategy and approach to project (3 page limit), including but not limited to:
      • Previous involvement in Martin County Community Redevelopment Planning
      • Capability to perform all aspects of the project including evidence of understanding of the regulatory environment
   f. Project estimated timeline (1 page limit)
   g. Cost proposal (complete form included with this RFP). Price proposal shall include all costs to complete tasks 1 through 6 for each Plan and the CRP. There will be no additional charges for travel and/or reimbursable expenses. The CRA reserves the right to award to contracts for one or more Plans to one or more Consultants or award the total project to one Consultant at the CRAs sole discretion.
3. Applicants that do not comply with all the above instructions or do not include all the requested data may not be considered.

4. One (1) electronic copy of submittal on CD or thumb drive in PDF format shall be submitted. No paper copy is necessary.

5. A Selection Committee will score the proposals based on the criteria below and may develop a short list of firms that will make a presentation to the committee. If presentations are required, ten (10) additional points will be available to the firms.

<table>
<thead>
<tr>
<th>Selection Criteria</th>
<th>Point Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm and staff qualifications</td>
<td>35</td>
</tr>
<tr>
<td>Past experience/references</td>
<td>25</td>
</tr>
<tr>
<td>Local knowledge, strategy and approach</td>
<td>25</td>
</tr>
<tr>
<td>Timeline</td>
<td>5</td>
</tr>
<tr>
<td>Cost</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td><strong>0-100</strong></td>
</tr>
</tbody>
</table>

V. ADDITIONAL INFORMATION

1. **Cone of Silence.** The County prohibits any communication by a Vendor or sub Vendor with Selection Committee members or any other employee regarding this Contract outside the Purchasing Division including but not limited to the County Administrator and County Commissioners about the project during the selection process from the time of advertisement until contract award except during public meetings. Violation of this policy shall result in disqualification of the vendor.

2. **Contract.** The successful vendor shall be required to enter into the Contract included with this RFP. The Vendor understands that this RFP does not constitute an agreement or contract with the Vendor. County contracts are awarded only when a fully executed written agreement has been returned to the Vendor by the County.

3. All questions concerning this selection process or this document, and protests, or appeals of the decision of the Selection Committee must be addressed in writing to the Purchasing Division and e-mailed to pur_div@martin.fl.us. Questions shall be received no later than 5:00 PM on Monday the week prior to the bid due date.

4. No oral interpretation of this RFP shall be considered binding. The County shall be bound only when such statements are written and executed under the authority of the Purchasing Manager. Any and all interpretations and any supplemental instructions will be in the form of written addendum via www.demandstar.com. Failure of any Vendor to receive such addendum shall not relieve said Vendor from any obligation under the RFP submitted. All addenda issued shall become part of the Contract Documents.

5. The County reserves the right to reject any and all submittals with or without cause, to waive technicalities, or to accept those submittals which best serve the interests of the County.

6. All submittals shall become public records upon receipt by the County.
7. Submittals may be withdrawn prior to due date by written request dispatched by the Vendor and received by the Purchasing Division before the time for receiving Submittals has expired.

8. The County reserves the right to request clarification of information submitted and to request additional information of one or more Vendors after the deadline for receipt of Submittals.

9. Costs for preparation of a response to this request are solely those of the Vendor and the County assumes no responsibility for any such costs incurred by the Vendor. The County will not be liable for any costs incurred by the Vendor prior to execution of the contract by the parties.

10. Submittals shall be on letter sized paper and shall be printed with a minimum 12 point font.

11. Vendors are instructed NOT to fax or e-mail their submittal as they shall be rejected as non-responsive.

12. Vendors must indicate on the outside of their envelope the following:
   - RFP Number and Name
   - Due Date and Time
   - Name of Proposer

13. All Submittals must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) with a signature in full on the Cover Letter/Statement of Interest. Vendors who are nonresident corporations shall furnish to the County evidence of their ability to transact business in the State of Florida along with their RFP.

14. Submittals that contain any limiting terms and conditions that do not explicitly agree to provide the scope in the contract documents may be disqualified.

15. Any Vendor who presents in its RFP to the County, any information which is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration.

16. All Submittals must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing the RFP documents. All Submittal documents and/or necessary forms must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

17. The Vendor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Vendor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the Vendor to carry out these requirements is a material breach of the contract which may result in the termination of the contract or such other remedy as the recipient deems appropriate.

18. It is the policy of the United States, the State of Florida, or the County that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns (hereinafter “small business concerns”) shall have the maximum practicable
opportunity to participate in performing contracts, including contracts and subcontracts. It is further
the policy that its prime contractors establish procedures to ensure the timely payment of amounts
due pursuant to the terms of their subcontracts with small business concerns. The Contractor hereby
agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with
efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys
as may be conducted by the appropriate government agency as may be necessary to determine the
extent of the Contractor’s compliance with this clause.

19. The successful proposer(s) will be required to monitor the performance of his employees on a
periodic basis while they are assigned to the County. The successful proposer(s) is required to
comply with the Immigration Reform Act of 1986 (IRCA) which requires all individuals hired after
November 6, 1986, to provide employers with proof of citizenship or authorization to work in the
United States.

20. As required by FS 287.133; "A person or affiliate who has been placed on the convicted vendor list
following a conviction for Public Entity crime may not submit a bid on a contract to provide goods
or services to a public entity, may not submit a bid or contract with a public entity for the
construction or repair of a public building or public work, may not submit bids on leases of real
property to a public entity, may not be awarded or perform work as a contractor, supplier,
subcontractor, or Vendor under a contract with a public entity, and may not transact business with
any public entity in excess of the threshold amount in Section 287.017, for category two for a period
of thirty-six months from the date of being placed on the convicted vendor list". Questions regarding
this statement should be directed to Bureau of State Procurement (904) 488-8131.

21. It is the policy of Martin County that Disadvantaged Business Enterprises (DBEs), as defined in 49
CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts and
subcontracts financed in whole or in part with funds derived from the U.S. Department of
Transportation, Federal Transit Administration (FTA). Martin County utilizes the Florida
Department of Transportation (FDOT) Certified Business Directory (BizNet) database to identify all
firms eligible to participate as DBE’s. Martin County is not a certifying member of the Unified
Certification Program. The COUNTY recognizes the DBE certification from FDOT and other certifying
members that are FTA grant recipients in the State of Florida. DBEs responding to this RFP shall provide
DBE certification information as part of their response.

22. Protests shall be in accordance with the procedure outlined in the Martin County Purchasing Manual
which is available at www.martin.fl.us. Type Purchasing Manual into the Search field.

23. Selection Committee meetings are posted on the County’s website at www.martin.fl.us in
accordance with the Florida Sunshine Law. Selection Committee meetings are open to the public.

24. Notification of shortlist shall be within 72 hours of a selection committee meeting via e-mail to all
proposers. Proposers that do not provide an e-mail address as requested above shall not be notified.
Final selection shall be posted on www.demandstar.com.

25. Section 112.313, Fla. Stat., prohibits contracts with County employees, officers and advisory board
members. All bidders must disclose the name of any Martin County officer or employee who owns,
directly or indirectly an interest in the bidder's firm or any of its branches.
## AMENDMENT & UPDATE TO COMMUNITY REDEVELOPMENT PLANS

### PRICE PROPOSAL

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Countywide Community Redevelopment Plan (CRP)</td>
<td></td>
</tr>
<tr>
<td>Golden Gate</td>
<td></td>
</tr>
<tr>
<td>Hobe Sound</td>
<td></td>
</tr>
<tr>
<td>Indiantown</td>
<td></td>
</tr>
<tr>
<td>Jensen Beach</td>
<td></td>
</tr>
<tr>
<td>Palm City</td>
<td></td>
</tr>
<tr>
<td>Port Salerno</td>
<td></td>
</tr>
<tr>
<td>Rio</td>
<td></td>
</tr>
</tbody>
</table>

**Total CRP + 7 CRAs** $
SAMPLE
AGREEMENT BETWEEN CRA AND CONSULTANT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, effective this __ day of ____ in the year, 20, between:

MARTIN COUNTY COMMUNITY REDEVELOPMENT AGENCY (hereinafter CRA), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONSULTANT:
(hereinafter CONSULTANT)

Contract Name:

Contract Number: RFP#

In accordance with the terms further described on Exhibit A (attached):

Total Contract Value:
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Scope of Services</td>
</tr>
<tr>
<td>2</td>
<td>Term</td>
</tr>
<tr>
<td>3</td>
<td>CRA’s Responsibilities</td>
</tr>
<tr>
<td>4</td>
<td>Payments to Consultant</td>
</tr>
<tr>
<td>5</td>
<td>Consultant’s Project Team</td>
</tr>
<tr>
<td>6</td>
<td>Independent Contractor Relation</td>
</tr>
<tr>
<td>7</td>
<td>Conflict of Interest</td>
</tr>
<tr>
<td>8</td>
<td>No Contingency Fees</td>
</tr>
<tr>
<td>9</td>
<td>Notices</td>
</tr>
<tr>
<td>10</td>
<td>Waiver of Claim</td>
</tr>
<tr>
<td>11</td>
<td>Indemnification</td>
</tr>
<tr>
<td>12</td>
<td>Insurance</td>
</tr>
<tr>
<td>13</td>
<td>Dispute</td>
</tr>
<tr>
<td>14</td>
<td>Licenses</td>
</tr>
<tr>
<td>15</td>
<td>Termination</td>
</tr>
<tr>
<td>16</td>
<td>Suspension</td>
</tr>
<tr>
<td>17</td>
<td>Materials</td>
</tr>
<tr>
<td>18</td>
<td>Miscellaneous</td>
</tr>
<tr>
<td>Exhibit A</td>
<td>Scope of Services</td>
</tr>
</tbody>
</table>
SECTION 1
SCOPE OF SERVICES

1.1 Basic Scope of Services

The Basic Scope of Services has been agreed to by the parties, and is attached hereto and incorporated herein by reference as Exhibit A. The CONSULTANT shall provide Services for the CRA in all phases of the Project to which this AGREEMENT applies as hereinafter provided and within the schedule set forth in Exhibit A. The CONSULTANT shall perform any and all Services in a timely, efficient and cost effective manner and in accordance with the generally accepted standards of the applicable profession.

The CRA is selecting CONSULTANT as of this day, to provide services in connection with the Project in accordance with the provisions of this Agreement, applicable state codes and municipal ordinances, and in accordance with the Request for Proposals (RFP) document, and any and all addenda, modifications and revisions thereto.

1.2 Notice to Proceed

The CONSULTANT shall commence work within ten (10) days after receiving the fully executed contract unless indicated otherwise.

SECTION 2
TERM

The term of this AGREEMENT shall commence on the date of execution of this AGREEMENT by the CRA and continue through approval of the final reports by the CRA. It is also agreed that the CRA shall have an option for extension of this AGREEMENT, as necessary to complete the services or to provide additional services.

SECTION 3
CRA'S RESPONSIBILITIES

3.1 Information Pertinent to the Project

The CRA shall assist the CONSULTANT by placing at the CONSULTANT's disposal all available information pertinent to the Project (including previous reports and any other relevant documents and data relative to the Project). The CONSULTANT is ultimately responsible for satisfying itself as to accuracy of any data provided, and, furthermore, the CONSULTANT is responsible for bringing to the CRA's attention, for the CRA's resolution, any material inconsistencies or errors in such data which come to the CONSULTANT's attention.

3.2 Access to Property

The CRA shall arrange for access to, and make provisions for, the CONSULTANT to enter upon public and private property (where required) as necessary for the CONSULTANT to perform its Services upon the timely written request of CONSULTANT to CRA.

3.3 Examination
The CRA shall examine any and all studies, reports, and other documents presented by the CONSULTANT, and render, in writing, decisions pertaining thereto within a reasonable time.

3.4 No Warranty by CRA

Approval by the CRA of any of the CONSULTANT's work products of any nature whatsoever furnished hereunder, shall not in any way relieve the CONSULTANT of responsibility for the technical accuracy and adequacy of the work. Neither the CRA's review, approval or acceptance of, or payment for, any of the Services furnished under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT. The CONSULTANT shall be and remain liable in accordance with all applicable laws for all damages to the CRA caused by the negligent performance by the CONSULTANT or any Specialty

3.5 Extension of Time

3.5.1 Notice of Extension of Time

The CRA shall give prompt written notice to the CONSULTANT whenever the CRA observes or otherwise becomes aware of any development that affects the timing or delivery of the CONSULTANT's Services. If the CONSULTANT has been delayed in completing its Services through no fault or negligence of either the CONSULTANT or any Specialty Consultant, and, as a result, will be unable complete timely performance fully and satisfactorily under the provisions of this AGREEMENT, then the CONSULTANT shall promptly notify the CRA. At the CRA's sole discretion, and only upon the previous submittal to the CRA of evidence of the causes of the delay, the CRA may grant the CONSULTANT an extension of its Project schedule equal to the period the CONSULTANT was actually and necessarily delayed, subject to the CRA'S rights to change, terminate, or stop any or all of the Services at any time in accordance with this Agreement.

3.5.2 Force Majeure

The CONSULTANT shall not be considered in default for a failure to perform if such failure arises out of causes reasonably beyond the CONSULTANT's control and through no fault or negligence of the CONSULTANT. The parties acknowledge that adverse weather conditions (as defined by comparison to 10 year historical average), acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to this AGREEMENT. If such conditions and circumstances do in fact occur, then the CRA and CONSULTANT shall mutually agree, in writing, to the modifications to be made to this AGREEMENT.

3.6 CRA Project Manager

The CRA reserves the right to appoint a Project Manager for this Project. The Project Manager shall issue all written authorizations to the CONSULTANT that the Project may require, or that may otherwise be defined or referred to in this AGREEMENT. The Project Manager shall also:

A. act as the CRA's agent with respect to the Services rendered hereunder;
B. transmit instructions to and receive information from the CONSULTANT;
C. communicate the CRA's policies and decisions to the CONSULTANT regarding the Services;
D. determine, initially, whether the CONSULTANT is fulfilling its duties, responsibilities, and obligations hereunder; and
E. determine, initially, the merits of any allegation by the CONSULTANT respecting the CRA's non-performance of any Project obligation.

All determinations made by the Project Manager, as outlined above, shall be final and binding upon the CONSULTANT, but shall not be binding upon the CONSULTANT in regard to general appearances before or appeals to the CRA, or appearances before or appeals to a court of competent jurisdiction.

SECTION 4
PAYMENTS TO CONSULTANT

4.1 General

4.1.1 The CRA will pay the CONSULTANT for the Services as detailed in each of the CONSULTANT's invoices ("Invoices"), in accordance with the Contract.

4.1.2 The CONSULTANT fully acknowledges and agrees that if at any time it performs Services which have not been fully negotiated, reduced to writing and formally executed by both the CRA and CONSULTANT, then the CONSULTANT shall perform such Services without liability to the CRA, and at the CONSULTANT's own risk.

4.2 Method of Payments by CRA

4.2.1 For Basic Scope of Services, CONSULTANT shall submit invoices in a form approved in writing by the CRA.

4.3 Time of Payment

The CRA shall pay CONSULTANT for Services and expenses pursuant to Florida Statute after receipt of the CONSULTANT's invoice. Any portion of an invoice that is objected to or questioned by the CRA shall not be considered due for the purposes of this Section. To the extent the CRA does not pay CONSULTANT the total amount invoiced, the CRA shall provide the CONSULTANT a written explanation of the objection along with any amount paid on that invoice or in lieu of payment if the objection is to the entire amount invoiced.

4.4 Scope, Cost and Fee Adjustment

4.4.1 General

The CRA may at any time notify the CONSULTANT of requested changes to the Scope of Basic Services as set forth in Exhibit A to this AGREEMENT. The notification shall state the Scope modification and an adjustment of the cost estimate and fee specified in Exhibit A to reflect such modification. The CONSULTANT and the CRA understand that, unless the cost and fee adjustment is within a previously approved budget, any change to the Scope of Basic Services must be approved or authorized by the CRA. Duties, responsibilities and limitations of authority of the CONSULTANT shall not be restricted, modified or extended without written agreement of the CRA and the CONSULTANT.
4.4.2 Scope Reduction

The CRA shall have the sole right to reduce (or eliminate, in whole or in part) any portion of the Scope of Services for the overall Project at any time and for any reason, upon written notice to the CONSULTANT specifying the nature and extent of the reduction.

4.5 Final Payment

The acceptance by the CONSULTANT, its successors, or assigns, of any Final Payment due upon the termination of this AGREEMENT, shall constitute a full and complete release of the CRA from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the CONSULTANT, its successors, or assigns have or may have against the CRA under the provisions of this AGREEMENT. This Section does not affect any other portion of this AGREEMENT that extends obligations of the parties beyond Final Payment.

SECTION 5
CONSULTANT'S PROJECT TEAM

The CONSULTANT shall assign members of its staff as the CONSULTANT's Project Team, who shall collectively devote such working time and attention as may be reasonably required to ensure that the Services are properly, economically, and efficiently performed. The CONSULTANT shall indicate to the CRA the authority and powers that the CONSULTANT's Project Team shall possess during the life of the Project. The CONSULTANT agrees that the CRA shall have the right to approve the CONSULTANT's Project Team, and that the CONSULTANT shall not change any member of its Project Team without written notice to the CRA. Furthermore, if any member of the CONSULTANT's Project Team is removed from Project duties, or employment is otherwise terminated or curtailed by the CONSULTANT, or if the CONSULTANT's Project Team member terminates his employment with the CONSULTANT, then the CONSULTANT shall promptly replace its Project Team member with a person of comparable experience and expertise, who shall also be subject to the CRA's approval. The CRA covenants that its approval shall not be unreasonably withheld.

SECTION 6
INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is and shall be an independent contractor in the performance of all work, services, and activities under this AGREEMENT and is not an employee, agent or servant of the CRA. All persons engaged in any of the work or services performed pursuant to this AGREEMENT shall at all times and in all places be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work and in all respects the CONSULTANT's relationship and the relationship of its employees to the CRA shall be that of an independent contractor and not as employees or agents of the CRA.

The CONSULTANT does not have the power or authority to bind the CRA in any promise, agreement or representation other than such power or authority that is specifically provided for in this AGREEMENT.
SECTION 7
CONFLICTS OF INTEREST

7.1 The CONSULTANT represents and warrants to the CRA that no officer, employee, or agent of the CRA has any interest, either directly or indirectly, in the business of the CONSULTANT to be conducted hereunder. The CONSULTANT further represents and warrants to the CRA that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that it has not paid, or agreed to pay any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of this AGREEMENT. Further, the CONSULTANT also acknowledges that it has not agreed as an expressed or implied condition for obtaining this AGREEMENT, to employ or retain the services of any person, company, individual or firm in connection with carrying out this AGREEMENT. It is understood and agreed by the CONSULTANT that, upon the breach or violation of this Section, the CRA shall have the right to terminate the AGREEMENT without liability and at its sole discretion, and to deduct from the AGREEMENT price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the CONSULTANT.

7.2 The CONSULTANT represents that it presently has no interest, either direct or indirect, while performing the services required by this AGREEMENT, which would conflict in any manner with Florida Statutes. The CONSULTANT represents that no person having any such interest shall be employed during the term of this AGREEMENT, including any officer, employee or agent of the CRA.

7.3 The CONSULTANT represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the CONSULTANT's ability to perform the services required by this AGREEMENT. Further, the CONSULTANT represents and warrants that throughout the term of this AGREEMENT, it will not undertake any work that would create such a conflict in interest.

7.4 The CONSULTANT shall promptly notify the CRA in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CRA as to whether the association, interest or circumstance would, in the opinion of the CRA, constitute a conflict of interest if entered into by the CONSULTANT. If, in the opinion of the CRA, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CRA shall so state in the notification and the CONSULTANT shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CRA by the CONSULTANT under the terms of this Contract.

SECTION 8
NO CONTINGENCY FEES

CONSULTANT warrants that it will not employ or retain any company or persons, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual or firm,
other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CRA shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 9
NOTICES

All notices under this Agreement shall be in writing and shall be (as elected by the person giving such notice) mailed solely by Certified Mail, Return Receipt Requested, Hand Delivery with Proof of Service, or by Overnight Courier to the CRA and CONSULTANT at the addresses listed on page one of this Agreement. Either party may change its address, for the purposes of this Section, by 30 day prior written notice to the other party given in accordance with the provisions of this Section.

SECTION 10
WAIVER OF CLAIM

The CONSULTANT and the CRA hereby mutually waive any claim against each other, their elected or appointed officials, agents, and employees, for any loss of anticipated profits caused by any suit or proceedings brought by any third party directly or indirectly attacking the validity of this AGREEMENT or any part thereof, or by any judgment or award in any suit or proceeding declaring this AGREEMENT null, void, or voidable, or delaying the same, or any part thereof, from being carried out.

SECTION 11
INDEMNIFICATION

11.1 Indemnification

CONSULTANT and any of its agents or Specialty Consultants, or anyone for whose act or acts any of them may be liable in the performance of the Services under this AGREEMENT shall indemnify and hold harmless CRA, its agents, employees, elected officers and representatives from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of this AGREEMENT.

CONSULTANT further shall indemnify and hold the CRA, successors and assigns harmless from and against any and all claims, actions, causes of action, and judgments made or filed against the CRA for all losses, penalties, damages, or professional fees arising out of CONSULTANT’S negligent performance of the Work (including obtainment of all license fees and royalties) or the negligent performance of Work by the Professionals, Subconsultants, Subcontractors, agents or employees, or by any of the respective officers, agents or employees of CONSULTANT Professionals, Subconsultants, Subcontractors, or anyone directly employed by any of them. CONSULTANT’S obligation under this provision shall not be limited in any way by the Firm Fixed Price, or CONSULTANT’S, or its Professionals', Subconsultants', or Subcontractors' limit of, or lack of, sufficient insurance. This Article shall survive the termination of this AGREEMENT and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law. The parties acknowledge that the duties and limits of indemnity coverage provided by the CONSULTANT herein are as set forth in §725.08, Fla. Stat. This Article shall survive the termination of this AGREEMENT.
and shall continue in full force and effect so long as the possibility of any liability claim or loss exists.

11.2 Repair of Damage

The CONSULTANT agrees to promptly repair, at its sole cost and expense and in a manner acceptable to the CRA, any damage caused by the CONSULTANT or any Specialty Consultant, or by any of their respective employees or agents, to CRA property, or to any improvements or property located thereon.

SECTION 12
INSURANCE

12.1 General.

The CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, including tail coverage, and any other insurance necessary to fully protect CONSULTANT from claims of the nature that are detailed below, that may arise out of, or result from, the CONSULTANT's operations, performance, or Services, or all of these things, or any of these things in combination (CONSULTANT's Operations), whether the CONSULTANT's Operations are by the CONSULTANT, any of its agents or Specialty Consultants, or anyone for whose act or acts it may be liable:

A. claims under Worker's Compensation, disability benefit, or other (similar) employee benefit acts;
B. claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
C. claims for damages for personal injury; and
D. claims for damages because of injury to or destruction of tangible property, including the loss of property use resulting there from; and
E. claims for professional liability/errors and omissions.

CONSULTANT shall furnish the CRA with Certificate(s) of Insurance signed by an authorized representative of the insurer evidencing the insurance so required. The Certificate(s) of Insurance shall provide that the CRA shall be given not less than thirty (30) days written notice prior to the cancellation, nonrenewal, or restriction of coverage.

12.2 Limits of Liability

The insurance required by this Section shall be written for not less than the limits of liability specified below, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the CONSULTANT's obligation:

- Worker's Compensation including Employer's Liability Insurance. (present Florida statutory limit)
- Employer’s liability of $500,000 each accident,$500,000 disease policy limit, and $500,000 per occurrence.
- Comprehensive General Liability Insurance. Commercial general liability coverage, including coverage for Personal & Advertising Injury, Products & Completed Operations, Contractual Liability and Independent Contractors, with a minimum limits of $1,000,000 per
occurrence and $2,000,000 aggregate. Acord forms marked “Policy” or “Location” shall be considered non-compliant. Instead, check “Project” (meaning the “Contract”) for the aggregate limit. No exclusion should apply for Fellow Employees, Cross Liability, or Insured vs. Insured on the policy. Certificate Holder must be listed as Additional Insured including Completed Operations coverage.

- Professional liability insurance at minimum limits of $1,000,000.
- Business Automobile Insurance. This coverage should include all owned, hired, and non-owned vehicles at a minimum combined single limit of $1,000,000. Liability Limits should be shown as “Primary”.

12.3 Insurance Administration

Insurance Certificates, evidencing all insurance coverage referred to in this Section, shall be filed (or be on file) with the CRA at least ten (10) calendar days before the final execution of this AGREEMENT. The Insurance Certificates shall be fully acceptable to CRA in both form and content, and shall provide and specify that the related insurance coverage shall not be cancelled (Coverage Change) without at least thirty (30) calendar days prior written notice having been given to the CRA. It is also understood and agreed that it is the CONSULTANT's sole burden and responsibility to coordinate activities between itself, the CRA, and the CONSULTANT's insurer(s) so that the Insurance Certificates are acceptable to and accepted by CRA within the time limits described in this Section.

12.4 CRA as Additional Insured

The CRA shall be listed as an additional insured on all insurance coverage required by this AGREEMENT, except Worker's Compensation and Professional Liability errors and omissions insurance. Furthermore, all other insurance policies pertaining to the Services to be performed under this AGREEMENT shall memorialize that the CONSULTANT's, or the CONSULTANT's Specialty Consultant's, or all of these entities' (Primary Insured's) insurance, shall apply on a primary basis, and that any other insurance maintained by the CRA shall be in excess of and shall not contribute to or be commingled with the Primary Insured's insurance. Where the CRA has been named as an additional insured, the CONSULTANT shall include the provisions of this Section in its Specialty Consultant's contracts, and the Primary Insured's insurance shall contain a severability of interest provision stating that, except with respect to total limits of liability, all insurance shall apply separately to each Primary Insured or additional insured in the same manner as if separate policies had been issued to each. This Section does not increase the dollar amount of insurance for either per occurrence or aggregate coverage.

12.5 CRA’s Right to Inspect Policies

The CONSULTANT shall, upon ten (10) days' written request from the CRA, deliver copies to the CRA, or make copies available for the CRA's inspection at Martin County, Florida, of any or all insurance policies that are required in this AGREEMENT. If the CONSULTANT fails to deliver or make such copies available to the CRA; or if the CONSULTANT fails to obtain new insurance or have a previous insurance policy reinstated or renewed; or if the CONSULTANT fails in any other regard to obtain coverage sufficient to meet the terms and conditions of this AGREEMENT, then the CRA may, at its sole option, terminate this AGREEMENT pursuant to the terms and conditions of Section 15.

12.6 Notifications
The CONSULTANT acknowledges, understands, and agrees that it shall give prompt and prior written notice to the CRA that any insurance policy defined or contemplated in this Section has been invalidated because of the violation of any term or provision of any other insurance policy issued to the CONSULTANT.

12.7 Waiver of Subrogation

CONSULTANT hereby waives any and all rights of Subrogation against the CRA, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

SECTION 13
DISPUTE RESOLUTION

13.1 Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CRA shall select the mediator who, if selected solely by the CRA, shall be a mediator certified by the Supreme Court of Florida. Each party to the mediation shall pay the mediator’s fee in equal shares.

13.2 Non-jury trial. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

13.3 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

SECTION 14
LICENSES

The CONSULTANT shall, during the life of this AGREEMENT, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the CONSULTANT to render its Services as described herein. The CONSULTANT shall also require all Specialty Consultants to comply by contract with the provisions of this Section.

SECTION 15
TERMINATION

15.1 Termination

15.1.1 Generally

This AGREEMENT may be terminated as follows:
A. by the CRA, at its convenience pursuant to paragraph 15.2;
B. by the CRA for CONSULTANT’s failure to adequately perform the Agreement, pursuant to paragraph 15.3;
C. by the mutual agreement of the parties; or
D. as may otherwise be provided below.

In the event of the termination of this AGREEMENT, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

15.2 Termination for CRA’s Convenience

The CRA, by written notice, shall have the right to terminate and cancel this Agreement, without the CONSULTANT being at fault, for any cause or for its own convenience, and require the CONSULTANT to immediately stop work. In such event, the CRA shall pay the CONSULTANT for the work actually performed. The CRA shall not be liable to the CONSULTANT for any other costs, charges, or expenses, including but not limited to, prospective profits and overhead on work not performed.

15.3 Termination for CONSULTANT’s Failure to Perform

In addition to any other termination provisions that may be provided in this AGREEMENT, the CRA may terminate this AGREEMENT in whole or in part if the CONSULTANT makes a false Invoice or fails to perform any obligation under this AGREEMENT and does not remedy the failure within fifteen (15) calendar days after receipt by the CONSULTANT of written demand from the CRA to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the CONSULTANT shall have such time as is reasonably necessary to remedy the failure, provided the CONSULTANT promptly takes and diligently pursues such actions as are necessary therefore.

15.4 Payment upon Termination

Upon termination of this AGREEMENT, the CRA shall pay the CONSULTANT for those Services actually rendered and contracted for under this AGREEMENT, and those reasonable and provable expenses required and actually incurred by the CONSULTANT for Services prior to the effective date of termination. Where the AGREEMENT is terminated for cause by the CRA, such payment shall be reduced by an amount equal to any additional costs incurred by the CRA as a result of the termination.

15.5 Delivery of Materials Upon Termination

In the event of termination of this AGREEMENT by the CRA, prior to the CONSULTANT’s satisfactory completion of all the Services described or alluded to herein, the CONSULTANT shall promptly furnish the CRA, at no additional cost or expense, with one (1) copy of the following items (collectively "Documents"), any or all of which may have been produced prior to and including the date of termination: data (including electronic data), specifications, calculations, estimates, plans, drawings, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONSULTANT, or
by any Specialty Consultant, in rendering the Services described herein, and not previously furnished to the CRA by the CONSULTANT pursuant to this AGREEMENT. The Documents shall be the sole property of the CRA, and the CRA shall be vested with all rights provided therein of whatever kind and however created. The CONSULTANT shall also require that all such Specialty Consultants agree in writing to be bound by the provisions of this Section.

SECTION 16
SUSPENSION

The CRA may, at any time and for any reason, direct the CONSULTANT to suspend work (in whole or in part) under this AGREEMENT. Such direction shall be in writing, and shall specify the period during which Services shall be stopped. The CONSULTANT shall resume its Services upon the date specified or upon such other date as the CRA may thereafter specify in writing. The period during which the Services are stopped by the CRA shall be added to the time of performance of this AGREEMENT; provided, however, that any work stoppage not approved or caused by the actions or inactions of the CRA shall not give rise to any claim against the CRA by the CONSULTANT.

SECTION 17
MATERIALS, REUSE OF DOCUMENTS, AND CONFIDENTIALITY

The final work product of all such materials along with all formal CONSULTANT/CRA correspondence concerning the Project shall be the sole property of the CRA. All materials described above shall be retained by the CONSULTANT for the statutory period (§95.11 Fla. Stat., as it may be from time to time amended). Furthermore, the CRA may reuse them at no additional cost, and the CRA shall be vested with all rights of whatever kind and however created that may be in existence thereto; provided, however, that the CONSULTANT shall not be liable or legally responsible to anyone for the CRA's reuse of any such materials on any other CRA Project and that the CONSULTANT timely notified the CRA of such potential liability.

SECTION 18
MISCELLANEOUS PROVISIONS

18.1 Local, State and Federal Obligations

18.1.1 No Discrimination

The CONSULTANT, for itself, its delegates, successors interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that: 1) in connection with the furnishing of Services to the CRA hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this AGREEMENT on the grounds of such person's race, color, creed, national origin, religion, physical disability, age or sex; and 2) the CONSULTANT shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this Section, the CRA shall have the right to terminate this AGREEMENT, without liability, as set forth in Section 15 of this AGREEMENT, and such right shall not be exercised unreasonably.
18.1.2 Compliance with Law

The CONSULTANT and its employees shall promptly observe, comply with, and execute the provisions of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, orders, codes, mandatory guidelines, and mandatory directions, including §287.055, Fla. Stat., and §553.70 et. seq., Fla. Stat., which may pertain or apply to the Services that may be rendered pursuant to this AGREEMENT, or to the wages paid by the CONSULTANT to its employees. The CONSULTANT shall also require, by contract, that all Specialty Consultants shall comply with the provisions of this Section.

18.1.3 Compliance with New Regulations

The CONSULTANT agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the CRA or the CONSULTANT to qualify for local, state, or federal funding for the Services rendered by the CONSULTANT, then the CONSULTANT shall consent to and make such modifications or amendments in a timely manner. If the CONSULTANT is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for Services to be rendered herein, then the CRA shall have the right, by written notice to the CONSULTANT, to terminate this AGREEMENT without liability, as outlined in Section 15, above. Furthermore, if the CONSULTANT’s compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this AGREEMENT, then the CRA agrees, upon sufficient proof of material changes as may be presented to it by the CONSULTANT, to amend this AGREEMENT.

18.2 CONSULTANT Not Agent of CRA

The CONSULTANT is not authorized to act as the CRA's agent hereunder and shall have no authority, expressed or implied, to act for or bind the CRA hereunder, either in CONSULTANT's relations with Specialty Consultants, or in any other manner whatsoever except as elsewhere provided for in this AGREEMENT.

18.3 Specialty Consultants

18.3.1 General

The CONSULTANT shall have the right, conditioned upon the CRA's prior consent (which shall not be unreasonably withheld), to employ or use (whether or not for compensation or consideration of any nature whatsoever) other firms, consultants, contractors, subcontractors, and so forth (Specialty Consultants); provided, however, that the CONSULTANT shall: 1) inform the CRA as to the nature of particular Services for which the Specialty Consultants shall be employed; 2) inform the CRA as to the extent (what percentage) of the total Project Services each Specialty Consultant shall be employed to do; 3) be solely responsible for the performance of all of the CONSULTANT's Specialty Consultants, including but not limited to maintenance of schedules, correlation of Services, and the resolution of all differences between or among them; 4) promptly terminate the use and services of any Specialty Consultants upon written request from the CRA (which may be made for the CRA's convenience); and 5) promptly replace each such terminated Specialty Consultant with a Specialty Consultant of comparable experience and expertise and who are otherwise acceptable to the CRA. After the Specialty Consultant has received notice of the termination, or two (2) business days after the CRA has notified the CONSULTANT in writing of the required termination of the Specialty Consultant whichever shall
occur first, the CRA shall have no obligation to reimburse the CONSULTANT for the Services subsequent to the notice of termination of any Specialty Consultant who may be terminated pursuant to the provision of this Section. It is also understood that the CRA does not, by accepting a Specialty Consultant, warrant or guarantee the reliability or effectiveness of that entity's Services.

18.3.2 Work Outside Scope and Time of Payment

The CRA shall have no obligation to reimburse the CONSULTANT for the services of any Specialty Consultant that may be in addition to the Services, or for those Specialty Consultant Services not previously made known to the CRA, or that are otherwise outside of the Scope of the Project unless and until the CRA has given written approval of such reimbursement. CONSULTANT agrees to pay all such Specialty Consultants for their Project related Services within thirty (30) calendar days after the CONSULTANT's receipt of payment, from the CRA for work performed by the Specialty Consultants, unless such payment is disputed by the CONSULTANT, and the CRA receives written notice thereof.

18.3.3 Specialty Consultant Contracts

The CONSULTANT shall provide a copy of all relevant provisions of this AGREEMENT to all Specialty Consultants hired by it, or for which it may have management responsibilities and shall inform all Specialty Consultants that all Services performed hereunder shall strictly comply with the AGREEMENT terms and provisions. The CONSULTANT shall also furnish the CRA, upon demand, with a copy of all CONSULTANT Specialty Consultant contracts. The CRA agrees that it shall not demand that the CONSULTANT hire a particular Specialty Consultant for the Project.

18.4 Assignment and Delegation

The CRA and the CONSULTANT bind themselves and their respective partners, successors, executors, administrators, and assigns, to the other party of this AGREEMENT in respect to all duties, rights, responsibilities, obligations, provisions, conditions, and covenants of this AGREEMENT; except that the CONSULTANT shall not assign, transfer, or delegate its rights or duties, or either or both of these things, under this AGREEMENT without the prior written consent of the CRA. The CRA has the absolute right to withhold such consent at its convenience, and, furthermore, if the CONSULTANT attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without the CRA's consent, then the CRA may terminate this AGREEMENT as a breach of contract by the CONSULTANT and a failure by the CONSULTANT to substantially perform its obligations hereunder, and any such assignment shall be null, void, and of no legal effect whatsoever. The CRA shall have the right to assign its rights (or any part of them) or to delegate its duties and obligations (or any part of them) to another entity that shall be bound by all applicable terms and conditions as provided in this AGREEMENT. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CRA, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA or the CONSULTANT.

18.5 Audits

18.5.1 Periodic Auditing of CONSULTANT's Books

The Consultant’s financial and accounting records (“Books”) specific to this AGREEMENT may (but need not) be kept separate and apart from the CONSULTANT's other Books; but the CRA shall have the
right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books related to business conducted under this AGREEMENT for the CRA, for the purpose of verifying the accuracy of any Invoice or Completion Report and to ensure payment to subconsultants or vendors of the CONSULTANT. In addition, upon request of the CRA, the CONSULTANT shall prepare an audit (for the most recent fiscal year) for the CRA, which shall include the CONSULTANT's paid salary, fringe benefits, general and administrative overhead costs, and the total amount of money paid by the CRA to the CONSULTANT related to business conducted under this AGREEMENT. The audit shall be certified as true and correct by, and shall bear the signature of, the CONSULTANT's chief financial officer or its certified public accountant.

18.5.2 Retention of Books

The CONSULTANT shall retain the Books, and make them available to the CRA as specified above, until the later of five (5) years after the date of termination of this AGREEMENT, or such longer time if required by any federal, state, or other governmental law, regulation, policy, or contractual or grant requirement or provision.

18.5.3 Overpayment

In the event any audit or inspection conducted after final payment, but within the period provided in Section 15 above, reveals any overpayment to the CONSULTANT by CRA under the terms of the Agreement, CONSULTANT shall refund such overpayment to CRA within thirty (30) days of notice by the CRA.

18.6 Availability of Funds

The obligations of the CRA under this AGREEMENT are subject to the availability of funds lawfully appropriated for its purpose by the Community Redevelopment Agency of Martin County.

18.7 Pledge of Credit

The CONSULTANT shall not pledge the CRA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this AGREEMENT.

18.8 Public Records

The CONSULTANT shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law) in connection with this AGREEMENT. The CONSULTANT shall retain all public records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, CRA reserves the right to have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the CRA’S cost, upon five (5) days prior written notice. Public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business between the CRA and the CONSULTANT.
18.9 Federal and State Taxes

The CRA is exempt from payment of Florida State Sales and Use Taxes. The CONSULTANT shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CRA, nor is the CONSULTANT authorized to use the CRA’s Tax Exemption Number in securing such materials. The CONSULTANT shall be responsible for payment of all federal, state, and local taxes and fees incurred in connection with this AGREEMENT.

18.10 Governing Law; Venue

Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation pursuant to Article 13 above.

The validity, interpretation, construction, and effect of this AGREEMENT shall be in accordance with and governed by the laws of the State of Florida, only. Venue for any lawsuit to enforce the terms and obligations of this Agreement shall lie exclusively in Martin County, Florida.

18.11 Remedies, Attorneys’ Fees and Costs

All remedies provided in this AGREEMENT shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. If any legal action or other proceeding is brought for the enforcement of this AGREEMENT or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this AGREEMENT, each party shall bear its own costs and attorney’s fees.

18.12 Entire Agreement

This AGREEMENT, including the Exhibits hereto and bid package, constitutes the entire AGREEMENT between the parties, and shall supersede and replace all prior or contemporaneous negotiations, correspondence, conversations, agreements or understandings, written or oral, relating to the matters set forth therein, and that specifically related to the execution of this particular document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

18.13 Amendment

This AGREEMENT may be amended or modified only by a writing of import equal to this AGREEMENT, and as duly authorized and executed by the parties.

18.14 Severability

If any term or provision of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this AGREEMENT, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this AGREEMENT shall be deemed valid and enforceable to the extent permitted by law. In the event any provision hereof
or be determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this AGREEMENT, which shall remain in full force and effect. To that extent, this AGREEMENT is deemed severable.

18.15 Headings

The headings of the Sections of this AGREEMENT are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections.

18.16 Construction

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this AGREEMENT was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsperson shall be inapplicable to this AGREEMENT.

IN WITNESS WHEREOF, this AGREEMENT has been fully executed on behalf of the parties hereto by its duly authorized representatives, as of the date first written above.